

RECORD ON APPEAL

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

Lisa Lee Smith, Special Referee

Case No. 11-CP-32-03945

Wells Fargo Bank, N.A. Ultimate Successor to First Union National Bank, Respondent,

v.

**Albert J. Sanders, Jr.; AJS Properties, LLC; Branch Banking and Trust Company Ultimate
Successor to Southern National Bank of South Carolina; First Palmetto Savings Bank, FSB,
Defendants,**

Of which Albert J. Sanders, Jr. and AJS Properties, LLC are the Appellants.

RECORD ON APPEAL

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STATE OF SOUTH CAROLINA
COUNTY OF LEXINGTON

Wells Fargo Bank, NA Ultimate Successor
to First Union National Bank,

Plaintiff,

v.

Albert J. Sanders Jr.; A J S Properties, LLC;
Branch Banking and Trust Company
ultimate successor to Southern National
Bank of South Carolina; First Palmetto
Savings Bank, FSB,

Defendants.

IN THE COURT OF COMMON PLEAS
CASE NO.: 2011-CP-32-03945

**SPECIAL REFEREE'S ORDER AND JUDGMENT OF
FORECLOSURE AND SALE**

DEFICIENCY WAIVED

Pursuant to Rule 53 of the South Carolina Rules of Civil Procedure (hereinafter "SCRCP"), the above-entitled matter was referred to the undersigned Special Referee to make appropriate findings of fact and conclusions of law, with authority to enter a final Judgment in the cause. Any appeal from the decision of the Special Referee shall be directly to the South Carolina Court of Appeals or Supreme Court.

Pursuant to the said reference, a hearing was held, a record was made, which is reported herewith, and from the testimony and evidence, I find and conclude as follows:

FINDINGS OF FACT:

1. The Lis Pendens was filed on October 19, 2011.
2. The Summons and Complaint were filed on October 19, 2011.
3. Service was made upon the Defendants named in this Report as is shown by the proofs of service filed herein.
4. The Defendants First Palmetto Savings Bank, FSB and Albert J. Sanders, Jr. answered in this action and all Defendants were notified of the time and date of the hearing.

5. For value received, Albert J. Sanders (a/k/a Albert J. Sanders, Jr.) made, executed and delivered a note, dated January 23, 2002, promising thereby to pay to the order of First Union National Bank the sum of \$94,700.00 with interest at the rate of 7.59% per annum (hereinafter "Note"). Other terms and conditions are stated in the note, which is of record herein.
6. To better secure the payment of the Note described above, the said Albert J. Sanders, Jr. (a/k/a Albert J. Sanders) and Patricia S. Sanders made, executed and delivered a mortgage to First Union National Bank, in writing, dated January 23, 2002, covering real property in Lexington County, which is the same as that described in the Complaint. The Mortgage was recorded on January 28, 2002, and is of record in the Lexington County Registry in Book 6955 at page 251.
7. This mortgage constitutes a valid first lien on the subject property.
8. Thereafter the Mortgage was transferred to the Plaintiff herein corporate merger.
9. As required by South Carolina Supreme Court Administrative Order 2009-05-22-01 (hereinafter, "the Administrative Order"), Plaintiff states that this loan is owned or guaranteed by Fannie Mae, or it is owned or guaranteed by FHLMC, or the Servicer has signed an agreement to participate in the Home Affordable Modification Program (hereinafter, "the HAMP"); however, Plaintiff alleges upon information and belief, that the loan is not subject to modification under the HAMP as contemplated under the Administrative Order because the Borrower(s) failed to respond to the HAMP inquiries or failed to provide the necessary supporting documentation. Furthermore, Plaintiff complied with Administrative Order 2011-05-02-1 issued by the South Carolina Supreme Court.
10. The titleholder of record of the Property as of the filing of the Lis Pendens in this action was/were Albert J. Sanders, Jr. (a/k/a Albert J. Sanders).

File reference: 11-06729

11. Payment due on the Note has not been made as provided for therein, and the Plaintiff, as the holder thereof, has elected to accelerate payment of the entire indebtedness and has placed the Note and Mortgage in the hands of its attorney of record herein for collection.

12. Having considered the nature, extent and difficulty of the services rendered (the field of mortgage foreclosures being a specialized area of practice); the time involved in reviewing the various loan documents, performing the title search, preparing the pleadings and preparing for and attending hearings; the professional standing of the Plaintiff's attorney; the fee customarily charged in this jurisdiction for similar services; and the beneficial results obtained for the Plaintiff, I find that the sum of \$10,145.00 is a reasonable attorney's fee for the Plaintiff's attorney for services performed and anticipated to be performed until final adjudication of the within action, under the terms of the note and mortgage. Services anticipated to be performed until final adjudication contemplates completion of this matter within a reasonable time and does not include exceptional, unanticipated circumstances delaying conclusion beyond the normal time. The amount due and owing on the Note and Mortgage, with interest at the rate provided in the Note, and other costs and expenses of collection, including attorney's fees, secured by the Note and Mortgage, is as follows:

Principal due as of today's date:	03/15/18	\$87,596.78
Deferred Principal Balance:		\$ 0.00
Accrued interest from:	05/07/09 to: 03/15/18	\$ 58,498.57
Accruing at:	7.59% per annum	
Advancements to Escrow		\$ 1,649.50
Late charges:		\$ 80.00
Costs of collection prior to hearing:		\$ 1,185.00
Attorney's fees:		\$ 10,145.00

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Total Debt secured by Note and Mortgage, including interest to date is \$159,154.85. Interest for the period from the date shown above through the date of this judgment, at above stated rate, to be added to the above stated "Total Debt" to comprise the amount of the Judgment debt entered herein, and interest after the date of Judgment at the rate of 7.59% per annum, the Note's current rate, pursuant to the terms of the Note and Mortgage on the judgment debt should be added to such judgment debt to comprise the amount of the Plaintiff's debt secured by the Mortgage through the date to which such interest is computed.

13. The Plaintiff is seeking foreclosure of its mortgage and has, in the Complaint or subsequently thereto in writing, expressly Waived the right to a personal or deficiency Judgment pursuant to Rule 71(b), SCRCF.

14. The Defendants, below listed, claim or may claim liens upon or interests in the subject property; and in the event there is a surplus from the sale of the subject property, the validity, priority and amount of any such lien claims will be determined at a hearing subsequent to the sale, in accordance with Rule 71(c), SCRCF. The said Defendants and such claims or liens are as follows:

A. The Defendants, South Carolina Federal Savings Bank, has or may claim to have some interest in the Property by virtue of a mortgage given by Albert J. Sanders, Jr. and Patricia S. Sanders, in the original principal amount of \$25,108.02, which mortgage was recorded/filed in the Lexington County Records on 06/19/1991 in Book 1863 at Page 295. Upon information and belief, said lien has been paid in full but never satisfied of record and is hereby removed from the title to the Property upon the entry of a judicial order.

B. The Defendant(s), Branch Banking and Trust Company ultimate successor to Southern National Bank of South Carolina, has or may claim to have some interest in the Property by virtue of a mortgage given by Albert J. Sanders, Jr. and Patricia S. Sanders, in the original principal amount of \$19,000.00, which mortgage was recorded/filed in the Lexington County

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Records on 03/06/1992 in Book 2077 at Page 176. Based upon the evidence presented, said lien has been paid in full but never satisfied of record and is hereby removed from the title to the Property upon the entry of a judicial order.

C. The Defendant, AJS Properties of SC, LLC, has or may claim to have some interest in the Property by virtue of a mortgage given by Sanders Home Place, LLC, in the original principal amount of \$80,000.00, which mortgage was recorded/filed or assigned to Defendant in the Lexington County Records on 09/27/2010 in Book 14470 at Page 325. Said lien is junior and subordinate to Plaintiff's mortgage and is hereby removed from the title to the Property upon the completion of a properly held foreclosure sale of the Property.

D. The Defendant, First Palmetto Savings Bank, FSB, has or may claim to have some interest in the Property by virtue of foreclosure judgment against Albert J. Sanders, Jr. filed in the Lexington County Records on 10/05/2011 in 2011-CP-32-00904. Said lien is junior and subordinate to Plaintiff's Mortgage and is hereby removed from the title to the Property upon the completion of a properly held foreclosure sale of the Property.

CONCLUSIONS OF LAW: I, therefore, conclude as follows:

1. The Plaintiff should have judgment of foreclosure of its Mortgage; and the Property should be ordered sold at public auction after due advertisement.
2. That there is due to the Plaintiff on its Note and Mortgage the sum of \$159,154.85, representing the Total Debt due to the Plaintiff as outlined above, together with interest thereon at the rate provided in the Note to the date hereof.
3. That the amount due in the preceding paragraph (the "Total Debt") and later accrued interest and costs shall constitute the total judgment debt due to the Plaintiff and shall bear interest hereafter at the rate of 7.59% per annum, the current interest rate of the Note.

IT IS, THEREFORE, ORDERED, ADJUDGED AND DECREED:

1. That the Defendants liable for the aforesaid Mortgage debt shall, prior to the date and time of the sale of the Property, hereinafter described, pay to the Plaintiff, or the Plaintiff's

attorney, the amount of the Plaintiff's debt as aforesaid, together with the costs and disbursements of this action.

2. That on default of payment prior to the date and time of the sale, the Property, hereinafter described, shall be sold by the undersigned Special Referee at public auction, at the Lexington County Judicial Center, City of Chapin, County and State aforesaid, on some convenient sales day hereafter, on the following terms, that is to say:
 - A. FOR CASH: The undersigned Special Referee shall require a deposit of 5% on the amount of the bid (in cash or equivalent) the same to be applied on the purchase price only upon compliance with the bid, but in case of non-compliance within thirty (30) days the same to be forfeited and applied to the costs and then to the Plaintiff's debt.
 - B. Interest on the balance of the bid shall be paid to the day of compliance at the rate of 7.59% per annum, which is the Note's current interest rate.
 - C. The sale shall be subject to taxes and assessments, existing easements and restrictions of record, and any other senior encumbrances.
 - D. Purchaser to pay for the deed and the cost of recording the deed.
3. If the Plaintiff is the successful bidder at the said sale, for a sum not exceeding the amount of costs, expenses and the indebtedness of the Plaintiff in full, the Plaintiff may pay to the undersigned Special Referee only the amount of the costs and expenses, crediting the balance of the bid on the Plaintiff's indebtedness.
4. That a personal or deficiency Judgment being Waived, the bidding will not remain open for thirty (30) days and bidding will be final on the date of the sale, and compliance with the bid may be made immediately.

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5. That the undersigned Special Referee will, by advertisement according to law, give notice of the time and place of sale and the terms thereof, and that he/she will execute to the purchaser, or purchasers, a deed to the Property sold. The Plaintiff, or any other party to this action, or any other person may become a purchaser at such sale. If such sale is made to anyone other than the Plaintiff or its assignee, should the successful bidder, or his/her assignee, fail to comply with the terms thereof within thirty (30) days after the date of sale, then the undersigned Special Referee may re-advertise the Property for sale on the next, or some other subsequent, sales day, at the risk of the highest bidder, and so on from time to time thereafter until a full compliance shall be secured.
6. In the event an agent of the Plaintiff does not appear at the time of sale, the within property shall be withdrawn from sale and sold at the next available sales date upon the terms and conditions as set forth in the Judgment of Foreclosure and Sale or such terms as may be set forth in a supplemental order.
7. That the undersigned Special Referee shall apply the proceeds of the sale as follows:

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

NEXT: To the payment of the amount to the Plaintiff, or the Plaintiffs Attorney, of the amount of the Plaintiff's debt and interest (including attorney fees) or so much thereof as the purchase money will pay on the same; and

NEXT: Any surplus will be held pending further Order of this Court pursuant to Rule 71(c), SCRCP.
8. That it is further ORDERED, ADJUDGED AND DECREED that each Defendant named herein, and all persons whomsoever claiming under him, them or it, be forever

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barred and foreclosed of all right, title, interest and equity of redemption in the said mortgaged premises so sold, or any part thereof.

9. That it is further ORDERED ADJUDGED AND DECREED that the deed of conveyance made pursuant to this judgment and said sale shall contain the names of only the Plaintiff, the first-named Defendant, who was the title holder of the mortgaged property at the time of the filing of the Lis Pendens, and the Grantee; and that the Lexington County Register of Deeds is hereby authorized to omit from the indices pertaining to such conveyance the names of all parties not contained in said deed.

10. It is further ORDERED, ADJUDGED AND DECREED that if the named defendant(s) continues in possession of the property after a deed has been issued to the purchaser, then the Sheriff of Lexington County is directed to eject and remove named defendant(s) from the property sold, together with all personal property located thereon, and put the successful bidder to whom the deed of conveyance has been issued or his assigns in full, quiet, and peaceable possession of said premises without delay, and to keep said successful bidder or his assigns in such peaceable possession.

If the person(s) occupying the property after the deed has been issued to the purchaser is other than the named defendant(s), the purchaser shall server the occupants with a Summons and Rule to Show Cause to determine why the occupant(s) should not be removed from the property.

11. That it is further ORDERED ADJUDGED AND DECREED that after the Order Confirming Sale and Disbursements has been issued and filed, the undersigned Special Referee shall direct the Register of Deeds to release of record the lien(s) being foreclosed, which lien(s) are described in the Findings of Fact herein above.

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12. That it is further ORDERED ADJUDGED AND DECREED that the following is a description of the Property herein ordered to be sold:

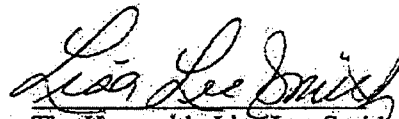
ALL THAT CERTAIN PIECE, PARCEL OR LOT OF LAND, WITH IMPROVEMENTS THEREON, SITUATE, LYING AND BEING IN THE COUNTY OF LEXINGTON, NEAR THE TOWN OF SOUTH CONGAREE, IN THE STATE OF SOUTH CAROLINA, THE SAME BEING SHOWN AS LOT NO. FOUR (4) ON A PLAT PREPARED FOR IMPERIAL BUILDERS, INC., BY BENJAMIN H. WHESTONE, DATED APRIL 18, 1970 AND RECORDED IN THE OFFICE OF THE RMC FOR LEXINGTON COUNTY IN PLAT BOOK 84-G AT PAGE 103. SAID LOT IS ALSO SHOWN ON A PLAT PREPARED FOR ALBERT J. SANDERS, JR., AND PATRICIA S. SANDERS BY ROBERT E. COLLINGTON, JR., DATED JULY 17, 1979 TO BE RECORDED AND ACCORDING TO SAID PLAT, HAVING THE FOLLOWING MEASUREMENTS AND BOUNDARIES, TO-WIT: BOUNDED IN NORTH BY RIGHT OF WAY OF SOUTHERN RAILROAD WHEREON IT MEASURES 105.0 FEET; ON THE WEST BY LAKE PRINCETON HOLDING CO. LANDS WHEREON IT MEASURES 387.0 FEET; ON THE SOUTH BY EAST CHATEAU DRIVE WHEREON IF FRONTS AND MEASURES 104.0 FEET; ON THE EAST BY UNDESIGNATED; LANDS WHEREON IT MEASURES 396.81 FEET.

DERIVATION: THIS BEING THE SAME PROPERTY CONVEYED TO ALBERT J. SANDERS, JR. AND PATRICIA S. SANDERS BY DEED OF LAKE PRINCETON HOLDING CO. DATED JULY 18, 1979, AND RECORDED IN THE OFFICE OF THE RMC FOR LEXINGTON COUNTY ON JULY 20, 1979 IN DEED BOOK 350 AT PAGE 63. THEREAFTER THE PROPERTY WAS CONVEYED TO SANDERS HOME PLACE, LLC BY DEED OF ALBERT J. SANDERS, JR. AND PATRICIA S. SANDERS DATED JANUARY 6, 2009 AND RECORDED JANUARY 6, 2009 IN BOOK 13318 AT PAGE 248 IN THE LEXINGTON COUNTY REGISTRY. THEREAFTER SANDERS HOME PLACE, LLC CONVEYED THE PROPERTY TO ALBERT J. SANDERS, JR. BY DEED DATED DECEMBER 30, 2010 AND RECORDED DECEMBER 30, 2010 IN BOOK 14654 AT PAGE 288 IN THE LEXINGTON COUNTY REGISTRY. THEREAFTER THE PROPERTY WAS CONVEYED FROM ALBERT J. SANDERS, JR. TO ALBERT SANDERS BY DEED DATED JULY 5, 2011 AND RECORDED JULY 7, 2011 IN BOOK 14946 AT PAGE 129.

CURRENT ADDRESS OF PROPERTY: 131 E. Chateau Drive West, West Columbia, SC 29170

TMS: 007821-01-013

AND IT IS SO ORDERED.



The Honorable Lisa Lee Smith
Special Referee for Lexington County

Date:

May 8, 2018

File reference: 11-06729

FORM 4

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

JUDGMENT IN A CIVIL CASE

CASE NO. 2011-CP-32-03945

Wells Fargo Bank, NA Ultimate Successor to First Union
National Bank

PLAINTIFF(S)

Albert J. Sanders Jr., A J S Properties, LLC; Branch
Banking and Trust Company ultimate successor to
Southern National Bank of South Carolina; First Palmetto
Savings Bank, FSB

DEFENDANT(S)

Submitted by: Brock & Scott, PLLC
Westpark Center
3800 Fernandina Road Suite 110
Columbia, SC 29210

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.
- ☐ **ACTION DISMISSED (CHECK REASON):** ☐ Rule 12(b), SCRPC; ☐ Rule 41(a), SCRPC (Vol. Nonsuit); ☐ Rule 43(k), SCRPC (Settled); ☐ Other
- ☐ **ACTION STRICKEN (CHECK REASON):** ☐ Rule 40(j), SCRPC; ☐ Bankruptcy; ☐ Binding arbitration, subject to right to restore to confirm, vacate or modify arbitration award; ☐ Other
- ☐ **STAYED DUE TO BANKRUPTCY**
- ☐ **DISPOSITION OF APPEAL TO THE CIRCUIT COURT (CHECK APPLICABLE BOX):**
☐ Affirmed; ☐ Reversed; ☐ Remanded; ☐ Other

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

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

ORDER INFORMATION

This order ☒ ends ☐ does not end the case.

Additional Information for the Clerk

:

INFORMATION FOR THE JUDGMENT INDEX

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

Judgment in Favor of (List name(s) below)	Judgment Against (List name(s) below)	Judgment Amount To be Enrolled (List amount(s) below)
		N/A

If applicable, describe the property, including tax map information and address, referenced in the order:
All that certain piece, parcel or lot of land, with improvements thereon, situate, lying and being in the County of Lexington, near the Town of South Congaree, in the State of South Carolina, the same being shown as Lot No. Four (4) on a plat prepared for Imperial Builders, Inc., by Benjamin H. Whestone, dated April 18, 1970 and recorded in the Office of the RMC for Lexington County in Plat Book 84-G at Page 103. Said lot is also shown on a plat prepared for Albert J. Sanders, Jr., and Patricia S. Sanders by Robert E. Collington, Jr., dated July 17, 1979 to be recorded and according to said plat, having the following measurements and boundaries, to-wit: Bounded in North by right of way of Southern Railroad whereon it measures 105.0 feet; on the West by Lake Princeton Holding Co. lands whereon it measures 387.0 feet; on the South by East Chateau Drive whereon it fronts and measures 104.0 feet; on the East by undesignated lands whereon it measures 396.81 feet.

Derivation: This being the same property conveyed to Albert J. Sanders, Jr. and Patricia S. Sanders by deed of Lake Princeton Holding Co. dated July 18, 1979, and recorded in the Office of the RMC for Lexington County on July 20, 1979 in Deed Book 350 at Page 63. Thereafter the property was conveyed to Sanders Home Place, LLC by deed of Albert J. Sanders, Jr. and Patricia S. Sanders dated January 6, 2009 and recorded January 6, 2009 in Book 13318 at Page 248 in the Lexington County Registry. Thereafter Sanders Home Place, LLC conveyed the property to Albert J. Sanders, Jr. by deed dated December 30, 2010 and recorded December 30, 2010 in Book 14654 at Page 288 in the Lexington County Registry. Thereafter the property was conveyed from Albert J. Sanders, Jr. to Albert Sanders by deed dated July 5, 2011 and recorded July 7, 2011 in Book 14946 at Page 129.

The judgment information above has been provided by the submitting party. Disputes concerning the amounts contained in this form may be addressed by way of motion pursuant to the SC Rules of Civil Procedure. Amounts to be computed such as interest or additional taxable costs not available at the time the form and final order are submitted to the judge may be provided to the clerk. Note: Title abstractors and researchers should refer to the official court order for judgment details. E-Filing Note: In E-Filing counties, the Court will electronically sign this form using a separate electronic signature page.


 Circuit Court Judge Special Referee Judge Code 5-8-18 Date

For Clerk of Court Office Use Only

This judgment was entered on the ____ day of ____, 2018 and a copy mailed first class or placed in the appropriate attorney's box on this ____ day of ____, 2018 to attorneys of record or to parties (when appearing pro se) as follows:

H. Thomas Morgan
 DuBose-Robinson, PC
 Attorney First Palmetto Savings Bank, FSB
 935 Broad Street
 Camden, SC 29020

James W. Poag Jr.
 Attorney for Albert J. Sanders, Jr.
 PO Box 6422
 West Columbia, SC 29171

Chad W. Burgess
 Brock & Scott, PLLC
 Westpark Center
 3800 Fernandina Road Suite 110
 Columbia, SC 29210

ATTORNEY(S) FOR THE PLAINTIFF(S)

ATTORNEY(S) FOR THE DEFENDANT(S)

CLERK OF COURT

Court Reporter:

E-Filing Note: In E-Filing counties, the date of Entry of Judgment is the same date as reflected on the Electronic File Stamp and the clerk's entering of the date of judgment above is not required in those counties. The clerk will mail a copy of the judgment to parties who are not E-Fileers or who are appearing pro se. See Rule 77(d), SCRCP.

ADDITIONAL INFORMATION REGARDING DECISION BY THE COURT AS REFERENCED ON PAGE 1.

File reference: 11-06729

This action came to trial or hearing before the court. The issues have been tried or heard and a decision rendered.

File reference: 11-06729

STATE OF SOUTH CAROLINA

FILED

IN THE COURT OF COMMON PLEAS

COUNTY OF LEXINGTON

C/A NO.: _____

2011 OCT 19 P 2:24

Wells Fargo Bank, NA Ultimate Successor to First
Union National Bank,

Plaintiff,

vs.

Albert J. Sanders, Jr. a/k/a Albert J. Sanders; A J S
Properties, LLC; Branch Banking and Trust
Company ultimate successor to Southern National
Bank of South Carolina; and, First Palmetto
Savings Bank, FSB,

Defendant(s).

SUMMONS AND NOTICES

(Non-Jury)

**FORECLOSURE
OF REAL ESTATE
MORTGAGE**

2011CP3203945

TO THE DEFENDANT(S) ABOVE NAMED:

YOU ARE HEREBY SUMMONED and required to appear and defend by answering the Complaint in this action, a copy of which is hereby served upon you, and to serve a copy of your Answer on the subscribers at their offices, 3800 Fernandina Road, Suite 110, Columbia, SC 29210, within thirty (30) days after the service hereof, exclusive of the day of such service; except that the United States of America, if named, shall have sixty (60) days to answer after the service hereof, exclusive of the day of such service; and if you fail to do so, judgment by default will be rendered against you for the relief demanded in the complaint.

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

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

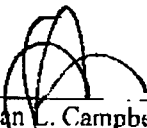
YOU WILL ALSO TAKE NOTICE that Plaintiff will move for an Order of Reference or the Court may issue a general Order of Reference of this action to a Master-in-Equity/Special Referee, pursuant to Rule 53, of the South Carolina Rules of Civil Procedure.

YOU WILL ALSO TAKE NOTICE that under the provisions of South Carolina Code 29-3-100, effective June 16, 1993, any collateral assignment of rents contained in the attached mortgage is perfected and Attorney for Plaintiff hereby gives notice that all rents shall be payable directly to it by delivery to its

2011-LP-32- 1403

B&S No.: 11-06729

undersigned attorneys from the date of default. In the alternative, Plaintiff will move before a judge of this Circuit on the 10th day after service hercof, or as soon thereafter as counsel may be heard, for an Order enforcing the assignment of rents, if any, and compelling payment of all rents covered by such assignment directly to the Plaintiff, which motion is to be based upon the original note and mortgage and the Complaint attached hereto.



Brian L. Campbell, SC Bar #74521
Suzanne E. Brown, SC Bar #76440
Jason L. Branham, SC Bar #72902
J. Marshall Swails, SC Bar #79067
Mark A. Pearson, SC Bar #15926
Brock & Scott, PLLC
3800 Fernandina Road, Suite 110
Columbia, SC 29210
Phone 888-726-9953 Fax 866-676-7658
Attorneys for Plaintiff

Dated: 10 / 18 / 11
Wilmington, North Carolina

FILED

2011 OCT 19 PM 2:24

STATE OF SOUTH CAROLINA

COUNTY OF LEXINGTON

IN THE COURT OF COMMON PLEAS

C/A NO.: _____

FILED

Wells Fargo Bank, NA Ultimate Successor to First
Union National Bank,

Plaintiff,

vs.

Albert J. Sanders, Jr. a/k/a Albert J. Sanders; A J S
Properties, LLC; Branch Banking and Trust
Company ultimate successor to Southern National
Bank of South Carolina; and, First Palmetto Savings
Bank, FSB,

Defendant(s).

COMPLAINT

(Non-Jury)

**FORECLOSURE
OF REAL ESTATE
MORTGAGE**
(Deficiency Judgment Waived)

2011CP3203945

The Plaintiff above named, complaining of the Defendant(s) herein alleges that:

1. Plaintiff, Wells Fargo Bank, NA Ultimate Successor to First Union National Bank, is a business entity duly authorized to conduct business in the State of South Carolina.
2. Upon information and belief, the Defendant Albert J. Sanders, Jr. a/k/a Albert J. Sanders is a resident and citizen of the County of Lexington, State of South Carolina; and, Defendants A J S Properties, LLC, Branch Banking and Trust Company ultimate successor to Southern National Bank of South Carolina and, First Palmetto Savings Bank, FSB are business entities and are duly authorized to conduct business in the State of South Carolina.
3. The real property hereinafter described, that is the subject of this action, is situated and located in the County of Lexington, State of South Carolina, and this Court has proper jurisdiction over the subject matter and the parties of this action.
4. Heretofore, on January 23, 2002, Albert J. Sanders (a/k/a Albert J. Sanders, Jr.) (hereinafter "Borrower(s)") made, executed, and delivered to First Union National Bank (hereinafter "Lender") a certain Fixed Rate Note in writing (hereinafter "Note"), wherein and whereby Albert J. Sanders (a/k/a Albert J. Sanders, Jr.) promised to pay to First Union National Bank, the principal sum of \$94,700.00, together with interest at the rate of 7.59% per annum on the unpaid balance; said principal and interest being payable in monthly installments thereafter

B&S No.: 11-06729

until the said Note is fully paid.

5. In order to secure the payment of said Note, the said Albert J. Sanders, Jr. (a/k/a Albert J. Sanders) and Patricia S. Sanders (hereinafter "Mortgagor(s)"), did, on the same date, to-wit, January 23, 2002, make, execute, and deliver to First Union National Bank, its successors and assigns, a certain mortgage (hereinafter "Mortgage") securing the below described real property, including any and all improvements to the property, located in the County and State aforesaid (hereinafter "Property"):

All that certain piece, parcel or lot of land, with improvements thereon, situate, lying and being in the County of Lexington, near the Town of South Congaree, in the State of South Carolina, the same being shown as Lot No. Four (4) on a plat prepared for Imperial Builders, Inc., by Benjamin H. Whestone, dated April 18, 1970 and recorded in the Office of the RMC for Lexington County in Plat Book 84-G at Page 103. Said lot is also shown on a plat prepared for Albert J. Sanders, Jr., and Patricia S. Sanders by Robert E. Collington, Jr., dated July 17, 1979 to be recorded and according to said plat, having the following measurements and boundaries, to-wit: Bounded in North by right of way of Southern Railroad whereon it measures 105.0 feet; on the West by Lake Princeton Holding Co. lands whereon it measures 387.0 feet; on the South by East Chateau Drive whereon it fronts and measures 104.0 feet; on the East by undesignated lands whereon it measures 396.81 feet.

Derivation: This being the same property conveyed to Albert J. Sanders, Jr. and Patricia S. Sanders by deed of Lake Princeton Holding Co. dated July 18, 1979, and recorded in the Office of the RMC for Lexington County on July 20, 1979 in Deed Book 350 at Page 63. Thereafter the property was conveyed to Sanders Home Place, LLC by deed of Albert J. Sanders, Jr. and Patricia S. Sanders dated January 6, 2009 and recorded January 6, 2009 in Book 13318 at Page 248 in the Lexington County Registry. Thereafter Sanders Home Place, LLC conveyed the property to Albert J. Sanders, Jr. by deed dated December 30, 2010 and recorded December 30, 2010 in Book 14654 at Page 288 in the Lexington County Registry. Thereafter the property was conveyed from Albert J. Sanders, Jr. to Albert Sanders by deed dated July 5, 2011 and recorded July 7, 2011 in Book 14946 at Page 129.

Parcel Number: 007821-01-013

Property Address: 131 E. Chateau Drive West, West Columbia, SC 29170

6. Said Mortgage was dated January 23, 2002 and recorded on January 28, 2002 in Book 6955 at Page 251, in the Lexington County Registry.
7. Thereafter the Mortgage and its accompanying Promissory Note were transferred to the Plaintiff herein by assignment and/or corporate merger.
8. The Mortgage evidences and secures the repayment of money advanced by the Lender to, or

on behalf of, the Mortgagor(s) and constitutes a valid first lien on the Property.

- FILED
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CLERK OF COURT
SOUTH CAROLINA
9. As required by an Administrative Order issued by the South Carolina Supreme Court dated May 22, 2009, the Plaintiff states that this loan is owned or guaranteed by Fannie Mae, or it is owned or guaranteed by FHLMC, or the Servicer has signed an agreement to participate in the Home Affordable Modification Program ("HMP"); however, the Borrower(s) failed to respond to the HMP inquiries or failed to provide the necessary supporting documentation.
 10. Any notice required by the terms of the Mortgage or by State or Federal law has been given to the applicable defendant(s) prior to the commencement of this action.
 11. In and by the terms of said Note and the Mortgage securing the same, it is provided, among other things, that on failure to pay any installment of either principal or interest or any portion thereof when due, or if any of the conditions and requirements in the Mortgage securing the same not be complied with, then the whole principal sum and accrued interest shall at the option of the legal holder thereof become at once due and payable without notice, and collectible by foreclosure.
 12. In and by the terms of the said Note it is further provided that the maker thereof shall pay all collection costs including reasonable attorneys fees if the said Note be placed in the hands of an attorney for collection after default.
 13. Plaintiff waives its right to a deficiency judgment as to any defendant for amounts due on the herein described note and mortgage.
 14. The installments of principal and interest falling due from and after July 13, 2009, have not been paid although demand for the payment thereof has been made. The Plaintiff, as holder of the said Note and Mortgage, has and does hereby elect to declare the entire balance of said principal and interest due and payable at once; that there is now due and owing and unpaid upon the said Note and Mortgage the full and just principal sum of \$87,596.78, together with interest at the rate of 7.59% per annum, the current/modified rate of interest, from the date of the last payment, together with reasonable attorneys fees for the collection thereof and the costs of this action. Plaintiff may be forced to pay sums for taxes, insurance and costs for

securing the property, which sums, according to the terms of the Mortgage, should be added to the amount of the debt.

FILED

15. Upon information and belief, said information having been obtained from the records of Lexington County, South Carolina, the Defendant(s) below named has/have or may claim to have some interest in or lien upon the Property by virtue of the matters and things herein below alleged, to-wit:

- A. The Defendant, Branch Banking and Trust Company ultimate successor to Southern National Bank of South Carolina, has or may claim to have some interest in the Property by virtue of a mortgage given to Southern National Bank of South Carolina by Albert J. Sanders, Jr. and Patricia S. Sanders, in the original principal amount of \$19,000.00, which mortgage was recorded in Lexington County on 03/06/1992 in Book 2077 at Page 176. Upon information and belief, said lien has been paid in full but never satisfied of record and should be removed from the title to the Property upon the entry of a judicial order.
- B. The Defendant, A J S Properties of SC, LLC, has or may claim to have some interest in the Property by virtue of a mortgage given by Sanders Home Place, LLC, in the original principal amount of \$80,000.00, which mortgage was recorded in Lexington County on 09/27/2010 in Book 14470 at Page 325. Said lien is junior and to Plaintiff's mortgage and should be removed from the title to the Property upon the completion of a properly held foreclosure sale of the Property.
- C. The Defendant, First Palmetto Savings Bank, FSB, has or may claim to have some interest in the Property by virtue of that certain foreclosure judgment entered in Case No. 2011-CP-32-00904 in Lexington County on 10/05/2011, in which deficiency judgment was demanded. Any lien/judgment resulting from the eventual foreclosure sale will be junior to Plaintiff's mortgage and should be removed from the title to the Property upon the completion of a properly held foreclosure sale of the Property.

WHEREFORE, Plaintiff prays judgment that:

- A. The amount due upon the said Note and Mortgage held by the Plaintiff be ascertained and determined under the direction of this Court, together with attorney's fees and costs of this action.
- B. Appoint a Receiver to collect the rents, issue, profits or designated sums from the mortgagor(s), and/or the grantee(s) of the mortgagor(s), and/or tenant(s) occupying or exercising control over the mortgaged premises and hold the same subject to the further order

of this Court.

- C. Plaintiff's Mortgage be declared a valid first lien and that Plaintiff have judgment of foreclosure for the amount so found to be due and owing thereon, together with any taxes or insurance premiums which may be due or which may be or have been paid by Plaintiff, together with attorney's fees and for the costs of this action.
- D. The Property be sold according to law and the practice of this Court, the equity of redemption be barred and that the proceeds of sale be applied as follows:

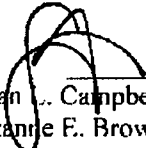
First, to the costs and expenses of the within action and said sale:

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

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

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

FURTHER, in the event the successful bidder (at the time of this foreclosure sale) is other than the Defendant(s) in possession herein, the Sheriff of Lexington County will be ordered and directed to eject and remove from the premises the occupants of the property sold, together with all personal property located therein, and put the successful bidder or his assigns in full, quiet and peaceable possession of said Property without delay, and to keep the successful bidder or his assigns in such peaceable possession.


Brian L. Campbell, SC Bar #74521
Suzanne E. Brown, SC Bar#76440
Jason L. Branham, SC Bar #72902
J. Marshall Swails, SC Bar #79067
Mark A. Pearson, SC Bar #15926
Brock & Scott, PLLC
3800 Fernandina Road, Suite 110
Columbia, SC 29210
Phone 888-726-9953 Fax 866-676-7658
Attorneys for Plaintiff

Dated: 10 / 18 / 11
Wilmington, North Carolina

STATE OF SOUTH CAROLINA)

FILED

ORIGINAL

COUNTY OF LEXINGTON)

IN THE COURT OF COMMON PLEAS

WELLS FARGO BANK, N.A.,
Ultimate Successor to First Union National
Bank,

CASE NO: 2011-CP-32-3945

PLAINTIFF,

VS

ANSWER

ALBERT J. SANDERS, JR. a/k/a Albert
J. Sanders, A J S PROPERTIES, LLC,
BRANCH BANKING AND TRUST CO.,
OF SOUTH CAROLINA, ultimate
Successor to Southern National Bank of
South Carolina, and FIRST PALMETTO
SAVINGS BANK, FSB,

DEFENDANTS.

FOR A FIRST DEFENSE

The Defendants, Albert J. Sanders, Jr., would answer the Plaintiff's Complaint as follows:

1. Each and every allegation contained in the Complaint and not hereinafter admitted, qualified or explained, is denied and strict proof demanded thereof.
2. That the Defendant admits the allegations of paragraphs 1, 2, 3, 4, 5, and 6.
3. The Defendant denies the allegations of paragraphs 7, 8, 9, 10 and 14, and demands strict proof thereof.
4. That as for the allegations of paragraph 15, the Defendant denies that the Defendant, First Palmetto Savings Bank, FSB has any lien or claim against this property of this Defendant.

8-11

AS A SECOND AND AFFIRMATIVE DEFENSE

5. Each and every allegation contained in the First Defense and consistent herewith is incorporated as if repeated verbatim.

6. That the Defendant sought relief pursuant to the SC Supreme Court Administrative Order 2011-05-02-01 and the Home Affordable Modification Program. The Defendant provided all documentation required by the lender and was assured that his application was being properly processed and that the lender would "work with him" to avoid foreclosure and loss of the property. At the request of the lender the Defendant make several payments on the loan during the process.

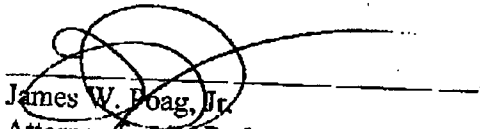
7. That the Defendant is informed and believes that he is entitled to relief under the aforesaid programs and administrative order but that the Plaintiff has not provided the assistance available and has ignored the Defendant's filings and responses to requests for documentation and information.

8. That the Plaintiff comes into court with unclean hands and the relief sought by Plaintiff should be denied and this action dismissed.

WHEREFORE, having fully answered the Plaintiff's Complaint, the Defendant Albert J. Sanders, Jr. pray:

 2

- a. That the Plaintiff's action be dismissed;
- b. For such other and further relief as may be just and proper.



James W. Poag, Jr.
Attorney for the Defendant
PO Box 6422
West Columbia, SC 29171
Phone: 794-6340
Fax: 796-8748

November 18, 2011

STATE OF SOUTH CAROLINA) FILED
COUNTY OF LEXINGTON) IN THE COURT OF COMMON PLEAS
2011 NOV 18 AM 11:45

WELLS FARGO BANK, N.A.,)
Ultimate Successor to First Union National)
Bank,)
BETH L. GARNING
CLERK OF COURT

CASE NO: 2011-CP-32-3945

PLAINTIFF,)

VS)

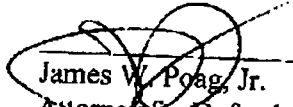
CERTIFICATE
OF MAILING

ALBERT J. SANDERS, JR. a/k/a Albert)
J. Sanders, A J S PROPERTIES, LLC,)
BRANCH BANKING AND TRUST CO.,)
OF SOUTH CAROLINA, ultimate)
Successor to Southern National Bank of)
South Carolina, and FIRST PALMETTO)
SAVINGS BANK, FSB,)

DEFENDANTS.)
_____)

I, James W. Poag, Jr., attorney for the Defendant Albert J. Sanders, Jr., in the above captioned matter, do hereby certify that I did this date place in the United States Mail, with postage prepaid and return address clearly indicated, a copy of Answer, to:

Brock & Scott, PLLC
Attorneys at Law
3800 Fernandina Road, Suite 110
Columbia, SC 29210


James W. Poag, Jr.
Attorney for Defendant

November 18, 2011

STATE OF SOUTH CAROLINA

COUNTY OF LEXINGTON

) COURT OF COMMON PLEAS
) C/A No. 11-CP-32-03945

Wells Fargo Bank, N.A. Ultimate
Successor to First Union National
Bank,

Plaintiff,

v.

Albert J. Sanders, AJS Properties,
LLC; Branch Banking and Trust
Company ultimate successor to
Southern National Bank of South
Carolina, First Palmetto Savings
Bank, FSB,

Defendants.

HEARING

Thursday, March 15, 2018
10:48 a.m. - 12:35 p.m.

The hearing before the Honorable Lisa L. Smith, Special Referee for Lexington County, was taken at 205 East Main Street, Suite 204, Lexington, South Carolina on the 15th day of March, 2018 before Carla S. Dominick, Court Reporter and Notary Public in and for the State of South Carolina.



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APPEARANCES

Chad W. Burgess, Esquire
 BROCK AND SCOTT, PLLC
 Westpark Center
 3800 Fernandina Road, Suite 110
 Columbia, South Carolina 29210
 Attorney for the Plaintiff

James W. Poag, Jr., Esquire
 Attorney at Law
 Post Office Box 6422
 West Columbia, South Carolina 29171
 Attorney for the Defendant

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EXHIBITS

(Plaintiff's Exhibit Numbers One through Ten were marked prior to the hearing and introduced as follows:)

Plaintiff's Exhibit Number One	4, 6, 8
(Promissory Note)	
Plaintiff's Exhibit Number Two	4, 6, 9
(Mortgage Note)	
Plaintiff's Exhibit Number Three	4, 6, 11
(Mortgage Note Merger)	
Plaintiff's Exhibit Number Four	4, 6, 12
(Notice of Foreclosure)	
Plaintiff's Exhibit Number Five	4, 6, 13
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1 (Plaintiff's Exhibit Numbers One through Ten were
2 marked prior to the hearing.)

3 CALL TO ORDER:

4 **THE COURT:** Okay. I'm going to go ahead and call
5 this hearing to order. We are here today in
6 the case of Wells Fargo Bank, NA as the
7 ultimate successor to First Union National Bank
8 as the plaintiff versus Albert J. Sanders, Jr.
9 and others. The case number is 2011-CP-32-
10 03945. This case was referred to me as special
11 referee by order of reference dated August
12 31st, 2015. I note that the notice of trial
13 was sent out, not only by letter from my office
14 but a -- an electrically filed notice was
15 presented to the clerk of court and shows the
16 plaintiff's law firm office having served all
17 the defendants in this matter. I also note
18 that the -- all of the defendants, an affidavit
19 of default was filed against them except for
20 Albert J. Sanders, Jr., who is represented --
21 who is present and represented today by Mr.
22 Poag and the defendants, First Palmetto Savings
23 Bank, which filed an answer, the Dubose
24 Robinson Law Firm represents them. They were
25 served with notice of the hearing and no one



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1 has appeared for -- for that bank, First
2 Palmetto Savings Bank. Before we start the
3 trial are there any other administrative things
4 that need to be announced or put on the record.

5 **MR. BURGESS:** Thank you, Your Honor. May it please
6 the court, Chad Burriss is here on behalf of
7 the plaintiff. Your Honor, we do have a number
8 of pre-marked exhibits. The plaintiff has pre-
9 marked Exhibits One through Ten. We have
10 stipulations as to the admissibly or as to the
11 admissibly of evidence to a number of those.
12 Exhibits One through Six -- Plaintiff's
13 Exhibits One though Six and Plaintiff's
14 Exhibit Number Eight are stipulated to. We'd
15 like to go ahead and offer those as evidence
16 and having those entered into the record. I
17 understand that the defendant has objections as
18 to Seven, Nine and Ten. We'll be in agreement
19 to hang on to those objections until they're
20 offered as evidence. So at this time we're not
21 offering Plaintiff's Seven, Nine or Ten as
22 evidence.

23 **THE COURT:** Seven, Nine and Ten will be addressed
24 during the testimony that the Exhibits One
25 through Six and Eight of the Plaintiff are



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1 stipulated to be a admissibility, is that
2 right, Mr. Poag?

3 MR. POAG: Yes, ma'am.

4 (Plaintiff's Exhibit Numbers One through Six and
5 Exhibit Number Eight were admitted into evidence.)

6 THE COURT: Thank you. Do you want to go ahead --
7 do you have a copy you can give to me or -- of
8 those two Plaintiff's Exhibits or how do you
9 wish to handle it?

10 MR. BURGESS: Well, the copies that I handed up there
11 are copies of those exhibits.

12 THE COURT: Yes, thank you.

13 MR. BURGESS: And we have pre-marked with the
14 original exhibits with the court reporter.

15 THE COURT: Okay.

16 MR. BURGESS: Those are copies. As to the Exhibit's
17 One and Two, the notice and mortgage, we have
18 the originals of those here as well if the
19 court might can inspect those.

20 THE COURT: Okay, this is fine to say we have
21 stipulated to the admissibility, I don't need
22 to see the original. Mr. Poag has seen it and
23 you have seen it. All right.

24 MR. BURGESS: Are we ready to proceed.

25 THE COURT: You may proceed, yes, thank you, sir.



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1 MR. BURGESS: Thank you, Your Honor. Plaintiff calls
2 at this time Jodie Hawkins.

3 THE BAILIFF: Is the testimony you're about to make
4 today cause to tell the truth, the whole truth
5 and nothing but the truth, so help you God?

6 MS. HAWKINS: Yes.

7 THE BAILIFF: Okay. Site your whole name and spell
8 your last name.

9 MR. HAWKINS: Jodie Hawkins. Last name, H-A-W-K-I-
10 N-S.

11 MS. HAWKINS - DIRECT EXAMINATION BY MR. BURGESS:

12 Q: Ms. Hawkins, where are you employed?

13 A: Wells Fargo Bank, NA.

14 Q: And how long have you been there?

15 A: It will be ten years in May.

16 Q: And can you tell me about the nature of your
17 employment?

18 A: I was with Wells Fargo as a loan verification
19 analyst and I review business records on behalf
20 of the bank and testify in court, at trials,
21 mediations and depositions.

22 Q: And you mentioned business records, does Wells
23 Fargo retain records regarding the mortgage
24 loan that it services?

25 A: Yes.



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1 Q: And can you tell me about your access to the
2 records.

3 A: I have access to the systems that Wells Fargo
4 Bank has in order to pull the records or view
5 the records online.

6 Q: And do those records reflect of a loan --
7 mortgage loan to the Defendant, Albert Jerry
8 Sanders, Jr.?

9 A: Yes.

10 Q: Or Albert J. Sanders, Jr.?

11 A: Yes.

12 Q: And do you have access to records regarding
13 that particular loan?

14 A: Yes.

15 Q: And turning your attention to Plaintiff's
16 Exhibit Number One, which has been entered, do
17 you recognize that document?

18 A: Yes.

19 (Plaintiff's Exhibit Number One was identified for
20 the record.)

21 Q: And can you tell me what that document is?

22 A: It is the promissory note for the address at
23 131 East Chateau Drive.

24 Q: And can you tell me the date of that note?

25 A: January 23rd, 2002.



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1 Q: And what was the principle amount of the note?

2 A: \$94,700.

3 Q: And can you tell me who the original lender
4 was?

5 A: First Union National Association. Virginia
6 National Bank, sorry.

7 Q: And turning your attention to the last page of
8 that document, does that appear to bear
9 signature over the typing of Albert J. Sanders?

10 A: Yes.

11 Q: And is the repayment of that note secured by
12 mortgage on real property?

13 A: Yes.

14 Q: Okay. Turning your attention to Plaintiff's
15 Exhibit Number Two, do you recognize that
16 document?

17 A: Yes.

18 Q: And can you tell me what that document is?

19 A: It is the mortgage for the 131 East Chateau
20 Drive.

21 (Plaintiff's Exhibit Number Two was identified for
22 the record.)

23 Q: And was First Union National Bank the original
24 mortgagee on this particular mortgage?

25 A: Yes.



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1 Q: And as you indicated, what was that property
2 address for this particular property?

3 A: 131 East Chateau Drive, West Columbia, South
4 Carolina, 29171.

5 Q: And on the last page of that document, does it
6 have a more detailed property description of
7 the property that's secured?

8 A: Yes, it does.

9 Q: And on the second to the last page, above the
10 main Albert J. Sanders, Jr., printed name, does
11 there appear to be a signature there?

12 A: Yes, it is.

13 Q: And the same with a Patricia S. Sanders, is
14 there a signature over that one?

15 A: Yes.

16 Q: Was that signature recorded here in Lexington
17 County?

18 A: Yes, it was.

19 Q: Can you tell me when that was recorded?

20 A: January 28th, 2002.

21 Q: Okay. Thank you. Moving your attention to
22 Plaintiff's Exhibit Three, effective April 1st,
23 2002, did First Union National Bank merge with
24 Wachovia Bank National Association?

25 A: Yes.



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1 (Plaintiff's Exhibit Number Three was identified for
2 the record.)

3 Q: And the first couple pages of that document, is
4 that what that -- whole record of that merger?

5 A: Yes.

6 Q: And effective March 20th of 2010 did Wachovia
7 Bank National Association merge into the
8 plaintiff in this case, Wells Fargo Bank
9 National Association?

10 A: Yes.

11 Q: And is the last page of that document a public
12 notification of that merger?

13 A: Yes, it is.

14 Q: And the information regarding these mergers, is
15 that information publically available?

16 A: Yes, it is.

17 Q: Regarding this particular loan, have all the
18 payments that came due under the loan been
19 made?

20 A: No, they have not.

21 Q: And based upon that default as the plaintiff
22 chosen to accelerate what's owed?

23 A: Yes.

24 Q: And I want to direct your attention now to
25 Plaintiff's Exhibit Four, do you recognize this



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1 -- that Exhibit?

2 A: Yes, I do.

3 (Plaintiff's Exhibit Number Four was identified for
4 the record.)

5 Q: And is that Exhibit comprised of letters dated
6 November 9th, 2009 to the defendant -- excuse
7 me -- to the defendant in this case regarding
8 a notice of intention to foreclose?

9 A: Yes.

10 Q: And did this correspondence advise the
11 defendant the amounts necessary to bring the
12 loan current at that time?

13 A: Yes.

14 Q: And pursuant, following those letters, did the
15 defendant remit some funds to Wells Fargo
16 regarding his default?

17 A: Yes, he did.

18 Q: Did he fall behind subsequent to that to making
19 some payments after the November 19th, 2009
20 letter?

21 A: Yes, he did.

22 Q: And so, I bring your attention to Plaintiff's
23 Exhibit Number Five, on July 14th, 2010, did
24 Wells Fargo send out a letter to the defendant
25 noticing him again that he's in default?



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1 A: Yes.

2 (Plaintiff's Exhibit Number Five was identified for
3 the record.)

4 Q: And is Plaintiff's Exhibit Number Five a true
5 and accurate copy of that particular letter?

6 A: Yes, it is.

7 Q: And following that particular letter -- letter,
8 did the defendant bring the loan current?

9 A: No, he did not.

10 Q: Directing your attention to Plaintiff's Exhibit
11 Number Six. Do you recognize that document?

12 A: Yes, I do.

13 Q: And can you tell me what that document is?

14 (Plaintiff's Exhibit Number Six was identified for
15 the record.)

16 A: This is the payment history for this loan.

17 Q: And does that payment history reflect what
18 we've been discussing as far as Mr. Sanders
19 making some payments and then falling behind,
20 as far as the default on the loan?

21 A: Yes, he does.

22 Q: Directing your attention to Plaintiff's Exhibit
23 Number Seven. Does that document a true and
24 accurate copy of a printout from what was one
25 of the -- showing summary of the amounts that



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1 are currently due and owing on this loan?

2 A: Yes.

3 Q: And regarding the amounts shown on this
4 particular printout, are those amounts ---

5 MR. POAG: Your Honor, excuse me. I think this is
6 one of the ones I had reserved an objection to.

7 MR. BURGESS: Well, I haven't offered it as evidence
8 yet. I'm still laying a foundation.

9 THE COURT: I'm not looking at it if it's point ---

10 MR. POAG: She's going to testify from it though.

11 MR. BURGESS: I haven't asked her to talk the
12 contents of the document yet.

13 THE COURT: Maybe lay the foundation you need for it
14 and then from this we can re-offer it.

15 MR. BURGESS: I just may submit it as evidence, but
16 haven't laid the foundation yet.

17 THE COURT: Okay.

18 Q: Regarding the entries on this particular
19 document, without going into the content, is
20 the information on this document, is it kept
21 withing the normal business process from Wells
22 Fargo -- in the course of business for Wells
23 Fargo?

24 A: Yes.

25 Q: And the information reflected on this document,



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1 is it kept at or near the time that it occurs?

2 A: Yes.

3 Q: And do you have access to the particular system
4 that would show the information outlined in
5 this document?

6 A: Yes.

7 **MR. BURGESS:** Your Honor, at this time I would
8 submit Plaintiff's Exhibit Number Seven.

9 **THE COURT:** Do you have an objection?

10 **MR. POAG:** Please the court, I would object Your
11 Honor. This -- this document that I have --
12 have got a copy of has a copy of someone's
13 signature. I don't know if the original's even
14 in the court room. I've never seen it. I
15 don't believe it is. Also, she's testified
16 that this document was made in the normal
17 course of business and I would take exception
18 to that. I think this is for a particular
19 purpose of the court. So I mean, I can't
20 believe that Wells Fargo would prepare this
21 type of document for every loan they have,
22 unless it was some particular purpose that, I
23 mean, not in the regular course of business.
24 So I would object to the induction of that
25 document.



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1 THE COURT: Do you have anything else to add.

2 MR. BURGESS: Your Honor, just two brief responses
3 to the objection. First as to the original,
4 the original or the copies admissible to the
5 same extent as the original document. The
6 range or the pages that the -- first page is
7 a printout along with the remainder of the
8 pages, they're basically two summaries. Being
9 that the original of the one with the signature
10 on it, that's just a computation of -- of the
11 amounts. The documents that comprises business
12 records including that document are all here
13 part of one document, so there wouldn't be an
14 original of pages 2, 3, and 4 of this document.
15 That is the document. That is the business
16 record itself. I think what he's referring to
17 is the first page that's signed. I would just
18 like to point out that the -- a copy is
19 admissible to the same extent that original is,
20 and especially to the extent that there's no
21 allegation that the copy is a forgery or
22 different from any way from the original, and
23 then Your Honor, simply that's the purpose for
24 the remainder of the documents behind it that
25 are part of this exhibit. As to the business



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1 reference, the fact that the documents created
2 for a particular purpose doesn't take it
3 outside the course of business for a particular
4 business entity. They may -- and this is first
5 is what a business would do. They would have
6 different documents for different purposes all
7 within a normal course of business, so I think
8 that the -- in this case right here's exception
9 to hearsay has been met.

10 **THE COURT:** The objection is overruled and I'll
11 allow the exhibit to be admitted into evidence.
12 **(Plaintiff's Exhibit Number Seven was admitted into**
13 **evidence.)**

14 **MR. BURGESS:** Thank you Your Honor.

15 Q: Ms. Hawkins, can you tell me what the principle
16 balance due for this loan IS?

17 A: \$87,596.78.

18 Q: And is there currently interest that has
19 accrued as well?

20 A: Yes, \$455.38 and also \$58,043.19.

21 Q: And that goes back to -- from prior interest
22 amounts on this particular loan, so a total
23 amount would be the \$58,043.19, plus the
24 \$455.38, is that correct?

25 A: Yeah. That's interest due from the default



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1 forward.

2 Q: And have there been any late charges?

3 A: Yes, \$80 in late charges.

4 Q: Any other amounts -- have there been any other
5 amounts paid by Wells Fargo?

6 A: Hazard insurance in the amount of \$372 and also
7 taxes in the amount of \$1,277.55.

8 Q: So the total debt due to Wells Fargo, what
9 would that come to?

10 A: \$147,824.90.

11 Q: And in addition to those amounts are you
12 seeking an award of attorney's fees associated
13 with this foreclosure action?

14 A: Yes.

15 Q: We'll discuss those later. You indicated that
16 -- that Wells Fargo had paid the taxes. Can
17 you tell me what years they paid the taxes for
18 this particular property?

19 A: We paid 2012 taxes and 2016 taxes.

20 **(Plaintiff's Exhibit Number Eight was identified for**
21 **the record.)**

22 Q: And is the document marked as Plaintiff's
23 Exhibit Number Eight printout of the tax
24 records and checks used to pay those particular
25 taxes?



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1 A: Yes.

2 Q: And so those numbers add up to the figure that
3 you indicated earlier, \$1,277.55?

4 A: Yes.

5 Q: Okay. Turning your attention to Plaintiff's
6 Exhibit Number Nine. And I don't believe this
7 one has been entered yet as evidence. Do you
8 recognize that document?

9 A: Yes.

10 (Plaintiff's Exhibit Number Nine was identified for
11 the record.)

12 Q: And turning your attention to page two, there's
13 a line that says borrower there. Does there
14 appear to be a signature above that?

15 A: Yes.

16 Q: And next to it there's a date, what's the date
17 on this particular document?

18 A: April 14th, 2009.

19 Q: And can you identify this particular document
20 and tell me what exactly it is?

21 A: It's a payment extension agreement. So back in
22 2009 he was in default for the March 13th, 2009
23 payment, so it's stating that we will take the
24 March and April payment and push it to the end
25 of the loan so he would have been due at this



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1 time for the May payment.

2 **MR. BURGESS:** Excuse me. Your Honor, at this time I
3 would submit Plaintiff's Exhibit Number Nine as
4 evidence. I have an extra copy if you need to
5 see it.

6 **MR. POAG:** You're at Nine?

7 **MR. BURGESS:** Yes.

8 **MR. POAG:** Your Honor, I would impose an objection
9 to this document. I have reviewed with my
10 client and Mr. Sanders tells me that it's not
11 his signature.

12 **THE COURT:** I'm gonna overrule the objection and
13 allow it to be admitted for the purposes of the
14 Plaintiff's offering in your case can offer the
15 testimony of your client as to whether or not
16 he signed it, but the fact that it is part of
17 the business records of the bank and their
18 records of the mortgage servicing. I'll allow
19 it in there on that basis.

20 **(Plaintiff's Exhibit Number Nine was admitted into**
21 **the record.)**

22 **MR. BURGESS:** Thank you, Your Honor. And I would
23 add, Your Honor, for the record that we would
24 also be submitting it as a commercial paper
25 that would also be allowable in evidence, so



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1 there'll be Plaintiff's position as it's also
2 a commercial paper as part of the loan as part
3 of the payment extension agreement.

4 Q: And Ms. Hawkins, regarding this agreement you
5 said that it extended at that point in time in
6 April of 2009. This change was due through
7 March 13th, 2009, am I sharing correctly?

8 A: Yeah. He was due for the March 13th, 2009 in
9 the amount of \$661.13.

10 Q: And in that -- this document extends that
11 payment out for a number of days?

12 A: Yes. It extends out 60 days -- well it -- the
13 March and April payment were moved to the end
14 of the loan, so it would have brought him
15 current to the May 13th, 2009 payment.

16 Q: I see. And it's your assertion that following
17 this agreement the defendant fell behind again,
18 is that correct?

19 A: Yes.

20 Q: And so, as of today he's still behind on the
21 loan, is that correct?

22 A: Yes.

23 Q: And I asked this earlier, but I want to make
24 sure we're on the same page, is the plaintiff
25 seeking attorney's fees and costs regarding --



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1 related to this particular foreclosure?

2 A: Yes.

3 **MR. BURGESS:** Your Honor, we have a lead prepared
4 from our office an affidavit of attorney's fees
5 counseled -- it's been pre-marked as
6 Plaintiff's Exhibit Ten. I understand any
7 objects to that affidavit.

8 **THE COURT:** Do you have an objection to the -- to
9 the affidavit of the attorney's fees being
10 offered as an exhibit or an objection related
11 to the client ...

12 **MR. POAG:** I don't have a problem with him putting
13 it up the same as what he's done, but
14 opportunity to examine -- examine him about it.

15 **THE COURT:** I think that's appropriate.

16 **MR. BURGESS:** That's fine, Your Honor. I guess
17 we'll take that up at the end of the testimony.
18 If he wants to put me on the stand to testify.
19 I understand.

20 **THE COURT:** All right. I don't have a preference
21 whether it occurs now or whether it occurs at
22 the -- at the end after the defense case. I
23 mean, sometimes it does even a notice of a
24 hearing, but I would rather address it today.

25 **MR. BURGESS:** Sure. We have no objection to that,



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1 understanding that cross-examination of an
2 affidavit is difficult.

3 **THE COURT:** Okay. So is there anything else from
4 this witness about what you want to offer?

5 **MR. BURGESS:** I think that's all the questions I
6 have for this witness.

7 **THE COURT:** All right. So just to be clear, I'm
8 going to hold this Exhibit Ten and then we'll
9 actually, Mr. Burgess and -- I'll separately,
10 I'll put you under oath and enter your
11 affidavit from your prior and give Mr. Poag a
12 chance to cross-examine him, but we'll do that
13 separately, okay? It would be after this
14 witness. Mr. Poag, do you have any questions
15 for this witness?

16 **MR. POAG:** Just a couple.

17 **THE COURT:** Okay.

18 **MS. HAWKINS - CROSS-EXAMINATION BY MR. POAG:**

19 **Q:** Ms. Hawkins, would you look at Plaintiff's
20 Exhibit Number Seven for me? You got it?

21 **A:** Yes.

22 **Q:** And where it talks about the interest ---

23 **A:** Yes.

24 **Q:** --- it's written down in two numbers, ones from
25 January 11 of this year to February 26th of



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1 this year for \$455.38 and then a larger number
2 58 thousand plus, it just says through 1/30/18
3 at variable rate. Can you tell me what date
4 we're running this from?

5 A: Well, first I want to say that it's the
6 \$455.38. I think you said January 11, 2018,
7 it's January 31st, 2018.

8 Q: I'm sorry.

9 A: It's okay. And then the second line in the
10 amount of \$58,043.19, that would have been back
11 from default to January 20th, 2018.

12 Q: And when was default?

13 A: Default was in July of 2009.

14 Q: I'm going to hand you Plaintiff's Exhibit
15 Number One, and I'll turn your attention to
16 this next. Can you read this for me?

17 A: It indicated this is a fixed rate loan and my
18 interest rate is 7.59.

19 Q: And what does it say on Exhibit Number Seven is
20 the interest?

21 A: The first line says the interest from January
22 31st, 2018 to February 26th, 2018 says 7.59.

23 Q: And below that?

24 A: It says variable.

25 Q: It's not variable though, is it?



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- 1 A: Per the note it says 7.59, it should be fixed.
- 2 Q: Fixed, correct?
- 3 A: That's correct.
- 4 Q: So how did you compute that 58 thousand, what
- 5 numbers did you use? What interest? How did
- 6 it change? If you don't know, just tell me you
- 7 don't know.
- 8 A: I was just looking at the rest of the document.
- 9 Give me just a second. Yeah, the document in
- 10 front of me doesn't tell me.
- 11 Q: So we can't put any kind of confidence in that
- 12 58 thousand number?
- 13 A: That 58 thousand dollar number was pulled out
- 14 of our system of record, so that's that the
- 15 system of record calculated.
- 16 Q: But it says it's variable rate?
- 17 A: That's what this document says, yes, the front
- 18 page.
- 19 Q: But it's not variable.
- 20 A: Per the note it says it's fixed at 7.59.
- 21 Q: And you can't tell the court what number for
- 22 interest you used or your company used to
- 23 compute that 58 thousand dollar figure, you
- 24 don't know?
- 25 A: Per these documents in front of me, no, I



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1 couldn't tell you.

2 Q: Now, does your firm, does a mortgage company
3 bank, what is your lead position on this
4 property.

5 A: It is second. I can't remember the bank that
6 we're behind on.

7 Q: It would have been BB&T?

8 A: I believe that's who it was, yes.

9 Q: Okay.

10 **MR. BURGESS:** Your Honor, I'm just going to have an
11 objection. There's so much facts not in
12 evidence. Plaintiff complaint makes a pleading
13 about BB&T and they're in default. The
14 complainant alleges the loan in question, the
15 BB&T loan is paid but not satisfied. BB&T
16 hasn't answered in this case. So why they --
17 number one, they don't take the lien position,
18 as far as, BB&T is involved is relevant and
19 number two, assuming the fact that it's not in
20 evidence at this time.

21 **MR. POAG:** Well, I think it's certainly relevant,
22 we've got a prior lien holder who's not here.

23 **THE COURT:** Whose in default.

24 **MR. POAG:** Well, I don't know that that would go to
25 them being completely barred from appearing



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1 though. I mean, we're sitting here looking at
2 a mortgage that is superior of the plaintiff's
3 mortgage.

4 **THE COURT:** And they received notice of the hearing
5 though, right?

6 **MR. POAG:** Yes, Your Honor.

7 **THE COURT:** So they received Notice of the hearing
8 and addition to being in default on the initial
9 service.

10 **MR. BURGESS:** Yes, Your Honor, the notice was sent
11 to the same entity that they were served CT
12 Corporation for BB&T.

13 **THE COURT:** I'm going to overrule the objection and
14 allow the line of questioning. I'm not quite
15 sure it's relevance, but I'm gonna allow him to
16 go into it, certainly.

17 **Q:** So what I interested in, in the plaintiff is
18 given in the complaint, it says that upon
19 information and belief said, lien, the lien
20 with BB&T has been paid in full but has never
21 satisfied with record? Now, can you tell me
22 what you base that information and belief on?

23 **A:** The person that would have -- can I see the
24 complaint, I don't know for sure what you're
25 basing that on?



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1 Q: Sure. It's this paragraph.

2 A: I personally don't know. I didn't review or
3 approve or execute the compliant, so I don't
4 know what was reviewed prior to -- to determine
5 that that 19 thousand was paid in full and
6 satisfied or not satisfied but paid in full, so
7 I don't know.

8 Q: Okay. Thank you for that. Does anything your
9 possession or any of these exhibits indicate
10 correspondence with my client concerning that
11 he's defaulted any about making payments? The
12 reason I ask is there was on your Plaintiff's
13 Exhibit Number Six, the last page there of that
14 Exhibit, it shows two payments, two mortgage
15 payments being made, January 2011 and February
16 2011. Do you know if those payments were sent
17 in pursuant to an agreement my client had
18 reached with your firm about liquidating his
19 arrearage?

20 A: I can't -- I mean, the only think that I can
21 testify to is that we received those payments
22 and applied them to the loan. As far as some
23 agreement, I -- I don't know.

24 Q: Let me ask you this: if a loan is in
25 substantial default, way behind, what's Wells



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1 Fargo's position about accepting a payment here
2 and a payment there? Do they always take the
3 payment?

4 A: Well, yes, if we receive a payment prior to the
5 account being sent to foreclosure counsel to
6 proceed with foreclosure we will accept the
7 payment and apply it to the account. But once
8 it has hit the attorney's office to proceed
9 with foreclosure on our behalf we would not
10 accept any payments. So this was prior to the
11 complaint being filed, so we would have
12 accepted the two payments and applied them.

13 Q: Well, I think your complaint was filed October
14 the 19th, 2011, is the stamp on my copy anyway.

15 A: That's correct. And these were made in January
16 and February of 2011.

17 Q: All right. Just a moment, Your Honor, if I
18 could.

19 THE COURT: Sure.

20 MR. POAG: Your Honor, Noting further.

21 THE COURT: Anything further Mr. Burgess?

22 MS. HAWKINS - REDIRECT EXAMINATION BY MR. BURGESS:

23 MR. BURGESS: Just a couple of questions, Your
24 Honor.

25 THE COURT: Yes, sir.



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1 Q: Ms. Hawkins, what did Exhibit Number Six, the
2 payment history here, the final of the last
3 page you're talking about the interest rate.
4 There are two columns there and one says
5 effective date 6/8/2010, there's a number out
6 beside that of 7.59 percent, is that correct?

7 A: Yes.

8 Q: And then there's another one January 1st, 2013,
9 also 7.59 percent, is that correct?

10 A: Yes.

11 Q: On this document do you see any indication or
12 any of the documents places in the 6 or 7
13 regarding the amount owed? Do you see any
14 other interest rates other than the 7.59
15 percent?

16 A: You said 6 and 7 right?

17 Q: Yes, either 6 or 7?

18 A: No, I do not.

19 Q: Do you have any reason to believe that Mr.
20 Sanders has been charged any other interest
21 rate other than 7.59 percent?

22 **MR. POAG:** Objection, Your Honor. She's the one
23 that put that into evidence, that document,
24 Exhibit Number Seven now he's going to impeach
25 his own witness, contradicts her testimony.



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1 MR. BURGESS: I didn't think ---

2 MR. POAG: As if she didn't ---

3 MR. BURGESS: I didn't know ---

4 COURT REPORTER: One at a time, please.

5 THE COURT: I'm going to overrule the objection. You
6 can make your point on cross-examination, which
7 I think you already have, but you can make it
8 again and Mr. Burgess, if you would just ...

9 MR. BURGESS: Okay. I'm wrapping up here.

10 Q: As to the interest rate, if you were to take
11 that date of default, 6/8/2010, and do a
12 mathematical calculation could you come up with
13 a figure? In other words, is interest a
14 mathematical calculation based on a principle?

15 A: I couldn't do that calculation right this
16 second, but it inputted -- the interest rate is
17 inputted into our system of record and all that
18 is calculated through our system of record.

19 Q: So you would run into a mathematical
20 calculation come to that based on the principle
21 and the number of days that it's been in
22 default or is it the number of days that
23 interest rate was, is that correct?

24 A: Yes.

25 Q: And just quickly related to the 1992 mortgage,



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1 to your knowledge has BB&T made an appearance
2 in this particular action?

3 A: Not to my knowledge, no.

4 Q: Have they asserted priority over Wells Fargo at
5 this particular point of time?

6 A: I haven't seen anything that they have done.

7 MR. BURGESS: Your Honor, that's all I have.

8 MR. POAG: Just one or two on re-cross, Your Honor.

9 THE COURT: Okay.

10 **MS. HAWKINS - RECROSS-EXAMINATION BY MR. POAG:**

11 Q: On Exhibit Number Six, and I'm looking at the
12 last page, down here if I could point?

13 A: Yep.

14 Q: Where it says you've got indication of 2/1/2018
15 and out by it says sold. What does that mean?

16 A: Show me where you're at? This particular loan
17 transferred over into a different system of
18 records, so it's just the balance, you bank
19 from the home equity system which would have
20 been Shaw to the home mortgage and would have
21 been MSP.

22 Q: So who owns the loan effective February 1,
23 2018?

24 A: It's still Wells Fargo Bank. We have two
25 different systems of records depending on the



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1 type of loan. A home equity side uses a system
2 of record called SHAW. The home mortgage side
3 uses a system of record called MSP. So it's
4 just the balance moving from one system to the
5 other. The property wasn't sold, it wasn't
6 paid off, nothing like that.

7 Q: So this -- I'm not so much talking about the
8 property being sold, but the loan being sold.
9 So Wells Fargo paid itself \$147,369.52?

10 A: We didn't pay ourselves. We didn't sell this
11 loan to anybody else. We still hold and own
12 it. It's just showing the transaction moving
13 from Shaw to MSP, so the 87 thousand dollars in
14 principle and the 58 thousand dollars in
15 interest, it's showing that point off of the
16 Shaw system of record and it is now sitting in
17 the MSP system of record, which is on Exhibit
18 Seven, that screen shot, the second page, that
19 is the MSP system of records showing the
20 balance.

21 Q: That payoff -- the payoff number, 147 figure
22 has \$58,498.57 in interest ---

23 A: Yeah, because the ---

24 Q: --- which is a different figure -- excuse me.
25 That's a different figure than what is on



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1 Exhibit Number Six, and that number's shown as
2 a negative, so I mean, they're deducting
3 \$58,043.19, aren't they?

4 A: That -- just that line is just showing that
5 it's removing the balance off of Shaw's System
6 of Record and putting it in MSP. The
7 difference between the two interest amounts is
8 that is his amount as of February 1st, 2018.
9 The interest amount on Exhibit Number Seven,
10 the second page, is the interest due through
11 February 26th, 2018. But that whole
12 transaction -- the loan wasn't sold to another
13 bank, it's just removing the balances from one
14 system of record and then it's being put on a
15 different system of record.

16 Q: What is the name of the firm that owns the
17 mortgage today?

18 A: I don't -- I don't understand what you're
19 saying. We're a bank, not a firm.

20 Q: Okay. Excuse me. What's the name of the bank?

21 A: Wells Fargo Bank.

22 Q: And it has different entities that it now owns?

23 A: It has two different systems of records that
24 house different loan products.

25 Q: So which is -- what is the -- is this loan was



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1 originated in the name of First Union National
2 Bank, right?

3 A: Correct.

4 Q: And that through some merger became what?

5 A: Wachovia and First Union merged. The surviving
6 entity was actually First Union, but they took
7 the name of Wachovia Bank.

8 MR. POAG: Nothing further, Your Honor.

9 THE COURT: Thank you. Did you want her to leave
10 those Exhibits up there or turn them over to
11 the court reporter?

12 MR. BURGESS: We may need those for other witnesses.

13 THE COURT: Okay. Just leave them on the counter
14 there, that's fine.

15 MR. BURGESS: Your Honor, did we want to take up the
16 attorney's fees issue or do we want to move on
17 to Mr. Sanders testimony or the defense
18 testimony or?

19 THE COURT: Why don't we go ahead and just take care
20 of the attorney's fee issue it that's what's
21 okay. If no one has any objection to that
22 we'll do it now while you're offering your
23 case.

24 (Off the Record)

25 THE COURT: All right. Mr. Burgess, I think if



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1 you're going to offer this you should probably
2 be put under oath and identified to enter your
3 affidavit as an exhibit.

4 **CHAD W. BURGESS, ESQUIRE**, having been duly sworn,
5 testifies as follows:

6 **MR. BURGESS - DIRECT TESTIMONY:**

7 **THE BAILIFF:** You may have a seat. State your full
8 name and spell your last name.

9 A: Chad Wilson Burgess. Last name's spelled B-U-
10 R-G-E-S-S.

11 **THE COURT:** Thank you, Mr. Burgess. Will you begin
12 by offering your Ten -- Plaintiff's Exhibit Ten
13 that you have prepared and brought to court
14 today?

15 A: Thank you, Your Honor. I do ---

16 **THE COURT:** And you can sit down if you want, it's
17 fine. Where ever you're more comfortable.

18 A: I do have some submission as evidence, the
19 prepared affidavit of attorney's fees, prepared
20 by our office, executed by myself and I'd like
21 to submit that as evidence of the attorney's
22 fees and court costs expended by the plaintiff
23 in this particular action.

24 **THE COURT:** Okay. Any objection to the exhibit
25 being entered into evidence?



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1 MR. POAG: Yes, ma'am, I do. Well, we gonna get to
2 the meet of it -

3 THE COURT: Right.

4 MR. POAG: --- if it's just going to be an exhibit
5 then no.

6 THE COURT: Okay. Then the exhibit is entered into
7 evidence and Mr. Burgess, do you want to
8 testify to any of the contents of it before he
9 asks you a question or do you just wanna hear
10 the questions?

11 (Plaintiff's Exhibit Number Ten was admitted into
12 evidence.)

13 A: Well, I think the document speaks for itself
14 that if it's in evidence ---

15 THE COURT: Yeah.

16 A: --- the numbers are what they are.

17 THE COURT: Okay. Mr. Poag, do you have any
18 questions for Burgess?

19 MR. POAG: Just a couple, Your Honor.

20 THE COURT: Okay.

21 MR. BURGESS - CROSS-EXAMINATION BY MR. POAG:

22 Q: You've got down here on your affidavit that
23 there's a -- let me ask you this, do you have
24 a back-up document for this that shows when
25 these hours were entered, what you did that



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1 hour, what you did to prepare to prepare to
2 charge that?

3 A: Yes. The way we typically keep time is when a
4 case becomes contested and gets assigned to a
5 team. We have a computer system at the office
6 that we use, it's proprietary, whether the
7 system they use that has in it the ability to
8 input your hours real time. You could, one of
9 two ways you could start a timer or if you're
10 away from your desk you can keep track of your
11 time and enter those fees as they happen. What
12 happens with that is it keeps a line item of
13 the hourly amounts and the client's get billed
14 for those amounts?

15 Q: Excuse me. It shows that what you did for that
16 time?

17 A: Uh-huh (affirmative response).

18 Q: And how much you took?

19 A: You put in the description, you put in the
20 amount of time or you start and stop the time
21 and you have those options.

22 Q: And they -- and then it shows the days and the
23 date you did that?

24 A: Yes. It would have a date.

25 Q: But you don't have that as an exhibit to this



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1 affidavit?

2 A: No. We don't typically have those exhibits
3 added to the affidavit of attorneys fees.

4 Q: So is it your testimony that your client has
5 paid you \$10,145?

6 A: I believe that's correct as far as the amounts
7 that her client -- it's either bills that --
8 that is what our client has been billed. Those
9 bills may not have been paid at this in time.
10 I don't necessarily have access to the each
11 individual invoice to show that the client's
12 paid. That's what they've been charged for the
13 work that we did on the file.

14 Q: Well, can you tell me, you know, what the 33
15 hours consists of?

16 A: Off the top of my head I can give you a general
17 synopsis of the work we've done a particular
18 file as far as what those hours consist of.

19 Q: But you understand what I'm saying, it would be
20 a big help if the 33 hours is broken down into
21 what you did, when you did it, how much time
22 it took?

23 A: As far as a -- a particular line item, what
24 we've testify to is based on that -- those
25 records that we keep. The -- at a minimal show



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1 a reflection of records questions that we keep.
2 The 33 hours and things that we've done in
3 litigation as you recall, we had a previously
4 trial that had a scheduled at least two
5 previous times in this particular case, I
6 believe, if I'm not mistaken, this particular
7 case may have been before a different Master
8 who since has retired. And again, I'm going
9 from memory, this case has been going on since
10 2011.

11 Q: You don't have a special retainer agreement or
12 attorney's fees agreement with your -- Wells
13 Fargo with what they've payed, and why they've
14 paid?

15 A: Well, they do. We do have a contract with them
16 that describes the rates. The amounts are
17 broken down here to include the hours we billed
18 that they pay us. A portion of those go at
19 \$150 an hour. A portion of these were -- I
20 believe they were at \$175 an hour. A \$95 rate
21 would be for the paralegal work there that we
22 use.

23 Q: So ---

24 A: And that is also broken down ---

25 Q: So the 33 hours of the paralegal ---



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1 A: Thirty-three of -- yes. Recorded there.

2 Q: You got me.

3 A: So that's a total 20 hours of attorney's fees
4 and -

5 Q: What it says there is not exactly true because
6 it's not 33 hours equals \$10,145. That's
7 everything.

8 A: Correct. That is the total for the total
9 balance. That is the total.

10 Q: Can you tell me how much time it took you to
11 prepare the complaint?

12 A: The complaint would not have been included in
13 the out number there. It was at the -- you
14 will see it at the top. There was a flat fee
15 for certain \$810 for certain ...

16 Q: Do you recall or what was the largest entry in
17 determining how we rate or what did you charge
18 them to move forward?

19 A: I'm sure that would have been for -- without
20 looking at that now, I would not be able to
21 say -- I do know there were prior hearings in
22 this particular case.

23 Q: How long you been practicing law?

24 A: Since 2004.

25 Q: And you've been with this Brock and Scott the



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1 entire time?

2 A: No. I started working with Brock and Scott,
3 August 20th, 2011, I believe it was.

4 Q: You do exclusive foreclosures?

5 A: Correct. Exclusively litigated contested
6 foreclosures.

7 MR. POAG: Your Honor, I don't have anything
8 further.

9 THE COURT: Thank you, Mr. Burgess, I don't have
10 any questions. And for some reason I got two
11 copies of that affidavit, so if you want one of
12 those back. All right. Is there anything else
13 from the plaintiff?

14 MR. BURGESS: I believe that's all the plaintiff
15 has. The plaintiff rest.

16 THE COURT: Thank you. Mr. Poag?

17 MR. POAG: We would call Albert J. Sanders, Jr.

18 MR. BURGESS: I believe these are the Exhibits -

19 THE COURT: Those are the exhibits in evidence, so
20 if you want to just leave them on the counter
21 here anyone can use them that needs those.

22 THE BAILIFF: The testimony you're about to make
23 today, do you promise to tell the truth, the
24 whole truth and nothing but the truth, so help
25 you God?



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1 MR. SANDERS: Yes, ma'am, I do.

2 THE BAILIFF: State your full name and spell your
3 last name.

4 MR. SANDERS: Albert Jerry Sanders, Junior. S-A-N-
5 D-E-R-S.

6 THE BAILIFF: You may have a seat.

7 MR. SANDERS - DIRECT EXAMINATION BY MR. POAG:

8 Q: Jerry, do you own the property at 131 Chateau
9 in West Columbia?

10 A: Yes, sir, I do.

11 Q: How long have you owned that property?

12 A: 8/4/1979. I built that house one board at a
13 time.

14 Q: Is that your principle residence?

15 A: Yes, sir.

16 Q: And you have a mortgage on this property or I
17 guess you have more than one mortgage?

18 A: Yes, sir.

19 Q: You heard us talking today about the mortgage
20 to -- starting out as First Union National Bank
21 and I'm going to show you the mortgage -- copy
22 of the mortgage. Is that the mortgage that you
23 took out on it in 2002?

24 A: Yes, sir.

25 THE COURT: Is that Plaintiff's Exhibit Two that



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1 you're looking at?

2 A: This is ---

3 **MR. POAG:** That's Exhibit Number One -- Two, excuse
4 me.

5 **THE COURT:** Two, okay. Thank you.

6 A: It's just after many times refinancing it.

7 Q: I understand that. You had already owed me for
8 years when you took out this mortgage?

9 A: Yeah.

10 Q: Now you took out a note to go with that
11 mortgage, does this look like the copy of that?

12 A: Yes, sir, it does.

13 Q: Does that appear to be your signature on the
14 pages?

15 A: Yes, sir.

16 Q: Now that original loan was for --

17 **THE COURT:** Mr. Poag, if I could just -- since you
18 showed him that and he identified his signature
19 -- you did show him Plaintiff's Exhibit One?

20 **MR. POAG:** One, right. I'm sorry. Excuse me.

21 **THE COURT:** Thank you.

22 Q: You had -- the amount of that loan was \$94,700,
23 is that right?

24 A: If that's what it says, it's --

25 Q: And was your -- as it a fixed rate of interest?



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- 1 A: Yes, sir, it was.
- 2 Q: 7.459?
- 3 A: What ever the interest was.
- 4 Q: Did the interest rate ever change to a variable
- 5 rate?
- 6 A: No, sir.
- 7 Q: Now for a while, for a long while you were able
- 8 to keep your mortgage current paying payments?
- 9 A: For 30 years. Forty-nine years I ever missed
- 10 a payment ain't never had nothing behind.
- 11 Q: And what happened to get -- to put you in
- 12 financial distress?
- 13 A: I was -- first of all I was fooled by a 39 year
- 14 old woman with four kids. Next thing, I put my
- 15 whole life behind her and put her through high
- 16 for her type of job. And we both worked hard
- 17 and tried to have something. And divorce, no
- 18 salary, divorce and all of that one time and
- 19 that's what all this started off to begin with.
- 20 Q: Did your financial straights get to the point
- 21 where you ended up having to file bankruptcy?
- 22 A: Yes, sir.
- 23 Q: When did you file bankruptcy?
- 24 A: When?
- 25 Q: Year?



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1 A: December of 2009.

2 Q: Okay. And that was kind of the culmination of
3 your hardships, financial hardship, is that
4 right?

5 A: Yes. It was the whole -- that was the whole --
6 and also too, the '08 and '09 mess of the work
7 I was doing to that same time.

8 Q: You had some other property?

9 A: Yes, sir, at that time.

10 Q: Property values, mortgage rates had all went
11 down. You took a \$200,000 house, overnight it
12 went down to 60,000 and you had \$130,000
13 mortgage on it. And I just want to add a
14 couple things here. When this all happened, I
15 went to -- this thing has been all the same, of
16 course me, that I'm the bad guy. I'm not
17 saying I don't owe this money, but I am saying
18 I went to every one of them -- I don't have a
19 formal education, I've got simple education and
20 I went to every one of them and says will you
21 please work with me. Will you let me pay
22 interest only, extend it out time or whatever
23 -- whatever y'all can do -- my ex-wife was a
24 bank teller and I never cheated nobody out of
25 a dime. The banks came to me. I didn't go to



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1 them. And I asked will you please work with me
2 at the time, there was no payments behind,
3 never have been a payment behind. Just like
4 this one right here, this loan, has been
5 financed many, many, many times. To start off
6 the provision was -- where I had it was with
7 Walker, I think it was. That's been 39 years
8 ago and then it was transferred over to First
9 South Carolina Federal. I have never missed
10 one payment and it's never been past 10 days or
11 15 days grace period. And all we hear is never
12 once or not just this one, even my life bills,
13 everything I had.

14 Q: So you asked -- you asked this lender, which
15 was at that time Wells Fargo or -- or was it
16 still First Union?

17 A: I can't remember what bank, if it was still
18 Wachovia, but I went them in person, there were
19 several of them. I called a list of people this
20 long (indicating), I begged and I pleaded with
21 them and -- and -- and -- and from December
22 2009 til approximately November, December 2010,
23 the bankruptcy court told me I could not --
24 that they gave me permission to work with the
25 banks on all the loans I had, but anyone, or



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1 work with anything and Wells Fargo, it might
2 have been at Wells Fargo, it might have been
3 Wachovia at the time. I can't remember, but
4 I've got notation -- I'll tell you exactly --
5 if you will, I'll tell you in a second, Your
6 Honor. I don't want to get myself in a lying
7 situation. Okay. It's supposed to be over
8 there, but I want to say in 2010, at the end of
9 2010 they told me, starting January ---

10 Q: Who is they?

11 A: The bank, Wells Fargo. Because it was Wachovia
12 at the time. I'm sorry, but I would have it in
13 my notes right there. But anyway, Wells Fargo
14 said sir, if you'll pay the payments like it's
15 supposed to be we would take whatever you've
16 got behind and was only about 6 or 7 thousand
17 dollars, so if you take a year that's what my
18 house payment was. Was about a year behind, so
19 it would be 6 or 7 -- less than 10 thousand
20 dollars. They would put it at the back of it
21 and I did exactly what the lady said and I went
22 to the branch over there in Cayce and I paid
23 two payments and I have the original receipts
24 where I paid them. I paid January and February
25 of 2011 and they wouldn't take it no more.



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1 They sent me the money back. I said ma'am, I
2 thought you were working with me and after that
3 they wouldn't talk to me no more and I have
4 even as recent as January this year, contacted
5 the lady, contacted Wells Fargo and evidently
6 somebody complained or whatever to -- to some
7 lady and I got the letter she wrote me and she
8 said if at all possible to work with me. I've
9 got the original letter. But I've have -- I've
10 got a list of names this long (indicating), at
11 least close to 8 or 10 names that I've talked
12 through the time and --

13 Q: Have you sought modification this long?

14 A: I've asked a hundred times. I even asked --
15 and probably -- I done -- I done probably what
16 I didn't supposed to do. I even -- it was
17 about 3 or 4 weeks ago I faxed Mr. Burgess a
18 letter, please modified this, this is my house.

19 Q: Have you had any response?

20 A: I've had nothing.

21 Q: They haven't given you any refusal, just got
22 nothing at all?

23 A: Nothing. Nothing. Yeah, yeah, yeah. They
24 gave the promises of what -- what -- what --
25 wait a minute. I know you're not supposed to



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1 say this in the court, if I say it I'd be
2 telling a lie, but if somebody professional say
3 it then, it's okay. We made a mistake. But
4 them people made mistakes. They just did
5 something, talked to me on the phone and try to
6 get me off of. You know what I'm saying. That
7 probably, in my book, or however you want,
8 that's a flat lie. I bet I had 10 peopled and
9 I've got every name, not every one, but I've
10 got at least 10 names. I wrote them a letter,
11 I begged with them, I plead with them. I did
12 everything but got on my hands and knees and go
13 cut their grass.

14 Q: Have you received any documents or forms to
15 fill out for a modification?

16 A: No, sir. And then, I don't know, and then on
17 top of it, about when I got the certified
18 receipt. I'm very sloppy on paperwork, my ex-
19 wife did it all. But as recent as February 7th

20 —
21 Q: This year?

22 A: This year. I had someone help me and how I got
23 this name of this company was in the newspaper
24 of the fines, and it said Thump will not lower
25 their fines. It was called the United States



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1 Consumer Financial Protection Bureau, and I
2 don't have anything to do with computers so, I
3 ask them to send it to me in a hard copy. Sent
4 me a thing, she said -- so I tried to get
5 somebody to help me and I filled it out, I got
6 the original. A copy of the original and I've
7 got copies of e-mails and all that. That
8 somebody helped me with. And as recent as here
9 a couple weeks ago, we want more extension
10 time. I got the -- I got the thing from the
11 Wells Fargo where I sent the complaint in.
12 How I sent the complaint in, also I got things
13 -- they wanted more time for extension.

14 Q: Who needed more time?

15 A: Wells Fargo.

16 Q: And that was about -- to respond to an
17 investigation by the Consumer Protection
18 Bureau?

19 A: Yes, sir.

20 Q: And what has been the upshot of all that?

21 A: Right now I'm in a waiting period for their
22 extension. We're sitting here in court trying
23 to defend myself without their response and you
24 know -- so you know, and what I said under
25 response, I would take a lie detector test



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1 saying it's the truth, what ever I've put into
2 compliant.

3 **THE COURT:** Is this complaint something you're
4 offering onto evidenced, Mr. Poag?

5 **MR. POAG:** I think he has that original copy ---

6 A: Yes, I have it right here. I've got it right
7 here.

8 **MR. BURGESS:** Your Honor, we haven't seen this
9 document.

10 **THE COURT:** Right. I'm going to give you a break to
11 talk about that if you need to. We'll see if
12 he has it first.

13 A: This is a -- this is a copy of the stuff I sent
14 certified mail to Mr. Burgess and then I've got
15 some letters that says your plaintiff should
16 see something in 15 days and then again, they
17 were very prompt. I will say that. They are
18 very, very prompt and this is also some of the
19 people that I've talked to right here as
20 somebody wrote this up for me.

21 **MR. POAG:** Are you stating that you sent this with a
22 -- a copy of this to Mr. Burgess?

23 **MR. BURGESS:** No, sir. I did not. I sent him -- I
24 sent him a -- I sent him a letter from the --
25 when I went by the bank, Wells Fargo Bank, in



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1 February and it showed that -- my property
2 value was -

3 **MR. POAG:** Let's do this first. Let's do this
4 first. This is what you sent to Consumer
5 Protection Bureau?

6 **A:** Right. The only think I've sent to Mr. Burgess
7 was a begging letter to him, a copy of how much
8 the property valued at and includes, at least,
9 modification notice and I faxed him a couple
10 weeks ago. So -- and I've got those two
11 receipts - original receipts. Evidently I had
12 swapped over -

13 **THE COURT:** Hold on just a second. If you would
14 just be quite for just a minute, Mr. Poag has
15 handed something to Mr. Burgess and Mr. Burgess
16 is looking at it. I'm going to give him an
17 opportunity to look at that and then I'm going
18 to find out if it's something Mr. Poag plans to
19 offer. But if you would just sit tight for me
20 and let's figure out if this is an exhibit we
21 need to talk about or not.

22 **A:** The only thing was that I told Wells Fargo when
23 I made this payment was Wachovia still -

24 **THE COURT:** Right. And you were clear that you
25 weren't sure without looking at your paperwork,



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so if you would just sit tight right there on the witness stand and I'll let the two attorneys discuss this paperwork. We'll just be off the record for just a minute until -- until they begin to speak again.

(Off the Record)

THE COURT: Thank you.

MR. BURGESS: Thank you, Your Honor. I have reviewed this document that was just given to me. I would object to this document. I haven't reviewed it before today, but in looking at it, it appears to be a document that Mr. Sanders submitted to Consumer Financial Protection Bureau. I don't know that it's relevant to this particular foreclosure action to the extent his seeking assistance from the Consumer Financial Protection Bureau. I just don't think it relevant to this foreclosure action.

MR. POAG: Your Honor, we ---

THE COURT: What's the relevance?

MR. POAG: --- we offer it to show that he's not just been on his hands. He started back in 2000- -- he was in bankruptcy. In 2000- -- late 2010 he entered into negotiations with



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1 Wells Fargo. Since then payments -- he ask for
2 modifications. Never got anything. And then,
3 as late as a couple of weeks ago, in an effort
4 just to do something, he filed this with
5 Consumer Protection Bureau. That's why we are
6 introducing it. Just to show that he is trying
7 and perhaps the plaintiff's hands aren't so
8 clean on this foreclosure action. Just to go
9 forward with and ignore his request for
10 assistance.

11 **THE COURT:** But if I understand right, this document
12 that you are offering has to do -- this is
13 paperwork he sent to the Consumer Finance
14 Protection Bureau?

15 **MR. POAG:** Right. Concerning his mortgage.

16 **THE COURT:** Okay. So it it's not something that
17 this -- that affects this foreclosure --

18 **MR. POAG:** Yeah we are at --

19 **THE COURT:** They don't have some jurisdiction --

20 **MR. POAG:** He was seeking -- yeah, help with that.
21 They never told us they didn't have any
22 jurisdiction of that.

23 **THE COURT:** What is their jurisdiction as it relates
24 to our foreclosure? Is it appropriate?

25 **MR. POAG:** I think -- I think what they do -- and



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1 this just as -- I wasn't involved with this,
2 but is they investigate claims of ill treatment
3 or maybe unlawful courses of actions made by
4 lenders. That type of thing.

5 **MR. BURGESS:** And Your Honor, just from my
6 perspective. The Consumer Financial Protection
7 Bureau is a federal agency. They issue
8 regulations, they have a number of different
9 authority. One of those isn't necessarily a
10 step into a foreclosure action. Would not
11 impact a foreclosure action. They do have
12 enforcement authority regarding they own
13 separate lawsuit -

14 **THE COURT:** It's a parallel -- my understanding is,
15 it's a -- it's a parallel type of procedure
16 that you can pursue that -- that doesn't
17 intersect with this foreclosure action in any
18 way. This foreclosure action is on -- on
19 track, we are at the merits hearing and we can
20 proceed. The fact that though the claimant has
21 filed a claim with the Consumer Finance
22 Protection Bureau is something that occurs
23 completely separate and maybe parallel. Is
24 that -

25 **MR. POAG:** Well, I agree with some of that.



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1 THE COURT: Is that correct?

2 MR. POAG: But like I told you, we are introducing
3 it to show that his efforts -

4 THE COURT: Okay.

5 MR. POAG: --- to save his home.

6 THE COURT: If it's -- if it's being offered for the
7 propose of showing his efforts to save his
8 home. Then I going to find that it's
9 admissible for that purpose. However, you
10 haven't provided a copy to Mr. Burgess and it
11 looks like the only copy you have with is they
12 claimant's original. Is that right, do we have
13 something we can even mark?

14 MR. POAG: Do we have another copy?

15 A: No, that's all I got, but I got a thing, as far
16 as, that email or whatever somebody got off the
17 computer for me that says; they're still
18 working on it right here. You can't read but
19 half of it. I can't help how it prints these
20 but it shows, as far as, they're still working
21 on it, you can still see that.

22 THE COURT: I know -- I'm gonna find the email
23 related to their response of communications
24 with you not to be admissible in this action.
25 This document that you have - that you are



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1 offering showing your efforts, I'm allowing for
2 purposes of showing his efforts.

3 MR. POAG: Your Honor, if we could substitute a
4 copy. I think it wouldn't take much to copy
5 that.

6 THE COURT: Okay. And the -- and it should be able
7 to be copied here at the courthouse, even
8 today.

9 MR. POAG: Right.

10 THE COURT: If you will get a copy at the end and
11 we'll -- and we'll substitute it that way.
12 Does anybody need to look at any more pages in
13 it. Do y'all -- everybody had a chance to look
14 at all the pages?

15 MR. BURGESS: I'm -- I'm -- I'm --

16 THE COURT: Okay. All right. So we're going to
17 enter this packet of documents here as
18 Defendant's Exhibit One.

19 (Defendant's Exhibit Number One was admitted into
20 evidence.)

21 Q: Jerry, if you'll give him a chance to pay this
22 loan, do you have the money to make the
23 payments?

24 A: I've got a job. I mean, I'm working. I mean,
25 if my health holds up.



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1 Q: Are you in a little better financial condition
2 today than you were in say 2011?

3 A: 2011 I couldn't even buy groceries. I'm not a
4 millionaire or nothing like that. But, I mean,
5 I get by. I mean I mean, you know.

6 MR. POAG: Your Honor, I don't have anything further
7 for this witness.

8 THE COURT: Cross-examination, Mr. Burgess? Any
9 questions?

10 MR. BURGESS: I do have a few questions, Your Honor.

11 THE COURT: Okay.

12 MR. SANDERS - CROSS-EXAMINATION BY MR. BURGESS:

13 Q: Mr. Sanders, do you recall at the outset of
14 this particular case back in 2011? Do you
15 recall getting a Notice of Rights foreclosure
16 intervention -- Notice of Rights for Mortgagee
17 foreclosure Intervention?

18 A: Sir, at that time I wasn't even -- up til --
19 I've got somebody who helps me right now, but
20 from the time I was 15 years old until a couple
21 years ago, probably about three or four years
22 ago -- I never wrote a check, my ex-wife did
23 it. And -- and -- well she, she did. You
24 know, and that's all I can say.

25 Q: I guess let me rephrase my question. When this



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1 lawsuit as brought, did you meet with your
2 attorney about it?

3 A: Yeah, man.

4 Q: Do you recall asking for help through our
5 office?

6 A: Well, sir, let's get back on -- say on page --
7 I'm asking you a question. I started asking
8 for help in the middle of 2009 and I have
9 begged for eight -- for eight and a half years,
10 to everybody that would listen to me.

11 **THE COURT:** Okay. And Mr. Sanders, you need to
12 answer Mr. Burgess' questions.

13 A: Okay. That's what ---

14 **THE COURT:** Listen carefully to his questions ---

15 A: Okay.

16 **THE COURT:** --- and provide the answer to the
17 question he asked, okay?

18 **MR. BURGESS:** Your Honor, I'll withdraw that
19 question for just a couple of minutes. I'd
20 like to go to one thing based on something that
21 Mr. Sander's said.

22 **THE COURT:** Thank you.

23 Q: You indicated that you had started asking for
24 help from the bank back in 2009. You had
25 fallen behind on your payments?



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- 1 A: No, sir. I was not behind at the time, No, sir
2 I was not.
- 3 Q: Were you starting to have trouble making the
4 payments or you anticipated that you were going
5 to have trouble making the payments?
- 6 A: I saw what was happening at work and all and I
7 saw -- this voice was in full swing, you know
8 and actually my ex-wife was still living at the
9 time at the house.
- 10 Q: Well, did you start missing payments in 2009
11 after you started asking for help?
- 12 A: Yes, right.
- 13 Q: And I want to show you a document here that's
14 in evidence. Plaintiff's Exhibit Number Nine.
15 Do you recognize that document?
- 16 A: No, sir, I do not.
- 17 Q: You don't recognize it? Well, take a moment to
18 take a look at it. Can you tell me the date on
19 it?
- 20 A: Huh?
- 21 Q: Can you tell me the date at the top of the
22 first page?
- 23 A: 4/14/09.
- 24 Q: Does that sound about right to you, when you
25 started having trouble making payments?



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1 A: That's when everything sort of started, but -

2 Q: And then you said you started going to the bank
3 back in 2009 to try and see if you would work
4 something out?

5 A: Right.

6 Q: And at that point in time did they try to
7 extend your payments, maybe put a couple of
8 them on the back of the loan?

9 A: No.

10 Q: They didn't?

11 A: No, sir.

12 Q: Take a look at page two of this document. Does
13 that appear to be your signature?

14 A: That is not my signature. I did not sign that.

15 Q: You didn't sign that?

16 A: My ex-wife could have signed it. She signed my
17 name for 35 years.

18 Q: Would you have given your wife permission to
19 sign your name to send something back in?

20 A: Sir, I guess. When you married to somebody
21 that long she's always signed my name and all
22 those years. Now no, we never had a
23 handwritten agreement an all. I would have
24 never had nothing. I was married to her from
25 the time I was 15 years old for 35 years.



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1 Q: Would she have possibly been involved with
2 working with the bank at that time and trying
3 -- to make sure the payments were current back
4 in 2009?

5 A: In 2009 she wished I was dead, so I don't know
6 what she did.

7 Q: Were you involved on this loan in that point in
8 time? Did you start back taking the -- the --

9 A: Not -- not with just Wells Fargo. I went -- I
10 know you don't care about the other one, but I
11 went to them and I knew what was happening
12 because I was -- I was fixing up places at that
13 time, fixing them up and I -- they couldn't
14 sell them and then the divorce and all. I lost
15 -- I lost about a 5, 6, or 7,000 income over
16 night and there's no way I could have
17 recuperated that over night and that's what I
18 knew was coming. I don't have a formal
19 education, but I'm not stupid. I can make two
20 and two together. And a -- but anyway, she had
21 to sign this.

22 Q: Let me ask you this: would you agree with me
23 that that particular agreement would help you
24 out if they were putting a couple payments on
25 the back for you? Would that be -- would you



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- 1 say that's working with you?
- 2 A: I don't know because I -- not really. I mean
- 3 --
- 4 Q: Well, let's look at what the document says.
- 5 And I'll give you a second to look at it there.
- 6 If you'll take a look at that document, Exhibit
- 7 Nine. You see what I'm talking about? If
- 8 they're extending your payments for 60 days, is
- 9 that not what it says right there in paragraph
- 10 one?
- 11 A: Where's it at? Where's that at?
- 12 Q: Paragraph one, it's about 3/4 -- it's numbered,
- 13 3/4 of the way down the page.
- 14 A: What number?
- 15 Q: Number one. It's kind of an indented
- 16 paragraph.
- 17 A: Yes, sir. I see it. I had no knowledge of
- 18 this letter. That's what I can tell you.
- 19 Q: But reading the contents of it, wouldn't it
- 20 appear that if they're putting a couple
- 21 payments on behind, on the back of the loan and
- 22 making your next payment due May 13th, 2009,
- 23 that that would be some assistance for you,
- 24 would you agree with that?
- 25 A: Hold on a minute. Wait a minute. Let me think



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1 for a minute. Okay. This was done 2009 and I
2 filed bankruptcy right after that. I had to
3 think a minute. I filed bankruptcy, this is
4 dated April 14th, 2009. I filed bankruptcy
5 that December and I started making the payments
6 back, but they said they were putting off the
7 whole year -- the whole year of -- we'll say
8 the whole year of 2000, whatever I was behind.
9 Whatever I was behind at the time they would
10 put it on the back of the loan and I started
11 making payment and this is receipt where I made
12 them at and they wouldn't take no more after I
13 -- after I made January -- January, February
14 2011. So I thought everything was okay. Right
15 there is the original receipt where I made it
16 at on Knox Abbott Drive. It was at the time --

17 -

18 Q: I'm asking you a very direct questions.

19 A: Let me ask ---

20 Q: Well ---

21 A: --- to -- right after I filed bankruptcy I
22 wasn't going to be able to make them.

23 Q: On this particular document?

24 A: I did not sign.

25 Q: You did not sign this?



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- 1 A: I did not sign it.
- 2 Q: But you agree that says payment extension?
- 3 A: I did not sign that. My ex-wife was still
- 4 taking care of paperwork at that time.
- 5 Q: Well, let's look at -- at page two then.
- 6 You're saying that you didn't sign that.
- 7 A: Okay.
- 8 Q: That's not your signature on page two?
- 9 A: Not there. I didn't -- I didn't not sign that.
- 10 Q: I want to show you Plaintiff's Exhibit Number
- 11 One, we're on the last page of Plaintiff's
- 12 Exhibit Number One. Looking at that signature
- 13 and that signature, wouldn't you say those two
- 14 look pretty similar?
- 15 A: I didn't sign that, sir. I did not sign that.
- 16 Q: I'm asking you to compare the two documents.
- 17 A: I said I did not sign that. I don't know how
- 18 much plainer can I be. I said that I did not
- 19 sign that.
- 20 Q: Did -- did you sign the original note?
- 21 A: Huh?
- 22 Q: Did you sign -- is that your signature?
- 23 A: That was signed in his office yesterday, but I
- 24 did not sign it.
- 25 Q: I'm asking you that verses that?



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1 A: I did not sign that.

2 Q: So you're saying you did not sign Number 9?
3 Would you agree those signatures look similar?

4 A: Huh? My ex-wife will write just like me.
5 She's a ---

6 **THE COURT:** Mr. Sanders, Mr. Sanders, if you would
7 please answer the question -

8 **MR. SANDERS:** I said not signed it.

9 **THE COURT:** Mr. Sanders, do not interrupt me either.

10 **MR. SANDERS:** Okay.

11 **THE COURT:** I want you to answer the question with a
12 yes or a no and then I will give you the
13 opportunity to explain your answer.

14 **MR. SANDERS:** Okay. Sorry.

15 **THE COURT:** But he's asking a different question
16 than you are answering, so please listen to his
17 question and give us an answer and then I'm
18 glad to hear your explanation.

19 **MR. SANDERS:** Okay. Go ahead.

20 Q: Looking at those two signatures, do they look
21 similar?

22 A: They look similar. I won't deny that.

23 Q: As we're here in 2018, could it be that maybe
24 you just don't remember signing that document?

25 A: No, because I didn't get no paperwork at that



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1 time. At my house.

2 Q: Were you receiving mail at your house at that
3 point and time?

4 A: Huh?

5 Q: Were you receiving mail at 131 East Chateau at
6 that time?

7 A: I've always received mail there.

8 Q: So if Wells Fargo sent you something in 2009
9 and you would -

10 A: I would have known. I mean -

11 Q: It would have reached that address?

12 A: It would have reached me.

13 Q: It would have reached you?

14 A: Well, I didn't say it wouldn't reach me. My
15 ex-wife was still there, we was going through
16 -- we was -- she was there and I was not.
17 That's always been my home and I was living in
18 a camper down the street for a short period of
19 time.

20 Q: Do you recall when you moved back in?

21 A: A couple years after that, I mean, I've not
22 moved back in. I still just sleep there. All
23 my clothes there I just wasn't sleeping there.

24 Q: Did you get mail there?

25 A: Huh?



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1 Q: If someone would have mailed you a letter would
2 you have received it there?

3 A: I would have received it, but I don't know if
4 she would have gave it to me or not.

5 Q: So you don't know whether or not you would have
6 gotten your mail from that address ---

7 A: No, I ---

8 Q: --- back in 2009?

9 A: --- wouldn't know that.

10 Q: When would you have moved back in permanently
11 to get all your mail at that address?

12 A: It was a year or so after I -- because ---

13 Q: Was it maybe around 2010?

14 A: Something like that, whatever. I mean, I
15 wasn't moved out. What you call moved out, I
16 just was not sleeping there most of the time.

17 Q: I have a document that I'd like to have marked
18 for identification purposes.

19 **THE COURT:** Okay.

20 Q: As Plaintiff's, I guess, 11.

21 **(Plaintiff's Exhibit Number 11 was marked for**
22 **identification purposes.)**

23 Q: Mr. Sanders, I've handed you a document there.
24 Do you recognize that document?

25 A: No, sir. I never got one of these.



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- 1 Q: Well, let's take a look at it and ---
- 2 A: I see it.
- 3 Q: --- is that date on the document November 15th.
- 4 ---
- 5 A: Yeah. It's got November 15th, 2011 -
- 6 **THE COURT:** Hold on. Don't talk at the same time.
- 7 Let her get the question and then the answer.
- 8 Go ahead and ask your question again.
- 9 Q: Is that document dated November 15, 2011?
- 10 A: Yes, sir.
- 11 Q: And does it appear to be a letter?
- 12 A: Huh?
- 13 Q: Does it appear to be a letter? Meaning Is
- 14 there an address on it?
- 15 A: Yes, it's got my home address, yes, sir.
- 16 Q: Is that addressed to you, Albert J. Sanders?
- 17 A: Yes.
- 18 **MR. BURGESS:** And Your Honor, I have a copy for you
- 19 as well just for identification purposes.
- 20 **THE COURT:** Okay.
- 21 **MR. POAG:** Has that been offered?
- 22 **THE COURT:** Have you seen this Mr. Poag?
- 23 **MR. POAG:** No, this is the first time. I'd love to
- 24 look at it.
- 25 Q: Do you recall ever having filled out an



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1 application sent in requesting assistance?

2 A: No, sir.

3 Q: You don't recall having gotten anything back in
4 2011?

5 A: No, sir.

6 Q: But you would have received mail there at that
7 point in time?

8 A: Yes. You made me think of, at that time,
9 before I had somebody that was helping me with
10 all my paperwork, my step-daughter Pamela White
11 was doing it for me. Her mother asked her to
12 do it for me and she was doing all the
13 paperwork and she was halfway living there too
14 and she was trying to help me so she would have
15 -- if I would have got it she would have got it
16 for me because she was helping me during that
17 time.

18 Q: From that address?

19 A: Huh?

20 Q: From that 131 East Chateau address?

21 A: Right. She wasn't just helping out with that,
22 but she was helping me with everything I owned
23 and everything we had and --

24 Q: So you have gotten in last someone else to
25 assist you to fill out this -- is that what



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1 you're saying?

2 A: She would have -- right. If I would have had
3 it, if I would have got some that's what I
4 would have done. He's been my legal counsel
5 for 20 years and then well, my daughter or
6 somebody like that would have helped me.

7 Q: Would you have gone to him too ---

8 A: Huh?

9 Q: --- to help you fill it out as well?

10 A: What?

11 Q: Would you have approached Mr. Poag to help you
12 fill it out as well?

13 A: He's part of everything I do. He's been doing
14 -- he's been my lawyer for 20 years.

15 Q: You recall filling out any other forms with him
16 about this property?

17 A: What?

18 Q: Do you recall filling out any other forms and
19 giving them to him about this property?

20 A: All I did was ask him for help. It was just
21 (unintelligible) boat in 2011.

22 Q: So you haven't filled out any application to
23 send into Wells Fargo?

24 A: If I'd a had one I would have brought it in for
25 her.



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1 Q: So you're saying that you didn't get that one?

2 A: No, sir, I did not.

3 Q: But you agree ---

4 A: And it is -- it is addressed to my house and I
5 see the date on it, but I did not -- if I would
6 have got it I would talked to him or I'd have
7 taken it to my daughter.

8 **THE COURT:** Mr. Burgess, are you going to offer this
9 into evidences or are you considering that --
10 I'm just trying to be sure that I know where we
11 are on this exhibit.

12 **MR. BURGESS:** At this point in time, Your Honor, I
13 would offer that into evidence as Plaintiff's
14 Exhibit Number 11. The document speaks for
15 itself. It's a document, correspondence to Mr.
16 Sanders from the plaintiff I the action.

17 **MR. POAG:** Well, I would object, Your Honor. It's -
18 - he's testified that he did not get it. It
19 is numerous pages, that is blank. Nothing in
20 it. It's got a loan number blacked out. He
21 says he didn't get it. I would object to it.
22 I mean, if he wants to put it in only for the
23 issue of what Wells Fargo was doing to help
24 him, maybe, but I think other than that -- and
25 I think that's why he's wanting it in.



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1 **THE COURT:** Well, in -- in -- I would agree with
2 that and overrule the objection, but allow this
3 to be admitted into evidence only for the
4 purpose of showing the date and the address and
5 the heading that something was sent something
6 was sent from Wells Fargo to that address on
7 that date. That -- that -- just as we let in
8 Defendant's Exhibit One kind of just to show
9 efforts were being made, but if that's the
10 reason you're offering it in the I would find
11 admissible. If you're going to go with any
12 further information into it I think it should
13 not be admissible.

14 **MR. BURGESS:** Your Honor, that the only thing we are
15 seeking at this point right now, Your Honor,
16 what we believe is that, you know, all of this
17 is settlement negotiations, offers in
18 compromising and it wouldn't be admissible in
19 terms of whatever discussions they had about
20 potential options to work it out. And I think
21 maybe we can -- may we approach? We may have
22 something that we can make this process go a
23 whole lot quicker.

24 **THE COURT:** Yeah. Let's stipulate the issue. Let's
25 go off the record for just a minute.



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(Off the Record)

THE COURT: Back on the record. After discussing this with counsel it appears that the best way to handle this document that's being discussed, a letter, with some attachments dated November 15th, 2011 addressed to Albert J. Sanders at the residence address that's in this matter. And I can take notice of the fact that a letter as sent to that address from Wells Fargo, but the content really isn't something we're going to need to admit into evidence given what's before the court at this time. Mr. Burgess, do you want to mark it for ident- -- you've marked it for identification purposes and do you want to withdraw that or leave it in the record for identification purposes?

MR. BURGESS: I believe we can withdraw it since we're not admitting it for the content.

THE COURT: Okay. All right. So then we'll be -- then no Plaintiff's Exhibit 11 has been entered at this time. Mr. Burgess, do you have any more questions for this witness?

MR. BURGESS: I believe that's all that I have.

THE COURT: All right, Mr. Poag?

MR. POAG: Your Honor, at this time since Mr.



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1 Sanders is still on the stand, we had entered
2 in a prior exhibit, I think it's Plaintiff's
3 One -- Defendant's One.

4 **THE COURT:** Defendant's One, yes.

5 **MR. POAG:** And at this time, based on his testimony
6 and side with client, I going -- if I could
7 move to withdraw this exhibit.

8 **THE COURT:** Is there any objection, Mr. Burgess?

9 **MR. BURGESS:** No objection, Your Honor.

10 **THE COURT:** All right. Then the court rules that
11 Defendant's Exhibit One has been withdrawn and
12 removed from evidence.

13 (Defendant's Exhibit Number One was withdrawn from
14 evidence.)

15 **MR. POAG:** Thank you, Your Honor. That's all I
16 have.

17 **MR. BURGESS:** Nothing further from the plaintiff,
18 Your Honor.

19 **THE COURT:** Thank you, Mr. Sanders. You an step
20 down.

21 **MR. SANDERS:** Thank you. I'm sorry about ...

22 **THE COURT:** Oh, no. You're fine. Mr. Burgess, I'm
23 going to hand you back the copy of that that
24 you had given me. That exhibit that was not
25 entered. Mr. Poag, do you have any other



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1 evidence to enter?

2 **MR. POAG:** No, but I do have an little argument to
3 make though. Other than that, no.

4 **THE COURT:** Okay. Anything else from you Mr.
5 Burgess before we do the closing arguments?

6 **MR. BURGESS:** Nothing further from the plaintiff.

7 **THE COURT:** Okay. All right. Then for closing
8 arguments I guess I would hear from Mr. Burgess
9 first.

10 **CLOSING ARGUMENT BY MR. BURGESS:**

11 **MR. BURGESS:** Thank you, Your Honor. Your Honor,
12 the case is fairly straightforward and simple.
13 This is a mortgage foreclosure action where the
14 testimony indicated that Mr. Sanders took out
15 this loan back into 2002. He subsequently ran
16 into some financial difficulties, failed to
17 make his payments. Plaintiff is seeking the
18 right to a foreclosure of the property located
19 at 131 East Chateau. We believe we've met our
20 burden as to proving the existence of the debt
21 and as well as the amount measured in
22 plaintiff's damages and their entitlement to
23 foreclose. We believe we've met all of the
24 elements necessary to proceed with a
25 foreclosure and so, Your Honor, we simply



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1 request that judgment would be entered in favor
2 of the plaintiff.

3 **THE COURT:** Mr. Poag, are you ready for your closing
4 argument?

5 **MR. POAG:** Yes, I am.

6 **THE COURT:** Okay.

7 **CLOSING ARGUMENT BY MR. POAG:**

8 **MR. POAG:** Just a moment. Firstly, Your Honor, as
9 to the amount of the debt, what we've been
10 offered into evidence in court is Plaintiff's
11 Exhibit Number Seven, which details a total
12 debt of \$147,824.90, in which the biggest part
13 of that is or one of the biggest parts of that
14 is the amount of interest from -- of some date,
15 I think it's default until January 30th, 2018
16 at a variable rate. Testimony of Mrs. Hawkins
17 was that it was not a variable rate, it was a
18 fixed rate and her testimony was also that she
19 didn't know what the variable rate was they
20 applied. She didn't know how they came up with
21 the 58 thousand figure. I think that number is
22 suspect and that number computes to the amount
23 of the debt. So what we've got left is
24 \$87,596.78 and some money that's been expended
25 for taxes, I think some insurance and late



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1 charges. This is the Plaintiff's own Exhibit
2 and it was put into evidence based on his
3 witnesses testimony. I've looked at this and
4 I don't see how we can compute, if you're
5 confidence about a number of interests on this
6 without knowing what rate was applied. And
7 secondly, my client has gone through some
8 serious financial versing over the years. And
9 happened to the real estate market back in '08
10 and '09. He has -- his testimony was that he
11 has attempted to work things out. He ended up
12 filing bankruptcy and in bankruptcy his
13 testimony was he couldn't make any loans and
14 then after that got a cleared way and I think
15 that was the was -- and I think that was done
16 by the plaintiff with motion to for relief and
17 stay so they could go forward with their
18 bankruptcy -- excuse me, the foreclosure. His
19 testimony's has been he's never filled out a
20 loss of modification or loan modification,
21 hadden seen one. It's just that he's had some
22 tough times and has tried to get some help but
23 hasn't gotten any. I would ask the court to
24 take some serious look at the Exhibit Number
25 Seven to determine the amount of debt because



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1 I think that the number is -- I mean, we're
2 here, everything's into evidence. Once in
3 evidence, I don't think this court can
4 comfortably compute the amount of the debt.
5 Thank you.

6 **THE COURT:** Mr. Burgess, do you have anything else?

7 **MR. BURGESS:** Nothing further from the plaintiff.

8 As far as ---

9 **THE COURT:** I just had a couple of questions, I want
10 to be sure that I heard this right. The
11 bankruptcy that's been mentioned here in
12 testimony and by you all. This -- do I
13 understand correctly that the foreclosure
14 before me is free to proceed without any
15 implication remaining from the bankruptcy
16 that's been testified too.

17 **MR. BURGESS:** I believe correct.

18 **MR. POAG:** Your Honor, there was a relief from stay
19 and that's also been discharged.

20 **THE COURT:** Okay. Just want to be sure that that's
21 clear.

22 **MR. BURGESS:** Plaintiff isn't seeking their right to
23 a deficiency in this particular case.

24 **THE COURT:** Okay. So no deficiency being sought.
25 Okay. Let me just take a minute and look back



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1 at my checklist before I let you all go to make
2 sure there's not another question.

3 (Off the Record)

4 **THE COURT:** So by -- according to our discussion
5 that I've had with counsel that they are some
6 ongoing efforts to try and resolve the matter.
7 Prior to my issuance of an order from this
8 hearing it is -- it is my plan not to issue an
9 order from this hearing until -- first of all
10 I've received a proposed order from the
11 plaintiff. At this time we're not handing up
12 a proposed order or record of the hearing or
13 anything of that nature. Those things --
14 proposed documents from the plaintiff would
15 need to be sent to my office. I'm expecting
16 that that would happen in the next two to three
17 weeks. I do not want this information to
18 become stale. I've had that happen before and
19 then you have to have another hearing and
20 that's not good for anyone. So if -- I would
21 ask that if you are proposing a notice of sale
22 that you please contact my office to get the
23 date and location to perform a sale that does
24 not happen when the master-in-equity performs
25 his sales. Okay. I just have to have it on



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1 another day because I cannot be here on that
2 day. Every month I have a conflict with that
3 day. So if do have proposed documents, send
4 them to me. If you all can work out a consent
5 agreement to how to dismiss this case with
6 terms that the parties agree to. Please send
7 me a proposed consent order. I welcome that,
8 I mean, I encourage you to do that. I think to
9 allow people to move on if there is some
10 resolution other than a public sale of the
11 property, that's to the benefit of everyone if
12 it can be worked out. So I encourage you all
13 to do that. I will be looking for proposed
14 documents and -- let me just give you a date
15 that is -- what's three weeks out from today
16 would be May -- I mean, sorry, April the --
17 April the 5th. That's three weeks out from
18 today. And so I would say by the -- at that
19 point I really need the proposed documents or
20 we're going to be getting into a situation
21 where the information can get stale. All
22 right. Any questions about that procedure
23 follow the hearing today?

24 MR. POAG: No.

25 MR. BURGESS: No.



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1 THE COURT: All right. Thank you both for being
2 here and for witnesses for testifying and that
3 will concluded our hearing today.

4 (There being nothing further, the hearing concluded
5 at 12:35 p.m.)
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NEGOTIABLE PROMISSORY NOTE
(Fixed or Variable Interest Rate)

BK: [REDACTED] LOC: [REDACTED]

LN TP: 38

Ref. No. [REDACTED]

Date: 01/23/02

Acct. No. [REDACTED]

\$ 94700.00

CREDITOR: FIRST UNION NATIONAL BANK,

301 SOUTH TRYON STREET, NC5434
CHARLOTTE, NC 28288-5434

BORROWER(S): ALBERT J. SANDERS

131 E CHATEAU DRIVE

WEST COLUMBIA, SC 29171

FOR VALUE RECEIVED, I the Borrower (which means everyone who signs below as a borrower, jointly and severally), promise to pay FIRST UNION NATIONAL BANK, or order, the principal amount of this loan as stated above (the Amount Financed, plus the prepaid finance charge, if any, as disclosed in the Itemization of Amount Financed), together with interest from the date of this Note on the unpaid principal balance at the interest rate for a fixed or variable rate loan disclosed below until fully paid. "I," "me," and "my" refer to Borrower(s) while "you" and "your" refer to FIRST UNION NATIONAL BANK.

☒ If indicated, this is a fixed rate loan and my Interest Rate is 7.59

☐ If indicated, this is a variable rate loan and my initial Interest Rate is which is tied to the Wall Street Journal (WSJ) "Prime Rate."

The Initial Interest Rate is computed as follows: Prime Rate of _____ % Plus _____ Percentage Points.

ANNUAL PERCENTAGE RATE: The cost of my credit as a yearly rate.	FINANCE CHARGE: The dollar amount the credit will cost me.	Amount Financed. The amount of credit provided to me or on my behalf.	Total of Payments. The amount I will have paid after I have made all payments as scheduled.
7.79 %	\$ 148108.80	\$ 92500.00	\$ 241808.80

I have the right to receive at this time an itemization of the Amount Financed: (_____) I want an itemization. (_____) I do not want an itemization.
(Initials) (Initials)

My payment schedule will be:

No. of Payments	Payment Amount	Frequency	Due Date	No. of Payments	Payment Amount	Frequency	Due Date
360	\$ 671.13	M	03/13/02		\$		
	\$				\$		

Variable Rate.

If my loan, as indicated above, has a variable rate, my interest rate may increase during the term of my loan based on movement of the WSJ Prime Rate. My interest rate will not increase more than once each month. If my loan is secured by a principal dwelling for a term greater than one year, disclosures about the variable rate have been provided to me earlier.

☐ If indicated, my loan has multiple payments for a term of more than 60 months. Any increase in my interest rate will increase the number of payments and may increase the payment amounts. If my loan were for \$10,000 for 144 months at 12% and the interest rate increased to 12.50% in three months, my regular payment would increase by \$7.30 beginning with my Sixty-First payment.

☐ **MAXIMUM RATE.**
If indicated, the maximum interest rate will not exceed:

☐ If indicated, my loan has multiple payments for a term of 60 months or less. Any increase in my interest rate will increase the number of payments. If my loan were for \$10,000 for 60 months at 12% and the interest rate increased to 12.50% in three months I would have to make one additional payment of \$196.56.

☐ If indicated, my loan has a single payment. Any increase in my interest rate will increase the amount due at maturity. If my loan were for \$10,000 at 12% for 90 days, and my interest rate increased to 12.25% in 20 days, then my final payment would increase by \$4.80.

Security. I am giving a security interest in:

☐ the goods or property being purchased. ☒ other (describe): REAL ESTATE

Collateral securing other loans with you may also secure this loan, except my principal dwelling or household goods.

Filing Fees. \$

Prepayment. If I pay off early, I will not have to pay a penalty and I may be entitled to a refund of part of any prepaid finance charge.

Late charges. If you receive any payment 15 days or more after the due date, I agree to pay you a late charge of 5% of my payment.

☐ If indicated, this loan is for the purchase of property used as my principal dwelling and someone buying my principal dwelling cannot assume the remainder of my loan on the original terms.

☐ If indicated, the Annual Percentage Rate does not take into account my required deposit.

530959 (REV 10)

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A. J. Sanders



I may see my contract documents for any additional information about nonpayment, default, any required repayment in full before the scheduled due date, and prepayment refunds and penalties.

INSURANCE DISCLOSURES

I understand that credit life and credit disability insurance are not required to get this loan. You will not provide it unless I sign this credit insurance section and agree to pay the cost. If I want any of these insurance coverages, I must be sure that the insurance coverage I want is indicated, that the amount of the premium is filled in, and that I have signed below. If I request credit life insurance or credit disability insurance, I have the right to rescind the insurance policy or certificate of insurance by giving written notice to the insurance company within 30 days from the date I received the policy or certificate. The term and amount of any insurance I request is for the stated term/amount of this loan unless otherwise indicated below.

INSURED #1	INSURED #2	TYPE	PREMIUM	TERM IN MOS.	AMT. OF COVERAGE	DISABILITY MONTHLY BENEFIT
		Credit Life	\$		\$	
		Credit Disability	\$		\$	\$

If this loan is secured, I may obtain property insurance from any insurer I choose.

I request coverage(s) checked
for the premiums shown above

Signature of Insured #1

I request coverage(s) checked
for the premiums shown above

Signature of Insured #2

PROPERTY AS SECURITY

To secure payment of this Note I grant you a security interest in the collateral described below, or in the Mortgage as indicated by the date below or on Schedule A, plus all additions, replacements or accessions to, and proceeds of the collateral. This collateral will secure any other loans with you, now or in the future unless the collateral is used as a principal dwelling or household goods. Any additional collateral is listed on the attached Schedule A.

Real property located at
131 E CHATEAU DRIVE
WEST COLUMBIA

SC 29171

As more fully described on mortgage dated 01/23/02

If indicated, I (we) authorize you to draft all amounts due from my (our) deposit account as provided in my (our) application.

INTEREST RATE CHANGES: VARIABLE RATE: If my loan is a variable rate loan, I understand and agree that you will adjust the number and amount of my payments, the interest rate, the term to maturity and other relevant terms of my loan in accordance with your variable rate consumer lending procedures and programs, as they may change from time to time, the terms of which are described herein. My interest rate will change in an amount equal to the change in the WSJ Prime Rate. WSJ Prime Rate is announced and changed, from time to time. I understand that this rate is not represented or intended to be the lowest or most favorable rate of interest offered by you to any of your borrowers. My interest rate will be the sum of the number of percentage points, as indicated on the front of this Note, plus WSJ Prime Rate, as it may change from time to time. My interest rate may not change more than once each month during the term of my loan which will occur on the first day of each calendar month and will be based on WSJ "Prime Rate" published in the Charlotte, N.C. edition on the 25th day of the prior calendar month. If more than one rate is published, you will use the higher rate as the WSJ Prime Rate. If the 25th falls on a day when the WSJ Prime Rate is not published, the WSJ Prime Rate will be the rate published the last day prior to the 25th. Changes in the interest rate will be subject to any maximum rate stated in this Note. If no maximum interest rate is indicated, my interest rate will not exceed the highest interest rate permitted by applicable law. If the amount of any payment does not pay all interest due, you will collect the unpaid interest from future payments.

PAYMENT ADD PROVISIONS: If my loan has an original term of 60 months or less, you will extend the number of my payments if on the date of my final scheduled payment the amount of the scheduled payment will not pay the outstanding principal balance and unpaid interest. You will continue to bill me for my payment as long as any balance remains unpaid on my loan.

VARIABLE RATE PAYMENT CHANGES: If my loan is a variable rate loan with an original term of more than 60 months, the amount of my payment may change in the 61st calendar month and every 60th calendar month thereafter. Prior to each payment change date, you will calculate a payment estimated to pay the outstanding principal balance and any unpaid interest at the then current interest rate during the remaining term of the loan. My payment will never increase more than 25% of the previously calculated payment. If on any payment change date, 60 months or less remain on my loan, said payment change will be considered as the final payment change. At the final payment change, if necessary, you will increase my payment up to 25% of my previous payment and you will continue to bill me for my payment as long as any balance remains unpaid on my loan.

BALLOON NOTE PROVISIONS: If my payment schedule on this Promissory Note indicates a balloon payment (a single payment scheduled at the end of the loan term which is larger than any of the earlier scheduled payments) as a final payment, the following provisions apply: If my loan has a fixed interest rate, my payment habits and any loan extensions may change the amount of my finance charge which will be reflected in my final balloon payment. If my loan has a variable interest rate with a term of 60 months or less, my payment habits and any loan extensions or interest rate changes may change the amount of my finance charge which will be reflected in my final balloon payment. If my loan has a variable interest rate with a term of more than 60 months, the amount of my regular payment may change in the 61st calendar month and every 60th calendar month thereafter. My regular payment will never increase more than 25% of the previously calculated payment. If on any payment change date, 60 months or less remain on my loan, said payment change will be considered as the final payment change. However, after the final payment change, my payment habits and any loan extensions or interest rate changes may change the amount of my finance charge which will be reflected in my final balloon payment.

INSURANCE: If I have given you a security interest in my property, I agree to keep physical damage insurance covering loss or damage to any collateral for the term of this loan. My insurance must cover any physical damage, including damage caused by flood(s), if you require such coverage. My insurance shall be maintained in the amounts and for the periods that you require. If I fail to maintain adequate coverage as described above, you may, at either your option or as required by law, obtain coverage to protect your rights in accordance with other provisions of this Note. If collateral is lost, damaged or destroyed, I agree that you may use any insurance settlement either to repair the collateral or to apply it to my debt. I agree to assign the proceeds of any insurance to you to the extent of the debt I owe and agree that the insurance company may pay you directly. I agree that you have an irrevocable power of attorney to file proofs of loss and anything else necessary to obtain the insurance proceeds in my name. Loss, damage or destruction of collateral will not release me from any liability under this Note.

SECURITY AGREEMENT: If I have given you a security interest in any collateral, I pledge as security for repayment of this loan the collateral which includes any accessories, equipment, replacement parts installed in the collateral, any accessions to the collateral, and the proceeds of collateral. This security interest also covers (1) insurance premiums and other similar charges, (2) proceeds of any insurance policies or similar coverage on the collateral, and (3) proceeds of any insurance policies on my life or health which are financed in this Note. In addition, I give you a security interest in any collateral (other than household goods or principal dwelling) which secures any other loans I have with you, now or in the future. You expressly waive as collateral for this loan any security interest in collateral I use as my principal dwelling and household goods for any other existing or future transactions between us.

If I grant you a security interest in securities as collateral, I agree to deliver immediately to you, fully endorsed, any certificates for shares representing any stock dividend, and stock split-up, or a right to subscribe. I further pledge and agree to deliver to you, upon demand, additional collateral satisfactory to you and in accordance with all margin requirements.

EVENTS OF DEFAULT: I will be in default under this Note if any of the following events occur: (1) I fail to make a payment as required under this Note; (2) The prospect of payment, performance, or realization by you on my collateral is significantly impaired; or (3) If I fail to perform any term(s) of any Mortgage which secures payment of the Note.

REMEDIES ON DEFAULT: If this is a consumer credit transaction which is payable in two or more installments and I fail to make any payment within 10 days of its due date, you will give me one opportunity to cure the payment default by making the payment, if (1) I do not cure the default within 20 days, (2) I am ever late with payment again, or (3) the prospect of payment or realization of collateral is significantly impaired, you may demand that this loan be paid immediately.

ATTORNEY'S FEES: If you hire an attorney to collect what I owe, I agree to pay your reasonable attorney's fees, up to 15% of the unpaid debt.

OTHER PROVISIONS: Each borrower, including co-maker, co-signer, surety, endorser or guarantor, individually and jointly, waive presentment, demand, protest or notice of protest and any notice that you are demanding payment in full of the entire outstanding balance because of default or for any other reason. You may accept late or partial payments, even if they are marked "payment in full," without losing any of your rights. If you receive any payment 15 days or more after the due date, I agree to pay you a late charge of 5% of my payment. You may exercise your right to setoff against any funds I have on deposit with you. The information in my credit application is true and complete. This note contains the entire agreement between us except, to the extent it becomes necessary, reference, for further details, is made to your variable rate consumer lending procedures and programs, as may change from time to time. Any waiver or change in the terms of this Note must be in writing and signed by you. No oral changes are binding. This Note is governed by the laws of the United States and South Carolina. Your failure to insist upon prompt payment or to enforce any other right shall not be deemed a waiver of any such right or privilege. I understand that my payment habits and any loan extensions may also change the amount of finance charge and total payments disclosed on the front of this Note. This loan cannot be assumed by any other party. If I make a payment by check and a check is returned unpaid for any reason, I agree to pay a charge of \$20 for each returned payment check. Said returned check fee may be added to my outstanding principal balance hereunder, and accrue interest at the rate provided in this note, without notice.

ARBITRATION: At my, Guarantor or your request, any controversy arising out of or relating to this loan shall be decided by binding arbitration under the Commercial Arbitration Rules of the American Arbitration Association. Any controversy that is related to a class action or is part of a class action shall, at my, Guarantor or your request, be referred for decision by arbitration as provided herein. A judgment upon award may be entered by any court having jurisdiction.

Notwithstanding the preceding binding arbitration provisions, I, Guarantor or you may employ or exercise freely, either alone, in conjunction with or during an arbitration proceeding, any provisional or ancillary remedies including foreclosure and sale of any collateral by judicial or non-judicial foreclosure, self help, set-off, attachment, garnishment and sequestration. Preservation of these remedies does not limit the power of the arbitrator to grant similar remedies.

ASSUMPTION NOTICE: The debt secured hereby is subject to call in full or the terms thereof being modified in the event the real estate securing the debt is sold, conveyed or otherwise transferred.

DRUGS AND LIQUOR: I promise you that I do not have a reputation for the unlawful use of drugs or liquor, I also promise you that I have never been arrested, nor convicted, for any violation of the drug or of the liquor laws of any State or of the United States.

INFORMATION REPORTED TO CONSUMER REPORTING AGENCIES: Under the Fair Credit Reporting Act, I have the right to notify you if I believe you have reported inaccurate information about my account to any Consumer Reporting Agency. Such notices should be sent in writing and include my complete name, current address, Social Security number, telephone number, account number, type of account, specific item of dispute and the reason why I believe the information reported is in error. I must send my notice to: First Union, P.O. Box 560726, Charlotte, NC 28256-0726.

SHARING INFORMATION REGARDING MY FIRST UNION RELATIONSHIPS. I understand that from time to time you may share and use with any First Union Corporate Affiliates (e.g. First Union National Bank, First Union Brokerage Services, Inc., First Union Mortgage Corporation, etc.) my account and "other information" as you in your sole discretion consider necessary or appropriate. I have the right to direct you not to share my "other information" by notifying you in writing. I must send my name, address, Social Security number, telephone number and account type and number to: First Union, P.O. Box 11726, Roanoke, VA 24022-1726.

GUARANTY OF THIRD PERSONS: The undersigned jointly and severally guarantee the payment, when due, to any holder hereof of all amounts from time to time owing on this Note. The undersigned jointly and severally waive notice of acceptance of this guaranty, of any extensions in time of payment, of sale of any collateral, and of all other notices to which the undersigned would otherwise be entitled by law and agree to pay all amounts owing hereunder upon demand, without requiring any prior action or proceedings against the borrowers. The undersigned further agrees that the failure by the holder of this instrument to perfect any security interest granted by the foregoing Note shall not affect in any manner the liability of any guarantor hereon. The undersigned acknowledges receipt and execution of the Co-Signers Notice before signing this guaranty.

Guarantor - Co-Signer (SEAL)

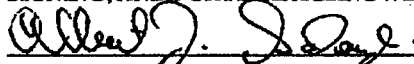
Guarantor - Co-Signer (SEAL)

THIRD PARTY OWNER(S) AGREEMENT: The undersigned, as owner(s) or co-owner(s) of the collateral, grant you a security interest in the collateral and agree that the terms and conditions of this Note shall apply to the collateral.

Owner or Co-Owner (SEAL)

Owner or Co-Owner (SEAL)

EACH BORROWER ACKNOWLEDGES RECEIPT OF A COPY OF THIS NOTE, FULLY COMPLETED PRIOR TO SIGNING, AND FURTHER ACKNOWLEDGES THAT THIS IS A SEALED INSTRUMENT.



Borrower (SEAL)

ALBERT J. SANDERS

Borrower (SEAL)

2002004486 FILED, RECORDED, INDEXED
01/28/2002 16:11:59:857
Rec Fee:\$12.00 St Fee:\$0.00
Co Fee:\$0.88 Pages:6
Lexington County ROD Debra H. Gunter
MORTGAGE Bk:Pg 6955:251

Return To:
First Union National Bank
Consumer Loan Operations
P.O. Box 50010
Roanoke, VA 24022
Parcel No:

Prepared By:

MORTGAGE

THIS MORTGAGE made this day 23 January, 2002 between the Mortgagor,

ALBERT J. SANDERS, JR. AND PATRICIA S. SANDERS

(herein "Borrower"), and the Mortgagee, First Union National Bank, a national banking association organized and existing under the laws of the United States of America, whose address is First Union National Bank, 301 South College Street, NC 0830, Charlotte, North Carolina 28288-0630 (herein "Lender").

WHEREAS, Borrower is indebted to Lender in the principal sum of U.S. \$ 94700.00 which indebtedness is evidenced by Borrower's Note dated 01/23/02 extensions, modifications and renewals thereof (herein "Note"), providing for monthly installments of principal and interest, with the balance of indebtedness, if not sooner paid, due and payable on 02/13/32

TO SECURE to Lender the repayment of the indebtedness evidenced by the Note, with interest thereon; the payment of all other sums, with interest thereon, advanced in accordance herewith to protect the security of this Mortgage; and the performance of the covenants and agreements of Borrower herein contained, Borrower does hereby mortgage, grant and convey to Lender the following described Property located in the County of Lexington, State of South Carolina:

* SEE ATTACHED FOR LEGAL DESCRIPTION *

which has the address of 131 E CHATEAU DRIVE

WEST COLUMBIA SC 29171
and Parcel No. _____ (herein "Property Address");

TOGETHER with all the improvements now or hereafter erected on the Property, and all easements, rights, appurtenances and rents all of which shall be deemed to be and remain a part of the Property covered by this Mortgage; and all of the foregoing, together with said Property (or the leasehold estate if this Mortgage is on a leasehold) are hereinafter referred to as the "Property."

Any Rider ("Rider") attached hereto and executed of even date is incorporated herein and the covenant and agreements of the Rider shall amend and supplement the covenants and agreements of this Mortgage, as if the Rider were a part hereof.

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

A.J.S.
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UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

1. **Payment of Principal and Interest.** Borrower shall promptly pay when due the principal and interest indebtedness evidenced by the Note. This Mortgage secures payment of said Note according to its terms, which are incorporated herein by reference.

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

3. **Hazard Insurance.** a) 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 flood, 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 5.

b) All insurance policies and renewals shall be acceptable to Lender and shall include a standard mortgagee 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.

c) 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 thirty (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.

d) Except as provided in subparagraph 3(e) below, should partial or complete destruction or damage occur to the Property, Borrower hereby agrees that any and all instruments evidencing insurance proceeds received by Lender as a result of said damage or destruction, shall be placed in a non-interest bearing escrow account with Lender. At Lender's discretion, Lender may release some or all of the proceeds from escrow after Borrower presents Lender with a receipt(s), invoice(s), written estimates(s) or other document(s) acceptable to Lender which relates to the repair and/or improvements of the Property necessary as a result of said damage and/or destruction. Absent an agreement to the contrary, Lender shall not be required to pay Borrower any interest on the proceeds held in the escrow account. Any amounts remaining in the account after all repairs and/or improvements have been made to the Lender's satisfaction, shall be applied to the sums secured by this Mortgage. Borrower further agrees to cooperate with Lender by endorsing all checks, drafts and/or other instruments evidencing insurance proceeds and any necessary documents. Should Borrower fail to provide any required endorsement and/or execution within thirty (30) days after Lender sends Borrower notice that Lender has received an instrument evidencing insurance proceeds, or document(s) requiring Borrower's signature, Borrower hereby authorizes Lender to endorse said instrument and/or document(s) on Borrower's behalf, and collect and apply said proceeds at Lender's option, either to restoration or repair of the Property or to sums secured by this Mortgage. It is not the intention of either party that this escrow provision, and/or Lender's endorsement or execution of an instrument(s) and/or document(s) on behalf of Borrower create a fiduciary or agency relationship between Lender and Borrower.

e) 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 paragraph 1 or change the amount of the payments. If under paragraph 15 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.

4. **Preservation and Maintenance of Property; Leaseholds; Condominiums; Planned Unit Developments.** Borrower shall keep the Property in good repair and shall not commit waste or permit impairment or deterioration of the Property and shall comply with the provisions of any lease if this Mortgage is on a leasehold. If this Mortgage is on a unit in a condominium or a planned unit development, Borrower shall perform all of Borrower's obligations under the declaration or covenants creating or governing the condominium or planned unit development, the by-laws and regulations of the condominium or planned unit development, and constituent documents.

5. **Protection of Lender's Security.** If Borrower fails to perform the covenants and agreements contained in this Mortgage, or if any action or proceeding is commenced which materially affects Lender's interest in the Property, then Lender, at Lender's option, upon notice to Borrower, may make such appearances, disburse such sums, including reasonable attorneys' fees, and take such actions as is necessary to protect Lender's interest in the Property.

Any amounts disbursed by Lender pursuant to this paragraph 5, with interest thereon from the date of disbursement, at the Note rate, shall become additional indebtedness of Borrower secured by this Mortgage. Unless Borrower and Lender agree to other terms of payment, such amounts shall be payable upon

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notice from Lender to Borrower requesting payment thereof. Nothing contained in this paragraph 5 shall require Lender to incur any expense or take any action hereunder.

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

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

8. Borrower Not Released; Forbearance by Lender Not a Waiver. The Borrower shall remain liable for full payment of the principal and interest on the Note (or any advancement or obligation) secured hereby, notwithstanding any of the following: (a) the sale of all or a part of the premises; (b) the assumption by another party of the Borrower's obligations hereunder; (c) the forbearance or extension of time for payment or performance of any obligation hereunder, whether granted to Borrower or a subsequent owner of the Property; and (d) the release of all or any part of the premises securing said obligations or the release of any party who assumes payment of the same. None of the foregoing shall in any way affect the full force and effect of the lien of this Mortgage or impair Lender's right to a deficiency judgment (in the event of foreclosure) against Borrower or any party assuming the obligations hereunder, to the extent permitted by applicable law.

Any forbearance by Lender in exercising any right or remedy hereunder or otherwise afforded by applicable law, shall not be a waiver of or preclude the exercise of any such right or remedy.

9. Successors and Assigns Bound; Joint and Several Liability; Co-signers. 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 paragraph 14, 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 and benefit the successors and assigns of Lender.

10. Notice. Except for any notice required under applicable law to be given in another manner, (a) any notice to Borrower provided for in this Mortgage shall be given by delivering it or by mailing such notice by first class mail addressed to Borrower or the current owner at the Property Address or at such other address as Borrower may designate in writing by notice to Lender as provided herein, and any other person personally liable on this Note as these persons' names and addresses appear in the Lender's records at the time of giving notice and (b) any notice to Lender shall be given by first class mail to Lender's address at First Union National Bank, Consumer Loan Operations, P.O. Box 50010, Roanoke, VA 24022 or to such other address as Lender may designate by notice to Borrower as provided herein. Any notice provided for in this Mortgage shall be deemed to have been given to Borrower or Lender when given in the manner designated herein.

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

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

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

14. Transfer of the Property or a Beneficial Interest in Borrower; Assumption. As used in this paragraph 14, "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

02. S.S. ps

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 federal law.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than thirty (30) days from the date the notice is given in accordance with paragraph 10 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 by this Security Instrument without further notice or demand on Borrower.

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

15. Default; Acceleration; Remedies. Upon Borrower's breach of any covenant or agreement of Borrower in this entire Mortgage, including the covenants to pay when due any sums under the Note secured by this Mortgage, Lender, at Lender's option, may declare all of the sums secured by this Mortgage to be immediately due and payable without demand or notice, notice of the exercise of such option being hereby expressly waived. Lender may invoke the power of sale hereby granted. Lender shall have the right to enter upon and take possession of the Property hereby conveyed or shall without taking such possession have the right to sell the same at public auction for cash, after first giving notice of the time, place and terms of such sale by publication once a week for three consecutive weeks prior to said sale, in some newspaper published in said county, and upon payment of the purchase money, the Lender, or owner of the debt and Mortgage, or auctioneer, shall execute to the purchaser for and in the name of the Mortgagors, a good and sufficient deed to the Property sold; the Lender shall apply the proceeds of said sale: first, to the expense of advertising, selling and conveying said Property, including a reasonable attorney's fee; second, to the payment of any amounts that may have been expended or that may then be necessary to expend in paying insurance, taxes and other encumbrances, with interest thereon; third, to the payment in full of the principal indebtedness and interest thereon, whether the same shall or shall not have fully matured at the date of said sale, but no interest shall be collected beyond the date of said sale; and fourth, the balance, if any, shall be paid over to the said Borrowers or to whomever then appears of record to be the owner of said Property. The Lender may bid and become the purchaser of the Mortgaged Property at any foreclosure sale hereunder.

16. Borrower's Right to Reinstate. Notwithstanding Lender's acceleration of the sums secured by this Mortgage, Borrower shall have the right to have any proceedings begun by Lender to enforce this Mortgage discontinued if: (a) Borrower pays Lender all sums which would be then due under this Mortgage, this Note and Notes securing Future Advances, if any, had no acceleration occurred; (b) Borrower cures all breaches of any other covenants or agreements of Borrower contained in this Mortgage; (c) Borrower pays all reasonable expenses incurred by Lender in enforcing the covenants and agreements of Borrower contained in this Mortgage, and in enforcing Lender's remedies as provided in paragraph 15 hereof, including, but not limited to, reasonable attorneys' fees; and (d) Borrower takes such action, as Lender may reasonably require to assure that the lien of this Mortgage, Lender's interest in the Property and Borrower's obligation to pay the sums secured by this Mortgage shall continue unimpaired. Upon such payment and cure by Borrower, this Mortgage and the obligations secured hereby shall remain in full force and effect as if no acceleration had occurred.

17. Assignment of Rents; Appointment of Receiver. As additional security hereunder, Borrower hereby assigns to Lender the rents of the Property, provided that so long as Borrower is not in default hereunder, Borrower shall, prior to acceleration under paragraph 15 hereof or abandonment of the Property, have the right to collect and retain such rents as they become due and payable.

Upon acceleration and/or foreclosure under paragraph 15 hereof, or abandonment of the Property, Lender, in person or by agent, shall be entitled to enter upon, take possession of and manage the Property and to collect the rents of the Property including those past due. The Lender shall be liable to account only for those rents actually received prior to the foreclosure sale as provided in paragraph 15. Lender shall not be liable to account to Borrower or to any other person claiming any interest in the Property for any rents received after foreclosure.

18. Loan Charges. If the loan secured by this Mortgage 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 permitted limits, then: (a) any such loan charges 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 under the Note.

19. Legislation. If, after the date hereof, enactment or expiration of applicable laws have the effect either of rendering the provisions of the Note, the Mortgage or any Rider, unenforceable according to their terms, or all or any part of the sums secured hereby uncollectible, as otherwise provided in this Mortgage or the Note, or of diminishing the value of Lender's security, then Lender, at Lender's option, may declare all sums secured by the Mortgage to be immediately due and payable.

20. Satisfaction. Upon payment of all sums secured by this Mortgage, the conveyance of the Property pursuant to this Mortgage shall become null and void and Lender shall release this Mortgage. Borrower shall pay all costs of recordation, if any. Lender, at Lender's option, may allow a partial release of the Property on terms acceptable to Lender and Lender may charge a release fee.

21. Waiver of Homestead. Borrower hereby waives all rights of homestead exemption in the Property and relinquishes all rights of dower and curtesy in the Property.


020028 (Rev 05)

22. Hazardous Substances. Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property that is in violation of any Environmental Law. 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.

Borrower shall promptly give Lender written notice of 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. If Borrower learns, or is notified by any governmental or regulatory authority, 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.

As used in this paragraph 22, "Hazardous Substances" are those substances defined as toxic or Hazardous Substances 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. As used in this paragraph 22, "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety, or environmental protection.

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

Borrower and Lender request the holder of any mortgage, deed of trust or other encumbrance with a lien which has priority over this Mortgage to give Notice to Lender at First Union National Bank, Consumer Loan Operations, P.O. Box 50010, Roanoke, VA 24022 of any default under the superior encumbrance and of any sale or other foreclosure action.

IN WITNESS WHEREOF, Borrower has executed this Mortgage and adopted as his seal the word ("SEAL") appearing beside his name.

Signed, sealed and delivered in the presence of:

Sandra B. Poag
Witness

Sandra B. Poag
Witness Name Typed or Printed

James W. Poag, Jr.
Witness

James W. Poag, Jr.
Witness Name Typed or Printed

Albert J. Sanders, Jr. [SEAL]
Borrower ALBERT J. SANDERS, JR.

Patricia S. Sanders [SEAL]
Borrower PATRICIA S. SANDERS

_____[SEAL]
Borrower

_____[SEAL]
Borrower

State of SOUTH CAROLINA

County of LEXINGTON

Before me, the undersigned Notary Public, personally appeared _____

Sandra B. Poag
who being duly sworn, deposed and said that (s)he saw _____
Albert J. Sanders, Jr. and Patricia S. Sanders

sign, seal and deliver the foregoing Mortgage and that (s)he, together with _____
James W. Poag, Jr.

witnessed the execution thereof.

SWORN to and subscribed before me this 23rd day of January, 2002.

Sandra B. Poag
Witness

James W. Poag, Jr. [SEAL]
Notary Public for South Carolina

James W. Poag, Jr.
Notary Public Name (Typed or Printed)

My Commission Expires: 9/29/05

EXHIBIT "A"

All that certain piece, parcel or lot of land, with the improvements thereon, situate, lying and being in the County of Lexington, near the Town of South Congaree, in the State of South Carolina, the same being shown as Lot No. Four (4) on a plat prepared for Imperial Builders, Inc., by Benjamin H. Whetstone, dated April 18, 1970 and recorded in the Office of the RMC for Lexington County in Plat Book 84-G at Page 103. Said lot is also shown on a plat prepared for Albert J. Sanders, Jr. and Patricia S. Sanders by Robert E. Collingwood, Jr., dated July 17, 1979 to be recorded and according to said plat, having the following measurements and boundaries, to-wit: Bounded in the North by right of way of Southern Railroad whereon it measures 105.0 feet; on the West by Lake Princeton Holding Co. lands whereon it measures 387.0 feet; on the South by East Chateau Drive whereon it fronts and measures 104.0 feet; and on the East by undesignated lands whereon it measures 396.81 feet.

Derivation: This being the same property conveyed to Albert J. Sanders, Jr. and Patricia S. Sanders by deed of Lake Princeton Holding Co. dated July 18, 1979, and recorded in the Office of the RMC for Lexington County on July 20, 1979 in Deed Book 350 at Page 63.

TMS# 007821-01-004

A.J. S.J. . *ps*



Comptroller of the Currency
Administrator of National Banks

Large Bank Licensing, MS 7-13
250 E Street, S.W.
Washington, DC 20219

April 1, 2002

OCC Control Nr. 2002-ML-02-0001

Ms. Courtney D. Allison
Assistant General Counsel
Legal Division
Wachovia Corporation
101 South College Street (NC0630)
Charlotte, North Carolina 28288-0630

Dear Ms. Allison:

This letter is the official certification of the Comptroller of the Currency (OCC) of the merger of Wachovia Bank, National Association, Winston-Salem, North Carolina, Charter Nr. 1559, into and under the charter of First Union National Bank, Charlotte, North Carolina, Charter Nr. 1 with the resulting title of Wachovia Bank, National Association and headquarters at Charlotte, North Carolina, effective April 1, 2002.

This letter is also the official authorization given to Wachovia Bank, N.A., Charter Nr. 1 (formerly First Union National Bank), to operate the former head office of Wachovia Bank, N.A., Charter Nr. 1559 as a branch at the following site:

Title	:	Downtown Winston-Salem Branch
Certificate Nr.	:	122534A
Address	:	100 North Main Street Winston-Salem, North Carolina 27150

Branch authorizations previously granted to Wachovia Bank, N.A., Charter Nr. 1559, automatically convey to Wachovia Bank, N.A., Charter Nr. 1 (formerly First Union National Bank), the resulting bank, and will not be reissued. Please furnish a copy of this certificate to personnel responsible for branch administration.

EXHIBIT
" 3 "

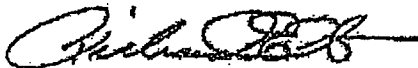


Certification of Merger
First Union National Bank/Wachovia Bank, N.A.
Page 2 of 2

The OCC also authorizes the resulting bank, should the merger occur between Call Report dates, to recalculate its legal lending limit. The new lending limit should be calculated by using data from the last Call Report of the individual banks filed prior to consummating the consolidation, as adjusted for the combination. The resulting bank will then file a new Call Report and begin calculating its legal lending limit according to 12 C.F.R. 32.4(a) at the end of the quarter following consummation of the consolidation.

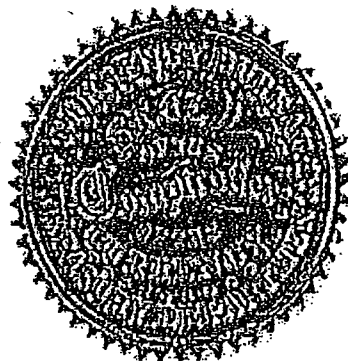
In the event of questions, I may be contacted at (202) 874-5060 or by e-mail at: largebanks@occ.treas.gov.

Sincerely,



Richard T. Erb
Licensing Manager

2002-ML-02-0001





Comptroller of the Currency
Administrator of National Banks

Washington, DC 20219

March 20, 2010

Mr. James H. Hanson
Senior Vice President
Wells Fargo Bank, National Association
90 South Seventh Street
Minneapolis, MN 55479

Re: Applications to merge Wachovia Bank, National Association, Charlotte, North Carolina
and Wachovia Bank of Delaware, National Association, Wilmington, Delaware with and
into Wells Fargo Bank, National Association, Sioux Falls, South Dakota
Application Control Number: 2009-ML-02-0013

Dear Mr. Hanson:

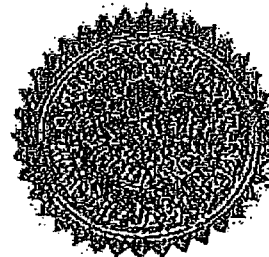
This letter is the official acknowledgement, authorization and certification by the Office of the Comptroller of the Currency (OCC) that effective March 20, 2010 Wachovia Bank, National Association, Charlotte, North Carolina and Wachovia Bank of Delaware, National Association, Wilmington, Delaware merged with and into Wells Fargo Bank, National Association, Sioux Falls, South Dakota, under the title of the latter. As result of the merger, the OCC has renumbered the charter number of Wells Fargo Bank, National Association (the resulting bank) from charter number 1741 to charter number 1.

This letter is also the official authorization for Wells Fargo Bank, National Association to operate the former main office of Wachovia Bank of Delaware, National Association and the branch offices of Wachovia Bank, National Association and Wachovia Bank of Delaware, National Association as branches of Wells Fargo Bank, National Association. A list of branches for the resulting bank will be sent under separate cover.

If you have questions regarding this letter, please contact me at (202) 874-5294 or by e-mail at Stephen.Lyburger@occ.treas.gov. Please reference the application control number in any correspondence.

Sincerely,

Stephen A. Lyburger
Stephen A. Lyburger
Large Bank Processing Lead Expert



Page 1 of 1

Wachovia Bank, N.A.
Business Direct Collections
PA1337
123 South Broad Street
Philadelphia, PA 19109

11/09/2009

VIA CERTIFIED AND REGULAR MAIL

418,342,580,099
Albert Jerry Sanders
131 E CHATEAU DRIVE
WEST COLUMBIA, SC 29171

NOTICE OF INTENTION TO FORECLOSE

RE: Account Number: *****
Property Address: 131 E CHATEAU DRIVE, WEST COLUMBIA, SC, 29171

Dear Wachovia Customer(s):

As you are aware, Wachovia Bank, N.A. holds a recorded lien on the real property listed above, in the amount of \$94,700.00.

Your loan payments are past due, which puts you in default of your loan agreement. As of 11/09/2009 you owe the following:

Principal and Interest	\$4,757.91
Current Late Charges	\$10.00
TOTAL DUE	\$4,767.91

You may cure your default by paying the aforesaid amount by bank check, money order, or other certified funds so that it is received at the following address on or before 12/06/2009: **Wachovia Bank, N.A., Business Direct Collections, PA1337, 123 South Broad Street, Philadelphia, PA 19109.**

If your account is not brought current by 12/06/2009, then we may start foreclosure proceedings.

Among other things, the purpose of this letter is to make one final attempt to possibly avoid acceleration or foreclosure and reach an agreement with you to satisfy your delinquent loan account. There are alternatives to foreclosure and its severe consequences. Wachovia Bank, N.A. is willing to consider your individual circumstances and be flexible as possible in attempting to make alternatives available to you. However, you or your attorney must contact this office to discuss your situation if foreclosure is to be avoided. This letter is not to be considered a definite offer to accept an alternative to foreclosure. Likewise, this letter is not a waiver of the acceleration of your mortgage or a waiver of any of the bank's rights or remedies under the loan documents.

Failure to bring your account current may result in our election to exercise our right to foreclose on your property. Upon acceleration, your total obligation will be immediately due and payable without further notice or demand. In foreclosure proceedings, we are entitled to collect your total arrearage in addition to any expenses of foreclosure, including but not limited to reasonable foreclosure fees and costs. You have the right to assert in court the non-existence of a default or any other defense to acceleration and foreclosure.

579534 (Rev 00)



Wachovia Bank, N.A.
Business Direct Collections
PA1337
123 South Broad Street
Philadelphia, PA 19109

11/09/2009

VIA CERTIFIED AND REGULAR MAIL

Page 2

After acceleration of the debt, but prior to foreclosure, you may have the right to reinstate the loan, depending on the terms of the loan documents. We encourage you to review the provisions of the loan documents. Please be aware that, after acceleration of the debt, there may be expenses and fees and costs incurred by us to enforce our lien in addition to the overdue amount. Any payment to reinstate the loan after acceleration must therefore include an amount sufficient to cover such expenses and fees incurred. Payments received that are less than the amount required to reinstate the loan will be returned, and will not stop any foreclosure proceedings that have begun. Prior to submitting payment, you may wish to call us to verify the exact amount due.

There may be possible availability of financial assistance for curing a default from programs operated by the State or Federal Government or non-profit organizations. You may wish to call the number below to ascertain whether you qualify for assistance.

In addition, if you have recently filed a petition under the Bankruptcy Code, this notice has been sent to you because Wachovia has not been notified of your bankruptcy case. If the foregoing applies to you, it is very IMPORTANT that you or your bankruptcy attorney contact us immediately and provide us with the following information: date and jurisdiction of your filing, your case number and the number of the chapter you have filed.

Please note:

- If you are eligible for protection under the Servicemembers Civil Relief Act, or similar state statute, please contact us immediately.
- 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.

If you disagree with the assertion that a default has occurred or with the correctness of the calculation of the amount required to cure the default, you may contact Business Direct Collections at 1 (800) 905-2468.

Sincerely,

Business Direct Collections
1 (800) 905-2468

Wachovia Bank, N.A.
Business Direct Collections
PA1337
123 South Broad Street
Philadelphia, PA 19109

11/09/2009

VIA CERTIFIED AND REGULAR MAIL

418,341,580,099
Albert Jerry Sanders
P O Box 3198
West Columbia, SC 29171

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579534 (Rev 00)

Generic Branch Letter

Wachovia Bank, N.A.
Business Direct Collections
PA1337
123 South Broad Street
Philadelphia, PA 19109

11/09/2009

VIA CERTIFIED AND REGULAR MAIL

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PA1337
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11/09/2009

VIA CERTIFIED AND REGULAR MAIL

418,342,580,100

ALBERT J SANDERS
131 E CHATEAU DRIVE
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579534 (Rev 00)

Generic Breach Letter

Wachovia Bank, N.A.
Business Direct Collections
PA1337
123 South Broad Street
Philadelphia, PA 19109

11/09/2009

VIA CERTIFIED AND REGULAR MAIL

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579534 (Rev 00)

Generic Breach Letter

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Please note:

- If you are eligible for protection under the Servicemembers Civil Relief Act, or similar state statute, please contact us immediately.
- 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.

If you disagree with the assertion that a default has occurred or with the correctness of the calculation of the amount required to cure the default, you may contact Business Direct Collections at 1 (800) 905-2468.

Sincerely,

Business Direct Collections
1 (800) 905-2468

579534 (Rev 00)

Generic Breach Letter

Rec. on App.129

Wachovia Bank, N.A.
Business Direct Collections
PA1337
123 South Broad Street
Philadelphia, PA 19109

11/09/2009

VIA CERTIFIED AND REGULAR MAIL

418,342,580,101

ALBERT J SANDERS JR
131 E CHATEAU DRIVE
WEST COLUMBIA, SC 29171

NOTICE OF INTENTION TO FORECLOSE

RE: Account Number: *****
Property Address: 131 E CHATEAU DRIVE, WEST COLUMBIA, SC, 29171

Dear Wachovia Customer(s):

As you are aware, Wachovia Bank, N.A. holds a recorded lien on the real property listed above, in the amount of \$94,700.00.

Your loan payments are past due, which puts you in default of your loan agreement. As of 11/09/2009 you owe the following:

Principal and Interest	\$4,757.91
Current Late Charges	\$10.00
TOTAL DUE	\$4,767.91

You may cure your default by paying the aforesaid amount by bank check, money order, or other certified funds so that it is received at the following address on or before 12/06/2009: **Wachovia Bank, N.A., Business Direct Collections, PA1337, 123 South Broad Street, Philadelphia, PA 19109.**

If your account is not brought current by 12/06/2009, then we may start foreclosure proceedings.

Among other things, the purpose of this letter is to make one final attempt to possibly avoid acceleration or foreclosure and reach an agreement with you to satisfy your delinquent loan account. There are alternatives to foreclosure and its severe consequences. Wachovia Bank, N.A. is willing to consider your individual circumstances and be flexible as possible in attempting to make alternatives available to you. However, you or your attorney must contact this office to discuss your situation if foreclosure is to be avoided. This letter is not to be considered a definite offer to accept an alternative to foreclosure. Likewise, this letter is not a waiver of the acceleration of your mortgage or a waiver of any of the bank's rights or remedies under the loan documents.

Failure to bring your account current may result in our election to exercise our right to foreclose on your property. Upon acceleration, your total obligation will be immediately due and payable without further notice or demand. In foreclosure proceedings, we are entitled to collect your total arrearage in addition to any expenses of foreclosure, including but not limited to reasonable foreclosure fees and costs. You have the right to assert in court the non-existence of a default or any other defense to acceleration and foreclosure.

579534 (Rev 00)

Generic Reach Letter

Wachovia Bank, N.A.
Business Direct Collections
PA1337
123 South Broad Street
Philadelphia, PA 19109

11/09/2009

VIA CERTIFIED AND REGULAR MAIL

Page 2

After acceleration of the debt, but prior to foreclosure, you may have the right to reinstate the loan, depending on the terms of the loan documents. We encourage you to review the provisions of the loan documents. Please be aware that, after acceleration of the debt, there may be expenses and fees and costs incurred by us to enforce our lien in addition to the overdue amount. Any payment to reinstate the loan after acceleration must therefore include an amount sufficient to cover such expenses and fees incurred. Payments received that are less than the amount required to reinstate the loan will be returned, and will not stop any foreclosure proceedings that have begun. Prior to submitting payment, you may wish to call us to verify the exact amount due.

There may be possible availability of financial assistance for curing a default from programs operated by the State or Federal Government or non-profit organizations. You may wish to call the number below to ascertain whether you qualify for assistance.

In addition, if you have recently filed a petition under the Bankruptcy Code, this notice has been sent to you because Wachovia has not been notified of your bankruptcy case. If the foregoing applies to you, it is very IMPORTANT that you or your bankruptcy attorney contact us immediately and provide us with the following information: date and jurisdiction of your filing, your case number and the number of the chapter you have filed.

Please note:

- If you are eligible for protection under the Servicemembers Civil Relief Act, or similar state statute, please contact us immediately.
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Sincerely,

Business Direct Collections
1 (800) 905-2468

579534 (Rev 00)

Generic Breach Letter

Rec. on App.131

Wachovia Bank, N.A.
Business Direct Collections
PA1337
123 South Broad Street
Philadelphia, PA 19109

11/09/2009

VIA CERTIFIED AND REGULAR MAIL

418,341.580,101
ALBERT J SANDERS JR
P O Box 3198
West Columbia, SC 29171

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579534 (Rev 00)

Generic Breach Letter

Wachovia Bank, N.A.
Business Direct Collections
PA1337
123 South Broad Street
Philadelphia, PA 19109

11/09/2009

VIA CERTIFIED AND REGULAR MAIL

Page 2

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Sincerely,

Business Direct Collections
1 (800) 905-2468



Wells Fargo Servicing Center
Home Equity Payment Processing
MAC B6955-01B
PO BOX 31557
Billings, MT 59107-9900

NOTICE OF RIGHT TO CURE DEFAULT (REAL ESTATE)

Date of Notice: 07/14/2010

Creditor: Wells Fargo, Bank, N.A.

To: ALBERT JERRY SANDERS JR
131 E CHATEAU DR
WEST COLUMBIA, SC 29170-4203

Re: Account Number [REDACTED] XXX

PLEASE NOTE: As you may know, the automatic stay which has been in place in connection with your bankruptcy case has now been modified or terminated. This means that Wells Fargo Bank, N.A. may legally proceed against the real estate which serves as collateral for your above-referenced Account if timely payments are not made on your Account. As a result of your bankruptcy case, we are **NOT** attempting to collect a debt from you (deficiency or otherwise) or in any way violate any provision of the United States Bankruptcy Code. However, state law requires us to notify you that we may pursue all of our legal rights and remedies against the real estate which serves as collateral for your Account if the default on the Account is not cured as more fully described below.

You are now in default on this credit obligation. You have the right to correct this default until 08/13/2010. If you do so, you may continue with the contract as though you did not default. Your default consists of your failure to make the following payment(s):

Scheduled payment(s) in the total amount of	\$9385.82
Plus accumulated late charges of	\$ 0.00
Plus other charges of	\$ 0.00
TOTAL	\$9385.82

Correction of Default: Before 08/13/2010, you must pay the default amount of \$9385.82. If you do not correct your default by this date, we may accelerate your credit obligation and exercise rights and remedies against you including initiating a foreclosure action or procedure to sell the real estate that secures your credit obligation. You will have the right to reinstate your credit obligation after acceleration and the right in any foreclosure action to assert the non-existence of a default or any other defense you may have to acceleration and sale.

In addition, you may be liable for additional monthly payments that come due and any late charges after the date of this Notice.

Any payment of less than the full amount due may be applied to your credit obligation or returned to you. However, if we apply any payment of less than the full amount due to your credit obligation, or if we negotiate with you in an attempt to cure the default, this shall not establish a course of dealing or constitute our waiver of acceleration unless agreed to by us in writing. Further, any future negotiations attempting to reinstate your credit obligation shall also not establish a course of dealing or constitute our waiver of acceleration unless agreed to by us in writing.

Please remit the default amount of \$9385.82 to the address shown above. If you have any questions, please call one of our specialists at 1-800-241-0039 Monday through Friday 7:30 a.m. to 6:00 p.m. CST. For TDD assistance, call 1-866-289-2069.

The laws of the following states require us to expressly state the following disclosures:





Wells Fargo Servicing Center
Home Equity Payment Processing
MAC B6955-01B
PO BOX 31557
Billings, MT 59107-9900

COLORADO RESIDENTS: You may call the Colorado Foreclosure hotline for assistance: 1-877-601-Hope.

KANSAS RESIDENTS: You may also be obligated to pay reasonable costs of collection, including, but not limited to, court costs, attorneys fees, and collection agency fees, except that such costs of collection: (1) may not include costs that were incurred by a salaried employee of the creditor or its assignee; (2) may not include the recovery of both attorney fees and collection agency fees; and (3) shall not be in excess of 15% of the unpaid debt after default.

MISSOURI RESIDENTS: If you voluntarily surrender possession of the above-described property, you could still owe additional money after the money received from the sale of the property is deducted from the total amount owed.

SOUTH CAROLINA RESIDENTS: The rights and remedies we may exercise against you may also include, in many instances, to hold you personally responsible for any difference between the amount the real estate brings in a sale and the balance due Wells Fargo on the credit obligation in questions.

Sincerely,

BANKRUPTCY SPECIALIST
Wells Fargo Home Equity Group - Bankruptcy Department



Transaction Statement

Wachovia Account Number: 41500212575

Wells Fargo Account Number: 0001

Transaction History

Albert Jerry Sanders
131 E Chateau Dr
West Columbia, SC 29170

Statement Period: 01/03/2011 - 02/01/2018

STATEMENT SUMMARY

Original Balance:

Current Balance:

Note Date:

Product:

AUX Number:

Statement Date:

**PLAINTIFF'S
EXHIBIT**

February 21, 2018

TRANSACTIONS

Proc Date	Eff Date	Tran Code	Action	Interest	Principal	Misc 1	Misc 2	Misc 3	Escrow	Total Pmt	Prin Bal
01/01/2011	01/03/2011	30 A	Payment	(\$671.13)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$671.13	\$87,596.78
02/08/2011	02/08/2011	30 A	Payment	(\$671.13)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$671.13	\$87,596.78
07/30/2012	07/30/2012	36 2	Fee Waiver	\$0.00	\$0.00	(\$2,733.02)	\$0.00	\$0.00	\$0.00	\$0.00	\$87,596.78
02/21/2013	02/21/2013	36 2	Fee Waiver	\$0.00	\$0.00	(\$2,733.02)	\$0.00	\$0.00	\$0.00	\$0.00	\$87,596.78
05/07/2013	05/08/2013	46 2	Charge Assessment	\$0.00	\$0.00	\$688.00	\$0.00	\$0.00	\$0.00	\$0.00	\$87,596.78
10/24/2013	10/23/2013	46 2	Charge Assessment	\$0.00	\$0.00	\$523.40	\$0.00	\$0.00	\$0.00	\$0.00	\$87,596.78
02/20/2014	02/15/2014	46 2	Charge Assessment	\$0.00	\$0.00	\$810.00	\$0.00	\$0.00	\$0.00	\$0.00	\$87,596.78
02/19/2015	02/15/2015	46 2	Charge Assessment	\$0.00	\$0.00	\$824.00	\$0.00	\$0.00	\$0.00	\$0.00	\$87,596.78
10/28/2015	10/28/2015	36 2	Fee Waiver	\$0.00	\$0.00	(\$316.00)	\$0.00	\$0.00	\$0.00	\$0.00	\$87,596.78
10/28/2015	10/28/2015	36 2	Fee Waiver	\$0.00	\$0.00	(\$810.00)	\$0.00	\$0.00	\$0.00	\$0.00	\$87,596.78
10/28/2015	10/28/2015	36 2	Fee Waiver	\$0.00	\$0.00	(\$824.00)	\$0.00	\$0.00	\$0.00	\$0.00	\$87,596.78
10/12/2017	10/11/2017	46 2	Charge Assessment	\$0.00	\$0.00	\$764.15	\$0.00	\$0.00	\$0.00	\$0.00	\$87,596.78
02/01/2018	02/01/2018	30 2	Payment Fees	\$0.00	\$0.00	(\$372.00)	\$0.00	\$0.00	\$0.00	\$0.00	\$87,596.78
02/01/2018	02/01/2018	30 2	Payment Fees	\$0.00	\$0.00	(\$1,277.55)	\$0.00	\$0.00	\$0.00	\$0.00	\$87,596.78
02/01/2018	02/01/2018	30 C	Payoff / Other	(\$58,043.19)	(\$87,596.78)	(\$80.00)	\$0.00	\$0.00	\$0.00	\$147,369.52	\$0.00

Transaction History

Statement Period: 01/23/2002 - 05/03/2010

STATEMENT SUMMARY

Acct No: 0001

Name: Albert Jerry Sanders

Note Date: 01/23/2002

Original Rate: 7.59000

Loan Amount: \$93,659.60

Date Prepared: February 21, 2018

TRANSACTIONS

Date	Interest Rate	Description	Transaction Amount	Other Charge	Other Paid	Expense Paid	Life Insurance	Auto Insurance	Principal Paid	Interest Paid	Principal Balance
01/23/2002	7.59000	Conversion Loan DR	\$93,659.60								\$93,659.60
01/31/2002	7.59000	Int Rate Change	\$1,200.00								\$0.00
03/08/2002	7.59000	Payment	\$671.13		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$671.13	\$0.00
04/03/2002	7.59000	Payment	\$671.13		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$671.13	\$0.00
05/03/2002	7.59000	Payment	\$671.13		\$0.00	\$0.00	\$0.00	\$0.00	\$24.51	\$646.62	\$0.00
06/06/2002	7.59000	Payment	\$671.13		\$0.00	\$0.00	\$0.00	\$0.00	\$1.78	\$669.35	\$0.00
07/01/2002	7.59000	Payment	\$671.13		\$0.00	\$0.00	\$0.00	\$0.00	\$178.97	\$492.16	\$0.00
08/05/2002	7.59000	Payment	\$671.13		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$671.13	\$0.00
09/05/2002	7.59000	Payment	\$671.13		\$0.00	\$0.00	\$0.00	\$0.00	\$45.41	\$625.72	\$0.00
10/09/2002	7.59000	Payment	\$671.13		\$0.00	\$0.00	\$0.00	\$0.00	\$3.38	\$667.75	\$0.00
11/06/2002	7.59000	Payment	\$671.13		\$0.00	\$0.00	\$0.00	\$0.00	\$121.23	\$546.90	\$0.00
12/04/2002	7.59000	Payment	\$671.13		\$0.00	\$0.00	\$0.00	\$0.00	\$121.94	\$549.19	\$0.00
01/06/2003	7.59000	Payment	\$671.13		\$0.00	\$0.00	\$0.00	\$0.00	\$24.71	\$646.42	\$0.00
02/05/2003	7.59000	Payment	\$671.13		\$0.00	\$0.00	\$0.00	\$0.00	\$63.63	\$587.50	\$0.00
03/03/2003	7.59000	Payment	\$671.13		\$0.00	\$0.00	\$0.00	\$0.00	\$162.42	\$508.71	\$0.00
04/09/2003	7.59000	Payment	\$671.13		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$671.13	\$0.00
05/09/2003	7.59000	Payment	\$671.13		\$0.00	\$0.00	\$0.00	\$0.00	\$33.60	\$637.53	\$0.00
06/05/2003	7.59000	Payment	\$671.13		\$0.00	\$0.00	\$0.00	\$0.00	\$143.96	\$527.18	\$0.00
07/07/2003	7.59000	Payment	\$671.13		\$0.00	\$0.00	\$0.00	\$0.00	\$47.28	\$623.85	\$0.00
08/08/2003	7.59000	Payment	\$671.13		\$0.00	\$0.00	\$0.00	\$0.00	\$47.69	\$623.64	\$0.00
09/09/2003	7.59000	Payment	\$671.13		\$0.00	\$0.00	\$0.00	\$0.00	\$47.91	\$623.22	\$93,611.69

10/10/2003	7.59000	Payment	\$871.13		\$0.00	\$0.00	\$0.00	\$0.00	\$67.88	\$603.45	\$93,544.01
11/12/2003	7.59000	Payment	\$871.13		\$0.00	\$0.00	\$0.00	\$0.00	\$29.21	\$641.92	\$93,514.80
12/17/2003	7.59000	Payment	\$871.13		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$671.13	\$93,514.80
01/07/2004	7.59000	Payment	\$671.13		\$0.00	\$0.00	\$0.00	\$0.00	\$253.66	\$417.47	\$93,261.14
02/08/2004	7.59000	Payment	\$871.13		\$0.00	\$0.00	\$0.00	\$0.00	\$90.93	\$580.20	\$93,170.21
03/03/2004	7.59000	Payment	\$871.13		\$0.00	\$0.00	\$0.00	\$0.00	\$168.77	\$502.38	\$93,001.44
04/08/2004	7.59000	Payment	\$700.00		\$0.00	\$0.00	\$0.00	\$0.00	\$5.70	\$694.30	\$92,996.74
05/10/2004	7.59000	Payment	\$871.13		\$0.00	\$0.00	\$0.00	\$0.00	\$54.00	\$617.13	\$92,841.74
06/09/2004	7.59000	Payment	\$871.13		\$0.00	\$0.00	\$0.00	\$0.00	\$92.91	\$578.22	\$92,848.83
07/08/2004	7.59000	Payment	\$871.13		\$0.00	\$0.00	\$0.00	\$0.00	\$112.75	\$558.38	\$92,736.08
08/09/2004	7.59000	Payment	\$871.13		\$0.00	\$0.00	\$0.00	\$0.00	\$55.73	\$615.40	\$92,680.35
09/03/2004	7.59000	Payment	\$671.13		\$0.00	\$0.00	\$0.00	\$0.00	\$180.83	\$480.50	\$92,489.72
10/08/2004	7.59000	Payment	\$871.13		\$0.00	\$0.00	\$0.00	\$0.00	\$58.19	\$632.94	\$92,451.53
11/08/2004	7.59000	Payment	\$871.13		\$0.00	\$0.00	\$0.00	\$0.00	\$38.44	\$632.69	\$92,413.09
12/09/2004	7.59000	Payment	\$871.13		\$0.00	\$0.00	\$0.00	\$0.00	\$77.04	\$594.09	\$92,336.05
01/11/2005	7.59000	Payment	\$871.13		\$0.00	\$0.00	\$0.00	\$0.00	\$38.85	\$632.48	\$92,297.40
02/14/2005	7.59000	Payment	\$871.13		\$0.00	\$0.00	\$0.00	\$0.00	\$18.58	\$652.55	\$92,278.82
03/14/2005	7.59000	Payment	\$871.13		\$0.00	\$0.00	\$0.00	\$0.00	\$133.84	\$537.29	\$92,144.98
04/07/2005	7.59000	Payment	\$871.13		\$0.00	\$0.00	\$0.00	\$0.00	\$211.28	\$458.87	\$91,933.72
05/10/2005	7.59000	Payment	\$871.13		\$0.00	\$0.00	\$0.00	\$0.00	\$40.27	\$630.86	\$91,893.45
06/10/2005	7.59000	Payment	\$871.13		\$0.00	\$0.00	\$0.00	\$0.00	\$78.76	\$592.37	\$91,814.69
07/08/2005	7.59000	Payment	\$871.13		\$0.00	\$0.00	\$0.00	\$0.00	\$136.54	\$534.59	\$91,678.15
08/09/2005	7.59000	Payment	\$871.13		\$0.00	\$0.00	\$0.00	\$0.00	\$61.08	\$610.05	\$91,617.07
09/08/2005	7.59000	Payment	\$871.13		\$0.00	\$0.00	\$0.00	\$0.00	\$99.59	\$571.54	\$91,517.48
10/11/2005	7.59000	Payment	\$871.13		\$0.00	\$0.00	\$0.00	\$0.00	\$43.12	\$628.01	\$91,474.36
11/10/2005	7.59000	Payment	\$871.13		\$0.00	\$0.00	\$0.00	\$0.00	\$100.48	\$570.65	\$91,373.88
12/16/2005	7.59000	Payment	\$871.13		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$671.13	\$91,373.88
01/13/2006	7.59000	Payment	\$871.13		\$0.00	\$0.00	\$0.00	\$0.00	\$128.22	\$544.91	\$91,247.66
02/07/2006	7.59000	Payment	\$871.13		\$0.00	\$0.00	\$0.00	\$0.00	\$188.76	\$474.37	\$91,060.90
03/14/2006	7.59000	Payment	\$871.13		\$0.00	\$0.00	\$0.00	\$0.00	\$8.46	\$662.67	\$91,042.44
04/11/2006	7.59000	Payment	\$871.13		\$0.00	\$0.00	\$0.00	\$0.00	\$141.04	\$530.09	\$90,901.40
05/08/2006	7.59000	Payment	\$871.13		\$0.00	\$0.00	\$0.00	\$0.00	\$180.76	\$510.37	\$90,740.84
06/08/2006	7.59000	Payment	\$871.13		\$0.00	\$0.00	\$0.00	\$0.00	\$86.19	\$584.94	\$90,654.45
07/10/2006	7.59000	Payment	\$871.13		\$0.00	\$0.00	\$0.00	\$0.00	\$67.90	\$603.23	\$90,586.55
08/08/2006	7.59000	Payment	\$871.13		\$0.00	\$0.00	\$0.00	\$0.00	\$124.85	\$548.28	\$90,461.70
08/09/2006	7.59000	LOG HISTORY PAYOFF									\$0.00
08/09/2006	7.59000	LOG HISTORY PAYOFF									\$0.00
09/14/2006	7.59000	Payment	\$871.13		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$671.13	\$90,461.70
10/13/2006	7.59000	Payment	\$871.13		\$0.00	\$0.00	\$0.00	\$0.00	\$100.74	\$570.39	\$90,360.96
11/07/2006	7.59000	Payment	\$871.13		\$0.00	\$0.00	\$0.00	\$0.00	\$201.37	\$469.78	\$90,159.59
12/08/2006	7.59000	Payment	\$871.13		\$0.00	\$0.00	\$0.00	\$0.00	\$89.84	\$581.19	\$90,069.66
01/08/2007	7.59000	Payment	\$871.13		\$0.00	\$0.00	\$0.00	\$0.00	\$90.51	\$580.62	\$89,979.14
02/08/2007	7.59000	Payment	\$871.13		\$0.00	\$0.00	\$0.00	\$0.00	\$91.10	\$580.03	\$89,888.04
03/09/2007	7.59000	Payment	\$871.13		\$0.00	\$0.00	\$0.00	\$0.00	\$129.07	\$542.06	\$89,768.97
04/10/2007	7.59000	Payment	\$871.13		\$0.00	\$0.00	\$0.00	\$0.00	\$73.85	\$597.28	\$89,685.12
05/14/2007	7.59000	Payment	\$871.13		\$0.00	\$0.00	\$0.00	\$0.00	\$37.06	\$634.08	\$89,648.07
06/11/2007	7.59000	Payment	\$871.13		\$0.00	\$0.00	\$0.00	\$0.00	\$149.18	\$521.97	\$89,498.91
07/10/2007	7.59000	Payment	\$871.13		\$0.00	\$0.00	\$0.00	\$0.00	\$131.41	\$639.72	\$89,367.50
08/13/2007	7.59000	Payment	\$871.13		\$0.00	\$0.00	\$0.00	\$0.00	\$39.30	\$631.83	\$89,328.20
09/17/2007	7.59000	Payment	\$871.13		\$0.00	\$0.00	\$0.00	\$0.00	\$20.99	\$650.14	\$89,307.21
10/11/2007	7.59000	Payment	\$871.13		\$0.00	\$0.00	\$0.00	\$0.00	\$225.42	\$446.71	\$89,081.79
11/13/2007	7.59000	Payment	\$871.13		\$0.00	\$0.00	\$0.00	\$0.00	\$59.84	\$611.29	\$89,021.95
12/10/2007	7.59000	Payment	\$871.13		\$0.00	\$0.00	\$0.00	\$0.00	\$171.32	\$499.81	\$88,850.63
01/22/2008	7.59000	Payment	\$871.13		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$671.13	\$88,850.63
02/13/2008	7.59000	Payment	\$871.13		\$0.00	\$0.00	\$0.00	\$0.00	\$143.54	\$527.59	\$88,707.09
03/10/2008	7.59000	Payment	\$871.13		\$0.00	\$0.00	\$0.00	\$0.00	\$192.84	\$478.29	\$88,514.25
04/28/2008	7.59000	Ltch Assess	\$10.00	\$10.00							\$88,514.25
04/29/2008	7.59000	Payment	\$871.13		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$671.13	\$88,514.25
05/16/2008	7.59000	Payment	\$871.13		\$10.00	\$0.00	\$0.00	\$0.00	\$102.42	\$558.71	\$88,411.83
06/13/2008	7.59000	Payment	\$871.13		\$0.00	\$0.00	\$0.00	\$0.00	\$157.76	\$513.37	\$88,254.07
07/18/2008	7.59000	Payment	\$871.13		\$0.00	\$0.00	\$0.00	\$0.00	\$30.57	\$640.56	\$88,223.50
08/11/2008	7.59000	Payment	\$871.13		\$0.00	\$0.00	\$0.00	\$0.00	\$232.03	\$439.10	\$87,991.47
09/05/2008	7.59000	Payment	\$871.13		\$0.00	\$0.00	\$0.00	\$0.00	\$214.95	\$456.18	\$87,776.52
10/14/2008	7.59000	Payment	\$871.13		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$671.13	\$87,776.52
11/24/2008	7.59000	Payment	\$871.13		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$671.13	\$87,776.52
12/29/2008	7.59000	Ltch Assess	\$10.00	\$10.00							\$87,776.52
01/05/2009	7.59000	Payment	\$871.13		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$671.13	\$87,776.52
01/20/2009	7.59000	Payment	\$871.13		\$10.00	\$0.00	\$0.00	\$0.00	\$179.74	\$481.39	\$87,596.78

03/02/2009	7.59000	Ltch Assess	\$10.00	\$10.00							\$87,596.78
03/18/2009	7.59000	Payment	\$652.26		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$652.26	\$87,596.78
03/30/2009	7.59000	Ltch Assess	\$0.94	\$0.94							\$87,596.78
04/16/2009	7.59000	Extension									\$0.00
04/16/2009	7.59000	Backdate Ltch Accessed Rev	\$0.94								\$87,596.78
05/28/2009	7.59000	Ltch Assess	\$10.00	\$10.00							\$87,596.78
06/29/2009	7.59000	Ltch Assess	\$10.00	\$10.00							\$87,596.78
07/28/2009	7.59000	Ltch Assess	\$10.00	\$10.00							\$87,596.78
08/28/2009	7.59000	Ltch Assess	\$10.00	\$10.00							\$87,596.78
09/28/2009	7.59000	Ltch Assess	\$10.00	\$10.00							\$87,596.78
10/28/2009	7.59000	Ltch Assess	\$10.00	\$10.00							\$87,596.78
11/30/2009	7.59000	Ltch Assess	\$10.00	\$10.00							\$87,596.78
12/07/2009	7.59000	Place In Bankruptcy									\$87,596.78
02/15/2010	7.59000	INS-REF-NUM									\$0.00
02/15/2010	7.59000	CANCELLATION DATE									\$0.00
02/15/2010	7.59000	PDI DATA CHANGE									\$0.00
02/15/2010	7.59000	EXP BAL									\$0.00
02/15/2010	7.59000	EXP REF NUM									\$0.00
02/15/2010	7.59000	Flood Ins CR	\$1,051.16					\$1,051.16			\$88,647.94
02/15/2010	7.59000	Princ CR	\$1,051.16					\$1,051.16			\$87,596.78
02/15/2010	7.59000	Exp Debit	\$1,051.16					\$1,051.16			\$87,596.78
05/03/2010	7.59000	Place In Bankruptcy Chp 7									\$87,596.78
05/03/2010	7.59000	DEBIT BILL CODE									\$0.00

ACLS 1098 TAX Information

Statement Date:

February 21, 2018

App	Loan Source	Loan Source Tie Break	Year	Interest Paid	Box 3 Amount	1098 Interest
3	0	0	2003	\$7,365.58	\$0.00	\$7,365.58
3	0	0	2004	\$6,903.68	\$0.00	\$6,903.68
3	0	0	2005	\$7,091.39	\$0.00	\$7,091.39
3	0	0	2006	\$6,749.33	\$0.00	\$6,749.33
3	0	0	2007	\$6,834.54	\$0.00	\$6,834.54
3	0	0	2008	\$6,308.32	\$0.00	\$6,308.32
3	0	0	2009	\$1,814.78	\$0.00	\$1,814.78

Extension History

Statement Date:

February 21, 2018

Effective Date	Seq Num	Posting Date	Months Ext	Ext Type	Workout Code	Override Officer	Override Reason Code	Override Error
04/16/2009	1	04/16/2009	2	R	N	A456081	CR	

ACLS Memo Data

Statement Date:

February 21, 2018

Memo Date	Loan Source	Source Tie Break	Application Id	Reason	Reference number	Description 1	Description 2	Description 3	Description 4	Description 5	Production Indicator	Production Number	Requestor Name	Requestor Location
11/09/2006	0	0	3	CPN	999	ORDERED COUPON BOOK PER CUSTOMER REQUEST					X	0	A528490	VA0343
04/16/2009	0	0	3	EXT	998	0.00/0021500212575	CR - CUSTOMER REQUEST	A456081			X	0	KERRY WRIGHT	ROANOKE - RCS - CLMS
12/07/2009	0	0	3	BKY	996	RECIEVED REQUEST TO APPLY BANKRUPTCY	PLACED ACCOUNT IN CHAPTER 11	STMT HOLD CODE TO 7 / BKY INDICATOR TO Y	LATE FEE NOTICE TO 4 / BILL CODE TO 0	FROM PATRICIA TAYLOR	X	0	KERRY WRIGHT	ROANOKE - RCS - CLMS
12/07/2009	0	0	3	BKY	997	RCVD REQUEST TO APPLY MEMO STOP ACCRUAL	FROM PATRICIA TAYLOR				X	0	TIM SMITH	INSTALLMENT LOAN SERVICES
02/12/2010	0	0	3	HIS	995	CRISS 10042 0467 VICKI THOMAS A024100	INTEROFFICED PYMNT HIST TO VICKI THOMAS	R4057-01P			X	0	STACY ERBER	R4058-030

02/23/2010	0	0	3	SRB	994	PSI A7-0149	The 24-Cycle Counter data was corrected	after errors were created once a	force to collections flag was set	research call ACLS ACD Line 888-671-8080	X	0	Tim Grelwe and Lena Lane	D4000-024
05/03/2010	0	0	3	BKY	993	RECEIVED REQUEST TO APPLY BANKRUPTCY	PLACED ACCOUNT IN CHAPTER 7.	STMT HOLD CODE TO 7 / BKY INDICATOR TO Y	LATE FEE NOTICE TO 4 / BILL CODE TO 0	FROM YVONNE RITTER	X	0	PAT VAUGHN	INSTALLMENT LOAN SERVICES

Transaction History

Albert Jerry Sanders
131 E Chateau Dr
West Columbia, SC 29170

Statement Period: 01/03/2011 - 02/01/2018

STATEMENT SUMMARY

Original Balance:
Current Balance:
Note Date:
Product:

AUX Number:
Statement Date:

February 21, 2018

BK SHAW Ledger Transactions

Proc Date	Eff Date	Tran Code	Action	Change Data	Interest	Principal	Misc 1	Misc 2	Misc 3	Escrow	Total Pmt	Prin Bal
01/01/2011	01/03/2011	30 A	MICR		(\$671.13)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$671.13	\$87,596.78
02/08/2011	02/08/2011	30 A	MICR		(\$671.13)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$671.13	\$87,596.78
07/30/2012	07/30/2012	36 2	HIP2		\$0.00	\$0.00	(\$2,733.02)	\$0.00	\$0.00	\$0.00	\$0.00	\$87,596.78
10/25/2012	10/25/2012	32 F	NAYN		\$0.00	\$0.00	(\$1,342.26)	\$0.00	\$0.00	\$0.00	\$0.00	\$87,596.78
02/21/2013	02/21/2013	36 2	HIP2		\$0.00	\$0.00	(\$2,733.02)	\$0.00	\$0.00	\$0.00	\$0.00	\$87,596.78
05/07/2013	05/09/2013	46 2	HIP2		\$0.00	\$0.00	\$888.00	\$0.00	\$0.00	\$0.00	\$0.00	\$87,596.78
10/24/2013	10/23/2013	46 2	TAX1		\$0.00	\$0.00	\$523.40	\$0.00	\$0.00	\$0.00	\$0.00	\$87,596.78
02/20/2014	02/15/2014	46 2	HIP2		\$0.00	\$0.00	\$810.00	\$0.00	\$0.00	\$0.00	\$0.00	\$87,596.78
02/19/2015	02/15/2015	46 2	HIP2		\$0.00	\$0.00	\$824.00	\$0.00	\$0.00	\$0.00	\$0.00	\$87,596.78
10/28/2015	10/28/2015	36 2	HIP2		\$0.00	\$0.00	(\$318.00)	\$0.00	\$0.00	\$0.00	\$0.00	\$87,596.78
10/28/2015	10/28/2015	36 2	HIP2		\$0.00	\$0.00	(\$810.00)	\$0.00	\$0.00	\$0.00	\$0.00	\$87,596.78
10/28/2015	10/28/2015	36 2	HIP2		\$0.00	\$0.00	(\$824.00)	\$0.00	\$0.00	\$0.00	\$0.00	\$87,596.78
10/12/2017	10/11/2017	46 2	TAX1		\$0.00	\$0.00	\$754.15	\$0.00	\$0.00	\$0.00	\$0.00	\$87,596.78
02/01/2018	02/01/2018	30 2	HIP2		\$0.00	\$0.00	(\$372.00)	\$0.00	\$0.00	\$0.00	\$0.00	\$87,596.78
02/01/2018	02/01/2018	30 2	TAX1		\$0.00	\$0.00	(\$1,277.55)	\$0.00	\$0.00	\$0.00	\$0.00	\$87,596.78
02/01/2018	02/01/2018	30 C	BOLD		(\$58,043.18)	(\$87,596.78)	(\$80.00)	\$0.00	\$0.00	\$0.00	\$147,368.52	\$0.00

BK SHAW Interest Rate History

Effective Date	Interest Rate
06/08/2010	07.59000%
01/01/2013	07.59000%



To be completed by Wells Fargo:

- ☒ Military Status Affidavit review completed
- ☒ Wells Fargo approved the Judgment Figures provided below

Figures Provided:

The amount due the Plaintiff on said Note through 2/26/2018 is \$147,824.90 which breaks down as follows:

Principal	\$87,596.78
Interest	
From 1/31/2018 to 2/26/2018 @ 7.59%	\$455.38
Prior Interest through 01/30/2018 @ Variable Rate	\$58,043.19
Pre-acceleration Late Charges	\$80.00
Hazard Insurance Disbursements	\$372.00
Tax Disbursements	\$1,277.55
Property Inspections/Preservation	\$0.00
PMIMIP Insurance	\$0.00
Other (specify charges/fees)	\$0.00
Escrow Balance Credit	\$0.00
Credits to Borrower	\$0.00
Total	\$147,824.90

Per diem interest in the amount of \$18.22 will accrue on the principal from 2/26/2018 and thereafter in accordance with the Note.

Reviewer/Signer Name: Minnisgelet Allen

Date Completed: 3/6/2018

105-NTL-V4



PAY4 1977 AS-OF 02/26/18 PAYOFF CALCULATION TOTALS 02/28/18 11:44:27
NAME AJ SANDERSJ CONTACT NAME ALBERT JERRY SANDERS JR

		----- RATE CHANGES -----		
		INT FROM	RATE	AMOUNT
PRINCIPAL BALANCE	87,596.78			
INTEREST 02/26/18	58,498.57	01/31/18	7.59000	455.38
PRO RATA MIP/PMI	.00	02/26/18		
ESCROW ADVANCE	.00			
ESCROW BALANCE	.00			
SUSPENSE BALANCE	.00			
HUD BALANCE	.00			
REPLACEMENT RESERVE	.00			
RESTRICTED ESCROW	.00			
TOTAL-FEES	.00			
ACCUM LATE CHARGES	80.00			
ACCUM NSF CHARGES	.00			
OTHER FEES DUE	.00			
PENALTY INTEREST	.00			
FLAT/OTHER PENALTY FEE	.00			
CR LIFE/ORIG FEE RBATE	.00			
RECOVERABLE BALANCE	1,649.55			
		TOTAL INTEREST		58,498.57
		TOTAL TO PAYOFF		147,824.90

INT DUE OF 58043.19 INCLUDED IN INT CALC

Date: 03-01-2018 Time: 11:44:37.99

2/27/2018

Mortgage Co. Loan number: [REDACTED] 1977

Due Date 7/13/2009

Judgment Date 2/26/2018

Please use these figures for judgment through 2/26/2018

Principal Balance	\$87,596.78
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Interest from 1/31/2018 to 2/26/2018	\$58,498.57
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Per Diem Rate: 7.59% Amount: \$18.22

*** Warning Message: Judgment Late Charge Research Needed***

Late charges assessed through 8/12/2009

Allowable Late Charges		\$0.00
	Per Month	\$0.00
Suspense Balance		\$0.00
Escrow Balance		\$0.00
Escrow Advance		\$0.00
	Tax Advances	\$0.00
	Hazard Insurance Advances	\$0.00
	MIP/PMI Advances	\$0.00
	Payment Shortages	\$0.00
Corporate Advance		\$1,649.55
	Property Inspections Fees	\$0.00
	BPO/Appraisals	\$0.00
	Property Preservation Adv(s)	\$0.00
	Water and Sewer Fees	\$0.00
	Condo Association Fees	\$0.00
	Electric and Gas	\$0.00
	Insurance	\$372.00
	Principal	\$0.00
	Bankruptcy Atty Fees	\$0.00
	Bankruptcy Costs	\$0.00
	Foreclosure Atty Fees and Costs	\$0.00
	PMI MIP	\$0.00
	Trip Charge Fees	\$0.00
	Photo Fees	\$0.00
	Corp. Adv. for unpaid Haz/Tax	\$0.00
	Corporate Advance Credit Balance at Time of Referral	\$0.00
	Corporate Advance Credit Balance Current FC Action	\$0.00
	Taxes	\$1,277.55
203K Disbursement		\$0.00
Other Fees		\$0.00
	Other Returned Items	\$0.00
	Other Inspection Fees	\$0.00
	Deferred Interest	\$0.00
Total Debt as of Judgment Date		\$147,744.90

Sincerely,
Pre-Foreclosure Specialist

INTEREST BREAKDOWN

Interest From	Rate	Amount
1/31/2018	7.59%	\$455.38
2/25/2018		

ESCROW ADVANCE BREAKDOWN

DATE	AMOUNT	DESCRIPTION
TOTAL ESCROW ADVANCE \$0.00		

UNIDENTIFIED ESCROW ADVANCE ITEMS

DATE	AMOUNT	DESCRIPTION
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CORPORATE ADVANCE BREAKDOWN

DATE	AMOUNT	PAYEE	ACCOUNT	REASON CODE	DESCRIPTION
2/5/2018	\$1,277.55		01R01	TXHE	HEQ TAX ADVANCES
2/5/2018	\$372.00		01R01	LPHE	LPI HAZ ASSURANT
TOTAL CORPORATE \$1,649.55					

UNIDENTIFIED CORPORATE ADVANCE ITEMS

DATE	AMOUNT	PAYEE	ACCOUNT	REASON CODE	DESCRIPTION
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LATE CHARGE BREAKDOWN

Description	Date Assessed	Amount	Date Paid	Amount	Date Waived	Amount
TOTAL LATE CHARGES \$0.00						

COUNTY OF LEXINGTON, SOUTH CAROLINA

Current Tax Year				Previous Tax Year			
Classification	Acres/Lots	Taxable Value	X Ratio	= Assessment	Acres/Lots	Taxable Value	X Ratio
Owner Occupied	1	106,470	.04	4,260	1	106,470	.04
Other Property		0		0		0	
Market Value Ag.		0		0		0	
Use Value Ag.		0		0		0	

Owner Name: SANDERS, ALBERT
 Mailing Address: 131 E CHATEAU DR
 December 31, 2011 Owner: SANDERS, ALBERT
 Legal Description: LAKE PRINCETON LOT 4
 Legal Description Cont: LAKE PRINCETON LOT 4
 Property Location: 131 E CHATEAU DR

Bill Number: 2012-146795-102
 TMS Number: 007821-01-013
 Tax Year: 2012
 Tax District: School District Two
 Property Type: Real Estate
 Legal Residence: Yes

Current Tax Year						Previous Tax Year					
2012 Assessment: 4,260		Homestead Assessment: 0		Tax Relief: 0		2011 Assessment: 4,260, H/S: 0		Tax Relief: 0			
Taxing Agency	2012 Millage	2012 Taxes	Homestead Exempt	Tax Credits	Net Taxes	2011 Millage	2011 Taxes	Homestead Exempt	Tax Credits	Net Taxes	
SCHOOL											
School 2 Operations	146.460	623.82	0.00	0.00	623.82	146.460	623.82	0.00	0.00	623.82	
School Tax Credit	0.000	0.00	0.00	-623.82	-623.82	0.000	0.00	0.00	-623.82	-623.82	
School 2 Bonds	29.750	126.74	0.00	-126.74	0.00	29.750	126.74	0.00	-126.74	0.00	
Subtotal School	176.210	750.56	0.00	-750.56	0.00	176.210	750.56	0.00	-750.56	0.00	
Percent Of Total Bill	41.00%				0.00%	41.00%				0.00%	
COUNTY											
County Ordinary	23.470	99.88	0.00	-17.85	82.03	23.470	99.88	0.00	-17.85	82.03	
Law Enforcement	31.761	135.30	0.00	-24.15	111.15	31.761	135.30	0.00	-24.15	111.15	
Fire Service Operation	16.491	70.28	0.00	-12.54	57.71	16.491	70.28	0.00	-12.54	57.71	
Indigent Care	0.887	3.78	0.00	-0.68	3.10	0.887	3.78	0.00	-0.68	3.10	
Library Operations	6.211	26.46	0.00	-4.72	21.74	6.211	26.46	0.00	-4.72	21.74	
Solid Waste	7.939	33.82	0.00	-6.04	27.78	7.939	33.82	0.00	-6.04	27.78	
County Notes & Bonds	2.800	11.83	0.00	-2.13	9.70	2.800	11.83	0.00	-2.13	9.70	
Fire Service Bonds	0.000	0.00	0.00	0.00	0.00	0.000	0.00	0.00	0.00	0.00	
Library Bonds	0.700	2.92	0.00	-0.53	2.39	0.700	2.92	0.00	-0.53	2.39	
Subtotal County	90.259	384.50	0.00	-68.64	315.86	90.259	384.50	0.00	-68.64	315.86	
Percent Of Total Bill	31.25%				315.86%	31.25%				315.86%	
AGENCY											
Rec & Aging Comm Ope	12.315	52.46	0.00	-9.36	43.10	12.315	52.46	0.00	-9.36	43.10	
Rec & Aging Comm Bonds	3.420	14.37	0.00	-2.60	11.77	3.420	14.37	0.00	-2.60	11.77	
Midland Tech Operation	2.970	12.65	0.00	-2.16	10.49	2.970	12.65	0.00	-2.16	10.49	
Midland Tech Capital	1.404	5.98	0.00	-1.07	4.91	1.404	5.98	0.00	-1.07	4.91	
Riverbank Park Bonds	0.700	2.92	0.00	-0.53	2.39	0.700	2.92	0.00	-0.53	2.39	
Riverbank Park Oper.	1.093	4.66	0.00	-0.83	3.83	1.093	4.66	0.00	-0.83	3.83	
Mental Health	0.500	2.13	0.00	-0.38	1.75	0.500	2.13	0.00	-0.38	1.75	
Subtotal Agency	22.402	95.13	0.00	-17.03	78.10	22.402	95.13	0.00	-17.03	78.10	
Percent Of Total Bill	7.75%				78.10%	7.75%				78.10%	
BILLING TOTALS	289.871	1,230.59	0.00	-436.33	394.26	289.871	1,230.59	0.00	-436.33	394.26	

A mortgage company did not request your property tax information. If your property taxes are paid through escrow, you are responsible for providing them with this information.

You may qualify for the Homestead Exemption if you meet any one of the following requirements: Over age 65 (for 2015 applicant must have been born in 1949 or before), certified as 100% disabled or certified as legally blind prior to Jan 1, 2015. Property must be the full time legal residence of applicant and applicant must have been a SC resident for one full calendar year. For more information, visit us at www.lex-co.sc.gov/auditor or contact the Lexington County Auditor's Office at (803) 785-8181.

Visa, MasterCard, Discover, and American Express accepted in the office and online at www.lex-co.sc.gov. Electronic checks accepted online only. Credit card payments cannot be made by mail or phone.

↓ Detach Here

Rev: 1 12/10/2012
 Printed: 01/20/2016

COUNTY OF LEXINGTON, SOUTH CAROLINA

OFFICIAL RECEIPT UPON VALIDATION

Bill Number 2012-146795-102

TMS #: 007821-01-013
 Type: Real Estate
 Tax Year: 2012
 District: School District Two
 Description: LAKE PRINCETON LOT 4
 Description Cont: LAKE PRINCETON LOT 4
 Land: 800
 Improvement: 3,460
 Total Assessment: 4,260
 L/R: Yes H/S: No

Pay This Amount

Due Date for Payment: 01/15/2013	394.26
3% Penalty from 01/16/2013 thru 02/01/2013	406.09
10% Penalty from 02/02/2013 thru 03/15/2013	433.69
15% Penalty & Cost from 03/16/2013 thru 04/30/2013	468.40
Additional Execution Cost After 04/30/2013	488.40
Additional Execution Cost After 07/31/2013	523.40

Return this portion with payment and make checks payable to: County of Lexington

SANDERS, ALBERT
 131 E CHATEAU DR
 WEST COLUMBIA SC 29170

PAID

Paid on: 10/30/2013
 Amount Paid: 523.40

1214679510200000394261301150000040609130201000004336913031800000468400



**WELLS FARGO
MORTGAGE**

One Home Center
One Metairie, LA 70002-0001

W. J. - WRENS DELTA Tax Processor/Mortgage Auditor

PAY TO Lending Company Tax Collector
213 S. Lake St.
Laurington, SC 29073
803-764-4317
PASS 00721-01-211

Five Hundred Twenty Three and 40/100 Dollars

WELLS FARGO BANK, N.A.
One Metairie, LA 70002
WELLS FARGO
FARM-384-073

CHECK NO.
0001839879

DATE
6/25/2013

AMOUNT
\$523.40

Robert R. Bell
AUTO DEPOSITING

FOR DEPOSIT ONLY
X
FOR DEPOSIT ONLY
JAMES R. ECKSTROM LSC CRT
201 5198813 2011/07/18/2013
10/26/13
06/25/13
523.40
2513514

COUNTY OF LEXINGTON, SOUTH CAROLINA

Current Tax Year					Previous Tax Year				
Classification	Acres/Lots	Taxable Value	X Ratio	= Assessment	Acres/Lots	Taxable Value	X Ratio	= Assessment	
Owner Occupied	1	98,533	.04	3,940	1	98,500	.04	3,940	
Other Property		0		0		0		0	
Market Value Ag.		0		0		0		0	
Use Value Ag.		0		0		0		0	

Owner Name: SANDERS, ALBERT
 Mailing Address: 131 E CHATEAU DR
 December 31, 2015 Owner: SANDERS, ALBERT
 Legal Description: LAKE PRINCETON LOT 3-B & 4
 Legal Description Cont: LAKE PRINCETON LOT 3-B & 4
 Property Location: 131 E CHATEAU DR

Bill Number: 2016-156445-105
 TMS Number: 007821-01-013
 Tax Year: 2016
 Tax District: School District Two
 Property Type: Real Estate
 Legal Residence: Yes

Current Tax Year						Previous Tax Year					
2016 Assessment: 3,940		Homestead Assessment: 0		Tax Relief: 0		2015 Assessment: 3,940 H/S: 0		Tax Relief: 0			
Taxing Agency	2016 Millage	2016 Taxes	Homestead Exempt	Tax Credits	Net Taxes	2015 Millage	2015 Taxes	Homestead Exempt	Tax Credits	Net Taxes	
SCHOOL											
School 2 Operations	145.460	577.05	0.00	0.00	577.05	145.460	577.05	0.00	0.00	577.05	
School Tax Credit	0.000	0.00	0.00	-577.05	-577.05	0.000	0.00	0.00	-577.05	-577.05	
School 2 Bonds	79.500	313.23	0.00	-207.90	105.33	79.500	313.23	0.00	-193.45	119.78	
Subtotal School	225.960	890.28	0.00	-784.95	105.33	225.960	890.28	0.00	-770.50	119.78	
Percent of Total Bill	65.76%				18.52%	65.76%				28.44%	
COUNTY											
County Ordinary	25.218	99.36	0.00	0.00	99.36	25.218	99.36	0.00	0.00	99.36	
Law Enforcement	33.040	130.18	0.00	0.00	130.18	33.040	130.18	0.00	0.00	130.18	
Fire Service Operation	17.675	69.44	0.00	0.00	69.44	17.675	69.44	0.00	0.00	69.44	
Indigent Care	6.083	24.00	0.00	0.00	24.00	6.083	24.00	0.00	0.00	24.00	
Library Operations	6.180	24.35	0.00	0.00	24.35	6.180	24.35	0.00	0.00	24.35	
Solid Waste	7.877	31.04	0.00	0.00	31.04	7.877	31.04	0.00	0.00	31.04	
County Parks & Bonds	4.100	16.15	0.00	0.00	16.15	4.100	16.15	0.00	0.00	16.15	
Fire Service Bonds	0.000	0.00	0.00	0.00	0.00	0.000	0.00	0.00	0.00	0.00	
Library Bonds	0.000	0.00	0.00	0.00	0.00	0.000	0.00	0.00	0.00	0.00	
Subtotal County	94.873	374.20	0.00	0.00	374.20	94.873	374.20	0.00	0.00	374.20	
Percent of Total Bill	27.44%				65.78%	27.44%				64.12%	
AGENCY											
Reg & Aging Comm Ops	12.202	48.08	0.00	0.00	48.08	12.202	48.08	0.00	0.00	48.08	
Reg & Aging Comm Bonds	4.020	15.84	0.00	0.00	15.84	4.020	15.84	0.00	0.00	15.84	
Midland Tech Operation	2.954	11.63	0.00	0.00	11.63	2.954	11.63	0.00	0.00	11.63	
Midland Tech Capital	1.397	5.50	0.00	0.00	5.50	1.397	5.50	0.00	0.00	5.50	
Riverbank Park Bonds	1.000	3.94	0.00	0.00	3.94	1.000	3.94	0.00	0.00	3.94	
Riverbank Park Oper.	1.000	3.94	0.00	0.00	3.94	1.000	3.94	0.00	0.00	3.94	
Mental Health	0.000	0.00	0.00	0.00	0.00	0.000	0.00	0.00	0.00	0.00	
Subtotal Agency	22.653	89.30	0.00	0.00	89.30	22.653	89.30	0.00	0.00	89.30	
Percent of Total Bill	6.40%				18.70%	6.40%				15.24%	
BILLING TOTALS	343.596	1,393.78	0.00	-784.95	608.83	343.596	1,393.78	0.00	-770.50	623.28	

A mortgage company did not request your property tax information. If your property taxes are paid through escrow, you are responsible for providing them with this information.

You may qualify for the Homestead Exemption if you meet any one of the following requirements: Over age 65, certified as 100% disabled or certified as legally blind. Property must be the full time legal residence of applicant and applicant must have been a SC resident for one full calendar year. For more information, visit us at www.lex-co.sc.gov/auditor or contact the Lexington County Auditors Office at (803) 785-8181.

Credit card payments are accepted at the counter and online at www.lex-co.sc.gov. Electronic checks accepted online only. Convenience fees apply to all tax payments made with a credit card or electronic check.

↓ Detach Here

Rev: 0 09/25/2016
 Printed: 03/09/2018

COUNTY OF LEXINGTON, SOUTH CAROLINA

OFFICIAL RECEIPT UPON VALIDATION

↓ Detach Here

Bill Number: 2016-156445-105

TMS #: 007821-01-013

Type: Real Estate

Tax Year: 2016

District: School District Two

Description: LAKE PRINCETON LOT 3-B & 4

Description Cont:

Land: 720

Improvement: 3,220

Total Assessment: 3,940

L/R: Yes H/S: No

Pay This Amount

Due Date for Payment: 01/17/2017	568.83
2% Penalty from 01/18/2017 thru 02/01/2017	585.89
10% Penalty from 02/02/2017 thru 03/16/2017	625.71
15% Penalty & Cost from 03/17/2017 thru 04/30/2017	684.15
Additional Execution Cost After 04/30/2017	704.15
Additional Execution Cost After 07/31/2017	754.15

SANDERS, ALBERT
 131 E CHATEAU DR
 WEST COLUMBIA SC 29170

Return this portion with payment and make checks payable to: County of Lexington

PAID Paid on: 10/17/2017
 Amount Paid: 754.15

1615644510500000568831701170000058589170201000006257117031600000684159

WARNING: THE RELEASE OF THIS DOCUMENT HAS A CORRUPTED BACKGROUND WITH A VOID SIGNATURE

17-
910

CASHIER'S CHECK

0003498977

PAY TO THE ORDER OF

LEXINGTON COUNTY
007821-01-013

October 12, 2017

\$754.15

Seven Hundred Fifty Four and 15/100 Dollars

VOID IF OVER US \$754.15

WELLS FARGO BANK, N.A.
Wells Fargo Home Mortgage
P.O. Box 10335
Des Moines, IA 50306-0335

1-866-234-8271

Deborah J. [Signature]
AUTHORIZED SIGNATURE

⑈0003498977⑈ ⑆091000019⑆ 5121123920⑈

THIS ORIGINAL DOCUMENT HAS A REFLECTIVE BACKGROUND WITH A VOID SIGNATURE. IF YOU WANT TO BE SURE TO VIEW WHEN CHECKING THE ENDORSEMENT.

DOORNE CHECK HERE
X
PAY TO THE ORDER OF
WELLS FARGO BANK, N.A.
FOR DEPOSIT ONLY
TAKING INTO ACCOUNT
RIP 5121123920
18/17/17 20161544515
CHECKS 754.15
754.15
DO NOT WRITE / SIGN / STAMP BEYOND THIS LINE
OPTIONAL BANK ENDORSEMENT

4265694

Wachovia Bank, N.A.
Retail Credit Collections
PA1327
123 South Broad St
Philadelphia, PA 19109

04/14/2009

Page 1 of 2

Payment Extension Agreement

Loan #

Secured by : 131 E Chateau Dr
W Columbia SC 29171

Borrower(s) SANDERS, ALBERT JERRY
Borrower(s) PO BOX 3198
W Columbia SC 29171

Return By 04/24/2009

This Extension Agreement (hereinafter referred to as "Agreement") is made this 14th day of April, 2009, by and between Wachovia Bank, National Association (the "Bank") and Albert Jerry Sanders, (the "Borrower").

Whereas, the Borrower is indebted to the Bank pursuant to a Loan with dated 01/23/2002, identified with account number [REDACTED] with a regular monthly payment on the 13th day of each month (the promissory note and security instrument, and any other related Loan Documents are herein referred to as the "Loan Documents").

Whereas, the Borrower acknowledges that this is a valid and enforceable Loan.

Whereas, the Borrower has requested and the Bank has agreed to extend payment(s) and extend the Loan under the following terms:

1. The payment due on 03/13/2009 in the amount of \$661.13 is hereby extended for 60 days with all remaining payments extended for a similar interval. This extension will cause a delay in the reduction of the principal. Interest will continue to accrue during the extended month(s) on your outstanding principal balance. Each payment thereafter will be applied first to unpaid interest until all interest is repaid, so it may be one or more months before reduction of principal will resume. This is an extension of only 2 payment(s) and not a forgiveness of debt, any unpaid interest or charges outstanding. Interest accruing during the extension period will be capitalized. In addition, if this is an adjustable-rate loan, the interest rate is subject to change in accordance with the terms stated in your Note. In the event the maturity date is also extended it may result in additional interest over the life of the loan. The next regular payment will be due 05/13/2009.
2. The finance charges will continue to accrue on the outstanding principal balance in accordance with the terms of the original Loan Documents.
3. If physical damage, credit life, credit disability or any optional other insurance policies have been obtained by you in connection with this account, Borrower understands that this extension of account past the original maturity date may or may not include extension of the insurance coverage.

554154 (Rev 00)

Extension Form - Collections
032008-64887-458081-338357



APR. 14. 2009 8:54AM

NO. 1380 P. 9/16

Wachovia Bank, N.A.
Retail Credit Collections
PA1327
123 South Broad St
Philadelphia, PA 19109

04/14/2009

Page 2 of 2

4. In consideration of the agreements contained herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Borrower hereby unconditionally and irrevocably releases and forever discharges Wachovia, its successors, assigns, directors, officers, attorneys, employees, and agents, of and from all demands, suits, covenants, damages and any and all other claims, demands and liabilities whatsoever of every name and nature, known or unknown, both at law and in equity, which you may now or hereafter have or claim to have against Wachovia with respect to the Loan or this Agreement.

Please note: This is an attempt to collect a debt and any information obtained will be used for that purpose. If you are eligible for protection under the Soldier's and Sailor's Civil Relief Act, please contact us immediately. 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.

In Witness Whereof, The parties hereto have signed this Agreement on the day and year written above.

Borrower

Date

Borrower

Date

Lender: Wachovia Bank, National Association

By

Title:

Bank Copy

584184 (Rev 00)

Extension Form - Collections
032009-84887-458001-336367

P.3

8036049913

Pamela Bagwell

Apr 14 09 07:40P

Rec. on App.149

STATE OF SOUTH CAROLINA
COUNTY OF LEXINGTON

Wells Fargo Bank, NA Ultimate
Successor to First Union National Bank,

Plaintiff,

v.

Albert J. Sanders Jr.; A J S Properties,
LLC; Branch Banking and Trust
Company ultimate successor to Southern
National Bank of South Carolina; First
Palmetto Savings Bank, FSB,

Defendants

SECOND JUDICIAL CIRCUIT IN THE COURT
OF COMMON PLEAS
C/A No.: 2011-CP-32-03945

AFFIDAVIT OF ATTORNEY'S FEES

PERSONALLY APPEARED BEFORE ME, the undersigned attorney for the Plaintiff, who
first being duly sworn, deposes and says as follows:

This case is an action to foreclose a mortgage on real property. I was retained by the
Plaintiff to conduct this foreclosure action pursuant to a contractual rate of compensation
providing for attorney's fees in the amount set forth below. After due consideration of the
nature, extent and difficulty of the legal services rendered, the time and labor necessarily
devoted to the case, the professional standing of counsel, the contingency of compensation,
the customary fee charged in the locality for similar services, and the beneficial result
obtained, I respectfully submit that an award of attorney's fees to the full extent set forth in
this Affidavit is appropriate. (See *Dedes v. Strickland*, 414 S.E.2d. 134). The reasonable and
necessary costs to pursue this action are as follows:



1. Title	\$ 200.00
2. Complaint	\$ 150.00
3. Service	\$ 560.00
4. Order of Reference	\$ 200.00
5. Motion Fees	\$ 25.00
6. Court Reporter	\$ 50.00
7. Attorney Fee**	\$ 10,145.00

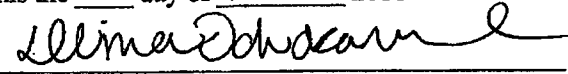
Plaintiff's attorney's fees are based on a flat fee of \$810.00 for uncontested matters. Plaintiff's attorney's fees are further based on 18 hours of attorney's fees in connection with the contested nature of this action at the rate of \$150.00 per hour, 20 hours of attorney's fees in connection with the contested nature of this action at the rate of \$175.00 per hour and 33 hours of hourly billing contested fees at the rate of \$95.00 per hour for a total of \$10,145.00. Counsel seeks leave to supplement this affidavit should further fees be incurred for the contested issues associates with this action.

FURTHER THE AFFIANT SAYETH NOT.


Chad W. Burgess SC Bar No.: 72520
Brock & Scott, PLLC
Attorney for the Plaintiff

SWORN TO BEFORE ME THIS DAY:

This the 13th day of March 2018


NOTARY PUBLIC OF SOUTH CAROLINA

My Commission Expires: 3/24/2020



STATE OF SOUTH CAROLINA
COUNTY OF LEXINGTON

Wells Fargo Bank, NA Ultimate
Successor to First Union National Bank,

Plaintiff,

v.

Albert J. Sanders Jr.; A J S Properties,
LLC; Branch Banking and Trust
Company ultimate successor to Southern
National Bank of South Carolina; First
Palmetto Savings Bank, FSB,

Defendants

SECOND JUDICIAL CIRCUIT IN THE COURT
OF COMMON PLEAS
C/A No.: 2011-CP-32-03945

AFFIDAVIT OF ATTORNEY'S FEES

PERSONALLY APPEARED BEFORE ME, the undersigned attorney for the Plaintiff, who
first being duly sworn, deposes and says as follows:

This case is an action to foreclose a mortgage on real property. I was retained by the Plaintiff to conduct this foreclosure action pursuant to a contractual rate of compensation providing for attorney's fees in the amount set forth below. After due consideration of the nature, extent and difficulty of the legal services rendered, the time and labor necessarily devoted to the case, the professional standing of counsel, the contingency of compensation, the customary fee charged in the locality for similar services, and the beneficial result obtained, I respectfully submit that an award of attorney's fees to the full extent set forth in this Affidavit is appropriate. (See *Dedes v. Strickland*, 414 S.E.2d. 134). The reasonable and necessary costs to pursue this action are as follows:



1. Title	\$ 200.00
2. Complaint	\$ 150.00
3. Service	\$ 560.00
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7. Attorney Fee**	\$ 10,145.00

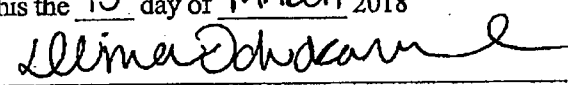
Plaintiff's attorney's fees are based on a flat fee of \$810.00 for uncontested matters. Plaintiff's attorney's fees are further based on 18 hours of attorney's fees in connection with the contested nature of this action at the rate of \$150.00 per hour, 20 hours of attorney's fees in connection with the contested nature of this action at the rate of \$175.00 per hour and 33 hours of hourly billing contested fees at the rate of \$95.00 per hour for a total of \$10,145.00. Counsel seeks leave to supplement this affidavit should further fees be incurred for the contested issues associates with this action.

FURTHER THE AFFIANT SAYETH NOT.


Chad W. Burgess SC Bar No.: 72520
Brock & Scott, PLLC
Attorney for the Plaintiff

SWORN TO BEFORE ME THIS DAY:

This the 13th day of MARCH 2018


NOTARY PUBLIC OF SOUTH CAROLINA

My Commission Expires: 3/24/2020



ORIGINAL

STATE OF SOUTH CAROLINA
COUNTY OF LEXINGTON

IN THE COURT OF COMMON PLEAS

C/A NO.: 2011-CP-32-3945

FILED

2013 AUG -8 P 12:15

SCANNED

Wells Fargo Bank, NA, Ultimate Successor to
First Union National Bank,

Plaintiff,

vs.

BETH A. CARRIGG
CLERK OF COURT
LEXINGTON, SC

**CERTIFICATE OF COMPLIANCE
WITH SOUTH CAROLINA
SUPREME COURT ORDER**

NO. 2011-05-02-01

(Non-owner occupied property)

Albert J. Sanders, Jr., a/k/a Albert J. Sanders, AJS
Properties, LLC, Branch Banking and Trust Co.,
of South Carolina, ultimate Successor to Southern
National Bank of South Carolina, and First
Palmetto Savings Bank, FSB,

Defendant(s).

The undersigned Plaintiff's attorney does hereby certify as follows:

- 1) That this is an action for the foreclosure of owner occupied real property.
- 2) That pursuant to Supreme Court Administrative Order 2011-05-02-01:
 - a) The Mortgagor has been served with the required notice of rights.
 - b) The Mortgagor returned the Foreclosure Intervention Response Form within the required 30 days but has failed, refused, or voluntarily elected not to return the required documents needed for loss mitigation review.



Chad W. Burgess, SC Bar #72520
Brock & Scott, PLLC
3800 Fernandina Road, Suite 110
Columbia, SC 29210
Phone 803-454-3540 Fax 803-454-3541
Attorney for Plaintiff

Dated: 8/6/2013
Columbia, South Carolina

STATE OF SOUTH CAROLINA
COUNTY OF LEXINGTON

IN THE COURT OF COMMON PLEAS
CASE NO.: 2011-CP-32-03945

Wells Fargo Bank, NA Ultimate Successor
To First Union Bank,

Plaintiff,

ORIGINAL

vs.

**AFFIDAVIT OF VERIFIED
STATEMENT OF ACCOUNT**

Albert J. Sanders, Jr. a/k/a Albert J. Sanders;
A J S Properties, LLC; Branch Banking and
Trust Company ultimate successor to Southern
National Bank of South Carolina; and, First
Palmetto Savings Bank, FSB,

PERSONALLY APPEARED, who being duly sworn, deposes and says

1. My name is **Adriana R. Caballes** and I am authorized to execute this affidavit on behalf of Wells Fargo Bank, N.A., (hereinafter "Wells Fargo").
2. In the regular performance of my job functions, I am familiar with business records maintained by Wells Fargo for the purpose of servicing mortgage loans. These records (which include data compilations, electronically imaged documents, and others) are made at or near the time by, or from information provided or transmitted by, persons with knowledge of the activity and transactions reflected in such records, and are kept in the course of business activity conducted regularly by Wells Fargo. It is the regular practice of Wells Fargo's mortgage servicing business to make these records. In connection with making this affidavit, I have acquired knowledge of the matters stated herein by examining these business records.
3. **Wells Fargo Bank, N.A.**, directly or through an agent, has possession of the Promissory Note. **Wells Fargo Bank, N.A.** is either the original payee of the Promissory Note or the Promissory Note has been duly indorsed.
4. The borrower has defaulted under the terms of the Promissory Note and Mortgage, the default has not been cured, making the entire balance due and owing in accordance with the terms of the loan. Plaintiff is owed the following sums of money:

The amount due the Plaintiff on said Note through **September 01, 2015** is **\$132,481.24** which breaks down as follows:

Principal	\$87,596.78
Interest	
From 05/07/2009 to 09/01/2015 @ 7.590%	\$41,959.06

Pre-acceleration Late Charges	\$80.00
Hazard Insurance Disbursements	\$2,322.00
Tax Disbursements	\$523.40
Property Inspections/Preservation	\$0.00
PMI/MIP Insurance	\$0.00
Other (specify charges/fees)	\$0.00
Escrow Balance Credit	\$0.00
Credits to Borrower	\$0.00
Total	\$132,481.24

Per diem interest in the amount of **\$18.21533** will accrue on the principal from **September 01, 2015** and thereafter in accordance with the Note

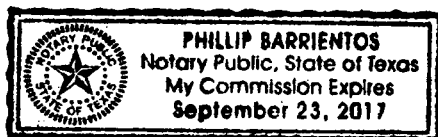
5. It is the regular practice of Wells Fargo on behalf of Plaintiff, to generate such account summary information from the electronic payment history it maintains for Plaintiff. This payment history summary accurately reflects, to the best of my knowledge, the debits and credits made on the loan's account.

FURTHER AFFIANT SAYETH NOT.

Adriana R. Caballes
 Name: Adriana R. Caballes
 Title: Vice President Loan Documentation
 Company: Wells Fargo Bank, N.A.
 Date: 09/02/2015

State of Texas)
 County of Bexar)

Sworn and subscribed to before me this 2nd day of September, 2015.



Phillip Barrientos
Phillip Barrientos
 Notary Public
 My Commission expires: 09-23-2017

CLERK OF COURT
 EXHIBITION, SC
 SEP 10 AM 11:21

THE STATE OF SOUTH CAROLINA
In the Court of Appeals

APPEAL FROM LEXINGTON COUNTY
Court of Common Pleas

Lisa Lee Smith, Special Referee for Lexington County

Case No. 2011-CP-32-03945

RECEIVED
JUN 21 2018
SC Court of Appeals

Albert J. Sanders Jr., AJS Properties, LLC,Appellants,
v.
Wells Fargo Bank, NA Ultimate Successor to First Union National
Bank,Respondents.

NOTICE OF APPEAL

The Appellants Albert J. Sanders Jr. and AJS Properties, LLC, appeal the Order of the Honorable Lisa Lee Smith, Special Referee for Lexington County, granting judgment to the Respondents dated May 8th, 2018 and filed May 15, 2018.

OSWALD & BURNSIDE, LLC

By: /s/ W. Wesley Johnson, Jr.
S.C. Bar No. 15946
1031 Center St.
West Columbia, SC 29169
803-796-7260
Attorney for the Appellants

June 13, 2018

Other Counsel of Record:

Suzanne E. Brown
Brock & Scott, PLLC
3800 Fernandina Rd., Ste. 110
Columbia, SC 29210
Attorney for Respondent First Union National Bank

Chad W. Burgess
Brock & Scott, PLLC
3800 Fernandina Rd., Ste. 110
Columbia, SC 29210
Attorney for Respondent Wells Fargo Bank NA

Alan M. Stewart
PO Box 8237
Columbia, SC 29202-8237
Attorney for Respondent Wells Fargo Bank NA

James W. Poag, Jr.
PO Box 6422
West Columbia, SC 29171
Attorney for Appellant Albert J. Sanders, Jr.

H. Thomas Morgan, Jr.
Dubose-Robinson, PC
PO Drawer 39
Camden, SC 29021-0039
Attorney for First Palmetto Savings Bank, FSB

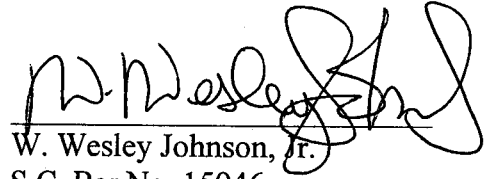
Benjamin E. Grimsley
PO Box 11682
Columbia, SC 29211
Attorney for Branch Banking and Trust Company

RECEIVED
JUN 21 2018
SC Court of Appeals

Certificate of Counsel

The undersigned hereby certifies that the Record on Appeal contains all material proposed to be included by any of the parties and not any other material.

December 28, 2018



W. Wesley Johnson, Jr.
S.C. Bar No. 15946
1031 Center Street
West Columbia, South Carolina. 29169
(803) 796-7260
attorneywwj@windstream.net
Attorney for Appellant

STATE OF SOUTH CAROLINA
COUNTY OF LEXINGTON
Wells Fargo Bank, NA Ultimate Successor to First Union
National Bank,

Plaintiff,

vs.

Albert J. Sanders, Jr. a/k/a Albert J. Sanders; A J S
Properties, LLC; Branch Banking and Trust Company
ultimate successor to Southern National Bank of South
Carolina; and, First Palmetto Savings Bank, FSB,
Defendant(s).

IN THE COURT OF COMMON PLEAS

C/A NO.: 2011-CP-32-03945

FILED

SEP -3 P 1:50

ORDER OF REFERENCE

(Action for Foreclosure)
J. A. CARRIGG
CLERK OF COURT
LEXINGTON SC

Upon motion of the undersigned attorney for Plaintiff, it appearing that this case is a foreclosure action; and it further appearing, pursuant to Rule 53(b) South Carolina Rules of Civil Procedure, that this is a proper matter to refer to The Honorable Lisa Lee Smith as Special Referee for Lexington County.

Now therefore, IT IS ORDERED that the above entitled cause be, and the same is hereby, referred to The Honorable Lisa Lee Smith as Special Referee for Lexington County for a final foreclosure hearing to be held, wherein the Special Referee will make appropriate findings of fact and conclusions of law with authority to dispose of any and all issues and enter a final judgment in the cause, without further order of court, to order a judicial sale on any day, not just a regular judicial sales day and to hear any issues and make any orders after sale or judgment, including but not limited to, issues involving surplus funds pursuant to Rule 71(c) SCRCF, Petitions or Motions relating to Writ of Assistance or any other actions as to possession, and/or removal of property, and issues pursuant to appraisal proceedings under S.C. Code Ann. Section 29-3-680, et seq. (1976 SC Code of Laws, as amended).

Any appeal from the final judgment in this cause shall be to the South Carolina Court of Appeals.

Lexington South Carolina
Date: 8/31/11


Clerk of Court

WE SO MOVE:


Chad W. Burgess, SCB# 72520
Brock & Scott, PLLC
3800 Fernandina Road, Suite 110
Columbia, SC 29210
Phone 803-454-3540 Fax 803-454-3541
Attorneys for Plaintiff

B&S No.: 11-06729



STATE OF SOUTH CAROLINA
COUNTY OF LEXINGTON
Wells Fargo Bank, NA Ultimate Successor to First Union
National Bank,

Plaintiff,

vs.

Albert J. Sanders, Jr. a/k/a Albert J. Sanders; A J S
Properties, LLC; Branch Banking and Trust Company
ultimate successor to Southern National Bank of South
Carolina; and, First Palmetto Savings Bank, FSB,
Defendant(s).

IN THE COURT OF COMMON PLEAS
C/A NO.: 2011-CP-32-03945

FILED

2015 AUG 26 P 1:52

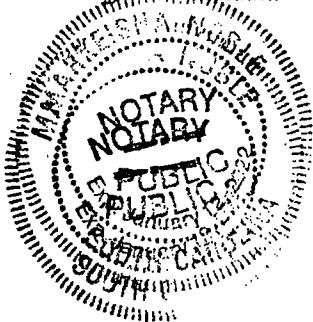
AFFIDAVIT OF DEFAULT

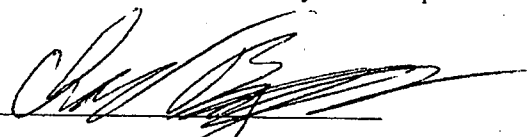
BETH A. CARRIGG
CLERK OF COURT
LEXINGTON SC

PERSONALLY APPEARED before me, the undersigned, who being duly sworn, deposes and says that he is one of the attorneys for the Plaintiff in the above-entitled action, and the Defendant(s) above named were duly served with the Summons and Complaint in this action.

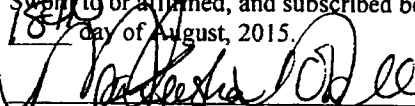
That more than thirty (30) days have elapsed since the service of the Summons and Complaint and no Answer, Demurrer or Notice of Appearance has been received by or served upon the Plaintiff or its attorneys by or on behalf of the Defendant(s) Branch Banking and Trust Company ultimate successor to Southern National Bank of South Carolina; A J S Properties, LLC; and that these Defendant(s) are now in default.

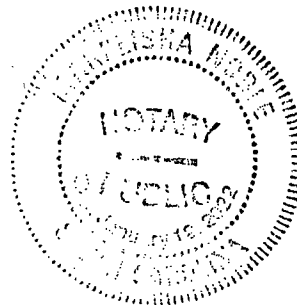
Defendant(s) Albert J. Sanders, Jr.; First Palmetto Savings Bank, FSB timely filed a responsive Answer and is not now being held in default.




Chad W. Burgess, SCB# 72520
Brock & Scott, PLLC
3800 Fernandina Road, Suite 110
Columbia, SC 29210
Phone 803-454-3540 Fax 803-454-3541
Attorneys for Plaintiff
Date: 8/18/15

Sworn to or affirmed, and subscribed before me this the
18th day of August, 2015.


Notary Public for South Carolina
Commission Expires: 11/2/2022



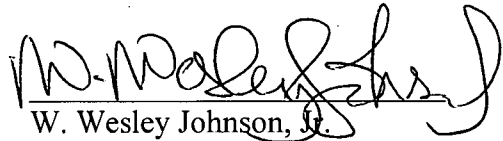
B&S No.: 11-06729 FC01



Supplemental Certificate of Counsel

The undersigned hereby certifies that the Record on Appeal contains all material proposed to be included by any of the parties and not any other material.

January 14, 2019



W. Wesley Johnson, Jr.

S.C. Bar No. 15946

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Attorney for Appellant

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