

THE STATE OF SOUTH CAROLINA
In the Court of Appeals

APPEAL FROM DORCHESTER COUNTY
Court of Common Pleas

Diane S. Goodstein, Circuit Court Judge

Appellate Case No. 2015-001543

The Bank of New York Mellon Trust Company, N.A.,
not in its individual capacity but solely as trustee on behalf of the
FDIC 2013-N1 Asset Trust,

v.

Cornell Riley,

Respondent,

Appellant.

SUPPLEMENTAL RECORD ON APPEAL

RECEIVED

JUN 30 2016

SC Court of Appeals

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FINKEL LAW FIRM LLC


Magalie A. Creech (S.C. Bar 78855)
Post Office Box 41489
Charleston, South Carolina 29423
Telephone: (843) 577-5460
Facsimile: (866) 800-7954
mcreech@finkellaw.com
Attorneys for Respondent

June 10, 2016

CC:
Cornell Riley
100 Madison Ave.
Ladson, South Carolina 29456

FORM 4

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

JUDGMENT IN A CIVIL CASE

CASE NO. 2014 CP-18-01007

The Bank of New York Mellon Trust Company, N.A.

Cornell Riley

CERTIFIED COPY
2015 MAY 13 AM 11:55

PLAINTIFF(S)

DEFENDANT(S)

Submitted by:

CLERK OF COURT
NORCHESTER COUNTY

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

DISPOSITION TYPE (CHECK ONE)

- ☐ JURY VERDICT. This action came before the court for a trial by jury. The issues have been tried and a verdict rendered.
- ☐ DECISION BY THE COURT. This action came to trial or hearing before the court. The issues have been tried or heard and a decision rendered. ☐ See Page 2 for additional information.
- ☐ ACTION DISMISSED (CHECK REASON): ☐ Rule 12(b), 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
- ☐ 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 (format order to follow) ☒ Statement of Judgment by the Court: Plaintiff's Motion for Summary Judgment is granted. There is no material fact regarding defendant's breach of contract causes of action.

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)
		\$
		\$
		\$

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

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

Circuit Court Judge

2112
Judge Code

Date

For Clerk of Court Office Use Only

This judgment was entered on 5/13/2015, and a copy mailed first class or placed in the appropriate attorney's box on 5/13/2015, to attorneys of record or to parties (when appearing pro se) as follows:

Magnolia Amelia Avenue PO Box 41489 Charleston, SC
29423

ATTORNEY(S) FOR THE PLAINTIFF(S)

Cornell Riley 100 Madison Ave Landon, SC 29456

ATTORNEY(S) FOR THE DEFENDANT(S)

Cheryl Graham

Court Reporter: Ruth Mott

Cheryl Graham - Clerk of Court

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

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

STATE OF SOUTH CAROLINA

COUNTY OF DORCHESTER

The Bank of New York Mellon Trust Company,
N.A., not in its individual capacity but solely as
trustee on behalf of the FDIC 2013-N1 Asset Trust,

PLAINTIFF,

vs.

Cornell Riley,

DEFENDANT.

IN THE COURT OF COMMON PLEAS

CASE NO.: 2014-CP-18-1007

AFFIDAVIT IN SUPPORT OF MOTION
FOR SUMMARY JUDGMENT

FILED MAR 27 PM 12:30
CLERK OF COURT
DORCHESTER COUNTY

John R. Mauber, being duly sworn, deposes and says:

1. I am of the age of majority and am competent to testify with respect to the following matters.
2. I am employed by Seneca Mortgage Servicing, LLC, authorized servicer for The Bank of New York Mellon Trust Company, N.A., not in its individual capacity but solely as trustee on behalf of the FDIC 2013-N1 Asset Trust ("Plaintiff"), and am authorized to make this affidavit on its behalf.
3. I submit this Affidavit in Support of Plaintiff's Motion for Summary Judgment against the Defendant:
4. I am familiar with the loan transaction at issue in this matter, and make my declaration based on my review and understanding of records that Seneca Mortgage Servicing, LLC maintains in the ordinary course of business. These records are kept in the course of Seneca Mortgage Servicing, LLC's regularly conducted loan administration, and it is the regular practice of Seneca Mortgage Servicing, LLC to keep these records. It is Seneca Mortgage Servicing, LLC's regular practice to make these records at or near the time of the occurrence of the events reflected in the records. I have personally reviewed the documents, records, and other data relied on to make the statements in this Affidavit.
5. On July 31, 2009, Cornell Riley ("Defendant"), by his Attorney-in-Fact Twilla Cobb, executed a promissory note ("Note") in favor of Taylor, Bean & Whitaker Mortgage Corp., in the original principal amount of \$170,590.00.

6. Defendant was obligated to repay the principal amount borrowed, plus interest at the rate of 5.25% *per annum*, by making monthly payments. A true and correct copy of the Note is annexed hereto as Exhibit A.

7. The Note was secured by a mortgage ("Mortgage") given by the Defendant, through his Attorney-in-Fact Tyvilla Cobb, simultaneously with the execution of the Note. The property encumbered by the Mortgage is located in Ladson, Dorchester County, South Carolina and as is more particularly described in the Mortgage and the Lis Pendens filed by Plaintiff. It has the TMS#: 162-01-10-001 and property address of: 100 Madison Ave, Ladson, SC.

8. The Mortgage was recorded in the Office of the Register of Deeds for Dorchester County in Book 7185 at Page 49 on August 6, 2009. A true and correct copy of the Mortgage is annexed hereto as Exhibit B.

9. By virtue of an Assignment of Mortgage recorded in the Office of the Register of Deeds for Dorchester County in Book 8022 at Page 75 on September 27, 2011, Mortgage Electronic Registration Systems, Inc., as nominee for Taylor, Bean & Whitaker Mortgage Corp. assigned the mortgage to FDIC as receiver from Colonial Bank.

10. Thereafter, FDIC as Receiver from Colonial Bank assigned the Mortgage to The Bank of New York Mellon Trust Company, N.A, not in its individual capacity but solely as trustee on behalf of the FDIC 2013-N1 Asset Trust ("Plaintiff") by virtue of an Assignment of Mortgage recorded in the Office of the Register of Deeds for Dorchester County in Book 9324 at Page 138 on June 20, 2014. True and correct copies of the Assignments of Mortgage are annexed hereto as Exhibit C.

11. By subsequent agreement, the parties modified the terms of the original loan which, inter alia, increased the principal balance due and lowered the interest rate to 4.75% *per annum*. A true and correct copy of the Loan Modification Agreement is attached hereto as Exhibit D.

12. Defendant defaulted on his obligations due and owing under the Note and Mortgage and was considered in default as of June 1, 2013. A true and correct copy of the payment history for the subject loan is annexed hereto as Exhibit E.

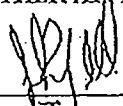
13. Plaintiff sent Defendant all required notices of default. A true and correct copy of the default letters are annexed hereto as Exhibit F.

14. Plaintiff exercised its right to accelerate the balance due and owing under the terms of the Note and Mortgage by the filing of its Lis Pendens, Summons, Complaint, and Notice of Foreclosure Intervention in this matter on May 27, 2014.

15. Defendant attempted to reinstate the loan in May of 2014, however, the funds were returned to Defendant due to his failure to remit certified funds as required by the terms of the loan agreement. See Exh. B at ¶18.

16. Defendant dismissed its foreclosure action after Defendant subsequently tendered the appropriate amount of funds required to reinstate the loan in certified funds.

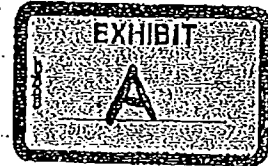
FURTHER AFFIANT SAYETH NOT.


Name: JOHN R. MALLABRE A.V.P.
Seneca Mortgage Servicing, LLC, authorized servicer for
The Bank of New York Mellon Trust Company, N.A, not
in its individual capacity but solely as trustee on behalf of
the FDIC 2013-N1 Asset Trust

Sworn to before me this
24th day of March, 2015


Notary for the State of New York
My Commission Expires: 3-7-18

CARMEN ARUVALI
Notary Public, State of New York
Qualified in Erie County
My Commission Expires March 7, 2018



NOTE

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

July 31, 2009
[Date]

LADSON
[City]
100 MADISON AVENUE
LADSON, SC 29466

[Property Address]

South Carolina
[State]

DEPARTMENT OF VETERANS AFFAIRS
COUNTY OF CLAY
FBI/DOJ

1. BORROWER'S PROMISE TO PAY

In return for a loan that I have received, I promise to pay U.S. \$170,590.00 (this amount is called "Principal"), plus interest, to the order of the Lender. The Lender is Taylor, Bonn & Whitaker Mortgage Corp.

I will make all payments under this Note in the form of cash, check or money order.

I understand that the Lender may transfer this Note. The Lender or anyone who takes this Note by transfer and who is entitled to receive payments under this Note is called the "Note Holder."

2. INTEREST

Interest will be charged on unpaid principal until the full amount of Principal has been paid. I will pay interest at a yearly rate of 6.2500%.

The interest rate required by this Section 2 is the rate I will pay both before and after any default described in Section 6(B) of this Note.

3. PAYMENTS

(A) Time and Place of Payments

I will pay principal and interest by making a payment every month.

I will make my monthly payment on the 1st day of each month beginning on September 01, 2009. I will make these payments every month until I have paid all of the principal and interest and any other charges described below that I may owe under this Note. Each monthly payment will be applied as of its scheduled due date and will be applied to interest before Principal. If, on August 01, 2009, I still owe amounts under this Note, I will pay those amounts in full on that date, which is called the "Maturity Date."

I will make my monthly payments at Taylor, Bonn & Whitaker Mortgage Corp., 1417 North Magnolia Ave., Ocala, FL 34476

or at a different place if required by the Note Holder.

(B) Amount of Monthly Payments

My monthly payment will be in the amount of U.S. \$842.00

MULTISTATE FIXED RATE NOTE—Single Family—UNIFORM INSTRUMENT

MULTISTATE
FBI/DOJ (01/01/01)



0232053399510

GreatDocs®
(Page 1 of 1)

T3416_20090318.100002-

4. BORROWER'S RIGHT TO PREPAY

I have the right to prepay at any time, without premium or fee, the entire debt evidenced by this Note, or any part thereof not less than the amount of one installment, or \$100.00, whichever is less. Any prepayment in full of the debt shall be credited on the date received, and no interest may be charged after that date. Any partial prepayment made on any day other than an installment due date need not be credited until the next following installment due date or 30 days after the date of the partial prepayment, whichever is earlier.

5. LOAN CHARGES

If a law, which applies to this loan and which sets maximum loan charges, is finally interpreted so that the interest or other loan charges collected or to be collected in connection with this loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from me which exceeded permitted limits will be refunded to me. The Note Holder may choose to make this refund by reducing the Principal I owe under this Note or by making a direct payment to me. If a refund reduces Principal, the reduction will be treated as a partial prepayment.

6. BORROWER'S FAILURE TO PAY AS REQUIRED

(A) Late Charge for Overdue Payments

If the Note Holder has not received the full amount of any monthly payment by the end of 15 calendar days after the date it is due, I will pay a late charge to the Note Holder. The amount of the charge will be 4.0000% of my overdue payment. I will pay this late charge promptly but only once on each late payment.

(B) Default

If I do not pay the full amount of each monthly payment on the date it is due, I will be in default.

(C) Notice of Default

If I am in default, the Note Holder may send me a written notice telling me that if I do not pay the overdue amount by a certain date, the Note Holder may require me to pay immediately the full amount of Principal which has not been paid and all the interest that I owe on that amount. That date must be at least 30 days after the date on which the notice is mailed to me or delivered by other means.

(D) No Waiver By Note Holder

Even if, at a time when I am in default, the Note Holder does not require me to pay immediately in full as described above, the Note Holder will still have the right to do so if I am in default at a later time.

(E) Payment of Note Holder's Costs and Expenses

If the Note Holder has required me to pay immediately in full as described above, the Note Holder will have the right to be paid back by me for all of its costs and expenses in enforcing this Note to the extent not prohibited by applicable law. Those expenses include, for example, reasonable attorneys' fees.

7. GIVING OF NOTICES

Unless applicable law requires a different method, any notice that must be given to me under this Note will be given by delivering it or by mailing it by first class mail to me at the Property Address above or at a different address if I give the Note Holder a notice of my different address.

Any notice that must be given to the Note Holder under this Note will be given by delivering it or by mailing it by first class mail to the Note Holder at the address stated in Section 3(A) above or at a different address if I am given a notice of that different address.

8. OBLIGATIONS OF PERSONS UNDER THIS NOTE

If more than one person signs this Note, each person is fully and personally obligated to keep all of the promises made in this Note, including the promise to pay the full amount owed. Any person who is a guarantor, surety or endorser of this Note is also obligated to do these things. Any person who takes over these obligations, including the obligations of a guarantor, surety or endorser of this Note, is also obligated to keep all of the promises made in this Note. The Note Holder may enforce its rights under this Note against each person individually or against all of us together. This means that any one of us may be required to pay all of the amounts owed under this Note.

9. WAIVERS

I and any other person who has obligations under this Note waive the rights of Presentment and Notice of Dishonor. "Presentment" means the right to require the Note Holder to demand payment of amounts due. "Notice of Dishonor" means the right to require the Note Holder to give notice to other persons that amounts due have not been paid.

10. ALLONGE, RIDER, ADDENDUM, ATTACHMENT OR OTHER MODIFICATION (HEREINAFTER REFERRED TO AS ALLONGE) TO THIS NOTE

If an allonge providing for payment adjustments, or for any other supplemental information, is executed by me together with this Note, the covenants of the allonge shall be incorporated into and shall amend and supplement the covenants of this Note as if the allonge were a part of this Note. [Check applicable box(es).]

☐ Graduated Payment Allonge ☐ Other(s) (specify):

11. UNIFORM SECURED NOTE

This Note is a uniform instrument with limited variations in some jurisdictions. In addition to the protections given to the Note Holder under this Note, a Mortgage, Deed of Trust, or Security Deed (the "Security Instrument"), dated the same date as this Note, protects the Note Holder from possible losses which might result if I do not keep the promises which I make in this Note. That Security Instrument describes how and under what conditions I may be required to make immediate payment in full of all amounts I owe under this Note. Some of those conditions are described as follows:

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

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is given in accordance with Section 14 within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

Borrower has executed and acknowledges receipt of pages 1 through 4 of this Note.

WITNESS THE HAND(S) AND SEAL(S) OF THE UNDERSIGNED.

by

Cornell Riley
his/her attorney in fact
Cornell Riley
by Twilla D. Cobb, AIF

(Seal)
Borrower

(Seal)
Donor

Without recourse, pay to the order of

(Seal)
Borrower

(Seal)
Borrower

By: Taylor, Bean & Whitaker
Mortgage Corp.

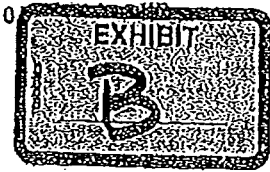
Erla Carter Shaw, E.V.P.
Erla Carter Shaw, E.V.P.

(Sign Original Only)

MULTISTATE FIXED RATE NOTE—Single Family—UNIFORM INSTRUMENT

MULTISTATE
ITEM 5116L4 (512109)

GrainDocs
Page 1 of 4



After Recording Return To:
WYCKOFF & DEMOTT, PC

1520 TROLLEY ROAD, STE. A

SUMMERVILLE

SC

29405

THIS INSTRUMENT
APPROVED, 2009
DISCOUNT COUNTY
REGISTERED 08/11/09

(Space Above This Line For Recording Data)

MORTGAGE

MUN: 100029500033995105

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

DEFINITIONS

Words used in multiple sections of this document are defined below and other words are defined in Sections 3, 10, 12, 19 and 20. Certain rules regarding the usage of words used in this document are also provided in Section 15.

(A) "Security Instrument" means this document, which is dated July 31, 2009, together with all Riders to this document.

(B) "Borrower" is Cornell Riley.

Borrower is the mortgagor under this Security Instrument.

(C) "MERS" is Mortgage Electronic Registration Systems, Inc. MERS is a separate corporation that is acting solely as a nominee for Lender and Lender's successors and assigns. MERS is the mortgagee under this Security Instrument. MERS is organized and existing under the laws of Delaware, and has an address and telephone number of P.O. Box 2026, Flint, MI 48501-2026, tel. (888) 679-MERS.

(D) "Lender" is Taylor, Bean & Whitaker Mortgage Corp. Lender is a Corporation organized and existing under the laws of FL. Lender's address is 1417 North Magnolia Ave, Ocala, FL 34475

1417 North Magnolia Ave, Ocala, FL 34475

SOUTH CAROLINA—Single Family—UNIFORM INSTRUMENT

REAL PROPERTY (2011)—MERS

(Page 1 of 11 pages)



0244233399510

Wyckoff & DeMott, P.C.
REAL ESTATE ATTORNEYS
1520 TROLLEY ROAD
SUMMERVILLE SC 29405

Teletype (404) 330-8111 Fax (404) 330-8111



(B) "Note" means the promissory note signed by Borrower and dated July 31, 2009. The Note states that Borrower owes Lender One Hundred Seventy Thousand Five Hundred Ninety and no/100 Dollars (U.S. \$170,590.00) plus interest. Borrower has promised to pay this debt in regular Periodic Payments and to pay the debt in full not later than August 01, 2039.

(C) "Property" means the property that is described below under the heading "Transfer of Rights in the Property."

(G) "Loan" means the debt evidenced by the Note, plus interest, any prepayment charges and late charges due under the Note, and all sums due under this Security Instrument, plus interest.

(H) "Riders" means all Riders to this Security Instrument that are executed by Borrower. The following Riders are to be executed by Borrower (check box as applicable):

- ☐ Condominium Rider ☐ Graduated Payment Rider
☐ Planned Unit Development Rider ☐ Other(s) [specify]

(I) "Applicable Law" means all controlling applicable federal, state and local statutes, regulations, ordinances and administrative rules and orders (that have the effect of law) as well as all applicable final, non-appealable judicial opinions. If the indebtedness secured hereby is guaranteed or insured under Title 38, United States Code, such Title and Regulations issued thereunder and in effect on the date hereof shall govern the rights, duties and liabilities of the parties hereto, and any provisions of this or other instruments executed in connection with said indebtedness which are inconsistent with said Title or Regulations are hereby amended to conform thereto.

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

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

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

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

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

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

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

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TRANSFER OF RIGHTS IN THE PROPERTY

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

See Attached Exhibit A.

which currently has the address of

100 MADISON AVENUE
[Street]LADSON
[City]

South Carolina

29456
[Zip Code]

("Property Address")

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

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

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

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

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

SOUTH CAROLINA—Single Family—UNIFORM INSTRUMENT

REPLACES 3 (2011)—MERS

(Page 3 of 11 pages)

To Order Call 1-800-553-9391 or Fax 818-731-1111

Payments are deemed received by Lender when received at the location designated in the Note or at such other location as may be designated by Lender in accordance with the notice provisions in Section 14. Lender may return any payment or partial payment if the payment or partial payments are insufficient to bring the Loan current. Lender may accept any payment or partial payment insufficient to bring the Loan current, without waiver of any rights hereunder or prejudice to its rights to refuse such payment or partial payments in the future, but Lender is not obligated to apply such payments at the time such payments are accepted. If each Periodic Payment is applied as of its scheduled due date, then Lender need not pay interest on unapplied funds. Lender may hold such unapplied funds until Borrower makes payment to bring the Loan current. If Borrower does not do so within a reasonable period of time, Lender shall either apply such funds or return them to Borrower. If not applied earlier, such funds will be applied to the outstanding principal balance under the Note immediately prior to foreclosure. No offset or claim which Borrower might have now or in the future against Lender shall relieve Borrower from making payments due under the Note and this Security Instrument or performing the covenants and agreements secured by this Security Instrument.

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

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

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

3. Funds for Escrow Items. Borrower shall pay to Lender on the day Periodic Payments are due under the Note, until the Note is paid in full, a sum (the "Funds") to provide for payment of amounts due for: (a) taxes and assessments and other items which can attain priority over this Security Instrument as a lien or encumbrance on the Property; (b) leasehold payments or ground rents on the Property, if any; and (c) premiums for any and all insurance required by Lender under Section 5. These items are called "Escrow Items." At origination or at any time during the term of the Loan, Lender may require that Community Association Dues, Fees, and Assessments, if any, be escrowed by Borrower, and such dues, fees and assessments shall be an Escrow Item. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this Section. Borrower shall pay Lender the Funds for Escrow Items unless Lender waives Borrower's obligation to pay the Funds for any or all Escrow Items. Lender may waive Borrower's obligation to pay to Lender Funds for any or all Escrow Items at any time. Any such waiver may only be in writing. In the event of such waiver, Borrower shall pay directly, when and where payable, the amounts due for any Escrow Items for which payment of Funds has been waived by Lender and, if Lender requires, shall furnish to Lender receipts evidencing such payment within such time period as Lender may require. Borrower's obligation to make such payments and to provide receipts shall for all purposes be deemed to be a covenant and agreement contained in this Security Instrument, as the phrase "covenant and agreement" is used in Section 9. If Borrower is obligated to pay Escrow Items directly, pursuant to a waiver, and Borrower fails to pay the amount due for an Escrow Item, Lender may exercise its rights under Section 9 and pay such amount and Borrower shall then be obligated under Section 9 to repay to Lender any such amount. Lender may revoke the waiver as to any or all Escrow Items at any time by a notice given in accordance with Section 14 and, upon such revocation, Borrower shall pay to Lender all Funds, and in such amounts, that are then required under this Section 3.

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

The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity (including Lender, if Lender is an institution whose deposits are so insured) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow Items no later than the time specified under RESPA. Lender shall not charge Borrower for holding and applying the Funds, annually analyzing the escrow account, or verifying the Escrow Items, unless Lender pays Borrower interest on the Funds and Applicable Law permits Lender to make such a charge. Unless an agreement is made in writing or Applicable Law requires interest to be paid on the Funds, Lender shall not be required to pay Borrower any interest

or earnings on the Funds. Borrower and Lender can agree in writing, however, that interest shall be paid on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds as required by RESPA.

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

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

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

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

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

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

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

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

In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower. Unless Lender and Borrower otherwise agree in writing, any insurance proceeds, whether or not the underlying insurance was required by Lender, shall be applied to restoration or repair of the Property, if the restoration or repair is economically feasible and Lender's security is not lessened. During such repair and restoration

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

If Borrower abandons the Property, Lender may file, negotiate and settle any available insurance claim and related matters. If Borrower does not respond within 30 days to a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may negotiate and settle the claim. The 30-day period will begin when the notice is given. In either event, or if Lender acquires the Property under Section 24 or otherwise, Borrower hereby assigns to Lender (a) Borrower's rights to any insurance proceeds in an amount not to exceed the amounts unpaid under the Note or this Security Instrument, and (b) any other of Borrower's rights (other than the right to any refund of unearned premiums paid by Borrower) under all insurance policies covering the Property, insofar as such rights are applicable to the coverage of the Property. Lender may use the insurance proceeds either to repair or restore the Property or to pay amounts unpaid under the Note or this Security Instrument, whether or not then due.

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

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

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

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

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

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

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

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

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

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

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

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

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

Borrower shall be in default if any action or proceeding, whether civil or criminal, is begun that, in Lender's judgment, could result in forfeiture of the Property or other material impairment of Lender's interest in the Property or rights under this Security Instrument. Borrower can cure such a default and, if acceleration has occurred, reinstate as provided in Section 18, by causing the action or proceeding to be dismissed with a ruling that, in Lender's judgment, precludes forfeiture of the Property or other material impairment of Lender's interest in the Property or rights under this Security Instrument. The proceeds of any award or claim for damages that are attributable to the impairment of Lender's interest in the Property are hereby assigned and shall be paid to Lender.

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

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

Successors in Interest of Borrower or in amounts less than the amount then due, shall not be a waiver of or preclude the exercise of any right or remedy.

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

Subject to the provisions of Section 17, any Successor in Interest of Borrower who assumes Borrower's obligations under this Security Instrument in writing, and is approved by Lender, shall obtain all of Borrower's rights and benefits under this Security Instrument. Borrower shall not be released from Borrower's obligations and liability under this Security Instrument unless Lender agrees to such release in writing. The covenants and agreements of this Security Instrument shall bind (except as provided in Section 19) and benefit the successors and assigns of Lender.

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

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

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

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

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

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

17. **Transfer of the Property.** This loan may be declared immediately due and payable upon transfer of the Property securing such loan to any transferee, unless the acceptability of the assumption of the loan is established pursuant to Section 3714 of Chapter 37, Title 38, United States Code.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is given in accordance with Section 14 within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

18. Borrower's Right to Reinstate After Acceleration. If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earliest of: (a) five days before sale of the Property pursuant to Section 24 of this Security Instrument; (b) such other period as Applicable Law might specify for the termination of Borrower's right to reinstate; or (c) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note as if no acceleration had occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees, property inspection and valuation fees, and other fees incurred for the purpose of protecting Lender's interest in the Property and rights under this Security Instrument; and (d) takes such action as Lender may reasonably require to assure that Lender's interest in the Property and rights under this Security Instrument, and Borrower's obligation to pay the sums secured by this Security Instrument, shall continue unchanged. Lender may require that Borrower pay such reinstatement sums and expenses in one or more of the following forms, as selected by Lender: (a) cash; (b) money order; (c) certified check, bank check, treasurer's check or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentality or entity; or (d) Electronic Funds Transfer. Upon reinstatement by Borrower, this Security Instrument and obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under Section 17.

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

Neither Borrower nor Lender may commence, join, or be joined to any judicial action (as either an individual litigant or the member of a class) that arises from the other party's actions pursuant to this Security Instrument or that alleges that the other party has breached any provision of, or any duty owed by reason of, this Security Instrument, until such Borrower or Lender has notified the other party (with such notice given in compliance with the requirements of Section 14) of such alleged breach and afforded the other party hereto a reasonable period after the giving of such notice to take corrective action. If Applicable Law provides a time period which must elapse before certain action can be taken, that time period will be deemed to be reasonable for purposes of this paragraph. The notice of acceleration and opportunity to cure given to Borrower pursuant to Section 14 and the notice of acceleration given to Borrower pursuant to Section 17 shall be deemed to satisfy the notice and opportunity to take corrective action provisions of this Section 19.

20. Hazardous Substances. As used in this Section 20: (a) "Hazardous Substances" are those substances defined as toxic or hazardous substances, pollutants, or wastes by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials; (b) "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection; (c) "Environmental Cleanup" includes any response action, remedial action, or removal action, as defined in Environmental Law; and (d) an "Environmental Condition" means a condition that can cause, contribute to, or otherwise trigger an Environmental Cleanup.

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

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

21. **Funding Fee.** A fee equal to one-half of one percent of the balance of this loan as of the date of transfer of the Property shall be payable at the time of transfer to the loan holder or its authorized agent, as trustee for the Department of Veterans Affairs. If the assumer fails to pay this fee at the time of transfer, the fee shall constitute an additional debt to that already secured by this instrument, shall bear interest at the rate herein provided, and, at the option of the payee of the indebtedness hereby secured or any transferee thereof, shall be immediately due and payable. This fee is automatically waived if the assumer is exempt under the provisions of 38 U.S.C. 3729(c). (Note: The funding fee for loans assumed between 12/13/02 and 9/30/03 will be 1 percent.)

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

23. **Indemnity Liability.** If this obligation is assumed, then the assumer hereby agrees to assume all of the obligations of the veteran under the terms of the instruments creating and securing the loan. The assumer further agrees to indemnify the Department of Veterans Affairs to the extent of any claim payment arising from the guaranty or insurance of the indebtedness created by this instrument.

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

24. **Acceleration Remedies.** Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under Section 17 unless Applicable Law provides otherwise). The notice shall specify (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument, foreclosure by judicial proceeding and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the non-existence of a default or any other defense of Borrower to acceleration and foreclosure. If the default is not cured on or before the date specified in the notice, Lender at its option may require immediate payment in full of all sums secured by this Security Instrument without further demand and may foreclose this Security Instrument by judicial proceeding. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this Section 24, including, but not limited to, reasonable attorneys' fees and costs of title evidence, all of which shall be additional sums secured by this Security Instrument.

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

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

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

SOUTH CAROLINA—Single Family—UNIFORM INSTRUMENT

ITEM 1263410 (09/11)—JEN

(Page 10 of 11 pages)

TO: BY: CIL 1-800-555-9330 Doc 415-191-1111

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

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in pages 1 through 11 of this Security Instrument and in any Rider executed by Borrower and recorded with it.

by Cornell Riley his/her attorney in fact (Seal) (Seal)
Cornell Riley Borrower Borrower

(Seal) (Seal)
Borrower Borrower

Signed, sealed and delivered in the presence of:

T. Michelle Semlitsch
T. Michelle Semlitsch

Dawn M. Hufton-Davidson
Dawn M. Hufton-Davidson

State of South Carolina
County of Dorchester

I Dawn M. Hufton-Davidson

(name and title), do hereby certify that

Cornell Riley, personally appeared
before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal (where required by law) this the 31st day of July 2009

Dawn M. Hufton-Davidson
Notary Public for South Carolina

My commission expires: 4/1/10



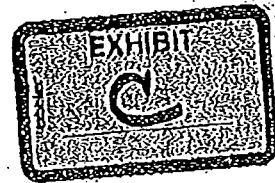
Agent's File Number: 091-590.

Schedule A

ALL that lot, piece or parcel of land, situate, lying and being in Dorchester County, State of South Carolina, and known and designated as Lot 3, Block R, North Tranquil Acres, as shown on a plat by Edward W. Hill, Registered Surveyor, entitled "MAP OF BLOCKS Q,R,S,T,U,X and Lots 13-19, Block W, North Tranquil Acres, Section A, Dorchester County, South Carolina" dated August 30, 1965 and recorded in the Office of the Clerk of Court for Dorchester County, State aforesaid, in Plat Book 15, Page 125. The said lot has such size, shape, dimensions, buttings and boundings as will more fully appear by reference to the aforesaid plat. Saving and excepting all that certain parcel of land containing 150 square feet of land, more or less, and any improvements thereon owned by Homer A. Clark and Johnnie Clark, shown as the "Area of Acquisition" on Exhibit A, attached hereto and made a part hereof as shown in Deed Book 2160, Page 42.

BEING the same property conveyed to the Cornell Riley herein by deed of Johnnie Clark a/k/a Johnnie P. Clark, dated July 31, 2009, and to be recorded in the RMC Office for Dorchester County simultaneously herewith.





Recording Date: 06/20/2014 Instrument: 255 Book: 9324 Page: 138-139

DEED, UNCORRECTED
HMC/ROD

2014 Jun 20 AM 10:13:18

DORCHESTER COUNTY
SC Deed Rec Fee: .00
Doc Co Deed Rec Fee: .00
Filing Fee: .00
Exemption Fee: .00
MARSHALL S. BULLOCK
Register of Deeds



THIS PAGE IS HEREBY ATTACHED AND MADE PART OF
THE PERMANENT RECORD OF THIS DOCUMENT. IT IS
NOT TO BE DETACHED OR REMOVED AND MUST BE
CITED AS THE FIRST PAGE OF THE RECORDED
DOCUMENT. THE TOP OF THE PAGE IS TO BE USED FOR
RECORDING PURPOSES AND IS NOT TO BE USED FOR
ANY OTHER PURPOSE.

REGISTER OF DEEDS
DORCHESTER COUNTY, SOUTH CAROLINA
MARSHALL S. BULLOCK, REGISTER
POST OFFICE BOX 10
N. GEORGE ST. 29347
843-610181 or 811-32081

This document prepared by
And when recorded return to:

Seneca Mortgage Servicing LLC
3174 Walden Avenue, Suite 120
Depew, NY 14043

NOTAR PUBLIC
JAN 22 2014
SARAH L. COOPER
NOTARY PUBLIC

Assignment

Return to:
Finkel Law Firm, LLC
Attention: Foreclosure Department
Post Office Box 71727
North Charleston, SC 29415
File # _____

6

Date of Assignment: 6/3/14

Assignor: The Federal Deposit Insurance Corporation, as Receiver for Colonial Bank, with an address at 1601 Bryan Street, Dallas, Texas 75201

Assignee: The Bank of New York Mellon Trust Company, N.A., not in its individual capacity but solely as trustee on behalf of the FDIC 2013-N1 Asset Trust, with an address at 525 William Penn Place, 7th Floor, Pittsburgh, PA 15259 Attention: Pittsburgh AMS Team - FDIC 2013-N1 Asset Trust

Deed to Secure Debt (hereinafter called Deed of Trust) as follows:

Original Mortgagor: Cornell Riley
Original Mortgage: MERS as nominee for Taylor, Jean & Whitaker Mortgage Corp.
Original Principal Sum: \$ 170,590.00
Property Address: 100 Madison Avenue Ladson, South Carolina 29456
Recording Date: 08/06/2009, in county of Dorchester, State of South Carolina
Instrument: 13 or Book: 7185 / Page 49

KNOW ALL MEN BY THESE PRESENTS, that for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the said Assignor hereby assigns unto the above-named Assignee, the Assignor's right, title and beneficial interest in said Deed of Trust together with the note(s) and obligations described therein and secured thereby, with all moneys now owing or that may hereafter become due or owing in respect thereof, and the full benefit of all the powers and end of all the covenants and provisions therein contained.

TO HAVE AND TO HOLD the same unto the said Assignee forever, subject to the terms contained in said Mortgage.

Colonial Bank (the "Institution") was closed and the Federal Deposit Insurance Corporation was appointed Receiver. By statute, the Receiver succeeded to all rights, title and interests of all assets owned or held by the Institution. Further information about the Receiver can be found at www.fdic.gov

THIS ASSIGNMENT IS MADE WITHOUT RECOURSE, REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, BY THE FEDERAL DEPOSIT INSURANCE CORPORATION, IN ITS CORPORATE CAPACITY OR AS RECEIVER.

IN WITNESS WHEREOF, the Assignor has executed these presents the day and year first above written.

Witnesses:

Printed Name of Witness #1 (Unofficial)

Kelly A. King

Printed Name of Witness #2 (Unofficial)

M. H. H. H. H.

STATE OF NY

COUNTY OF Essex

ss.:

On the 3rd day of June, in the year 2014, Personally appeared Matthew J. Hapeman, ATTORNEY-IN-FACT for the Federal Deposit Insurance Corporation as Receiver for Colonial Bank, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity, and that by his/her/their signature on the instrument (the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I, SARAH L. COOPER, Notary Public, do hereby certify that

Notary Expires 3.20.2017

USA 1, COSE
Notary Public, State of New York
No. 0100007184
Qualified in this County
Commission Expires March 20, 2018

65050.F44270



Recording Date: 09/26/2011

Instrument: 84

Book: 8022 Page: 75-76

FILED-RECORDED
RMC / ROD

2011 Sep 26 PM 12:55:45

DORCHESTER COUNTY
SC Deed Rec Fee: .00
Dor Co Deed Rec Fee: .00
Filing Fee: 6.00
Exemption #:
MARGARET L. BAILEY
Register of Deeds



THIS PAGE IS HEREBY ATTACHED AND MADE PART OF
THE PERMANENT RECORD OF THIS DOCUMENT. IT IS
NOT TO BE DETACHED OR REMOVED AND MUST BE
CITED AS THE FIRST PAGE OF THE RECORDED
DOCUMENT. THE TOP OF THE PAGE IS TO BE USED FOR
RECORDING PURPOSES AND IS NOT TO BE USED FOR
ANY OTHER PURPOSE.

REGISTER OF DEEDS
DORCHESTER COUNTY SOUTH CAROLINA
MARGARET L. BAILEY, REGISTER
POST OFFICE BOX 38
ST. GEORGE, SC 29477
843-563-0181 or 843-832-0181

BK 8022 PG 76
013225-01753

ASSIGNMENT OF DEED OF TRUST

Notarized
September 14, 2011
Notary Public
State of Texas

Lenders Loan Number:

FOR VALUE RECEIVED, Mortgage Electronic Registration Systems, Inc., as nominee for Taylor, Bean, & Whitaker Mortgage Corp., its successors and assigns, hereby assign and transfer to FDIC as receiver for Colonial Bank, 350 Highland Drive Lewisville, TX 75067, its successors and assigns, all its right, title and interest in and to a certain mortgage executed by Cornell Riley, and bearing the date of the 31st day of July, 2009 and recorded on the 6th day of August, 2009 in the office of the Recorder of DORCHESTER County, State of SC with recording information of Book: 7185 at Page 49.

Mfn: 100029500033995105

Property Address: 100 Madison Ave Ladson, SC 29456

Signed on the 19 day of Aug 2011.

Mortgage Electronic Registration Systems, Inc., as nominee for Taylor, Bean, & Whitaker Mortgage Corp.

BY: W. Nordman 1987
Name: Whynto Nordman
Title: Assistant Secretary

WITNESS Grant Daniel Seward

WITNESS Alex Vidal

State of Texas }
County of Denton } ss:

On August 19, 2011 before me, Christopher Tironi, the undersigned Notary Public, personally appeared Whynto Nordman personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

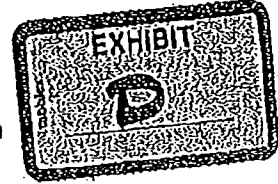
WITNESS my hand and official seal

Signature Christopher Tironi (Seal)

Return to Preparer
Address of Preparer:
Andrew Kane
Nationstar Mortgage LLC
350 Highland Drive
Lewisville, Texas 75067



Rogers, Townsend & Thomas, PC
PO Box 100200
Columbia, SC 29202-9250



LOAN #

(Space above this line for Recording Date)

LOAN MODIFICATION AGREEMENT
(Providing for Fixed Interest Rate)

This Loan Modification Agreement ("Agreement"), made this 22 September 2011, between ("Borrower") CORNELIUS RILEY, and Federal Deposit Insurance Corporation as receiver for COLONIAL BANK ("Lender"), amends and supplements (1) the Mortgage, Deed of Trust or Deed to Secure Debt (the "Security Instrument"), Dated 7/31/09 and Recorded: See attachment A Mortgage Book: Document 1 See attachment A, in the County Clerk's Office of DORCHESTER County, in the State of SOUTH CAROLINA
(City and State, or other jurisdiction)
and (2) the Note bearing the same date as, and secured by, the Security Instrument, which covers the real and personal property described in the Security Instrument and defined therein as the "Property", located at 100 MADISON AVE, LADSON SC 29456.
(Property Address)
the real property described being set forth as follows:

All that tract or parcel of land as shown on Schedule "A" attached hereto which is incorporated herein and made a part hereof.

In consideration of the mutual promises and agreements exchanged, the parties hereto agree as follows (notwithstanding anything to the contrary contained in the Note or Security Instrument):

1. As of the 1st day of November, 2011, the amount payable under the Note and the Security Instrument (the "Unpaid Principal Balance") is U.S. \$191,316.81, consisting of the amount(s) loaned to the Borrower by the Lender and any interest capitalized to date. Notwithstanding the foregoing, for legal purposes, the Unpaid Principal Balance shall be due and owing, and for calculation in arrears, on Oct 1st, 2011.
2. The Borrower promises to pay the Unpaid Principal Balance, plus interest, to the order of the Lender. Interest will be charged on the Unpaid Principal Balance at the yearly rate of 4.25% beginning Oct 1st, 2011; and continuing at that rate going forward. The Borrower promises to make monthly payments of principal and interest of U.S. \$941.16, plus the escrow payment beginning on the 1st day of November, 2011; and continuing thereafter on the same day of each succeeding month until principal and interest are paid in full. If on 10/01/2011 (the "Maturity Date"), the Borrower still owes amounts under the Note and the Security Instrument, as amended by this Agreement, the Borrower will pay these amounts in full on the Maturity Date.
3. If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in the Borrower is sold or transferred and the Borrower is not a natural person) without the Lender's prior written consent, the Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument.

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

4. The Borrower also will comply with all other covenants, agreements, and requirements of the Security Instrument, including without limitation, the Borrower's covenants and agreements to make all payments of taxes, insurance premiums, assessments, escrow items, laydowns, and all other payments that the Borrower is obligated to make under the Security Instrument; however, the following terms and provisions are forever canceled, null and void, as of the date specified in paragraph No. 1 above:

- a) all terms and provisions of the Note and Security Instrument (if any) providing for, implementing, or relating to, any change or adjustment in the rate of interest payable under the Note;
- b) all terms and provisions of any adjustable rate rider or other instrument or document that is affixed to, wholly or partially incorporated into, or is part of, the Note or Security Instrument and that contains any such terms and provisions as those referred to in (a) above; and

- c) all terms and provisions in the original Note and Security Instrument, if any, providing for, governing or pertaining to a home equity loan or line of credit.
5. In accordance with Section 4(c) above, Borrower understands and agrees with Lender that as of the date of this Agreement, any line of credit or right to borrow additional funds pursuant to the Note or Security Instrument is hereby terminated. Borrower shall not be entitled to, and Lender is not required to make, additional advances except as set forth in this Agreement and, notwithstanding anything in the original Note or Security Instrument to the contrary, Borrower must make payments in accordance with this Agreement. Nothing herein shall waive any prior revocation or termination of such home equity loan or line of credit by Lender prior to this Agreement.
6. Borrower agrees, at Borrower's sole cost and expense, to fully cooperate with Lender in obtaining any title endorsement(s), or similar title insurance product(s), and/or subordination agreements that are necessary or required by Lender in Lender's sole discretion to ensure that the modified mortgage loan is in first lien position (or if the original Security Instrument was in a secondary or tertiary lien position, then the same lien position as the original Security Instrument, unless the debt reflected in the superior lien position was paid in full prior to the date of this Agreement) and/or is fully enforceable upon modification.
7. Nothing in this Agreement shall be understood or construed to be a satisfaction or release in whole or in part of the Note and Security Instrument. Except as otherwise specifically provided in this Agreement, the Note and Security Instrument will remain unchanged, and the Borrower and Lender will be bound by, and comply with, all of the terms and provisions thereof, as amended by this Agreement.

Lender
Federal Deposit Insurance Corporation
as receiver for COLONIAL BANK

Borrower
CONNELL RILEY

By: _____
Name:
Title: Attorney In Fact

Coborrower

(Space below This Line for Acknowledgments)

STATE OF
COUNTY OF

On this 2nd day of Sept, 2011, personally appeared before me Connell R. Riley, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

Witness my hand and official seal

Notary Public
My appointment expires 7-1-2015

Ack. Ltr. - Escrow

1 of 1

09/22/2011

Letter of Acknowledgment

September 22, 2011

CORNELL RILEY

100 MADISON AVE LADSON SC 29456

RE: Loan Number: [REDACTED]

Dear CORNELL RILEY,

Attached for execution is the Modification Agreement for your loan serviced by Nationstar Mortgage, LLC. The Modification Agreement sets forth the future terms of repayment for your loan, and may include capitalization of certain outstanding past due amounts. The specific terms are identified in the Modification Agreement, and may include a period of time for which your payment will consist only of interest payments (resulting in no principal reduction) and/or change in the amortization term of your loan. (Such a change may result in you owing a lump sum payment upon maturity of your loan.)

By executing this Letter of Acknowledgment and the Modification Agreement, you are agreeing to make a qualifying payment of \$0.00 dollars ("Qualifying Payment") for your Modification Agreement to become effective. This Qualifying Payment will be applied first to any unpaid non-capitalized interest and next to unpaid principal. If you fail to make this qualifying payment (or such payment is returned for non-sufficient funds or otherwise denied by the issuing bank), the Modification Agreement shall be deemed invalid and Nationstar Mortgage, LLC shall have no obligation to modify your loan in accordance with the terms of the Modification Agreement.

In addition to the foregoing, in consideration of Nationstar Mortgage agreeing to the modification of your loan account, You acknowledge and agree that Nationstar Mortgage may maintain an escrow account to collect funds for the payment of future taxes and insurance in accordance with the terms of the attached Agreement to Maintain Escrow Account.

Should you have any questions regarding the terms of this Letter of Acknowledgment or the Modification Agreement, please do not hesitate to contact Nationstar at 1-877-343-5596.

Sincerely,

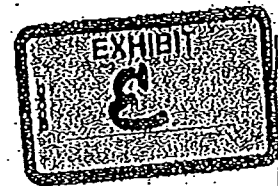
Nationstar Mortgage, LLC

Acknowledged and agreed to by:

CORNELL RILEY

9/23/11

(Date)



BENECIA MORTGAGE SERVICING LLC
611 JAMISON ROAD
ELMA, NEW YORK 14059

CUSTOMER ACCOUNT ACTIVITY STATEMENT

DATE 02/27/15
PAGE 1

REQ BY JRM

CORNELL RILEY
100 MADISON AVE
LADSON

SC 29456

LOAN NUMBER: [REDACTED]

DATE	TOTAL	PRINCIPAL	LOAN	CURRENT	
PAYMENT	PAYMENT	& INTEREST	INTEREST	PRINCIPAL	ESCROW
DUE	AMOUNT	PAYMENT	RATE	BALANCE	BALANCE
04-01-15	1,203.15	941.16	4.25000	177,787.59	612.13
2ND MORTGAGE:			0.00 0.00000	0.00	

PROCESS	DUE	ACTIVITY FOR PERIOD 07/01/13 - 03/01/15	EFFECTIVE DATE
DATE	DATE	TRANSACTION CODE	TRANSACTION DESCRIPTION

TRANSACTION	PRIN.	PAID/	ESCROW PAID/	OTHER
AMOUNT	BALANCE	INTEREST	BALANCE	AMOUNT CODE/DESCRIPTION
02-24-15 00-00 630	ATTORNEY ADVANCES			
387.55	0.00	0.00	0.00	
02-06-15 04-16 175	PRINCIPAL PAYMENT			02-05-15
0.00	12.96	0.00	0.00	12.96- SUSPENSE
	177,787.59			NEW PRINCIPAL/ESCROW BALANCES
02-05-15 03-15 173	PAYMENT			
1,216.11	310.35	630.81	261.99	12.96 SUSPENSE
	177,800.55		612.13	NEW PRINCIPAL/ESCROW BALANCES
01-09-15 02-15 173	PAYMENT			
1,190.19	309.26	631.90	249.03	
	178,110.90		350.14	NEW PRINCIPAL/ESCROW BALANCES
12-31-14 02-15 173	PAYMENT			
125.00	0.00	0.00	0.00	125.00 *
12-31-14 00-00 745	CORP. ADVANCE ADJUSTMENT			
125.00	0.00	0.00	0.00	
12-19-14 00-00 632	STATUTORY EXPENSES			
60.19	0.00	0.00	0.00	
12-19-14 00-00 632	STATUTORY EXPENSES			
76.00	0.00	0.00	0.00	
12-19-14 00-00 630	ATTORNEY ADVANCES			
1,255.00	0.00	0.00	0.00	
12-19-14 00-00 630	ATTORNEY ADVANCES			
677.80	0.00	0.00	0.00	

SENeca MORTGAGE SERVICING LLC
611 JAMISON ROAD
ELMA, NEW YORK 14059

CUSTOMER ACCOUNT ACTIVITY STATEMENT

DATE 02/27/15
PAGE 2

REQ BY JRM

CORNELL RILEY
LOAN NUMBER: [REDACTED]

PROCESS		DUR		ACTIVITY FOR PERIOD 07/01/13 - 03/01/15		TRANSACTION		EFFECTIVE DATE	
DATE	DATE	CODE	DESCRIPTION	DESCRIPTION	DESCRIPTION	DESCRIPTION	DESCRIPTION	DESCRIPTION	DESCRIPTION
TRANSACTION	PRIN. PAID/	ESCROW PAID/	OTHER-						
AMOUNT	BALANCE	INTEREST	BALANCE	AMOUNT	CODE/DESCRIPTION				
12-19-14	00-00	601	MISC. CORPORATE DISBURSEMENT						
2.56	0.00	0.00	0.00						
12-15-14	12-14	312	COUNTY TAX						
1,096.18-	0.00	0.00	1096.18-						
			101.11		NEW PRINCIPAL/ESCROW BALANCES				
12-04-14	01-15	173	PAYMENT						
1,190.19	308.16	633.00	249.03						
	178,420.16		1197.29		NEW PRINCIPAL/ESCROW BALANCES				
12-02-14	01-15	175	PRINCIPAL PAYMENT						
0.00	455.44	0.00	0.00		455.44- SUSPENSE				
	178,728.32				NEW PRINCIPAL/ESCROW BALANCES				
12-01-14	00-00	630	ATTORNEY ADVANCES						
615.00	0.00	0.00	0.00						
11-12-14	12-14	351	HAZARD INSURANCE						
1,699.00-	0.00	0.00	1699.00-						
			948.26		NEW PRINCIPAL/ESCROW BALANCES				
11-03-14	12-14	173	PAYMENT						10-30-14
1,190.19	305.47	635.69	249.03						
	179,183.76		2647.26		NEW PRINCIPAL/ESCROW BALANCES				
10-10-14	00-00	631	PROPERTY PRESERVATION						
15.00	0.00	0.00	0.00						
10-07-14	11-14	173	PAYMENT						
1,190.19	304.39	636.77	249.03						
	179,489.23		2398.23		NEW PRINCIPAL/ESCROW BALANCES				
10-06-14	11-14	173	PAYMENT						09-25-14
0.00	0.00	0.00	0.00		150.00 *				
					150.00- SUSPENSE				
10-06-14	00-00	745	CORP. ADVANCE ADJUSTMENT						
150.00-	0.00	0.00	0.00						
10-06-14	11-14	173	PAYMENT						09-25-14
0.00	0.00	0.00	0.00		15.00 *				
					15.00- SUSPENSE				
10-06-14	00-00	745	CORP. ADVANCE ADJUSTMENT						
15.00-	0.00	0.00	0.00						
10-06-14	11-14	173	PAYMENT						09-25-14
0.00	0.00	0.00	0.00		637.50 *				
					637.50- SUSPENSE				

SENECA MORTGAGE SERVICING LLC
611 JAMISON ROAD
ELMA, NEW YORK 14059

CUSTOMER ACCOUNT ACTIVITY STATEMENT

DATE 02/27/15
PAGE 3

REQ BY JRM

CORNELL RILEY

LOAN NUMBER: [REDACTED]

ACTIVITY FOR PERIOD 07/01/13 - 03/01/15					
PROCESS DATE	DUE DATE	TRANSACTION CODE	TRANSACTION DESCRIPTION	EFFECTIVE DATE OF TRANSACTION	
TRANSACTION AMOUNT	PRIN. PAID/ BALANCE	INTEREST	BSCROW PAID/ BALANCE	OTHER AMOUNT	CODE/DESCRIPTION
10-06-14 00-00 745	CORP. ADVANCE ADJUSTMENT				
637.50-	0.00	0.00	0.00		
09-25-14 11-14 173	PAYMENT				
0.00	0.00	0.00	0.00	111.74 *	
				111.74-	SUSPENSE
09-25-14 00-00 745	CORP. ADVANCE ADJUSTMENT				
111.74-	0.00	0.00	0.00		
09-25-14 11-14 173	PAYMENT				
0.00	0.00	0.00	0.00	157.00 *	
				157.00-	SUSPENSE
09-25-14 00-00 745	CORP. ADVANCE ADJUSTMENT				
157.00-	0.00	0.00	0.00		
09-25-14 11-14 173	PAYMENT				
0.00	0.00	0.00	0.00	6.00 *	
				6.00-	SUSPENSE
09-25-14 00-00 745	CORP. ADVANCE ADJUSTMENT				
6.00-	0.00	0.00	0.00		
09-25-14 11-14 173	PAYMENT				09-19-14
0.00	0.00	0.00	0.00	150.00 *	
				150.00-	SUSPENSE
09-25-14 00-00 745	CORP. ADVANCE ADJUSTMENT				
150.00-	0.00	0.00	0.00		
09-25-14 11-14 173	PAYMENT				09-19-14
0.00	0.00	0.00	0.00	155.01 *	
				155.01-	SUSPENSE
09-25-14 00-00 745	CORP. ADVANCE ADJUSTMENT				
155.01-	0.00	0.00	0.00		
09-25-14 11-14 173	PAYMENT				09-19-14
0.00	0.00	0.00	0.00	999.99 *	
				999.99-	SUSPENSE
09-25-14 00-00 745	CORP. ADVANCE ADJUSTMENT				
999.99-	0.00	0.00	0.00		
09-25-14 11-14 173	PAYMENT				09-19-14
0.00	0.00	0.00	0.00	135.00 *	
				135.00-	SUSPENSE
09-25-14 00-00 745	CORP. ADVANCE ADJUSTMENT				
135.00-	0.00	0.00	0.00		

GENECA MORTGAGE SERVICING LLC
611 JAMISON ROAD
ELMA, NEW YORK 14059

CUSTOMER ACCOUNT ACTIVITY STATEMENT

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REQ BY JRM

CORNELL, RILEY

LOAN NUMBER: [REDACTED]

ACTIVITY FOR PERIOD 07/01/13 - 03/01/15

PROCESS DATE	DUE DATE	TRANSACTION CODE	TRANSACTION DESCRIPTION	EFFECTIVE DATE OF TRANSACTION
09-25-14	11-14	173	PAYMENT	09-19-14
	0.00	0.00	0.00	11.00 *
				11.00- SUSPENSE
09-25-14	00-00	745	CORP. ADVANCE ADJUSTMENT	
	11.00-	0.00	0.00	
09-25-14	11-14	173	PAYMENT	09-19-14
	0.00	0.00	0.00	406.61 *
				406.61- SUSPENSE
09-25-14	00-00	745	CORP. ADVANCE ADJUSTMENT	
	406.61-	0.00	0.00	
09-25-14	11-14	173	PAYMENT	09-19-14
	0.00	0.00	0.00	999.99 *
				999.99- SUSPENSE
09-25-14	00-00	745	CORP. ADVANCE ADJUSTMENT	
	999.99-	0.00	0.00	
09-25-14	00-00	632	STATUTORY EXPENSES	
	150.00	0.00	0.00	
09-25-14	00-00	631	PROPERTY PRESERVATION	
	15.00	0.00	0.00	
09-25-14	00-00	630	ATTORNEY ADVANCES	
	30.00	0.00	0.00	
09-25-14	00-00	630	ATTORNEY ADVANCES	
	607.50	0.00	0.00	
09-25-14	00-00	601	MISC. CORPORATE DISBURSEMENT	
	17.20	0.00	0.00	
09-25-14	11-14	132	LATE CHARGE ADJUSTMENT	
	0.00	0.00	0.00	1,028.07 1 LATE CHARGE
09-19-14	10-14	173	PAYMENT	
	0.00	303.32	637.84	249.03
		179,793.62		2149.20
				NEW PRINCIPAL/ESCROW BALANCES
09-19-14	09-14	173	PAYMENT	
	0.00	302.25	638.91	249.03
		180,096.94		1900.17
				NEW PRINCIPAL/ESCROW BALANCES
09-19-14	08-14	173	PAYMENT	
	0.00	301.10	639.98	249.03
		180,399.19		1651.14
				NEW PRINCIPAL/ESCROW BALANCES

SENECA MORTGAGE SERVICING LLC
611 JANISON ROAD
ELMA, NEW YORK 14059

CUSTOMER ACCOUNT ACTIVITY STATEMENT

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REQ BY JRM

CORNELL RILEY
LOAN NUMBER: [REDACTED]

ACTIVITY FOR PERIOD 07/01/13 - 03/01/15

PROCESS DATE	DUE DATE	TRANSACTION CODE	TRANSACTION DESCRIPTION	EFFECTIVE DATE OF TRANSACTION		
		TRANSACTION	PRIN. PAID/ BALANCE	INTEREST	HSCROW PAID/ BALANCE	OTHER AMOUNT CODE/DESCRIPTION
09-19-14	07-14	173	PAYMENT			
		0.00	300.12	641.04	249.03	
			180,700.37		1402.11	NEW PRINCIPAL/ESCROW BALANCES
09-19-14	06-14	173	PAYMENT			
		0.00	299.06	642.10	249.03	
			181,000.49		1153.08	NEW PRINCIPAL/ESCROW BALANCES
09-19-14	05-14	173	PAYMENT			
		0.00	298.00	643.16	249.03	
			181,299.55		904.05	NEW PRINCIPAL/ESCROW BALANCES
09-19-14	04-14	173	PAYMENT			
		0.00	296.95	644.21	249.03	
			181,597.55		655.02	NEW PRINCIPAL/ESCROW BALANCES
09-19-14	03-14	173	PAYMENT			
		13,854.05	295.90	645.26	249.03	4,332.53 SUSPENSE
			181,894.50		405.99	NEW PRINCIPAL/ESCROW BALANCES
09-19-14	02-14	168	REPAY OF ESCROW ADVANCE			
		0.00	0.00	0.00	92.07-	92.07 ADVANCE REFUND
09-19-14	02-14	173	PAYMENT			
		0.00	294.86	646.30	249.03	
			182,190.40		156.96	NEW PRINCIPAL/ESCROW BALANCES
09-19-14	01-14	168	REPAY OF ESCROW ADVANCE			
		0.00	0.00	0.00	249.03-	249.03 ADVANCE REFUND
09-19-14	01-14	173	PAYMENT			
		0.00	293.82	647.34	249.03	
			182,405.26		92.07-	NEW PRINCIPAL/ESCROW BALANCES
09-19-14	12-13	168	REPAY OF ESCROW ADVANCE			
		0.00	0.00	0.00	249.03-	249.03 ADVANCE REFUND
09-19-14	12-13	173	PAYMENT			
		0.00	292.78	648.30	249.03	
			182,779.00		341.10-	NEW PRINCIPAL/ESCROW BALANCES
09-19-14	11-13	168	REPAY OF ESCROW ADVANCE			
		0.00	0.00	0.00	249.03-	249.03 ADVANCE REFUND
09-19-14	11-13	173	PAYMENT			
		0.00	291.75	649.41	249.03	
			183,071.86		590.13-	NEW PRINCIPAL/ESCROW BALANCES
09-19-14	10-13	168	REPAY OF ESCROW ADVANCE			
		0.00	0.00	0.00	249.03-	249.03 ADVANCE REFUND

SENECA MORTGAGE SERVICING LLC
611 JAMISON ROAD
ELMA, NEW YORK 14059

CUSTOMER ACCOUNT ACTIVITY STATEMENT

DATE 02/27/15
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REQ BY JRM

CORNELL RILEY

LOAN NUMBER: ~~XXXXXXXXXX~~

ACTIVITY FOR PERIOD 07/01/13 - 03/01/15

PROCESS DATE	DUE DATE	TRANSACTION CODE	TRANSACTION DESCRIPTION	EFFECTIVE DATE OF TRANSACTION
09-19-14	10-13	173	PAYMENT	
0.00		290.72	650.44	249.03
		183,363.61		839.16-
				NEW PRINCIPAL/ESCROW BALANCES
09-19-14	09-13	168	REPAY OF ESCROW ADVANCE	
0.00		0.00	0.00	249.03-
				249.03 ADVANCE REFUND
09-19-14	09-13	173	PAYMENT	
0.00		209.69	651.47	249.03
		183,654.33		1088.19-
				NEW PRINCIPAL/ESCROW BALANCES
09-19-14	08-13	168	REPAY OF ESCROW ADVANCE	
0.00		0.00	0.00	249.03-
				249.03 ADVANCE REFUND
09-19-14	08-13	173	PAYMENT	
0.00		280.67	652.49	249.03
		183,944.02		1337.22-
				NEW PRINCIPAL/ESCROW BALANCES
09-19-14	07-13	168	REPAY OF ESCROW ADVANCE	
0.00		0.00	0.00	249.03-
				249.03 ADVANCE REFUND
09-19-14	07-13	173	PAYMENT	
0.00		207.65	653.51	249.03
		184,232.69		1506.25-
				NEW PRINCIPAL/ESCROW BALANCES
09-19-14	06-13	168	REPAY OF ESCROW ADVANCE	
0.00		0.00	0.00	249.03-
				249.03 ADVANCE REFUND
09-19-14	06-13	173	PAYMENT	
10,711.71		286.64	654.52	249.03
		184,520.34		1835.28-
				NEW PRINCIPAL/ESCROW BALANCES
08-28-14	00-00	601	MISC. CORPORATE DISBURSEMENT	
13.48		0.00	0.00	0.00
08-10-14	06-13	152	LATE CHARGE ASSESSMENT	
0.00		0.00	0.00	0.00
				47.61-1 LATE CHARGE
08-14-14	00-00	631	PROPERTY PRESERVATION	
15.00		0.00	0.00	0.00
08-13-14	00-00	632	STATUTORY EXPENSES	
157.00		0.00	0.00	0.00
08-13-14	00-00	632	STATUTORY EXPENSES	
111.74		0.00	0.00	0.00
08-13-14	00-00	632	STATUTORY EXPENSES	
6.00		0.00	0.00	0.00
08-13-14	00-00	632	STATUTORY EXPENSES	
150.00		0.00	0.00	0.00

SENeca MORTGAGE SERVICING LLC
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REQ BY JRM

CUSTOMER ACCOUNT ACTIVITY STATEMENT

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CORNELL RILEY

LOAN NUMBER: ~~XXXXXXXXXX~~

ACTIVITY FOR PERIOD 07/01/13 - 03/01/15

PROCESS DATE	DUE DATE	TRANSACTION CODE	TRANSACTION DESCRIPTION	EFFECTIVE DATE OF TRANSACTION
08-13-14	00-00	630	ATTORNEY ADVANCES	
1,155.00	0.00	0.00	0.00	
07-29-14	00-00	601	MISC. CORPORATE DISBURSEMENT	
17.20	0.00	0.00	0.00	
07-16-14	06-13	152	LATE CHARGE ASSESSMENT	
0.00	0.00	0.00	0.00	47.61-1 LATE CHARGE
07-16-14	00-00	631	PROPERTY PRESERVATION	
15.00	0.00	0.00	0.00	
06-26-14	00-00	601	MISC. CORPORATE DISBURSEMENT	
1.40	0.00	0.00	0.00	
06-16-14	06-13	152	LATE CHARGE ASSESSMENT	
0.00	0.00	0.00	0.00	47.61-1 LATE CHARGE
06-10-14	00-00	631	PROPERTY PRESERVATION	
15.00	0.00	0.00	0.00	
06-02-14	00-00	631	PROPERTY PRESERVATION	
15.00	0.00	0.00	0.00	
05-16-14	06-13	152	LATE CHARGE ASSESSMENT	
0.00	0.00	0.00	0.00	47.61-1 LATE CHARGE
05-08-14	00-00	601	MISC. CORPORATE DISBURSEMENT	
0.85	0.00	0.00	0.00	
04-10-14	00-00	631	PROPERTY PRESERVATION	
15.00	0.00	0.00	0.00	
04-16-14	06-13	152	LATE CHARGE ASSESSMENT	
0.00	0.00	0.00	0.00	47.61-1 LATE CHARGE
04-14-14	00-00	601	MISC. CORPORATE DISBURSEMENT	
6.20	0.00	0.00	0.00	
03-28-14	00-00	631	PROPERTY PRESERVATION	
15.00	0.00	0.00	0.00	
03-17-14	06-13	152	LATE CHARGE ASSESSMENT	
0.00	0.00	0.00	0.00	47.61-1 LATE CHARGE
02-18-14	06-13	152	LATE CHARGE ASSESSMENT	
0.00	0.00	0.00	0.00	47.61-1 LATE CHARGE
02-18-14	00-00	631	PROPERTY PRESERVATION	
15.00	0.00	0.00	0.00	
01-16-14	06-13	152	LATE CHARGE ASSESSMENT	
0.00	0.00	0.00	0.00	47.61-1 LATE CHARGE

SENECA MORTGAGE SERVICING LLC
611 JAMISON ROAD
ELMA, NEW YORK 14059

REQ BY JRM

CUSTOMER ACCOUNT ACTIVITY STATEMENT

DATE 02/27/15
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CORNELL RILEY

LOAN NUMBER: [REDACTED]

ACTIVITY FOR PERIOD 07/01/13 - 03/01/15					
PROCESS DATE	DUE DATE	TRANSACTION CODE	TRANSACTION DESCRIPTION	EFFECTIVE DATE OF TRANSACTION	
01-13-14	00-00	631	PROPERTY PRESERVATION		
15.00		0.00	0.00	0.00	
12-16-13	06-13	152	LATE CHARGE ASSESSMENT		
0.00		0.00	0.00	0.00	47.61-1 LATE CHARGE
12-16-13	00-00	631	PROPERTY PRESERVATION		
15.00		0.00	0.00	0.00	
12-06-13	06-13	161	ESCROW ADVANCE		
1,047.80		0.00	0.00	1047.80	
12-06-13	12-13	312	COUNTY TAX		
1,047.80-		0.00	0.00	1047.80-	
			2084.31-		NEW PRINCIPAL/ESCROW BALANCES
11-14-13	06-13	161	ESCROW ADVANCE		
1,036.51		0.00	0.00	1036.51	
11-14-13	12-13	351	HAZARD INSURANCE		
1,394.00-		0.00	0.00	1394.00-	
			1036.51-		NEW PRINCIPAL/ESCROW BALANCES
11-14-13	00-00	631	PROPERTY PRESERVATION		
11.00		0.00	0.00	0.00	
11-12-13	00-00	601	MISC. CORPORATE DISBURSEMENT		
8.00		0.00	0.00	0.00	
10-21-13	06-13	173	PAYMENT		
415.24		0.00	0.00	357.49	57.75 SUSPENSE
			357.49		NEW PRINCIPAL/ESCROW BALANCES
10-09-13	00-00	745	CORP. ADVANCE ADJUSTMENT		
1,406.60		0.00	0.00	0.00	
10-09-13	06-13	132	LATE CHARGE ADJUSTMENT		
0.00		0.00	0.00	0.00	599.58-1 LATE CHARGE
10-09-13	06-13	142	LOAN SETUP		
0.00		184,806.98-	0.00	0.00	
		184,806.98			NEW PRINCIPAL/ESCROW BALANCES

SR497CR-01
RCOX

Nationstar Mortgage LLC
DETAIL TRANSACTION HISTORY

10/01/13 10:20:08
JOB DT: 10/01/13

Processing Options Selected:

- | | |
|--------------------|-------------------------------------|
| 1. [REDACTED] | Loan Number Range |
| 2. 000000 - 100113 | Date Range |
| 3. Y | Output Type |
| 4. | Select State |
| 5. | Macro Group Code |
| 6. | Message Code |
| 7. | Inventory |
| 8. 0000000 | Pool |
| 9. Y | Select only loans with Transactions |
| 10. Y | Include liquidated loans |

SR137CR-02
SC0X

Nationstar Mortgage LLC
DETAIL TRANSACTION HISTORY

10/01/13 10:20:08
JOB DT: 10/01/13
PAGE: 1

LOAN# 10001231861 INVR 504 POOF# 0000001 INV LHM 1030609413 NEXT DUE 6/01/13 INTEREST RATE 4.250 PAID BAL 184,106.98
BORR1 CORNELL RD/STY TYPE: 01-00 VA STATUS X TOT.DISC 6,167.36 SUSP-235B .00 ESC.BAL 357.43
BORR2 ADDL INFORMATION MSOS: 01 51 INT D00004 PGI 3,764.44 SUSP-SUBS .00 RSC.ADV .00
PROP: 100 MADISON AVE RATE: 100 MADISON AVE SERVICES .00000 SUSP-HA2 .00 TOT.PMT 1,190.19
LADSON SC 29456 LADSON SC 29456 TOTOFF .00000 SUSP-FOR 37.75 PGI 941.16
INT PD TO 5/01/13 SUSP-HIS .00 ESC.PMT 249.03
PLT SHORT .00 CORP AD 1,106.60

TRANSACTION	DATE	CODE	DESCRIPTION	NEXT DUE	AFTER TRANS. BALANCE	PRINCIPAL	INTEREST	APPLIED	ESCROW	SUSPENSE	DISC. PMT
349	9/20/13	6226	CORP ADV DISB	6/13	184806.98	357.49	12.00	.00	.00	.00	12.00-26
			PAYEE 638AFGD 10001231861 DUE 5/19/13								
347	9/17/13	6226	CORP ADV DISB	6/13	184806.98	357.49	12.00	.00	.00	.00	12.10-26
			PAYEE 638AFGD 10001231861 DUE 9/16/13								
346	9/16/13	1499	2222F-Late Charges	6/13	184806.98	357.49	37.65	.00	.00	.00	37.65 01
			S/F SC RFF# 0501230801								
345	9/05/13	9216	REV Inauf Funds 082613	6/13	184806.98	357.49	1500.00	.00	.00	.00	1500.00-R4
			Effective date: 8/26/13								
344	9/05/13	1499	2222F-HSP Check Char	6/13	184806.98	357.49	30.00	.00	.00	.00	30.00 02
			Effective date: 8/26/13								
343	9/05/13	9301	REV Inauf Funds 082613	6/13	184806.98	357.49	.00	246.64	654.52	249.03	1200.19-24 10.00-03
			Effective date: 8/26/13								
342	8/26/13	0116	PMT FROM FORG SUSP	7/13	184520.34	606.52	1200.19	246.64	654.52	249.03	1200.19-R4 10.00 02
			Int pd to: 6/01/13								
341	8/26/13	16	FORBEMANCE SUSPENSE	6/13	184806.98	357.49	1500.00	.00	.00	.00	1500.00 24
			S/F SP RFF#								
340	8/16/13	1499	2222F-Late Charges	6/13	184806.98	357.49	37.65	.00	.00	.00	37.65 01
			S/F RFF#								
339	8/06/13	1216	REV Inauf Funds 072813	6/13	184806.98	357.49	1500.00	.00	.00	.00	1500.00-R4
			Effective date: 7/28/13								
338	8/06/13	1499	2222F-HSP Check Char	6/13	184806.98	357.49	30.00	.00	.00	.00	30.00 02
			Effective date: 7/28/13								
337	8/06/13	9301	REV Inauf Funds 072813	6/13	184806.98	357.49	.00	246.64	654.52	249.03	1190.19 24
			Effective date: 7/28/13								
336	8/06/13	9334	REV Inauf Funds 072813	7/13	184520.34	606.52	15.00	.00	.00	.00	15.00-08
			Effective date: 7/28/13								
335	7/29/13	1408	2222F-E PAY FEB	7/13	184520.34	606.52	15.00	.00	.00	.00	15.00 08
			Effective date: 7/28/13								
334	7/29/13	1499	2222F-E PAY FEB	7/13	184520.34	606.52	15.00	.00	.00	.00	15.00 08
			Effective date: 7/28/13								
333	7/29/13	0116	PMT FROM FORG SUSP	7/13	184520.34	606.52	1190.19	246.64	654.52	249.03	1190.19-R4

SR477CR-02
SCOX

Nationstar Mortgage LLC
DETAIL TRANSACTION HISTORY

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JOB DT: 10/01/13
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TRANSACTION	DATE	CODE	DESCRIPTION	NEXT DOZ	AFTER TRANS. BALANCES	TOTAL AMOUNT	APPLIED	PRINCIPAL	INTEREST	ESCROW	SUSPENSE/CO	HISC. PITS
NO.					PRINCIPAL	ESCROW						43RV. FEES
264	1/07/13	2626	CORP ADVANCE ADJUST	12/12	186505.67	.00	125.00-	.00	.00	.00	125.00-26	
265	1/07/13	2564	NON CASH PBE ADJ	12/12	186505.67	.00	263.04	.00	.00	.00	.00	263.04 01
264	1/07/13	2524	FORBEARANCE ADJ	12/12	186505.67	.00	3.72	.00	.00	.00	3.72 24	
263	1/07/13	2643	ESCROW ADJ	12/12	186505.67	.00	1279.21-	.00	.00	1279.21-	.00	
262	1/07/13	19	ESCROW ADVANCE	12/12	186505.67	1279.21	1279.21	.00	.00	1279.21	.00	
261	1/07/13	8199	NEW INV 504/00000001	12/12	186505.67	.00	186505.67-	186505.67-	.00	.00	.00	
260	1/07/13	3199	OLD INV 503/00000001	12/12	.00	.00	186505.67	186505.67	.00	.00	.00	
259	1/07/13	2664	NON CASH PBE ADJ	12/12	186505.67	.00	263.04-	.00	.00	.00	.00	263.04-01
258	1/07/13	2526	CORP ADVANCE ADJUST	12/12	186505.67	.00	125.00	.00	.00	.00	125.00 26	
257	1/07/13	1913	RECOVER ESCROW ADVANCE	12/12	186505.67	.00	1279.21-	.00	.00	1279.21-	.00	
256	1/07/13	2543	ESCROW ADJ	12/12	186505.67	1279.21	1279.21	.00	.00	1279.21	.00	
255	1/07/13	2624	FORBEARANCE ADJ	12/12	186505.67	.00	3.72-	.00	.00	.00	3.72-24	
254	1/07/13	2626	CORP ADVANCE ADJUST	12/12	186505.67	.00	125.00-	.00	.00	.00	125.00-26	
253	1/07/13	2664	NON CASH PBE ADJ	12/12	186505.67	.00	263.04	.00	.00	.00	.00	263.04 01
252	1/07/13	2524	FORBEARANCE ADJ	12/12	186505.67	.00	3.72	.00	.00	.00	3.72 24	
251	1/07/13	2643	ESCROW ADJ	12/12	186505.67	.00	1279.21-	.00	.00	1279.21-	.00	
250	1/07/13	19	ESCROW ADVANCE	12/12	186505.67	1279.21	1279.21	.00	.00	1279.21	.00	
249	1/07/13	8199	NEW INV 503/00000001	12/12	186505.67	.00	186505.67-	186505.67-	.00	.00	.00	
248	1/07/13	3199	OLD INV 501/00000001	12/12	.00	.00	186505.67	186505.67	.00	.00	.00	
247	1/07/13	2664	NON CASH PBE ADJ	12/12	186505.67	.00	263.04-	.00	.00	.00	.00	263.04-01
246	1/07/13	2526	CORP ADVANCE ADJUST	12/12	186505.67	.00	125.00	.00	.00	.00	125.00 26	
245	1/07/13	1913	RECOVER ESCROW ADVANCE	12/12	186505.67	.00	1279.21-	.00	.00	1279.21-	.00	
244	1/07/13	2543	ESCROW ADJ	12/12	186505.67	1279.21	1279.21	.00	.00	1279.21	.00	
243	1/07/13	2624	FORBEARANCE ADJ	12/12	186505.67	.00	3.72-	.00	.00	.00	3.72-24	
242	1/07/13	2626	CORP ADVANCE ADJUST	12/12	186505.67	.00	125.00-	.00	.00	.00	125.00-26	

BR497CR-02
SCOX

Nationstar Mortgage LLC
DETAIL TRANSACTION HISTORY

10/01/13 10:20:08
JOB DT: 10/01/13
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TRANSACTION				NEXT	AFTER TRANS.	BALANCE	ESCRON	TOTAL	APPLIED				MISC. FTS
NR	DATE	CODE	DESCRIPTION	DUH	PRINCIPAL			AMOUNT	PRINCIPAL	INTEREST	ESCRON	SUSPENSE/CD	SERV. FEES
100118			CONTINUING										
241	1/07/13	2544	NON CASH FEE ADJ	12/12	186505.67	.00		261.04	.00	.00	.00	.00	261.04 01
			S/P TR REFV										
240	1/03/13	2514	FORBEARANCE ADJ	12/12	186505.67	.00		1.72	.00	.00	.00	3.72 24	
			S/P TR REFV										
239	1/03/13	2643	ESCRON ADJ	12/12	186505.67	.00		1279.21	.00	.00	1279.21	.00	
			S/P TR REFV										
238	1/03/13	19	ESCRON ADVANCE	12/12	186505.67	1279.21		1279.21	.00	.00	1279.21	.00	
			S/P TR REFV										
237	1/03/13	8199	NEW INV 504/0000001	12/12	186505.67	.00		186505.67	186505.67	.00	.00	.00	
			S/P TR REFV										
236	1/03/13	3199	OLD INV 503/0000001	12/12	.00	.00		186505.67	186505.67	.00	.00	.00	
			S/P TR REFV										
235	1/03/13	2644	NON CASH FEE ADJ	12/12	186505.67	.00		261.04	.00	.00	.00	.00	261.04 01
			S/P TR REFV										
234	1/03/13	2526	COMP ADVANCE ADJUST	12/12	186505.67	.00		115.00	.00	.00	.00	125.00 26	
			S/P TR REFV										
233	1/03/13	1919	RECOVER ESCRON ADVANCE	12/12	186505.67	.00		1279.21	.00	.00	1279.21	.00	
			S/P TR REFV										
232	1/03/13	2543	ESCRON ADJ	12/12	186505.67	1279.21		1279.21	.00	.00	1279.21	.00	
			S/P TR REFV										
231	1/03/13	2624	FORBEARANCE ADJ	12/12	186505.67	.00		1.72	.00	.00	.00	3.72 24	
			S/P TR REFV										
230	12/17/12	1459	2222F-Late Charges	12/12	186505.67	.00		37.50	.00	.00	.00	.00	37.50 01
			S/P TR REFV										
229	12/17/12	1319	RECOVER ESCRON ADVANCE	12/12	186505.67	.00		230.22	.00	.00	230.22	.00	
			S/P TR REFV										
228	12/17/12	1324	PRD-FORBEAR SUSP	12/12	186505.67	230.22		.62	.00	.00	.00	.62 24	
			S/P TR REFV										
227	12/17/12	0283	PAYMENT	12/12	186505.67	230.22		1171.38	279.63	661.53	230.22	.00	
			Int pd to: 11/01/12										
			S/P TR REFV										
226	12/11/12	6031	COUNTY TAX DISBURSED 11/12	11/12	186785.30	.00		965.82	.00	.00	965.82	.00	
			PAYEE DISCOSH 80001229112 DUE 1/15/13										
			S/P SC REFV 0001229112										
225	12/11/12	1231	COUNTY TAX ADVANCE	11/12	186785.30	965.82		965.82	.00	.00	965.82	.00	
			S/P SC REFV 0001229112										
224	11/27/12	6050	HABARD SFA DISBURSED 11/12	11/12	186785.30	.00		1170.00	.00	.00	1170.00	.00	
			PAYEE 5001502 1112710121H DUE 12/07/12										
			S/P SC REFV 112720121H6										
223	11/27/12	1350	HABARD SFA ADVANCE	11/12	186785.30	1170.00		543.61	.00	.00	543.61	.00	
			S/P SC REFV 112720121H6										
222	11/16/12	1459	2222F-Late Charges	11/12	186785.30	626.39		37.52	.00	.00	.00	.00	37.52 01
			S/P TR REFV										
221	11/07/12	1324	PRD-FORBEAR SUSP	11/12	186785.30	626.39		.62	.00	.00	.00	.62 24	
			S/P TR REFV										
220	11/07/12	0283	PAYMENT	11/12	186785.30	626.39		1171.38	279.64	662.52	230.22	.00	
			Int pd to: 10/01/12										
			S/P TR REFV										
219	10/16/12	1459	2222F-Late Charges	10/12	187063.94	396.17		17.55	.00	.00	.00	.00	37.55 01
			S/P TR REFV										
218	10/09/12	1324	PRD-FORBEAR SUSP	10/12	187063.94	396.17		.62	.00	.00	.00	.62 24	

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LOMIR			CONTINUED									
217	10/09/12	0283	PAYMENT	10/11	187063.94	396.17	1171.38	277.66	663.50	230.22	.00	
			Int pd to: 9/01/12									
216	9/17/12	1499	2222V-Late Charges	9/11	187341.60	165.95	37.57	.00	.00	.00	.00	37.57 01
215	7/10/12	1919	RECOVER ESCROW ADVANCE	9/12	187341.60	165.95	64.27	.00	.00	64.27	.00	
214	9/10/12	1324	PMT-FORFEAR SUSP	9/12	187341.60	230.22	.62	.00	.00	.00	.62	24
213	9/10/12	0283	PAYMENT	9/12	187341.60	230.22	1171.38	274.68	664.48	230.22	.00	
			Int pd to: 8/01/12									
212	8/16/12	1499	2222V-Late Charges	8/12	187618.28	.00	37.60	.00	.00	.00	.00	37.60 01
211	8/16/12	1919	RECOVER ESCROW ADVANCE	8/12	187618.28	.00	230.22	.00	.00	230.22	.00	
210	8/16/12	1324	PMT-FORFEAR SUSP	8/12	187618.28	230.22	.62	.00	.00	.00	.62	24
209	8/16/12	0283	PAYMENT	8/12	187618.28	230.22	1171.38	275.70	665.46	230.22	.00	
			Int pd to: 7/01/12									
208	7/10/12	1919	RECOVER ESCROW ADVANCE	7/12	187893.94	.00	230.22	.00	.00	230.22	.00	
207	7/10/12	1324	PMT-FORFEAR SUSP	7/12	187893.94	230.22	.62	.00	.00	.00	.62	24
206	7/10/12	0283	PAYMENT	7/12	187893.94	230.22	1171.38	274.73	666.43	230.22	.00	
			Int pd to: 6/01/12									
205	7/16/12	1499	2222V-Late Charges	6/12	188168.71	.00	37.65	.00	.00	.00	.00	37.65 01
204	6/18/12	1499	2222V-Late Charges	6/12	188168.71	.00	37.65	.00	.00	.00	.00	37.65 01
203	5/23/12	6226	CORP ADV DISB	6/12	188168.71	.00	125.00	.00	.00	.00	115.00-26	
			PAYEE 6357471H 00001135075 DUE 5/11/12									
202	5/16/12	1401	2222V-E PAY FEE	6/12	188168.71	.00	6.95	.00	.00	.00	.00	6.95 04
201	5/16/12	1499	2222V-E PAY FEE	6/12	188168.71	.00	6.95	.00	.00	.00	.00	6.95 04
200	5/16/12	1919	RECOVER ESCROW ADVANCE	6/12	188168.71	.00	230.22	.00	.00	230.22	.00	
199	5/16/12	11	PRINCIPAL PAYMENT	6/12	188168.71	230.22	76.12	76.12	.00	.00	.00	
198	5/16/12	1326	PMT-CORPORATE ADVANCE	6/12	188244.83	230.22	90.00	.00	.00	.00	90.00 26	
197	5/16/12	1326	PMT-CORPORATE ADVANCE	6/12	188244.83	230.22	31.50	.00	.00	.00	31.50 26	
196	5/16/12	1401	2222V-Late Charges	6/12	188244.83	230.22	37.65	.00	.00	.00	.00	37.65 01
195	5/16/12	1401	2222V-Late Charges	6/12	188244.83	230.22	37.62	.00	.00	.00	.00	37.62 01

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---TRANSACTION---		-----DESCRIPTION-----		NEXT	-AFTER TRANS. BALANCES-		TOTAL	-APPLIED-				MISC. PNTS
NO.	DATE	CODE		DUR	PRINCIPAL	ESCROW	AMOUNT	PRINCIPAL	INTEREST	ESCROW	SURPRISE/CD	ESRV. FEES
CONTINUED												
194	5/16/12	1401	2222P-Late Charges	6/12	188244.83	230.22	37.65	.00	.00	.00	.00	37.65 01
193	5/16/12	1401	2222P-Late Charges	6/12	188244.83	230.22	37.65	.00	.00	.00	.00	37.65 01
192	5/16/12	1401	2222P-Late Charges	6/12	188244.83	230.22	6.29	.00	.00	.00	.00	6.29 01
191	5/16/12	02	PAYMENT	6/12	188244.83	230.22	1171.38	273.49	667.67	230.22	.00	
				Int pd to: 5/01/12								
190	5/16/12	2624	FORFEITANCE ADJ	5/12	188518.32	.00	414.48	.00	.00	.00	414.48-24	
189	4/23/12	2664	NON CASH FEE ADJ	5/12	188518.32	.00	31.39	.00	.00	.00	.00	31.39-01
188	4/23/12	2664	NON CASH FEE ADJ	5/12	188518.32	.00	37.68	.00	.00	.00	.00	37.68-01
187	4/23/12	2664	NON CASH FEE ADJ	5/12	188518.32	.00	37.68	.00	.00	.00	.00	37.68-01
186	4/23/12	2664	NON CASH FEE ADJ	5/12	188518.32	.00	37.68	.00	.00	.00	.00	37.68-01
185	4/23/12	2664	NON CASH FEE ADJ	5/12	188518.32	.00	37.68	.00	.00	.00	.00	37.68-01
184	4/23/12	2664	NON CASH FEE ADJ	5/12	188518.32	.00	37.68	.00	.00	.00	.00	37.68-01
183	4/23/12	2664	NON CASH FEE ADJ	5/12	188518.32	.00	37.68	.00	.00	.00	.00	37.68-01
182	4/23/12	2664	NON CASH FEE ADJ	5/12	188518.32	.00	37.68	.00	.00	.00	.00	37.68-01
181	4/23/12	2664	NON CASH FEE ADJ	5/12	188518.32	.00	37.68	.00	.00	.00	.00	37.68-01
180	4/23/12	2664	NON CASH FEE ADJ	5/12	188518.32	.00	37.68	.00	.00	.00	.00	37.68-01
179	4/23/12	2664	NON CASH FEE ADJ	5/12	188518.32	.00	37.68	.00	.00	.00	.00	37.68-01
178	4/23/12	2664	NON CASH FEE ADJ	5/12	188518.32	.00	6.29	.00	.00	.00	.00	6.29-01
177	4/23/12	2524	FORFEITANCE ADJ	5/12	188518.32	.00	414.48	.00	.00	.00	414.48-24	
176	4/23/12	2664	NON CASH FEE ADJ	5/12	188518.32	.00	414.48	.00	.00	.00	.00	414.48-01
175	4/23/12	2501	DPYRD LATE CHG ADJ	5/12	188518.32	.00	414.48	.00	.00	.00	.00	414.48-01
174	4/10/12	1408	2222P-B PAY VER	5/12	188518.32	.00	15.00	.00	.00	.00	.00	15.00 08
173	4/10/12	1499	2222P-B PAY VER	5/12	188518.32	.00	15.00	.00	.00	.00	.00	15.00 08
172	4/10/12	1519	RECOVER ESCROW ADVANCE	5/12	188518.32	.00	630.66	.00	.00	630.66-	.10	
171	4/10/12	1401	2222P-Late Charges	5/12	188518.32	630.66	.61	.00	.00	.00	.00	.61 01
170	4/10/12	02	PAYMENT	5/12	188518.32	630.66	1171.34	273.57	668.63	230.22	.00	

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LNBR	DATE	CODE	DESCRIPTION	DUE	PRINCIPAL	INTEREST	ESCRON	6USPMT/3B/CD 63AV.1225
CONTINUED								
			Int pd to: 4/01/12					
169	4/10/12	2624	S/P SP REF# FORBEARANCE ADJ	4/12	188790.85	460.44	.61	.00 .00 .00 .61-24
168	4/10/12	0283	S/P SP REF# PAYMENT	4/12	188790.85	460.44	1171.38	271.56 669.60 230.22 .00
			Int pd to: 3/01/12					
167	4/10/12	0283	S/P SP REF# PAYMENT	3/12	189062.41	230.22	1171.38	270.61 670.55 230.22 .00
			Int pd to: 2/01/12					
166	1/16/12	1499	S/P SP REF# 2222T-Late Charges	2/12	189333.02	.00	37.65	.00 .00 .00 .00 37.65 01
165	2/16/12	1499	S/P REF# 2222T-Late Charges	2/12	189333.02	.00	37.62	.00 .00 .00 .00 37.62 01
164	2/14/12	1319	S/P REF# RECOVER ESCROW ADVANCE	2/12	189333.02	.00	230.22	.00 .00 230.22 .00
163	2/14/12	1324	S/P LE REF# Pmt-Forbear SUSP	2/12	189333.02	230.22	.61	.00 .00 .00 .61 24
162	2/14/12	0283	S/P LE REF# PAYMENT	2/12	189333.02	230.22	1171.38	269.65 671.51 230.22 .00
			Int pd to: 1/01/12					
161	1/17/12	1499	S/P LE REF# 2222T-Late Charges	1/12	189602.67	.00	37.65	.00 .00 .00 .00 37.65 01
160	1/06/12	1541	S/P REF# PRINCIPAL ADJ	1/12	189602.67	.00	1181.86	1181.86 .00 .00 .00
			Effective date: 1/05/12					
159	1/06/12	1326	S/P AD REF# VTC-CORPORATE ADVANCE	1/12	188420.81	.00	1181.86	.00 .00 .00 1181.86 26
			Effective date: 1/05/12					
158	1/06/12	5691	S/P AD REF# Increase UPB - Non Cas	1/12	188420.81	.00	1181.86	1181.86 .00 .00 .00
			Effective date: 1/05/12					
157	1/06/12	5676	S/P AD REF# Inc Corp Adv Deferred	1/12	189602.47	.00	1181.86	.00 .00 .00 1181.86-26
			Effective date: 1/05/12					
156	1/05/12	7641	S/P AD REF# PRINCIPAL ADJ	1/12	189602.47	.00	2363.72	2363.72 .00 .00 .00
155	1/05/12	2626	S/P AD REF# CORP ADVANCE ADJUST	1/12	191966.39	.00	2363.72	.00 .00 .00 2363.72-26
154	1/05/12	6591	S/P AD REF# Increase UPB - Non Cas	1/12	191966.39	.00	2363.72	2363.72 .00 .00 .00
153	1/05/12	5576	S/P AD REF# Inc Corp Adv Deferred I	1/12	189602.67	.00	2363.72	.00 .00 .00 2363.72 26
152	12/19/11	1319	S/P AD REF# RECOVER ESCROW ADVANCE	1/12	189602.67	.00	230.22	.00 .00 230.22 .00
151	12/19/11	1401	S/P LE REF# 2222T-Late Charges	1/12	189602.67	230.22	.61	.00 .00 .00 .00 .61 01
150	12/19/11	0283	S/P LE REF# PAYMENT	1/12	189602.67	230.22	1171.38	268.70 672.46 230.22 .00
			Int pd to: 12/01/11					
149	12/16/11	1499	S/P LE REF# 2222T-Late Charges	12/11	189871.37	.00	37.65	.00 .00 .00 .00 37.65 01

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TRANSACTION	DATE	CODE	DESCRIPTION	IBXT	APPR	TRANS.	BALANCES	TOTAL	APPLIED	ESCRON	SUSPENSE	CO	45RV	FEES
IBXT	DATE	CODE	DESCRIPTION	DUE	PRINCIPAL	ESCRON		AMOUNT	PRINCIPAL	INTEREST				
146	12/14/11	S/P	REFI 6011 COUNTY TAX DISBURSED 12/11 189871.37					979.25						
			PAYEE DISC004H 80000818050 DUE 1/15/12											
147	12/14/11	S/P	SC REF1 0080848950					979.25	979.25					
			1931 COUNTY TAX ADVANCE 12/11 189871.37											
148	12/14/11	S/P	SC REF1 0000848950					1181.86	1181.86					
			5691 Deere/De UPR - Non Cam 12/11 189871.37											
149	12/13/11	S/P	AD REF1					1181.86						
			5676 Inc Corp Adv Deferred 12/11 191053.23											
150	12/13/11	S/P	AD REF1					1157.00						
			6050 HAZARD 8YA DISBURSED 12/11 191053.23											
151	12/12/11	S/P	HR REF1 12122011118					1157.00	326.78					
			PAYEE 5001602 112122011118 DUE 12/07/11											
152	12/12/11	S/P	HR REF1 12122011118					230.22	1171.38	263.58	677.58	230.22		
			1950 HAZARD 8YA ADVANCE 12/11 191053.23											
153	12/06/11	S/P	TR REF1											
			PAYMENT Effective date: 11/14/11 Int pd to: 11/03/11											
154	12/06/11	S/P	TR REF1					1181.86						
			2526 CORP ADVANCE ADJUST 11/11 191116.81											
155	12/06/11	S/P	TR REF1					90.00						
			2626 CORP ADVANCE ADJUST 11/11 191116.81											
156	12/06/11	S/P	TR REF1					91.50						
			2626 CORP ADVANCE ADJUST 11/11 191116.81											
157	12/06/11	S/P	TR REF1					421.93						
			2561 NON CASH FEE ADJ 11/11 191116.81											
158	12/06/11	S/P	TR REF1					191116.81	191116.81					
			1193 NEW INV 503/00000001 11/11 191116.81											
159	12/06/11	S/P	TR REF1					421.93						
			3199 OLD INV 414/00000001 11/11 191116.81											
160	12/06/11	S/P	TR REF1					1181.86						
			2661 NON CASH FEE ADJ 11/11 191116.81											
161	12/06/11	S/P	TR REF1					90.00						
			2526 CORP ADVANCE ADJUST 11/11 191116.81											
162	12/06/11	S/P	TR REF1					91.50						
			2526 CORP ADVANCE ADJUST 11/11 191116.81											
163	12/06/11	S/P	TR REF1					1171.38	263.58	677.58	230.22			
			9392 REVERSAL (PROR DAY) Effective date: 11/16/11											
164	11/16/11	S/P	TR REF1					30.17						
			1401 2212F-Late Charges 12/11 191053.23											
165	11/16/11	S/P	D REF1					37.68						
			1401 2212F-Late Charges 12/11 191053.23											
166	11/16/11	S/P	D REF1					37.68						
			1401 2212F-Late Charges 12/11 191053.23											
167	11/16/11	S/P	D REF1					37.68						
			1401 2212F-Late Charges 12/11 191053.23											
168	11/16/11	S/P	D REF1					356.79						
			1401 2212F-Late Charges 12/11 191053.23											

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INVR	DATE	CODE	DESCRIPTION	DUE	PRINCIPAL	ESCRON	AMOUNT	PRINCIPAL	INTEREST	ESCRON	SUSPENSE/CD	659V.FEES
LOAN			CONTINUED									
125	11/16/11	02	PAYMENT	11/11	191053.23	230.22	1171.18	763.58	677.59	230.22	.00	
			Int pd to: 11/01/11									
124	11/16/11	2674	FORFEITURE ADV	11/11	191316.81	.00	500.00	.00	.00	.00	500.00-24	
			S/F SC REF#									
123	10/14/11	1324	PMT-VORSHAR SUSP	11/11	191316.81	.00	500.00	.00	.00	.00	500.00 24	
			S/F HR REF#									
122	9/20/11	1401	2722F-Late Charges	11/11	191316.81	.00	95.00	.00	.00	.00	.00	95.00 01
			S/F D REF#									
121	9/20/11	2674	FORFEITURE ADV	11/11	191316.81	.00	95.00	.00	.00	.00	95.00-24	
			S/F SH REF#									
120	9/26/11	2564	NON CASH PER ADV	2/10	191316.81	.00	414.48	.00	.00	.00	.00	414.48 01
			S/F D REF#									
119	9/26/11	5591	Increase UPB - Non Cas	2/10	191316.81	.00	21713.75	21713.75	.00	.00	.00	
			S/F CH REF#									
118	9/26/11	5576	DeoCorp Adv Deferred I	2/10	169603.06	.00	1065.86	.00	.00	.00	1065.86 26	
			S/F CH REF#									
117	9/26/11	5576	DeoCorp Adv Deferred I	2/10	169603.06	.00	180.00	.00	.00	.00	180.00 26	
			S/F CH REF#									
116	9/26/11	5576	DeoCorp Adv Deferred I	2/10	169603.06	.00	240.00	.00	.00	.00	240.00 26	
			S/F CH REF#									
115	9/26/11	5576	DeoCorp Adv Deferred I	2/10	169603.06	.00	1181.86	.00	.00	.00	1181.86 26	
			S/F CH REF#									
114	9/26/11	5692	Decrease Int - Non Cas	2/10	169603.06	.00	15393.39	.00	15393.39	.00	.00	
			S/F CH REF#									
113	9/26/11	5599	LOAN MODIFICATION	2/10	169603.06	.00	15393.39	.00	15393.39	.00	.00	
			S/F CH REF#									
112	9/26/11	1919	RACOVER ESCROW ADVANCE	2/10	169603.06	.00	3652.64	.00	.00	3652.64	.00	
			S/F CH REF#									
111	9/26/11	1593	ESCROW NOCASH ADV	2/10	169603.06	3652.64	3652.64	.00	.00	3652.64	.00	
			S/F CH REF#									
110	9/16/11	1459	2722F-Late Charges	2/10	169603.06	.00	37.68	.00	.00	.00	.00	37.68 01
			S/F REF#									
109	9/15/11	6224	CORP ADV DISB	2/10	169603.06	.00	9.15	.00	.00	.00	9.15-26	
			PAYER 606CITY #0001103646 DUE 9/15/11									
			S/F SC REF# 0001103646									
108	9/07/11	6224	CORP ADV DISB	2/10	169603.06	.00	175.00	.00	.00	.00	175.00-26	
			PAYER 61KITHO #0001102403 DUE 9/06/11									
			S/F SC REF# 0001102403									
107	9/07/11	6224	CORP ADV DISB	2/10	169603.06	.00	229.36	.00	.00	.00	229.36-26	
			PAYER 61KITHO #0001102403 DUE 9/06/11									
			S/F SC REF# 0001102403									
106	9/07/11	6224	CORP ADV DISB	2/10	169603.06	.00	510.00	.00	.00	.00	510.00-26	
			PAYER 61KITHO #0001102403 DUE 9/06/11									
			S/F SC REF# 0001102403									
105	9/07/11	6224	CORP ADV DISB	2/10	169603.06	.00	6.50	.00	.00	.00	6.50-26	
			PAYER 61KITHO #0001102403 DUE 9/06/11									
			S/F SC REF# 0001102403									
104	9/07/11	6224	CORP ADV DISB	2/10	169603.06	.00	150.00	.00	.00	.00	150.00-26	
			PAYER 61KITHO #0001101403 DUE 9/06/11									
			S/F SC REF# 0001102403									

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---TRANSACTION---			NEXT - AFTER TRANS. BALANCES -			TOTAL		APPLIED			HTSC. PITS	
THR	DATE	COOR	DESCRIPTION	DUE	PRINCIPAL	ESCRON	AMOUNT	PRINCIPAL	INTEREST	ESCRON	SUSPENSE/CO	ESAY. FEES
LOANS			CONTINUING									
103	8/16/11	6226	CORP ADV DISB PAYEE 6083CIV 80001095699 DUE 8/31/11 S/F SC REF# 0001095699	2/10	169603.06	.00	9.15-	.00	.00	.00	9.15-26	
102	8/16/11	1499	2222P-Late Charge S/F	2/10	169603.06	.00	37.64	.00	.00	.00	.00	17.68 01
101	8/11/11	6226	CORP ADV DISB PAYEE 6108EJS # S/F HR REF#	2/10	169603.06	.00	240.00-	.00	.00	.00	240.00-26	
100	8/10/11	6226	CORP ADV DISB PAYEE 6108EJS 80001098463 DUE 8/10/11 S/F SC REF# 0001098463	2/10	169603.06	.00	90.00-	.00	.00	.00	90.00-26	
99	7/29/11	2626	CORP ADVANCE ADJUST S/F TR REF#	2/10	169603.06	.00	35.00-	.00	.00	.00	35.00-26	
98	7/29/11	2626	CORP ADVANCE ADJUST S/F TR REF#	2/10	169603.06	.00	180.00-	.00	.00	.00	180.00-26	
97	7/29/11	2626	CORP ADVANCE ADJUST S/F TR REF#	2/10	169603.06	.00	73.29-	.00	.00	.00	73.20-26	
96	7/29/11	2564	NON CASH FRG ADJ S/F TR REF#	2/10	169603.06	.00	527.15	.00	.00	.00	.00	527.15 01
95	7/29/11	1524	FORBARRANCE ADJ S/F TR REF#	2/10	169603.06	.00	95.00	.00	.00	.00	95.00 21	
94	7/29/11	1643	ESCRON ADJ S/F TR REF#	2/10	169603.06	.00	3651.64-	.00	.00	3652.64-	.00	
93	7/29/11	15	ESCRON ADVANCE S/F TR REF#	2/10	169603.06	3652.64	3652.64	.00	.00	3652.64	.00	
92	7/29/11	8199	NON CASH 474/0000001 S/F TR REF#	2/10	169603.06	.00	169603.06-	169603.06-	.00	.00	.00	
91	7/29/11	3199	QID TRV 429/0000001 S/F TR REF#	2/10	.00	.00	169603.06	169603.06	.00	.00	.00	
90	7/29/11	2664	NON CASH FRG ADJ S/F TR REF#	2/10	169603.06	.00	527.15-	.00	.00	.00	.00	527.15-01
89	7/29/11	2526	CORP ADVANCE ADJUST S/F TR REF#	2/10	169603.06	.00	35.00	.00	.00	.00	35.00 26	
88	7/29/11	2526	CORP ADVANCE ADJUST S/F TR REF#	2/10	169603.06	.00	180.00	.00	.00	.00	180.00 26	
87	7/29/11	2526	CORP ADVANCE ADJUST S/F TR REF#	2/10	169603.06	.00	73.20	.00	.00	.00	73.20 26	
86	7/29/11	1919	RECOVER ESCRON ADVANCE S/F TR REF#	2/10	169603.06	.00	3652.44-	.00	.00	3652.64-	.00	
85	7/29/11	2543	ESCRON ADJ S/F TR REF#	2/10	169603.06	3652.64	3652.64	.00	.00	3652.64	.00	
84	7/29/11	2624	FORBARRANCE ADJ S/F TR REF#	2/10	169603.06	.00	95.00-	.00	.00	.00	95.00-24	
83	7/19/11	6226	CORP ADV DISB PAYEE 6083CIV 80001096710 DUE 7/31/11 S/F SC REF# 0001096710	2/10	169603.06	.00	9.15-	.00	.00	.00	9.15-26	
82	7/18/11	1499	2222P-Late Charge S/F	2/10	169603.06	.00	37.64	.00	.00	.00	.00	17.68 01
81	6/27/11	6050	HAZARD SFR DISBURSED PAYEE 5006121 H06272011111 DUE 7/24/11 S/F HR REF# 06272011111	2/10	169603.06	.00	1570.92-	.00	.00	1570.92-	.00	

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10	6/27/11	1950	HAZARD SPR ADVANCE	2/10	169603.06	1570.92	1570.92	.00	.00	1570.92	.00
79	6/16/11	1499	2222F-Late Charge	2/10	169603.06	.00	37.68	.00	.00	.00	37.68 01
78	4/16/11	6226	CORP ADV DISB	2/10	169603.06	.00	9.15	.00	.00	.00	9.15-26
			PAYEE 60CSCIV #0001094049 DUE 6/30/11								
77	5/16/11	1499	2222F-Late Charge	2/10	169603.06	.00	37.68	.00	.00	.00	37.68 01
76	5/16/11	6226	CORP ADV DISB	2/10	169603.06	.00	9.15	.00	.00	.00	9.15-26
			PAYEE 60CSCIV #0001091092 DUE 5/31/11								
75	4/16/11	1499	2222F-Late Charge	2/10	169603.06	.00	37.68	.00	.00	.00	37.68 01
74	4/06/11	6226	CORP ADV DISB	2/10	169603.06	.00	9.15	.00	.00	.00	9.15-26
			PAYEE 60CSCIV #0001087093 DUE 4/15/11								
73	3/16/11	1499	2222F-Late Charge	2/10	169603.06	.00	37.68	.00	.00	.00	37.68 01
72	2/23/11	6226	CORP ADV DISB	2/10	169603.06	.00	9.15	.00	.00	.00	9.15-26
			PAYEE 60CSCIV #0001082128 DUE 2/28/11								
71	2/23/11	6226	CORP ADV DISB	2/10	169603.06	.00	9.15	.00	.00	.00	9.15-26
			PAYEE 60CSCIV #0001082128 DUE 2/28/11								
70	2/16/11	1499	2222F-Late Charge	2/10	169603.06	.00	37.68	.00	.00	.00	37.68 01
69	1/24/11	6226	CORP ADV DISB	2/10	169603.06	.00	35.00	.00	.00	.00	35.00-26
			PAYEE 61K0SEC # DUE 1/24/11								
68	1/17/11	1499	2222F-Late Charge	2/10	169603.06	.00	37.68	.00	.00	.00	37.68 01
67	1/17/11	6226	CORP ADV DISB	2/10	169603.06	.00	9.15	.00	.00	.00	9.15-26
			PAYEE 60CSCIV #0001073307 DUE 1/31/11								
66	1/13/11	1913	RECOVER ESCROW ADVANCE	2/10	169603.06	.00	58.00	.00	.00	58.00	.00
			Effective date: 1/12/11								
65	1/13/11	0296	PAYMENT	2/10	169603.06	54.00	1000.00	139.12	742.88	58.00	.00
			Effective date: 1/12/11 Int pd to: 1/01/10								
64	1/13/11	3324	PMT-FORFEIT RUSP	1/10	169802.18	.00	95.00	.00	.00	.00	95.00 24
			Effective date: 1/12/11								
63	12/16/10	1499	2222F-Late Charge	1/10	169802.18	.00	37.68	.00	.00	.00	37.68 01
62	12/13/10	6031	COUNTY TAX DISBURSED	1/10	169802.18	.00	979.25	.00	.00	979.25	.00
			PAYEE 31SCOH #0000598360 DUE 1/15/11								
61	12/13/10	1931	COUNTY TAX ADVANCE	1/10	169802.18	979.25	979.25	.00	.00	979.25	.00
			Effective date: 12/13/10								

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NR	DATE	CODE	DESCRIPTION	DUE	PRINCIPAL	ESCROW	PRINCIPAL	INTEREST	ESCROW	SUSPENSE/CO	43RV.TBES
LOAN#	CONTINUED										
60	11/30/10	1919	RECOVER ESCROW ADVANCE	1/10	169802.18	.00	153.63-	.00	.00	153.63-	.00
	Effective date: 11/16/10										
59	11/30/10	03	PAYMENT	1/10	169802.18	153.63	1095.63	198.25	743.75	153.63	.00
	Effective date: 11/16/10 Int pd to: 12/01/09										
58	11/30/10	2626	CORP ADVANCE ADJUST	12/09	170000.43	.00	180.00-	.00	.00	.00	180.00-26
	S/P TR REF#										
57	11/30/10	2626	CORP ADVANCE ADJUST	12/09	170000.43	.00	9.15-	.00	.00	.00	9.15-26
	S/P TR REF#										
56	11/30/10	2664	NON CASH FEE ADJ	12/09	170000.43	.00	225.71	.00	.00	.00	225.71 01
	S/P TR REF#										
55	11/30/10	2643	ESCROW ADJ	12/09	170000.43	.00	1314.10-	.00	.00	1314.10-	.00
	S/P TR REF#										
54	11/30/10	19	ESCROW ADVANCE	12/09	170000.43	1314.10	1314.10	.00	.00	1314.10	.00
	S/P TR REF#										
53	11/30/10	6193	NEW TRV 429/00000001	12/09	170000.43	.00	170000.43-	170000.43-	.00	.00	.00
	S/P TR REF#										
52	11/30/10	3199	OLD TRV 425/00000001	12/09	.00	.00	170000.43	170000.43	.00	.00	.00
	S/P TR REF#										
51	11/30/10	2664	NON CASH FEE ADJ	12/09	170000.43	.00	225.71-	.00	.00	.00	225.71-01
	S/P TR REF#										
50	11/30/10	2526	CORP ADVANCE ADJUST	12/09	170000.43	.00	180.00	.00	.00	.00	180.00 26
	S/P TR REF#										
49	11/30/10	2526	CORP ADVANCE ADJUST	12/09	170000.43	.00	9.15	.00	.00	.00	9.15 26
	S/P TR REF#										
48	11/30/10	1919	RECOVER ESCROW ADVANCE	12/09	170000.43	.00	1314.10-	.00	.00	1314.10-	.00
	S/P TR REF#										
47	11/30/10	2543	ESCROW ADJ	12/09	170000.43	1314.10	1314.10	.00	.00	1314.10	.00
	S/P TR REF#										
46	11/30/10	3102	REVERSAL (PRIOR DAY)	12/09	170000.43	.00	1095.63-	198.25-	743.75-	153.63-	.00
	Effective date: 11/26/10										
45	11/30/10	19	ESCROW ADVANCE	1/10	169802.18	153.63	153.63	.00	.00	153.63	.00
	Effective date: 11/26/10										
44	11/29/10	1919	RECOVER ESCROW ADVANCE	1/10	169802.18	.00	153.63-	.00	.00	153.63-	.00
	Effective date: 11/26/10										
43	11/29/10	03	PAYMENT	1/10	169802.18	153.63	1095.63	198.25	743.75	153.63	.00
	Effective date: 11/24/10 Int pd to: 12/01/09										
42	11/15/10	1499	ZZZZZ-Late Charges	12/09	170000.43	.00	37.68	.00	.00	.00	37.68 01
	S/P TR REF#										
41	10/18/10	2664	NON CASH FEE ADJ	12/09	170000.43	.00	37.68-	.00	.00	.00	37.68-01
	S/P TR REF#										
40	10/18/10	1499	ZZZZZ-Late Charges	12/09	170000.43	.00	37.68	.00	.00	.00	37.68 01
	S/P TR REF#										
39	10/13/10	1226	CORP ADV DISB	12/09	170000.43	.00	9.15-	.00	.00	.00	9.15-26
	PAYEE 60CBCEV 00001071172 DUE 10/15/10										
	S/P SC REF# 0001071172										

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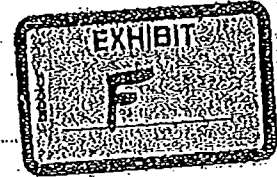
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---TRANSACTION---				NEXT	AFTER TRANS.	BALANCES-	TOTAL	APPLIED-----				HISC. PNTS
NBR	DATE	CODE	DESCRIPTION	DUE	PRINCIPAL	ESCROW	AMOUNT	PRINCIPAL	INTEREST	ESCROW	EXPENSE/CD	ESRV. FEES
LOXIII			CONTINUED									
38	10/04/10	2676	CORP ADV NOCASH ADJ	12/09	170000.43	.00	180.00-	.00	.00	.00	180.00-26	
			S/P LN REF									
37	7/17/09	1499	2221P-Late Charges	12/09	170000.43	.00	37.31	.00	.00	.00	.00	37.31 01
			S/P REF									
36	8/17/09	1499	2221P-Late Charges	12/09	170000.43	.00	37.68	.00	.00	.00	.00	37.68 01
			S/P REF									
35	9/17/09	1499	2221P-Late Charges	12/09	170000.43	.00	37.68	.00	.00	.00	.00	37.68 01
			S/P REF									
34	10/17/09	1499	2221P-Late Charges	12/09	170000.43	.00	37.68	.00	.00	.00	.00	37.68 01
			S/P REF									
33	11/17/09	1499	2221P-Late Charges	12/09	170000.43	.00	37.68	.00	.00	.00	.00	37.68 01
			S/P REF									
32	9/17/10	2664	NON CASH FEE ADJ	12/09	170000.43	.00	37.68-	.00	.00	.00	.00	37.68-01
			S/P KC REF									
31	8/17/10	2664	NON CASH FEE ADJ	12/09	170000.43	.00	37.68-	.00	.00	.00	.00	37.68-01
			S/P KC REF									
30	7/17/10	2664	NON CASH FEE ADJ	12/09	170000.43	.00	37.68-	.00	.00	.00	.00	37.68-01
			S/P KC REF									
29	6/17/10	2664	NON CASH FEE ADJ	12/09	170000.43	.00	37.68-	.00	.00	.00	.00	37.68-01
			S/P KC REF									
28	5/17/10	2664	NON CASH FEE ADJ	12/09	170000.43	.00	37.68-	.00	.00	.00	.00	37.68-01
			S/P KC REF									
27	4/17/10	2664	NON CASH FEE ADJ	12/09	170000.43	.00	37.68-	.00	.00	.00	.00	37.68-01
			S/P KC REF									
26	3/17/10	2664	NON CASH FEE ADJ	12/09	170000.43	.00	37.68-	.00	.00	.00	.00	37.68-01
			S/P KC REF									
25	2/17/10	2664	NON CASH FEE ADJ	12/09	170000.43	.00	37.68-	.00	.00	.00	.00	37.68-01
			S/P KC REF									
24	1/17/10	2664	NON CASH FEE ADJ	12/09	170000.43	.00	37.68-	.00	.00	.00	.00	37.68-01
			S/P KC REF									
23	12/17/09	2664	NON CASH FEE ADJ	12/09	170000.43	.00	37.68-	.00	.00	.00	.00	37.68-01
			S/P KC REF									
22	9/17/10	1499	2221P-Late Charges	12/09	170000.43	.00	37.68	.00	.00	.00	.00	37.68 01
			S/P REF									
21	8/17/10	1499	2221P-Late Charges	12/09	170000.43	.00	37.68	.00	.00	.00	.00	37.68 01
			S/P REF									
20	7/17/10	1499	2221P-Late Charges	12/09	170000.43	.00	37.68	.00	.00	.00	.00	37.68 01
			S/P REF									
19	6/17/10	1499	2221P-Late Charges	12/09	170000.43	.00	37.68	.00	.00	.00	.00	37.68 01
			S/P REF									
18	5/17/10	1499	2221P-Late Charges	12/09	170000.43	.00	37.68	.00	.00	.00	.00	37.68 01
			S/P REF									
17	4/17/10	1499	2221P-Late Charges	12/09	170000.43	.00	37.68	.00	.00	.00	.00	37.68 01
			S/P REF									
16	3/17/10	1499	2221P-Late Charges	12/09	170000.43	.00	37.68	.00	.00	.00	.00	37.68 01
			S/P REF									
15	2/17/10	1499	2221P-Late Charges	12/09	170000.43	.00	37.68	.00	.00	.00	.00	37.68 01
			S/P REF									
14	1/17/10	1499	2221P-Late Charges	12/09	170000.43	.00	37.68	.00	.00	.00	.00	37.68 01
			S/P REF									
13	12/17/09	1499	2221P-Late Charges	12/09	170000.43	.00	37.68	.00	.00	.00	.00	37.68 01

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NO	DATE	CODE	DESCRIPTION-----	DUE	PRINCIPAL	ESCRON	AMOUNT	PRINCIPAL	INTEREST	ESCRON	SURPRISE/CD	ISSU.FEES
LONI			CONTINUED									
		S/P	REF#									
12	10/04/10	2693	ESCRON NOCASH ADV	12/09	170000.43	.00	1314.10-	.00	.00	1314.10-	.00	
	Effective date: 9/01/10											
		S/P	LA REF#									
11	10/04/10	13	ESCRON ADVANCE	12/09	170000.43	1314.30	1314.10	.00	.00	1314.10	.00	
	Effective date: 9/01/10											
		S/P	LA REF#									
10	10/04/10	8103	VRH LONI NOCASH	12/09	170000.43	.00	170000.43-	170000.43-	.00	.00	.00	
	Effective date: 9/01/10											
		S/P	LA REF#									
								TOTALS + + +				
								184806.98-14116.82				



AMS SERVICING, LLC
3374 Walden Avenue, Suite 120
Depew, NY 14043

01-31-14

Cornell Riley
100 Madison Ave
Ladson SC 29456

Loan Number: [REDACTED]
Loan Servicer: AMS Servicing, LLC
Loan Investor: The Bank of New York Mellon Trust Company, N.A.
not in its individual capacity but solely as Trustee
on behalf of the FDIC 2013-N1 Asset Trust

Dear Mortgagor(s):

Our records indicate that your loan is in default and you have breached the terms of the Mortgage, Security Deed or Deed of Trust securing the loan.

Under the terms of the mortgage you are hereby notified of the following:

1. You are in default because you have failed to pay the required monthly installments commencing with the payment due 06-01-13, including late charges and fees incurred or paid on your behalf.
2. As of 01-31-14, principal, interest, escrow, late fees, and additional fees in the amount of \$ 11,616.17 is past due.
3. Action required to cure default: The total amount set forth in paragraph 2 and all monthly installments, fees and other charges, which become due or are paid on your behalf after the date of this notice, must be paid in entirety.
4. If you fail to cure the default within 30 days from the date of this notice, AMS Servicing, LLC intends to accelerate the maturity of the loan, terminate your credit line (if the loan provides for revolving advances), declare all sums secured by the mortgage immediately due and payable and may commence foreclosure proceedings. If this occurs, AMS Servicing, LLC will be entitled to collect the expenses incurred in pursuing the remedies provided in the mortgage document, as permitted by applicable law. This may include, but is not limited to, reasonable foreclosure/attorney's fees and costs of title evidence.
5. If permitted by applicable law, or by the terms of your note/mortgage, you have the right to reinstate after acceleration; you also have the right to bring a court action to dispute the existence of a default, or any other defense to acceleration, foreclosure, and sale.

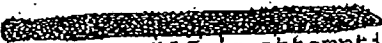
6. The total amount due is required and should be remitted to:
- | | |
|--------------------|-----------------------------|
| Regular Mail: | Overnight Mail: |
| AMS SERVICING, LLC | AMS SERVICING, LLC |
| P.O. Box 454 | 3374 Walden Avenue, Ste 120 |
| Depew, NY 14043 | Depew, NY 14043 |

7. If you are unable to pay the amount past due, AMS Servicing, LLC has a variety of programs which may help you resolve your default. In order to determine if you qualify for assistance, please contact our Call Center at (866) 919-5608. Our staff is available Monday through Thursday 8:15 am to 10:00 pm and Friday 8:15 am to 10:00 pm Eastern time.
8. While the loan remains in default, we will perform certain tasks to protect our interest in the property, including property inspections at regular intervals during the default period. Inspections are completed to determine the property condition and occupancy status. You can anticipate that any costs incurred by AMS Servicing, LLC will be added to the total amount owed.

AMS Servicing, LLC does not offer homeownership counseling services to borrowers. Such counseling is available through a variety of non-profit organizations experienced in homeownership counseling and are approved by the Secretary of Housing and Urban Development. A listing of such organizations may be obtained by calling (800) 569-4287.

Please be advised that AMS Servicing, LLC demands strict and complete compliance with the terms of the note and the mortgage, including prompt payment of each monthly installment and/or balloon payment when due. Any previous mutual departure from the contract terms, including but not limited to the acceptance of a delinquent installment and the allowance of reinstatement, shall not constitute a modification or quasi-modification of the existing terms of the note and mortgage. AMS Servicing, LLC intends to rely upon/enforce all terms of the Note and Mortgage.

California Customers: The State Rosenthal Fair Debt Collection Practices Act and the Federal Fair Debt Collection Practices Act requires, that except under unusual circumstances, Collectors may not contact you before 8:00 am or after 9:00 pm. They may not harass you by using threats of violence or arrest, or by using obscene language. Collectors may not use false or misleading statements or call you at work if they have been advised that you cannot accept personal calls at your place of employment. Collectors may not disclose information about your debt unless that party is an authorized party. Collectors may contact another party in order to confirm your location or enforce a judgment. For more information about debt collection practices, please contact the Federal Trade Commission toll free at (877) FTC-HELP or visit their website at WWW.FTC.GOV.


AMS Servicing, LLC is attempting to collect a debt and any information obtained will be used for that purpose. We may report information about your account status to credit bureaus. Late payments, missed payments or other defaults on your account may be reflected on your credit report. If you have received a discharge from the Bankruptcy Court, you are not personally liable for payment of the loan and this notice is for compliance and informational purposes only. AMS Servicing, LLC, however, still has the right under the Mortgage to foreclose on the property.

With Regards,

Collections/Loan Mitigation Department
AMS SERVICING, LLC
DQ142-008-P1G

AMS Servicing, LLC
3374 Walden Avenue, Suite 120
Depew, NY 14043

March 25, 2014

CORNELL RILEY
100 MADISON AVE
LADSON SC 29456

Re: [REDACTED]

Property Address:
100 MADISON AVE
LADSON SC 29456

Dear Mortgagor(s):

Our records indicate that your account is over forty (40) days past due. In order to bring the account current, \$14,106.77 is owed. As of 03-25-14, a total of 10 payments are due. The total amount due including principal, interest, escrow (if applicable), late fees, NSF/other fees and advances due under the terms of your loan documents is itemized below.

Total PITI	\$	11,901.90
Late Fees	\$	790.02
Other Fees	\$	.00
NSF Fees	\$	10.00
Recoverable Corporate Advance	\$	1,462.60
Suspense	\$	<u>(57.75)</u>
Total Due	\$	14,106.77

Please include your loan number and property address with your remittance of funds to:

Regular Mail:
AMS SERVICING, LLC
P.O. Box 454
Depew, NY 14043

Overnight Mail:
AMS SERVICING, LLC
3374 Walden Avenue, Ste 120
Depew, NY 14043

We would like to help you avoid a very serious situation. If the payments due are not received you run the risk of having a foreclosure action commenced and you could lose your home. Additionally, a deficiency judgment could be sought against you to hold you responsible for any losses that might result. Please let us help you prevent this situation from becoming more serious by calling 1-866-919-5608 immediately. Our Call Center is available Monday through Thursday 8:15 a.m. to 10:00 p.m. and Friday from 8:15 a.m. to 5:00 p.m. Eastern Standard Time.

We want to help you keep your home. If you missed your mortgage payments because of a condition beyond your control (such as illness, loss of your job, or some other serious condition that temporarily made it impossible for you to make your payments) please let us know. We do have some special programs available designed to assist mortgagors who desire to retain their property, as well as alternatives for those who can no longer afford their property.

The following options may be possible:

1. Repayment Plan: This provides for the reinstatement of your loan by allowing you to make scheduled payments towards the delinquent amount in addition to your regular payment.
2. Special Forbearance to Modification: This plan allows you to make a monthly payment that is

affordable to you for a period of three (3) months. Upon completion of this plan we may agree to modify your loan and capitalize (add) the delinquency to the current loan balance.

PLEASE BE ADVISED THAT NOT ALL LOANS ARE ELIGIBLE FOR A LOAN MODIFICATION.

3. **Short Sale:** This allows for the sale of the mortgaged property when the fair market value of your property is less than the total amount due to pay-off your mortgage. If your property is listed for sale now or you intend to list the property, please have your real estate agent contact us. We can work together in an effort to procure a sale on your property.
4. **Deed In Lieu of Foreclosure:** This plan allows the borrower to voluntarily give the deed (or title) to the property back to the mortgagee (lender) in order to avoid foreclosure. We can discuss the restrictions of this plan when you call us.

Please be aware that not all options may be available to you. This is not an offer and there is no guarantee that one of these options will be approved. Upon receipt of a complete financial package we will be better able to assist in determining which option is appropriate for your circumstance.

Please read enclosure entitled "Avoiding Foreclosure" which provides helpful information on counseling services available as well as answering many questions commonly asked.

You may also visit us online at www.ams-servicing.com to process your one-line payment and request additional information.

AMS Servicing, LLC has language access services for homeowners with limited English proficiency. This is an important notice concerning your right to live in our home. Seek assistance in having it translated at once.

Servicios AMS, LLC ha lenguaje acceso a servicios para los propietarios de casas con conocimientos limitados del Inglés. Esta es una nota de importación con respecto a su derecho a vivir en su casa. Buscar asistencia para que se traduzca en una vez.

Sincerely,
AMS Servicing, LLC

-Important Message- Colorado Residents Only

You also have the option of contacting an in-state representative working on behalf of AMS Servicing, LLC:

Colorado Manager, Inc. 50 Garden Center, Suite 3, Broomfield, CO 80020.
Phone number: (303) 920-4763

-Important Message- Homeownership Counseling

The U.S. Department of Housing and Urban Development (HUD) sponsors housing counseling agencies designed to help homeowners avoid losing their homes. To obtain a list of HUD approved counseling agencies, please call (800) 569-4287 or visit www.hud.gov. The Federal Information Relay Service number of (800) 877-8339 may be used for mortgagors who may need a Telecommunication Device for the Deaf (TDD).

AMS Servicing, LLC is attempting to collect a debt and any information obtained will be used for that purpose. 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 have received a discharge from the bankruptcy court, you are not personally liable for payment of the loan and this notice is for compliance and informational purposes only. However, AMS Servicing, LLC still has the right under the mortgage to foreclose on the property.



FEDERAL HOUSING ADMINISTRATION

SHOULD I BE AWARE OF ANYTHING ELSE?

Several of foreclosure prevention services may be provided by organizations with official sounding names offering a quick fix to your mortgage problems. They often charge hefty fees or require that you temporarily sign over your deed to them. Remember—solutions that sound too good to be true usually are. These precautions will help you avoid being taken by a scam artist.

1. Never give any information confidentially understood.
 2. Consult with a lawyer prior to entering into a loan or HUD approved home counseling service.
 3. Investigate any claim involving loan assumption or control of title in order of the deed to your home.
 4. If you can avoid your current mortgage, don't be pulled into one with a new loan with a higher payment.
- To find a HUD approved servicer visit:
1-800-569-4257 or TDD 1-800-877-5539.

WHAT IS FHA?

The Federal Housing Administration is part of the U.S. Department of Housing and Urban Development (HUD). FHA provides mortgage insurance to lenders who originate mortgage loans to individuals and families throughout the United States and territories. The FHA mortgage insurance enables improved mortgages to provide home loans to borrowers who might not otherwise qualify for other mortgage loan financing. FHA borrowers are often first-time homebuyers, moderate income families or folks who can't afford a large down payment.

To learn more about FHA programs, please visit www.hud.gov/fha or contact the

FHA Resource Center

1-800-CALL-FHA (1-800-225-5342)

Federally Insured Always There!

U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT

FEDERAL HOUSING ADMINISTRATION

451 SEVENTH STREET S.W.

WASHINGTON, D.C. 20410



MAKING HOME AFFORDABLE
1-888-995-HOPE

HUD-2008-5-FHA
April 2012



FEDERAL HOUSING ADMINISTRATION

SAVE YOUR HOME Tips to Avoid Foreclosure



www.hud.gov/fha
1-800-CALL-FHA
(1-800-225-5342)



FHA—BUILDING COMMUNITIES BY INSURING THE AMERICAN DREAM OF HOME OWNERSHIP FOR MILLIONS OF PEOPLE SINCE 1954

HELP! I CAN'T MAKE MY MORTGAGE PAYMENT.

Every day thousands of people like you have trouble making the next mortgage payment. Though things may seem hopeless, help is available. However, you need to take the first step! If you ignore the problem, you may lose your home to foreclosure, possibly affecting your ability to qualify for credit or to rent another home.

WHAT SHOULD I DO?

1. Contact your lender right away. You can find a contact number on your mortgage statement. When you call, be prepared to explain:

- ✓ Why you are unable to make your payment.
- ✓ Whether the problem is temporary or permanent.
- ✓ Details about your income, expenses, and other assets like cash in the bank.

2. If you are uncomfortable talking to your lender, a HUD-approved housing counseling agency can help you understand your options. These services are free of charge.

3. Open all of the mail you receive from your lender. It contains valuable information about repayment options. Later mail may have important legal notices. Failing to read the mail will not prevent a foreclosure action.

4. Look for ways to increase the amount you have available to make your mortgage payments. Can you cancel cable TV, pack lunches, or get a part-time job? While these actions may not replace all of your lost income, they send a strong message to your lender that you are serious about keeping your home.

NOTHING IS WORSE THAN DOING NOTHING!

WHAT OPTIONS WILL I HAVE TO KEEP MY HOME?

FHA provides, as part of its insurance contract with lenders, loan mitigation actions the lender can initiate and take, when appropriate, to reduce financial losses on loans in default. Your lender needs information from you to fully evaluate these options. If you want to keep your home, talk to your lender about available workout options for home retention. While the options listed here are for borrowers with FHA-insured loans, most lenders offer similar workout plans designed to help you keep your home.

Special Forbearance. Your lender may provide for a temporary reduction or suspension of your payments to allow you time to overcome the problem that reduced your income. Then you may be offered a payment plan so you can pay back the missed payments a little at a time until you are caught up. An extended forbearance period may be provided to unemployed borrowers who are actively seeking employment.

Mortgage Modification. A modification is a permanent change to your loan through which the overdue payments may be added to your loan balance, the interest rate may be changed or the number of years you have to pay off the loan may be extended.

Partial Claim. In a Partial Claim, a borrower receives a second loan in an amount necessary to bring the delinquent loan current. The loan is interest free and does not need to be repaid until you pay off your first mortgage or sell your house. This option is only available to borrowers with FHA-insured loans. However, if you have a conventional loan, ask your lender if they offer an "advance claim."

FHA-Home Affordable Modification Program (FHA-HAMP). This option combines an enhanced partial claim with a loan modification. Under the HAMP, the partial claim loan will not only include any amounts necessary to bring your mortgage current, but

also include an amount to reduce your existing loan balance by up to 30%. The reduced loan balance will then be included in lower your monthly mortgage payment to an affordable level. As described above, the partial claim loan is interest free, but must be repaid when you pay off your first mortgage or sell your house.

To qualify for any of these options, you will need to provide your lender with current information about your income and expenses. Also, your lender may require that you agree to a payment plan for three or more months to demonstrate your commitment before you are approved for a modification or partial claim.

WHAT OPTIONS DO I HAVE IF I CAN'T KEEP MY HOME?

If your income or expenses have changed so much that you are not able to continue paying the mortgage even under a workout plan offered by your lender, you should consider the options below.

Pre-foreclosure sale. With your lender's permission, you can offer your house for sale and sell it at a fair market value. Even if the amount you receive from the sale is less than the amount you owe, if you meet certain conditions, you may be eligible to receive relocation expenses.

Deed-in-lieu of foreclosure. As a last resort, you may be able to voluntarily give your property back to your lender. You will leave the property clear and undamaged; you may be eligible to receive relocation expenses.

There could be income tax consequences to any plan that reduces the amount of debt you owe. Check with a tax advisor before accepting these workout options.

Contact FHA. Struggling homeowners with FHA-insured loans can get assistance by contacting HUD's National Services Center at (877) 622-8525. Persons with hearing or speech impairments may reach this number via TDD (800) 877-8339 or calling (800) 877-8339.

Beware of Scams That Sound Too Good To Be True. It Usually Is.
Report mortgage fraud. Call 1-800-547-2755.

STATE OF SOUTH CAROLINA

COUNTY OF DORCHESTER

The Bank of New York Mellon Trust Company,
N.A, not in its individual capacity but solely as
trustee on behalf of the FDIC 2013-N1 Asset
Trust,

PLAINTIFF,

vs.

Cornell Riley,

DEFENDANT.

IN THE COURT OF COMMON PLEAS

CASE NO: 2014-CP-18-1007

CERTIFICATE OF SERVICE

RECEIVED

JUN 30 2016

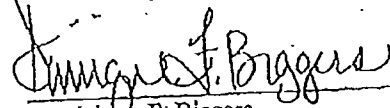
SC Court of Appeals

The undersigned states that on March 26, 2015, she caused a true and correct copy of *Plaintiff's Affidavit in Support of Motion for Summary Judgment* to be served upon the party identified below by facsimile and United States mail, proper postage affixed and addressed as follows:

Via Regular and Certified Mail R.R.R.

Cornell Riley
100 Madison Ave.
Ladson, South Carolina 29456
Defendant Pro Se

PINKBL LAW FIRM LLC



Dominique F. Biggers
Post Office Box 41489
Charleston, South Carolina 29423
Tel: (843) 577-5460
Facsimile: (843) 577-5135
Litigation Paralegal

THE STATE OF SOUTH CAROLINA
In the Court of Appeals

APPEAL FROM DORCHESTER COUNTY
Court of Common Pleas

Diane S. Goodstein, Circuit Court Judge

Appellate Case No. 2015-001543

The Bank of New York Mellon Trust Company, N.A.,
not in its individual capacity but solely as trustee on behalf of the
FDIC 2013-N1 Asset Trust,

Respondent,

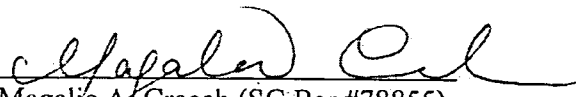
v.

Cornell Riley,

Appellant.

CERTIFICATE OF COUNSEL

I certify that *Respondent's Supplemental Record* contains all material proposed to be included by Respondent and not any other material.


Magalie A. Creech (SC Bar #78855)
FINKEL LAW FIRM LLC
Post Office Box 41489
Charleston, South Carolina 29423
Telephone: (843) 577-5460
Facsimile: (866) 800-7954
mcreech@finkellaw.com
Attorney for Respondent

June 10, 2016

RECEIVED

JUN 30 2016

SC Court of Appeals