24542

THE STATE OF SOUTH CAROLINA
In the Court of Appeals

APPEAL FROM RICHLAND COUNTY
Court of Common Pleas
Joseph F. Strickland, Master in Equity Judge

Case No. 2018-00251

South State Bank, Respondent,

v.

Sand Dollar 31, LLC, and Rhonda Meisner,

of whom Rhonda Meisner is Appellant.

RECORD ON APPEAL VOLUME II

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SC Court of Appeals

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CERTIFICATE

I certify that the foregoing transcript, consisting of 24 pages, is a true, accurate and complete transcript of the hearing taken before me, Robin K. Reibold, the undersigned Court Reporter. This hearing was held without a jury before The Honorable Joseph M. Strickland, Master in Equity for Richland County, on April 25, 2012, in the within-captioned case.

Said hearing was reported using the method of Stenomask with backup and was transcribed by me.

November 20, 2012

ROBIN K. REIBOLD
MY COMMISSION EXPIRES: 4-28-2021

Official Court Reporter
Master in Equity, Richland County
1701 Main Street – Post Office Box 192 (29202)
Columbia, South Carolina 29201

STATE OF SOUTH CAROLINA

COUNTY OF RICHLAND

SCBT, N. A.,

Plaintiff,

v.

Sand Dollar 31, LLC; Rhonda Meisner;

Defendant(s).

IN THE COURT OF COMMON PLEAS

DOCKET NO. 11-CP-40-6317

JUDGMENT OF FORECLOSURE AND SALE
Deficiency Judgment Demanded against Sand Dollar 31, LLC and Rhonda Meisner

(016555-00040)

Teri K. Stomski, Esquire
Attorney for the Plaintiff

Glenn E. Bowens
Attorney for the Defendants

RICHLAND COUNTY
FILED
2012 MAY 16 AM 10:54
JEANETTE W. McBRIDE
C.C.P. & G.S.

A hearing was held April 25, 2012 at 10:00 am. Evidence was presented, which is reported herewith, and from the evidence, I find and conclude as follows:

FINDINGS OF FACT:

1. The Lis Pendens was filed on September 22, 2011. The amended Lis Pendens was filed on September 27, 2011.

2. The Summons and Complaint were filed on September 22, 2011. The amended Summons and Complaint were filed on September 27, 2011.

3. Service was made upon all Defendant(s) as shown by the proof(s) of service filed herein.

4. The Defendant(s) Sand Dollar 31, LLC and Rhonda Meisner, answered and filed a counterclaim to which Plaintiff timely responded with an answer.

5. The Defendant(s) Rhonda Meisner, is not in the Military Service of the United States of America, as contemplated under The Servicemembers Civil Relief Act, 50 U.S.C. § 501 et. seq. as shown by affidavit, certificate or order filed herein.

6. No Defendant raised any issues related to Plaintiff's standing to prosecute this

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action.

7. Attorney for the Plaintiff has fully complied with the South Carolina Supreme Court Administrative Order 2011-05-02-01 dated May 2, 2011 and this is not an owner-occupied dwelling.

8. All Pro Se Defendant(s) and all attorneys of record were notified of the time, date, and place of the hearing by letter and certificate of mailing of record herein.

9. Sand Dollar 31, LLC for value received, made, executed and delivered a(n) Balloon Note dated July 24, 2006 promising thereby to pay to Plaintiff or its predecessor the sum of $31,140.00 with interest at 8.5% per annum. Other terms and conditions are stated in the Balloon Note, of record herein.

10. To better secure the payment of the Balloon Note described above, Sand Dollar 31, LLC, made, executed, and delivered to a certain real estate Mortgage in writing, dated July 24, 2006 covering real property in Richland County, which is the same as that described in the Complaint. This Mortgage was filed on August 16, 2006, and is of record in the Office of RMC/ROD in Book 1218 at page 2100.

11. To better secure the payment of the Balloon Note described above Rhonda Meisner executed and delivered a Guaranty in favor of Plaintiff or its predecessor in interest, its successors and assigns dated July 24, 2006.

12. This Mortgage constitutes a Priority lien on the subject property, subject only to ad valorem taxes or other liens/taxes given priority by statute.

13. Plaintiff has the legal right to enforce the negotiable instrument secured by the Mortgage and is the real party in interest as defined by Rule 17(a) of the South Carolina Rules of Civil Procedure.

14. Any notice required by the terms of the Mortgage or by state or federal statutes has been given to the applicable defendant(s) prior to the commencement of this action.

15. Payment due on the Balloon Note has not been made as provided for therein, and the Plaintiff, as the holder or nominee for the holder, thereof, has elected to require immediate payment of the entire amount due thereon and has placed the Balloon Note and Mortgage in the hands of the attorney herein for collection by foreclosure.

16. The sum of $6,000.00 is a reasonable fee to allow Plaintiff's counsel for services performed and anticipated to be performed until final adjudication of this action, under the terms of the Balloon Note and Mortgage. This fee is likewise reasonable based on the time necessarily devoted to representation of Plaintiff during the several month course of these proceedings. The services of

counsel performed for Plaintiff, which include the number and types of pleadings and documents prepared, the incumbent liabilities, and the difficulties involved in this particular case also support the fee awarded. The fee is also reasonable given the professional standing of Plaintiff's counsel and their experience in handling foreclosure matters. The fee awarded herein is also reasonable in light of the fees customarily awarded by this court for similar services in this locality. Moreover, the efforts of Plaintiff's counsel have had the beneficial result of a prompt foreclosure of the Mortgage. Services anticipated to be performed until final adjudication contemplate completion of this matter within a reasonable time and does not include exceptional circumstances delaying conclusion beyond the normal time. Plaintiff has advanced $3,321.00 to its counsel as partial payment of the attorney fee and this amount appears in Plaintiff's advances.

17. According to Plaintiff's accounting, after all payments received by Plaintiff have been credited to the subject loan, the amount due and owing on the Balloon Note, with interest at the rate provided in the Balloon Note, advances made by Plaintiff, and other costs and expenses of the action, including a reasonable attorney fee, all secured by the Balloon Note and Mortgage, is as follows:

(a)	Principal due November 30, 2010	$48,698.20
(b)	Interest from October 31, 2010 through April 25, 2012 at 8.5% per annum	$6,237.50
(c)	Allowable Advances (Escrow advances, corporate charges, paid attorney fees, paid costs and expenses from the foreclosure action, and/or other charges)	$4303.80
(d)	Outstanding Costs of collection prior to hearing (service, filing, etc.)	$0.00
(e)	Title Abstract Search	$0.00
(f)	Attorney fee (awarded herein, but unpaid)	$2,679.00
(g)	Taxes	$1,681.42
(h)	Allowable Late Charges	$135.00
	TOTAL debt secured by Balloon Note and Mortgage, including interest to date shown	$63,734.92

Interest shall accrue to the above stated "Total Debt" after the date of judgment at the rate of 8.5% per annum (pursuant to the terms of the Balloon Note and Mortgage). Accrued interest shall be added to the "Total Debt" and shall comprise the amount of the Plaintiff's debt secured by the Mortgage through the date to which such interest is computed.

18. Plaintiff is seeking the usual foreclosure of the mortgage and has expressly demanded the right to a personal or deficiency judgment pursuant to S.C. Code Ann. §29-3-660 demanded against Sand Dollar 31, LLC and Rhonda Meisner The Plaintiff may waive any of its rights, including its right to a personal or deficiency judgment, at any time prior to the foreclosure sale..

19. Plaintiff is seeking to obtain reformation of the Deed as to correct the name of the Grantee on the Deed. The Defendants admitted Plaintiff's allegations seeking reformation of the grantee name in the deed. Based on this and all evidence presented, I find the intended grantee name is Sand Dollar 31, LLC, and therefore Plaintiff is entitled to reformation of the deed to correct the Grantee's name.

20. The following Defendant(s) may claim a subordinate lien upon or subordinate legal interest in the subject property and in the event there is a surplus from the sale of the subject property, these Defendant(s) may present through any such lien or legal interest a claim to the surplus at a hearing subsequent to the sale, in accordance with Rule 71(c) South Carolina Rules of Civil Procedure. The said Defendant(s) and such liens or legal interests are as follows:

a. None

21. Plaintiff stipulated that it would not challenge a petition by Defendants Sand Dollar 31, LLC and/or Rhonda Meisner pursuant to SC Code §§29-3-660-29-3-760.

IT IS THEREFORE ORDERED:

22. There is due on the Balloon Note and Mortgage set forth in the Complaint the sum of $63,734.92, as set out in the Findings of Fact supra, together with interest at the rate provided therein on the balance of principal from the date aforesaid to the date hereof.

23. The Subject Deed is hereby ordered reformed to correct the name of the Grantee to read as described in Paragraph 19 of this Judgment of Foreclosure and Sale, and the RMC/ROD is hereby directed to annotate the indices accordingly so as to give notice in the public records.

24. Plaintiff shall have judgment demanded against Sand Dollar 31, LLC and Rhonda Meisner The Plaintiff may waive any of its rights, including its right to a personal or deficiency judgment, at any time prior to the foreclosure sale.

25. The amount due in the preceding paragraph (the "Final Total Debt" as set out in the Findings of Fact *supra*) shall accrue interest at the rate of the respective note rate(s) per annum and

together with such interest shall constitute the total judgment debt due Plaintiff.

26. The amount of the judgment shall be subject to increase to permit Plaintiff to recover additional costs, commissions, and expenses not included in the minimum deposit previously made in compliance with S.C. Code Ann. §14-11-310 (1976). It may also increase to include supplemental compensation for attorneys' services not contemplated by the initial fee award. Jurisdiction over the fee award and total debt is reserved to facilitate the assessment and payment of any such costs or supplemental compensation.

27. The Defendant(s) liable for the aforesaid judgment debt of the Balloon Note and Mortgage including interest at the rate of 8.5% per annum shall pay on or before the date of sale of the property hereinafter described, to Plaintiff or Plaintiff's attorney the amount of Plaintiff's debt as aforesaid, including with the costs and disbursements of this action.

28. On default of payment at or before the time of the sale of the property, the mortgaged property described hereinafter shall be sold by the below signed Master in Equity or Special Referee or other court-appointed or designated agent or auctioneer at public auction at the Richland County Courthouse, in the City of Columbia, and State of South Carolina on a sales day determined by the below signed Master in Equity or Special Referee, on the following terms:

a. For cash or its equivalent: An immediate deposit of 5% is required on the amount of the bid . The deposit will be applied to the purchase price when total compliance is made. In the event compliance is not made, the deposit shall be forfeited without further hearing and applied first to costs and expense of the action and then to plaintiff's debt. Should the successful bidder at the regularly conducted sale fail or refuse either to make the required deposit at time of bid or to comply with the other terms of the bid within 20 days, then the property may be re-sold on the same terms and conditions on the same or some subsequent sales day and at the risk of the defaulting bidder.

b. Interest on the balance of the bid after the deposit is applied shall be paid through the day of compliance at the note rate of 8.5%.

c. The sale shall be subject to taxes and assessments, existing easements and restrictions, and any other senior encumbrances.

d. Purchaser shall pay for any statutory commission on sale from the proceeds of the final bid amount.

e. Purchaser to pay for deed preparation, costs of recording the deed and the satisfaction of mortgage, and transfer taxes on the deed.

f. Purchaser shall be entitled to possession of the premises only after Purchaser fully complies with the bid amount and a deed is issued by the Master in Equity or

Special Referee.

29. Personal or deficiency judgment having been demanded, the sale will remain open for thirty (30) days pursuant to S.C. Code Ann. Sec. 15-39-720 (1976).

30. Plaintiff may waive any of its rights, including its right to a deficiency judgment in accordance with Rule 71, of the South Carolina Rules of Civil Procedure, prior to sale

31. The Master in Equity will give notice of the time and place of the sale by advertisement according to law and the terms thereof by advertisement according to law and will execute to the Purchaser a deed to the property sold. Plaintiff or any other party to this action may become a purchaser at such sale. If, upon such sale being made, the Purchaser should fail to comply with the terms thereof within 30 days after date of sale, then the Master in Equity may advertise the said premises for sale on the next or some other subsequent sales day at the risk of the highest bidder and so from time to time thereafter until a full compliance shall be secured.

32. If Plaintiff is the successful bidder at the said sale for a sum not exceeding the amount of costs and expenses of the sale, plus the indebtedness of Plaintiff in full, Plaintiff may pay to the Master in Equity only the amount of the costs and expenses crediting the balance of the bid on Plaintiff's indebtedness.

33. The Master in Equity will apply the proceeds of the sale as follows:

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

NEXT: To the payment to Plaintiff or Plaintiff's attorney of the amount of Plaintiff's debt and interest (including a reasonable attorney fee) or so much thereof as the purchase money will pay on the same; After crediting the proceeds of sale, net of any commission on sale, an Order for Deficiency Judgment shall be entered without further notice or hearing.

NEXT: Any surplus should be held pending further Order of this court.

34. In the event the successful bidder is someone other than the Defendant(s) in possession of the subject property, the Sheriff of Richland County is ordered and directed to eject and remove from the property the occupant(s) of the property sold, together with all personal property located thereon, and put the successful bidder or his assigns in full, quiet, and peaceable possession of said property without delay, and to keep said successful bidder or his assigns in such peaceable possession.

35. In the event the successful bidder is other than the Defendant(s) in possession of the subject property and the occupants have voluntarily vacated the property or have been ejected from the property leaving furnishings, fixtures and items not subject to Plaintiff's Mortgage in said property, the Purchaser is authorized to remove from the property all furnishings, fixtures and items not subject to

the lien of Plaintiff's Mortgage. The personal property, being deemed abandoned, shall be removed by the Purchaser or its agents from the subject property by placing said personal property on the public street or highway or by any other means.

36. The Defendant(s) named herein, and all persons whosoever claiming under Defendant(s), is forever barred and foreclosed of all right, title, interest, equity of redemption or lien in the said mortgaged property so sold, or any part thereof.

37. In accordance with Rule 77(d), of the South Carolina Rules of Civil Procedure, the Clerk of Court shall serve a notice of entry of this Judgment of Foreclosure upon all parties not in default for failure to appear in this action.

38. The deed of conveyance made pursuant to the foreclosure sale shall contain the names of only the first-named Plaintiff and the first-named Defendant(s), and the Defendant(s) who was/were the titleholder(s) of the mortgaged property at the time of the filing of the notice of pendency of the within action, and the name of the grantee. The Register of Deeds/Clerk of Court is authorized to omit from the indices pertaining to such conveyance the names of all parties not contained in said deed.

39. The undersigned will retain jurisdiction to do all necessary acts incident to this foreclosure including, but not limited to, the issuance of a Writ of Assistance.

40. The following is a description of the property herein ordered to be sold:

All that certain piece, parcel or lot of land with improvements thereon situate, lying and being on the eastern side of Linden Street, in or near the Town of Eau Claire in the County of Richland, State of South Carolina; said lot being composed of and embracing Lot No. 12, 13 and 14 in Block 6 upon a plat of College View Subdivision, prepared by surveyors Clodfelder and Schisler, dated August-September, 1927 and recorded in Plat Book F at page 24. TMS# 09313-03-21.

This being the same property conveyed to Sand Dollar 31, LLC by that deed of Master of Equity for Richland County by deed dated July 20, 2006 and recorded August 2, 2006 in Record Book 1213 at page 554

TMS: 09313-03-21
Property Address: 4824 Linden Street
Columbia, SC 29203

Joseph M. Strickland
Master in Equity

May 14, 2012
Columbia, South Carolina

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STATE OF SOUTH CAROLINA COUNTY OF RICHLAND SCBT, N. A., Plaintiff, v. Sand Dollar 31, LLC; Rhonda Meisner; Defendant(s).	IN THE COURT OF COMMON PLEAS DOCKET NO. 11-CP-40-6318 JUDGMENT OF FORECLOSURE AND SALE Deficiency Judgment Demanded against Sand Dollar 31, LLC and Rhonda Meisner

(016555-00039)

RICHLAND COUNTY FILED
2012 MAY 16 AM 10:55
JEANETTE W. McBRIDE C.C.P. & G.S.

Teri K. Stomski, Esquire
Attorney for the Plaintiff

Glenn E. Bowens
Attorney for the Defendants

A hearing was held April 25, 2012 at 10:00 am. Evidence was presented, which is reported herewith, and from the evidence, I find and conclude as follows:

FINDINGS OF FACT:

1. The Lis Pendens was filed on September 22, 2011. The amended Lis Pendens was filed on September 27, 2011.

2. The Summons and Complaint were filed on September 22, 2011. The amended Summons and Complaint were filed on September 27, 2011.

3. Service was made upon all Defendant(s) as shown by the proof(s) of service filed herein.

4. The Defendant(s) Sand Dollar 31, LLC and Rhonda Meisner, answered and filed a counterclaim to which Plaintiff timely responded with an answer.

5. The Defendant(s) Rhonda Meisner, is not in the Military Service of the United States of America, as contemplated under The Servicemembers Civil Relief Act, 50 U.S.C. § 501 et. seq. as shown by affidavit, certificate or order filed herein.

6. No Defendant raised any issues related to Plaintiff's standing to prosecute this

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action.

7. Attorney for the Plaintiff has fully complied with the South Carolina Supreme Court Administrative Order 2011-05-02-01 dated May 2, 2011 and this is not an owner-occupied dwelling.

8. All Pro Se Defendant(s) and all attorneys of record were notified of the time, date, and place of the hearing by letter and certificate of mailing of record herein.

9. Sand Dollar 31, LLC for value received, made, executed and delivered a(n) Balloon Note dated July 24, 2006 promising thereby to pay to Plaintiff or its predecessor the sum of $36,00.00 with interest at 8.5% per annum. Other terms and conditions are stated in the Balloon Note, of record herein.

10. To better secure the payment of the Balloon Note described above, Sand Dollar 31, LLC, made, executed, and delivered to a certain real estate Mortgage in writing, dated July 24, 2006 covering real property in Richland County, which is the same as that described in the Complaint. This Mortgage was filed on August 4, 2005, and is of record in the Office of RMC/ROD in Book 1214 at page 2023.

11. To better secure the payment of the Balloon Note described above Rhonda Meisner executed and delivered a Guaranty in favor of Plaintiff or its predecessor in interest, its successors and assigns dated July 24, 2006.

12. This Mortgage constitutes a Priority lien on the subject property, subject only to ad valorem taxes or other liens/taxes given priority by statute.

13. Plaintiff has the legal right to enforce the negotiable instrument secured by the Mortgage and is the real party in interest as defined by Rule 17(a) of the South Carolina Rules of Civil Procedure.

14. Any notice required by the terms of the Mortgage or by state or federal statutes has been given to the applicable defendant(s) prior to the commencement of this action.

15. Payment due on the Balloon Note has not been made as provided for therein, and the Plaintiff, as the holder or nominee for the holder, thereof, has elected to require immediate payment of the entire amount due thereon and has placed the Balloon Note and Mortgage in the hands of the attorney herein for collection by foreclosure.

16. The sum of $8,000.00 is a reasonable fee to allow Plaintiff's counsel for services performed and anticipated to be performed until final adjudication of this action, under the terms of the Balloon Note and Mortgage. This fee is likewise reasonable based on the time necessarily devoted to representation of Plaintiff during the several month course of these proceedings. The services of

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counsel performed for Plaintiff, which include the number and types of pleadings and documents prepared, the incumbent liabilities, and the difficulties involved in this particular case also support the fee awarded. The fee is also reasonable given the professional standing of Plaintiff's counsel and their experience in handling foreclosure matters. The fee awarded herein is also reasonable in light of the fees customarily awarded by this court for similar services in this locality. Moreover, the efforts of Plaintiff's counsel have had the beneficial result of a prompt foreclosure of the Mortgage. Services anticipated to be performed until final adjudication contemplate completion of this matter within a reasonable time and does not include exceptional circumstances delaying conclusion beyond the normal time. Plaintiff has advanced $4,924.00 to its counsel as partial payment of the attorney fee and this amount appears in Plaintiff's advances.

17. According to Plaintiff's accounting, after all payments received by Plaintiff have been credited to the subject loan, the amount due and owing on the Balloon Note, with interest at the rate provided in the Balloon Note, advances made by Plaintiff, and other costs and expenses of the action, including a reasonable attorney fee, all secured by the Balloon Note and Mortgage, is as follows:

(a)	Principal due July 25, 2011	$31,535.04
(b)	Interest from December 25, 2010 through April 25, 2012 at 8.5% per annum	$2,270.83
(c)	Allowable Advances (Escrow advances, corporate charges, paid attorney fees, paid costs and expenses from the foreclosure action, and/or other charges)	$6,263.60
(d)	Outstanding Costs of collection prior to hearing (service, filing, etc.)	$0.00
(e)	Title Abstract Search	$0.00
(f)	Attorney fee (awarded herein, but unpaid)	$3,0760.00
(g)	Allowable Late Charges	$74.98
	TOTAL debt secured by Balloon Note and Mortgage, including interest to date shown	$43,220.45

Interest shall accrue to the above stated "Total Debt" after the date of judgment at the rate of 8.5% per annum (pursuant to the terms of the Balloon Note and Mortgage). Accrued interest shall be added to the "Total Debt" and shall comprise the amount of the Plaintiff's debt secured by the Mortgage through the date to which such interest is computed.

18. Plaintiff is seeking the usual foreclosure of the mortgage and has expressly

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demanded the right to a personal or deficiency judgment pursuant to S.C. Code Ann. §29-3-660 demanded against Sand Dollar 31, LLC and Rhonda Meisner. The Plaintiff may waive any of its rights, including its right to a personal or deficiency judgment, at any time prior to the foreclosure sale.

19. The Plaintiff has alleged it is entitled to a declaratory judgment that the mobile home on the subject property is subject to its first mortgage lien as an improvement to the secured real property. The Defendant admitted the Plaintiff's allegations in their Answer and furthermore, the Plaintiff's allegations are supported by the evidence presented on its behalf. Based upon the above, I find the intent of the parties at the closing of the Plaintiff's first mortgage was for the mobile home to be subject to the lien of the Plaintiff's first mortgage, in addition to the raw land, as an improvement to the real property and I conclude, therefore, that the Plaintiff is entitled to a declaratory judgment that the mobile home is subject to the first lien of the Plaintiff's first mortgage.

20. Plaintiff is seeking to obtain reformation of the Deed as to correct the name of the Grantee on the Deed. The Defendants admitted Plaintiff's allegations seeking reformation of the grantee name in the deed and based on this and all evidence presented, I find the intended grantee name is Sand Dollar 31, LLC, and therefore Plaintiff is entitled to reformation of the deed to correct the Grantee's name.

21. The following Defendant(s) may claim a subordinate lien upon or subordinate legal interest in the subject property and in the event there is a surplus from the sale of the subject property, these Defendant(s) may present through any such lien or legal interest a claim to the surplus at a hearing subsequent to the sale, in accordance with Rule 71(c) South Carolina Rules of Civil Procedure. The said Defendant(s) and such liens or legal interests are as follows:

a. None

22. Plaintiff stipulated that it would not challenge a petition by Defendants Sand Dollar 31, LLC and/or Rhonda Meisner pursuant to SC Code §§29-3-660-29-3-760.

IT IS THEREFORE ORDERED:

23. There is due on the Balloon Note and Mortgage set forth in the Complaint the sum of $43,220.45, as set out in the Findings of Fact supra, together with interest at the rate provided therein on the balance of principal from the date aforesaid to the date hereof.

24. Pursuant to S.C. Code Ann. § 15-53-20. et seq. the Plaintiff is entitled to a

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Declaratory Judgment that the mobile/manufactured home of Defendant(s) is an improvement to the property which is the subject of this action and is therefore subject to the lien of the Plaintiff's first mortgage. As such, any judicial sale of the subject property in this case shall include the mobile home as an improvement to the real property. Pursuant to S.C. Code Ann. § 56-19-390, following the sale, the South Carolina Department of Motor Vehicles, shall issue a Certificate of Title to the mobile/manufactured home to the successful purchaser, or its successors or assigns at the foreclosure sale.

25. The Subject Deed is hereby ordered reformed to correct the name of the Grantee to read as described in Paragraph 20 of this Judgment of Foreclosure and Sale, and the RMC/ROD is hereby directed to annotate the indices accordingly so as to give notice in the public records.

26. Plaintiff shall have judgment demanded against Sand Dollar 31, LLC and Rhonda Meisner. The Plaintiff may waive any of its rights, including its right to a personal or deficiency judgment, at any time prior to the foreclosure sale.

27. The amount due in the preceding paragraph (the "Final Total Debt" as set out in the Findings of Fact *supra*) shall accrue interest at the rate of the respective note rate(s) per annum and together with such interest shall constitute the total judgment debt due Plaintiff.

28. The amount of the judgment shall be subject to increase to permit Plaintiff to recover additional costs, commissions, and expenses not included in the minimum deposit previously made in compliance with S.C. Code Ann. §14-11-310 (1976). It may also increase to include supplemental compensation for attorneys' services not contemplated by the initial fee award. Jurisdiction over the fee award and total debt is reserved to facilitate the assessment and payment of any such costs or supplemental compensation.

29. The Defendant(s) liable for the aforesaid judgment debt of the Balloon Note and Mortgage including interest at the rate of 8.5% per annum shall pay on or before the date of sale of the property hereinafter described, to Plaintiff or Plaintiff's attorney the amount of Plaintiff's debt as aforesaid, including with the costs and disbursements of this action.

30. On default of payment at or before the time of the sale of the property, the mortgaged property described hereinafter shall be sold by the below signed Master in Equity or Special Referee or other court-appointed or designated agent or auctioneer at public auction at the Richland County Courthouse, in the City of Columbia, and State of South Carolina on a sales day determined by the below signed Master in Equity or Special Referee, on the following terms:

a. For cash or its equivalent: An immediate deposit of 5% is required on the amount of the bid . The deposit will be applied to the purchase price when total compliance is made. In the event compliance is not made, the deposit shall be forfeited without further

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hearing and applied first to costs and expense of the action and then to plaintiff's debt. Should the successful bidder at the regularly conducted sale fail or refuse either to make the required deposit at time of bid or to comply with the other terms of the bid within 20 days, then the property may be re-sold on the same terms and conditions on the same or some subsequent sales day and at the risk of the defaulting bidder.

b. Interest on the balance of the bid after the deposit is applied shall be paid through the day of compliance at the note rate of 8.5%.

c. The sale shall be subject to taxes and assessments, existing easements and restrictions, and any other senior encumbrances.

d. Purchaser shall pay for any statutory commission on sale from the proceeds of the final bid amount.

e. Purchaser to pay for deed preparation, costs of recording the deed and the satisfaction of mortgage, and transfer taxes on the deed.

f. Purchaser shall be entitled to possession of the premises only after Purchaser fully complies with the bid amount and a deed is issued by the Master in Equity or Special Referee.

31. Personal or deficiency judgment having been demanded, the sale will remain open for thirty (30) days pursuant to S.C. Code Ann. Sec. 15-39-720 (1976).

32. Plaintiff may waive any of its rights, including its right to a deficiency judgment in accordance with Rule 71, of the South Carolina Rules of Civil Procedure, prior to sale

33. The Master in Equity will give notice of the time and place of the sale by advertisement according to law and the terms thereof by advertisement according to law and will execute to the Purchaser a deed to the property sold. Plaintiff or any other party to this action may become a purchaser at such sale. If, upon such sale being made, the Purchaser should fail to comply with the terms thereof within 30 days after date of sale, then the Master in Equity may advertise the said premises for sale on the next or some other subsequent sales day at the risk of the highest bidder and so from time to time thereafter until a full compliance shall be secured.

34. If Plaintiff is the successful bidder at the said sale for a sum not exceeding the amount of costs and expenses of the sale, plus the indebtedness of Plaintiff in full, Plaintiff may pay to the Master in Equity only the amount of the costs and expenses crediting the balance of the bid on Plaintiff's indebtedness.

35. The Master in Equity will apply the proceeds of the sale as follows:

5/4

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

NEXT: To the payment to Plaintiff or Plaintiff's attorney of the amount of Plaintiff's debt and interest (including a reasonable attorney fee) or so much thereof as the purchase money will pay on the same; After crediting the proceeds of sale, net of any commission on sale, an Order for Deficiency Judgment shall be entered without further notice or hearing.

NEXT: Any surplus should be held pending further Order of this court.

36. In the event the successful bidder is someone other than the Defendant(s) in possession of the subject property, the Sheriff of Richland County is ordered and directed to eject and remove from the property the occupant(s) of the property sold, together with all personal property located thereon, and put the successful bidder or his assigns in full, quiet, and peaceable possession of said property without delay, and to keep said successful bidder or his assigns in such peaceable possession.

37. In the event the successful bidder is other than the Defendant(s) in possession of the subject property and the occupants have voluntarily vacated the property or have been ejected from the property leaving furnishings, fixtures and items not subject to Plaintiff's Mortgage in said property, the Purchaser is authorized to remove from the property all furnishings, fixtures and items not subject to the lien of Plaintiff's Mortgage. The personal property, being deemed abandoned, shall be removed by the Purchaser or its agents from the subject property by placing said personal property on the public street or highway or by any other means.

38. The Defendant(s) named herein, and all persons whosoever claiming under Defendant(s), is forever barred and foreclosed of all right, title, interest, equity of redemption or lien in the said mortgaged property so sold, or any part thereof.

39. In accordance with Rule 77(d), of the South Carolina Rules of Civil Procedure, the Clerk of Court shall serve a notice of entry of this Judgment of Foreclosure upon all parties not in default for failure to appear in this action.

40. The deed of conveyance made pursuant to the foreclosure sale shall contain the names of only the first-named Plaintiff and the first-named Defendant(s), and the Defendant(s) who was/were the titleholder(s) of the mortgaged property at the time of the filing of the notice of pendency of the within action, and the name of the grantee. The Register of Deeds/Clerk of Court is authorized to omit from the indices pertaining to such conveyance the names of all parties not contained in said deed.

41. The undersigned will retain jurisdiction to do all necessary acts incident to this foreclosure including, but not limited to, the issuance of a Writ of Assistance.

42. The following is a description of the property herein ordered to be sold:

All that piece, parcel or tract of land, containing .22 acres, more or less, situate, lying and being on the Southwestern side of U.S. Highway No 321, about twelve miles North of the City of Columbia, in the County of Richland, State of South Carolina, being a part of the property shown and delineated on a plat prepared for Joseph C. Byrd, Jr. and Doris V. Byrd by R.E Collingwood, Jr., dated January 1, 1964 and recorded in the office of the Register of Deeds for Richland County in Plat Book "U" at page 90 and being more fully described on a plat prepared for Charles L. Duffie by Robert E. Collingwood, Jr. dated August 15, 1968 recorded December 2, 1968 in Plat Book 34 at Page 3, Office of the Register of Deeds for Richland County and according to said latter survey of the property having the following measurements and boundaries, to wit: On the North-east by U.S. Highway 321, and fronting thereon Eighty-five (85')...feet, then at right angles turning and running in a Southernly direction for On Hundred Fifty (154') feet to U.S. Highway 321.

All that piece, parcel or lot of land, containing .051 acres, more or less, situate, lying and being on the Southwestern side of U.S. Highway No. 321, about twelve miles North of the City of Columbia, in the County of Richland, State of South Carolina, being the identical property shown and delineated on a plat prepared for Charles L. Duffie by Henry 2. Duffie, Jr., Registered Land Surveyor dated the 9th day of April 1976, the said property being bounded on the Northeast by U.S Highway No. 321, and fronting thereon fifteen (15') feet; then turning at right angles and running in a southerly direction for One hundred forty-eight and five-tenths (148.5') feet; then turning at a right angels and running in an easterly direction for fifteen (15') feet; then turning and running at right angles in a northeasterly direction for a distance of one hundred fifty (50') feet to the point of commencement.

This is the property conveyed to Sand Dollar 31, LLC by deed of Charles L. Duffie dated March 1, 2006, recorded March 3, 2006 in Record Book 1157 at page 3375.

TMS: 10100-01-012

Property Address: 8391 Winnsboro Road
Blythewood, SC 29016

Joseph M. Strickland
Master in Equity

May 14, 2012
Columbia, South Carolina

516

STATE OF SOUTH CAROLINA)
)
COUNTY OF RICHLAND)

IN THE COURT OF COMMON PLEAS
JR Number 2011-CP-40-6317

SCBT, N.A.,

Plaintiff (s),

vs.

Sand Dollar 31, LLC; Rhonda Meisner;

Defendant (s).

Master's Report on Sale and Disbursements
and
Order of Confirmation

Pursuant to Rule 71, SCRCP
(Public Sale)

FILED
C.C.P. & G.S.
2012 AUG -8 PM 2:40

1. Pursuant to Order of Court and after due notice and advertisement, I sold subject property to:
   (a) the Plaintiff for the sum of $ ---------, that amount being the highest bid made on Sales Day, July 5, 2012. The Plaintiff thereafter paid only the costs as provided in said Order and became the grantee/assigned its bid to ----------.
   (b) the highest bidder on Sales Day, Kevin Nowell as agent for Rhonda Meisner, for the sum of $ 25,001.00. The successful bidder thereafter complied with the bid, as provided for in said Order, and became the grantee/ assigned the bid to ----------.
2. That I have executed and delivered to said grantee a good and sufficient deed of conveyance of said property.
3. I have received and disbursed the costs as set out on the attached Statement of Disbursements which resulted in the disbursement of proceeds of sale/a surplus of $ ----------, notice of which is being sent to all parties who may wish to apply for said surplus, pursuant to Rule 71(c), SCRCP.

IS THEREFORE ORDERED that the said sale and the Master's Report on Sale and Disbursements are hereby confirmed as a judgment of this Court.

Aug. 8, 2012

JOSEPH M. STRICKLAND
Master in Equity for Richland County

517
455

MASTER IN EQUITY
STATEMENT OF DISBURSEMENTS

JR# 7/23/12

C.A.# **2011-CP-40-6317**

SCBT vs. Sand Dollar 31, LLC, et al.	**Disbursements**	**Receipts**
AMOUNT OF BID $25,001.00		
Reference Fee		**$125.00**
5% of Bid		**$1,250.05**
Balance of Costs		**$23,867.35**
Clerk		
Master's Agent		
Advertising Sale		
Master's costs – R. C. Treasurer	**$375.01**	
Court Reporter		
Revenue Stamps, State		
Revenue Stamps, County		
Guardian ad Litem Fee		
Fee of Attorney Under Order of Court (Military Service)		
Recording Deed		
Taxes – State and County		
Attorney's Disbursement and/or Fee		
Total Debt $63,734.92		
Amount available for credit due Teri Stomski Attorney for SCBT, $24,867.39.	**$24,867.39**	
Total Costs	**$25,242.40**	
Surplus Funds	**$**	
TOTALS	**$25,242.40**	**$25,242.40**

518 456

STATE OF SOUTH CAROLINA)
)
COUNTY OF RICHLAND)

IN THE COURT OF COMMON PLEAS
JR Number 2011-CP-40-6318

SCBT, N.A.,

Plaintiff (s),

vs.

Sand Dollar 31, LLC; Rhonda Meisner;

Defendant (s).

Master's Report on Sale and Disbursements
and
Order of Confirmation

Pursuant to Rule 71, SCRCP
(Public Sale)

FILED IN RICHLAND COUNTY, S.C.
2012 AUG -8 AM 10:42

1. Pursuant to Order of Court and after due notice and advertisement, I sold subject property to:
   (a) the Plaintiff for the sum of $ ----------, that amount being the highest bid made on Sales Day, July 5, 2012. The Plaintiff thereafter paid only the costs as provided in said Order and became the grantee/assigned its bid to ----------.
   (b) the highest bidder on Sales Day, Kevin Nowell as agent for Rhonda Meisner, for the sum of $ 10,501.00. The successful bidder thereafter complied with the bid, as provided for in said Order, and became the grantee/ assigned the bid to ----------.
2. That I have executed and delivered to said grantee a good and sufficient deed of conveyance of said property.
3. I have received and disbursed the costs as set out on the attached Statement of Disbursements which resulted in the disbursement of proceeds of sale/a surplus of $ ----------, notice of which is being sent to all parties who may wish to apply for said surplus, pursuant to Rule 71(c), SCRCP.

IS THEREFORE ORDERED that the said sale and the Master's Report on Sale and Disbursements are hereby confirmed as a judgment of this Court.

Aug. 8, 2012

JOSEPH M. STRICKLAND
Master in Equity for Richland County

519

MASTER IN EQUITY
STATEMENT OF DISBURSEMENTS

JR# 7/23/12

C.A.# 2011-CP-40-6318

SCBT vs. Sand Dollar 31, LLC, et al.	Disbursements	Receipts
AMOUNT OF BID $10,501.00		
Reference Fee		**$125.00**
5% of Bid		**$551.95**
Balance of Costs		**$9,997.85**
Clerk		
Master's Agent		
Advertising Sale		
Master's costs – R. C. Treasurer	**$230.01**	
Court Reporter		
Revenue Stamps, State		
Revenue Stamps, County		
Guardian ad Litem Fee		
Fee of Attorney Under Order of Court (Military Service)		
Recording Deed		
Taxes – State and County		
Attorney's Disbursement and/or Fee		
Total Debt $43,220.45		
Amount available for credit due Teri Stomski Attorney for SCBT, $10,444.79	**$10,444.79**	
Total Costs	**$10,674.80**	
Surplus Funds	**$**	
TOTALS	**$10,674.80**	**$10,674.80**

520

STATE OF SOUTH CAROLINA)
COUNTY OF Richland)

IN THE COURT OF COMMON PLEAS
____JUDICIAL CIRCUIT

CASE NO.: 11 -CP- 40 - 6318

SCBT, NA)
Plaintiff,)
vs.)
Sonddollar 31, LLC,)
Defendant.)

MOTION AND ORDER INFORMATION FORM AND COVERSHEET

Plaintiff's Attorney:	Defendant's Attorney:
Teri Stanski, Bar No. ____	Glenn Bowens, Bar No 70870
Address: 200 Executive Center Dr.	Address: PO Box 424 Winnsboro SC 29180
Phone: 771-7900 Fax 343-7017	Phone: 803-714-7766 Fax 914-5551
E-mail: teri.stanski@rtlaw.com Other:	E-mail: Other:

☐ **MOTION HEARING REQUESTED (attach written motion and complete SECTIONS I and III)**
☐ **FORM MOTION, NO HEARING REQUESTED (complete SECTIONS II and III)**
☐ **PROPOSED ORDER/CONSENT ORDER (complete SECTIONS II and III)**

SECTION I: Hearing Information

Nature of Motion: Petition for Appraisal
Estimated Time Needed: 15-30 minutes Court Reporter Needed: ☑ YES/☐ NO

SECTION II: Motion/Order Type

☑ Written motion attached
☐ Form Motion/Order

I hereby move for relief or action by the court as set forth in the attached proposed order.

Rhonda L Mesne
Signature of ~~Attorney~~ for ☐ Plaintiff / ☑ Defendant

7/31, 20 12
Date submitted

SECTION III: Motion Fee

☑ PAID – AMOUNT: $ 25.00
☐ EXEMPT: (check reason)
- ☐ Rule to Show Cause in Child or Spousal Support
- ☐ Domestic Abuse or Abuse and Neglect
- ☐ Indigent Status ☐ State Agency v. Indigent Party
- ☐ Sexually Violent Predator Act ☐ Post-Conviction Relief
- ☐ Motion for Stay in Bankruptcy
- ☐ Motion for Publication ☐ Motion for Execution (Rule 69, SCRCP)
- ☐ Proposed order submitted at request of the court; or, reduced to writing from motion made in open court per judge's instructions
  Name of Court Reporter: ____
- ☐ Other:

JUDGE'S SECTION

☐ Motion Fee to be paid upon filing of the attached order.
☐ Other:

JUDGE CODE ____
Date: ____, 20

CLERK'S VERIFICATION

Collected by: mettz Date Filed: 7/31, 20 12

☐ MOTION FEE COLLECTED: $ ____
☐ CONTESTED – AMOUNT DUE: $ ____

SCCA 233 (11/2003)

521

STATE OF SOUTH CAROLINA COUNTY OF RICHLAND SCBT, N.A., Plaintiff, v. Sand Dollar 31, LLC; Rhonda Meisner, Defendants.	IN THE COURT OF COMMON PLEAS DOCKET NO. 11-CP-40-6318 PETITION FOR APPRASIAL S.C. Code § 29-3-680 *et. seq.*

2012 JUL 31 PM 4:26

Pursuant to South Carolina Code §29-3-680 *et. seq.* the real estate subject to the Plaintiff's foreclosure action has been foreclosed upon by Joseph Strickland, Master in Equity for Richland County, with final sale held on July 5, 2012, in which a deficiency judgment against the Defendants, Sand Dollar 31, LLC and Rhonda Meisner, was sought; now comes the Defendants in this matter, and makes application within thirty (30) days after the sale of said mortgaged property, applying by verified petition to the Clerk of Court for Richland County, which is the County in which the Decree and Order for Sale was taken, for an Order of Appraisal of said property which is hereby listed as follows:

Brief Legal Description of Real Estate:

All that piece, parcel or tract of land, containing .22 acres, more or less, situate, lying and being on the Southwestern side of U.S. Highway No 321, about twelve miles North of the City of Columbia, in the County of Richland, State of South Carolina, being a part of the property shown and delineated on a plat prepared for Joseph C. Byrd, Jr. and Doris V. Byrd by R.E Collingwood, Jr., dated January 1, 1964 and recorded in the office of the Register of Deeds for Richland County in Plat Book "U" at page 90 and being more fully described on a plat prepared for Charles L. Duffie by Robert E. Collingwood, Jr. dated August 15, 1968 recorded December 2, 1968 in Plat Book 34 at Page 3, Office of the Register of Deeds for Richland County and according to said latter survey of the property having the following measurements and boundaries, to wit: On the North-east by U.S. Highway 321, and fronting thereon Eighty-five (85')...feet, then at right angles turning and running in a Southernly direction for On Hundred Fifty (154') feet to U.S. Highway 321.

All that piece, parcel or lot of land, containing .051 acres, more or less, situate, lying and being on the Southwestern side of U.S. Highway No. 321, about twelve miles North of the City of Columbia, in the County of Richland, State of South Carolina, being the identical property shown and delineated on a plat prepared for Charles L. Duffie by Henry 2. Duffie, Jr., Registered Land Surveyor dated the 9th day of April 1976, the said property being bounded on the Northeast by U.S Highway No. 321, and fronting thereon fifteen (15') feet; then turning at right angles and running in a southerly direction for One hundred forty-eight and five-tenths (148.5') feet; then turning at a right angels and running in an easterly direction for fifteen (15') feet; then turning and running at right angles in a northeasterly direction for a distance of one hundred fifty (50') feet to the point of commencement.

This is the property conveyed to Sand Dollar 31, LLC by deed of Charles L. Duffie dated March 1, 2006, recorded March 3, 2006 in Record Book 1157 at page 3375.

TMS: 10100-01-012

Property Address: 8391 Winnsboro Road
Blythewood, SC 29016

522

PERSONALLY appeared before me, Rhonda Meisner who, being duly sworn, deposes and says as follows:

1. That Pursuant to §29-3-680 the Defendant is timely requesting an order of appraisal in the above-filed action.

2. That pursuant to §29-3-710, the Court appoint Angela Buckley from Certified Appraisal Services, PO Box 938 Lugoff, S.C. 29078 (803) 714-9911, as one designated appraiser for the Petitioner.

3. That upon information and belief the mortgaged property was sold for a figure significantly beneath its appraised value and is thereby subject to §29-3-740, which states that the amount for which the property was sold beneath its appraised value should be deducted from the amount of any deficiency judgment.

4. That pursuant to §29-3-740, the return of the appraisers shall be filed and recorded by the Clerk of Court as a judgment of the Court.

Rhonda Meisner, Affiant/Defendant

SWORN to before me this 31 day of July, 2012.

NOTARY PUBLIC FOR SOUTH CAROLINA
My Commission Expires: 7-23-2017

JENNIE S. SHARPE
NOTARY
PUBLIC
SOUTH CAROLINA

STATE OF SOUTH CAROLINA
COUNTY OF RICHLAND

SCBT, N.A.,

Plaintiff,

v.

Sand Dollar 31, LLC; Rhonda Meisner,

Defendants.

IN THE COURT OF COMMON PLEAS
DOCKET NO. 11-CP-40-6318

CERTIFICATE OF SERVICE

2012 JUL 31 PM 4:26
JEANNIE W. McBRIDE
C.C.P. & G.S.
FILED

I, Rhonda Meisner, do hereby certify that I have this day served a copy of the foregoing **Petition for Appraisal** in connection with the above referenced case by placing a copy of the same in the United States Mail, postage prepaid, to the following Address:

Rogers Townsend & Thomas, PC
ATTN: Teri Stomski
220 Executive Center Dr.
Columbia, SC 29210

This the 31st Day of July 2012 A.D.

Rhonda Meisner

524

STATE OF SOUTH CAROLINA)
COUNTY OF Richland)
SCBT, NA)
Plaintiff,)
vs.)
Scaddolan3140; Rhonda Mesna)
Defendant.)

IN THE COURT OF COMMON PLEAS
___ JUDICIAL CIRCUIT
CASE NO.: 11 -CP- 40 - 6317

MOTION AND ORDER INFORMATION FORM AND COVERSHEET

Plaintiff's Attorney:	Defendant's Attorney:
Teri Stomski, Bar No. ____	Glenn Bowens, Bar No ____
Address: 220 Executive Center Drive	Address:
Phone: 771-7900 Fax 343-7017	Phone: 714-7766 Fax 714-5551
E-mail: teri.stomski@ff-law.com Other:	E-mail: Other:

☐ **MOTION HEARING REQUESTED (attach written motion and complete SECTIONS I and III)**
☐ **FORM MOTION, NO HEARING REQUESTED (complete SECTIONS II and III)**
☐ **PROPOSED ORDER/CONSENT ORDER (complete SECTIONS II and III)**

SECTION I: Hearing Information

Nature of Motion: Petition for Appraisal
Estimated Time Needed: 15-30 minutes Court Reporter Needed: ☑ YES/ ☐ NO

SECTION II: Motion/Order Type

☑ Written motion attached
☐ Form Motion/Order

I hereby move for relief or action by the court as set forth in the attached proposed order.

Rhonda L Mesna
Signature of ~~Attorney~~ for ☐ Plaintiff / ☑ Defendant

7/31/2012
Date submitted

FILED
2012 JUL 31 PM 4:24
JEANETTE W. McBRIDE
C.C.P. & G.S.
RICHLAND COUNTY

SECTION III: Motion Fee

☐ PAID – AMOUNT: $ ____
☐ EXEMPT: (check reason)
- ☐ Rule to Show Cause in Child or Spousal Support
- ☐ Domestic Abuse or Abuse and Neglect
- ☐ Indigent Status ☐ State Agency v. Indigent Party
- ☐ Sexually Violent Predator Act ☐ Post-Conviction Relief
- ☐ Motion for Stay in Bankruptcy
- ☐ Motion for Publication ☐ Motion for Execution (Rule 69, SCRCP)
- ☐ Proposed order submitted at request of the court; or, reduced to writing from motion made in open court per judge's instructions
  Name of Court Reporter: ____
- ☐ Other: ____

JUDGE'S SECTION

☐ Motion Fee to be paid upon filing of the attached order.
☐ Other: ____

JUDGE CODE ____
Date: ____, 20

CLERK'S VERIFICATION

Collected by: mells Date Filed: 7/31, 20 12

☐ MOTION FEE COLLECTED: $ ____
☐ CONTESTED – AMOUNT DUE: $ ____

SCCA 233 (11/2003)

555
459

SCANNED

STATE OF SOUTH CAROLINA COUNTY OF RICHLAND SCBT, N.A., Plaintiff, v. Sand Dollar 31, LLC; Rhonda Meisner, Defendants.	IN THE COURT OF COMMON PLEAS DOCKET NO. 11-CP-40-6317 PETITION FOR APPRASIAL S.C. Code § 29-3-680 *et. seq.*

RICHLAND COUNTY
FILED
2012 JUL 31 PM 4:24
JEANETTE W. McBRIDE
C.C.P. & G.S.

Pursuant to South Carolina Code §29-3-680 *et. seq.* the real estate subject to the Plaintiff's foreclosure action has been foreclosed upon by Joseph Strickland, Master in Equity for Richland County, with final sale held on July 5, 2012, in which a deficiency judgment against the Defendants, Sand Dollar 31, LLC and Rhonda Meisner, was sought; now comes the Defendants in this matter, and makes application within thirty (30) days after the sale of said mortgaged property, applying by verified petition to the Clerk of Court for Richland County, which is the County in which the Decree and Order for Sale was taken, for an Order of Appraisal of said property which is hereby listed as follows:

Brief Legal Description of Real Estate:

All that certain piece, parcel or lot of land with improvements thereon situate, lying and being on the eastern side of Linden Street, in or near the Town of Eau Claire in the County of Richland, State of South Carolina; said lot being composed of and embracing Lot No. 12, 13 and 14 in Block 6 upon a plat of College View Subdivision, prepared by surveyors Clodfelder and Schisler, dated August-September, 1927 and recorded in Plat Book F at page 24. TMS# 09313-03-21.

This being the same property conveyed to Sand Dollar 31, LLC by that deed of Master of Equity for Richland County by deed dated July 20, 2006 and recorded August 2, 2006 in Record Book 1213 at page 554

TMS: 09313-03-21
Property Address: 4824 Linden Street
Columbia, SC 29203

526
458

PERSONALLY appeared before me, Rhonda Meisner who, being duly sworn, deposes and says as follows:

1. That Pursuant to §29-3-680 the Defendant is timely requesting an order of appraisal in the above-filed action.

2. That pursuant to §29-3-710, the Court appoint Angela Buckley from Certified Appraisal Services, PO Box 938 Lugoff, S.C. 29078 (803) 714-9911, as one designated appraiser for the Petitioner.

3. That upon information and belief the mortgaged property was sold for a figure significantly beneath its appraised value and is thereby subject to §29-3-740, which states that the amount for which the property was sold beneath its appraised value should be deducted from the amount of any deficiency judgment.

4. That pursuant to §29-3-740, the return of the appraisers shall be filed and recorded by the Clerk of Court as a judgment of the Court.

Rhonda L Meisner

Rhonda Meisner, Affiant/Defendant

SWORN to before me this 31st day of July, 2012.

Jennie S. Sharpe

NOTARY PUBLIC FOR SOUTH CAROLINA
My Commission Expires: 7-23-2017

JENNIE S. SHARPE
NOTARY
PUBLIC
SOUTH CAROLINA

527
~~459~~

STATE OF SOUTH CAROLINA
COUNTY OF RICHLAND

SCBT, N.A.,

Plaintiff,

v.

Sand Dollar 31, LLC; Rhonda Meisner,

Defendants.

IN THE COURT OF COMMON PLEAS
DOCKET NO. 11-CP-40-6317

CERTIFICATE OF SERVICE

RICHLAND COUNTY
FILED
2012 JUL 31 PM 4:24
JEANETTE W. McBRIDE
C.C.P. & G.S.

I, Rhonda Meisner, do hereby certify that I have this day served a copy of the foregoing **Petition for Appraisal** in connection with the above referenced case by placing a copy of the same in the United States Mail, postage prepaid, to the following Address:

Rogers Townsend & Thomas, PC
ATTN: Teri Stomski
220 Executive Center Dr.
Columbia, SC 29210

This the 31st Day of July 2012 A.D.

Rhonda Meisner

STATE OF SOUTH CAROLINA)
COUNTY OF Richland)
SCBT, N.A)
Plaintiff,)
vs.)
Sond dollar 31, LLC & Rhonda Meisner)
Defendant.)

IN THE COURT OF COMMON PLEAS
5th JUDICIAL CIRCUIT
CASE NO.: 2011-CP-40-6317 & 6318
Appellate Case 2018-000251
MOTION AND ORDER INFORMATION FORM AND COVERSHEET

Plaintiff's Attorney:	Defendant's Attorney: Rhonda Meisner
_____, Bar No. _____	_____, Bar No. _____
Address:	Address: PO Box 689 Blythewood, SC 29016
Phone: _____ Fax _____	Phone: _____ Fax _____
E-mail: _____ Other: _____	E-mail: _____ Other: (803) 206-3402 pegasus333@icloud.com

☒ **MOTION HEARING REQUESTED (attach written motion and complete SECTIONS I and III)**
☐ **FORM MOTION, NO HEARING REQUESTED (complete SECTIONS II and III)**
☐ **PROPOSED ORDER/CONSENT ORDER (complete SECTIONS II and III)**

SECTION I: Hearing Information

Nature of Motion: _____
Estimated Time Needed: 30 minutes Court Reporter Needed: ☒ YES / ☐ NO

2018 MAY 14 PM 3:05
RICHLAND COUNTY FILED
JEANETTE W. McBRIDE C.C.P. & G.S.

SECTION II: Motion/Order Type

☒ Written motion attached
☐ Form Motion/Order

I hereby move for relief or action by the court as set forth in the attached proposed order.

Rhonda A Meisner
Signature of ~~Attorney for~~ ☐ Plaintiff / ☒ Defendant

5/14/2018
Date submitted

SECTION III: Motion Fee

☐ PAID – AMOUNT: $ _____
☐ EXEMPT: (check reason)
- ☐ Rule to Show Cause in Child or Spousal Support
- ☐ Domestic Abuse or Abuse and Neglect
- ☐ Indigent Status ☐ State Agency v. Indigent Party
- ☐ Sexually Violent Predator Act ☐ Post-Conviction Relief
- ☐ Motion for Stay in Bankruptcy
- ☐ Motion for Publication ☐ Motion for Execution (Rule 69, SCRCP)
- ☐ Proposed order submitted at request of the court; or, reduced to writing from motion made in open court per judge's instructions
  Name of Court Reporter: _____
- ☐ Other: _____

JUDGE'S SECTION

☐ Motion Fee to be paid upon filing of the attached order.
☐ Other: _____

JUDGE CODE _____
Date: _____

CLERK'S VERIFICATION

Mette ✓ 5/14/18
Collected by: _____ Date Filed: _____
☐ MOTION FEE COLLECTED: $ _____
☐ CONTESTED – AMOUNT DUE: $ _____

SCCA 233 (11/2003)

STATE OF SOUTH CAROLINA COUNTY OF RICHLAND SOUTH STATE BANK Plaintiff, v. Sand Dollar 31, LLC and Rhonda Lewis Meisner Defendants	IN THE COURT OF COMMON PLEAS DOCKET NO. 2011-CP-40-06318 AND 2011-CP-06317 MOTION TO ALTER AND AMEND PURSUANT TO S.C.R.C P. RULE 59(e) APPELLATE CASE No. 2018-002

2018 MAY 14 PM 3:05
JEANETTE W. McBRIDE
C.C.P. & G.S.
RICHLAND COUNTY
FILED

The Defendant Rhonda Lewis Meisner. Pursuant to S. C .R. Civ. P. Rule 59(e) respectfully submits this motion to alter and amend the ORDER LIFTING AUTOMATIC STAY of the Honorable Joseph Strickland, Master in Equity judge filed on April 30, 2018 in the electronic records of the Court. This motion is made within 10 days of receipt of the written and clocked Order. The plaintiff received notice of the written Order on May 5, 2018. The plaintiff has timely filed this motion within 10 days of the receipt of the signed and clocked ORDER.

Rhonda Meisner requests the Court to reconsider its ruling in the above entitled case pursuant to S.C.R.C.P. Rule 59 (e) based on (1) the request by the plaintiff to lift the automatic stay and file not only a letter but the attached 2012

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limited appraisal is not ministerial in nature (2) a lifting of the automatic stay to file evidence not previously filed by the plaintiff cannot function to ignore or override the rules of evidence as neither the letter nor the appraisal nor the additional judgment which was not previously entered has been entered into evidence or the judgment roles by the plaintiff (in 2012 or 2017) prior to filing the notice of appeal (3) the plaintiff originally sought the assistance of Mr. Garvin in 2012 based on the Court's Order to complete the appraisal process (which is supported by the 2012 date on the appraisal); however, instead of entering the appraisal and valuation into evidence, the plaintiff sought to overturn the sale of the two properties and argued in 2012 the value of the properties should be assigned the amount of the mortgage.

Both the defendants, Sand Dollar 31, LLC and Rhonda Meisner, via the attorney of record, Glenn Bowens, accepted the BANK'S valuation of the properties as the amount of the mortgage by agreeing in Court documents that the amount of the mortgage was a fair value of the property.

Here, the plaintiff Bank asks the Court to assist it by re-writing the record and evidence by adding into the record, the limited appraisal which was never added in 2012 and by adding a 2017 letter by Mr. Garvin. In addition to not being eligible to appraise the properties pursuant to the appraisal statutes in 2012, Mr.

Garvin did not get Angela Buckley's 2017 consent for the contents of the letter as required by this Court.

Not only did the defendants, via their attorney, Glenn Bowens object to Mr. Garvin in 2012, because he already worked for the Bank on the commercial side of the business, but Rhonda Meisner, in the hearing to apply the appraised values, again objected to Mr. Garvin because he worked for the Bank on the commercial side of the business.

Even though the plaintiff misstated the statutory requirements of the appointed appraisers, the objection was made and whether the bank complied with the statute in appointing Mr. Garvin is a matter of statutory interpretation because the statute plainly states the appraiser cannot:

> SECTION 29-3-700 Order for appraisal.
>
> Upon the filing of such petition...be appraised at its true value...who shall not be parties to the action or connected in business with or related by blood or marriage within the sixth degree to any such party.

As such, Mr. Garvin was not authorized in 2012 for the limited appraisal and therefore, his letter referencing the appraisal is as previously argued, defective. For, the above reasons, entry of the letter and the limited appraisal is highly prejudicial to the defendant, Rhonda Meisner, as the agreed upon value of the properties has already been determined, but not applied.

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The federal courts accept three reasons for modifying or altering a judgment which South Carolina also embraces. (1) to accommodate an intervening change in controlling law; (2) to account for new evidence not available at trial; or (3) to correct a clear error of law or prevent manifest injustice." *Pacific Ins. Co. v. Am. Nat'l Fire Ins. Co.*, 148 F.3d, 396 403 (4th Cir. 1998), cert. denied, 525 U.S. 1104 (1999); see *Zinkand v. Brown*, 478 F.3d 634, 637 (4th Cir. 2007).

"The purpose of Rule 59(e), S .C. R. Civ. P., to alter or amend the judgment [,] is to request the trial judge to 'reconsider matters properly encompassed in a decision on the merits.'" *Arnold v. State*, 309 S.C. 157, 172, 420 S.E.2d 834, 842 (1992) (quoting *Budinich v. Becton Dickinson and Co.*, 486 U.S. 196, 200 (1988))

Here, there are several findings of fact and conclusions of law that the plaintiff put forth and the Court adopted in its Order which are unsupported by evidence or the record. The Court found in (1) the ORDER denying the motion to alter and amend and Entering deficiency judgments filed in this action on December 28, 2017, that the Court had already ordered the filing of the opinion letter by the plaintiff; however, this ORDER was filed several months after the hearing and because of a motion to reconsider. As such, the subsequent "Order to file the letter and the 2012 limited appraisal was made because of a motion to alter and amend which is untimely. It is axiomatic that evidence not introduced during the regular hearing cannot be introduced months after the motion to alter and

amend was heard. The motion to alter and amend was heard in July of 2017 and the resulting order was a result of the Court's request for proposed Orders. As such, entry of evidence after the hearing on the evidence is too late to be rescued by an Order of the Court to enter the letter into evidence.

First, The Court found that the Order of the Court after the Rule 59 (e) hearing that the letter and the appraisal should be entered into the Court record; however, South Carolina does not allow argument not previously raised to be raised for the first time in a Rule 59 (e) motion; therefore, the rules do not contemplate introducing evidence not previously entered into evidence five years after the fact. Second, not only did the plaintiff not submit the 2012 limited appraisal into evidence, they also did not submit the letter referencing the appraisal in the 2017 hearing. In 2012, the defendants, Sand Dollar 31, LLC and Rhonda Meisner properly filed a S. C. R. Civ. P. § 29-3-740; however, the plaintiffs did not file a return or designate their appraiser with the Court.

While the plaintiff may have elected the appraiser outside of the Court filings, the record is clear, the plaintiff failed to submit a return to the defendant's properly filed appointment of appraiser, Angela Buckley or enter the appraisal into evidence that was completed after the Court's Order in 2012. As the appraisal indicates, the appraisal was completed in 2012 but was not entered into evidence or the record of the court.

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The plaintiff argued in Court for the first time that the appraisal was done pursuant to USPAP guidelines and did not submit the guidelines for the Court or the defendants to review. [1]He also did not inform the Court that the appraisal opinion expired in 2012 and because it was not entered into evidence cannot be referenced for valuation properties. A further review of the 2012 USPAP guidelines indicates the previously completed but not submitted appraisals by both appraisers have expired and cannot be used pursuant to the very guidelines they referenced. The valuation opinion of the plaintiff that "a fair gauge of the value of the property is the amount of the mortgage" was entered into the record and accepted on the record by both defendants.

Second, the voided court stamped Order cannot be replaced by the Court sua sponte or ex-parte because the plaintiffs are responsible for prosecuting their own case. One of the judgments was not entered; however, the Court cannot simply void the entry, enter the judgment that was omitted and back date the Order. This is prejudicial and unfair.

For the above reasons and all references to the record the defendant, Rhonda Meisner respectfully request the Master in Equity amend the ruling and remove the

[1] The plaintiff did not offer into evidence or serve on the other parties, the appraisal or report so that the Court could evaluate the report or review the USPAP standards and guidelines as argued by the plaintiff. Importantly, the plaintiff argued the report would have been served on Glenn Bowens, the attorney representing the parties at the time. However, Mr. Bowens could not remember whether he received the report or not, but the record is clear that the report or appraisal was not served on the Court or entered into evidence subsequent to trial, before the motion to vacate the sale, at the final hearing or at any time after the hearing.

letter and 2012 expired limited appraisal from the Court's record as prejudicial and not properly admitted evidence.

Respectfully Submitted,

Rhonda Lewis Meisner
Post Office Box 689
Blythewood, SC 29016
pegasus333@icloud.com
(803) 206-3402

May 14, 2018
~~August 8, 2017~~

536

STATE OF SOUTH CAROLINA

COUNTY OF RICHLAND

S.C.B.T., N.A.

Plaintiff,

v.

Sand Dollar 31, LLC and Rhonda Meisner

IN THE COURT OF COMMON PLEAS
FIFTH JUDICIAL CIRCUIT

DOCKET NO. 2011-CP-40-6317 and 6318

CERTIFICATE OF SERVICE
Rule 59-e motion to reconsider lifting automatic stay

APPELLATE CASE NO. 2018-002

2018 MAY 14 PM 4:08
JEANETTE W. McBRIDE
C.C.P. & G.S.
RICHLAND COUNTY
FILED

The Defendant Rhonda Meisner hereby certifies that she has emailed a copy to the attorneys of record and they were notified via the electronic records filing and mailed a copy of her MOTION to reconsider the ORDER TO LIFT THE AUTOMATIC STAY
And this certificate of service to the circuit court and South Carolina Court of Appeals by depositing into the U.S. Mail postage prepaid and to the attorneys of record in this case
TO: Sean Foerster, Rogers, Townsend and Thomas, PC 1221 main street 14th floor Columbia, SC 29201; Glenn Bowens Bowens law sc po box 424 Winnsboro SC 29180

Rhonda Lewis Meisner
Post Office Box 689
Blythewood, SC 29016
pegasus333@icloud.com
(803)206-3402

May 14, 2018

537

STATE OF SOUTH CAROLINA COUNTY OF RICHLAND SOUTH STATE BANK Plaintiff, v. Sand Dollar 31, LLC and Rhonda Lewis Meisner Defendants	IN THE COURT OF COMMON PLEAS DOCKET NO. 2011-CP-40-06318 AND 2011-CP-06317 MOTION TO ALTER AND AMEND PURSUANT TO S.C.R.C P. RULE 59(e) APPELLATE CASE No. 2018-00251

RICHLAND COUNTY FILED
2018 MAY 29 PM 2:32
JEANETTE W. McBRIDE C.C.P. & G.S.

The defendant respectfully submits this memorandum in opposition of lifting the automatic stay.

TIMELINE OF EVENTS

April 25, 2012	Foreclosure Hearing
May 14, 2012	Plaintiff's file form 4 listing amounts of judgment prior to sale or appraisal
May 16, 2012	Order of foreclosure and sale-Appraisal statute granted
June 7, 2012	Motion to alter and amend the filing of the form 4
July 5, 2012	Sale of property
July 31, 2012	Verified petition for Appraisal per Statutory deadline. (deadline August 5th)
August 8, 2012	Deficiency Ordered* not served on counsel of record or defendant
August 13, 2012	Plaintiffs said they will make return to appraisal in Court when Court orders appraisal process to begin.
August 20, 2012	Return to petition for appraisal due (Court's Order of August 13,2012)
August 30, 2012	Motion to Vacate Sale (Argument that the mortgage amount was fair gauge)
September 6, 2012	Motion to Vacate the Sale entered
October 1, 2012	Notice of Appearance of Rick Gleissner
October 18, 2012	Court Ordered a hearing for November 6, 2012.

November 6, 2012 Hearing before Honorable Joseph Strickland
July 10, 2014 Plaintiff withdraws their motion to Vacate Sale

The defendant Rhonda Meisner has not been able to find in the record the written request or permission by the plaintiff bank to expand the time to request the application for appraisal. On the Contrary, the Court extended the time for the plaintiff bank to name their appraisal at the August 13 2012 hearing, which was acknowledged by the plaintiff bank.

Importantly the appraisal by Mr. Garvin was dated 9/17/2012 but was never entered into evidence. Instead, the plaintiff Bank argued a fair gauge for the value of the properties was the amount of the mortgage, which both Sand dollar 31, LLC and Rhonda Meisner accepted. The statute says if the parties does not accept the return of the appraisers, then the Court will identify a third appraiser. The bank filed for foreclosure with the value of the mortgage being represented as the value of the properties, represented the mortgage amount should be a fair gauge of the value and then attempts to introduce a prejudicial letter after the notice of the appeal is filed.

The notice of appeal was filed in February of 2018. The only evidence of the value of the properties that fits within the statutory confines of the appraisal statute is the agreed upon value of the amount of the mortgages for the two properties.

Mr. Garvin was objected to as not falling with the statutory guidelines in 2012 and cannot be accepted now. Additionally, his 2012 report was never entered into evidence and it cannot be entered now.

Signature Block next page

SHD
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Respectfully Submitted,

Rhonda Meisner
PO Box 689
Blythewood, SC 29106
Pegasus333@icloud.com
(803)206-3402

May 29, 2018

STATE OF SOUTH CAROLINA COUNTY OF RICHLAND SCBT, N.A., Plaintiff, vs. Sand Dollar 31, LLC; Rhonda Meisner; Defendants.	IN THE COURT OF COMMON PLEAS Civil Action# 2011-CP-40-06318 MOTION TO LIFT AUTOMATIC STAY

(16555-79 SMF)

TO: RHONDA MEISNER, *pro se*:

YOU WILL PLEASE TAKE NOTICE that Plaintiff SCBT, N.A. n/k/a South State Bank ("Plaintiff") hereby moves the Court pursuant to Rule 241, SCACR, and Rule 62, SCRCP, for permission for Plaintiff to file, or for the Court to file, the opinion letter from Eugene Garvin dated August 30, 2017, attached hereto as Exhibit 1 for the following reasons:

1. The Court entered an Order Denying Motion to Alter or Amend and Entering Deficiency Judgments in this action on December 28, 2017;
2. In Paragraph 4 of the order section, the Court ordered that "[t]he opinion letter from Eugene Garvin dated August 30, 2017, shall be filed and treated as the Return of Appraisers;"
3. To date, the opinion letter has not been filed in this action;
4. On February 20, 2018, Defendant Rhonda Meisner ("Meisner") served a Notice of Appeal from this order, which appeal is currently pending in the South Carolina Court of Appeals;
5. "As a general rule, the service of a notice of appeal in a civil matter acts to automatically stay matters decided in the order, judgment, decree or decision on appeal, and to automatically stay the relief ordered in the appealed order, judgment, or decree or decision." Rule 241(a), SCACR.
6. Plaintiff contends that filing this opinion letter at this time would not be a violation of the automatic appellate stay because it is merely the carrying out of a clerical or ministerial task ordered before the appeal, and this task in no way furthers the matters already

ELECTRONICALLY FILED - 2018 Apr 20 4:55 PM - RICHLAND - COMMON PLEAS - CASE#2011CP4006318

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adjudicated or the relief provided for by the order being appealed. *See Jacobs v. Serv. Merch. Co.*, 297 S.C. 123, 132, 375 S.E.2d 1, 6 (Ct. App. 1988) ("After the filing of a Notice of Intent to Appeal, the circuit court's jurisdiction over the appealed order extended only to correction of clerical errors.");

7. However, out of an abundance of caution, and in the event the Court believes that the automatic appellate stay is applicable to the filing of the opinion letter at this time, Plaintiff hereby respectfully moves the Court to lift the automatic stay and either file the opinion letter or permit Plaintiff to file the opinion letter.

This motion is based on the orders filed herein, the exhibit attached hereto, the case law, the South Carolina Rules of Civil Procedure, the South Carolina Appellate Court Rules, and the statutes of South Carolina. The undersigned certifies that consultation with the other parties regarding this motion would serve no useful purpose.

Respectfully submitted,

s/ Sean M. Foerster

Sean M. Foerster (SC Bar # 77466)
ROGERS TOWNSEND & THOMAS, PC
1221 Main Street, 14th Floor (29201)
Post Office Box 100200
Columbia, South Carolina 29202-3200
(803)771-7900
sean.foerster@rtt-law.com

Attorneys for Plaintiff SCBT, N.A. n/k/a South State Bank

April 20, 2018

ELECTRONICALLY FILED - 2018 Apr 20 4:55 PM - RICHLAND - COMMON PLEAS - CASE#2011CP4006318

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STATE OF SOUTH CAROLINA)
)
COUNTY OF RICHLAND)
)
SOUTH STATE BANK)
Plaintiff,)
vs.)
)
Sand Dollar 31, LLC and Rhonda Lewis Meisner)
Defendant.)

IN THE COURT OF COMMON PLEAS
5TH JUDICIAL CIRCUIT

CASE NO.: 2011-CP-40-06318 AND 6317

MOTION AND ORDER INFORMATION FORM AND COVERSHEET

Plaintiff's Attorney:	Defendant's Attorney:
_____, Bar No. _____ Address: _____ Phone: _____Fax _____ E-mail: _____Other: _____	Rhonda Meisner, Bar No. n/a Address: 1012 Chester Road Blythewood, SC 29016 Phone: 803-206-3402 Fax_____ E-mail: pegasus333@icloud.comOther:_____

☒ **MOTION HEARING REQUESTED (attach written motion and complete SECTIONS I and III)**
☐ **FORM MOTION, NO HEARING REQUESTED (complete SECTIONS II and III)**
☐ **PROPOSED ORDER/CONSENT ORDER (complete SECTIONS II and III)**

RICHLAND COUNTY FILED
2017 AUG -8 PM 2:33
JEANETTE W. McBRIDE C.C.P. & G.S.

SECTION I: Hearing Information

Nature of Motion: motion to reconsider
Estimated Time Needed: 1 hour Court Reporter Needed: ☒YES/☐ NO

SECTION II: Motion/Order Type

☒ Written motion attached
☐ Form Motion/Order

I hereby move for relief or action by the court as set forth in the attached proposed order.

Rhonda L Meisner 8/8/2017
Signature of Attorney for ☐ Plaintiff /☒ Defendant Date submitted

SECTION III: Motion Fee

☒ PAID – AMOUNT: $_____
☐ EXEMPT: (check reason)
☐ Rule to Show Cause in Child or Spousal Support
☐ Domestic Abuse or Abuse and Neglect
☐ Indigent Status ☐ State Agency v. Indigent Party
☐ Sexually Violent Predator Act ☐ Post-Conviction Relief
☐ Motion for Stay in Bankruptcy
☐ Motion for Publication ☐ Motion for Execution (Rule 69, SCRCP)
☐ Proposed order submitted at request of the court; or, reduced to writing from motion made in open court per judge's instructions
Name of Court Reporter: _____
☐ Other: _____

JUDGE'S SECTION	
☐ Motion Fee to be paid upon filing of the attached order. ☐ Other:	JUDGE CODE _____ Date: _____

CLERK'S VERIFICATION

Metts – 8/8/17

Collected by:_____ Date Filed: _____
☐ MOTION FEE COLLECTED: $ _____
☐ CONTESTED – AMOUNT DUE: $ _____

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STATE OF SOUTH CAROLINA COUNTY OF RICHLAND SCBT, N.A., Plaintiff, vs. Sand Dollar 31, LLC; Rhonda Meisner; Defendants.	IN THE COURT OF COMMON PLEAS Civil Action# 2011-CP-40-06317 MOTION TO LIFT AUTOMATIC STAY

(16555-79 SMF)

TO: RHONDA MEISNER, *pro se*:

YOU WILL PLEASE TAKE NOTICE that Plaintiff SCBT, N.A. n/k/a South State Bank ("Plaintiff") hereby moves the Court pursuant to Rule 241, SCACR, and Rule 62, SCRCP, for permission for Plaintiff to file, or for the Court to file, the opinion letter from Eugene Garvin dated August 30, 2017, attached hereto as Exhibit 1 for the following reasons:

1. The Court entered an Order Denying Motion to Alter or Amend and Entering Deficiency Judgments in this action on December 28, 2017;
2. In Paragraph 4 of the order section, the Court ordered that "[t]he opinion letter from Eugene Garvin dated August 30, 2017, shall be filed and treated as the Return of Appraisers;"
3. To date, the opinion letter has not been filed in this action;
4. On February 20, 2018, Defendant Rhonda Meisner ("Meisner") served a Notice of Appeal from this order, which appeal is currently pending in the South Carolina Court of Appeals;
5. "As a general rule, the service of a notice of appeal in a civil matter acts to automatically stay matters decided in the order, judgment, decree or decision on appeal, and to automatically stay the relief ordered in the appealed order, judgment, or decree or decision." Rule 241(a), SCACR.
6. Plaintiff contends that filing this opinion letter at this time would not be a violation of the automatic appellate stay because it is merely the carrying out of a clerical or ministerial task ordered before the appeal, and this task in no way furthers the matters already

ELECTRONICALLY FILED - 2018 Apr 20 4:50 PM - RICHLAND - COMMON PLEAS - CASE#2011CP406317

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adjudicated or the relief provided for by the order being appealed. *See Jacobs v. Serv. Merch. Co.*, 297 S.C. 123, 132, 375 S.E.2d 1, 6 (Ct. App. 1988) ("After the filing of a Notice of Intent to Appeal, the circuit court's jurisdiction over the appealed order extended only to correction of clerical errors.");

7. However, out of an abundance of caution, and in the event the Court believes that the automatic appellate stay is applicable to the filing of the opinion letter at this time, Plaintiff hereby respectfully moves the Court to lift the automatic stay and either file the opinion letter or permit Plaintiff to file the opinion letter.

This motion is based on the orders filed herein, the exhibit attached hereto, the case law, the South Carolina Rules of Civil Procedure, the South Carolina Appellate Court Rules, and the statutes of South Carolina. The undersigned certifies that consultation with the other parties regarding this motion would serve no useful purpose.

Respectfully submitted,

s/ Sean M. Foerster

Sean M. Foerster (SC Bar # 77466)
ROGERS TOWNSEND & THOMAS, PC
1221 Main Street, 14th Floor (29201)
Post Office Box 100200
Columbia, South Carolina 29202-3200
(803)771-7900
sean.foerster@rtt-law.com

Attorneys for Plaintiff SCBT, N.A. n/k/a South State Bank

April 20, 2018

ELECTRONICALLY FILED - 2018 Apr 20 4:50 PM - RICHLAND - COMMON PLEAS - CASE#2011CP4006317

546

STATE OF SOUTH CAROLINA COUNTY OF RICHLAND SOUTH STATE BANK Plaintiff, v. Sand Dollar 31, LLC and Rhonda Lewis Meisner Defendants	IN THE COURT OF COMMON PLEAS DOCKET NO. 2011-CP-40-06318 AND 2011-CP-06317 MOTION TO ALTER AND AMEND PURSUANT TO S.C.R.C P. RULE 59(e) and MOTION TO HOLD ACTIONS ITEMS IN ABEYANCE UNTIL COURT CAN EVALUATE THE APPRAISAL EVIDENCE

RICHLAND COUNTY
FILED
2017 AUG -8 PM 2:33
JEANNETTE W. McBRIDE
C.C.P. & G.S.

The Defendant Rhonda Lewis Meisner. Pursuant to S. C .R. Civ. P. Rule 59(e) respectfully submits this motion to alter and amend the ORDER of the Honorable Joseph Strickland, Master in Equity judge signed on July 27, 2017 and subsequently entered into the court record. The defendants, Rhonda Meisner and Sand Dollar 31 LLC respectfully requests the Court to reconsider its ruling in the above entitled case pursuant to S.C.R.C.P. Rule 59 (e) based on (1) the discovery of additional evidence (2) correct some of the facts put forth by the Plaintiff that the Court adopted in its Order and (3) to request a ruling on some of the outstanding issues that were raised but not ruled on in the Order of the Court.

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This motion is made within 10 days of receipt of the written and clocked Order. The plaintiff received notice of the written and clocked Order on July 31, 2017. The plaintiff has timely filed this motion within 10 days of the receipt of the signed and clocked ORDER.

The federal courts accept three reasons for modifying or altering a judgment which South Carolina also embraces. (1) to accommodate an intervening change in controlling law; (2) to account for new evidence not available at trial; or (3) to correct a clear error of law or prevent manifest injustice." *Pacific Ins. Co. v. Am. Nat'l Fire Ins. Co.*, 148 F.3d, 396 403 (4th Cir. 1998), cert. denied, 525 U.S. 1104 (1999); see *Zinkand v. Brown*, 478 F.3d 634, 637 (4th Cir. 2007).

"The purpose of Rule 59(e), S .C. R. Civ. P., to alter or amend the judgment [,] is to request the trial judge to 'reconsider matters properly encompassed in a decision on the merits.'" *Arnold v. State*, 309 S.C. 157, 172, 420 S.E.2d 834, 842 (1992) (quoting *Budinich v. Becton Dickinson and Co.*, 486 U.S. 196, 200 (1988))

Here, there are several findings of fact and conclusions of law that the plaintiff put forth and the Court adopted which are unsupported by evidence or the record. The Court found that (1) the plaintiff timely identified and appointed a certified appraiser and (2) the motion to set aside the sale was never heard by the Court.

Additionally, the Court did not rule on the declaratory judgment action which requested a declaration as to the rights and obligations of the party. The defendants also request a determination and ruling on the capacity by which defendant Meisner signed the guaranty agreement. Glenn Bowens, attorney for Sand Dollar 31, LLC reminded the Court during the hearing that the declaratory judgment action would need to be ruled on as part of the final adjudication of the claims.

First, The Court found that the plaintiff timely appointed a certified appraiser pursuant to the appraisal statutes; however, the record of the Court is devoid of that election via a return to the petition for application of appraisal by the defendant. Second, not only did the plaintiff not submit their election to the Court, the plaintiff's failed to file the written opinion or appraisal of the appraisers with the Court, instead the plaintiff's filed a motion to set aside the sale. The defendant submitted a verified petition for the election of Angela Buckley via S.C. R. Civ. P. § 29-3-740; however, the plaintiffs did not file a return or designate their appraiser with the Court. While the plaintiff may have elected the appraiser outside of the Court filings, the record is clear, the plaintiff failed to submit a return to the defendant's properly filed appointment of appraiser, Angela Buckley or enter the appraisal into evidence.

The plaintiff argued in Court for the first time that the appraisal was done pursuant to USPAP guidelines and did not submit the guidelines for the Court or the defendants to review. [1]He also did not inform the Court that the appraisal opinion expired in 2012 and because it was not entered into evidence cannot be referenced for valuation properties. A further review of the 2012 USPAP guidelines indicates the previously completed but not submitted appraisals by both appraisers have expired and cannot be used pursuant to the very guidelines they were created using. The valuation opinion of the plaintiff that "a fair gauge of the value of the property is the amount of the mortgage" was entered into the record and accepted by the defendants.

Second, the plaintiff put forth that the motion to set aside the sale was never heard; however, the plaintiffs, by motion on September 6, 2012, requested a hearing on their motion to set aside the sale which was filed with the clerk of court, paid the motion fee, and submitted a memorandum in support of their motion which was entered into the record of the Court. As a result of the motion, South Carolina Operating Room Equipment, LLC retained Richard Gleissner to represent its interest. Mr. Gleissner filed a notice of appearance on October 1, 2012. The

[1] The plaintiff did not offer into evidence or serve on the other parties, the appraisal or report so that the Court could evaluate the report or review the USPAP standards and guidelines as argued by the plaintiff. Importantly, the plaintiff argued the report would have been served on Glenn Bowens, the attorney representing the parties at the time. However, Mr. Bowens could not remember whether he received the report or not, but the record is clear that the report or appraisal was not served on the Court or entered into evidence subsequent to trial, before the motion to vacate the sale, at the final hearing or at any time after the hearing.

Court then set Nov 6, 2012 as the date by which the Court would hear the motion. Teri Stomski, on behalf of the plaintiffs and member of Rogers, Townsend and Thomas, PC (the same firm as current counsel) argued the motion with several officers of the Court in attendance. The officers of the Court in attendance were Teri Stomski, Glenn Bowens, Rick Gleissner and the Honorable Joseph Strickland. The plaintiff avers that while the motion was not ruled on, the motion was heard by the Court and the opinion of value entered into evidence and therefore is subject to judicial estoppel.

The ORDER also failed to rule on several outstanding issues that were brought up by Glenn Bowens in the hearing on all outstanding issues. The Court did not rule on the declaratory judgment action or give a ruling as to the capacity of Meisner when she signed the guaranty agreement or what capacity Meisner signed the guaranty agreement was actually proved by the plaintiff during the trial. The defendants will supplement this motion via memorandum of law in the coming weeks prior to a hearing by the Master in Equity Judge.

The ORDER also did not rule on the reasonableness of the attorney's fees based on the fact the plaintiffs never submitted any evidence of the attorney's fees in the 6318 case or whether the testimony of Wendy Wolfman for attorney's fees on the other case 6317 was sufficient to impute responsibility of the defendant or the guarantor.

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For the above reasons and all references to the record the defendants respectfully request the Master in Equity amend the ruling and indicate the only evidence of valuation before the Court is the opinion submitted by the plaintiffs and accepted by the defendants which is the amount of the mortgage.

Respectfully Submitted,

Rhonda Lewis Meisner
Post Office Box 689
Blythewood, SC 29016
pegasus333@icloud.com
(803) 206-3402

August 8, 2017

STATE OF SOUTH CAROLINA COUNTY OF RICHLAND SOUTH STATE BANK Plaintiff, v. Sand Dollar 31, LLC and Rhonda Lewis Meisner Defendants	IN THE COURT OF COMMON PLEAS DOCKET NO. 2011-CP-40-06318 AND 2011-CP-06317 DECLARATION OF RHONDA MEISNER SUBMITTED UNDER PENALTY OF PERJURY

RICHLAND CO.
FILED
2017 AUG -8 PM 2:33
JEANNETTE W. McBRIDE
C.C.P. & G.S.

1. My name is Rhonda Lewis Meisner and I am over 18 years of age and am competent to make this declaration under penalty of perjury. Additionally I am the guarantor/defendant in the above entitled action and have personal knowledge of the facts submitted.
2. To the best of my recollection, I have never received a copy of the appraisal completed by SOUTH state bank's expert. During the hearing on all final matters when Sean Foerster the attorney representing SOUTH state bank argued the appraiser completed the report pursuant to USPAP guidelines, he did not submit the appraisal into evidence.
3. I have personally reviewed the record of the Court and was unable to find a copy of the designation of SOUTH states expert or the appraisal in the record.
4. I attended the hearing on November 6, 2012 with several officers of the Court in attendance which included a member of Sean Foerster's attorney group, Rogers Townsend and Thomas, PC, Teri Stomski who argued the sale of the properties in question should be set aside. This argument was in front of the Honorable Joseph Strickland, Master in Equity; however, there was not a Court reporter present.

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5. The argument and valuation put forth by Teri Stomski was via motion, memorandum and argument.

I , Rhonda Lewis Meisner submit this declaration under penalty of perjury that the contents herein made are true to the best of my recollection.

Respectfully submitted,

Rhonda Lewis Meisner
Post Office Box 689
Blythewood, SC 29016
pegasus333@icloud.com
(803) 206-3402

August 8, 2017

554
474

STATE OF SOUTH CAROLINA
COUNTY OF RICHLAND

IN THE COURT OF COMMON PLEAS

DOCKET NO. 2011-CP-40-6318 AND
2011-CP-6317

SCBT

Plaintiff,

v.

Sand Dollar 31, LLC and Rhonda Lewis Meisner

Defendants

CERTIFICATE OF SERVICE
OBJECTIONS TO PROPOSED ORDER BY PLAINTIFF

RICHLAND COUNTY FILED
2017 AUG -8 PM 2:33
JEANETTE W. McBRIDE C.C.P. & G.S.

The Defendant Rhonda Lewis Meisner has served a copy of THE ABOVE ENTITLED MOTION TO ALTER AND AMEND via U.S. Postage prepaid by by depositing a copy of the same into the US Mail postage pre-paid and accompanied by the certificate of service to : Sean Foerrster Rogers, Townsend and Thomas, PC. LLC P.O. 100200 Columbia, SC 292202; Glenn Bowens PO Box 424 Winnsboro, SC 29180. Additionally, she placed a courtesy copy in the mailbox of the Honorable Judge Joseph Strickland.

Respectfully Submitted,

Rhonda L Meisner

Rhonda Lewis Meisner
Post Office Box 689
Blythewood, SC 29016
pegasus333@icloud.com
(803) 206-3402

August 8, 2017

555
~~475~~

STATE OF SOUTH CAROLINA)
COUNTY OF Richland)

South State Bank)
Plaintiff,)
vs.)
Sand Dollar 31, LLC &)
Rhonda Lewis Meisner)
Defendant.)

IN THE COURT OF COMMON PLEAS
5th JUDICIAL CIRCUIT
CASE NO.: 2011-CP-40-6318 and 6317

MOTION AND ORDER INFORMATION FORM AND COVERSHEET

Plaintiff's Attorney:	Defendant's ~~Attorney~~: Counter claimant
_____, Bar No. _____	_____, Bar No. _____ Rhonda Meisner
Address:	Address: PO Box 689
_____	_____ Blythewood, SC 29016
Phone: _____ Fax _____	Phone: _____ Fax _____
E-mail: _____ Other: _____	E-mail: _____ Other: pegasus333@icloud.com 803-206-3402

☑ **MOTION HEARING REQUESTED (attach written motion and complete SECTIONS I and III)**
☐ **FORM MOTION, NO HEARING REQUESTED (complete SECTIONS II and III)**
☐ **PROPOSED ORDER/CONSENT ORDER (complete SECTIONS II and III)**

SECTION I: Hearing Information

Nature of Motion: Motion to Amend
Estimated Time Needed: 30 Court Reporter Needed: ☑ YES/☐ NO

SECTION II: Motion/Order Type

☐ Written motion attached
☐ Form Motion/Order

I hereby move for relief or action by the court as set forth in the attached proposed order.

_____ _____
Signature of Attorney for ☐ Plaintiff /☐ Defendant Date submitted

RICHLAND COUNTY FILED
2016 AUG 19 PM 4:00
JEANNIE W. McBRIDE C.C.P. & G.S.

SECTION III: Motion Fee

☑ PAID – AMOUNT: $ 25.00
☐ EXEMPT: (check reason)
- ☐ Rule to Show Cause in Child or Spousal Support
- ☐ Domestic Abuse or Abuse and Neglect
- ☐ Indigent Status ☐ State Agency v. Indigent Party
- ☐ Sexually Violent Predator Act ☐ Post-Conviction Relief
- ☐ Motion for Stay in Bankruptcy
- ☐ Motion for Publication ☐ Motion for Execution (Rule 69, SCRCP)
- ☐ Proposed order submitted at request of the court; or, reduced to writing from motion made in open court per judge's instructions
  Name of Court Reporter: _____
- ☐ Other: _____

JUDGE'S SECTION

☐ Motion Fee to be paid upon filing of the attached order.
☐ Other: _____

JUDGE CODE _____
Date: _____

CLERK'S VERIFICATION

Collected by: _____ Date Filed: 8/19/16
☐ MOTION FEE COLLECTED: $ _____
☐ CONTESTED – AMOUNT DUE: $ _____

SCCA 233 (11/2003)

STATE OF SOUTH CAROLINA COUNTY OF RICHLAND SCBT Plaintiff, v. Sand Dollar 31, LLC and Rhonda Lewis Meisner Defendants	IN THE COURT OF COMMON PLEAS DOCKET NO. 2011-CP-40-6318 AND 2011-CP-6317 MOTION AND MEMORANDUM IN SUPPORT OF AMENDING THE COUNTERCLAIMS IN THE TWO ABOVE ENTITLED CASES

RICHLAND COUNTY FILED
2016 AUG 19 PM 4:00
JEANNETTE W. McBRIDE C.C.P. & G.S.

TO SEAN M. FOERSTER, THE PLAINTIFF'S ATTORNEYS AND THE PLAINTIFF NAMED ABOVE PLEASE TAKE NOTE THAT THE DEFENDANT RHONDA MEISNER WILL MOVE BEFORE THE MASTER IN EQUITY FOR AN ORDER PURSUANT TO THE APPRAISAL STATUTES; THE DEFICENCY STATUTE AND THE COUNTER CLAIMS THAT HAVE BEEN HELD IN ABEYANCE ASSOCIATED WITH THE ABOVE ENTITILED CASE WITHIN 15 DAYS OR AS SOON AS THE COURT ROSTER ALLOWS. IF POSSIBLE, THE DEFENDANT RHONDA MEISNER REQUESTS THE MOTION BE HEARD ON JULY 27, 2016 AT THE SAME TIME AS THE ISSUES ON REMAND.

The defendant, Rhonda Meisner respectfully requests the Court to enter an Order allowing the defendant and counterclaimant Rhonda Meisner to amend the counter claims in this mortgage foreclosure action to assert a cause of action for abuse of process and malicious prosecution against the plaintiff South State Bank

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pursuant to S.C. Rules of Civ. P. Rule 15 (b) (c). Rule 15 specifically allows amendment to the pleadings, even after entry of judgment. The final judgment in this action is still pending before the Court and therefore Rule 15 allows for such amendment to the counterclaims. The United States Supreme Court determined "[i]n the absence of ...undue delay, bad faith or dilatory motive...undue prejudice... futility of amendment, etc—the leave sought should ... be 'freely given'". Foman v. Davis, 371 U.S. 178, 182 (1962). Here the plaintiff's actions in the mortgage foreclosure proceeding warrant amendment of the complaint to legally account for the processes abused by the plaintiff. There is no prejudice to the plaintiff because they could have avoided the amendment by not abusing the processes allowed by the laws of South Carolina and the agreement of the parties.

The tort of abuse of process provides a legal remedy for one damaged by another's perversion of the legal processes which are not intended by the procedure. Huggins v. Winn-Dixie Greenville, Inc. 249 S.C. 206, 210, 153 S.E. 2d 693, 695 (1967) ("[A]n abuse of process is the employment of legal process for some purpose other than that which it was intended by the law to effect -- the improper use of a regularly issued process."); W. Page Keeton et al., Prosser and Keeton on the Law of Torts § 121 at 897 (5th ed. 1984) ("[T]he gist of the tort is . . . misusing, or misapplying process justified in itself for an end other than that which it was designed to accomplish."). The purpose does not have to be

illegitimate to complete the tort of abuse of process. The abuse occurs when the process is used in a manner it was not intended. See Fowler W. Harper et al., The Law of Torts § 4.9 (3d ed. 1996).

Here, the plaintiff South State Bank has requested a deficiency in the above entitled actions which invokes two statutes designed to protect borrowers and guarantors, the deficiency statute and the appraisal statute. The deficiency statute is codified at S.C. Code Ann. § 29-3-660 which states:

> In actions to foreclose mortgages the court may adjudge and direct the payment by the mortgagor of any *residue* of the mortgage debt that may remain unsatisfied after a sale of the mortgages premises in cases which the mortgagor shall be personally liable for the debt secured by such mortgage and if the mortgage debt be secured by the covenant or obligation of any person other than the mortgagor the plaintiff may make such person a party to the action and the court may adjudge payment of the *residue* of such debt remaining unsatisfied after a sale of the sale of the mortgaged premises against such other person and may enforce such judgment as in other cases. **(emphasis added by defendant)**

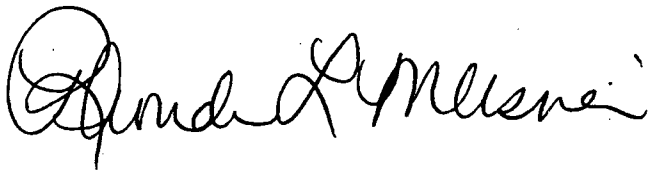
The defendant, Rhonda Meisner, was a named defendant in the foreclosure actions and as such has standing to bring the counterclaims against the plaintiff. Additionally, because the plaintiffs filed judgments against the defendant, Rhonda Meisner, in excess of the amounts allowed pursuant to the deficiency statute and the guaranty agreement the defendant has standing as she was personally injured by the actions of the plaintiffs.

To sustain a claim for abuse of process, "the judicial process must in some manner be involved." Keeton, supra, § 121 at 898; see Kirchner v. Greene, 691 N.E., 691 N.E. 2d 107 (Ill.Ct. App. 1998) (holding that where no court process is involved there can be no abuse of process); 72 C.J.S. Process §106 at 697 (1987). The South Carolina Court of Appeals views "process" as it relates to the abuse of process tort broadly. Food Lion v. United Food & Commercial Workers International Union Opinion No. 3533 Heard October 11, 2000 - Filed July 8, 2002 referencing See Hart v. O'Malley, 647 A.2d 542, 551 (Pa. Super. Ct. 1994) ("The word 'process' as used in the tort of abuse of process has been interpreted broadly and encompasses the entire range of procedures incident to the litigation process.") (citation omitted);Nienstedt v. Wetzel, 651 P.2d 876, 880 (Ariz. 1982) ("'[P]rocess' as used in the tort . . . is not restricted to the [traditionally] narrow sense of that term."); 72 C.J.S. §106 at 694 ("For purposes of the tort, the word 'process' may encompass a range of court procedures incident to the litigation."); Harper, supra, § 4.9 at 4:104, n.52 ("That a tort action, loosely called 'abuse of process,' requires the use of the word *process* as that word is technically defined in other contexts is no more self-evident than that a tort action loosely called 'false imprisonment' should require a 'prison.'"). Food Lion v. United Food & CommercialWorkerrs Internations Union Opinion No. 3533 Heard October 11, 2000 - Filed July 8, 2002.

The plaintiff must allege and prove (1) an "ulterior purpose" and (2) a "willful act in the use of the process not proper in the proceeding". Hainer v. Am. Med. Int'l, Inc., 328 S.C. 128, 136, 492 S.E.2d 103, 107 (1997); see LaMotte v. Punch Line of Columbia, Inc., 296 S.C. 66, 370 S.E.2d 711 (1988). "An ulterior purpose exists if the process is used to gain an objective not legitimate in the use of the process." First Union Mortgage Corp. v. Thomas, 317 S.C. 63, 74, 451 S.E.2d 907, 914 (Ct. App. 1994); see Davis v. Epting, 317 S.C. 315, 454 S.E.2d 325 (Ct. App. 1994) (finding no ulterior purpose where the record presented no evidence the process was used to gain anything other than a right to access disputed property); Rycroft v. Gaddy, 281 S.C. 119, 125, 314 S.E.2d 39, 44 (Ct. App. 1984) (holding no ulterior purpose was shown where defendants' use of subpoena to obtain bank records was for the "entirely legitimate purpose" of gathering evidence"). A "willful act" has been interpreted by the South Carolina Supreme Court as "[s]ome definite act...not authorized by the process or aimed at an object not legitimate in the use of the process is required." Hainer, 328 S.C. at 136, 492 S.E. 2d at 107 (quoting Huggins, 249 S.C. at 209, 153 S.E. 2d at 694).

Here, because elements of the abuse of process tort has been commited by the plaintiff, the defendant Rhonda Meisner respectfully requests permission to amend her answer and counter complaint to include the changes attached in the proposed amended complaint as EXHIBIT A.

Respectfully Submitted,



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August 19, 2016

Exhibit A

Proposed Amendment to Counterclaims

STATE OF SOUTH CAROLINA COUNTY OF RICHLAND SOUTH STATE BANK Plaintiff, v. Sand Dollar 31, LLC and Rhonda Lewis Meisner Defendants	IN THE COURT OF COMMON PLEAS DOCKET NO. 2011-CP-40-6318 AND 2011-CP-6317 Proposed Amended Counterclaims

TO ATTORNEY FOR THE PLAINTIFF AND THE PLAINTIFF NAMED ABOVE THE DEFENDANT RHONDA MEISNER WILL MOVE BEFORE THE MASTER IN EQUITY THE HONORABLE JOSEPH STRICKLAND WITHIN 10 DAYS OR AS SOON AS A MOTION TO AMEND CAN BE HEARD. THE DEFENDANT SEEKS TO AMEND THE COUNTERCLAIMS ASSOCIATED WITH THE ABOVE TWO MORTGAGE FORECLOSURE ACTIONS TO ADD A COUNTERCLAIM FOR ABUSE OF PROCESSES. THE ANSWER AND COUNTERCLAIM THAT WAS FILED JANUARY 20, 2012 IN THE CASES 2012 ORIGINAL ANSWER AND COUNTERCLAIM OF THE DEFENDANT REMAIN IN FORCE AND PARAGRAPH'S 1-26 ARE INSERTED INTO THIS PROPOSED AMENDED COMPLAINT AS IF FULLY TYPED HEREIN BY REFERENCE.

THE AMENDMENTS BEGIN BELOW:

27. The defendant incorporates the allegations set forth in the original answer and counterclaim filed January 20, 2012 in the above entitled case as if fully set forth verbatim and further pleads. The Master in Equity Court retained the

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jurisdiction it received from the Circuit court to cover all matters until final resolution of all claims and counterclaims pursuant to the Order of Reference.

28. The Master in Equity has jurisdiction pursuant to the Order of Reference from the Circuit Court and paragraph # 41 of the Master's Order of Foreclosure and Sale.

SECOND CAUSE OF ACTION
(Abuse of process)

29. The Plaintiff, South State Bank, stipulated that it would not challenge the appraisal rights of the defendants.

30. The defendants, Rhonda Meisner and Sand Dollar 31, LLC timely filed for an application of appraisal.

31. Pursuant to the appraisal statute the defendants hired an appraiser that had never worked for the defendants and met the criteria of the appraisal statutes.

32. The plaintiff, South State Bank, hired an appraiser to complete the appraisal that routinely works for South State Bank on the commercial side of the business.

33. The appraisal statute does not allow previous or current appraisers of the Bank to perform an appraisal to be submitted to the Court under the appraisal statutes S. C. Code Ann. §29-3-680 et. seq.

34. The use of an appraiser to submit an opinion of value to the Court pursuant to the appraisal statute that routinely works for the bank violates the

appraisal statutes and may violate the USPAP (uniform standards for professional appraisal practice) guidelines.

35. The bank knew the appraiser routinely worked on the commercial side of their operations because they paid the appraiser for the commercial work.

36. The bank knew it was improper for the bank to use the appraiser based on the appraisal statute because the bank via its attorney Teri Stomski warned the defendant to not use an appraiser that she currently employs.

37. The bank's hiring of an appraiser that the Bank currently employs for appraisal work is improper and the bank's actions harmed the defendants by not complying with the appraisal statute.

38. The banks overt act of hiring a disqualified appraiser was done to value the property for less than the market price in order to harm the defendant(s) by simultaneously valuing the property low and demanding the defendants pay a deficiency.

39. The bank's overt actions were made to increase its profits by maximizing the money received from the foreclosure and from the deficiency demand.

40. The bank demanded a deficiency from both Sand Dollar 31, LLC and Rhonda Meisner.

41. Pursuant to the statutes for foreclosure when the Bank demands a deficiency the bidding remains open for thirty (30) days after the initial bid is complete and property is re-offered at the deficiency sale.

42. The bank sent someone to the foreclosure sale to bid on the property.

43. South State Bank bid $25,000 for the Linden Street property and $10,000 for the Winnsboro Road property.

44. South State Bank previously made loans to the defendant Sand Dollar 31, LLC for the purchase of the property in excess of the amount South State Bank bid at the foreclosure sale.

45. The deficiency statute requires South State Bank in a foreclosure case to bid their highest and best bid in the first foreclosure sale.

46. South State Bank knowingly, willingly and with purpose sent someone to the foreclosure sale to bid $25,000 for the Linden Street property and $10,000 for the Winnsboro Road property.

47. South State Bank knew that a deficiency was demanded because they filed the initial lawsuit.

48. South State Bank willfully and wantonly bid an amount at each foreclosure sale that it knew to be less than the value for the Linden street house and for the Winnsboro Road house.

49. South State Bank harmed the defendant(s) by bidding low and then demanding a deficiency from the defendants.

50. South State Bank's action was deliberate in order to increase the amount of money owed as a deficiency by the defendants.

51. South State Bank knew it bid lower than the value of the house because it previously lent more money to the defendants than it bid based on a previous bank appraisal of the property.

52. South State Bank knew the bid it entered was lower than the market value because the bank made a motion to set aside the sale based on inadequacy of price.

53. South State bank employed an improper purpose when it filed an action to vacate the foreclosure sale based on its own inadequate bid price.

54. South State bank knew the motion to vacate was improper because the motion was based on its own inadequate bid price as the purchaser of the properties at the deficiency sale paid more than the bank bid at the initial foreclosure sale.

55. South State Bank knew the motion to vacate the sale was improper because the Bank subsequently withdrew the motion.

56. South State bank's actions of hiring a disqualified appraiser, bidding low at the judicial sale and then filing a motion to vacate the sale were all actions to

increase the deficiency to the defendants and cause financial harm to the defendants.

57. The deficiency statute and the appraisal statute were implemented by the legislature to protect defendants in a foreclosure proceeding by providing a process to ensure the market value of the foreclosed property was used and could be substituted for the foreclosure sales price.

58. South State Bank abused the appraisal statute process by hiring an appraiser that was not qualified under the statute causing the defendants to spend money on appraisals that could not be used.

59. South State Bank abused the deficiency statute process by bidding low at the foreclosure sale and then filing a motion to vacate the sale based on its low bid price.

60. South State Bank's actions harmed the defendants by increasing the deficiency owed, requiring the defendants to pay additional legal fees, costs and expenses associated with the case.

61. South State Bank's actions were willful, wanton and with reckless disregard of the defendant's rights under the appraisal statute and the deficiency statute.

62. The legislature implemented the appraisal and deficiency statute to protect mortgagors and guarantors. South State's Bank perversion of the processes

associated with the appraisal statute and the deficiency statute harmed the defendants.

63. South State Bank knew their actions would cause harm to the defendants because their actions were contrary to the appraisal and deficiency statute. Further in South State Bank's memorandum of support for the motion to vacate the judicial sale South State Bank admitted the true value of the property was the amount of the mortgage. The bank in the motion to vacate the sale did not make any allegations of impropriety of the sales processes or the deficiency sales processes.

64. South State Bank's actions harmed the defendant(s) by causing them to incur special damages in the form of additional attorney's fees, incremental expenditure of time and additional emotional distress of resolving the claims.

65. South State Bank filed the inflated deficiency amount against the defendants in contradiction of the deficiency statute.

66. South State Bank filed liens against defendant Meisner in excess of the "residue" of debt as outlined in the deficiency statutes for guarantors.

67. South State Bank's actions have been willful, wanton and with reckless disregard of the defendant's rights under the appraisal statute and the deficiency sales process because the processes were put in place to reduce the deficiencies owed and South State Bank's actions increase the deficiencies owed without redress from the Court.

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Having set forth the allegations against the Plaintiff's for abuse of processes the defendants pray the Court will enter an Order that

1. adopts South State Bank's assertion that the property should be valued at the amount of the mortgage as argued in the Banks motion to Vacate the judicial sale.
2. Grant an award of attorney's fees to the defendants under the mortgage contract for the abuse of processes in the Banks enforcement and/or foreclosure of the mortgages.
3. Grant an award as the Court considers fair and just in consideration of the Bank's actions and/or in the alternative reduce the amount of the Bank's deficiency against the defendants.

Respectfully Submitted,

August 19, 2016

Rhonda Meisner
P.O. Box 689
Blythewood, S.C. 29016
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(803)206-3402

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STATE OF SOUTH CAROLINA COUNTY OF RICHLAND SOUTH STATE BANK Plaintiff, v. Sand Dollar 31, LLC and Rhonda Lewis Meisner Defendants	IN THE COURT OF COMMON PLEAS DOCKET NO. 2011-CP-40-6318 AND 2011-CP-6317 OBJECTIONS TO ATTORNEY'S FEES AFFIDAVIT SUBMITTED AT THE JULY 27, 2016 HEARING

RICHLAND COUNTY
FILED
2016 AUG 19 PM 4:01
JEANNETTE W. McBRIDE
C.C.P. & G.S.

The defendant Rhonda Meisner respectfully submits her objections to the introduction of the attorney's fees affidavit by the Plaintiff at the July 27, 2016 hearing.

1. The attorney's fees affidavits were not submitted in advance of the hearing at a minimum two days in advance of the hearing as required by Rule 6.
2. The affidavits were redacted such that the redaction made it impossible to determine the reasonableness of the attorney fee request.
3. The affidavits were not presented in the previous trial and therefore, the plaintiffs should not be allowed a "do-over" for their failure to produce evidence to support their claims at trial.

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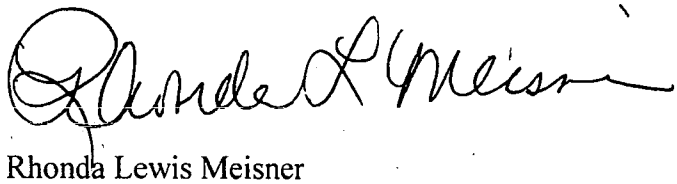
4. The plaintiffs should not be allowed to have a retrial of the evidence that was omitted.
5. The defendant, Rhonda Meisner was successful on her appeal of attorney's fees based on the fact the plaintiffs failed to enter the evidence at the hearing as required.
6. The Bank's witness testified how the bank paid attorney's fees for the foreclosure however, the witness did not provide any testimony as to how Ms. Meisner was responsible for the fees personally and not in the capacity of a member of Sand Dollar 31, LLC.
7. The Bank's witness did not provide any testimony as to the capacity of Ms. Meisner under the guaranty agreement.
8. The requested attorney's fees pursuant to the mortgage contract only involve Sand Dollar 31, LLC; however, the attorney's fee affidavit claims work outside of the contract and involves other legal entities such as S.C. Operating Room Equipment, LLC which was not involved in the mortgage foreclosure actions.
9. The attorney's fees affidavits do not conform to the criteria as set forth in Jackson v. Speed which require the affidavit to be verifiable and linked to the contract which provides the award. Here, the redactions make review of the attorney's fees impossible

For the above reasons and references to previously filed briefs, the defendant Rhonda Meisner respectfully requests the Court to reject the request for attorney's fees in total for not following the Jackson v. Speed submission criteria.

Respectfully Submitted,



Rhonda Lewis Meisner
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(803) 206-3402

August 19, 2016

STATE OF SOUTH CAROLINA
COUNTY OF RICHLAND

IN THE COURT OF COMMON PLEAS

DOCKET NO. 2011-CP-40-6318 AND
2011-CP-6317

SCBT

Plaintiff,

v.

Sand Dollar 31, LLC and Rhonda Lewis Meisner

Defendants

CERTIFICATE OF SERVICE
MOTION AND MEMORANDUM IN SUPPORT OF AMENDING COUNTERCLAIMS

RICHLAND COUNTY FILED
2016 AUG 19 PM 4:00
JEANNETTE W. McBRIDE C.C.P. & G.S.

The Defendant Rhonda Lewis Meisner has served a copy of THE ABOVE ENTITILED MOTION AND MEMORANDUM TO AMEND THE COMPLAINT AND OBJECTIONS TO THE ATTORNEY FEE AWARD by depositing a copy of the same into the US Mail postage pre-paid and accompanied by the certificate of service to : Sean Foerrster Rogers, Townsend and Thomas, PC. LLC P.O. 100200 Columbia, SC 292202; Glenn Bowens PO Box 424 Winnsboro, SC 29180.

Respectfully Submitted,

Rhonda Lewis Meisner
Post Office Box 689
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(803) 206-3402

August 19, 2016

STATE OF SOUTH CAROLINA)
COUNTY OF Richland)
SCBT)
Plaintiff,)
vs.)
Sanddollar 3, LLC)
Defendant.)

IN THE COURT OF COMMON PLEAS
5th JUDICIAL CIRCUIT
CASE NO.: 2011-CP-40-6318-6317

MOTION AND ORDER INFORMATION FORM AND COVERSHEET

Plaintiff's Attorney:	Defendant's ~~Attorney~~: Rhonda Meister
_____, Bar No. _____	_____, Bar No. _____
Address:	Address: PO Box 689 Blythewood, SC 29016
Phone: _____ Fax _____	Phone: _____ Fax _____
E-mail: _____ Other: _____	E-mail: _____ Other: pegasus333@icloud.com

☑ **MOTION HEARING REQUESTED (attach written motion and complete SECTIONS I and III)**
☐ **FORM MOTION, NO HEARING REQUESTED (complete SECTIONS II and III)**
☐ **PROPOSED ORDER/CONSENT ORDER (complete SECTIONS II and III)**

SECTION I: Hearing Information

Nature of Motion: outstanding issues of appraisal statute; deficiency counterclaim
Estimated Time Needed: 1 hour Court Reporter Needed: ☑ YES/☐ NO

SECTION II: Motion/Order Type

☑ Written motion attached
☐ Form Motion/Order

I hereby move for relief or action by the court as set forth in the attached proposed order.

Rhonda K Meister
Signature of Attorney for ☐ Plaintiff / ☑ Defendant

7/1/2016
Date submitted

RICHLAND COUNTY FILED
2016 JUL -1 PM 4:58
JEANNETTE W. McBRIDE C.C.C. & G.S.

SECTION III: Motion Fee

☑ PAID – AMOUNT: $ 25.00
☐ EXEMPT: (check reason)
- ☐ Rule to Show Cause in Child or Spousal Support
- ☐ Domestic Abuse or Abuse and Neglect
- ☐ Indigent Status ☐ State Agency v. Indigent Party
- ☐ Sexually Violent Predator Act ☐ Post-Conviction Relief
- ☐ Motion for Stay in Bankruptcy
- ☐ Motion for Publication ☐ Motion for Execution (Rule 69, SCRCP)
- ☐ Proposed order submitted at request of the court; or, reduced to writing from motion made in open court per judge's instructions
  Name of Court Reporter: _____
- ☐ Other: _____

JUDGE'S SECTION	
☐ Motion Fee to be paid upon filing of the attached order.	JUDGE CODE _____
☐ Other: _____	Date: _____

CLERK'S VERIFICATION

Collected by: mette Date Filed: 7-1-16
☐ MOTION FEE COLLECTED: $ _____
☐ CONTESTED – AMOUNT DUE: $ _____

SCCA 233 (11/2003)

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STATE OF SOUTH CAROLINA COUNTY OF RICHLAND	IN THE COURT OF COMMON PLEAS DOCKET NO. 2011-CP-40-6318 AND 2011-CP-6317
SCBT Plaintiff, v. Sand Dollar 31, LLC and Rhonda Lewis Meisner Defendants	MOTION FOR APPLICATION OF APPRAISAL STATUTE; DETERMINATION OF DEFICIENCY AGAINST DEFENDANTS; AND FINAL ADJUDICATION OF COUNTERCLAIMS

RICHLAND COUNTY FILED
2016 JUL -1 PM 4:54
JEANNETTE W. GRAM
C.C.P. & G.S.

TO THE PLAINTIFF'S ATTORNEYS AND THE PLAINTIFF NAMED ABOVE PLEASE TAKE NOTE THAT THE DEFENDANT RHONDA MEISNER WILL MOVE BEFORE THE MASTER IN EQUITY FOR AN ORDER PURSUANT TO THE APPRAISAL STATUTES; THE DEFICENCY STATUTE AND THE COUNTERCLAIMS THAT HAVE BEEN HELD IN ABEYANCE ASSOCIATED WITH THE ABOVE ENTITILED CASE WITHIN 15 DAYS OR AS SOON AS THE COURT ROSTER ALLOWS. IF POSSIBLE, THE DEFENDANT RHONDA MEISNER REQUESTS THE MOTION BE HEARD ON JULY 27, 2016 AT THE SAME TIME AS THE ISSUES ON REMAND.

The defendant, Rhonda Meisner, respectfully requests the Court hear the remaining issues pending before the Court in the above entitled cases which were unable to be determined on the record on December 6, 2012 due to the unavailability of the Court reporter. The defendant will submit a memorandum of law regarding the issues prior to the hearing on July 27, 2016 at 2:00.

Respectfully Submitted,

SIGNATURE LINE NEXT PAGE

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~~497~~

Rhonda Lewis Meisner
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(803) 206-3402

July 1, 2016

STATE OF SOUTH CAROLINA
COUNTY OF RICHLAND

IN THE COURT OF COMMON PLEAS

DOCKET NO. 2011-CP-40-6318 AND
2011-CP-6317

SCBT

Plaintiff,

v.

Sand Dollar 31, LLC and Rhonda Lewis Meisner

Defendants

CERTIFICATE OF SERVICE
APPRAISAL STATUTE;
DETERMINATION OF DEFICIENCY
AGAINST DEFENDANTS; AND FINAL
ADJUDICATION OF COUNTERCLAIMS

RICHLAND COUNTY
FILED
2016 JUL -1 PM 4:54
JEANETTE W. MCBRIDE
C.P. & G.S.

The Defendant Rhonda Lewis Meisner has served a copy of THE ABOVE ENTITILED MOTION TO COUNSEL OF RECORD by depositing a copy of the same into the US Mail postage pre-paid and accompanied by the certificate of service to : Sean Foerrster Rogers, Townsend and Thomas, PC. LLC P.O. 100200 Columbia, SC 292202; Glenn Bowens PO Box 424 Winnsboro, SC 29180.

Respectfully Submitted,

Rhonda Lewis Meisner
Post Office Box 689
Blythewood, SC 29016
pegasus333@icloud.com
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July 1, 2016

STATE OF SOUTH CAROLINA	IN THE COURT OF COMMON PLEAS
COUNTY OF RICHLAND	DOCKET NO. 11-CP-40-6317
SCBT, N. A., Plaintiff, v. Sand Dollar 31, LLC; Rhonda Meisner; Defendant(s).	PLAINTIFF'S MOTION TO VACATE FORECLOSURE SALE

FILED
2012 SEP -6 PM 4:18
JEAN W. McBRIDE
C.C.P. & G.S.

(016555-00040)

PLEASE TAKE NOTICE that ten (10) days after the service hereof, or as soon thereafter as counsel may be heard, the Plaintiff, SCBT, N.A., n/k/a SCBT (SCBT), will move before this Honorable Court for an order setting aside the judicial sale held on July 5, 2012, pursuant to the equitable principles propounded by the courts of South Carolina. Specifically, the foreclosure sale should be set aside because the Defendant engaged in a deceptive scheme to extinguish the Plaintiff's lien on the property by purchasing the property at the foreclosure sale through an undisclosed agent for an amount Defendant averred is significantly below appraised value.

FACTS

Defendant/Borrower Sand Dollar 31, LLC (Sand Dollar) purchased 4824 Linden Street, the property which is the subject of this action, at a foreclosure sale with a bid of $34,500 by Master's Deed dated July 20, 2006. Thereafter, on or about July 24, 2006, Sand Dollar executed a Note and granted a Mortgage in favor of SCBT with a maximum obligation of $62,280 and Defendant/Guarantor Rhonda Meisner executed a guaranty, guaranteeing the indebtedness evidenced by the Note, dated July 24, 2006 in the amount of $31,140. Defendants failed to make the November 30, 2010 and subsequent payments and the Note matured on July 25, 2011, thereby creating events of default under the Note and Mortgage.

On or about September 27, 2011, SCBT instituted the above-captioned foreclosure action, demanding a deficiency judgment against Sand Dollar and Meisner and this Court issued a Judgment of Foreclosure and Sale on May 14, 2012. After due notice, this Court held a sale on June 4, 2012, which became final on July 5, 2012, at which time SCBT's bid was bested by an upset bid.

On July 31, 2012, Meisner filed a verified Petition for Appraisal, stating therein that the winning bid was "a figure significantly beneath its appraised value." The Master's Report on Sale and

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500

Disbursements and Order of Confirmation, filed August 8, 2012, stated that Meisner through her agent Kevin Nowell was the winning bidder at $25,001.00. Thereafter, the bid was assigned to South Carolina Operating Room Equipment, LLC, a S.C. limited liability company controlled by Meisner, and on August 16, 2012, a Master's Deed to this entity was recorded. However, it was not until SCBT's counsel received the Master's Order Confirming Sale on August 10, 2012, that SCBT learned Meisner was the winning bidder.

After becoming the winning bidder, Meisner initiated a campaign of directly contacting SCBT's officers and employees, requesting that the deficiency judgments be waived. Meisner's direct communication about matters in the ongoing litigation was acknowledged by Defendants' counsel via written and verbal communications. After Meisner's repeated contacts, Plaintiff's counsel directed Defendants' counsel that Meisner was to have no further contact with anyone at SCBT other than Will Aiken, SVP/Special Assets Manager. Despite this admonishment, Meisner again contacted SCBT's CEO. On August 28, 2012, Plaintiff's counsel emailed Defendants' counsel about his client's repeated improper contact and also to request access to the subject property in order to have it appraised per Meisner's Petition. As of the date of this Motion, Defendant has not provided access to the subject property, despite repeated requests.

ARGUMENT

"A judicial sale will be set aside when either: (1) the sale price is so gross as to shock the conscience; or (2) the sale is accompanied by other circumstances warranting the interference of the court." *Wells Fargo Bank, NA v. Turner*, 378 S.C. 147, 150, 662 S.E.2d 424, 425 (Ct. App. 2008). In cases where the surrounding circumstances tend to show that the foreclosure sale should, in good conscience, be set aside, the court may consider the discrepancy between the accepted bid and the fair market value of the property as evidence to aid the court in arriving at the correct decision. *Spillers v. Clay*, 233 S.C. 99, 104, 103 S.E.2d 759, 761 (1958). Thus, the critical question in this case is whether circumstances surrounding the foreclosure sale warrant the interference of the court.

Although there are few cases that provide guidance on what types of circumstances necessitate the intervention of the court in a foreclosure case, this case presents facts that warrant such intervention. Here, Ms. Meisner has engaged in a deliberate scheme to avoid her obligations under her Mortgage agreement with SCBT. Although courts in this state have not addressed this fact pattern in the context of a foreclosure sale, the South Carolina Supreme Court has clearly stated that equitable intervention is necessary in similar circumstances in the context of a tax sale. *See Interstate Building & Loan Ass'n v. Waters*, 50 S.C. 459, 27 S.E. 948 (1897).

In *Interstate Building*, the court examined whether a mortgagor (and delinquent taxpayer) could successfully defeat a mortgagee's lien on his property by developing a plan to avoid the mortgage by sending his wife to purchase his home at a tax sale. *Id.* at 27 S.E. at 950. At that time, state law allowed a purchaser at a tax sale to take the property free and clear of all liens when certain requirements were met. *Id.* at 27 S.E. at 951. Thus, the mortgagor refused to pay his taxes and then had his wife purchase his home at the tax sale free and clear of the mortgage. *Id.* at 27 S.E. at 949.

One of the issues in the case was whether the court could allow the sale to stand as a matter of equity. *Id.* at 27 S.E. at 951. The Court held that a court of equity could not tolerate such a transaction. *Id.* "What cannot be done directly will not be permitted to be done indirectly." *Id.* (emphasis added). A court of equity may not permit "the wife of the mortgagor *or any other person* to acquire such title, to the detriment of the mortgagee, as the result of a *deliberate scheme* between the purchaser and the mortgagor to defeat the lien of the mortgage." *Id* (emphasis added). Participation in such a deliberate scheme will estop the purchaser from asserting title to the detriment of the mortgagee. *Id.*

By the same analogy, Meisner cannot indirectly defeat SCBT's statutory right to a deficiency judgment by deliberately bidding on the subject property through an undisclosed agent in an amount less than the original purchase price and the loan amount she borrowed, while at the same time scheming to use her appraisal rights to eliminate/reduce the deficiency judgment based on the very bid price she herself claims is "significantly beneath its appraised value."

Essentially, Ms. Meisner is pursuing double recovery by way of this foreclosure sale. The purpose of the judicial sale in a mortgage foreclosure is to "remove the mortgage encumbrance from the property, and therefore, the amount of the mortgage is a fair gauge of the property's value in the hands of the buyer." *Arrow Bonding Company v. Warren*, Opinion #27166 (S.C. Sup. Ct. - Filed August 29, 2012), citing *Investors Savings Bank v. Phelps*, 303 S.C. 15, 397 S.E.2d 780 (Ct. App. 1990); *See also Wells Fargo, supra* (mortgage value is evidence of property's value). The purpose of the judicial sale is *not* to provide the borrower an opportunity to "buy low" and then use that low price to "cry foul" to get out of the deficiency judgment.

Just as in *Interstate Building*, such a transaction as this cannot be tolerated. In the most general sense, equity "is founded in natural justice in honesty and in right." 12 S.C. Jur. Equity § 2 (quoting J. Story, commentaries on Equity Jurisprudence 1 (2d ed. 1839)). Here, Meisner has not been honest or forthright. The current case involves circumstances in which the Defendant was intentionally deceptive and thus warrants the intervention of the court.

Meisner has orchestrated a deliberate scheme to avoid her obligations under the mortgage agreement by (1) having her agent bid on the subject property for her at the foreclosure sale, (2) having her agent submit a bid she avers is grossly under appraised value, (3) using her appraisal rights in an

attempt to lower the deficiency judgment while receiving the equity in the property, (4) titling the property in a limited liability company (LLC) she controls in an attempt to hide her ultimate gain, (5) having direct communications with a represented party about matters in litigation in an attempt to have the deficiency judgment waived and (6) failing to cooperate by giving access to the property she won at the sale so that SCBT can get an appraisal completed as required by statute.

It is inequitable to allow Meisner to take the position that the house is worth one price when she is borrowing money and to then to take a contrary position that the price is insufficient in order to avoid a deficiency judgment, and Meisner's participation in such a deliberate scheme estops her from doing so to the Plaintiff's detriment. Ms. Meisner owes a legitimate debt to SCBT and she should not be allowed to avoid that debt by exploiting the court system for her own personal gain.

CONCLUSION

This court should hold that the Defendant's deliberate manipulation of the court system is impermissible based on case law and clear equitable principles and should set aside the foreclosure sale that is the subject of this motion.

Respectfully submitted,

Teri K. Stomski (SC# 65250)
Rogers Townsend & Thomas
220 Executive Center Drive
Columbia, SC 29210
(803) 771-7900

August 24, 2012

STATE OF SOUTH CAROLINA | IN THE COURT OF COMMON PLEAS

COUNTY OF RICHLAND | CASE NO. 11-CP-40-6318

MOTION AND ORDER INFORMATION FORM AND COVER SHEET

SCBT, N. A. ☑ Plaintiff
v.

Sand Dollar 31, LLC; Rhonda Meisner; ☐ Defendant
Check box above indicating submitting party

name, S.C.Bar no, and address of plaintiff's attorney	name, S.C.Bar no, and address of Defendant's attorney
Teri K.Stomski (SC Bar# 65250) 220 Executive Center Drive, Columbia, SC 29210 telephone: 803-771-7900 fax: 803-343-7013	Glenn Bowens, Esq. Post Office Box 424 Winnsboro, South Carolina 29180 telephone: 803-714-7766 email:gbowens@popebowens.com

☑ **MOTION HEARING REQUESTED (attach written motion and complete SECTIONS I and III)**
☐ **FORM MOTION, NO HEARING REQUESTED (complete SECTIONS II and III)**
☐ **PROPOSED ORDER/CONSENT ORDER (complete SECTIONS II and III)**

2012 SEP -6 PM 4:18

SECTION I: Hearing Information

Nature of Motion: MOTION TO VACATE SALE
Estimated Time Needed: Court Reporter Needed: YES

SECTION II: Motion Fee

☑ PAID —AMOUNT: $25.00
☐ EXEMPT:
- ☐ Rule to Show Cause in Child or Spousal Support
- ☐ Domestic Abuse or Abuse and Neglect
- ☐ Indigent status
- ☐ State Agency v. Indigent Party
- ☐ Sexually Violent Predator Act
- ☐ Post-Conviction Relief
- ☐ Motion for Stay in Bankruptcy
- ☐ Motion for Publication
- ☐ Motion for Execution (Rule 69, SCRCP)
- ☐ Proposed order submitted at request of the court; or, reduced to writing from motion made in open court per judge's instructions
  Name of Court Reporter: _____
- ☐ Other: Referred to Master by Motion and Order of Court

SECTION III: Motion Type

☑ Written motion attached
☐ Form Motion —
I hereby move for relief or action by the court as set forth in the attached proposed order.

_____ August 30, 2012
Signature of Attorney for Plaintiff/Defendant Date submitted

JUDGE'S SECTION

☐ Motion Fee to be paid upon filing of the attached order.
☐ Other

_____
JUDGE
CODE:_____ Date: _____

CLERK'S VERIFICATION

DATE FILED

Collected by:_____
(print name)
☐ MOTION FEE COLLECTED: _____
☐ CONTESTED—AMOUNT DUE: _____

SCCA/233 (1/2003)

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STATE OF SOUTH CAROLINA	IN THE COURT OF COMMON PLEAS
COUNTY OF RICHLAND	DOCKET NO. 11-CP-40-6318
SCBT, N.A., Plaintiff, v. Sand Dollar 31, LLC; Rhonda Meisner, Defendant(s).	PLAINTIFF'S MOTION TO VACATE FORECLOSURE SALE

(016555-00039)

EARLINE H. McBRIDE
C.C.P. & G.S.
2012 SEP -5 PM 4:18
FILED

PLEASE TAKE NOTICE that ten (10) days after the service hereof, or as soon thereafter as counsel may be heard, the Plaintiff, SCBT, N.A., n/k/a SCBT (SCBT), will move before this Honorable Court for an order setting aside the judicial sale held on July 5, 2012, pursuant to the equitable principles propounded by the courts of South Carolina. Specifically, the foreclosure sale should be set aside because the Defendant engaged in a deceptive scheme to extinguish the Plaintiff's lien on the property by purchasing the property at the foreclosure sale through an undisclosed agent for an amount Defendant averred is significantly below appraised value.

FACTS

Defendant/Borrower Sand Dollar 31, LLC (Sand Dollar) purchased 8391 Winnsboro Road, the property which is the subject of this action, on or about March 3, 2006, for $30,000. Thereafter, on or about July 24, 2006, Sand Dollar executed a Note and granted a Mortgage in favor of SCBT in the amount of $36,000 and Defendant/Guarantor Rhonda Meisner executed a guaranty, guaranteeing the indebtedness evidenced by the Note, dated July 24, 2006 in the amount of $36,000. Defendants failed to make the January 25, 2010 and subsequent payments and the Note matured on July 25, 2011, thereby creating events of default under the Note and Mortgage.

On or about September 27, 2011, SCBT instituted the above-captioned foreclosure action, demanding a deficiency judgment against Sand Dollar and Meisner and this Court issued a Judgment of Foreclosure and Sale on May 14, 2012. After due notice, this Court held a sale on June 4, 2012, which became final on July 5, 2012, at which time SCBT's bid was bested by an upset bid.

On July 31, 2012, Meisner filed a verified Petition for Appraisal, stating therein that the winning bid was "a figure significantly beneath its appraised value." The Master's Report on Sale and

Disbursements and Order of Confirmation, filed August 8, 2012, stated that Meisner through her agent Kevin Nowell was the winning bidder at $10,501.00. Thereafter, the bid was assigned to South Carolina Operating Room Equipment, LLC, a S.C. limited liability company controlled by Meisner, and on August 16, 2012, a Master's Deed to this entity was recorded.

However, it was not until SCBT's counsel received the Master's Order Confirming Sale on August 10, 2012, that SCBT learned Meisner was the winning bidder, with a bid that was less than one-third (1/3) of what she paid for the property and seventy percent (70%) less than what she borrowed from SCBT.

After becoming the winning bidder, Meisner initiated a campaign of directly contacting SCBT's officers and employees, requesting that the deficiency judgments be waived. Meisner's direct communication about matters in the ongoing litigation was acknowledged by Defendants' counsel via written and verbal communications. After Meisner's repeated contacts, Plaintiff's counsel directed Defendants' counsel that Meisner was to have no further contact with anyone at SCBT other than Will Aiken, SVP/Special Assets Manager. Despite this admonishment, Meisner again contacted SCBT's CEO. On August 28, 2012, Plaintiff's counsel emailed Defendants' counsel about his client's repeated improper contact and also to request access to the subject property in order to have it appraised per Meisner's Petition. As of the date of this Motion, Defendant has not provided access to the subject property, despite repeated requests.

ARGUMENT

"A judicial sale will be set aside when either: (1) the sale price is so gross as to shock the conscience; or (2) the sale is accompanied by other circumstances warranting the interference of the court." *Wells Fargo Bank, NA v. Turner*, 378 S.C. 147, 150, 662 S.E.2d 424, 425 (Ct. App. 2008). In cases where the surrounding circumstances tend to show that the foreclosure sale should, in good conscience, be set aside, the court may consider the discrepancy between the accepted bid and the fair market value of the property as evidence to aid the court in arriving at the correct decision. *Spillers v. Clay*, 233 S.C. 99, 104, 103 S.E.2d 759, 761 (1958). Thus, the critical question in this case is whether circumstances surrounding the foreclosure sale warrant the interference of the court.

Although there are few cases that provide guidance on what types of circumstances necessitate the intervention of the court in a foreclosure case, this case presents facts that warrant such intervention. Here, Ms. Meisner has engaged in a deliberate scheme to avoid her obligations under her Mortgage agreement with SCBT. Although courts in this state have not addressed this fact pattern in the context of a foreclosure sale, the South Carolina Supreme Court has clearly stated that equitable intervention is

necessary in similar circumstances in the context of a tax sale. *See Interstate Building & Loan Ass'n v. Waters,* 50 S.C. 459, 27 S.E. 948 (1897).

In *Interstate Building*, the court examined whether a mortgagor (and delinquent taxpayer) could successfully defeat a mortgagee's lien on his property by developing a plan to avoid the mortgage by sending his wife to purchase his home at a tax sale. *Id.* at 27 S.E. at 950. At that time, state law allowed a purchaser at a tax sale to take the property free and clear of all liens when certain requirements were met. *Id.* at 27 S.E. at 951. Thus, the mortgagor refused to pay his taxes and then had his wife purchase his home at the tax sale free and clear of the mortgage. *Id.* at 27 S.E. at 949.

One of the issues in the case was whether the court could allow the sale to stand as a matter of equity. *Id.* at 27 S.E. at 951. The Court held that a court of equity could not tolerate such a transaction. *Id.* "What cannot be done directly will not be permitted to be done indirectly." *Id.* (emphasis added). A court of equity may not permit "the wife of the mortgagor *or any other person* to acquire such title, to the detriment of the mortgagee, as the result of a *deliberate scheme* between the purchaser and the mortgagor to defeat the lien of the mortgage." *Id* (emphasis added). Participation in such a deliberate scheme will estop the purchaser from asserting title to the detriment of the mortgagee. *Id.*

By the same analogy, Meisner cannot indirectly defeat SCBT's statutory right to a deficiency judgment by deliberately bidding on the subject property through an undisclosed agent in an amount less than one-third of the original purchase price she paid and the loan amount she borrowed. While at the same time, she schemes to use her appraisal rights to eliminate/reduce the deficiency judgment based on the very bid price she herself admits is "significantly beneath its appraised value."

Essentially, Ms. Meisner is pursuing double recovery by way of this foreclosure sale. The purpose of the judicial sale in a mortgage foreclosure is to "remove the mortgage encumbrance from the property, and therefore, the amount of the mortgage is a fair gauge of the property's value in the hands of the buyer." *Arrow Bonding Company v. Warren*, Opinion #27166 (S.C. Sup. Ct. - Filed August 29, 2012), citing *Investors Savings Bank v. Phelps*, 303 S.C. 15, 397 S.E.2d 780 (Ct. App. 1990); *See also Wells Fargo, supra* (mortgage value is evidence of property's value). The purpose of the judicial sale is *not* to provide the borrower an opportunity to "buy low" and then use that low price to "cry foul" to get out of the deficiency judgment.

Just as in *Interstate Building,* such a transaction as this cannot be tolerated. In the most general sense, equity "is founded in natural justice in honesty and in right." 12 S.C. Jur. Equity § 2 (quoting J. Story, commentaries on Equity Jurisprudence 1 (2d ed. 1839)). Here, Meisner has not been honest or forthright. The current case involves circumstances in which the Defendant was intentionally deceptive and thus warrants the intervention of the court.

Meisner has orchestrated a deliberate scheme to avoid her obligations under the mortgage agreement by (1) having her agent bid on the subject property for her at the foreclosure sale, (2) having her agent submit a bid she avers is grossly under appraised value, (3) using her appraisal rights in an attempt to lower the deficiency judgment while receiving the equity in the property, (4) titling the property in a limited liability company (LLC) she controls in an attempt to hide her ultimate gain, (5) having direct communications with a represented party about matters in litigation in an attempt to have the deficiency judgment waived and (6) failing to cooperate by giving access to the property she won at the sale so that SCBT can get an appraisal completed as required by statute.

It is inequitable to allow Meisner to take the position that the house is worth one price when she is the purchaser and to then to take a contrary position that the price is insufficient in order to avoid a deficiency judgment, and Meisner's participation in such a deliberate scheme estops her from doing so to the Plaintiff's detriment. Ms. Meisner owes a legitimate debt to SCBT, and she should not be allowed to avoid that debt by exploiting the court system for her own personal gain.

CONCLUSION

This court should hold that the Defendant's deliberate manipulation of the court system is impermissible based on case law and clear equitable principles and should set aside the foreclosure sale that is the subject of this motion.

Respectfully submitted,

Teri K. Stomski (SC# 65250)
Rogers Townsend & Thomas
220 Executive Center Drive
Columbia, SC 29210
(803) 771-7900

August 24, 2012

STATE OF SOUTH CAROLINA	IN THE COURT OF COMMON PLEAS
COUNTY OF RICHLAND	DOCKET NO. 11-CP-40-6317
SCBT, N. A.,	
Plaintiff,	
v.	**CERTIFICATE OF SERVICE**
Sand Dollar 31, LLC; Rhonda Meisner;	
Defendant(s).	

(016555-00039/40)

JEANETTE W. McBRIDE
C.C.P. & G.S.
2012 SEP -6 PM 4:18
FILED

I, Kimberly S. Steele, an employee with the Law Firm of Rogers Townsend & Thomas, PC, attorneys for the Plaintiff, SCBT, N.A. hereby certify that I have served or caused to be served a copy of the foregoing documents upon the below named individuals and/or counsel this the 6th day of September, 2012 via U.S. Mail:

DOCUMENT SERVED

Motion to Vacate The Sale

PARTIES SERVED

Glenn Bowens, Esq.
Post Office Box 424
Winnsboro, South Carolina 29180
Attorney for the Defendants

Kimberly S. Steele
Kimberly S. Steele, Paralegal

Columbia, South Carolina

591

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

SCBT, N.A,
☐ Plaintiff

v.

Sand Dollar 31, LLC, Rhonda Meisner
☒ Defendant.

CASE NO.
2011-CP-40-6317

MOTION AND ORDER INFORMATION
FORM AND COVER SHEET

RICHLAND COUNTY FILED
2014 JUN -7 PM 2:18
JEANNIE W. ROBERTSON C.C.P. & G.S. CLERK

Plaintiff's Attorney: , Bar No. Address: phone: fax: e-mail: other:	Defendant's Attorney: Glenn Bowens, Bar No. 70870 Address: PO Box 424 Winnsboro, SC 29180 phone: 803-714-7766 fax: 803-714-0775 e-mail: gbowens@bowenslawsc.com other:

☒ **MOTION HEARING REQUESTED (attach written motion and complete SECTIONS I and III)**
☐ **FORM MOTION, NO HEARING REQUESTED (complete SECTIONS II and III)**
☐ **PROPOSED ORDER/CONSENT ORDER (complete SECTIONS II and III)**

SECTION I: Hearing Information

Nature of Motion: Motion to Alter or Amend
Estimated Time Needed:30 minutes Court Reporter Needed: ☒ YES / ☐ NO

SECTION II: Motion/Order Type

☒ Written motion attached
☐ Form Motion/Order
I hereby move for relief or action by the court as set forth in the attached proposed order.

Signature of Attorney for ☐Plaintiff / ☒Defendant — June 7, 2012 Date submitted

SECTION III: Motion Fee

☒ PAID – AMOUNT: 25.00
☐ EXEMPT: (check reason)
☐ Rule to Show Cause in Child or Spousal Support
☐ Domestic Abuse or Abuse and Neglect
☐ Indigent Status ☐ State Agency v. Indigent Party
☐ Sexually Violent Predator Act ☐ Post-Conviction Relief
☐ Motion for Stay in Bankruptcy
☐ Motion for Publication ☐ Motion for Execution (Rule 69, SCRCP)
☐ Proposed order submitted at request of the court; or,
reduced to writing from motion made in open court per judge's instructions
Name of Court Reporter:
☐ Other:

JUDGE'S SECTION ☐ Motion Fee to be paid upon filing of the attached order. ☐ Other:	JUDGE CODE: Date:

CLERK'S VERIFICATION

Date Filed:

Collected by: _____

☐ MOTION FEE COLLECTED: _____
☐ CONTESTED – AMOUNT DUE: _____

SCCA/233 (11-03)

STATE OF SOUTH CAROLINA COUNTY OF RICHLAND	IN THE COURT OF COMMON PLEAS
SCBT, N.A., Plaintiff, v. Sand Dollar 31, LLC; Rhonda Meisner, Defendants.	DOCKET NO. 11-CP-40-6317 MOTION TO ALTER OR AMEND

2012 JUN -7 PM 2:18
JEANETTE W. WALKER
C.C.P. & G.S.
RICHLAND COUNTY
FILED

TO: TERI STOMSKI, ESQ. ATTORNEY FOR THE PLAINTIFF AND TO THE PLAINTIFF ABOVE NAMED

YOU WILL PLEASE TAKE NOTICE that the undersigned, as attorney for the Defendants, Sand Dollar 31, LLC and Rhonda Meisner, will move before the Master in Equity at the Richland County Courthouse at 10:00 a.m. on the tenth (10th) day after service hereof, or as soon thereafter as counsel may conveniently be heard, for an Order vacating, setting aside, amending, altering or reconsidering the judgment rendered in the above captioned action on the grounds that:

(1) The "Form 4 Judgment in a Civil Case" was prematurely filed and/or filed improperly by the Plaintiff.

(2) The Form 4 indicates the judgment amount to be entered against Sand Dollar 31, LLC and Rhonda Meisner was $63,734.92; however, this is a foreclosure action and at the time the Form 4 was filed the judgment amount had not yet been determined as neither the foreclosure sale nor the appraisal had taken place;

(3) The Form 4 filed by the Plaintiff incorrectly states the judgment against Rhonda Meisner as $63,734.92, the maximum amount of Rhonda Meisner's personal liability is limited to $31,140.00 as this was the amount of her personal guarantee (this amount is subject to being further reduced based on the outcome of the foreclosure sale and the appraisal). The Form 4

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filed by the Plaintiff erroneously conveys to the public that judgment for $63,734.92 was entered against Rhonda Meisner.

(4) The judgment amount shown on the Form 4 includes attorney fees and costs. Upon information and belief, the Plaintiff has not yet submitted an Affidavit of Attorney Fees and Costs with an itemized statement of attorney fees and costs for approval by the Court nor provided a copy to the Defendants for their review and objection.

(5) Judge Strickland did not sign the Form 4 that was filed by the Plaintiff. The Form 4 Instruction # 2 provides in part "the judge will review and sign Form 4 when he or she signs an order that includes judgment enrollment information for the judgment index." Moreover, the Defendants were not provided with a signed copy of the formal order signed by Judge Strickland. The Defendants were not provided a copy of the filed Form 4, nor was counsel for the Defendants provided with a copy of the filed Form 4 or the formal order signed by Judge Strickland. The Plaintiff improperly communicated directly with the Defendants regarding the Form 4 even though the Defendants are represented by counsel.

(6) The full amount allegedly owed was entered in the "Information for the Public Index" section of the Form 4; however, Form 4 Instruction # 10 provides "When an Order of Foreclosure is filed, neither the parties or debt owed should not be listed in the Information for the Public Index Section, unless the foreclosure order specifically requires entry of the full judgment amount before the foreclosure sale, pursuant to Section 29-3-650 of the SC Code." Upon information and belief the Court did not specifically order the full judgment amount to be entered before the foreclosure sale and before submission of the itemized statement of attorney fees and costs.

The Plaintiff improperly filed the Form 4 and as a result the Defendants have been required to file this motion causing them to incur attorney fees and costs unnecessarily. The

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SOT

Defendants request the court award Defendants' attorney fees and costs and/or make an appropriate adjustment to the attorney fees and costs that may be awarded to the Plaintiff to offset the fees and costs incurred by the Defendants with respect to this motion.

This motion is brought pursuant to S.C.R.C.P 52, 59 and 60 and will be supplemented and supported by such affidavits, depositions, discovery responses, memoranda of law, and such other documents as appropriate.

Respectfully submitted,

Glenn Bowens, Esq.
PO Box 424
Winnsboro, S.C. 29180
Attorneys for the Plaintiff

Winnsboro, South Carolina
June 7, 2012

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~~508~~

STATE OF SOUTH CAROLINA COUNTY OF RICHLAND SCBT, N.A., Plaintiff, v. Sand Dollar 31, LLC; Rhonda Meisner, Defendants.	IN THE COURT OF COMMON PLEAS DOCKET NO. 11-CP-40-6317 CERTIFICATE OF SERVICE

RICHLAND COUNTY
FILED
2012 JUN -7 PM 2:28
JEANETTE W. WALKER
C.C.P. & G.S.

I, Glenn Bowens, attorney for the Plaintiff, do hereby certify that I have this day served a copy of the foregoing **Motion to Alter or Amend** in connection with the above referenced case by placing a copy of the same in the United States Mail, postage prepaid, to the following Address:

Terri Stomski
Rogers Townsend & Thomas, PC
220 Executive Center Dr.
Columbia, SC 29210

This the 7th Day of June 2012 A.D.

Glenn Bowens

596
509

STATE OF SOUTH CAROLINA)
)
COUNTY OF RICHLAND)

SCBT, N.A.,
☐ Plaintiff

v.

Sand Dollar 31, LLC, Rhonda Meisner
☒ Defendant.

IN THE COURT OF COMMON PLEAS

CASE NO.
2011-CP-40-6318

MOTION AND ORDER INFORMATION FORM AND COVER SHEET

Plaintiff's Attorney: , Bar No. Address: phone: fax: e-mail: other:	Defendant's Attorney: Glenn Bowens, Bar No. 70870 Address: PO Box 424 Winnsboro, SC 29180 phone: 803-714-7766 fax: 803-714-0775 e-mail: gbowens@bowenslawsc.com other:

2012 JUN -7 P 2:17
JEANETTE W. GRAHAM
C.C.&C.P.
RICHLAND COUNTY
FILED

☒ **MOTION HEARING REQUESTED (attach written motion and complete SECTIONS I and III)**
☐ **FORM MOTION, NO HEARING REQUESTED (complete SECTIONS II and III)**
☐ **PROPOSED ORDER/CONSENT ORDER (complete SECTIONS II and III)**

SECTION I: Hearing Information

Nature of Motion: Motion to Alter or Amend
Estimated Time Needed:30 minutes Court Reporter Needed: ☒ YES / ☐ NO

SECTION II: Motion/Order Type

☒ Written motion attached
☐ Form Motion/Order

I hereby move for relief or action by the court as set forth in the attached proposed order.

Signature of Attorney for ☐Plaintiff / ☒Defendant — June 7, 2012 Date submitted

SECTION III: Motion Fee

☒ PAID – AMOUNT: 25.00
☐ EXEMPT: (check reason)
☐ Rule to Show Cause in Child or Spousal Support
☐ Domestic Abuse or Abuse and Neglect
☐ Indigent Status ☐ State Agency v. Indigent Party
☐ Sexually Violent Predator Act ☐ Post-Conviction Relief
☐ Motion for Stay in Bankruptcy
☐ Motion for Publication ☐ Motion for Execution (Rule 69, SCRCP)
☐ Proposed order submitted at request of the court; or, reduced to writing from motion made in open court per judge's instructions
Name of Court Reporter:
☐ Other:

JUDGE'S SECTION

☐ Motion Fee to be paid upon filing of the attached order.
☐ Other:

JUDGE

CODE: Date:

CLERK'S VERIFICATION

Date Filed:

Collected by:

☐ MOTION FEE COLLECTED: 25.-
☐ CONTESTED – AMOUNT DUE:

SCCA/233 (11-03)

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STATE OF SOUTH CAROLINA COUNTY OF RICHLAND	IN THE COURT OF COMMON PLEAS
SCBT, N.A., Plaintiff, v. Sand Dollar 31, LLC; Rhonda Meisner, Defendants.	DOCKET NO. 11-CP-40-6318 MOTION TO ALTER OR AMEND

RICHLAND COUNTY
FILED
2012 JUN -7 PM 2:17
JEANNETTE W. McBRIDE
C.C.P. & G.S.

TO: TERI STOMSKI, ESQ. ATTORNEY FOR THE PLAINTIFF AND TO THE PLAINTIFF ABOVE NAMED

YOU WILL PLEASE TAKE NOTICE that the undersigned, as attorney for the Defendants, Sand Dollar 31, LLC and Rhonda Meisner, will move before the Master in Equity at the Richland County Courthouse at 10:00 a.m. on the tenth (10th) day after service hereof, or as soon thereafter as counsel may conveniently be heard, for an Order vacating, setting aside, amending, altering or reconsidering the judgment rendered in the above captioned action on the grounds that:

(1) The "Form 4 Judgment in a Civil Case" (a copy of which is attached hereto and incorporated by reference) was prematurely filed and/or filed improperly by the Plaintiff.

(2) The Form 4 indicates the judgment amount to be entered against Sand Dollar 31, LLC and Rhonda Meisner was $43,220.45; however, this is a foreclosure action and at the time the Form 4 was filed the judgment amount had not yet been determined as neither the foreclosure sale nor the appraisal had taken place.

(3) The Form 4 filed by the Plaintiff incorrectly states the judgment against Rhonda Meisner as $43,220.45, the maximum amount of Rhonda Meisner's personal liability is limited to $36,000.00 as this was the amount of her personal guarantee (this amount is subject to being further reduced based on the outcome of the foreclosure sale and the appraisal). The Form 4

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filed by the Plaintiff erroneously conveys to the public that judgment for $43,220.45 was entered against Rhonda Meisner.

(4) The judgment amount shown on the Form 4 includes attorney fees and costs. Upon information and belief, the Plaintiff has not yet submitted an Affidavit of Attorney Fees and Costs with an itemized statement of attorney fees and costs for approval by the Court nor provided a copy to the Defendants for their review and objection.

(5) Judge Strickland did not sign the Form 4 that was filed by the Plaintiff. The Form 4 Instruction # 2 provides in part "the judge will review and sign Form 4 when he or she signs an order that includes judgment enrollment information for the judgment index." Moreover, the Defendants were not provided with a signed copy of the formal order signed by Judge Strickland, nor was counsel for the Defendants provided with a copy of the filed Form 4 or the formal order signed by Judge Strickland. The Plaintiff improperly communicated directly with the Defendants regarding the Form 4 even though the Defendants are represented by counsel.

(6) The full amount allegedly owed was entered in the "Information for the Public Index" section of the Form 4; however, Form 4 Instruction # 10 provides "When an Order of Foreclosure is filed, neither the parties or debt owed should not be listed in the Information for the Public Index Section, unless the foreclosure order specifically requires entry of the full judgment amount before the foreclosure sale, pursuant to Section 29-3-650 of the SC Code." Upon information and belief the Court did not specifically order the full judgment amount to be entered before the foreclosure sale and before submission of the itemized statement of attorney fees and costs.

The Plaintiff improperly filed the Form 4 and as a result the Defendants have been required to file this motion causing them to incur attorney fees and costs unnecessarily. The Defendants request the court award Defendants' attorney fees and costs and/or make an

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appropriate adjustment to the attorney fees and costs that may be awarded to the Plaintiff to offset the fees and costs incurred by the Defendants with respect to this motion.

This motion is brought pursuant to S.C.R.C.P 52, 59 and 60 and will be supplemented and supported by such affidavits, depositions, discovery responses, memoranda of law, and such other documents as appropriate.

Respectfully submitted,

Glenn Bowens, Esq.
PO Box 424
Winnsboro, S.C. 29180
Attorneys for the Plaintiff

Winnsboro, South Carolina
June 7, 2012

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STATE OF SOUTH CAROLINA

COUNTY OF RICHLAND

SCBT, N. A.,

Plaintiff,

v.

Sand Dollar 31, LLC; Rhonda Meisner;

Defendant(s).

(016555-00040)

IN THE COURT OF COMMON PLEAS

DOCKET NO. 11-CP-40-6317

AFFIDAVIT OF ATTORNEY'S FEES
Deficiency Judgment Demanded

2016 NOV 23 AM 9:48
RICHLAND COUNTY
FILED

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

I am one of the attorneys for Plaintiff in the above-captioned action.

Background of Representation and Nature, Extent and Difficulty of the Representation

Plaintiff engaged my law firm, Rogers Townsend & Thomas, PC, to foreclose the mortgage that is the subject of this action. Plaintiff instructed our firm to handle this action as expeditiously as possible. Moving foreclosure cases along quickly is important to our clients because almost always our client's equity position deteriorates with time as the borrower fails to pay interest on his or her loan. Furthermore, in foreclosure cases, our clients face the increased risk that borrowers will not preserve the value of their homes as well as those borrowers who are not in default. Finally, there is a risk that they will allow their insurance to lapse or will not be able to pay their real property taxes.

Foreclosure cases typically involve multiple defendants, defendants with competing interests, and, frequently, third-party bidders. Unlike many other cases involving litigation, they require a title abstract to be performed. Foreclosure cases are governed by state statutes, specific rules of civil procedure, and an ever-growing body of common law. They also involve consumer rights protected by both federal and state statutes and case law. Frequently, homeowners will file petitions in the United States Bankruptcy Court to forestall the loss of their homes. Foreclosure cases usually involve pro se litigants who often contact our firm by telephone or in person (at the office or in court just before the hearing) to learn about the process, to learn how to reach our client directly, to try to bring their loan current, to pay off their loan, or to have their loan modified. At the time we accept a case, we do not know the full extent of the challenges we will run into and have to deal with for the fees we have agreed to handle the case for.

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When RTT assumed the representation of Plaintiff in this foreclosure action, we assumed a number of risks. Those risks include the possibility that any of the parties involved (the plaintiff, the court, our own staff, a third-party bidder, or some other third party) could make an error at any stage of the process. Errors made in the process of a foreclosure case can be expensive to remediate, largely because of the value of real property, but also because our client's instruction that we complete cases as expeditiously as possible requires us to presume that, for the most part, the legal process will run smoothly and without unnecessary errors or delays. We also incurred the risk that the borrower might try to mislead us about a loss mitigation resolution or that he or she might file a bankruptcy petition just before a critical event in the case.

I am informed and believe that Plaintiff selected RTT to handle this foreclosure because we have a large staff of attorneys and other skilled non-attorney professionals who are highly trained in a legal system that enables RTT to comply with Plaintiff's instructions. RTT also has expensive computer systems, and RTT creates and maintains data about our clients and the court system in the state that enable us to move cases quickly, to comply with the law, and to deal with borrowers. RTT also has sufficient capital to allow it to advance the litigation expenses required for cases to move quickly and efficiently. RTT has a proven track record with Plaintiff for accomplishing its work expeditiously and inexpensively.

We received this file and entered data about this case into our system to enable the rest of the foreclosure process to run smoothly. We then updated that data as we learned more about the case. We examined the title to identify all parties having or claiming any interest in the subject real estate. Ultimately, my fellow counsel, our staff, and I have been responsible for the preparation of the following pleadings and other documents in this case:

1. Lis Pendens and any amendment thereto
2. Summons and Complaint and any amendment thereto
3. Affidavits and proposed Orders for publication
4. Answer to Counterclaim
5. Certificate of Non-Military Service
6. Consent(s) to Order of Reference
7. Order of Reference
8. Notice(s) of Hearing
9. Record of Hearing
10. Proposed Judgment of Foreclosure and Sale
11. Notice of Sale

Additionally, we have been responsible for preparing and serving the pleadings upon each defendant personally or by statutory/substitute service; obtaining reinstatement and payoff figures and payment histories (if requested or required); and scheduling and attending the hearing in this matter.

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Our responsibilities after today include sending copies of the notice of the entry of judgment to appearing defendants, obtaining bidding instructions from Plaintiff or its designee, representing Plaintiff at the sale or arranging for such representation, preparing an Order of Sale or Report on Sale and Disbursements and Order Confirming Sale, and preparing the Foreclosure Deed and any other documents necessary in this particular action.

Plaintiff has advanced $3,321.00 in Attorney Fees for this case to my law firm, and this amount appears in the section of the debt entitled, "Advances."

I am informed and believe that all litigation expenses were reasonably and necessarily incurred.

Time Necessarily Devoted to the Case

To date, we have spent 16 hours and incurred $3,321.00 in attorney fees on this foreclosure case. After today, however, I estimate that, in addition to the time and effort we have expended to date in prosecuting this action, our firm will spend a minimum of four more hours working on the case. Moreover, depending upon the interest shown by defendants, third parties, or counsel for either and the inherent negotiations required thereby, other time may also be committed to the completion of the case. In that regard, I reserve the right to re-visit the question of attorney's fees should the action proceed in an unexpected way.

Professional Standing of Counsel

I have been the attorney primarily involved in this representation. However, other attorneys at RTT who primarily work on foreclosure cases in South Carolina are Samuel C. Waters, Cheryl H. Fisher, Reginald P. Corley, Jennifer W. Rubin, Ellie C. Floyd, Michael P. Morris, Eve M. Stacey, Mary R. Powers, Robert P. Davis, and William S. Koehler and collectively they have more than 100 years of experience in foreclosure and lender representation. Some or all of the lawyers previously named have worked on this case. We occasionally call on other lawyers in the firm to help us out.

I concentrate my practice in the areas of commercial foreclosure, banking and finance and commercial real estate. I was formerly State Counsel for five years for a national title insurance underwriter. I am an adjunct professor at the USC School of Law teaching Real Estate Transactions II and a frequent author and presenter for continuing legal education programs sponsored by the South Carolina Bar, Palmetto Land Title Association, American Land Title Association and private organizations. I was awarded the Gold Compleat Lawyer Award in 2009 and maintain an "AV® Preeminent" rating by Martindale-Hubbell, the highest possible rating in both legal ability and ethical standards. I have practiced law since 1992 with an emphasis on real estate transactions and litigation, lender representation and creditors' rights.

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Furthermore, this fee is in line with the fee customarily awarded to counsel with similar experience in this particular locality. Also, the Plaintiff's attorneys have achieved the beneficial result of a prompt foreclosure of the mortgage. In addition, we have available to us other attorneys in the firm who handle non-routine or contested litigation matters more than we do. Finally, we are able to provide more cost-effective legal services because we use a staff or highly trained and efficient non-attorney professionals, all of whom are supervised by some or all of the attorneys listed above

Contingency of Compensation

We work on an hourly fee basis for our commercial foreclosure clients.

In any event, in almost all of our cases our clients do not pay us until long after it has referred the case to us. Because of the long delay between the work we perform and when we are paid, we run the risk that our client will go into insolvency proceedings or transfer a loan to another entity during the foreclosure proceeding and never pay us. Our experience has confirmed the reality of such risk of non-payment.

Beneficial Results Obtained

I have submitted this affidavit because I believe the Court will enter a judgment of foreclosure and sale consistent with the relief we requested in the pleadings. Therefore, if the court is considering this affidavit, it is only because my law firm has obtained a beneficial result for my client.

Customary Legal Fees for Similar Services

Under the foregoing recitals, I have found that courts generally award attorney's fees of $4,500.00 or more for similar residential foreclosure cases in South Carolina. The fee I am requesting in this case is in line with those awards. This sum is contemplated in language contained in the mortgage previously offered into evidence in this action.

Conclusion

In view of all of the foregoing facts and the size of the mortgage debt involved in this case, in my professional opinion a reasonable attorney's fee would be $6,000.00 plus expenses.

Rogers Townsend & Thomas, PC
ATTORNEYS FOR PLAINTIFF
Teri K. Stomski
220 Executive Center Drive
Columbia, SC 29210

Post Office Box 100200 (29202)
(803) 771-7900

Sworn to before me this 24th day of April, 2012.

Notary Public for South Carolina
My Commission Expires: 11-5-19

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STATE OF SOUTH CAROLINA	IN THE COURT OF COMMON PLEAS
COUNTY OF RICHLAND	CIVIL ACTION #2011-CP-40-6317
SCBT, N.A.,	
Plaintiff,	AFFIDAVIT
vs.	
Sand Dollar 31, LLC, Rhonda Meisner,	
Defendants.	

(16555-40 SMF)

RICHLAND COUNTY FILED
2016 NOV 23 AM 9:48
MARIETTE W. [illegible]
C.C.P. & G.S.

PERSONALLY APPEARED BEFORE ME, the undersigned attorney for the Plaintiff SCBT, N.A. n/k/a South State Bank ("Plaintiff"), who, being duly sworn, deposes and says that:

1. I am a lawyer with the firm of Rogers Townsend & Thomas PC. I have been practicing law with a focus in mortgage-related litigation since 2008.

2. Plaintiff engaged Rogers Townsend & Thomas PC to handle the above-captioned foreclosure action against Defendants Sand Dollar 31, LLC, and Rhonda Meisner ("Defendants").

3. The attorneys and staff who worked on this case for Plaintiff billed their time hourly to the file for this case using time-keeping and billing software called "ProVantage."

4. ProVantage is a comprehensive time and billing software. It includes a fully integrated general ledger system for financial reporting. Hourly fees are entered into matters (billable files) and priced according to fee schedules approved by supervising attorneys. Billing teams in the Administration Department of Rogers Townsend & Thomas PC work closely with line staff and attorneys to ensure that client billing is accurate and timely.

5. I printed the attached report from our firm's ProVantage Software on July 26, 2016. (*See* Narrative of Services from ProVantage attached as Exhibit A.) It shows all time entries billed to Plaintiff for each task completed on this particular file up through the time that Rhonda Meisner appealed this case to the South Carolina Court of Appeals. It does not include time spent and amounts billed for work done in Rhonda Meisner's appellate case or thereafter. That time was kept and billed under a different case file number.

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6. I, with the assistance of my paralegal, have redacted certain privileged information contained in the attached report. On behalf of Plaintiff, I assert the attorney-client and work product privileges with respect to the redacted portions of the task descriptions.

7. Upon information and belief, I believe the attached report shows an accurate account of the work performed, time spent, and amounts billed to Plaintiff by this law firm for this case.

8. I have included the below chart that provides the initials and names of all individuals that accrued time and worked on this matter:

Initials	Name
TKS	Teri Stomski, Attorney
KC	Kathy Clark, Paralegal
HPW	Harriett P. Wallace, Attorney
MDW1	Melissa Wessinger, Paralegal
CB2	Carl Bell, Law Clerk
KB	Kara Bailey, Law Clerk
JH	Jack Heron, Law Clerk
BMJ	Becky Jetzke, Paralegal
CDC	Cynthia Cawrse, Paralegal

FURTHER AFFIANT SAYETH NOT.

Sworn before me this 20th day of July, 2016

Notary Public for the State of South Carolina
My Commission Expires: 02.Dec.19

Sean M. Foerster (SC Bar# 77466)
Rogers Townsend & Thomas, PC
1221 Main Street, 14th Floor (29201)
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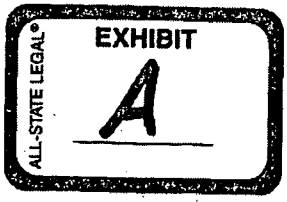
sean.foerster@rtt-law.com
(803) 771-7900 tel. #
(803) 343-7107 fax #

Attorneys for Plaintiff SCBT, N.A. n/k/a South State Bank

Rogers Townsend & Thomas, PC

Narrative of Services



Client: 016555 South State Bank (Commercial Cases) **Matter:** 00040 Sand Dollar 31, LLC/ 4824 Linden Street

Date	Employee	Hours	Amount	Description
Fees				
7/21/2011	tks	0.20	50.00	Email to [redacted] regarding status of [redacted]
9/9/2011	tks	0.60	150.00	Review of title updates for foreclosure
9/16/2011	KC	0.80	72.00	Prepare draft of Summons and Complaint.
9/19/2011	tks	0.40	100.00	Corrections to UPSC
9/21/2011	KC	0.30	27.00	Prepare exhibits for summons and complaint and prepare for filing.
9/23/2011	KC	0.40	36.00	Revise Summons and Complaint
9/27/2011	tks	0.40	100.00	Revisions to LPSC and causes of action; Letter to court
9/27/2011	KC	0.40	36.00	Prepare Amended Summons and Complaint and prepare Service Letter.
10/7/2011	tks	0.50	125.00	Work on service; Emails to/from [redacted]
10/18/2011	tks	0.10	25.00	Emails to/from [redacted] regarding [redacted]
11/3/2011	KC	0.50	62.50	Prepare publication documents.
11/4/2011	KC	0.40	50.00	Prepare publication documents to be filed with Clerk.
11/4/2011	tks	0.60	150.00	Work on motion and order for publication; execution of publication package.
12/2/2011	tks	0.40	100.00	Review of file; email to Glen at Pope Bowens re: acceptance of service.
12/2/2011	KC	0.20	25.00	Prepare Acceptance of Service.
12/6/2011	tks	0.20	50.00	Call with Glen Bowens; re: Meisner service and follow up.
12/9/2011	tks	0.20	50.00	Call to Bowens; left message re: service.
12/16/2011	tks	0.80	200.00	Review of letter and executed documents from Defendan'ts attorney; emails to and from [redacted] re: [redacted].
12/16/2011	KC	0.30	37.50	Prepare letter to Clerk with Acceptance of Service.
1/8/2012	tks	0.80	200.00	Emails to/from G. Bowens regarding extension to answer and possible Deed in Lieu; emails to/from [redacted] regarding [redacted]. [redacted]
1/10/2012	tks	0.80	200.00	Work on [redacted]; work on [redacted]. [redacted]
1/17/2012	tks	0.80	200.00	Emails to/from Defendant's attorney regarding guaranty and appraisal rights; review of guaranty and statute; email to [redacted] with [redacted]. [redacted]
1/19/2012	tks	0.80	200.00	Email from defendents attorney regarding COJ; email and call to [redacted] regarding [redacted]; work on COJ requirement email to Bowens. [redacted]
1/20/2012	tks	0.80	200.00	Review of emails and answer and counterclaim from defenses' counsel; email to [redacted] with [redacted]; email to defendents counsel; calendared for answering counterclaim work on orders of reference; administrative order compliance with attachments. [redacted]
1/20/2012	KC	0.40	50.00	Prepare Order of Reference.
1/23/2012	tks	0.30	75.00	Work on Order of Reference and filing. [redacted]
1/31/2012	KC	0.30	37.50	Email Richland County to schedule hearing.

Narrative of Services

Client: 016555 South State Bank (Commercial Cases)

Matter: 00040 Sand Dollar 31, LLC/ 4824 Linden Street

Date	Employee	Hours	Amount	Description
2/14/2012	tks	0.60	150.00	Review of [redacted]; preparation for answer to counterclaim; review of [redacted].
2/15/2012	tks	0.60	150.00	Call to [redacted] regarding [redacted]; email from [redacted] regarding [redacted]; drafting answer to counterclaim.
2/16/2012	tks	1.00	250.00	Draft reply to defendants answer and counterclaim; final revisions; preparation for filing.
2/17/2012	KC	0.50	62.50	Prepare Answers to be filed with Clerk
2/27/2012	tks	0.20	50.00	Work on scheduling hearings.
2/28/2012	KC	0.40	50.00	Schedule Hearing
3/12/2012	KC	0.40	50.00	Prepare Notice of Hearing.
3/13/2012	KC	0.30	37.50	Prepare letter to clerk with notice of hearing.
3/15/2012	tks	0.20	50.00	Review of correspondence from court.
3/19/2012	tks	0.40	100.00	Work on upcoming hearings.
4/13/2012	KC	1.20	150.00	Prepare hearing package.
4/16/2012	tks	0.20	50.00	Email from Opposing counsel; re: COJ; emails to and from [redacted].
4/16/2012	tks	0.60	150.00	Emails from opposing counsel; email to [redacted] re: [redacted].
4/17/2012	tks	0.80	200.00	Emails to and from opposing counsel re: debt information and upcoming hearing.
4/17/2012	KC	0.40	50.00	Prepare validation of debt.
4/18/2012	KC	0.50	62.50	Revise hearing package.
4/19/2012	tks	1.40	350.00	Work on and [redacted]; review of answer in preparation for hearing.
4/20/2012	KC	0.30	37.50	Revise hearing package.
4/23/2012	tks	0.80	200.00	Review of revised hearing package; revision to verification of debt and payment dates.
4/24/2012	KC	0.50	62.50	Prepare packages for hearing.
4/25/2012	tks	2.60	650.00	Prep for hearing; attendance at hearing; emails to and from [redacted] re: [redacted].
5/3/2012	KC	0.30	37.50	Email revised hearing package to Judge.
5/4/2012	tks	0.40	100.00	Final revisions to Orer with the findings re: stipulation about appraisal rights; work on service to court and opposing counsel.
5/16/2012	KC	0.30	37.50	Prepare Notice of Sale.
5/18/2012	KC	0.20	25.00	Send out bidding instructions.
5/22/2012	KC	0.20	25.00	Obtain bidding instructions.
5/22/2012	tks	0.40	100.00	Emails to and from opposing counsel re: Order and amounts of indebtedness; review of signed orders.

Narrative of Services

Client: 016555 South State Bank (Commercial Cases)

Matter: 00040 Sand Dollar 31, LLC/ 4824 Linden Street

Date	Employee	Hours	Amount	Description
6/11/2012	tks	1.00	250.00	Review of [redacted]; conference w/ [redacted] re: [redacted].
6/12/2012	tks	1.60	400.00	Drafting Return to Defendants Motion to Alter and/or Amend.
6/13/2012	tks	0.80	200.00	Revisions to Return; prep for filing.
6/22/2012	CB2	0.20	25.00	Filing of Motion to Alter or Amend - (drafting, copying, mailing).
6/28/2012	CB2	0.15	18.75	Receipt of docs from Richland Co., Clerk of Court
6/29/2012	CB2	0.20	25.00	Research and filing of Master In Equity document.
7/5/2012	tks	1.00	250.00	Receipt and review of letter from G. Bowens; Drafting response letter to Judge Strickland re: 2nd sale; email to [redacted] re: [redacted]; Conf call with Judge Strickland re: 2nd sale going forward and Motion hearing to be scheduled; email to [redacted] re: [redacted]; work on [redacted]
7/5/2012	CB2	0.20	25.00	Emails to [redacted]; search info from Judge Strickland office; scan and file docs from Def. Atty and [redacted]
7/5/2012	CB2	0.10	12.50	PC with Sabrina in the MIE office concerning the reference properties at the deficiency sale.
7/6/2012	tks	0.40	100.00	Work on 2nd sale and email to [redacted] re: [redacted]
7/6/2012	CB2	0.20	25.00	File Summons and Order of Appointment; email same to [redacted] for [redacted].
7/9/2012	tks	0.30	75.00	Emails to/from [redacted] re: [redacted].
7/18/2012	tks	2.80	700.00	Prep for [redacted]; Receipt and review of Defendant's Memorandum in Support of Motion; Attendance at hearing; call to [redacted] re: [redacted].
7/19/2012	tks	0.20	50.00	Emails to [redacted] re: [redacted].
7/23/2012	tks	1.00	250.00	Work on [redacted]; draft Order Denying Def's Motion; letter to court.
7/24/2012	CB2	0.20	25.00	Sign COS, scan, copy and mail Motion to Atty for Def; mail original to Judge Strickland for signature and ret of stamped sign copy.
7/24/2012	tks	0.30	75.00	Work on docs requested by Opp. counsel and Court.
7/24/2012	KB	1.00	125.00	Prepare Compliance package
7/25/2012	tks	0.40	100.00	Work on bid compliance w/the court.
7/25/2012	KB	0.70	87.50	Finalize compliance package
7/30/2012	tks	0.40	100.00	Email from Master in Equity office re: publication costs for bid compliance
8/2/2012	CB2	0.15	18.75	Copy and scan Petition to file.
8/2/2012	tks	1.10	275.00	Receipt and review of Petition for Appraisal and proposed Order for Appraisal from Meisner; Call from Court re: scheduling a status conference; emails to/from court and opposing counsel re: status conference; Email to/from [redacted] re: [redacted].
8/3/2012	CB2	0.10	12.50	Save emails to LawBase Notes.

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Narrative of Services

Client: 016555 South State Bank (Commercial Cases)

Matter: 00040 Sand Dollar 31, LLC/ 4824 Linden Street

Date	Employee	Hours	Amount	Description
8/3/2012	tks	0.40	100.00	Receipt and review of appraisals; emails to/from [redacted] re: [redacted]
8/9/2012	tks	0.40	100.00	Email from opposing counsel re: possible deficiency judgment waiver by SCBT; emails to/from [redacted] re: [redacted]; call with [redacted] re: [redacted]; email to opposing counsel
8/10/2012	JH	1.50	187.50	Conducted research on [redacted]
8/10/2012	BMJ	0.20	25.00	Letter to [redacted] with [redacted]
8/10/2012	tks	1.60	400.00	Emails to/from [redacted] re: [redacted] re: [redacted]; preparation for status conference; review of Master's order confirming sale; research on [redacted]; emails from/to opposing counsel re: order denying motion to alter/amend; emails to opposing counsel re: Meisner's contact with SCBT; review of [redacted]
8/12/2012	tks	0.60	150.00	Preparation for status conference with Judge Strickland
8/15/2012	tks	0.20	50.00	Emails from/to [redacted] re: [redacted]
8/16/2012	tks	0.90	225.00	Emails from/to opposing counsel re: purchaser of property from Meisner's assignment; emails to/from Richland County MIEre: Master's deed; emails to/from [redacted] re: [redacted]; work on [redacted]
8/17/2012	tks	1.40	350.00	Drafting memorandum of law in response to defendants' memorandum of law; [redacted]; drafting facts section re: guaranty signed by Meisner
8/17/2012	tks	0.30	75.00	Emails and calls with Tommy Garvin re: appraisal; draft letter to Judge Strickland appointing appraiser per statutory requirements
8/20/2012	tks	1.00	250.00	Revisions to memorandum of law; [redacted]
8/22/2012	tks	0.10	25.00	Email from/to opposing counsel about deficiency judgments against Meisner and Sand Dollar
8/22/2012	tks	0.30	75.00	Email and call from [redacted] re: [redacted] re: [redacted]
8/23/2012	tks	0.90	225.00	Work on [redacted]
8/23/2012	tks	0.30	75.00	Work on [redacted]
8/28/2012	JH	2.10	262.50	Drafted [redacted]
8/28/2012	tks	0.40	100.00	Emails to/from appraiser re: drive-by and statutory reqs; Emails to/from [redacted] re: [redacted]; Email to opposing counsel re: access to property for appraisal
8/28/2012	tks	1.00	250.00	Receipt and review of [redacted]
8/29/2012	tks	1.00	250.00	Drafting and revision of [redacted]

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Narrative of Services

Client: 016555 South State Bank (Commercial Cases)

Matter: 00040 Sand Dollar 31, LLC/ 4824 Linden Street

Date	Employee	Hours	Amount	Description
8/29/2012	tks	0.20	50.00	Emails to/from opposing counsel re: email he received from MIE office re: status conference; emails to/from Bowens re: access to properties for appraisals.
8/31/2012	tks	0.40	100.00	Emails to/from opposing counsel re: getting access to the property for an appraisal; work on title search for copy of recorded Master's deed; Emails to/from [redacted] re: [redacted]
9/4/2012	tks	0.20	50.00	Emails to/from Richland MIE re: status Order for Denying Defendant's Motion to alter or amend
9/4/2012	tks	0.20	50.00	Emails to/from opposing counsel re: appraisal on property and access to properties; emails to/from appraiser re: contact info for Meisner to schedule access
9/5/2012	tks	0.20	50.00	Emails to/from appraiser re: expected date for final appraisals
9/6/2012	tks	0.40	100.00	Emails to/ from T. Garvin re: type of appraisal required by statute; work on motion coversheets, certificate of service, etc. for Motion to Vacate Sale
9/11/2012	tks	0.30	75.00	mails to/from appraiser and [redacted] re: [redacted]
9/17/2012	tks	0.20	50.00	Emails to/from appraiser re: appraisal and acces to property
9/17/2012	tks	0.20	50.00	Email from appraiser re: appraisal and expected completion date
9/21/2012	tks	0.40	100.00	Recept and review of appraisal by Tommy Garvin; emails to/from [redacted] and [redacted] re: [redacted]
9/21/2012	tks	0.10	25.00	work on status of appraisal rights Order
10/9/2012	CDC	0.20	25.00	Received and scanned in defendant's reply/ emailed to Teri
10/9/2012	tks	0.50	125.00	Receipt and review of Meisner's reply to memorandum
10/17/2012	tks	0.30	75.00	Emails to/from opposing counsel and the Judge's clerk re: order of appraisal rights, status conference and outstanding motion
10/25/2012	CDC	0.10	12.50	Received Summons and Order of appointment / notes to file
11/6/2012	tks	3.00	750.00	Preparation of [redacted] (1.0); attendance at status conference and clocking in Order denying motion to alter/amend (.8)
11/8/2012	tks	2.50	625.00	Receipt and review of letter from Glenn Bowens to Judge requesting hearing to take testimony; research and review of [redacted]; drafting letter to Judge in response to Bowens' letter
11/9/2012	CDC	0.20	25.00	Drafted letter to Bowens/ emailed to [redacted]
11/9/2012	tks	0.30	75.00	Draft and revisions to letter to Bowens re: not secreting assets and ceasing defamatory statements by Meisner
11/9/2012	tks	0.30	75.00	Draft and revisions to letter to Bowens re: not secreting assets and ceasing defamatory statements by Meisner

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Narrative of Services

Client: 016555 South State Bank (Commercial Cases)

Matter: 00040 Sand Dollar 31, LLC/ 4824 Linden Street

Date	Employee	Hours	Amount	Description
11/12/2012	tks	0.80	200.00	Receipt and review of letter from G. Bowens to J. Strickland (.2); email to G. Bowens re: false statements about FDCPA (.1); receipt and review of letter from R. Gleissner re: settlement offer and Rule 11 Motion (.2); Call to R. Gleissner and left message (.1); email to [redacted] re: [redacted] (.2)
11/13/2012	CDC	0.20	25.00	Requested transcripts from Richland County for Foreclosure Hearing/ Motion to Alter/Amend/ Status Conference
11/13/2012	tks	0.50	125.00	Emails to/from [redacted] re: [redacted] re: [redacted]
11/13/2012	tks	0.50	125.00	[redacted]
11/13/2012	tks	0.20	50.00	Emails to/from [redacted] re: [redacted]
11/15/2012	tks	0.70	175.00	Conference call with [redacted] re: [redacted] (.2); conf call with Rick Gleissner re: rejection of settlement offer and issues in case and possible other settlement options (.3); email to [redacted] re: [redacted]
11/16/2012	JH	1.70	170.00	[redacted]
11/16/2012	tks	0.50	125.00	Receipt and review of research re: [redacted]
12/4/2012	tks	0.50	125.00	Review of transcripts from 3 hearings
12/5/2012	tks	0.40	100.00	Review of letter from Gleissner re: offer and drafting of response email to Gleissner re: rejection of offer and "best case scenario" def judgment for Meisner and future offers needing to reflect that
12/20/2012	tks	0.20	50.00	Receipt and review of Meisner's letter to appeals court and request for transcript
5/8/2013	HPW	0.30		Telephone conference with Court of Appeals regarding Motion for Extension and review Motion for Extension
Total Fees		**74.20**	**$16,003.50**	

Costs

Advertising	330.00
Appraisal Fee	375.00
Bidding Fee/Auctioneer	35.00
DO NOT USE<blank>	25.00
Complaint Filing Fee	150.00
Copy Charges	48.40
First Legal Service	270.00
Order of Reference Filing Fee	150.00
Title Abstract	400.00
Total Costs	**$1,783.40**

Rogers Townsend & Thomas, PC

Narrative of Services

Client: 016555 South State Bank (Commercial Cases)

Matter: 00040 Sand Dollar 31, LLC/ 4824 Linden Street

Date	Employee	Hours	Amount	Description

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Version: 10.4.16.415 Build: 415

Selection Criteria for Session #30604364

Report File	Y:\PROVANTAGE\REPORTS\CRYSTAL\WIP\Narrative of Services.rpt
Secondary Title	
From Date	No Date
Thru Date	No Date
Client List	
Matter List	016555/00040 South State Bank (Commercial Cases) / Sand Dollar 31, LLC/ 4824 Linden Street
Working Timekeeper List	
Fees or Costs	Both
Billable or Nonbillable	Both
Billed or Unbilled	Billed
Value Billing Transactions or Normal Transactions	Normal
New Page for Each Matter	Yes
Include Amount Column	Yes
Show Timekeeper Name or ID	Id

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STATE OF SOUTH CAROLINA

COUNTY OF RICHLAND

SCBT, N.A.,

Plaintiff,

vs.

Sand Dollar 31, LLC, Rhonda Meisner,

Defendants.

(16555-39 SMF)

IN THE COURT OF COMMON PLEAS

CIVIL ACTION #2011-CP-40-6318

AFFIDAVIT

RICHLAND COUNTY FILED
2016 NOV 23 AM 9:50
RICHARD E. HITCHCOCK C.C.P. & G.S.

PERSONALLY APPEARED BEFORE ME, the undersigned attorney for the Plaintiff SCBT, N.A. n/k/a South State Bank ("Plaintiff"), who, being duly sworn, deposes and says that:

1. I am a lawyer with the firm of Rogers Townsend & Thomas PC. I have been practicing law with a focus in mortgage-related litigation since 2008.

2. Plaintiff engaged Rogers Townsend & Thomas PC to handle the above-captioned foreclosure action against Defendants Sand Dollar 31, LLC, and Rhonda Meisner ("Defendants").

3. The attorneys and staff who worked on this case for Plaintiff billed their time hourly to the file for this case using time-keeping and billing software called "ProVantage."

4. ProVantage is a comprehensive time and billing software. It includes a fully integrated general ledger system for financial reporting. Hourly fees are entered into matters (billable files) and priced according to fee schedules approved by supervising attorneys. Billing teams in the Administration Department of Rogers Townsend & Thomas PC work closely with line staff and attorneys to ensure that client billing is accurate and timely.

5. I printed the attached report from our firm's ProVantage Software on July 26, 2016. (*See* Narrative of Services from ProVantage attached as Exhibit A.) It shows all time entries billed to Plaintiff for each task completed on this particular file up through the time that Rhonda Meisner appealed this case to the South Carolina Court of Appeals. It does not include time spent and amounts billed for work done in Rhonda Meisner's appellate case or thereafter. That time was kept and billed under a different case file number.

6. I, with the assistance of my paralegal, have redacted certain privileged information contained in the attached report. On behalf of Plaintiff, I assert the attorney-client and work product privileges with respect to the redacted portions of the task descriptions.

7. Upon information and belief, I believe the attached report shows an accurate account of the work performed, time spent, and amounts billed to Plaintiff by this law firm for this case.

8. I have included the below chart that provides the initials and names of all individuals that accrued time and worked on this matter:

Initials	**Name**
TKS	Teri Stomski, Attorney
KC	Kathy Clark, Paralegal
HPW	Harriett P. Wallace, Attorney
MDW1	Melissa Wessinger, Paralegal
CB2	Carl Bell, Law Clerk
KB	Kara Bailey, Law Clerk
JH	Jack Heron, Law Clerk
BMJ	Becky Jetzke, Paralegal
CDC	Cynthia Cawrse, Paralegal

FURTHER AFFIANT SAYETH NOT.

Sworn before me this 21st day of July, 2016

Notary Public for the State of South Carolina
My Commission Expires: 02.06.19

Sean M. Foerster (SC Bar# 77466)
Rogers Townsend & Thomas, PC
1221 Main Street, 14th Floor (29201)
Post Office Box 100200
Columbia, SC 29202-3200
sean.foerster@rtt-law.com
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(803) 343-7107 fax #

Attorneys for Plaintiff SCBT, N.A. n/k/a South State Bank

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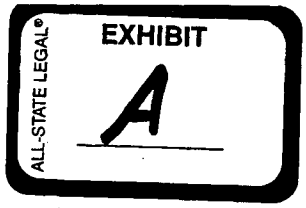
Rogers Townsend & Thomas, PC

Narrative of Services



Client: 016555 South State Bank (Commercial Cases)

Matter: 00039 Sand Dollar 31, LLC/ 8391 Winnsboro Highway

Date	Employee	Hours	Amount	Description
Fees				
7/21/2011	tks	0.20	50.00	Email to [redacted] regarding [redacted]
8/31/2011	tks	3.00	750.00	Drafting final S&C; email to [redacted]
9/1/2011	tks	1.50	375.00	emails to/from [redacted]; review of appraisal; review of fax records; work on [redacted]; revision of S & C
9/9/2011	tks	0.60	150.00	Review of title updates for foreclosure
9/15/2011	tks	0.30	75.00	instructions on mobile home insue
9/19/2011	tks	0.40	100.00	Corrections to UPSC
9/21/2011	KC	0.30	27.00	Prepare Summons and Complaint exhibits and send for filing.
9/23/2011	KC	0.40	36.00	Revise Summons and Complaint
9/27/2011	tks	0.40	100.00	Revisions to LPSC and causes of action; Letter to court
9/27/2011	KC	0.40	36.00	Prepare amended Summons and Complaint and prepare service letter.
10/7/2011	tks	0.50	125.00	Work on service; Emails to/from [redacted]
10/18/2011	KC	0.20	25.00	Obtain information for service processor.
10/18/2011	tks	0.10	25.00	Emails to/from [redacted] regarding [redacted]
10/28/2011	KC	0.50	62.50	Prepare draft of publication documents.
10/31/2011	tks	1.00	250.00	Work on revisions to Publication pleadings and affidavits.
11/4/2011	tks	0.60	150.00	Work on motion and order for publication; execution of publication package.
12/2/2011	tks	0.40	100.00	Review of file; email to Glen at Pope Bowens re: acceptance of service.
12/2/2011	KC	0.20	25.00	Prepare Acceptance of Service
12/6/2011	tks	0.20	50.00	Call with Glen Bowens; re: Meisner service and follow up.
12/9/2011	tks	0.20	50.00	Call to Bowens; left message re: service.
12/14/2011	KC	0.20	25.00	Emails to process server regarding serving attorney.
12/16/2011	tks	0.80	200.00	Review of letter and executed documents from Defendant's attorney; emails to and from [redacted] re: [redacted].
12/16/2011	KC	0.30	37.50	Prepare letter to Clerk with acceptance of service.
1/8/2012	tks	0.80	200.00	Emails to/from G. Bowens regarding extension to answer and possible Deed in Lieu; emails to/from [redacted] regarding [redacted]
1/10/2012	tks	0.80	200.00	Work on [redacted]; work on [redacted]
1/17/2012	tks	0.80	200.00	Emails to/from Defendant's attorney regarding guaranty and appraisal rights; review of guaranty and statute; email to [redacted] with [redacted]
1/18/2012	tks	0.20	50.00	Conference call with [redacted] regarding [redacted]
1/19/2012	tks	0.80	200.00	Email from defendents attorney regarding COJ; email and call to [redacted] regarding [redacted]; work on COJ requirement email to Bowens. [redacted]

Narrative of Services

Client: 016555 South State Bank (Commercial Cases)

Matter: 00039 Sand Dollar 31, LLC/ 8391 Winnsboro Highway

Date	Employee	Hours	Amount	Description
1/20/2012	tks	0.80	200.00	Review of emails and answer and counterclaim from defenses' counsel; email to [redacted] with [redacted]; email to defendents counsel; calendared for answering counterclaim work on orders of reference; administrative order compliance with attachments. LAP
1/20/2012	KC	0.40	50.00	Prepare Order of Reference.
1/23/2012	tks	0.30	75.00	Work on Order of Reference and filing. LAP
1/31/2012	KC	0.30	37.50	Email Richland County to schedule hearing.
2/14/2012	tks	0.60	150.00	Review of [redacted]; preparation for answer to counterclaim; review of [redacted].
2/15/2012	tks	0.60	150.00	Call to [redacted] regarding [redacted]; email from [redacted] regarding [redacted]; drafting answer to counterclaim.
2/16/2012	HPW	0.70	175.00	Review [redacted], and prepare [redacted]
2/16/2012	tks	1.00	250.00	Draft reply to defendants answer and counterclaim; final revisions; preparation for filing.
2/17/2012	KC	0.50	62.50	Prepare Answers to be filed with Clerk
2/27/2012	tks	0.20	50.00	Work on scheduling hearings.
2/28/2012	KC	0.40	50.00	Schedule Hearing
3/12/2012	KC	0.40	50.00	Prepare Notice of Hearing.
3/13/2012	KC	0.30	37.50	Prepare letter to clerk with Notice of Hearing.
3/15/2012	tks	0.20	50.00	Review of correspondence from court.
3/19/2012	tks	0.40	100.00	Work on upcoming hearings.
4/13/2012	KC	1.20	150.00	Prepare hearing package.
4/16/2012	KC	0.40	50.00	Prepare Validation of Debt.
4/16/2012	tks	0.20	50.00	Email from opposing counsel re: COJ; emails to and from [redacted].
4/16/2012	tks	0.80	200.00	Prep for hearing; work on mobile home issue.
4/16/2012	tks	0.60	150.00	Emails from opposing counsel; email to [redacted] re: [redacted].
4/17/2012	MDW1	0.50	62.50	Discussion with [redacted] regarding [redacted]
4/17/2012	tks	0.80	200.00	Emails to and from opposing counsel re: debt information and upcoming hearing.
4/17/2012	KC	0.40	50.00	Prepare validation of debt.
4/18/2012	KC	0.50	62.50	Revise hearing package.
4/19/2012	tks	1.40	350.00	Work on and [redacted]; review of answer in preparation for hearing.
4/20/2012	KC	0.30	37.50	Revise hearing package.

Narrative of Services

Client: 016555 South State Bank (Commercial Cases)

Matter: 00039 Sand Dollar 31, LLC/ 8391 Winnsboro Highway

Date	Employee	Hours	Amount	Description
4/23/2012	tks	0.80	200.00	Review of revised hearing package; revision to verification of and payment dates.
4/24/2012	KC	0.50	62.50	Prepare packages for hearing.
4/25/2012	tks	2.60	650.00	Prep for hearng; attendance at hearing; emails to and from [redacted] re: [redacted].
5/3/2012	KC	0.40	50.00	Email revised hearing package to Judge.
5/4/2012	tks	0.40	100.00	Final revisions to order with the findings re; stipulation about appraisal rights; work on service to court and opposing counsel.
5/16/2012	KC	0.30	37.50	Prepare Notice of Sale.
5/18/2012	KC	0.20	25.00	Send out bidding instructions.
5/22/2012	KC	0.20	25.00	Obtain bidding instructions.
5/22/2012	tks	0.40	100.00	Emails to and from opposing counsel re: Order and amounts of indebtedness; review of signed orders.
6/4/2012	KC	0.20	25.00	Verify bidding
6/11/2012	tks	1.00	250.00	Review of [redacted]; conference w/ [redacted] re: [redacted]; email to Opp. Counsel.
6/12/2012	tks	1.60	400.00	Drafting Return to Defendants Motion to Alter and/or Amend.
6/13/2012	tks	0.80	200.00	Revisions to Return; prep for filing.
6/22/2012	CB2	0.20	25.00	Filing of Motion to Alter or Amend - (drafting, copying, mailing).
6/28/2012	CB2	0.10	12.50	Receipt of documents from Richland Co., Clerk of Court.
6/29/2012	CB2	0.20	25.00	Research and filing of Master In Equity document.
6/29/2012	tks	0.50	125.00	Receipt and review of email from opposing counsel re: postponing 2nd sale; emails to/from [redacted] re: [redacted]; review of sale information
7/5/2012	tks	1.00	250.00	Receipt and review of letter from G. Bowens; Drafting response letter to Judge Strickland re: 2nd sale; email to [redacted] re: [redacted]; Conf call with Judge Strickland re: 2nd sale going forward and Motion hearing to be scheduled; email to [redacted] re: [redacted].
7/5/2012	CB2	0.20	.25.00	Emails to [redacted]; search infor from Judge Strickland office; scan and file docs from Def. Atty and [redacted].
7/5/2012	CB2	0.15	18.75	PC with Sabrina in the MIE office concerning the properties at the deficiency sale.
7/6/2012	tks	0.40	100.00	Work on 2nd sale and email to [redacted] re: [redacted]
7/6/2012	CB2	0.20	25.00	Receipt of Summons and Order of Appointment; email same to [redacted].
7/9/2012	tks	0.30	75.00	Emails to/from [redacted] re: [redacted].
7/18/2012	tks	2.80	700.00	Prep for [redacted]; Receipt and review of Defendant's Memorandum in Support of Motion; Attendance at hearing; call to [redacted] re: [redacted]

Narrative of Services

Client: 016555 South State Bank (Commercial Cases)

Matter: 00039 Sand Dollar 31, LLC/ 8391 Winnsboro Highway

Date	Employee	Hours	Amount	Description
7/19/2012	tks	0.20	50.00	Emails to [redacted] re: [redacted].
7/23/2012	CB2	0.10	12.50	Scan and copy docs to file and mail to Atty Glenn Bowens and copies to Judge Strickland.
7/23/2012	tks	1.00	250.00	Work on [redacted]; draft Order Denying Def's Motion; letter to court.
7/23/2012	KB	0.50	62.50	Prepare Attorney Fee Affidavit and letter for Bowens and the Court and mail
7/24/2012	CB2	0.20	25.00	Sign COS, scan, copy and mail Motion to Atty for Def; mail original to Judge Strickland for signature and ret of stamped sign copy.
7/24/2012	tks	0.30	75.00	Work on docs requested by Opp. counsel and Court.
7/24/2012	KB	1.30	162.50	Prepare compliance package
7/25/2012	tks	0.40	100.00	Work on bid compliance w/the court.
7/25/2012	KB	0.90	112.50	Finalize compliance package, send to [redacted], discussion with [redacted].
7/30/2012	tks	0.40	100.00	Emails to/from Master In Equity office re: Publication costs for bid compliance
8/2/2012	tks	1.10	275.00	Receipt and review of Petition for Appraisal and proposed Order for Appraisal from Meisner; Call from Court re: scheduling a status conference; emails to/from court and opposing counsel re: status conference; Email to/from [redacted] re: [redacted].
8/3/2012	tks	0.50	125.00	Receipt and review of appraisals; emails to/from [redacted] re: [redacted]
8/9/2012	tks	0.40	100.00	Email from opposing counsel re: possible deficiency judgment waiver by SCBT; emails to/from [redacted] re: [redacted] call with [redacted] re: [redacted]; email to opposing counsel
8/10/2012	JH	1.50	187.50	Conducted research on [redacted].
8/10/2012	BMJ	0.20	25.00	letter to [redacted] with [redacted]
8/10/2012	tks	1.60	400.00	Emails to/from [redacted] re: [redacted]; preparation for status conference; review of Master's order confirming sale; research on [redacted] emails from/to opposing counsel re: order denying motion to alter/amend; emails to opposing counsel re: Meisner's contact with SCBT; review of [redacted]
8/12/2012	tks	0.60	150.00	Preparation for status conference with Judge Strickland
8/13/2012	tks	1.80	450.00	Attendance at hearing; conference with opposing counsel; [redacted] re: [redacted]
8/16/2012	KB	0.50	62.50	Call Richland County Clerk of Court RE: transcript of judgment, call Clerk of Court again RE: filing judgment in a different county.

Narrative of Services

Client: 016555 South State Bank (Commercial Cases)

Matter: 00039 Sand Dollar 31, LLC/ 8391 Winnsboro Highway

Date	Employee	Hours	Amount	Description
8/16/2012	tks	0.90	225.00	Emails from/to opposing counsel re: purchaser of property from Meisner's assignment; emails to/from Richland County MIEre: Master's deed; emails to/from [redacted] re: [redacted]
8/17/2012	tks	1.40	350.00	Drafting memorandum of law in response to defendants' memorandum of law; [redacted]; drafting facts section re: guaranty signed by Meisner
8/17/2012	tks	0.30	75.00	Emails and calls with Tommy Garvin re: appraisal; draft letter to Judge Strickland appointing appraiser per statutory requirements
8/20/2012	tks	1.00	250.00	Revisions to memorandum of law; [redacted]
8/22/2012	tks	0.10	25.00	Email from/to opposing counsel about deficiency judgments against Meisner and Sand Dollar
8/22/2012	tks	0.30	75.00	Email and call from [redacted] re: [redacted]
8/23/2012	tks	0.90	225.00	Work on [redacted]
8/23/2012	tks	0.30	75.00	Work on [redacted]e
8/28/2012	JH	2.10	262.50	Began draft of [redacted]
8/28/2012	tks	0.40	100.00	Emails to/from appraiser re: drive-by and statutory reqs; Emails to/from [redacted] re: [redacted]; Email to opposing counsel re: access to property for appraisal
8/28/2012	tks	1.00	250.00	Receipt and review of [redacted]
8/29/2012	tks	1.00	250.00	Drafting and revision of [redacted]; [redacted]
8/29/2012	tks	0.20	50.00	Emails to/from opposing counsel re: email he received from MIE office re: status conference; emails to/from Bowens re: access to properties for appraisals.
8/31/2012	tks	0.40	100.00	Emails to/from opposing counsel re: getting access to the property for an appraisal; work on title search for copy of recorded Master's deed; Emails to/from [redacted] re: [redacted]
9/4/2012	tks	0.20	50.00	Emails to/from Richland MIE re: status Order for Denying Defendant's Motion to alter or amend
9/4/2012	tks	0.20	50.00	Emails to/from opposing counsel re: appraisal on property and access to properties; emails to/from appraiser re: contact info for Meisner to schedule access
9/5/2012	tks	0.20	50.00	Emails to/from appraiser re: final appraisal expected date
9/6/2012	tks	0.40	100.00	Emails to/ from T. Garvin re: type of appraisal required by statute; work on motion coversheets, certificate of service, etc. for Motion to Vacate Sale
9/11/2012	tks	0.30	75.00	Emails to/from appraiser and [redacted] re: [redacted]
9/17/2012	tks	0.20	50.00	Emails to/from appraiser re: appraisal and access to property

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Narrative of Services

Client: 016555 South State Bank (Commercial Cases)

Matter: 00039 Sand Dollar 31, LLC/ 8391 Winnsboro Highway

Date	Employee	Hours	Amount	Description
9/17/2012	tks	0.20	50.00	Email from appraiser re: appraisal and expected completion date
9/21/2012	tks	0.40	100.00	Recept and review of appraisal by Tommy Garvin; emails to/from [redacted] and [redacted] re: [redacted]
9/21/2012	tks	0.10	25.00	Work on status of appraisal rights Order
9/26/2012	BMJ	0.10	12.50	request checks to Garvin Appraisals
10/9/2012	CDC	0.20	25.00	Received and scanned in Defendant's reply/ emailed to Teri
10/9/2012	tks	0.50	125.00	Receipt and review of Meisner's reply to memorandum
10/16/2012	CDC	0.30	37.50	Called & Emailed Judge Strickland's office and left message requesting status update on the Order for Appraisal
10/17/2012	CDC	0.10	12.50	Received email from Judge Strickland's office/ notes to file
10/17/2012	tks	0.30	75.00	Emails to/from opposing counsel and the Judge's clerk re: order of appraisal rights, status conference and outstanding motions
10/25/2012	CDC	0.10	12.50	Received Summons and Order of appointment and scanned in to file
11/6/2012	CDC	1.50	187.50	Prepared docs for status conference
11/6/2012	tks	3.00	750.00	Preparation of [redacted]; attendance at status conference and clocking in Order denying motion to alter/amend (.8)
11/7/2012	CDC	0.20	25.00	Drafted letter to send Order Denying Motion to Alter to opposing counsel
11/8/2012	tks	2.50	625.00	Receipt and review of letter from Glenn Bowens to Judge requesting hearing to take testimony; research and review of [redacted]; drafting letter to Judge in response to Bowens' letter
11/9/2012	CDC	0.30	37.50	Drafted letter for Judge Strickland/ called to order transcript
11/12/2012	tks	0.80	200.00	Receipt and review of letter from G. Bowens to J. Strickland (.2); email to G. Bowens re: false statements about FDCPA (.1); receipt and review of letter from R. Gleissner re: settlement offer and Rule 11 Motion (.2); Call to R. Gleissner and left message (.1); email to [redacted] re: [redacted] (.2)
11/13/2012	JH	0.80	80.00	Ran asset searches
11/13/2012	tks	0.50	125.00	Emails to/from [redacted] re: [redacted] re: [redacted]
11/13/2012	tks	0.50	125.00	[redacted]
11/13/2012	tks	0.20	50.00	Emails to/from [redacted], [redacted] and [redacted] re: [redacted]
11/14/2012	tks	0.40	100.00	Emails to/from [redacted] re: [redacted]; email to R. Gleissner re: the message I left with him on Monday.

Narrative of Services

Client: 016555 South State Bank (Commercial Cases)

Matter: 00039 Sand Dollar 31, LLC/ 8391 Winnsboro Highway

Date	Employee	Hours	Amount	Description
11/15/2012	tks	0.70	175.00	Conference call with [redacted] and [redacted] re: [redacted]; conf call with Rick Gleissner re: rejection of settlement offer and issues in case and possible other settlement options (.3); email to [redacted] re: [redacted]
11/15/2012	JH	0.40	40.00	[redacted]
11/15/2012	tks	0.30	75.00	Review of asset search docs and email to client forwarding same
11/15/2012	tks	0.30	75.00	Review of asset search docs and email to client forwarding same
11/16/2012	tks	0.50	125.00	Receipt and review of research re: [redacted]; call with opposing counsel
12/4/2012	tks	0.50	125.00	Review of transcripts from 3 hearings
12/5/2012	tks	0.40	100.00	Review of letter from Gleissner re: offer and drafting of response email to Gleissner re: rejection of offer and "best case scenario" def judgment for Meisner and future offers needing to reflect that
12/20/2012	tks	0.20	50.00	Receipt and review of Meisner's letter to court of appeals and request for transcript
Total Fees		**87.35**	**$18,987.75**	

Costs

Advertising	495.00
Appraisal Fee	375.00
Bidding Fee/Auctioneer	35.00
DO NOT USE<blank>	25.00
Complaint Filing Fee	150.00
Copy Charges	85.40
First Legal Service	270.00
Order of Reference Filing Fee	150.00
Transcript of Hearing	217.75
Title Abstract	750.00
Total Costs	**$2,553.15**

Matter Totals	**87.35**	**$21,540.90**

Rogers Townsend & Thomas, PC

Narrative of Services

Client: 016555 South State Bank (Commercial Cases)

Matter: 00039 Sand Dollar 31, LLC/ 8391 Winnsboro Highway

Date	Employee	Hours	Amount	Description

Selection Criteria for Session #30604365

Report File	Y:\PROVANTAGE\REPORTS\CRYSTAL\WIP\Narrative of Services.rpt
Secondary Title	
From Date	No Date
Thru Date	No Date
Client List	
Matter List	016555/00039 South State Bank (Commercial Cases) / Sand Dollar 31, LLC/ 8391 Winnsboro Highway
Working Timekeeper List	
Fees or Costs	Both
Billable or Nonbillable	Both
Billed or Unbilled	Billed
Value Billing Transactions or Normal Transactions	Normal
New Page for Each Matter	Yes
Include Amount Column	Yes
Show Timekeeper Name or ID	Id

STATE OF SOUTH CAROLINA COUNTY OF RICHLAND SCBT, N.A., Plaintiff, v. Sand Dollar 31, LLC; Rhonda Meisner, Defendants.	IN THE COURT OF COMMON PLEAS DOCKET NO. 11-CP-40-6317 DOCKET NO. 11-CP-40-6318 DEFENDANTS' MEMORANDUM IN SUPPORT OF DENIAL OF ATTORNEY'S FEES IN TOTAL REQUEST FOR COSTS

RICHLAND COUNTY
FILED
2016 JUL 22 PM 3:19
JEANNETTE McBRIDE
C.C.P. & G.S.

The defendant Rhonda Meisner respectfully submits this memorandum for the Court's consideration.

INTRODUCTION

The Defendant, Rhonda Meisner submits this memorandum for the Court's consideration of the attorney's fees and costs in the above entitled actions along with the outstanding issues for the Court's resolution.

First, there are several items that are still pending before the Court which could not be determined until resolution of the interlocutory appeal of attorney's fees which affected the final costs and judgments. The Court maintained jurisdiction over the final deficiency and any such outstanding issues as need to be resolved to conclude the arguments of the parties in the controversy via the Order of Foreclosure.

Prior to submission of the appraisals to the Court, the Bank filed a motion to vacate the foreclosure sales arguing in effect some impropriety of South Carolina

FILE COPY 635
566

Operating Room Equipment, LLC to purchase the properties at the foreclosure sale because Rhonda Meisner was the sole owner of South Carolina Operating Room Equipment, LLC. In the motion to vacate the sale, the Bank argued the property was reasonably valued by the amount of the mortgage. The Bank had also previously valued the property at similar amounts when they obtained an appraisal and loaned money to Sand Dollar with the property functioning as collateral.

These issues were scheduled for a hearing on Dec 6, 2012; however, the Court reporter was off on this day. The Court suggested a follow up hearing when the Court reporter was available should be scheduled. However, at the conclusion of the hearing, the Court denied the motion to alter and amend that was heard in July of 2012, and instructed the Bank to file the Order that day. As a result, the defendants were required to file an appeal of the Order or lose the opportunity. This interlocutory appeal had to be resolved prior to the valuation of the property and the determination of the deficiency because the amounts would need to be determined including the decision of the appellate Courts.

The outstanding issues include (1) a determination by the Court of the valuation of the properties (2) allocation of responsibility of debts owed, if any, between the parties (3) the deficiency, if any, and the of amounts owed. These items will be addressed in a separate memorandum. The defendant, Rhonda Meisner has filed a motion for a hearing on the still pending items; however, she

was notified by the clerk that there may not be an inability to hear the items on July 27, 2016 based on lack of available time. As such, the defendant requests that a final determination of attorney's fees, costs and any deficiency be held under advisement until the hearing on the other items can be held.

BACKGROUND

The two cases, at bar have had a tortured past. Sand Dollar 31, LLC ("Sand dollar") was the mortgagor in the above actions and Rhonda Meisner, it's the sole member, a guarantor under a guaranty agreement. SCBT, N.A., ("Bank") the plaintiff, in the above entitled cases, sought foreclosure on two properties owned by Sand Dollar and demanded a deficiency against Sand Dollar and a judgment against Rhonda Meisner under the guaranty agreements.

The Bank, on the morning of the summary judgment hearing, for the first time, gave the attorney for the defendants, Glenn Bowens, an affidavit of attorney's fees. However, the affidavit did not contain the requisite itemization of attorney's fees and the Bank failed to enter the affidavit into evidence, before, during or after the trial. Based on the communications and the agreements between counsel, the attorney for Sand Dollar expected that the only thing the court would determine on the day of the summary judgment hearing was whether the property should be sold. The determination of the deficiency, if any, against the defendants would be

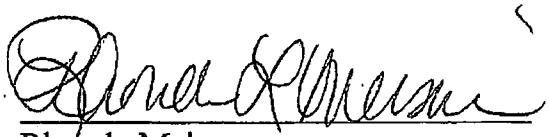
determined after the application of the sales price and/or the substitution of the appraisal price whichever was greater as the value of the properties.

Unexpectedly, the Bank entered judgments against Sand Dollar and Meisner into the judgment roles prior to the application of the sales proceeds or the appraisals and in contradiction of the Order of Foreclosure.[1] The Bank's witness, Wendy Wolfson, testified the Bank paid attorney's fees for the prosecution of the cases, but did not submit evidence to support her allegations. While Ms. Wolfson's testimony may have been sufficient to evidence the Bank paid attorney's fees for the foreclosure, her testimony did not include any evidence of how the attorney's fees should be assigned to the defendants. Ms. Wolfson's testimony was insufficient to explain the capacity by which Meisner signed the guaranty agreement, as an individual, or as a member of Sand Dollar and Meisner only testified that she was a member of Sand Dollar. Additionally, the guaranty agreement itself did not explain the capacity of the signer of the guaranty agreement. Therefore, there is no evidence before the Court to determine a transfer of liability from Sand Dollar corporately to Meisner personally.

The Bank did not prove the capacity by which Meisner signed the guaranty agreements therefore there is no evidence before the Court that Meisner personally owes any attorney's fees or for that matter is responsible for any deficiency.

[1] Order of Foreclosure by the Master in Equity R. pp 5-20.

Respectfully submitted,



Rhonda Meisner
PO Box 689
Blythewood, S.C. 29016
Defendant

July 22, 2016

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STATE OF SOUTH CAROLINA
COUNTY OF RICHLAND

SCBT, N.A.,

Plaintiff,
v.

Sand Dollar 31, LLC; Rhonda Meisner,

Defendants.

IN THE COURT OF COMMON PLEAS

DOCKET NO. 11-CP-40-6317
DOCKET NO.11-CP-40-6318

DEFENDANTS'
CERTIFICATE OF SERVICE
AFFIDAVIT OF COSTS AND EXPENSES
MEMORANDUM IN SUPPORT

RICHLAND COUNTY FILED
2016 JUL 22 PM 2:14
JEANNETTE W. McBRIDE C.C.P. & G.S.

The defendant Rhonda Meisner has caused a copy of the affidavit of costs and expenses to be served on the plaintiffs by placing a copy in the U.S. Mail postage prepaid to the following: Sean Foerster Rogers Townsend and Thomas, PC 100 Executive Center Drive Columbia, SC 29210 Glenn Bowens po box 424 Winnsboro SC 29180

Rhonda Meisner
PO BOX 689
Blythewood, SC 29016
Pegasus333@icloud.com
(803)206-3402

630
871

2011-6318
(a)

STATE OF SOUTH CAROLINA

COUNTY OF RICHLAND

SCBT, N.A.,

Plaintiff,

vs.

Sand Dollar 31, LLC; Rhonda Meisner,

Defendants.

(01655-00040 JDW)

IN THE COURT OF COMMON PLEAS

DOCKET NO.: 2011-CP-40-6317
DOCKET NO.: 2011-CP-40-6318

2014 JUL 8 AM 10:01

NOTICE OF WITHDRAWAL OF PLAINTIFF'S MOTION TO VACATE FORECLOSURE SALE

TO: RHONDA MEISNER, *PRO SE* DEFENDANT AND RICHARD R. GLEISSNER, ESQUIRE, ATTORNEY FOR THIRD-PARTY PURCHASER SCORE, LLC

YOU WILL PLEASE TAKE NOTICE that Plaintiff SCBT, N.A., by and through its undersigned attorney, hereby withdraws its Motion to Vacate Foreclosure Sale filed with the Clerk of Court on or about September 6, 2012.

Respectfully submitted,

Jason D. Wyman (SC Bar # 100271)
ROGERS TOWNSEND & THOMAS, PC
220 Executive Center Drive (29210)
Post Office Box 100200
Columbia, South Carolina 29202-3200
(803) 771-7900 Tel
(803) 343-7017 Fax
jason.wyman@rtt-law.com
Attorneys for Plaintiff
Rogers Townsend & Thomas, PC, and its staff are debt collectors.

Dated: 7/8/14

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~~570~~

CERTIFICATE OF SERVICE BY MAIL

DOCKET NO.: 2011-CP-40-6317
DOCKET NO.: 2011-CP-40-6318

I, the undersigned attorney, for the law firm of Rogers Townsend & Thomas, PC, do hereby certify that I have on served a copy of the foregoing document upon counsel of record by U.S. Mail, postage prepaid, on July 8, 2014, at the following addresses:

Document Served:

NOTICE OF WITHDRAWAL OF PLAINTIFF'S MOTION TO VACATE FORECLOSURE SALE

Parties Served:

Richard R. Gleissner, Esquire.
Gleissner Law Firm, L.L.C.
1237 Gadsden Street, Ste. 200A
Columbia, SC 29201

Ms. Rhonda Meisner
P.O. Box 689
Blythewood, SC 29016

2014 JUL 10 AM 10:01

Jason D. Wyman (SC Bar # 100271)

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IN THE STATE OF SOUTH CAROLINA COUNTY OF RICHLAND	)	IN THE COURT OF COMMON PLEAS
South Carolina Bank and Trust, N.A. Plaintiff, vs. Rhonda Meisner and Sand Dollar 31, LLC, Defendants.	)	Civil Action No.: 2011-CP-40-06317 **MEMORANDUM IN OPPOSITION TO MOTION TO VACATE SALE**

RICHLAND COUNTY FILED
2012 NOV 15 AM 11:09
JEANNETTE W. McBRIDE C.C.P. & G.S.

South Carolina Operating Room Equipment, LLC ("SCORE"), by and through its undersigned counsel, does hereby file its memorandum in opposition to the motion to vacate the sale of the property to SCORE, pursuant to the foreclosure sale. The motion to vacate the sale was filed by South Carolina Bank and Trust, N.A. ("SCBT").

In opposing this motion, SCORE would point out that there is no factual basis to set aside the sale and there is no legal basis to set aside the sale. Contrary to the positions taken by SCBT, (1) this Court made no error and engaged in no misconduct, (2) the sale of the property was for more than SCBT was willing to bid for the property, thus must be presumptively for an adequate price and not so insufficient as to shock the conscience of anyone and (3) there is no "scheme" unless SCBT is arguing that the South Carolina legislature has participated and authorized a "scheme." Further, in reliance upon this court's deed, SCORE has rented the property and made improvements to the property. Thus, to set aside the sale would substantially damage SCORE.

FACTS

This matter involves three separate and distinct legal entities, (1) Sand dollar 31, LLC (the "Borrower"), Rhonda Meisner (the "Guarantor") and South Carolina Operating Room Equipment,

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LLC ("SCORE"). Chronologically, the facts associated with this matter are as follows:

1. The initial foreclosure sale was scheduled for June 4, 2012. SCBT through their agent bid at the initial foreclosure sale. For the property subject to the foreclosure sale in civil action number 11-CP-40-6317, SCBT submitted a bid of $10,000. For the property subject to the foreclosure sale in civil action number 11-CP-40-6318, SCBT submitted a bid for $25,000. Because SCBT was demanding a deficiency, statutorily, the bidding remained open for thirty (30) days. Because thirty (30) days fell on a holiday (July 4, 2012), the bidding remained opened until July 5, 2012.

2. While everyone agrees that this bid is below fair market value, whether the price was below fair market value is not the test. SCBT made the decision, without coercion, without threat, without any compulsion and without any representation by the Borrower, the Guarantor or SCORE. SCBT was presumably making this bid in good faith with full knowledge of the property and upon its completion of its due diligence as to the value of the property. This Court acting in good faith, accepted the bid on July 4, 2012 and properly acted in keeping the bidding open until July 5, 2012. This Court made no misrepresentations or errors.

3. Prior to the deficiency sale on July 5, 2012, the Borrower through its attorney Glenn Bowens (the "Borrower's Attorney") requested the court to delay the deficiency sale to prevent the injury to any third party purchasers of the properties. A conference call was arranged on July 5th, 2012 between Borrower's Counsel, this honorable court, and counsel for SCBT, Teri Stomski ("Lender's Counsel"). Lender's Counsel successfully argued on the conference call that SCBT would be highly prejudiced by delaying the sale for any reason and requested the court to order the sale to continue as scheduled for later in the day on July 5, 2012.

4. On July 5, 2012, SCORE bid an amount higher than the amount bid by SCBT and SCORE deposited the required 5% of the bid amount into this Court in both foreclosure actions. Thereafter, within the statutory time required, SCORE fully complied with the terms of the judicial sale and received the Master's deed for both properties. It is important to note than SCBT has not argued any irregularities of the bidding process or that the Court did anything improper or anything in error in executing the Deed to the successful bidder.

5. Regarding the Sale on July 5th, 2012, contrary to the representation fo SCBT, Kevin Knowles never acted on behalf of Rhonda Meisner in her personal capacity. Knowles instructions for bidding were relayed specifically in the name of SCORE. Thus, it was SCORE who submitted both the 5% deposit and the final payment and it was SCORE that became a bonafide purchaser for value.

6. Further, SCBT established the opening bid and SCBT established the bidding

> procedures by not waiving the deficiency demanded. SCORE had nothing to do with the bidding procedures or SCBT's decision on the amount to bid. SCORE had no duty to pay more than necessary to purchase the property regardless of any opinion of value they or anyone else had.

In its clear from the facts, that SCBT wants to blur the lines of legal entities, tell the court who can and who cannot purchase property, interfere with commerce all the while simultaneously arguing that they have been damaged because **SCBT bid too low and now SCBT contrary to laws regarding deficiency judgement cases wants another chance to bid again.**

ARGUMENT

South Carolina recognizes only two reasons to set aside a judicial sale. Specifically, the court will set aside a judicial sale when "(1) the sale price 'is so gross as to shock the conscience[;]' or (2) the sale 'is accompanied by other circumstances warranting the interference of the court.'" *Wells Fargo Bank N.A. v. Turner*, 378 S.C. 147, 150, 667 S.E. 2d 424, 425 (Ct. App. 2008) (citing *Poole v. Jefferson Standard Life Ins. Co.*, 174 S.C. 150, 157, 177 S.E. 24, 27 (1934)). In this case, (1) this Court made no error and engaged in no misconduct, (2) the sale of the property was for more than SCBT was willing to bid for the property, thus must be presumptively for an adequate price and not so insufficient as to shock the conscience of anyone and (3) there is no "scheme" unless SCBT is arguing that the South Carolina legislature has participated and authorized a "scheme."

1. This Court made no error and engaged in no misconduct.

In the case of *Spillers v. Clay*, 233 S.C. 99, 103 S.E.2d 759 (1958), the Court goes to great length to discuss the "other circumstances warranting the interference of the court." Specifically, in *Spillers*, the sale was conducted on a busy day. The person conducting the auction confirmed a bid on the property of $2,500. In fact, two different bidders thought they had bid the $2,500. When the attorney for one realized that the auctioneer had selected the other bidder as the successful bidder,

he immediately raised an objection. Thus, it was the confusion created at the sale and the conduct of the auctioneer that constituted the "other circumstances." The Court went further and stated:

> A judicial sale should not be set aside except for cogent reasons. The purpose of the law and of the proceedings in which a sale has been decreed is that it shall be final. As was said in Farrow v. Farrow, 88 S.C. 333, 70 S.E. 459, the successful bidder makes himself a party to the cause, and, except where title to the property is defective, or where he can show fraud, misrepresentation, mistake, or other circumstances of unfairness in the sale, he may be compelled by the court to perform his contract of purchase. In the absence of such circumstances, therefore, his contract should be upheld. These principles are well established. Henry v. Blakely, 216 S.C. 13, 56 S.E.2d 581; Appeal of Paslay, 230 S.C. 55, 94 S.E.2d 57.
>
> In the case last cited, petitioners alleged that they had been prepared, through their attorney, to bid at least $1,000.00 for the property that was sold in partition, to a stranger to the suit, for $450.00; and it appeared, also, that their attorney had been prevented from attending the sale because of mechanical failure of his automobile. But we held the disparity between the sale price and the alleged value of the property not so shocking as in itself to vitiate the sale, and that counsel's explanation of his failure to be present was not sufficient, in the circumstances, to warrant our setting it aside. Distinction between that case and this is readily apparent. There no factor was present for which the selling officer had any responsibility; here the claim of misapprehension and excusable mistake on the part of counsel was in relation to the conduct of the sale.

233 S.C. at 104-05, 103 S.E.2d at 761-62. In this case, there is no allegation that the Court engaged in any misconduct or any in appropriate behavior. Further, there is no allegation of fraud, misrepresentation, mistake, or other circumstances of unfairness in the sale. Simply, as a matter of law, there are no "other circumstances" justifying the setting aside of the judicial sale. See also *Eastern Savings Bank, FSB v. Sanders*, 373 S.C. 349, 354, 644 S.E.2d 802, 805 (2007) (requiring the selling officer or the purchaser to engage in conduct that prevented the Bank from making higher bid).

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8/17

As stated by the South Carolina Supreme Court, the other circumstances "must be such irregularity in the proceedings as to show that the sale was not fairly made, or that appellant was defrauded or misled to his injury and loss.'" *Howell v. Gibson*, 208 S.C. 19, 28-29, 37 S.E.2d 271, 275 (1946). In this case, there is no argument that the sale was not fairly made or that SCBT was defrauded or misled to its injury and loss.

2. Adequate Price

As provided in S.C.Code Ann. § 15-39-720 (2005), when a deficiency is sought, the mortgage gets to make a single bid. The purpose of this statute is understood to be that "[t]he mortgagee must enter his bid at the time the sale is made and is precluded from entering any other bid after his last bid at the initial sale. This effectively forces the mortgagee to enter his highest and best bid at the initial sale." See *Eastern Savings Bank, FSB v. Sanders*, 373 S.C. 349, 354, 644 S.E.2d 802, 805 (2007) (quoting 27 S.C. Juris. *Manner of Sale* § 128 (1996) (internal citation omitted)). So, as a matter of law, the bid by SCBT on these properties was its "highest and best bid."

In *Eastern Savings Bank, FSB v. Sanders*, 373 S.C. 349, 644 S.E.2d 802 (2007) the Supreme Court states that "South Carolina has not established a bright line rule for what percentage the sale value must be with respect to the actual value in order to shock the conscience of the court. However, a search of South Carolina jurisprudence reveals only when judicial sales are for less than ten percent of a property's actual value, have our courts consistently held the discrepancy to shock conscience of the court." 373 S.C. at 359, 644 S.E.2d at 807. However, when the price is above 10% the courts have consistently held that the discrepency does not shock the conscience of the court. Id. (purchase prices was 1/3 of value); *Singleton v. Mullins Lumber Co.*, 234 S.C. 330, 108 S.E.2d 414(1959) (successful bid of 13% of value of the property was not sufficient to "shock the conscience");

In this case, the purchase price by SCORE is nearly 1/3 of the value, even assuming the value of the property is the amount of the mortgage. Thus, the purchase price was clearly in excess of 10% and as a matter of law cannot shock the conscious of the court.[1]

3. THERE IS NO "SCHEME"

In the motion to set aside the sale, SCBT alleges that the Borrower, Guarantor and SCORE engaged in a "scheme" by (a) petitioning the Court pursuant to South Carolina's appraisal rights statutes and (b) by having SCORE purchase the property. Clearly, by adopting the appraisal rights statutes, the South Carolina legislature did not participate in any type of "scheme." Thus, SCBT's argument in this regard is beyond absurd.

As it relates to SCORE purchase the property, SCBT sites the case of *Interstate Building & Loan Ass'n v. Waters*, 50 S.C. 459, 27 S.E. 948 (1897) as providing some authority for the proposition that a related entity should not be allowed to purchase the property at foreclosure. In fact, there is no prohibition on the mortgagor or a related entity purchasing the property at a foreclosure sale. In *Gardner v. Nash, Gardner v. Nash*, 225 S.C. 303, 82 S.E.2d 123 (1954), a bidder claimed to be bidding for the mortgagor at the foreclosure sale. When this successful bidder refused to transfer the property to the mortgagor, the Court required the transfer, even though there was no writing. Thus, mortgagors can buy the property at the foreclosure sale and SCBT can offer no authority to the contrary because there is no contrary authority.

---

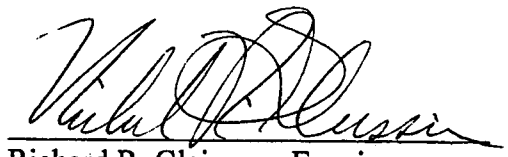
[1] SCORE would note that the issue of deficiency judgment pursuant to the South Carolina Appraisal Statutes is presently pending before this same court. Because SCBT has taken the position in its motion to vacate the sale, that the value of the property must be measured by the amount of its mortgage, SCBT must now be judicially estopped from arguing a lesser value pursuant to the appraisal statutes. Thus, any and all deficiency claimed by SCBT must be removed as a matter of law.

As it relates to *Interstate*, in that case, the property was being sold at a tax sale. The debtor husband borrowed the money to pay the taxes, but instead of paying the taxes, he purchased the property at the tax sale and put the property in his wife's name. That is a fraudulent conveyance. He either gave money to his wife for no consideration to purchase the property at the tax sale or he purchased the property at the tax sale and transferred it to his wife for no consideration. None of that occurred in this case. Attached hereto as Exhibit 1 is a copy of a printout from the South Carolina Secretary of State's website showing that SCORE has been in existence since 2010. It was not created for the purpose of buying this property and has its own independent existence, assets and liabilities. There is no evidence that suggests a fraudulent conveyance from the Borrower or the Guarantor allowed SCORE to purchase this property. Simply, Interstate is not authority for setting aside this sale.

CONCLUSION

This Court made no error and engaged in no misconduct warranting the setting aside of the judicial sale fairly made. The sale of the property was for more than SCBT was willing to bid for the property, thus must be presumptively for an adequate price and not so insufficient as to shock the conscience of anyone. Lastly, there is no "scheme". There is no evidence of a "scheme." There is no fraud, mistake or fraudulent conveyance. There is no reason to set aside this sale. Further, because there is no factual basis or legal basis to support the motion, SCORE requests that the Court sanction the movant and require the movant to pay SCORE's legal fees for responding to this motion.

Respectfully submitted,



Richard R. Gleissner, Esquire
S.C. Bar Number 15139
Gleissner Law Firm, L.L.C.
1237 Gadsden Street, Suite 200A
Columbia, South Carolina 29201
(803) 787-0505
Attorneys for the Purchaser
South Carolina Operating Room Equipment, LLC

IN THE STATE OF SOUTH CAROLINA COUNTY OF RICHLAND	)	IN THE COURT OF COMMON PLEAS
South Carolina Bank and Trust, N.A. Plaintiff, vs. Rhonda Meisner and Sand Dollar 31, LLC, Defendants.	)	Civil Action No.: 2011-CP-40-06317 **CERTIFICATE OF SERVICE**

RICHLAND COUNTY
FILED
2012 NOV -5 AM 11:09
JEANNETTE W. McBRIDE
C.P. & G.S.

I, the undersigned employee of the Gleissner Law Firm, LLC, attorneys for the interested party, South Carolina Operating Room Equipment, LLC, do hereby certify that I have served a copy of the documents listed below in connection with the above-referenced case by mailing a copy of the same by United States Mail, postage prepaid, to the following address(es):

Documents served
Memorandum in Opposition to Motion to Vacate Sale

Counsel served
Glenn E. Bowens, Esquire
Post Office Box 424
Winnsboro, SC 29180

Teri Lee Kimball-Callen, Esquire
Rogers Townsend & Thomas, PC
Post Office Box 100200
Columbia, SC 29202

Anissa Terpstra, Paralegal to
Richard R. Gleissner, Esquire

November 2, 2012

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APPELLATE CASE #2012-213558
AFFIDAVIT OF ATTORNEY RICHARD R. GLEISSNER

1. My name is Richard R. Gleissner and I am a practicing attorney and officer of the Court with South Carolina bar #15139.
2. I represented South Carolina Operating Room Equipment, LLC (hereinafter "SCORE") at the motion to vacate the foreclosure sale. This motion was filed by the Plaintiff's foreclosure action, captioned SCBT, N.A. against Defendants Sand Dollar 31, LLC and Rhonda Meisner with civil action number 2011-CP-40-06317. The hearing was held on November 6, 2012.
3. I received notice of the motion hearing from Rhonda Meisner who engaged me on behalf of SCORE to represent it at the hearing on the motion to vacate the sale even though SCORE had not been named by the bank.
4. Presiding at the hearing was the Honorable Joseph Strickland, Master in Equity for Richland County, and present at the hearing was Terri Stomski, attorney for SCBT, N.A., Glenn Bowens, attorney for Sand Dollar 31, LLC, Rhonda Meisner and myself.
5. The Master in Equity opened the hearing with the statement that he did not realize he would be without a court reporter due to the presidential election. He indicated that another hearing would be scheduled where the issues could be put on the record.
6. As part of the motion to vacate the sale, SCBT, N.A. argued the value of the property should be the amount of the mortgage, that the amount of the

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final bid was significantly less than the value as determined by the amount of the mortgage and that the sale should be set aside because of (a) this difference between the value and amount of the bid and (b) Rhonda Meisner was the sole member of SCORE.

7. The determination of the final value of the property was not decided at this hearing nor was the motion to vacate the sale decided; both issues were deferred until a hearing with a Court reporter could be reconvened.

8. My understanding is that the issue of the valuation of the property was not presented to the Master in Equity for his ruling during the hearing because we did not have a court reporter.

9. On or about July 9, 2014, SCBT, N.A. withdrew its motion to vacate the sale and removed the lis pendens from the property.

Further Affiant Sayeth Not

Richard R. Gleissner, Esquire
S.C. Bar Number 15139
Gleissner Law Firm, L.L.C.
1237 Gadsden Street, Suite 200A
Columbia, South Carolina 29204
(803) 787-0505
Attorneys for the Purchaser
South Carolina Operating Room Equipment, LLC

SWORN TO AND SUBSCRIBED before me on
this 15th day December, 2014

Notary Public for South Carolina
My commission expires: 03-19-2021

IN THE STATE OF SOUTH CAROLINA COUNTY OF RICHLAND	)	IN THE COURT OF COMMON PLEAS
South Carolina Bank and Trust, N.A. Plaintiff, vs. Rhonda Meisner and Sand Dollar 31, LLC, Defendants.	)	Civil Action No.: 2011-CP-40-06318 **NOTICE OF APPEARANCE**

RICHLAND COUNTY
FILED
2012 OCT -1 AM 10:46
JEANETTE W. MCBRIDE
C.C.P. & G.S.

The undersigned attorney, being duly licensed to practice law in the State of South Carolina, does hereby provide notice of his appearance in the above-captioned matter representing the purchaser of the real property at the foreclosure sale that occurred as part of this matter, South Carolina Operating Room Equipment, LLC ("SCORE"). SCORE has not previously made an appearance in this litigation and has not been served with any pleading or motion. However, SCORE is informed and believes that after placing a bid on the property, for more than a nominal amount, and finding out that SCORE was the successful bidder at the foreclosure sale, that South Carolina Bank and Trust, N.A. ("SCBT") has moved to vacate the deed to SCORE. Thus, SCORE is an interested party to the motion and the undersigned attorney has been retained to represent the purchaser in this matter.

Richard R. Gleissner, Esquire
S.C. Bar Number 15139
Gleissner Law Firm, L.L.C.
3610 Landmark Drive, Suite G
Columbia, South Carolina 29204
(803) 787-0505
Attorneys for the Purchaser
South Carolina Operating Room Equipment, LLC

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IN THE STATE OF SOUTH CAROLINA COUNTY OF RICHLAND	)	IN THE COURT OF COMMON PLEAS
South Carolina Bank and Trust, N.A. Plaintiff, vs. Rhonda Meisner and Sand Dollar 31, LLC, Defendants.	)	Civil Action No.: 2011-CP-40-06818 **CERTIFICATE OF SERVICE**

RICHLAND COUNTY
FILED
2012 OCT -1 AM 10:40
JEANETTE W. McBRIDE
C.C.P. & G.S.

I, the undersigned employee of the Gleissner Law Firm, LLC, attorneys for the interested party, South Carolina Operating Room Equipment, LLC, do hereby certify that I have served a copy of the documents listed below in connection with the above-referenced case by mailing a copy of the same by United States Mail, postage prepaid, to the following address(es):

Documents served
Notice of Appearance on behalf of South Carolina Operating Room Equipment, LLC

Counsel served
Glenn E. Bowens, Esquire
Post Office Box 424
Winnsboro, SC 29180

Teri Lee Kimball-Callen, Esquire
Rogers Townsend & Thomas, PC
Post Office Box 100200
Columbia, SC 29202

Anissa Terpstra

Anissa Terpstra, Paralegal to
Richard R. Gleissner, Esquire

September 28, 2012

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STATE OF SOUTH CAROLINA
COUNTY OF RICHLAND

SCBT, N.A.,

Plaintiff,

v.

Sand Dollar 31, LLC; Rhonda Meisner,

Defendants.

IN THE COURT OF COMMON PLEAS
DOCKET NO. 11-CP-40-6317
DOCKET NO. 11-CP-40-6318

MEMORANDUM OF LAW
GUARANTY AGREEMENT

RICHLAND COUNTY
FILED
2012 AUG 10 PM 4:06
JEANETTE W. McBRIDE
C.C.P. & G.S.

During a hearing held on July 18, 2012, the Court requested the parties brief the issue of the application of the Guaranty Agreements with regard to the liability of Rhonda Meisner ("Meisner") on any deficiency judgment. Meisner presents this Memorandum of Law regarding the interpretation and application of the Guaranty Agreements in the above captioned cases.

The Defendants' Answer & Counter Claim asked for a declaratory judgment to determine the parties' rights and liabilities under the Note, Mortgage and Guaranty Agreement and to determine the rights and obligations of the parties with respect to the amount of the deficiency judgment requested by the Plaintiff. The Guaranty Agreements placed monetary limitations on Meisner's personal lialbity. Meisner sought this declaratory judgment because she wanted to make certain that, should there be a deficiency judgment, her liability did not exceed those limitations.

During the trial of Civil Action 11-CP-40-6317 and 11-CP-40-6318, held on April 25, 2012, the Plaintiff presented two Guaranty Agreements executed by Meisner guaranteeing payment of the two promissory notes between the Plaintiff and Sand Dollar 31, LLC. Meisner claims her maximum liability for a deficiency judgment based on these Guaranty Agreements is $31,140.00 for the loan in 11-CP-40-6317 (**Exhibit 1**) and $36,000.00 for the loan in 11-CP-40-6318 (**Exhibit 2**), as provided in the two respective Guaranty Agreements; Meisner requests the Court issue a declaratory judgment to that effect and order that the indexing of any judgment against Meisner in the public record reflect these monetary limits.

Meisner claims that the purpose of the Guaranty Agreements and the intent of the parties was to guarantee the Plaintiff received a minimum of $31,140.00 for the loan in 11-CP-40-6317 and a minimum of $36,000.00 for the loan in 11-CP-40-6318. These amounts represent the money actually loaned by the Plaintiff to Sand Dollar 31, LLC. Meisner also claims that if the high bid at the foreclosure sale or the appraised value equal or exceed those amounts, then her liability under the Guaranty Agreements will be satisfied as the Plaintiff will have received the minimum amounts provided in those agreements.

Meisner bases her claim that the Guaranty Agreements limit her liability to $36,000.00 and $31,140.00 on three basic grounds. First, the Guaranty Agreements specifically state the maximum dollar amount in paragraph A. Second, paragraph 4 provides that the guarantor is liable for "all indebtedness, without limitation as to amount" if "no amount is stated." However, since an amount is stated, i.e. $31,140.00 and $36,000.00, then the guaranty is limited to those amounts. Third, this was the understanding of the parties at the time the Guaranty Agreements were made, based on representations made by the Plaintiff to the effect that the amount guaranteed was the dollar amount stated in the agreement.

The Plaintiff disagrees with Meisner's interpretation of the Guaranty Agreements and claims she owes $63,734.92 in 11-CP-40-6317[1] and $43,220.45 in 11-CP-40-6318; these amounts represent the money actually loaned to Sand Dollar **plus** other debts allegedly incurred by Sand Dollar in the form of attorney fees, interest, corporate charges, late charges, taxes, escrow advances, costs of litigation and other charges.[2] The Plaintiff bases these claims on its interpretation of paragraph 4 of the guaranty; however, paragraph 4 is in conflict with paragraph A. The Plaintiff's interpretation of Paragraph 4 reveals an inherent ambiguity between paragraph 4 and paragraph A.

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[1] This amount represents more than double the amount identified in the Guarantee Agreement.
[2] Meisner not only claims that she is not liable for these debts, but that no evidence was introduced for many of these debts at the hearing on April 25, 2012.

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Guaranty agreements are contracts[3] and their interpretation is governed by the same contract law principles as any other contract. The South Carolina Court of Appeals has held:

> A contract is ambiguous when the terms of the contract are reasonably susceptible to more than one interpretation.
>
> The uncertainty in interpretation can arise from the words of the instrument, or in the application of the words to the object they describe.
>
> Whether a contract is ambiguous must be determined from the entire contract and not from any isolated clause of the agreement. Pee Dee Stores, Inc. v. Doyle, 381 S.C. 234, 672 S.E.2d 799 (Ct.App.2009) (internal citations omitted)

When a contract is susceptible of more than one interpretation, the non-drafting party is given the benefit of the ambiguity. The South Carolina Supreme Court has held:

> It is generally held that an ambiguity in a written contract should be construed most strongly against the drafters. We quote, with approval, the following from 17A C.J.S. Contracts § 324:
>
> "(A)mbiguous language in a contract should be construed liberally and most strongly in favor of the party who did not write or prepare the contract and is not responsible for the ambiguity; and any ambiguity in a contract, doubt, or uncertainty as to its meaning should be resolved against the party who prepared the contract or is responsible for the verbiage.
>
> The reason for the rule of strict construction against the party preparing the contract is that one who speaks or writes can, by exactness of expression, more easily prevent mistakes in meaning more than one with whom he is dealing, and that he who has brought the agreement into existence and is thus primarily responsible for its inadequacy should justly suffer for its shortcomings."

Myrtle Beach Lumber Company, Inc. v. Willoughby, 276 S.C. 3, 274 S.E.2d 423 (S.C. 1981).

There is no dispute that the Guaranty Agreements at issue were drafted and prepared by the Plaintiff. Based on the Supreme Court's holding, the ambiguity must be resolved in favor of Meisner. The parties' conflicting interpretations requires the Court to interpret the agreement and issue a declaratory judgment. When a written contract is ambiguous extrinsic evidence may be admitted to determine the parties' intent. Duncan v. Little, 384 S.C. 420, 682, S.E.2d 788 (2009).

---

[3] Transouth Financial Corp. v. Cochran, 324 S.C. 290, 478 S.E.2d 63 (Ct. App. 1996)

The Guaranty Agreements in the two cases are pre-printed forms and are identical with the exception of the dates and dollar amounts. Both Guaranty Agreements contain two options, Paragraph A and B, with a box beside each paragraph, one of which is to be marked with an "X". Paragraph A was marked in both 11-CP-40-6317 and 11-CP-40-6318. Importantly, Paragraph A limited the amount guaranteed to $31,140.00 (11-CP-40-6317) and $36,000.00 (11-CP-40-6318) respectively. On the other hand, Paragraph B, which was **not checked**, required payment by the guarantor of:

> ...each and every debt, liability and obligation **of every type and description** which Borrower may now or at any time hereafter owe to lender (**whether such debt, liability or obligation now exists or is hereafter created or incurred**, and whether it is or may be direct or indirect, due or to become due, **absolute or contingent**, primary or secondary, liquidated or unliquidated, or joint, several or joint and several; all such debts, liabilities and obligations being hereinafter collective referred to as the "indebtedness"). (emphasis added)

The Plaintiff's claim that Meisner is liable for payment of Sand Dollar's debts beyond the $31,140.00 and $36,000.00 stated in the guaranty are exactly the type of debts contemplated by Paragraph B; at the time the Guaranty Agreement was executed these other debts:

(1) did not exist;

(2) they were neither created nor incurred;

(3) were indirect and secondary to the amount borrowed;

(4) were contingent and had not yet become due.

The Plaintiff wants to focus just on paragraph 4; however, when interpreting a contract the contract must be read as a whole, without focusing on any single provision to determine the contract's meaning. Pee Dee Stores, at 242. Paragraph 4 must be interpreted in light of paragraphs A and B. The Plaintiff's argument that paragraph 4 makes Meisner liable for these additional debts would make more sense if Paragraph B had been checked; however, the parties did not check Paragraph B. Even under the Plaintiff's interpretation that the specific dollar amount stated in the Guaranty

Agreement referred to the amount of "principal" guaranteed, the Plaintiff still claims $48,698.20 is due in principal in 11-CP-40-6317, when the Guaranty Agreement only provided for $31,140.00, which is over $17,000.00 more in principal than the Plaintiff is allowed under its own interpretation of the agreement.

The question before the Court is whether the Guaranty Agreements place a monetary limitation on Meisner's personal liability (as claimed by Meisner) or whether Meisner's liability is unlimited (as claimed by the Plaintiff). The South Carolina Court of Appeals has held:

> Although not yet decided in South Carolina, in the absence of an express limitation of an amount of a guaranty as a general rule the amount of the liability, or, in other words, the measure of damages, on a default by the principal obligor is that amount of loss which the guarantee has sustained by reason of such default ... PPG Industries, Inc. v. Orangeburg Paint Center, Inc., 297 S.C. 176, 375 S.E.2d 331 (Ct. App. 1988)

The Guaranty Agreements in these cases do place "an express limitation of an amount" i.e. $36,000.00 and $31,140.00. If the parties intended for her liability to extend beyond the stated dollar amounts then paragraph B would have been marked. Based on the holding in PPG Industries, and Myrtle Beach Lumber Company, the ambiguity created by paragraph 4 and paragraph A must be resolved in Meisner's favor.

Amount of Personal Liability for a Deficiency Judgment

The Court must also enter a deficiency judgment if the appraisal values the property less than the amount of the Guaranty Agreements. Meisner requests the Court take the following factors into consideration when deciding the amount of any deficiency judgment.

In 11-CP-40-6317, the Plaintiff claims attorney fees in the following amounts: (1) $3,321.00; (2) $2,679.00; and (3) an undisclosed amount for attorney fees under the category of "Allowable Advances." The Plaintiff claims over $6,000.00 in attorney fees related to the Linden Street property. This same property was previously foreclosed upon and this Court awarded $2,900.00 in attorney fees, less than one half the amount being claimed in the present case.

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Moreover, the Plaintiff has not filed an affidavit of attorney fees with an itemized statement so that the Court can evaluate the reasonableness of the fees as required by Supreme Court's holding in Jackson v. Speed, 326 S.C. 289, 486 S.E.2d 750 (1997).

The Plaintiff also claims $4,303.80 under the category of "Allowable Advances." The Plaintiff lists as "Allowable Advances": "escrow advances," "corporate charges," "paid costs and expenses from the foreclosure action," and an ambiguous charge for "other charges." The Plaintiff did not separately identify the amounts allocated from the $4,303.80 for each of these charges. There was no evidence at the hearing that supports the claims for "corporate charges" or "other charges." The Plaintiff also claims reimbursement for taxes in the amount of $1,681.42. This claim appears to be duplicative with the claim for "escrow advances" in that the "escrow" is typically for taxes and insurance. Moreover, there is evidence that the taxes were not paid.

Second, in Civil Action # 11-CP-40-6318 the Plaintiff claims attorney fees in the following amounts: (1) $4,924.00; (2) $3,0760.00; and (3) an undisclosed amount for attorney fees under the category of "Allowable Advances." The Plaintiff lists as "Allowable Advances": "escrow advances;" "corporate charges," "expenses from the foreclosure action" and an ambiguous charge for "other charges." The Plaintiff did not separately identify the amounts allocated from the $6,263.60 for each of these charges. Moreover, there was no evidence at the hearing that supports the claims for "corporate charges" or "other charges." Without an affidavit of attorney fees and an itemized statement it is impossible for the Court to evaluate the propriety and reasonableness of these claimed charges as required by the Supreme Court's holding in Jackson, Id.

Conclusion

The differing interpretations of the parties shows there is an ambiguity in the Guaranty Agreement between paragraph 4 and paragraphs A and B. Under South Carolina law, when a contract is ambiguous, as is the case with these Guaranty Agreements, the ambiguity is construed most strongly against the party that drafted the agreement. Since there is no dispute that the Plaintiff drafted the Guaranty Agreement the ambiguity must be resolved in Meisner's favor. The Court should issue a declaratory judgment that the Guaranty Agreements and Meisner's personal liability are limited to $31,140.00 and $36,000.00 respectively and that if the appraisal values the property at an amount equal to or greater than these amounts that Meisner's personal liability under the Guaranty Agreement is satisfied.

The Plaintiff has not filed an affidavit of attorney fees or an itemized statement of the attorney fees and costs with the Court. Under these circumstances, the Court cannot evaluate the reasonableness of those fees and costs. The Court should require the Plaintiff to file an affidavit of attorney fees and costs and give the Defendant an opportunity to object as to the reasonableness of the Plaintiff's claim before awarding any attorney fees and costs as part of the deficiency judgment.

Respectfully submitted,

Glenn Bowens, Esq.
PO Box 424
Winnsboro, S.C. 29180
Attorneys for Defendant

August 10, 2012

STATE OF SOUTH CAROLINA
COUNTY OF RICHLAND

SCBT, N.A.,

Plaintiff,

v.

Sand Dollar 31, LLC; Rhonda Meisner,

Defendants.

IN THE COURT OF COMMON PLEAS
DOCKET NO. 11-CP-40-6317
DOCKET NO. 11-CP-40-6318

CERTIFICATE OF SERVICE

JEANNE W. McBRIDE
C.C.P. & G.S.
2012 AUG 10 PM 4:04
RICHLAND COUNTY
FILED

I, Glenn Bowens, attorney for the Defendant, do hereby certify that I have this day served a copy of the foregoing **Memorandum of Law in** connection with the above referenced case by hand delivery to:

Terri Stomski
Rogers Townsend & Thomas, PC
220 Executive Center Dr.
Columbia, SC 29210

This the 10th Day of August 2012 A.D.

Glenn Bowens

Book/Page: R 1788/1582 (This is not an Official Copy)

MASTER'S DEED)
State of South Carolina)
COUNTY OF Richland)

Book 1788-1582
2012066513 08/16/2012 13:33:04:920 Master's Deed-Foreclosure
Fee:$10.00 County Tax: $12.10 State Tax: $28.60
2012066513 John T. Hopkins II Richland County R.O.D.

TO ALL WHOM THESE PRESENT SHALL CONCERN:

I, Joseph M. Strickland, as Master in Equity for Richland County, in said State, send greetings:

WHEREAS, in an action in the Court of Common Pleas in Richland County between **SCBT, NA, as Plaintiff, vs. Sand Dollar 31, LLC; Rhonda Meisner; as Defendants, Case Number 2011-CP-40-6318,** by an Order dated **May 16, 2012**, it was decreed that the property hereinafter described should be sold by the Master in Equity for Richland County on the terms and for the purposes mentioned in the Order(s) granted in the case; and

WHEREAS, I the undersigned, as Master in Equity for Richland County, after due advertisement of the said property for sale at public outcry, did openly and publicly, and after the matter of auction, sell the said property on **June 4, 2012**, since a deficiency was requested, the bidding remained open for a period of thirty (30) days and closed on **July 5, 2012, when Kevin Nowell was declared to be the successful bidder placing a bid of $10,501.00, no further bids having been made; Kevin Nowell has paid the costs of the action as required by the decree and has assigned said bid to the grantee hereinafter named.**

NOW, KNOW ALL MEN, That I, the undersigned, as Master in Equity for Richland County, pursuant to the foregoing and also in consideration of the said bid paid as aforesaid by the said hereinbelow named grantee, the receipt whereof is hereby acknowledged, have granted, bargained, sold, released, and by these presents do grant, bargain, and release the following described property unto the grantee,

Grantee's Name : **South Carolina Operating Room Equipment, LLC**
PO Box 689
Blythewood SC 29016

See attached property description.

Subject to assessments, Richland County taxes, existing easements, easements and restrictions of record, and other senior encumbrances.

TOGETHER, with all and singular the hereditaments, rights, members and appurtenances whatsoever to the said property belonging or in any wise incident or appertaining, and the reversions and remainders, rents, issues, and profits thereof, and also any estate, right, title, interest, dower, possession, benefit, claim or demand therein whatsoever of all parties to the said suit and of all other persons who might rightfully claim the same or any part thereof, by, from, or under them, or either of them;

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TO HAVE AND TO HOLD the said property, with its hereditaments, privileges, and appurtenances, unto the said grantee, their successors and assigns for their own use, benefit, and behoof, forever.

IN WITNESS WHEREOF, I, the undersigned, as Master in Equity for Richland County, under and by virtue of the said Order(s), have hereunto set my Hand and Seal the 24th day of July, in the year of our Lord Two Thousand and Twelve, and in the Two Hundred and Thirty-seventh year of the Sovereignty and Independence of the United States of America.

SIGNED, SEALED AND DELIVERED)
In the Presence of:)

_____ (Seal)
Master in Equity, Richland County

State of South Carolina)
COUNTY OF RICHLAND)

PERSONALLY APPEARED the above named witness and made oath that (s)he saw the within named Joseph M. Strickland, as Master for Richland County, sign, seal and as his act and deed, deliver the within Deed; and that (s)he with the other above named witnessed the execution thereof.

_____

SWORN TO AND SUBSCRIBED before me on this 24th day of July, 2012.

_____
NOTARY PUBLIC FOR SOUTH CAROLINA
My commission expires: ~~August 25, 2013~~ September 9, 2013

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All that piece, parcel or tract of land, containing .22 acres, more or less, situate, lying and being on the Southwestern side of U.S. Highway No 321, about twelve miles North of the City of Columbia, in the County of Richland, State of South Carolina, being a part of the property shown and delineated on a plat prepared for Joseph C. Byrd, Jr. and Doris V. Byrd by R.E Collingwood, Jr., dated January 1, 1964 and recorded in the office of the Register of Deeds for Richland County in Plat Book "U" at page 90 and being more fully described on a plat prepared for Charles L. Duffie by Robert E. Collingwood, Jr. dated August 15, 1968 recorded December 2, 1968 in Plat Book 34 at Page 3, Office of the Register of Deeds for Richland County and according to said latter survey of the property having the following measurements and boundaries, to wit: On the North-east by U.S. Highway 321, and fronting thereon Eighty-five (85')...feet, then at right angles turning and running in a Southernly direction for On Hundred Fifty (154') feet to U.S. Highway 321.

All that piece, parcel or lot of land, containing .051 acres, more or less, situate, lying and being on the Southwestern side of U.S. Highway No. 321, about twelve miles North of the City of Columbia, in the County of Richland, State of South Carolina, being the identical property shown and delineated on a plat prepared for Charles L. Duffie by Henry 2. Duffie, Jr., Registered Land Surveyor dated the 9th day of April 1976, the said property being bounded on the Northeast by U.S Highway No. 321, and fronting thereon fifteen (15') feet; then turning at right angles and running in a southerly direction for One hundred forty-eight and five-tenths (148.5') feet; then turning at a right angels and running in an easterly direction for fifteen (15') feet; then turning and running at right angles in a northeasterly direction for a distance of one hundred fifty (50') feet to the point of commencement.

This is the property conveyed to Sand Dollar 31, LLC by deed of Charles L. Duffie dated March 1, 2006, recorded March 3, 2006 in Record Book 1157 at page 3375.

TMS: 10100-01-012

Property Address: 8391 Winnsboro Road
Blythewood, SC 29016

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MASTER'S DEED)
State of South Carolina)
COUNTY OF Richland)

TO ALL WHOM THESE PRESENT SHALL CONCERN:

I, Joseph M. Strickland, as Master in Equity for Richland County, in said State, send greetings:

WHEREAS, in an action in the Court of Common Pleas in Richland County between **SCBT, NA, as Plaintiff, vs. Sand Dollar 31, LLC; Rhonda Meisner; as Defendants, Case Number 2011-CP-40-6317,** by an Order dated **May 16, 2012**, it was decreed that the property hereinafter described should be sold by the Master in Equity for Richland County on the terms and for the purposes mentioned in the Order(s) granted in the case; and

WHEREAS, I the undersigned, as Master in Equity for Richland County, after due advertisement of the said property for sale at public outcry, did openly and publicly, and after the matter of auction, sell the said property on **June 4, 2012,** since a deficiency was requested, the bidding remained open for a period of thirty (30) days and closed on **July 5, 2012, when Kevin Nowell was declared to be the successful bidder placing a bid of $25,001.00, no further bids having been made; Kevin Nowell has paid the costs of the action as required by the decree and has assigned said bid to the grantee hereinafter named.**

NOW, KNOW ALL MEN, That I, the undersigned, as Master in Equity for Richland County, pursuant to the foregoing and also in consideration of the said bid paid as aforesaid by the said hereinbelow named grantee, the receipt whereof is hereby acknowledged, have granted, bargained, sold, released, and by these presents do grant, bargain, and release the following described property unto the grantee,

Grantee's Name : **South Carolina Operating Room Equipment, LLC**
PO BOX 689
BLYTHEWOOD, SC
29016

See attached property description.

Subject to assessments, Richland County taxes, existing easements, easements and restrictions of record, and other senior encumbrances.

TOGETHER, with all and singular the hereditaments, rights, members and appurtenances whatsoever to the said property belonging or in any wise incident or appertaining, and the reversions and remainders, rents, issues, and profits thereof, and also any estate, right, title, interest, dower, possession, benefit, claim or demand therein whatsoever of all parties to the said suit and of all other persons who might rightfully claim the same or any part thereof, by, from, or under them, or either of them;

Book 1788-1773
2012066552 08/16/2012 15:32:31:903 Master's Deed-Foreclosure
Fee:$10.00 County Tax: $28.05 State Tax: $66.30
2012066552 John T. Hopkins II Richland County R.O.D.

TO HAVE AND TO HOLD the said property, with its hereditaments, privileges, and appurtenances, unto the said grantee, their successors and assigns for their own use, benefit, and behoof, forever.

IN WITNESS WHEREOF, I, the undersigned, as Master in Equity for Richland County, under and by virtue of the said Order(s), have hereunto set my Hand and Seal the 24th day of July, in the year of our Lord Two Thousand and Twelve, and in the Two Hundred and Thirty-seventh year of the Sovereignty and Independence of the United States of America.

SIGNED, SEALED AND DELIVERED)
In the Presence of:)
)

_____(Seal)
Master in Equity, Richland County

State of South Carolina)
COUNTY OF RICHLAND)

PERSONALLY APPEARED the above named witness and made oath that (s)he saw the within named Joseph M. Strickland, as Master for Richland County, sign, seal and as his act and deed, deliver the within Deed; and that (s)he with the other above named witnessed the execution thereof.

_____

SWORN TO AND SUBSCRIBED before me on this 24th day of July, 2012.

_____
NOTARY PUBLIC FOR SOUTH CAROLINA
My commission expires: ~~August 30, 2019~~ September 9, 2013

All that certain piece, parcel or lot of land with improvements thereon situate, lying and being on the eastern side of Linden Street, in or near the Town of Eau Claire in the County of Richland, State of South Carolina; said lot being composed of and embracing Lot No. 12, 13 and 14 in Block 6 upon a plat of College View Subdivision, prepared by surveyors Clodfelder and Schisler, dated August-September, 1927 and recorded in Plat Book F at page 24. TMS# 09313-03-21.

This being the same property conveyed to Sand Dollar 31, LLC by that deed of Master of Equity for Richland County by deed dated July 20, 2006 and recorded August 2, 2006 in Record Book 1213 at page 554

TMS: 09313-03-21
Property Address: 4824 Linden Street
Columbia, SC 29203

STATE OF SOUTH CAROLINA)
)
COUNTY OF RICHLAND)

IN THE COURT OF COMMON PLEAS
JR Number 2011-CP-40-6318

SCBT, N.A.,

Plaintiff (s),

vs.

Sand Dollar 31, LLC; Rhonda Meisner;

Defendant (s).

Master's Report on Sale and Disbursements
and
Order of Confirmation

Pursuant to Rule 71, SCRCP
(Public Sale)

JEANETTE W. GRANGER
C.C.P. & G.S.
2012 AUG -8 AM 10:02

1. Pursuant to Order of Court and after due notice and advertisement, I sold subject property to:
   (a) the Plaintiff for the sum of $ ----------, that amount being the highest bid made on Sales Day, July 5, 2012. The Plaintiff thereafter paid only the costs as provided in said Order and became the grantee/assigned its bid to ----------.
   (b) the highest bidder on Sales Day, Kevin Nowell as agent for Rhonda Meisner, for the sum of $ 10,501.00. The successful bidder thereafter complied with the bid, as provided for in said Order, and became the grantee/ assigned the bid to ----------.
2. That I have executed and delivered to said grantee a good and sufficient deed of conveyance of said property.
3. I have received and disbursed the costs as set out on the attached Statement of Disbursements which resulted in the disbursement of proceeds of sale/a surplus of $ ----------, notice of which is being sent to all parties who may wish to apply for said surplus, pursuant to Rule 71(c), SCRCP.

IS THEREFORE ORDERED that the said sale and the Master's Report on Sale and Disbursements are hereby confirmed as a judgment of this Court.

Aug. 8, 2012

JOSEPH M. STRICKLAND
Master in Equity for Richland County

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MASTER IN EQUITY
STATEMENT OF DISBURSEMENTS

JR# 7/23/12

C.A.# **2011-CP-40-6318**

SCBT vs. Sand Dollar 31, LLC, et al.	**Disbursements**	**Receipts**
AMOUNT OF BID $10,501.00		
Reference Fee		**$125.00**
5% of Bid		**$551.95**
Balance of Costs		**$9,997.85**
Clerk		
Master's Agent		
Advertising Sale		
Master's costs – R. C. Treasurer	**$230.01**	
Court Reporter		
Revenue Stamps, State		
Revenue Stamps, County		
Guardian ad Litem Fee		
Fee of Attorney Under Order of Court (Military Service)		
Recording Deed		
Taxes – State and County		
Attorney's Disbursement and/or Fee		
Total Debt $43,220.45		
Amount available for credit due Teri Stomski Attorney for SCBT, $10,444.79	**$10,444.79**	
Total Costs	**$10,674.80**	
Surplus Funds	**$**	
TOTALS	**$10,674.80**	**$10,674.80**

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ROGERS TOWNSEND & THOMAS, PC
POST OFFICE BOX 100200 (29202)
220 EXECUTIVE CENTER DRIVE
COLUMBIA, SOUTH CAROLINA 29210
P 803.771.7900 F 803.343.7013
W RTT-LAW.COM

Teri Stomski
TERI.STOMSKI@RTT-LAW.COM
P 803.744.1926
F 803.343.7017

LICENSED IN SOUTH CAROLINA

ROGERS TOWNSEND
ATTORNEYS AT LAW

August 17, 2012

The Honorable Joseph M. Strickland
P.O. Box 192
Columbia, South Carolina 29202

Re: SCB&T v. Sand Dollar 31, LLC and Rhonda Meisner
Civil Action # 2011-CP-40-6317 (Our file: 016555-00040)
Civil Action # 2011-CP-40-6318 (Our file: 016555-00039)

Dear Judge Strickland:

Pursuant to §29-3-710, Plaintiff appoints the following as its designated appraiser with regard to the Defendant Meisner's Petition in the above-captioned matters:

Eugene Garvin
5 Calendar Ct, Ste 103
Columbia, SC 29206
803-779-4243
ecgarvin@garvinappraisals.com

By copy of this letter, I am serving same on opposing counsel. Thank you for your assistance in this matter.

Sincerely,

Teri K. Stomski

cc: Glenn Bowens, Esquire

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ELECTRONICALLY FILED - 2018 May 01 4:16 PM - RICHLAND - COMMON PLEAS - CASE#2011CP4006317

Garvin Appraisals & Properties, LLC
5 Calendar Court, Suite 103
Columbia, SC 29206

August 30, 2017

Sean M. Foerster
Rogers Townsend & Thomas
P. O. Box 100200
Columbia, SC 29202

Re: SCBT, N.A. vs Sand Dollar 31, LLC; Rhonda Meisner
Civil Action #2011-CP-40-6317 and 2011-CP-40-6318

Dear Mr. Foerster:

I have contacted the defendant's appraiser, Angela Buckley, and we discussed our appraisals on the properties involved in this proceeding. I appraised 8391 Winnsboro Road, Blythewood, SC 29016 on 09/17/2012 as a manufactured home "as is" for $16,000. According to Ms. Buckley, she appraised this same property as a manufactured home on 09/14/2012 for $20,000 but "subject to" repair work totaling $4,530. If the repair work is deducted from the $20,000 opinion of value the net value of her appraisal is $15,470.

I appraised 4824 Linden Street, Columbia, SC 29203 on 09/13/2012 as a single family residential "as is" for $25,000. According to Ms. Buckley, she appraised this same property on 09/14/2012 for $31,000 but "subject to" repairs of $12,080. If the repair work is deducted from the $31,000 opinion of value the net value of her appraisal is $18,920. Her appraisals are "subject to" the repair work being completed and when and if that occurs then the values are the $20,000 for 8391 Winnsboro Road and $31,000 for 4824 Linden Street. I do not know if Ms. Buckley did any final inspections to determine if the repair work on either property was completed.

I stand by my opinion of value for both properties as of the effective date of my reports shown above. Ms. Buckley has not stated directly to me, but from my conversation I am convinced, that she would concur that she also stands by her opinion of value of the properties as of the effective dates of her appraisals shown above.

If you have any questions or need to discuss this further, please do not hesitate to contact me.

Yours truly

Eugene C. Garvin, Jr.
CR 2746

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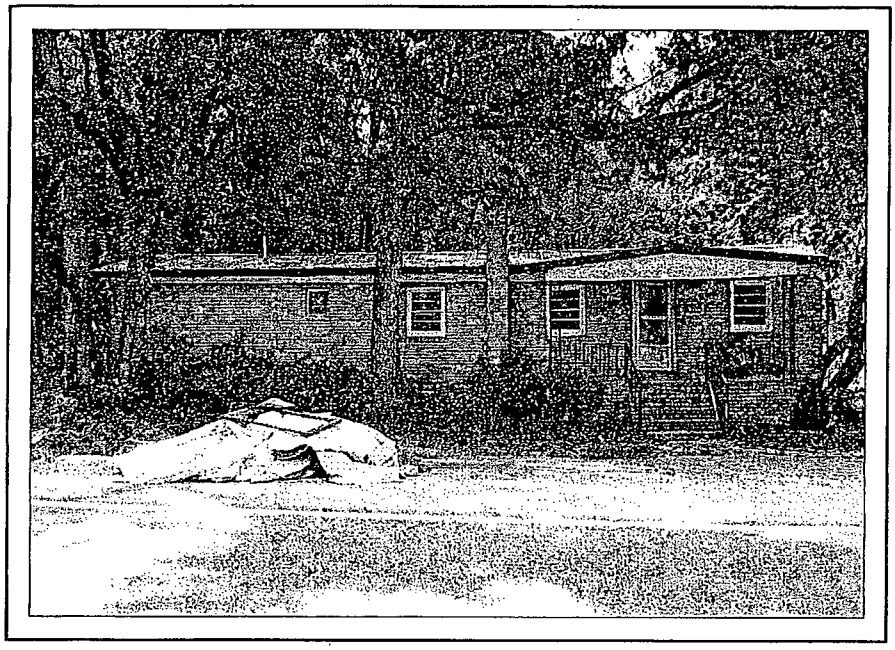
File No. 091218G



SUMMARY APPRAISAL REPORT

OF THE REAL PROPERTY LOCATED AT

8391 Winnsboro Road
Blythewood, SC 29016

for

South Carolina Bank & Trust
700 Gervais Street
Columbia, SC
29201

as of

09/17/2012

by

Eugene Garvin, Jr.
5 CALENDAR COURT STE 103
COLUMBIA, SC 29206

GARVIN APPRAISALS

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GARVIN APPRAISALS
5 CALENDAR COURT STE 103
COLUMBIA, SC 29206
803-779-4243

September 21, 2012

South Carolina Bank & Trust
700 Gervais Street
Columbia, SC
29201

Property -	8391 Winnsboro Road Blythewood, SC 29016
Borrower -	N/A
File No. -	091218G
Case No: -	

Dear :

In accordance with your request, I have prepared an appraisal of the real property located at 8391 Winnsboro Road, Blythewood, SC.

The purpose of the appraisal is to provide an opinion of the market value of the property described in the body of this report.

Enclosed, please find the Summary Report which describes certain data gathered during our investigation of the property. The methods of approach and reasoning in the valuation of the various physical and economic factors of the subject property are contained in this report.

An inspection of the property and a study of pertinent factors, including valuation trends and an analysis of neighborhood data, led the appraiser to the conclusion that the market value, as of 09/17/2012 is :

$16,000

The opinion of value expressed in this report is contingent upon the Limiting Conditions attached to this report.

It has been a pleasure to assist you. If I may be of further service to you in the future, please let me know.

Respectfully submitted,

GARVIN APPRAISALS

Eugene Garvin, Jr.
SC Certification #2746

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Summary Appraisal Report

Manufactured Home Appraisal Report

File # 091218G

The purpose of this summary appraisal report is to provide the lender/client with an accurate, and adequately supported, opinion of the market value of the subject property.

SUBJECT

Property Address 8391 Winnsboro Road City Blythewood State SC Zip Code 29016
Borrower N/A Owner of Public Record SC Operating Room Equip. County Richland
Legal Description Deed Book 1157, Page 3375
Assessor's Parcel # 10100-01-12 Tax Year 2011 R.E. Taxes $ 512
Neighborhood Name Blythewood Map Reference Blythewood Census Tract 102.00
Occupant [ ] Owner [ ] Tenant [X] Vacant Project Type (if applicable) [ ] PUD [ ] Condominium [ ] Cooperative [ ] Other (describe)
Special Assessments $ N/A HOA $ N/A [ ] per year [ ] per month
Property Rights Appraised [X] Fee Simple [ ] Leasehold [ ] Other (describe)
Assignment Type [ ] Purchase Transaction [ ] Refinance Transaction [X] Other (describe) Determine Market Value for Client
Lender/Client South Carolina Bank & Trust Address 700 Gervais Street, Columbia, SC 29201
Is the subject property currently offered for sale or has it been offered for sale in the twelve months prior to the effective date of the appraisal? [ ] Yes [X] No
Report data source(s) used, offering price(s), and date(s). MLS

Manufactured homes located in either a condominium or cooperative project require the appraiser to inspect the project and complete the Project Information section of the Individual Condominium Unit Appraisal Report or the Individual Cooperative Interest Appraisal Report and attach it as an addendum to this report.

CONTRACT

I [ ] did [ ] did not analyze the contract for sale for the subject purchase transaction. Explain the results of the analysis of the contract for sale or why the analysis was not performed.

Contract Price$ Date of Contract Is the property seller the owner of public record? [ ] Yes [ ] No Data Source(s)
Is there any financial assistance (loan charges, sale concessions, gift or downpayment assistance, etc.) to be paid by any party on behalf of the borrower? [ ] Yes [ ] No
If Yes, report the total dollar amount and describe the items to be paid:

I [ ] did [X] did not analyze the manufacturer's invoice. Explain the results of the analysis of the manufacturer's invoice or why the analysis was not performed.
Invoice not available
Retailer's Name (New Construction) N/A

NEIGHBORHOOD

Note: Race and the racial composition of the neighborhood are not appraisal factors.

Neighborhood Characteristics				Manufactured Housing Trends				Manufactured Housing		Present Land Use %	
Location	[ ] Urban	[ ] Suburban	[X] Rural	Property Values	[ ] Increasing	[X] Stable	[ ] Declining	PRICE	AGE	One-Unit	40.0 %
Built-Up	[ ] Over 75%	[X] 25-75%	[ ] Under 25%	Demand/Supply	[ ] Shortage	[X] In Balance	[ ] Over Supply	$(000)	(yrs)	2-4 Unit	%
Growth	[ ] Rapid	[ ] Stable	[X] Slow	Marketing Time	[ ] Under 3 mths	[ ] 3-6 mths	[X] Over 6 mths	15 Low	new	Multi-Family	%
Neighborhood Boundaries	to the north by Wildflower Road & Muller Road, east &							65 High	50	Commercial	5.0 %
south by I-20, and west by SC Hwy 260.								30 Pred.	20	Other	55.0 %

Neighborhood Description The subject property is located approximately 15 miles north of the downtown Columbia area off on the Winnsboro Road in northern Richland County. This area allows for average access to employment centers, shopping and schools. *** See Additional Comments ***
Market Conditions (including support for the above conclusions) Market conditions are currently attractive as interest rates remain at historical lows. Property values in the neighborhood appear to be stable. Supply and demand are in balance with typical exposure times being over six months. *** See Additional Comments ***

SITE

Dimensions unable to obtain dimensions (tax map incl) Area .27+-ac Shape irregular View residential/woods
Specific Zoning Classification RU Zoning Description rural district manufactured homes allowed
Zoning Compliance [X] Legal [ ] Legal Nonconforming (Grandfathered Use) [ ] No Zoning [ ] Illegal (describe)
Is the highest and best use of the subject property as improved (or as proposed per plans and specifications) the present use? [X] Yes [ ] No If No, describe

Utilities	Public	Other (describe)		Public	Other (describe)	Off-site Improvements-Type	Public	Private
Electricity	[X]	[ ]	Water	[ ]	[X] well	Street asphalt	[X]	[ ]
Gas	[X]	[ ]	Sanitary Sewer	[ ]	[X] septic	Alley none	[ ]	[ ]

FEMA Special Flood Hazard Area [ ] Yes [X] No FEMA Flood Zone X FEMA Map # 4501700050 G FEMA Map Date 01/19/94
Are the utilities and off-site improvements typical for the market area? [X] Yes [ ] No If No, describe

Is the site size, shape and topography generally conforming to and acceptable in the market area? [X] Yes [ ] No If No, explain

Is there adequate vehicular access to the subject property? [X] Yes [ ] No If No, describe

Is the street properly maintained? [X] Yes [ ] No If No, describe

Are there any adverse site conditions or external factors (easements, encroachments, environmental conditions, land uses, etc.)? [ ] Yes [X] No If Yes, describe
However, your appraiser is not an environmental expert.

HUD DATA PLATE

The HUD Data Plate/Compliance Certificate is located on the interior of the subject and contains, among other things, the manufacturer's name, trade/model name, year manufactured and serial number. The HUD Certification Label is located on the exterior of each section of the home.
Is the HUD Data Plate/Compliance Certificate attached to the dwelling? [ ] Yes [X] No If Yes, identify the location. If No, provide the data source(s) for the HUD Data Plate/Compliance Certificate information. No HUD Data Plate/Compliance Certificate information available.
Is a HUD Certification Label attached to the exterior of each section of the dwelling? [ ] Yes [X] No If No, provide the data source(s) for the HUD Certification Label #'s
No HUD Data Plate/Compliance Certification Label #'s available.

Manufacturer's Serial #(s)/VIN #(s) Unknown
HUD Certification Label #(s) Unknown
Manufacturer's Name Unknown Trade/Model Unknown Date of Manufacture Unknown
Do the Wind, Roof Load, and Thermal Zones meet the minimum HUD requirements for the location of the subject property? [X] Yes [ ] No If No, explain
It is assumed that the subject property meets the HUD requirements for its location.

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Manufactured Home Appraisal Report

File # 091218G

GENERAL DESCRIPTION		FOUNDATION		EXTERIOR DESCRIPTION materials/condition		INTERIOR materials/condition	
# of Units	X One ☐ Additions	☐ Poured Concrete ☐ Concrete Runners		Siding	brick veneer/fair	Floors	laminate/vinyl/avg
# of Stories	X 1 ☐ 2 ☐ Other	X Block & Pier ☐ Other-att. description		Exterior Walls	brick/masonite/fair	Walls	panel/drywall/avg
Design (Style)	single wide	☐ Full Basement ☐ Partial Basement		Roof Surface	metal/average	Trim/Finish	wood/avg
# of Sections	X 1 ☐ 2 ☐ 3	Basement Area	None sq. ft.	Gutters & Downspouts	none	Bath Floor	vinyl/fair
☐ Other		Basement Finish	N/A %	Window Type	DH wood/metal/fair	Bath Wainscot	fibrlgs/fair
Type X Det. ☐ Att. ☐ S-Det./End Unit		N Outside Entry/Exit N Sump Pump		Storm Sash/Insulated	none	Car Storage	☐ None
X Existing ☐ Proposed ☐ Under Const.		Evidence of N Infestation		Screens	partial/fair	X Driveway	# of Cars 2
Year Built	1969 Effective Age (Yrs) 30	N Dampness N Settlement		Doors	wood/fair	Driveway Surface	concrete/dirt
Attic	X None	Heating X FWA ☐ HWBB ☐ Radiant		Amenities	☐ WoodStove(s)#	☐ Garage	# of Cars none
☐ Drop Stair	☐ Stairs	☐ Other	Fuel gas	☐ Fireplace(s) #	X Fence	☐ Carport	# of Cars none
☐ Floor	☐ Scuttle	Cooling X Central Air Conditioning		☐ Patio/Deck	X Porch	☐ Attached	☐ Detached
☐ Finished	☐ Heated	☐ Individual ☐ Other		☐ Pool	☐ Other	☐ Built-In	

Appliances ☐ Refrigerator P Range/Oven ☐ Dishwasher ☐ Disposal ☐ Microwave ☐ Washer/Dryer ☐ Other (describe)

Finished area above grade contains: 5 Rooms 3 Bedrooms 1 Bath(s) 920 Square Feet of Gross Living Area Above Grade

Describe any additions or modifications (decks, rooms, remodeling, etc.) The subject property appears to have originally been a single wide manufactured home that has been "bricked in" with a rear addition of two bedrooms & a hallway. The subject property has some panel walls. *** See Additional Comments ***

Installer's Name Unknown Date Installed Unknown Model year Unknown

IMPROVEMENTS

Is the manufactured home attached to a permanent foundation system? X Yes ☐ No If No, describe foundation system and the manner of attachment.

Have the towing hitch, wheels, and axles been removed? X Yes ☐ No If No, explain.

Is the manufactured home permanently connected to a septic tank or sewage system and other utilities? X Yes ☐ No If No, explain

Does the dwelling have sufficient gross living area and room dimensions to be acceptable to the market? X Yes ☐ No If No, explain

Additional features (special energy efficient items, non-realty items, etc.) None

The appraiser must rate the quality of construction for the subject unit based on objective criteria (such as N.A.D.A. Manufactured Housing Appraisal Guide®, Marshall & Swift Residential Cost Handbook®, or other published cost service). The appraiser must also report the source used for this quality of construction rating determination.

Quality ☐ Poor ☐ Fair X Average ☐ Good ☐ Excellent Identify source of quality rating Marshall & Swift

Describe the condition of the property (including needed repairs, deterioration, renovations, remodeling, etc.) The subject property is considered to be in average to fair condition. The masonite portion of the exterior siding is deteriorating. At the time of the inspection and according to the owner, the HVAC system was not working and in need of repair. A free standing range was the only appliance in the kitchen. *** See Additional Comments ***

Are there any physical deficiencies or adverse conditions that affect the livability, soundness, or structural integrity of the property? ☐ Yes X No If Yes, describe

However, your appraiser could conduct a head & shoulders inspection of the crawl space only. It appears the subject foundations is block & brick piers on a brick curtain wall. *** See Additional Comments ***

Does the property generally conform to the neighborhood (functional utility, style, condition, use, construction, etc.)? X Yes ☐ No If No, describe

COST APPROACH

Provide adequate information for the lender/client to replicate the below cost figures and calculations.

Support for the opinion of site value (summary of comparable land sales or other methods for estimating site value) The site value was estimated from closed sales and active listings in the MLS and information obtained from the Tax Assessor's Web site. The Cost Approach is not required.

ESTIMATED ☐ REPRODUCTION OR ☐ REPLACEMENT COST NEW

Source of cost data | Effective date of cost data | Quality rating from cost service

OPINION OF SITE VALUE		$	Exterior Dimensions of the Subject Unit	
Section One	Sq. ft. @ $	$	X =	Sq. ft.
Section Two	Sq. ft. @ $	$	X =	Sq. ft.
Section Three	Sq. ft. @ $	$	X =	Sq. ft.
Section Four	Sq. ft. @ $	$	X =	Sq. ft.
		$	Total Gross Living Area:	Sq. ft.
		$	Other Data Identification	
		$	N.A.D.A. Data Identification Info: Edition Mo: Yr:	
	Sub-total:	$	MH State: Region: Size:	ft. x ft.
	Cost Multiplier (if applicable):	X	Gray pg. White pg. Black SVS pg.	
	Modified Sub-total:		15 years and older Conversion Chart pg. Yellow pg.	
	Physical Depreciation or Condition Modifier:		Comments:	
	Functional Obsolescence (not used for N.A.D.A.):			
	External Depreciation or State Location Modifier:			
	Delivery, Installation, and Setup (not used for N.A.D.A.):	$		
	Other Depreciated Site Improvements:	$		
	Market Value of Subject Site (as supported above):	$ 10,000		
	Indicated Value by Cost Approach	$	Estimated Remaining Economic Life (HUD and VA only)	Years

Summary of Cost Approach N/A

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Manufactured Home Appraisal Report

File # 091218G

There are 2 comparable properties currently offered for sale in the subject neighborhood ranging in price from $ 34900 to $ 39900

There are 15 comparable sales in the subject neighborhood within the past twelve months ranging in sale price from $ 13000 to $ 40000

SALES COMPARISON APPROACH

FEATURE	SUBJECT	COMPARABLE SALE # 1		COMPARABLE SALE # 2		COMPARABLE SALE # 3	
Address	8391 Winnsboro Road Blythewood, SC 29016	303 Ashley Creek Drive Elgin, SC 29045		709 Big Fork Road Winnsboro, SC 29180		201 Robin Hood Road Elgin, SC 29045	
Proximity to Subject		16.33 miles E		6.26 miles NW		11.05 miles E	
Sale Price	$	$	21,700	$	16,000	$	35,000
Sale Price/Gross Liv. Area	$ sq. ft.	$ 23.48 sq. ft.		$ 13.99 sq. ft.		$ 31.11 sq. ft.	
Manufactured Home		[X] Yes [ ] No		[X] Yes [ ] No		[X] Yes [ ] No	
Data Source(s)		MLS/Tax Assessor		MLS/Tax Assessor		MLS/Tax Assessor	
Verification Source(s)		Appraiser		Appraiser		Appraiser	
VALUE ADJUSTMENTS	DESCRIPTION	DESCRIPTION	+(-)$ Adjustment	DESCRIPTION	+(-)$ Adjustment	DESCRIPTION	+(-)$ Adjustment
Sale or Financing		cash no		cash no		unknown	
Concessions		concessions		concessions		unknown	
Date of Sale/Time		06/18/12 closed		09/14/12 closed		02/08/12 closed	
Location	rural	rural		rural		rural	
Leasehold/Fee Simple	fee simple	fee simple		fee simple		fee simple	
Site	.27+-ac	1.04+-ac		1+-ac		1.31+-ac	-2,500
View	resident/woods	woods		resident/woods		resident/woods	
Design (Style)	manufactured	manufactured		manufactured		manufactured	
Quality of Construction	average	average		average		average	
Actual Age	43	20		15		15	
Condition	fair-average	average	-3,000	fair-average		average	-3,000
Above Grade Room Count (Total / Bdrms. / Baths)	5 / 3 / 1	5 / 2 / 2	-3,000	5 / 3 / 2	-3,000	5 / 2 / 2	-3,000
Gross Living Area	920 sq. ft.	924 sq. ft.		1,144 sq. ft.	-4,500	1,125 sq. ft.	-4,100
Basement & Finished Rooms Below Grade	none	none		none		none	
Functional Utility	good	good		good		good	
Heating/Cooling	central	central		none	+2,500	fwa/win units	+2,500
Energy Efficient Items	none	none		none		none	
Garage/Carport	none	none		single carport	-1,000	det dbl garage	-1,500
Porch/Patio/Deck	cpor	deck	+1,000	cpor		deck	+1,000
	no f/p	no f/p		one f/p	-1,000	one f/p	-1,000
Net Adjustment (Total)		[ ] + [X] -	$ -5,000	[ ] + [X] -	$ -7,000	[ ] + [X] -	$ -11,600
Adjusted Sale Price of Comparables		Net Adj. 23.04% Gross Adj 32.26%	$ 16,700	Net Adj. 43.75% Gross Adj 75.00%	$ 9,000	Net Adj. 33.14% Gross Adj 53.14%	$ 23,400

I [X] did [ ] did not research the sale or transfer history of the subject property and comparable sales. If not, explain

My research [X] did [ ] did not reveal any prior sales or transfers of the subject property for the three years prior to the effective date of this appraisal.

Data Source(s) bank source/Masters Report

My research [X] did [ ] did not reveal any prior sales or transfers of the comparable sales for the prior year to the date of sale of the comparable sale.

Data Source(s) Tax Assessor

Report the results of the research and analysis of the prior sale or transfer history of the subject property and comparable sales (report additional prior sales on page 4).

ITEM	SUBJECT	COMPARABLE SALE # 1	COMPARABLE SALE # 2	COMPARABLE SALE # 3
Date of Prior Sale/Transfer	08/08/2012	12/05/2011		02/08/12
Price of Prior Sale/Transfer	10,501	50,000		26,000
Data Source(s)	Masters Report	tax assessor/MLS	tax assessor/MLS	tax assessor/MLS
Effective Date of Data Source(s)	09/21/2012	09/21/2012	09/21/2012	09/21/2012

Analysis of prior sale or transfer history of the subject property and comparable sales The subject property and comp one were foreclosure sales as shown above. According to the MLS, comp three was an estate sale as shown above. According to the tax assessor's office there were no other prior sales of the subject property within the previous 36 months and no prior sales on comp two within the previous 12 months from the sales date posted above.

Summary of Sales Comparison Approach All three comps are manufactured homes in similar settings as the subject. Based on information obtained from the tax assessor's office a slight adjustment is made for comp three under the "site" item. According to the comments and interior photos posted in the MLS, comps one & three differ slightly as to "condition". Comp three is dated. All three comps exceed the proximity guidelines and the adjustments for all three comps are excessive. This is typical & unavoidable when appraising manufactured homes in this type of rural setting in northern Richland County due to a lack of recent sales in the immediate neighborhood. For valuation purposes, the use of all three comps to determine market value is warranted. *** See Additional Comments ***

Indicated Value by Sales Comparison Approach $ 16,000

RECONCILIATION

Indicated Value by: Sales Comparison Approach $ 16,000 Cost Approach $ Not Required Income Approach (if developed) $ N/A

This appraisal is made [ ] "as is," [ ] subject to completion per plans and specifications on the basis of a hypothetical condition that the improvements have been completed, [X] subject to the following repairs or alterations on the basis of a hypothetical condition that the repairs or alterations have been completed, or [ ] subject to the following required inspection based on the extraordinary assumption that the condition or deficiency does not require alteration or repair. subject to the HVAC system being repaired and becoming operational.

Based on a complete visual inspection of the interior and exterior areas of the subject property, defined scope of work, statement of assumptions and limiting conditions, and appraiser's certification, my (our) opinion of the market value, as defined, of the real property that is the subject of this report is $ 16,000, as of 09/17/2012, which is the date of inspection and the effective date of this appraisal.

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Manufactured Home Appraisal Report

File # 091218G

ADDITIONAL COMMENTS

This appraisal report is not intended to be used for insurance purposes. I have performed no other services, as an appraiser or in any other capacity, regarding the property that is the subject of the work under review within the three year period immediately preceding acceptance of this assignment. This report has been electronically prepared in compliance with the USPAP Guidelines which included a digital signature and adequate security measures in place to protect the integrity of the data produced by the appraiser. There is no personal property included in the value opinion of the subject property.

INCOME

INCOME APPROACH TO VALUE (not required by Fannie Mae.)

Estimated Monthly Market Rent $ ____ X Gross Rent Multiplier ____ = $ ____ Indicated Value by Income Approach

Summary of Income Approach (including support for market rent and GRM) N/A

PUD INFORMATION

PROJECT INFORMATION FOR PUDs (if applicable)

Is the developer/builder in control of the Homeowners' Association (HOA)? ☐ Yes ☐ No Unit type(s) ☐ Detached ☐ Attached

Provide the following information for PUDs ONLY if the developer/builder is in control of the HOA and the subject property is an attached dwelling unit.

Legal name of project N/A

Total number of phases	Total number of units	Total number of units sold
Total number of units rented	Total number of units for sale	Data Source(s)

Was the project created by the conversion of existing building(s) into a PUD? ☐ Yes ☐ No If Yes, date of conversion

Does the project contain any multi-dwelling units? ☐ Yes ☐ No Data Source(s)

Are the units, common elements, and recreation facilities complete? ☐ Yes ☐ No If No, describe the status of completion.

Are the common elements leased to or by the Homeowners' Association? ☐ Yes ☐ No If Yes, describe the rental terms and options.

Describe common elements and recreational facilities.

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File No. 091218G

ADDITIONAL COMMENTS

Borrower or Owner N/A
Property Address 8391 Winnsboro Road
City Blythewood County Richland State SC Zip Code 29016
Lender or Client South Carolina Bank & Trust

SCOPE OF THE APPRAISAL
The Owner of Public Record is the South Carolina Operating Room Equipment, LLC.

NEIGHBORHOOD DESCRIPTION
There is a variety of properties in the general neighborhood including manufactured homes, bungalow residential properties, custom built medium to large homes on multiple acre sites, commercial properties and vacant land. Overall marketability and acceptance for this area is average. The subject property is considered to be on the fringe of the popular Blythewood community.

MARKET CONDITIONS
Homes in the neighborhood are typically financed with VA, FHA and conventional loans with the buyer and seller negotiating closing costs. The exposure time is the estimated length of time that the property interest being appraised would have been offered on the market prior to the hypothetical consummation of a sale at market value on the effective date of the appraisal. Exposure time is a retrospective opinion based on an anyalysis of past events assuming competitive and open market. The 55% "Other" under the Percent Land Use section above is vacant land.

ADDITIONS / MODIFICATIONS TO SUBJECT
6.5' to 7' ceilings, no attic access found by your appraiser, and block pier foundation. These are all characteristics of a manufactured home. The Richland County Tax Assessor's office indicates the "County Use Code" as Mobile Home and the "Universal Lane Use" as Mobile Home. Therefore, your appraiser is making the assumption that the subject property is a modified manufactured home.

CONDITION OF PROPERTY
There is some type of heating device located in the living room. It is not known if this is a supplemental heating device or if it is operational. The current owner did not know what this was or if it was operational. The power was on and water was on. It appears at one time there was a detached double carport adjacent to the dwelling; however the roof has been removed and the area is now a double car parking pad. Overall quality of construction is considered to be average. There is no functional obsolesence noted. There is a slight degree of external obsolesence due to the subject location on a heavily traveled major road. Physical depreciation is typical of properties of similar age, maintenance and quality of construction.

LIVABILITY, SOUNDESS, STRUCTURAL INTEGRITY
Your appraiser cannot certify to the soundness of the foundation.

SUMMARY OF SALES COMPARISON APPROACH
A final value opinion of $16,000 is within market range. The Intended User of this appraisal report is the Client. The Intended Use is to evaluate the property that is the subject of this appraisal for bank purposes, subject to the stated Scope of Work, purpose of the appraisal, reporting requirements of the appraisal form, and Definition of Market Value. No additional Users are identified by the appraiser.

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Manufactured Home Appraisal Report

File # 091218G

This report form is designed to report an appraisal of a one-unit manufactured home; including a manufactured home in a planned unit development (PUD). A Manufactured home located in either a condominium or cooperative project requires the appraiser to inspect the project and complete the project information section of the Individual Condominium Unit Appraisal Report or the Individual Cooperative Interest Appraisal Report and attach it as an addendum to this report.

This appraisal report is subject to the following scope of work, intended use, intended user, definition of market value, statement of assumptions and limiting conditions, and certifications. Modifications, additions, or deletions to the intended use, intended user, definition of market value, or assumptions and limiting conditions are not permitted. The appraiser may expand the scope of work to include any additional research or analysis necessary based on the complexity of this appraisal assignment. Modifications or deletions to the certifications are also not permitted. However, additional certifications that do not constitute material alterations to this appraisal report, such as those required by law or those related to the appraiser's continuing education or membership in an appraisal organization, are permitted.

SCOPE OF WORK: The scope of work for this appraisal is defined by the complexity of this appraisal assignment and the reporting requirements of this appraisal report form, including the following definition of market value, statement of assumptions and limiting conditions, and certifications. The appraiser must, at a minimum: (1) perform a complete visual inspection of the interior and exterior areas of the subject property, (2) inspect the neighborhood, (3) inspect each of the comparable sales from at least the street, (4) research, verify, and analyze data from reliable public and/or private sources, and (5) report his or her analysis, opinions, and conclusions in this appraisal report.

INTENDED USE: The intended use of this appraisal report is for the lender/client to evaluate the property that is the subject of this appraisal for a mortgage finance transaction.

INTENDED USER: The intended user of this appraisal report is the lender/client.

DEFINITION OF MARKET VALUE: The most probable price which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller, each acting prudently, knowledgeably and assuming the price is not affected by undue stimulus. Implicit in this definition is the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby: (1) buyer and seller are typically motivated; (2) both parties are well informed or well advised, and each acting in what he or she considers his or her own best interest; (3) a reasonable time is allowed for exposure in the open market; (4) payment is made in terms of cash in U. S. dollars or in terms of financial arrangements comparable thereto; and (5) the price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions* granted by anyone associated with the sale.

*Adjustments to the comparables must be made for special or creative financing or sales concessions. No adjustments are necessary for those costs which are normally paid by sellers as a result of tradition or law in a market area; these costs are readily identifiable since the seller pays these costs in virtually all sales transactions. Special or creative financing adjustments can be made to the comparable property by comparisons to financing terms offered by a third party institutional lender that is not already involved in the property or transaction. Any adjustment should not be calculated on a mechanical dollar for dollar cost of the financing or concession but the dollar amount of any adjustment should approximate the market's reaction to the financing or concessions based on the appraiser's judgment.

STATEMENT OF ASSUMPTIONS AND LIMITING CONDITIONS: The appraiser's certification in this report is subject to the following assumptions and limiting conditions:

1. The appraiser will not be responsible for matters of a legal nature that affect either the property being appraised or the title to it, except for information that he or she became aware of during the research involved in performing this appraisal. The appraiser assumes that the title is good and marketable and will not render any opinions about the title.

2. The appraiser has provided a sketch in this appraisal report to show approximate dimensions of the improvements. The sketch is included only to assist the reader in visualizing the property and understanding the appraiser's determination of its size.

3. The appraiser has examined the available flood maps that are provided by the Federal Emergency Management Agency (or other data sources) and has noted in this appraisal report whether any portion of the subject site is located in an identified Special Flood Hazard Area. Because the appraiser is not a surveyor, he or she makes no guarantees, express or implied, regarding this determination.

4. The appraiser will not give testimony or appear in court because he or she made an appraisal of the property in question, unless specific arrangements to do so have been made beforehand, or as otherwise required by law.

5. The appraiser has noted in this appraisal report any adverse conditions (such as needed repairs, deterioration, the presence of hazardous wastes, toxic substances, etc.) observed during the inspection of the subject property or that he or she became aware of during the research involved in performing this appraisal. Unless otherwise stated in this appraisal report, the appraiser has no knowledge of any hidden or unapparent physical deficiencies or adverse conditions of the property (such as, but not limited to, needed repairs, deterioration, the presence of hazardous wastes, toxic substances, adverse environmental conditions, etc.) that would make the property less valuable, and has assumed that there are no such conditions and makes no guarantees or warranties, express or implied. The appraiser will not be responsible for any such conditions that do exist or for any engineering or testing that might be required to discover whether such conditions exist. Because the appraiser is not an expert in the field of environmental hazards, this appraisal report must not be considered as an environmental assessment of the property.

6. The appraiser has based his or her appraisal report and valuation conclusion for an appraisal that is subject to satisfactory completion, repairs, or alterations on the assumption that the completion, repairs, or alterations of the subject property will be performed in a professional manner.

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Manufactured Home Appraisal Report

File # 091218G

APPRAISER'S CERTIFICATION: The Appraiser certifies and agrees that:

1. I have, at a minimum, developed and reported this appraisal in accordance with the scope of work requirements stated in this appraisal report.

2. I performed a complete visual inspection of the interior and exterior areas of the subject property. I reported the condition of the improvements in factual, specific terms. I identified and reported the physical deficiencies that could affect the livability, soundness, or structural integrity of the property.

3. I performed this appraisal in accordance with the requirements of the Uniform Standards of Professional Appraisal Practice that were adopted and promulgated by the Appraisal Standards Board of The Appraisal Foundation and that were in place at the time this appraisal report was prepared.

4. I developed my opinion of the market value of the real property that is the subject of this report based on the sales comparison approach to value. I also developed the cost approach to value as support for the sales comparison approach. I have adequate comparable market and cost data to develop reliable sales comparison and cost approaches for this appraisal assignment. I further certify that I considered the income approach to value but did not develop it, unless otherwise indicated in this report.

5. I researched, verified, analyzed, and reported on any current agreement for sale for the subject property, any offering for sale of the subject property in the twelve months prior to the effective date of this appraisal, and the prior sales of the subject property for a minimum of three years prior to the effective date of this appraisal, unless otherwise indicated in this report.

6. I researched, verified, analyzed, and reported on the prior sales of the comparable sales for a minimum of one year prior to the date of sale of the comparable sale, unless otherwise indicated in this report.

7. I selected and used comparable sales that are locationally, physically, and functionally the most similar to the subject property.

8. I have not used comparable sales that were the result of combining a land sale with the contract purchase price of a home that has been built or will be built on the land.

9. I have reported adjustments to the comparable sales that reflect the market's reaction to the differences between the subject property and the comparable sales.

10. I verified, from a disinterested source, all information in this report that was provided by parties who have a financial interest in the sale or financing of the subject property.

11. I have knowledge and experience in appraising this type of property in this market area.

12. I am aware of, and have access to, the necessary and appropriate public and private data sources, such as multiple listing services, tax assessment records, public land records and other such data sources for the area in which the property is located.

13. I obtained the information, estimates, and opinions furnished by other parties and expressed in this appraisal report from reliable sources that I believe to be true and correct.

14. I have taken into consideration the factors that have an impact on value with respect to the subject neighborhood, subject property, and the proximity of the subject property to adverse influences in the development of my opinion of market value. I have noted in this appraisal report any adverse conditions (such as, but not limited to, needed repairs, deterioration, the presence of hazardous wastes, toxic substances, adverse environmental conditions, etc.) observed during the inspection of the subject property or that I became aware of during the research involved in performing this appraisal. I have considered these adverse conditions in my analysis of the property value, and have reported on the effect of the conditions on the value and marketability of the subject property.

15. I have not knowingly withheld any significant information from this appraisal report and, to the best of my knowledge, all statements and information in this appraisal report are true and correct.

16. I stated in this appraisal report my own personal, unbiased, and professional analysis, opinions, and conclusions, which are subject only to the assumptions and limiting conditions in this appraisal report.

17. I have no present or prospective interest in the property that is the subject of this report, and I have no present or prospective personal interest or bias with respect to the participants in the transaction. I did not base, either partially or completely, my analysis and/or opinion of market value in this appraisal report on the race, color, religion, sex, age, marital status, handicap, familial status, or national origin of either the prospective owners or occupants of the subject property or of the present owners or occupants of the properties in the vicinity of the subject property or on any other basis prohibited by law.

18. My employment and/or compensation for performing this appraisal or any future or anticipated appraisals was not conditioned on any agreement or understanding, written or otherwise, that I would report (or present analysis supporting) a predetermined specific value, a predetermined minimum value, a range or direction in value, a value that favors the cause of any party, or the attainment of a specific result or occurrence of a specific subsequent event (such as approval of a pending mortgageloanapplication).

19. I personally prepared all conclusions and opinions about the real estate that were set forth in this appraisal report. If I relied on significant real property appraisal assistance from any individual or individuals in the performance of this appraisal or the preparation of this appraisal report, I have named such individual(s) and disclosed the specific tasks performed in this appraisal report. I certify that any individual so named is qualified to perform the tasks. I have not authorized anyone to make a change to any item in this appraisal report; therefore, any change made to this appraisal is unauthorized and I will take no responsibility for it.

20. I identified the lender/client in this appraisal report who is the individual, organization, or agent for the organization that ordered and will receive this appraisal report.

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Manufactured Home Appraisal Report

File # 091218G

21. The lender/client may disclose or distribute this appraisal report to: the borrower; another lender at the request of the borrower; the mortgagee or its successors and assigns; mortgage insurers; government sponsored enterprises; other secondary market participants; data collection or reporting services; professional appraisal organizations; any department, agency, or instrumentality of the United States; and any state, the District of Columbia, or other jurisdictions; without having to obtain the appraiser's or supervisory appraiser's (if applicable) consent. Such consent must be obtained before this appraisal report may be disclosed or distributed to any other party (including, but not limited to, the public through advertising, public relations, news, sales, or other media).

22. I am aware that any disclosure or distribution of this appraisal report by me or the lender/client may be subject to certain laws and regulations. Further, I am also subject to the provisions of the Uniform Standards of Professional Appraisal Practice that pertain to disclosure or distribution by me.

23. The borrower, another lender at the request of the borrower, the mortgagee or its successors and assigns, mortgage insurers, government sponsored enterprises, and other secondary market participants may rely on this appraisal report as part of any mortgage finance transaction that involves any one or more of these parties.

24. If this appraisal report was transmitted as an "electronic record" containing my "electronic signature," as those terms are defined in applicable federal and/or state laws (excluding audio and video recordings), or a facsimile transmission of this appraisal report containing a copy or representation of my signature, the appraisal report shall be as effective, enforceable and valid as if a paper version of this appraisal report were delivered containing my original hand written signature.

25. Any intentional or negligent misrepresentation(s) contained in this appraisal report may result in civil liability and/or criminal penalties including, but not limited to, fine or imprisonment or both under the provisions of Title 18, United States Code, Section 1001, et seq., or similar state laws.

SUPERVISORY APPRAISER'S CERTIFICATION: The Supervisory Appraiser certifies and agrees that:

1. I directly supervised the appraiser for this appraisal assignment, have read the appraisal report, and agree with the appraiser's analysis, opinions, statements, conclusions, and the appraiser's certification.

2. I accept full responsibility for the contents of this appraisal report including, but not limited to, the appraiser's analysis, opinions, statements, conclusions, and the appraiser's certification.

3. The appraiser identified in this appraisal report is either a sub-contractor or an employee of the supervisory appraiser (or the appraisal firm), is qualified to perform this appraisal, and is acceptable to perform this appraisal under the applicable state law.

4. This appraisal report complies with the Uniform Standards of Professional Appraisal Practice that were adopted and promulgated by the Appraisal Standards Board of The Appraisal Foundation and that were in place at the time this appraisal report was prepared.

5. If this appraisal report was transmitted as an "electronic record" containing my "electronic signature," as those terms are defined in applicable federal and/or state laws (excluding audio and video recordings), or a facsimile transmission of this appraisal report containing a copy or representation of my signature, the appraisal report shall be as effective, enforceable and valid as if a paper version of this appraisal report were delivered containing my original hand written signature.

APPRAISER

Signature _____
Name Eugene Garvin, Jr.
Company Name GARVIN APPRAISALS
Company Address 5 CALENDAR COURT STE 103
COLUMBIA, SC 29206
Telephone Number 803-779-4243
Email Address ecgarvin@garvinappraisals.com
Date of Signature and Report September 21, 2012
Effective Date of Appraisal 09/17/2012
State Certification # 2746
or State License # _____
or Other _____
State SC
Expiration Date of Certification or License 06/30/2014

ADDRESS OF PROPERTY APPRAISED
8391 Winnsboro Road
Blythewood, SC 29016

APPRAISED VALUE OF SUBJECT PROPERTY $ 16,000

LENDER/CLIENT
Name _____
Company Name South Carolina Bank & Trust
Company Address 700 Gervais Street, Columbia, SC 29201
Email Address _____

SUPERVISORY APPRAISER (ONLY IF REQUIRED)

Signature _____
Name _____
Company Name _____
Company Address _____
Telephone Number _____
Email Address _____
Date of Signature _____
State Certification # _____
or State License # _____
State _____
Expiration Date of Certification or License _____

SUBJECT PROPERTY

☐ Did not inspect subject property
☐ Did inspect exterior of subject property from street
Date of Inspection _____
☐ Did inspect interior and exterior of subject property
Date of Inspection _____

COMPARABLE SALES

☐ Did not inspect exterior of comparable sales from street
☐ Did inspect exterior of comparable sales from street
Date of Inspection _____

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Market Conditions Addendum to the Appraisal Report File No. 091218G

The purpose of this addendum is to provide the lender/client with a clear and accurate understanding of the market trends and conditions prevalent in the subject neighborhood. This is a required addendum for all appraisal reports with an effective date on or after April 1, 2009.

Property Address 8391 Winnsboro Road City Blythewood State SC ZIP Code 29016

Borrower N/A

Instructions: The appraiser must use the information required on this form as the basis for his/her conclusions, and must provide support for those conclusions, regarding housing trends and overall market conditions as reported in the Neighborhood section of the appraisal report form. The appraiser must fill in all the information to the extent it is available and reliable and must provide analysis as indicated below. If any required data is unavailable or is considered unreliable, the appraiser must provide an explanation. It is recognized that not all data sources will be able to provide data for the shaded areas below; if it is available, however, the appraiser must include the data in the analysis. If data sources provide the required information as an average instead of the median, the appraiser should report the available figure and identify it as an average. Sales and listings must be properties that compete with the subject property, determined by applying the criteria that would be used by a prospective buyer of the subject property. The appraiser must explain any anomalies in the data, such as seasonal markets, new construction, foreclosures, etc.

MARKET RESEARCH & ANALYSIS

Inventory Analysis	Prior 7-12 Months	Prior 4-6 Months	Current - 3 Months	Overall Trend
Total # of Comparable Sales (Settled)	5	7	3	Increasing / X Stable / Declining
Absorption Rate (Total Sales/Months)	0.83	2.33	1.00	Increasing / X Stable / Declining
Total # of Comparable Active Listings	4	2	2	Declining / X Stable / Increasing
Months of Housing Supply (Total Listings/Ab.Rate)	4.80	0.86	2.00	Declining / X Stable / Increasing

Median Sale & List Price, DOM, Sale/List %	Prior 7-12 Months	Prior 4-6 Months	Current - 3 Months	Overall Trend
Median Comparable Sale Price	$26,000	$32,500	$25,000	Increasing / X Stable / Declining
Median Comparable Sales Days on Market	54	54	20	X Declining / Stable / Increasing
Median Comparable List Price	$33,950	$22,450	$37,400	Increasing / X Stable / Declining
Median Comparable Listings Days on Market	63.5	51.5	64	Declining / X Stable / Increasing
Median Sale Price as % of List Price	94.59%	90.26%	90.12%	Increasing / X Stable / Declining
Seller-(developer, builder, etc.) paid financial assistance prevalent?	X Yes / No			Declining / X Stable / Increasing

Explain in detail the seller concessions trends for the past 12 months (e.g., seller contributions increased from 3% to 5%, increasing use of buydowns, closing costs, condo fees, options, etc.). Seller concessions are typical for this neighborhood and that trend has held steady for the previous 12 months. It does not appear that these concessions are increasing, but as always they are negotiated by the seller & borrower.

Are foreclosure sales (REO sales) a factor in the market? X Yes No If yes, explain (including the trends in listings and sales of foreclosed properties). Foreclosure sales do occur in this particular market. In the past they were purchased by investors who would repair or renovate the properties and place them back on the market at competitive prices. However with the banks now reluctant to make investor loans they are directly listing REO and often accepting below market offers.

Cite data sources for above information. tax assessor's office/MLS/appraiser's office data

Summarize the above information as support for your conclusions in the Neighborhood section of the appraisal report form. If you used any additional information, such as an analysis of pending sales and/or expired and withdrawn listings, to formulate your conclusions, provide both an explanation and support for your conclusions.

The above data supports the information in the Neighborhood section of the appraisal report. There has been a slowdown of sales in the general area due to the current economic conditions. Due to limited sales, it is difficult to determine if any significant trends have been established.

CONDO/COOP PROJECTS

If the subject is a unit in a condominium or cooperative project, complete the following: Project Name:

Subject Project Data	Prior 7-12 Months	Prior 4-6 Months	Current - 3 Months	Overall Trend
Total # of Comparable Sales (Settled)				Increasing / Stable / Declining
Absorption Rate (Total Sales/Months)				Increasing / Stable / Declining
Total # of Active Comparable Listings				Declining / Stable / Increasing
Months of Unit Supply (Total Listings/Ab. Rate)				Declining / Stable / Increasing

Are foreclosure sales (REO sales) a factor in the project? Yes No If yes, indicate the number of REO listings and explain the trends in listings and sales of foreclosed properties.

Summarize the above trends and address the impact on the subject unit and project.

APPRAISER

Signature	Signature
Appraiser Name Eugene Garvin, Jr.	Appraiser Name
Company Name GARVIN APPRAISALS	Company Name
Company Address 5 CALENDAR COURT STE 103, COLUMBIA, SC 29206	Company Address
State License/Certification # 2746 State SC	State License/Certification # State
Email Address ecgarvin@garvinappraisals.com	Email Address

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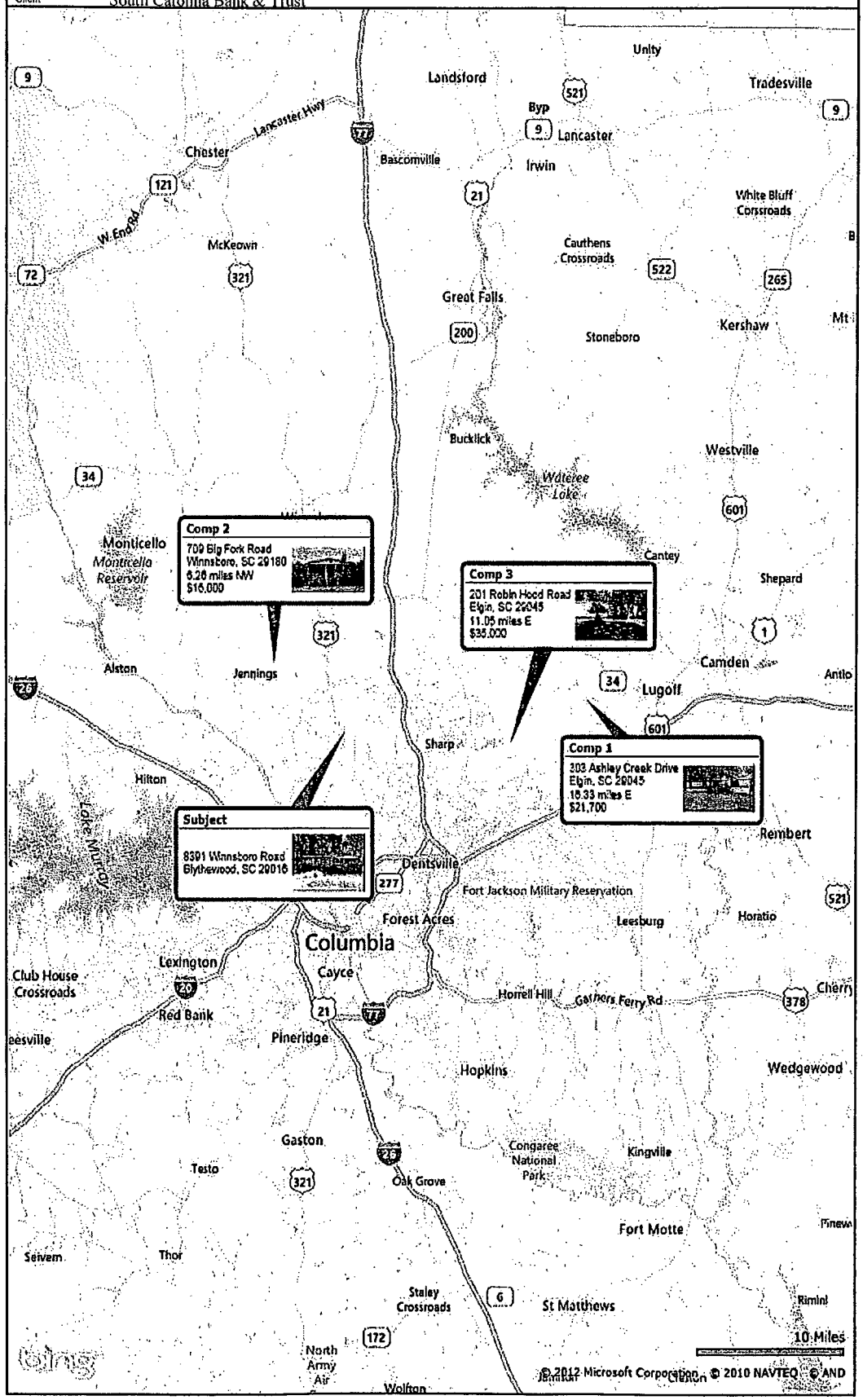
File No. 091218G

Location Map

Borrower or Owner N/A
Property Address 8391 Winnsboro Road
City Blythewood County Richland State SC Zip Code 29016
Client South Carolina Bank & Trust



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File No. 091218G

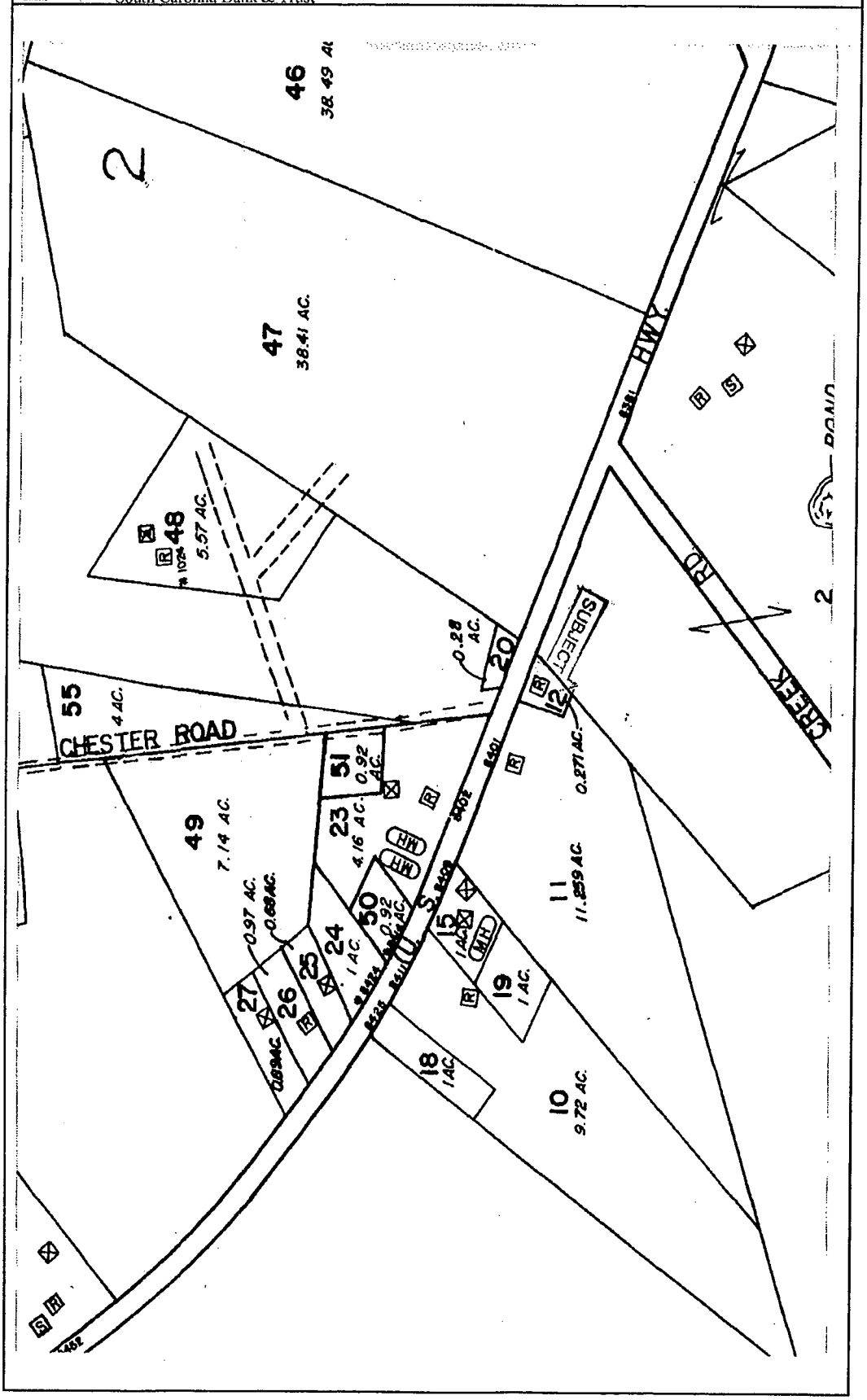
SITE PLAN

Borrower or Owner N/A

Property Address 8391 Winnsboro Road

City Blythewood County Richland State SC Zip Code 29016

Client South Carolina Bank & Trust



GARVIN APPRAISALS

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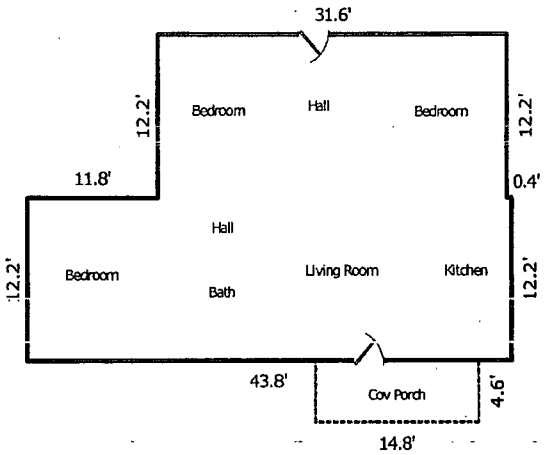
File No. 091218G

SKETCH ADDENDUM

Borrower or Owner N/A
Property Address 8391 Winnsboro Road
City Blythewood County Richland State SC Zip Code 29016
Client South Carolina Bank & Trust



Sketch by Apex Medina™

Comments:

AREA CALCULATIONS SUMMARY

Code	Description	Net Size	Net Totals
GLA1	First Floor	919.9	919.9
P/P	Cov Porch	68.1	68.1
Net LIVABLE Area		(rounded)	920

LIVING AREA BREAKDOWN

Breakdown			Subtotals
First Floor			
12.2	x	31.6	385.5
43.8	x	12.2	534.4
2 Items		(rounded)	920

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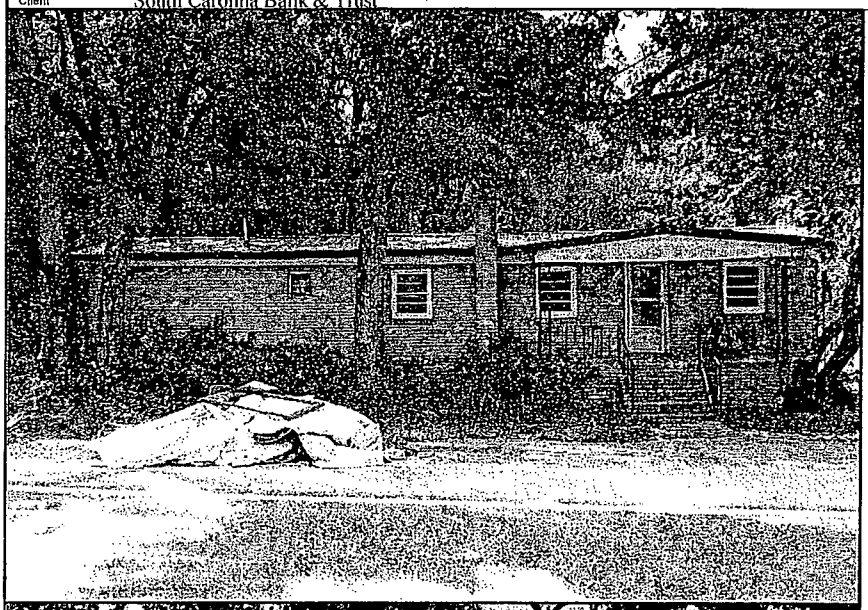
File No. 091218G

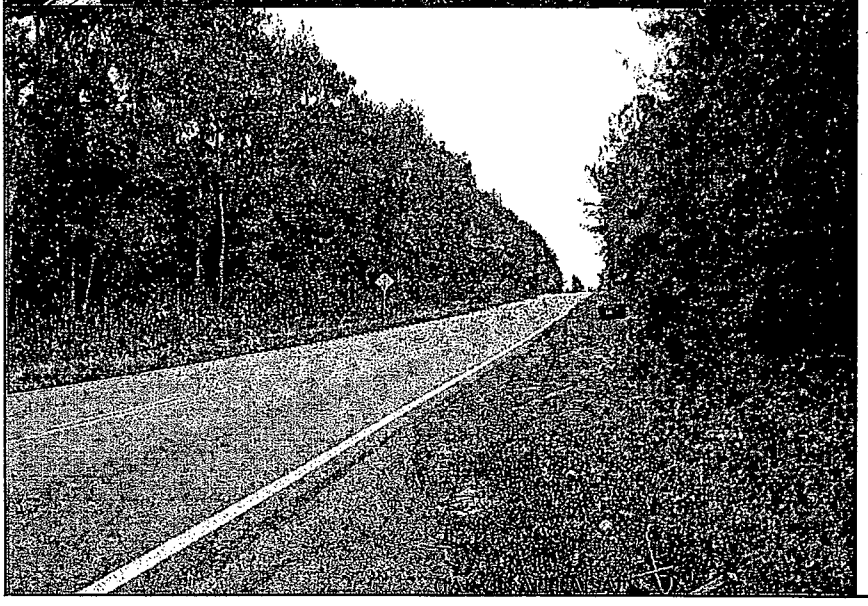
PHOTOGRAPH ADDENDUM

Borrower or Owner N/A
Property Address 8391 Winnsboro Road
City Blythewood County Richland State SC Zip Code 29016
Client South Carolina Bank & Trust



FRONT VIEW OF SUBJECT PROPERTY

REAR VIEW OF SUBJECT PROPERTY



STREET SCENE OF SUBJECT PROPERTY

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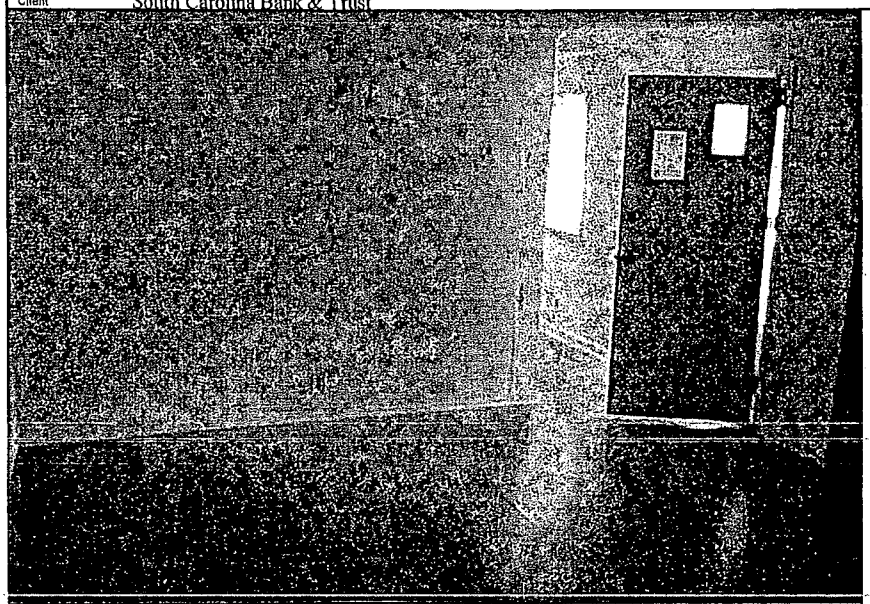
File No. 091218G

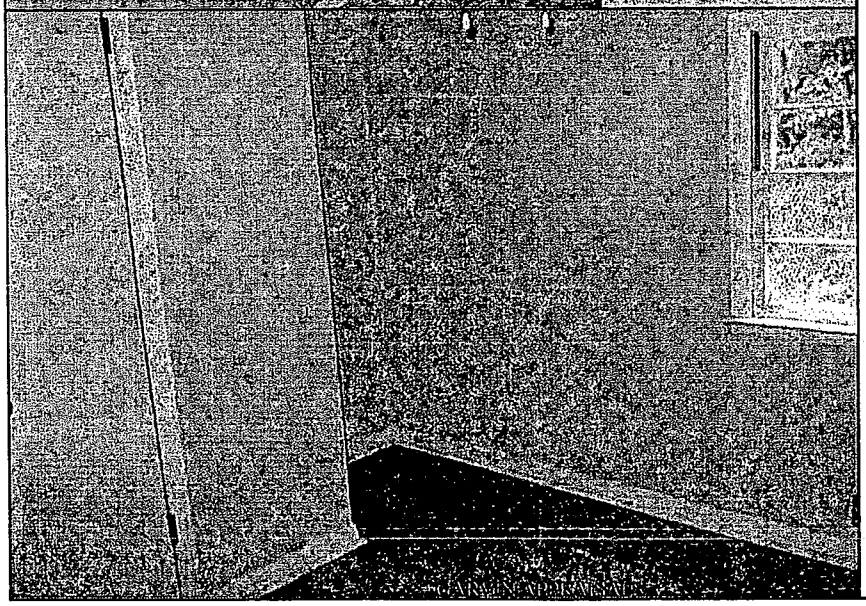
PHOTOGRAPH ADDENDUM

Borrower or Owner N/A
Property Address 8391 Winnsboro Road
City Blythewood County Richland State SC Zip Code 29016
Client South Carolina Bank & Trust



8391 Winnsboro Road
LIVING ROOM

8391 Winnsboro Road
KITCHEN



8391 Winnsboro Road
BEDROOM

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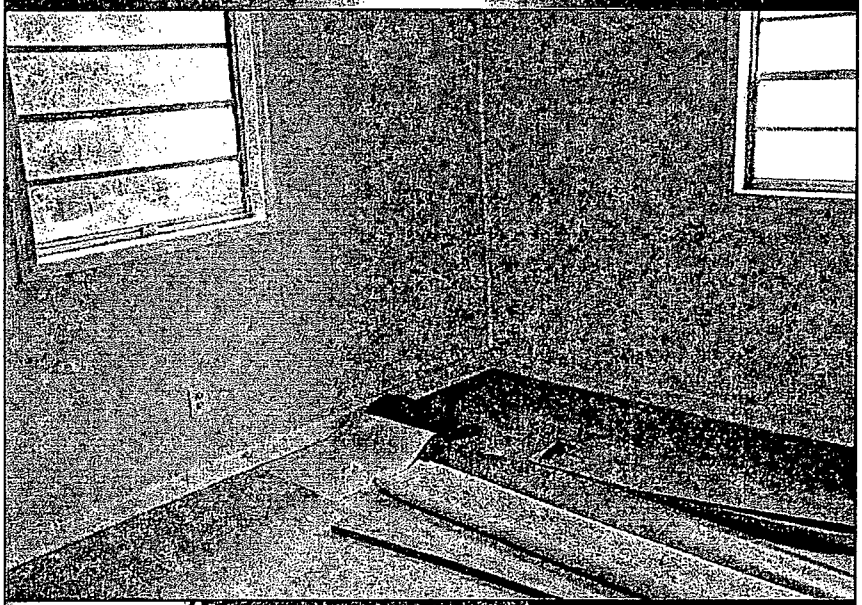
File No. 091218G

PHOTOGRAPH ADDENDUM

Borrower or Owner N/A
Property Address 8391 Winnsboro Road
City Blythewood County Richland State SC Zip Code 29016
Lender or Client South Carolina Bank & Trust

8391 Winnsboro Road
BEDROOM



8391 Winnsboro Road
BEDROOM

8391 Winnsboro Road
BATH

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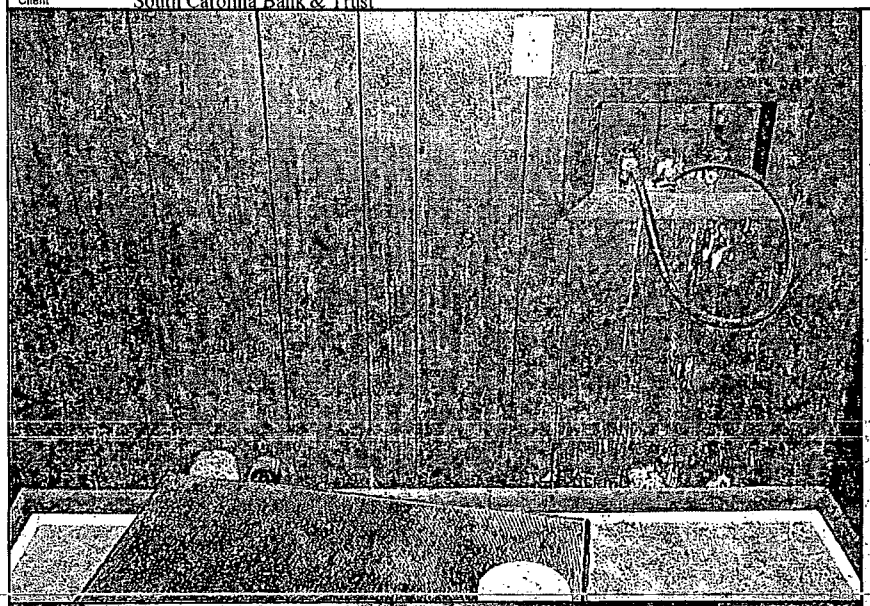
File No. 091218G

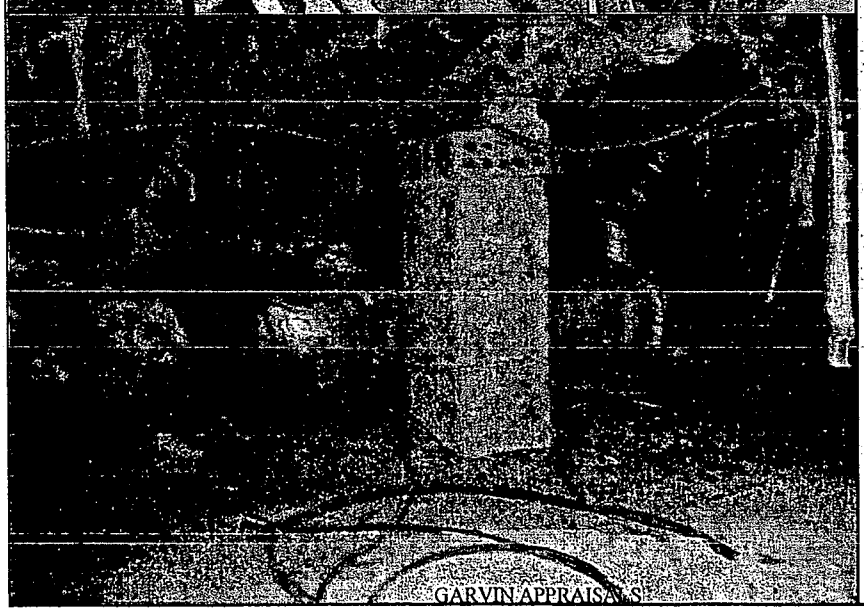
PHOTOGRAPH ADDENDUM

Borrower or Owner N/A
Property Address 8391 Winnsboro Road
City Blythewood County Richland State SC Zip Code 29016
Client South Carolina Bank & Trust



8391 Winnsboro Road
LAUNDRY CLOSET

8391 Winnsboro Road
HEATING SYSTEM IN LR



8391 Winnsboro Road
CONCRETE BLOCK PIER

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File No. 091218G

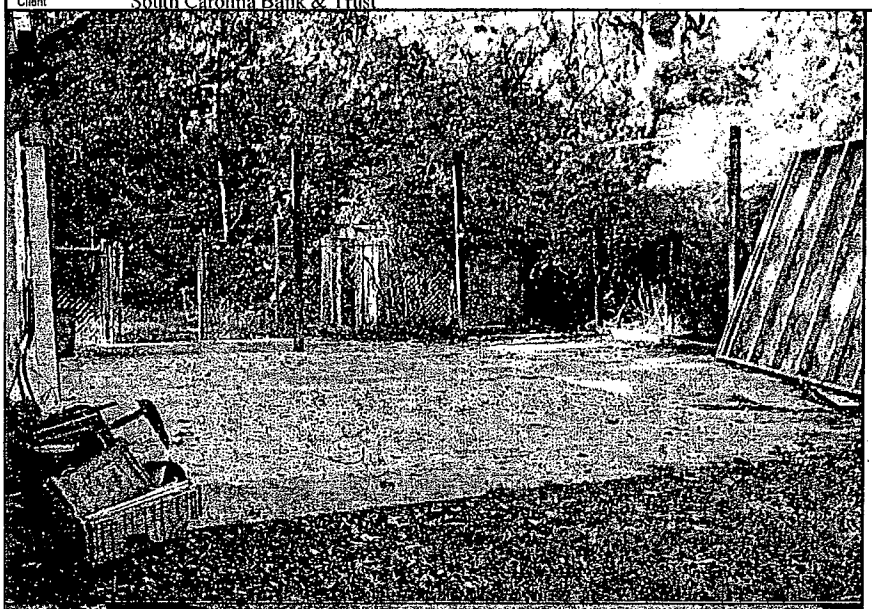
PHOTOGRAPH ADDENDUM

Borrower or Owner N/A

Property Address 8391 Winnsboro Road

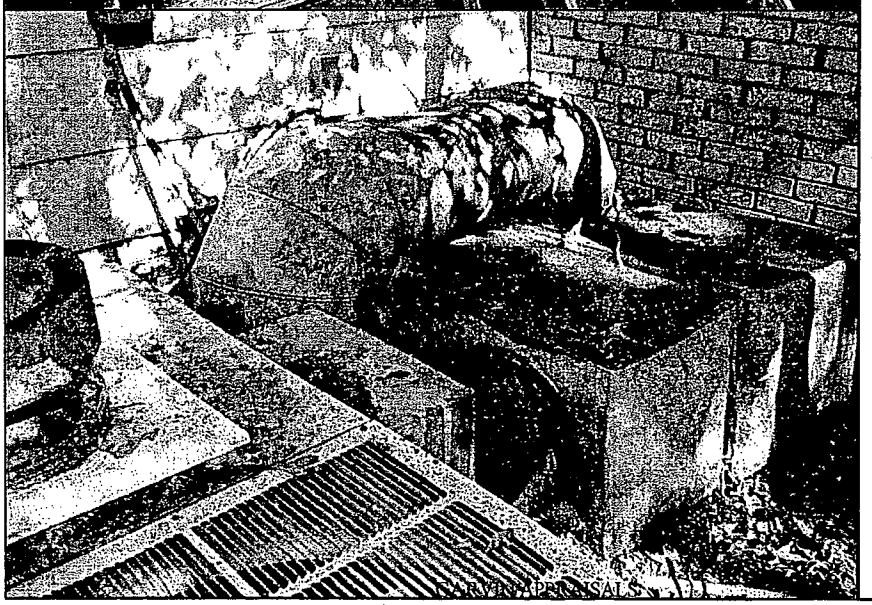
City Blythewood County Richland State SC Zip Code 29016

Client South Carolina Bank & Trust



8391 Winnsboro Road
PARKING PAD

8391 Winnsboro Road
DETERIORATING SIDING



8391 Winnsboro Road
HVAC SYSTEM

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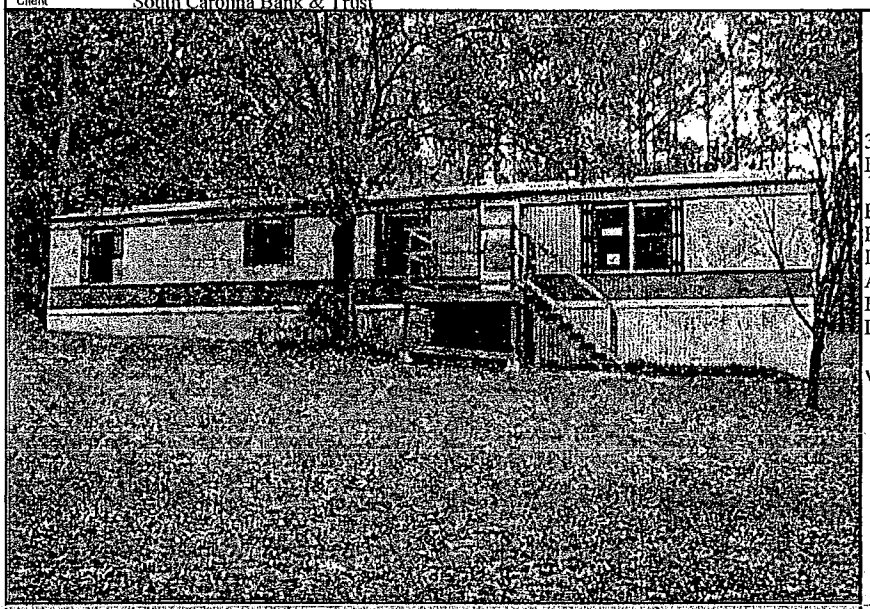
File No. 091218G

PHOTOGRAPH ADDENDUM

Borrower or Owner N/A
Property Address 8391 Winnsboro Road
City Blythewood County Richland State SC Zip Code 29016
Client South Carolina Bank & Trust



COMPARABLE #1

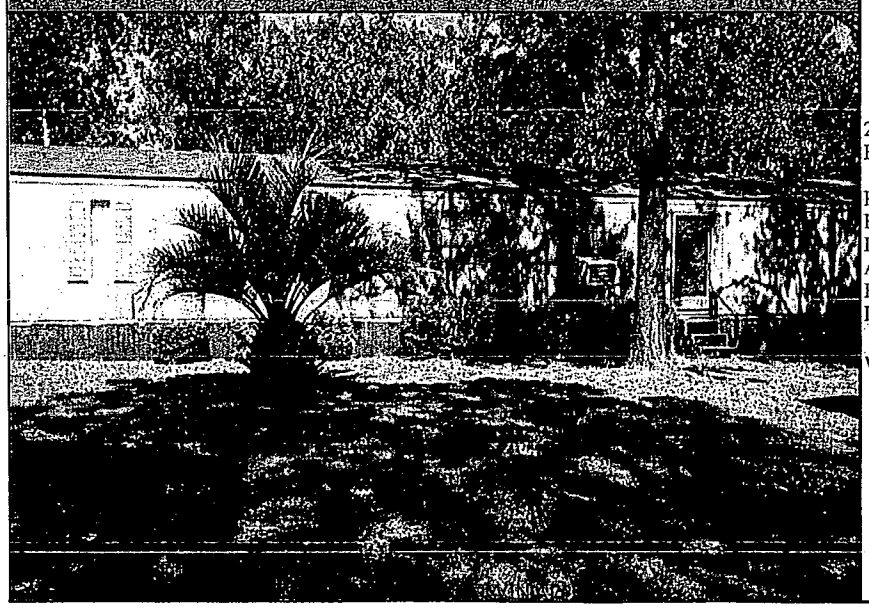
303 Ashley Creek Drive
Elgin, SC 29045

Price	$21,700
Price/SF	23.48
Date	06/18/12 closed
Age	20
Room Count	5-2-2
Living Area	924
Value Indication	$16,700

COMPARABLE #2

709 Big Fork Road
Winnsboro, SC 29180

Price	$16,000
Price/SF	13.99
Date	09/14/12 closed
Age	15
Room Count	5-3-2
Living Area	1,144
Value Indication	$9,000



COMPARABLE #3

201 Robin Hood Road
Elgin, SC 29045

Price	$35,000
Price/SF	31.11
Date	02/08/12 closed
Age	15
Room Count	5-2-2
Living Area	1,125
Value Indication	$23,400

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File No. 091218G

CURRENT LICENSES

Borrower or Owner	N/A
Property Address	8391 Winnsboro Road
City	Blythewood
County	Richland
State	SC
Zip Code	29016
Client	South Carolina Bank & Trust

State of South Carolina BCD 1017249
Department of Labor, Licensing and Regulation
Real Estate Appraisers Board

EUGENE C GARVIN JR

Is hereby entitled in practice as a:

Certified Residential Appraiser

License Number: **2746**

Expiration Date: 06/30/2014
OFFICE COPY

Tracy McCarley
Administrator

State of South Carolina BCD 1017248
Department of Labor, Licensing and Regulation
Real Estate Appraisers Board

THOMAS E. GARVIN

Is hereby entitled in practice as a:

Certified Residential Appraiser

License Number: **4831**

Expiration Date: 06/30/2014
OFFICE COPY

Tracy McCarley
Administrator

State of South Carolina BCD 1025427
Department of Labor, Licensing and Regulation
Real Estate Appraisers Board

O'NEIL H. CANNON II

Is hereby entitled in practice as a:

Certified Residential Appraiser

License Number: **4543**

Expiration Date: 06/30/2014
OFFICE COPY

Tracy McCarley
Administrator

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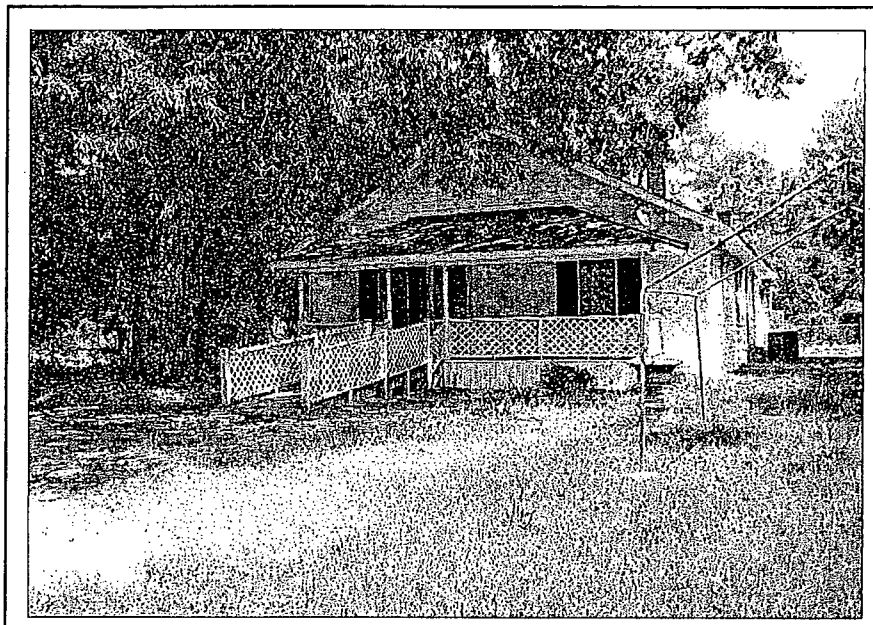
File No. 091217G



SUMMARY APPRAISAL REPORT

OF THE REAL PROPERTY LOCATED AT

4824 Linden Street
Columbia, SC 29203

for

South Carolina Bank & Trust
700 Gervais Street
Columbia, SC
29201

as of

09/13/2012

by

Eugene Garvin, Jr.
5 CALENDAR COURT STE 103
COLUMBIA, SC 29206

GARVIN APPRAISALS

689

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GARVIN APPRAISALS
5 CALENDAR COURT STE 103
COLUMBIA, SC 29206
803-779-4243

September 21, 2012

South Carolina Bank & Trust
700 Gervais Street
Columbia, SC
29201

Property -	4824 Linden Street Columbia, SC 29203
Borrower -	N/A
File No. -	091217G
Case No. -	

Dear :

In accordance with your request, I have prepared an appraisal of the real property located at 4824 Linden Street, Columbia, SC.

The purpose of the appraisal is to provide an opinion of the market value of the property described in the body of this report.

Enclosed, please find the Summary Report which describes certain data gathered during our investigation of the property. The methods of approach and reasoning in the valuation of the various physical and economic factors of the subject property are contained in this report.

An inspection of the property and a study of pertinent factors, including valuation trends and an analysis of neighborhood data, led the appraiser to the conclusion that the market value, as of 09/13/2012 is :

$25,000

The opinion of value expressed in this report is contingent upon the Limiting Conditions attached to this report.

It has been a pleasure to assist you. If I may be of further service to you in the future, please let me know.

Respectfully submitted,

GARVIN APPRAISALS

Eugene Garvin, Jr.
SC Certification #2746

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Uniform Residential Appraisal Report

File # 091217G

The purpose of this summary appraisal report is to provide the lender/client with an accurate, and adequately supported, opinion of the market value of the subject property.

SUBJECT

Property Address 4824 Linden Street | City Columbia | State SC | Zip Code 29203
Borrower N/A | Owner of Public Record SC Operating Room Equip. | County Richland
Legal Description Lts 12, 13, 14, Block 6 - College View
Assessor's Parcel # 09313-03-21 | Tax Year 2011 | R.E. Taxes $ 1,393
Neighborhood Name College View | Map Reference College View | Census Tract 106.00
Occupant [ ] Owner [ ] Tenant [X] Vacant | Special Assessments $ 0 [ ] PUD | HOA $ 0 [ ] per year [ ] per month
Property Rights Appraised [X] Fee Simple [ ] Leasehold [ ] Other (describe)
Assignment Type [ ] Purchase Transaction [ ] Refinance Transaction [X] Other (describe) detemine market value for bank
Lender/Client South Carolina Bank & Trust | Address 700 Gervais Street, Columbia, SC 29201
Is the subject property currently offered for sale or has it been offered for sale in the twelve months prior to the effective date of the appraisal? [ ] Yes [X] No
Report data source(s) used, offering price(s), and date(s). MLS

CONTRACT

I [ ] did [ ] did not analyze the contract for sale for the subject purchase transaction. Explain the results of the analysis of the contract for sale or why the analysis was not performed.

Contract Price $ | Date of Contract | Is the property seller the owner of public record? [ ] Yes [ ] No | Data Source(s)
Is there any financial assistance (loan charges, sale concessions, gift or downpayment assistance, etc.) to be paid by any party on behalf of the borrower? [ ] Yes [ ] No
If Yes, report the total dollar amount and describe the items to be paid:

NEIGHBORHOOD

Note: Race and the racial composition of the neighborhood are not appraisal factors.

Neighborhood Characteristics				One-Unit Housing Trends				One-Unit Housing		Percent Land Use %	
Location	[X] Urban	[ ] Suburban	[ ] Rural	Property Values	[ ] Increasing	[ ] Stable	[X] Declining	PRICE	AGE	One-Unit	80 %
Built-Up	[X] Over 75%	[ ] 25-75%	[ ] Under 25%	Demand/Supply	[ ] Shortage	[X] In Balance	[ ] Over Supply	$(000)	(yrs)	2-4 Unit	2 %
Growth	[ ] Rapid	[X] Stable	[ ] Slow	Marketing Time	[ ] Under 3 mths	[X] 3-6 mths	[ ] Over 6 mths	20 Low	0	Multi-Family	%
Neighborhood Boundaries	to the north by I-20, east by Highway 277, south by Sunset Drive and west by the Broad River.							200 High	90	Commercial	18 %
								65 Pred.	65	Other	%

Neighborhood Description The subject property is located approximately 2 miles north of the downtown Columbia area in the Eau Claire neighborhood. This area allows for good access to employment centers, shopping and schools. *** See Additional Comments ***
Market Conditions (including support for the above conclusions) Market conditions are currently attractive as interest rates remain at historical lows. Property values in the neighborhood area appear to be stable. Supply and demand are in balance with typical exposure times being from three to six months. *** See Additional Comments ***

SITE

Dimensions 75Fx200LSx75Rx200RS | Area 15000 sf | Shape rectangular | View N;Res;
Specific Zoning Classification RS HD | Zoning Description single family residential allowed
Zoning Compliance [X] Legal [ ] Legal Nonconforming (Grandfathered Use) [ ] No Zoning [ ] Illegal (describe)
Is the highest and best use of the subject property as improved (or as proposed per plans and specifications) the present use? [X] Yes [ ] No If No, describe

Utilities	Public	Other (describe)	Public	Other (describe)	Off-site Improvements--Type	Public	Private
Electricity	[X]	[ ]	Water	[X]	[ ]	Street asphalt	[X]	[ ]
Gas	[X]	[ ]	Sanitary Sewer	[X]	[ ]	Alley none/typical	[ ]	[ ]

FEMA Special Flood Hazard Area [ ] Yes [X] No | FEMA Flood Zone X | FEMA Map No. 4501700084 G | FEMA Map Date 01/19/94
Are the utilities and off-site improvements typical for the market area? [X] Yes [ ] No If No, describe
Are there any adverse site conditions or external factors (easements, encroachments, environmental conditions, land uses, etc.)? [ ] Yes [X] No If Yes, describe
Drainage and utility easements are typical for the area and don't adversely affect the subject's marketability or value. No adverse easements or encroachments were noted.

IMPROVEMENTS

General Description		Foundation		Exterior Description materials/condition		Interior materials/condition	
Units	[X] One [ ] One with Accessory Unit	[ ] Concrete Slab	[X] Crawl Space	Foundation Walls	piers/fair	Floors	hwd/laminate/avg
# of Stories	1.00	[ ] Full Basement	[ ] Partial Basement	Exterior Walls	aluminum/average	Walls	plaster/panel/avg
Type	[X] Det. [ ] Att. [ ] S-Det/End Unit	Basement Area	0 sq. ft.	Roof Surface	comp shingles/average	Trim/Finish	wood/avg
	[X] Existing [ ] Proposed [ ] Under Const.	Basement Finish	0 %	Gutters & Downspouts	none	Bath Floor	vinyl/avg
Design (Style)	bungalow	[N] Outside Entry/Exit	[N] Sump Pump	Window Type	DH wood/fair	Bath Wainscot	fibrgls/avg
Year Built	1945	Evidence of	[N] Infestation	Storm Sash/Insulated	none	Car Storage	[ ] None
Effective Age (Yrs)	40	[N] Dampness	[N] Settlement	Screens	none	[X] Driveway	# of Cars 2
Attic	[ ] None	Heating	[X] FWA [ ] HWBB [ ] Radiant	Amenities	[ ] WoodStove(s)# 0	Driveway Surface	dirt
[X] Drop Stair	[ ] Stairs	[ ] Other	Fuel electric	[ ] Fireplace(s) # 0	[X] Fence part rear	[ ] Garage	# of Cars 0
[ ] Floor	[ ] Scuttle	Cooling	[X] Central Air Conditioning	[ ] Patio/Deck none	[X] Porch cpor	[ ] Carport	# of Cars 0
[ ] Finished	[ ] Heated	[ ] Individual	[ ] Other	[ ] Pool none	[ ] Other none	[ ] Att.	[ ] Det. [ ] Built-In

Appliances [ ] Refrigerator [P] Range/Oven [ ] Dishwasher [ ] Disposal [ ] Microwave [ ] Washer/Dryer [ ] Other (describe)
Finished area above grade contains: 5 Rooms | 2 Bedrooms | 1.0 Bath(s) | 1,088 Square Feet of Gross Living Area Above Grade
Additional features (special energy efficient items, etc.) cov front porch w/handicap access ramp, laminate & hardwood flooring, heatpump (2007) according to owner's agent.
Describe the condition of the property (including needed repairs, deterioration, renovations, remodeling, etc.). C5;No updates in the prior 15 years;The subject property is in average to fair overall condition. There is no functional or external obsolesence noted and no major repairs cited. Quality of construction is considered to be average to fair. Physical depreciation is typical of properties of similar age, similar maintenance and quality of construction.

Are there any physical deficiencies or adverse conditions that affect the livability, soundness, or structural integrity of the property? [ ] Yes [X] No If Yes, describe
There are no adverse environmental conditions observed by your appraiser for the neighborhood; however your appraiser is not an environmental expert. The subject property was vacant at the time of the appraisal inspection and all utilities were appeared to be operable.
Does the property generally conform to the neighborhood (functional utility, style, condition, use, construction, etc.)? [X] Yes [ ] No If No, describe

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Uniform Residential Appraisal Report

File # 091217G

There are 14 comparable properties currently offered for sale in the subject neighborhood ranging in price from $ 20,000 to $ 50,000

There are 9 comparable sales in the subject neighborhood within the past twelve months ranging in sale price from $ 21,050 to $ 49,000

FEATURE	SUBJECT	COMPARABLE SALE # 1		COMPARABLE SALE # 2		COMPARABLE SALE # 3	
Address	4824 Linden Street Columbia, SC 29203	5213 Spaulding Avenue Columbia, SC 29203		5113 Holmes Avenue Columbia, SC 29203		4304 Revelstoke Drive Columbia, SC 29203	
Proximity to Subject		0.65 miles E		0.75 miles E		1.14 miles W	
Sale Price	$		$ 24,900		$ 21,050		$ 25,000
Sale Price/Gross Liv. Area	$ sq. ft.	$ 20.75 sq. ft.		$ 19.07 sq. ft.		$ 27.47 sq. ft.	
Data Source(s)		MLS# 312478;DOM 74		MLS# 304032;DOM 14		MLS# 301798;DOM 162	
Verification Source(s)		Appraiser/MLS		Appraiser/MLS		Appraiser/MLS	
VALUE ADJUSTMENTS	DESCRIPTION	DESCRIPTION	+(-)$ Adjustment	DESCRIPTION	+(-)$ Adjustment	DESCRIPTION	+(-)$ Adjustment
Sale or Financing		ArmLth		REO		REO	
Concessions		Cash;0		Cash;0		Cash;0	
Date of Sale/Time		s08/12;c08/12		s02/12;c02/12		s06/12;c05/12	
Location	N;Res;	N;Res;		N;Res;		N;Res;	
Leasehold/Fee Simple	Fee Simple	Fee Simple		Fee Simple		Fee Simple	
Site	15000 sf	6777 sf	0	9305 sf	0	15000 sf	
View	N;Res;	N;Res;		N;Res;		N;Res;	
Design (Style)	1 sty aluminum	1 sty brick ven	0	1 sty brick ven	0	1 sty brick ven	0
Quality of Construction	Q5	Q5		Q5		Q5	
Actual Age	67	59	0	62	0	42	0
Condition	C5	C5		C5		C5	
Above Grade Room Count (Total / Bdrms. / Baths)	5 / 2 / 1.0	5 / 2 / 1.0		5 / 2 / 1.0		5 / 3 / 1.0	0
Gross Living Area	1,088 sq. ft.	1,200 sq. ft.	-2,800	1,104 sq. ft.	0	910 sq. ft.	+4,500
Basement & Finished Rooms Below Grade	0sf	0sf		0sf		0sf	
Functional Utility	average	average		average		average	
Heating/Cooling	central	none	+2,500	central		central	
Energy Efficient Items	none	none		none		none	
Garage/Carport	none	none		none		none	
Porch/Patio/Deck	cpor	cpor		cstp	+1,000	cstp	+1,000
	no fireplace	no fireplace		one fireplace	-1,000	no fireplace	
Net Adjustment (Total)		[ ] + [X] -	$ -300	[ ] + [ ] -	$ 0	[X] + [ ] -	$ 5,500
Adjusted Sale Price of Comparables		Net Adj. 1.20 % Gross Adj. 21.29 %	$ 24,600	Net Adj. 0.00 % Gross Adj. 9.50 %	$ 21,050	Net Adj. 22.00 % Gross Adj. 22.00 %	$ 30,500

I [X] did [ ] did not research the sale or transfer history of the subject property and comparable sales. If not, explain

My research [X] did [ ] did not reveal any prior sales or transfers of the subject property for the three years prior to the effective date of this appraisal.

Data Source(s) bank source/Masters Report

My research [X] did [ ] did not reveal any prior sales or transfers of the comparable sales for the prior year to the date of sale of the comparable sale.

Data Source(s) tax assessor/MLS

Report the results of the research and analysis of the prior sale or transfer history of the subject property and comparable sales (report additional prior sales on page 3).

ITEM	SUBJECT	COMPARABLE SALE # 1	COMPARABLE SALE # 2	COMPARABLE SALE # 3
Date of Prior Sale/Transfer	08/08/2012	12/05/11 & 05/21/12	01/23/2012	11/02/2011
Price of Prior Sale/Transfer	$25,001	$2,500 & $9,850	$26,704	$28,000
Data Source(s)	Masters Report	tax assessor/MLS	tax assessor/MLS	tax assessor/MLS
Effective Date of Data Source(s)	09/17/2012	09/17/2012	09/17/2012	09/17/2012

Analysis of prior sale or transfer history of the subject property and comparable sales According to information provided to your appraiser the subject property was a foreclosure sale as shown above. There have been no othe sales within the previous 36 months on the subject property. According to the tax assessor's office, comps one, two, three, four & six were foreclosure sales as shown above. There was no sale for the previous 12 months for comp five.

Summary of Sales Comparison Approach All six comps are located in the Eau Claire community, like the subject. Comp two is dated and comps five & six are current listings. Comps three & six exceed the line, net & gross adjustment guidelines due to the variance in gross living area. Comp four exceeds the line & gross adjustment guidelines due to the gross living area and other warranted adjustments. Due to location, similarity to the subject and/or the lack of recent sales data the use of all six comps is warranted. Comp four has masonite exterior siding & the adjustment is made under the "design" item. A final value opinion of $25,000 is within market range. The Intended User of this appraisal report is the Lender/Client. *** See Additional Comments ***

Indicated Value by Sales Comparison Approach $ 25,000

Indicated Value by: Sales Comparison Approach $ 25,000 Cost Approach (if developed) $ 29,115 Income Approach (if developed) $ N/A

The Sales Comparison Analysis is given the most weight since it best reflects the actions of buyers and sellers in the market. The Cost Approach supports the Sales Analysis but was given less weight overall. The Income Approach was not considered appropriate for this type of single family residential property. *** See Additional Comments ***

This appraisal is made [X] "as is," [ ] subject to completion per plans and specifications on the basis of a hypothetical condition that the improvements have been completed, [ ] subject to the following repairs or alterations on the basis of a hypothetical condition that the repairs or alterations have been completed, or [ ] subject to the following required inspection based on the extraordinary assumption that the condition or deficiency does not require alteration or repair:

Based on a complete visual inspection of the interior and exterior areas of the subject property, defined scope of work, statement of assumptions and limiting conditions, and appraiser's certification, my (our) opinion of the market value, as defined, of the real property that is the subject of this report is $ 25,000, as of 09/13/2012, which is the date of inspection and the effective date of this appraisal.

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File No. 091217G

ADDITIONAL COMPARABLES

Borrower N/A
Property Address 4824 Linden Street
City Columbia County Richland State SC Zip Code 29203
Lender/Client South Carolina Bank & Trust

FEATURE	SUBJECT	COMPARABLE SALE NO. 4		COMPARABLE SALE NO. 5		COMPARABLE SALE NO. 6	
Address	4824 Linden Street Columbia, SC 29203	5745 Colonial Drive Columbia, SC 29203		4902 Linden Street Columbia, SC 29203		4844 Linden Street Columbia, SC 29203	
Proximity to Subject		1.40 miles E		0.05 miles N		0.04 miles N	
Sale Price	$	$ 22,050		$ 33,500		$ 29,500	
Sale Price/Gross Liv. Area	$ sq. ft.	$ 21.51 sq. ft.		$ 33.50 sq. ft.		$ 31.93 sq. ft.	
Data Source(s)		MLS# 306148;DOM 15		MLS# 298007;DOM 364		MLS# 301794;DOM 285	
Verification Source(s)		Appraiser/MLS		Appraiser/MLS		Appraiser/MLS	
VALUE ADJUSTMENTS	DESCRIPTION	DESCRIPTION	+(-)$ Adjustment	DESCRIPTION	+(-)$ Adjustment	DESCRIPTION	+(-)$ Adjustment
Sale or Financing Concessions		REO Other;0		Listing		Listing	
Date of Sale/Time		s04/12;c03/12		Active		Active	
Location	N;Res;	N;Res;		N;Res;		N;Res;	
Leasehold/Fee Simple	Fee Simple	Fee Simple		Fee Simple		Fee Simple	
Site	15000 sf	6733 sf	0	9020 sf	0	14731 sf	0
View	N;Res;	N;Res;		N;Res;		N;Res;	
Design (Style)	1 sty aluminum	1 sty masonite	+2,000	1 sty vinyl	0	1 sty brick ven	0
Quality of Construction	Q5	Q5		Q5		Q5	
Actual Age	67	27	0	59	0	59	0
Condition	C5	C5		C5		C5	
Above Grade Room Count (Total / Bdrms. / Baths)	5 / 2 / 1.0	5 / 3 / 1.1	-2,500	5 / 2 / 1.0		5 / 2 / 1.0	
Gross Living Area	1,088 sq. ft.	1,025 sq. ft.	+1,600	1,000 sq. ft.	+2,200	924 sq. ft.	+4,100
Basement & Finished Rooms Below Grade	0sf	0sf		0sf		0sf	
Functional Utility	average	average		average		average	
Heating/Cooling	central	central		central		central	
Energy Efficient Items	none	none		none		none	
Garage/Carport	none	none		none		none	
Porch/Patio/Deck	cpor	cstp	+1,000	cstp/wkshop	0	cstp	+1,000
	no fireplace	no fireplace		no fireplace		no fireplace	
Net Adjustment (Total)		[X] + [ ] -	$ 2,100	[X] + [ ] -	$ 2,200	[X] + [ ] -	$ 5,100
Adjusted Sale Price of Comparables		Net Adj. 9.52 % Gross Adj. 32.20 %	$ 24,150	Net Adj. 6.57 % Gross Adj. 6.57 %	$ 35,700	Net Adj. 17.29 % Gross Adj. 17.29 %	$ 34,600

ITEM	SUBJECT	COMPARABLE SALE #4	COMPARABLE SALE #5	COMPARABLE SALE #6
Date of Prior Sale/Transfer	08/08/2012	12/05/2011		10/06/2011
Price of Prior Sale/Transfer	$25,001	$100		$31,926
Data Source(s)	Masters Report	tax assessor/MLS	tax assessor/MLS	tax assessor/MLS
Effective Date of Data Source(s)	09/17/2012	09/17/2012	09/17/2012	09/17/2012

Comment on Sales Comparison

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Uniform Residential Appraisal Report

File # 091217G

ADDITIONAL COMMENTS

This appraisal report is not intended to be used for insurance purposes. There is no personal property included in the value opinion of the subject property. I have performed no other services, as an appraiser or in any other capacity, regarding the property that is the subject of the work under review within the three year period immediately preceding acceptance of this assignment. NOTE: The current Fannie Mae forms do not include this on the certification page. This report has been electronically prepared in compliance with the USPAP Guidelines which included a digital signature and adequate security measures in place to protect the integrity of the data produced by the appraiser.

COST APPROACH

COST APPROACH TO VALUE (not required by Fannie Mae)

Provide adequate information for the lender/client to replicate the below cost figures and calculations.

Support for the opinion of site value (summary of comparable land sales or other methods for estimating site value)

The estimated opinion of value of the subject site is derived from previous sales, information obtained from the tax assessor's office and appraisals on similar lots within the subject neighborhood.

ESTIMATED [ ] REPRODUCTION OR [X] REPLACEMENT COST NEW	OPINION OF SITE VALUE	=$	8,500
Source of cost data Marshall & Swift/local builders	Dwelling 1,088 Sq. Ft. @ $ 50.00	=$	54,400
Quality rating from cost service avg-fair Effective date of cost data 06/2012	Sq. Ft. @ $	=$	
Comments on Cost Approach (gross living area calculations, depreciation, etc.)	cpor		1,500
The cost approach estimates the replacement cost of the improvements plus the estimated value of the subject lot. Cost figures are based on data on file and information from local contractors. The land cost to value ratio is normal for this area. Remaining Economic Life = 20 years	Garage/Carport Sq. Ft. @ $	=$	0
	Total Estimate of Cost-New	=$	55,900
	Less Physical / Functional / External		
	Depreciation 37,285	=$	(37,285)
	Depreciated Cost of Improvements	=$	18,615
	'As-Is' Value of Site Improvements	=$	2,000
		=$	
Estimated Remaining Economic Life (HUD and VA only) 20 Years	Indicated Value By Cost Approach	=$	29,115

INCOME

INCOME APPROACH TO VALUE (not required by Fannie Mae)

Estimated Monthly Market Rent $ X Gross Rent Multiplier = $ Indicated Value by Income Approach

Summary of Income Approach (including support for market rent and GRM)

PUD INFORMATION

PROJECT INFORMATION FOR PUDs (if applicable)

Is the developer/builder in control of the Homeowners' Association (HOA)? [ ] Yes [ ] No Unit type(s) [ ] Detached [ ] Attached

Provide the following information for PUDs ONLY if the developer/builder is in control of the HOA and the subject property is an attached dwelling unit.

Legal name of project N/A

Total number of phases Total number of units Total number of units sold

Total number of units rented Total number of units for sale Data Source(s)

Was the project created by the conversion of existing building(s) into a PUD? [ ] Yes [ ] No If Yes, date of conversion

Does the project contain any multi-dwelling units? [ ] Yes [ ] No Data Source(s)

Are the units, common elements, and recreation facilities complete? [ ] Yes [ ] No If No, describe the status of completion.

Are the common elements leased to or by the Homeowners' Association? [ ] Yes [ ] No If Yes, describe the rental terms and options.

Describe common elements and recreational facilities

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File No. 091217G

ADDITIONAL COMMENTS

Borrower or Owner	N/A				
Property Address	4824 Linden Street				
City	Columbia	County	Richland	State	SC	Zip Code	29203
Lender or Client	South Carolina Bank & Trust				

SCOPE OF APPRAISAL
The Owner of Public Record is South Carolina Operating Room Equimpment, LLC.

NEIGHBORHOOD DESCRIPTION
Homes in the immediate neighborhood are typially small to medium in size and are of fair to average quality of construction. Overall marketability and acceptance for this area is average.

MARKET CONDITIONS
Homes in the this area are typically financed with FHA, VA and conventional loans with the buyer and seller negotiating closing costs. The exposure time is the estimated length of time that the property interest being appraised would have been offered on the market prior to the hypothetical consummation of a sale at market value on the effective date of the appraisal. Exposure time is a retrospective opinion based on an analysis of past events assuming a competitive and open market. As information, the Fannie Mae definitiion is used, such as lender work.

SALES COMPARISON APPROACH
The Intended Use is to evaluate the property that is the subject of this appraisal for bank purposes, subject to the stated Scope of Work, purpose of the appraisal, reporting requirements of the appraisal form, and Definition of Market Value. No additional Intended Users are identified by the appraiser.

RECONCILIATION
Single family properties of this type are not typically valued based on their income potential. The Income Approach was not used in the valuation of the subject property because of a lack of sufficient recent sales with rental information to develop and adequately support a gross rent multiplier. The Cost Approach was given less weight due to the relative difficulty in accurately estimating accrued depreciation. The conclusions of the Sales Comparison Analysis give the best indication of the most probable price the subject property would bring on the open market.

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This report form is designed to report an appraisal of a one-unit property or a one-unit property with an accessory unit; including a unit in a planned unit development (PUD). This report form is not designed to report an appraisal of a manufactured home or a unit in a condominium or cooperative project.

This appraisal report is subject to the following scope of work, intended use, intended user, definition of market value, statement of assumptions and limiting conditions, and certifications. Modifications, additions, or deletions to the intended use, intended user, definition of market value, or assumptions and limiting conditions are not permitted. The appraiser may expand the scope of work to include any additional research or analysis necessary based on the complexity of this appraisal assignment. Modifications or deletions to the certifications are also not permitted. However, additional certifications that do not constitute material alterations to this appraisal report, such as those required by law or those related to the appraiser's continuing education or membership in an appraisal organization, are permitted.

SCOPE OF WORK: The scope of work for this appraisal is defined by the complexity of this appraisal assignment and the reporting requirements of this appraisal report form, including the following definition of market value, statement of assumptions and limiting conditions, and certifications. The appraiser must, at a minimum: (1) perform a complete visual inspection of the interior and exterior areas of the subject property, (2) inspect the neighborhood, (3) inspect each of the comparable sales from at least the street, (4) research, verify, and analyze data from reliable public and/or private sources, and (5) report his or her analysis, opinions, and conclusions in this appraisal report.

INTENDED USE: The intended use of this appraisal report is for the lender/client to evaluate the property that is the subject of this appraisal for a mortgage finance transaction.

INTENDED USER: The intended user of this appraisal report is the lender/client.

DEFINITION OF MARKET VALUE: The most probable price which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller, each acting prudently, knowledgeably and assuming the price is not affected by undue stimulus. Implicit in this definition is the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby: (1) buyer and seller are typically motivated; (2) both parties are well informed or well advised, and each acting in what he or she considers his or her own best interest; (3) a reasonable time is allowed for exposure in the open market; (4) payment is made in terms of cash in U. S. dollars or in terms of financial arrangements comparable thereto; and (5) the price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions* granted by anyone associated with the sale.

*Adjustments to the comparables must be made for special or creative financing or sales concessions. No adjustments are necessary for those costs which are normally paid by sellers as a result of tradition or law in a market area; these costs are readily identifiable since the seller pays these costs in virtually all sales transactions. Special or creative financing adjustments can be made to the comparable property by comparisons to financing terms offered by a third party institutional lender that is not already involved in the property or transaction. Any adjustment should not be calculated on a mechanical dollar for dollar cost of the financing or concession but the dollar amount of any adjustment should approximate the market's reaction to the financing or concessions based on the appraiser's judgment.

STATEMENT OF ASSUMPTIONS AND LIMITING CONDITIONS: The appraiser's certification in this report is subject to the following assumptions and limiting conditions:

1. The appraiser will not be responsible for matters of a legal nature that affect either the property being appraised or the title to it, except for information that he or she became aware of during the research involved in performing this appraisal. The appraiser assumes that the title is good and marketable and will not render any opinions about the title.

2. The appraiser has provided a sketch in this appraisal report to show the approximate dimensions of the improvements. The sketch is included only to assist the reader in visualizing the property and understanding the appraiser's determination of its size.

3. The appraiser has examined the available flood maps that are provided by the Federal Emergency Management Agency (or other data sources) and has noted in this appraisal report whether any portion of the subject site is located in an identified Special Flood Hazard Area. Because the appraiser is not a surveyor, he or she makes no guarantees, express or implied, regarding this determination.

4. The appraiser will not give testimony or appear in court because he or she made an appraisal of the property in question, unless specific arrangements to do so have been made beforehand, or as otherwise required by law.

5. The appraiser has noted in this appraisal report any adverse conditions (such as needed repairs, deterioration, the presence of hazardous wastes, toxic substances, etc.) observed during the inspection of the subject property or that he or she became aware of during the research involved in performing this appraisal. Unless otherwise stated in this appraisal report, the appraiser has no knowledge of any hidden or unapparent physical deficiencies or adverse conditions of the property (such as, but not limited to, needed repairs, deterioration, the presence of hazardous wastes, toxic substances, adverse environmental conditions, etc.) that would make the property less valuable, and has assumed that there are no such conditions and makes no guarantees or warranties, express or implied. The appraiser will not be responsible for any such conditions that do exist or for any engineering or testing that might be required to discover whether such conditions exist. Because the appraiser is not an expert in the field of environmental hazards, this appraisal report must not be considered as an environmental assessment of the property.

6. The appraiser has based his or her appraisal report and valuation conclusion for an appraisal that is subject to satisfactory completion, repairs, or alterations on the assumption that the completion, repairs, or alterations of the subject property will be performed in a professional manner.

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APPRAISER'S CERTIFICATION: The Appraiser certifies and agrees that:

1. I have, at a minimum, developed and reported this appraisal in accordance with the scope of work requirements stated in this appraisal report.

2. I performed a complete visual inspection of the interior and exterior areas of the subject property. I reported the condition of the improvements in factual, specific terms. I identified and reported the physical deficiencies that could affect the livability, soundness, or structural integrity of the property.

3. I performed this appraisal in accordance with the requirements of the Uniform Standards of Professional Appraisal Practice that were adopted and promulgated by the Appraisal Standards Board of The Appraisal Foundation and that were in place at the time this appraisal report was prepared.

4. I developed my opinion of the market value of the real property that is the subject of this report based on the sales comparison approach to value. I have adequate comparable market data to develop a reliable sales comparison approach for this appraisal assignment. I further certify that I considered the cost and income approaches to value but did not develop them, unless otherwise indicated in this report.

5. I researched, verified, analyzed, and reported on any current agreement for sale for the subject property, any offering for sale of the subject property in the twelve months prior to the effective date of this appraisal, and the prior sales of the subject property for a minimum of three years prior to the effective date of this appraisal, unless otherwise indicated in this report.

6. I researched, verified, analyzed, and reported on the prior sales of the comparable sales for a minimum of one year prior to the date of sale of the comparable sale, unless otherwise indicated in this report.

7. I selected and used comparable sales that are locationally, physically, and functionally the most similar to the subject property.

8. I have not used comparable sales that were the result of combining a land sale with the contract purchase price of a home that has been built or will be built on the land.

9. I have reported adjustments to the comparable sales that reflect the market's reaction to the differences between the subject property and the comparable sales.

10. I verified, from a disinterested source, all information in this report that was provided by parties who have a financial interest in the sale or financing of the subject property.

11. I have knowledge and experience in appraising this type of property in this market area.

12. I am aware of, and have access to, the necessary and appropriate public and private data sources, such as multiple listing services, tax assessment records, public land records and other such data sources for the area in which the property is located.

13. I obtained the information, estimates, and opinions furnished by other parties and expressed in this appraisal report from reliable sources that I believe to be true and correct.

14. I have taken into consideration the factors that have an impact on value with respect to the subject neighborhood, subject property, and the proximity of the subject property to adverse influences in the development of my opinion of market value. I have noted in this appraisal report any adverse conditions (such as, but not limited to, needed repairs, deterioration, the presence of hazardous wastes, toxic substances, adverse environmental conditions, etc.) observed during the inspection of the subject property or that I became aware of during the research involved in performing this appraisal. I have considered these adverse conditions in my analysis of the property value, and have reported on the effect of the conditions on the value and marketability of the subject property.

15. I have not knowingly withheld any significant information from this appraisal report and, to the best of my knowledge, all statements and information in this appraisal report are true and correct.

16. I stated in this appraisal report my own personal, unbiased, and professional analysis, opinions, and conclusions, which are subject only to the assumptions and limiting conditions in this appraisal report.

17. I have no present or prospective interest in the property that is the subject of this report, and I have no present or prospective personal interest or bias with respect to the participants in the transaction. I did not base, either partially or completely, my analysis and/or opinion of market value in this appraisal report on the race, color, religion, sex, age, marital status, handicap, familial status, or national origin of either the prospective owners or occupants of the subject property or of the present owners or occupants of the properties in the vicinity of the subject property or on any other basis prohibited by law.

18. My employment and/or compensation for performing this appraisal or any future or anticipated appraisals was not conditioned on any agreement or understanding, written or otherwise, that I would report (or present analysis supporting) a predetermined specific value, a predetermined minimum value, a range or direction in value, a value that favors the cause of any party, or the attainment of a specific result or occurrence of a specific subsequent event (such as approval of a pending mortgage loan application).

19. I personally prepared all conclusions and opinions about the real estate that were set forth in this appraisal report. If I relied on significant real property appraisal assistance from any individual or individuals in the performance of this appraisal or the preparation of this appraisal report, I have named such individual(s) and disclosed the specific tasks performed in this appraisal report. I certify that any individual so named is qualified to perform the tasks. I have not authorized anyone to make a change to any item in this appraisal report; therefore, any change made to this appraisal is unauthorized and I will take no responsibility for it.

20. I identified the lender/client in this appraisal report who is the individual, organization, or agent for the organization that ordered and will receive this appraisal report.

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21. The lender/client may disclose or distribute this appraisal report to: the borrower; another lender at the request of the borrower; the mortgagee or its successors and assigns; mortgage insurers; government sponsored enterprises; other secondary market participants; data collection or reporting services; professional appraisal organizations; any department, agency, or instrumentality of the United States; and any state, the District of Columbia, or other jurisdictions; without having to obtain the appraiser's or supervisory appraiser's (if applicable) consent. Such consent must be obtained before this appraisal report may be disclosed or distributed to any other party (including, but not limited to, the public through advertising, public relations, news, sales, or other media).

22. I am aware that any disclosure or distribution of this appraisal report by me or the lender/client may be subject to certain laws and regulations. Further, I am also subject to the provisions of the Uniform Standards of Professional Appraisal Practice that pertain to disclosure or distribution by me.

23. The borrower, another lender at the request of the borrower, the mortgagee or its successors and assigns, mortgage insurers, government sponsored enterprises, and other secondary market participants may rely on this appraisal report as part of any mortgage finance transaction that involves any one or more of these parties.

24. If this appraisal report was transmitted as an "electronic record" containing my "electronic signature," as those terms are defined in applicable federal and/or state laws (excluding audio and video recordings), or a facsimile transmission of this appraisal report containing a copy or representation of my signature, the appraisal report shall be as effective, enforceable and valid as if a paper version of this appraisal report were delivered containing my original hand written signature.

25. Any intentional or negligent misrepresentation(s) contained in this appraisal report may result in civil liability and/or criminal penalties including, but not limited to, fine or imprisonment or both under the provisions of Title 18, United States Code, Section 1001, et seq., or similar state laws.

SUPERVISORY APPRAISER'S CERTIFICATION: The Supervisory Appraiser certifies and agrees that:

1. I directly supervised the appraiser for this appraisal assignment, have read the appraisal report, and agree with the appraiser's analysis, opinions, statements, conclusions, and the appraiser's certification.

2. I accept full responsibility for the contents of this appraisal report including, but not limited to, the appraiser's analysis, opinions, statements, conclusions, and the appraiser's certification.

3. The appraiser identified in this appraisal report is either a sub-contractor or an employee of the supervisory appraiser (or the appraisal firm), is qualified to perform this appraisal, and is acceptable to perform this appraisal under the applicable state law.

4. This appraisal report complies with the Uniform Standards of Professional Appraisal Practice that were adopted and promulgated by the Appraisal Standards Board of The Appraisal Foundation and that were in place at the time this appraisal report was prepared.

5. If this appraisal report was transmitted as an "electronic record" containing my "electronic signature," as those terms are defined in applicable federal and/or state laws (excluding audio and video recordings), or a facsimile transmission of this appraisal report containing a copy or representation of my signature, the appraisal report shall be as effective, enforceable and valid as if a paper version of this appraisal report were delivered containing my original hand written signature.

APPRAISER

Signature _____
Name Eugene Garvin, Jr.
Company Name GARVIN APPRAISALS
Company Address 5 CALENDAR COURT STE 103
COLUMBIA, SC 29206
Telephone Number 803-779-4243
Email Address ecgarvin@garvinappraisals.com
Date of Signature and Report 09/21/2012
Effective Date of Appraisal 09/13/2012
State Certification # 2746
or State License # _____
or Other _____ State # _____
State SC
Expiration Date of Certification or License 06/30/2014

ADDRESS OF PROPERTY APPRAISED
4824 Linden Street
Columbia, SC 29203
APPRAISED VALUE OF SUBJECT PROPERTY $ 25,000
LENDER/CLIENT
Name No AMC
Company Name South Carolina Bank & Trust
Company Address 700 Gervais Street
Columbia, SC 29201
Email Address _____

SUPERVISORY APPRAISER (ONLY IF REQUIRED)

Signature _____
Name _____
Company Name _____
Company Address _____
Telephone Number _____
Email Address _____
Date of Signature _____
State Certification # _____
or State License # _____
State _____
Expiration Date of Certification or License _____

SUBJECT PROPERTY

☐ Did not inspect subject property
☐ Did inspect exterior of subject property from street
Date of Inspection _____
☐ Did inspect interior and exterior of subject property
Date of Inspection _____

COMPARABLE SALES

☐ Did not inspect exterior of comparable sales from street
☐ Did inspect exterior of comparable sales from street
Date of Inspection _____

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Market Conditions Addendum to the Appraisal Report File No. 091217G

The purpose of this addendum is to provide the lender/client with a clear and accurate understanding of the market trends and conditions prevalent in the subject neighborhood. This is a required addendum for all appraisal reports with an effective date on or after April 1, 2009.

Property Address 4824 Linden Street City Columbia State SC ZIP Code 29203

Borrower N/A

Instructions: The appraiser must use the information required on this form as the basis for his/her conclusions, and must provide support for those conclusions, regarding housing trends and overall market conditions as reported in the Neighborhood section of the appraisal report form. The appraiser must fill in all the information to the extent it is available and reliable and must provide analysis as indicated below. If any required data is unavailable or is considered unreliable, the appraiser must provide an explanation. It is recognized that not all data sources will be able to provide data for the shaded areas below; if it is available, however, the appraiser must include the data in the analysis. If data sources provide the required information as an average instead of the median, the appraiser should report the available figure and identify it as an average. Sales and listings must be properties that compete with the subject property, determined by applying the criteria that would be used by a prospective buyer of the subject property. The appraiser must explain any anomalies in the data, such as seasonal markets, new construction, foreclosures, etc.

MARKET RESEARCH & ANALYSIS

Inventory Analysis	Prior 7-12 Months	Prior 4-6 Months	Current - 3 Months	Overall Trend
Total # of Comparable Sales (Settled)	3	3	3	[ ] Increasing [X] Stable [ ] Declining
Absorption Rate (Total Sales/Months)	0.50	1.00	1.00	[ ] Increasing [X] Stable [ ] Declining
Total # of Comparable Active Listings	12	14	14	[ ] Declining [X] Stable [ ] Increasing
Months of Housing Supply (Total Listings/Ab.Rate)	24.00	14.00	14.00	[ ] Declining [X] Stable [ ] Increasing
Median Sale & List Price, DOM, Sale/List %	Prior 7-12 Months	Prior 4-6 Months	Current - 3 Months	Overall Trend
Median Comparable Sale Price	$22,000	$25,000	$24,900	[ ] Increasing [X] Stable [ ] Declining
Median Comparable Sales Days on Market	74	113	195	[ ] Declining [X] Stable [ ] Increasing
Median Comparable List Price	$37,000	$34,250	$39,000	[ ] Increasing [X] Stable [ ] Declining
Median Comparable Listings Days on Market	279.5	258	242	[X] Declining [ ] Stable [ ] Increasing
Median Sale Price as % of List Price	87.30%	94.41%	89.25%	[ ] Increasing [X] Stable [ ] Declining
Seller-(developer, builder, etc.) paid financial assistance prevalent?	[X] Yes [ ] No			[ ] Declining [X] Stable [ ] Increasing

Explain in detail the seller concessions trends for the past 12 months (e.g., seller contributions increased from 3% to 5%, increasing use of buydowns, closing costs, condo fees, options, etc.). Seller concessions are typical for this neighborhood and that trend has held steady for the previous 12 months. It does not appear that these concessions are increasing, but as always they are negotiated by the seller & borrower.

Are foreclosure sales (REO sales) a factor in the market? [X] Yes [ ] No If yes, explain (including the trends in listings and sales of foreclosed properties).

Foreclosure sales do occur in this particular market. In the past they were purchased by investors who would repair or renovate the properties and place them back on the market at competitive prices. However with the banks now reluctant to make investor loans they are directly listing REO and often accepting below market offers.

Cite data sources for above information. tax assessor's office/CMLS/appraiser's office data

Summarize the above information as support for your conclusions in the Neighborhood section of the appraisal report form. If you used any additional information, such as an analysis of pending sales and/or expired and withdrawn listings, to formulate your conclusions, provide both an explanation and support for your conclusions.

The above data supports the information in the Neighborhood section of the appraisal report. There has been a slowdown of sales in the general area due to the current economic conditions. Due to limited sales, it is difficult to determine if any significant trends have been established.

CONDO/COOP PROJECTS

If the subject is a unit in a condominium or cooperative project, complete the following: **Project Name:**

Subject Project Data	Prior 7-12 Months	Prior 4-6 Months	Current - 3 Months	Overall Trend
Total # of Comparable Sales (Settled)				[ ] Increasing [ ] Stable [ ] Declining
Absorption Rate (Total Sales/Months)				[ ] Increasing [ ] Stable [ ] Declining
Total # of Active Comparable Listings				[ ] Declining [ ] Stable [ ] Increasing
Months of Unit Supply (Total Listings/Ab. Rate)				[ ] Declining [ ] Stable [ ] Increasing

Are foreclosure sales (REO sales) a factor in the project? [ ] Yes [ ] No If yes, indicate the number of REO listings and explain the trends in listings and sales of foreclosed properties.

Summarize the above trends and address the impact on the subject unit and project.

APPRAISER

Signature	Signature
Appraiser Name Eugene Garvin, Jr.	Appraiser Name
Company Name GARVIN APPRAISALS	Company Name
Company Address 5 CALENDAR COURT STE 103, COLUMBIA, SC 29206	Company Address
State License/Certification # 2746 State SC	State License/Certification # State
Email Address ecgarvin@garvinappraisals.com	Email Address

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File No. 091217G
Case No.

Borrower N/A
Property Address 4824 Linden Street
City Columbia County Richland State SC Zip Code 29203
Lender/Client South Carolina Bank & Trust Address 700 Gervais Street, Columbia, SC 29201

Requirements - Condition and Quality Ratings Usage

Appraisers must utilize the following standardized conditions and quality ratings within the appraisal report.

Condition Ratings and Definitions

C1 - The improvements have been very recently constructed and have not previously been occupied. The entire structure and all components are new and the dwelling features no physical deprecation.*

**Note: Newly constructed improvements that feature recycled materials and/or components can be considered new dwellings provided that the dwelling is placed on a 100% new foundation and recycled materials and the recycled components have been rehabilitated/re-manufactured into like-new condition. Recently constructed improvements that have not been previously occupied are not considered "new" if they have significant physical depreciation (i.e., newly constructed dwellings that have been vacant for an extended period of time without adequate maintenance or upkeep).*

C2 - The improvements feature no deferred maintenance, little or no physical depreciation, and require no repairs. Virtually all building components are new or have been recently repaired, refinished, or rehabilitated. All outdated components and finished have been updated and/or replaced with components that meet current standards. Dwellings in this category either are almost new or have been recently completely renovated and are similar in condition to new construction.

C3 - The improvements are well maintained and feature limited physical depreciation due to normal wear and tear. some components, but not every major building component, may be updated or recently rehabilitated. The structure has been well maintained.

C4 - The improvements feature some minor deferred maintenance and physical deterioration due to normal wear and tear. The dwelling has been adequately maintained and requires only minimal repairs to building components/mechanical systems and cosmetic repairs. All major building components have been adequately maintained and are functionally adequate.

C5 - The improvements feature obvious deferred maintenance and are in need of some significant repairs. Some building components need repairs, rehabilitation, or updating. The functional utility and overall livability is somewhat diminished due to condition, but the dwelling remains useable and functional as a residence.

C6 - The improvements have substantial damage or deferred maintenance with deficiencies or defects that are severe enough to affect the safety, soundness, or structural integrity of the improvements. The improvements are in need of substantial repairs and rehabilitation, including many or most major components.

Quality Ratings and Definitions

Q1 - Dwellings with this quality rating are usually unique structures that are individually designed by an architect for a specified use. Such residences typically are constructed from detailed architectural plans and specifications and feature an exceptionally high level of workmanship and exceptionally high-grade materials throughout the interior and exterior of the structure. The design features exceptionally high-quality exterior refinements and ornamentation, and exceptionally high-quality interior refinements. The workmanship, materials, and finishes throughout the dwelling are exceptionally high quality.

Q2 - Dwellings with this quality rating are often custom designed for construction on an individual property owner's site. However, dwellings in this quality grade are also found in high-quality tract developments featuring residences constructed from individual plans or from highly modified or upgraded plans. The design features detailed high-quality exterior ornamentation, high-quality interior refinements, and detail. The workmanship, materials, and finishes throughout the dwelling are of exceptionally high quality.

Q3 - Dwellings with this quality rating are residences of higher quality built from individual or readily available designer plans in above-standard residential tract developments or on an individual property owner's site. The design includes significant exterior ornamentation and interiors that are well finished. The workmanship exceeds acceptable standards and many materials and finishes throughout the dwelling have been upgraded from "stock" standards.

Q4 - Dwellings with this quality rating meet or exceed the requirements of applicable building codes. Standard or modified standard building plans are utilized and the design includes adequate fenestration and some exterior ornamentation and interior refinements. Materials, workmanship, finish, and equipment are of stock or builder grade and may feature some upgrades.

Q5 - Dwellings with this quality rating feature economy of construction and basic functionality as main considerations. Such dwellings feature a plain design using readily available or basic floor plans featuring minimal fenestration and basic finishes with minimal exterior ornamentation and limited interior detail. These dwellings meet minimum building codes and are constructed with inexpensive, stock materials with limited refinements and upgrades.

Q6 - Dwellings with this quality rating are of basic quality and lower cost; some may not be suitable for year-round occupancy. Such dwellings are often built with simple plans or without plans, often utilizing the lowest quality building materials. Such dwellings are often built or expanded by persons who are professionally unskilled or possess only minimal construction skills. Electrical, plumbing, and other mechanical systems and equipment may be minimal or non-existent. Older dwellings may feature one or more substandard non-conforming additions to the original structure.

Definitions of Not Updated, Updated, and Remodeled

Not Updated - Little or no updating or modernization. This description includes, but is not limited to, new homes. Residential properties of fifteen years of age or less often reflect an original condition with no updating, if no major components have been replaced or updated. Those over fifteen years of age are also considered not updated if the appliances, fixtures, and finishes are predominantly dated. An area that is 'Not Updated' may still be well maintained and fully functional, and this rating does not necessarily imply deferred maintenance or physical/functional deterioration.

Updated - The area of the home has been modified to meet current market expectations. These modifications are limited in terms of both scope and cost. An updated area of the home should have an improved look and feel, or functional utility. Changes that constitute updates include refurbishment and/or replacing components to meet existing market expectations. Updates do not include significant alterations to the existing structure.

Remodeled - Significant finish and/or structural changes have been made that increase utility and appeal through complete replacement and/or expansion. A remodeled area reflects fundamental changes that include multiple alterations. These alterations may include some or all of the following: replacement of a major component (cabinet(s), bathtub, or bathroom tile), relocation of plumbing/gas fixtures/appliances, significant structural alterations (relocating walls and/or the addition of square footage). This would include a complete gutting and rebuild.

Explanation of Bathroom Count

Three-quarter baths are counted as a full bath in all cases. Quarter baths (baths that feature only a toilet) are not included in the bathroom count. The number of full and half baths is reported by separating the two values using a period, where the full bath count is represented to the left of the period and the half bath count is represented to the right of the period.

Example: 3.2 indicates three full baths and two half baths.

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Abbreviation	Full Name	Appropriate Fields
ac	Acres	Area, Site
AdjPrk	Adjacent to Park	Location
AdjPwr	Adjacent to Power Lines	Location
A	Adverse	Location & View
ArmLth	Arms Length Sale	Sale or Financing Concessions
ba	Bathroom(s)	Basement & Finished Rooms Below Grade
br	Bedroom	Basement & Finished Rooms Below Grade
B	Beneficial	Location & View
Cash	Cash	Sale or Financing Concessions
CtySky	City View Skyline View	View
CtyStr	City Street View	View
Comm	Commercial Influence	Location
c	Contracted Date	Date of Sale/Time
Conv	Conventional	Sale or Financing Concessions
CrtOrd	Court Ordered Sale	Sale or Financing Concession
DOM	Days On Market	Data Sources
e	Expiration Date	Date of Sale/Time
Estate	Estate Sale	Sale or Financing Concessions
FHA	Federal Housing Authority	Sale or Financing Concessions
GlfCse	Golf Course	Location
Glfvw	Golf Course View	View
Ind	Industrial	Location & View
In	Interior Only Stairs	Basement & Finished Rooms Below Grade
Lndfl	Landfill	Location
LtdSght	Limited Sight	View
Listing	Listing	Sale or Financing Concessions
Mtn	Mountain View	View
N	Neutral	Location & View
NonAm	Non-Arms Length Sale	Sale or Financing Concessions
BsyRdm	Busy Road	Locations
o	Other	Basement & Finished Rooms Below Grade
Prk	Park View	View
Pstrl	Pastoral View	View
PwrLn	Power Lines	View
PubTrn	Public Transportation	Location
rr	Recreational (Rec) Room	Basement & Finished Rooms Below Grade
Relo	Relocation Sale	Sale or Financing Concessions
REO	REO Sale	Sale or Financing Concessions
Res	Residential	Location & View
RH	USDA - Rural Housing	Sale or Financing Concessions
s	Settlement Date	Date of Sale/Time
Short	Short Sale	Sale or Financing Concessions
sf	Square Feet	Area, Site, Basement
Unk	Unknown	Date of Sale/Time
VA	Veterans Administration	Sale or Financing Concessions
w	Withdraw Date	Date of Sale/Time
wo	Walk Out Basement	Basement & Finished Rooms Below Grade
wu	Walk Up Basement	Basement & Finished Rooms Below Grade
WtrFr	Water Frontage	Location
Wtr	Water View	View
Woods	Woods View	View

ABBREVIATED ENTRY	OVERALL VIEW RATING
N	Neutral
B	Beneficial
A	Adverse

ABBREVIATED ENTRY	VIEW FACTOR
Wtr	Water View
Pstrl	Pastoral View
Woods	Woods View
Prk	Park View
Glfvw	Golf Course View
CtySky	City View Skyline View
Mtn	Mountain View
Res	Residential View
CtyStr	City Street View
Ind	Industrial View
PwrLn	Power Lines
LtdSght	Limited Sight
See Instructions Below	Other - Appraiser to enter a description of the view*

Other: If a view factor not on this list materially affects the value of the subject property, I the appraiser must enter a description of the view associated with the property (see second example below). The description entered must follow a reader of the appraisal report or understand what the view associated with the property actually is. Descriptors such as 'None', 'N/A', 'Typical', 'Average', etc., are unacceptable. Descriptions should be entered carefully because the same text will be represented in both the site section and the comparable sales grid for the subject property. The text must fit in the allowable space.

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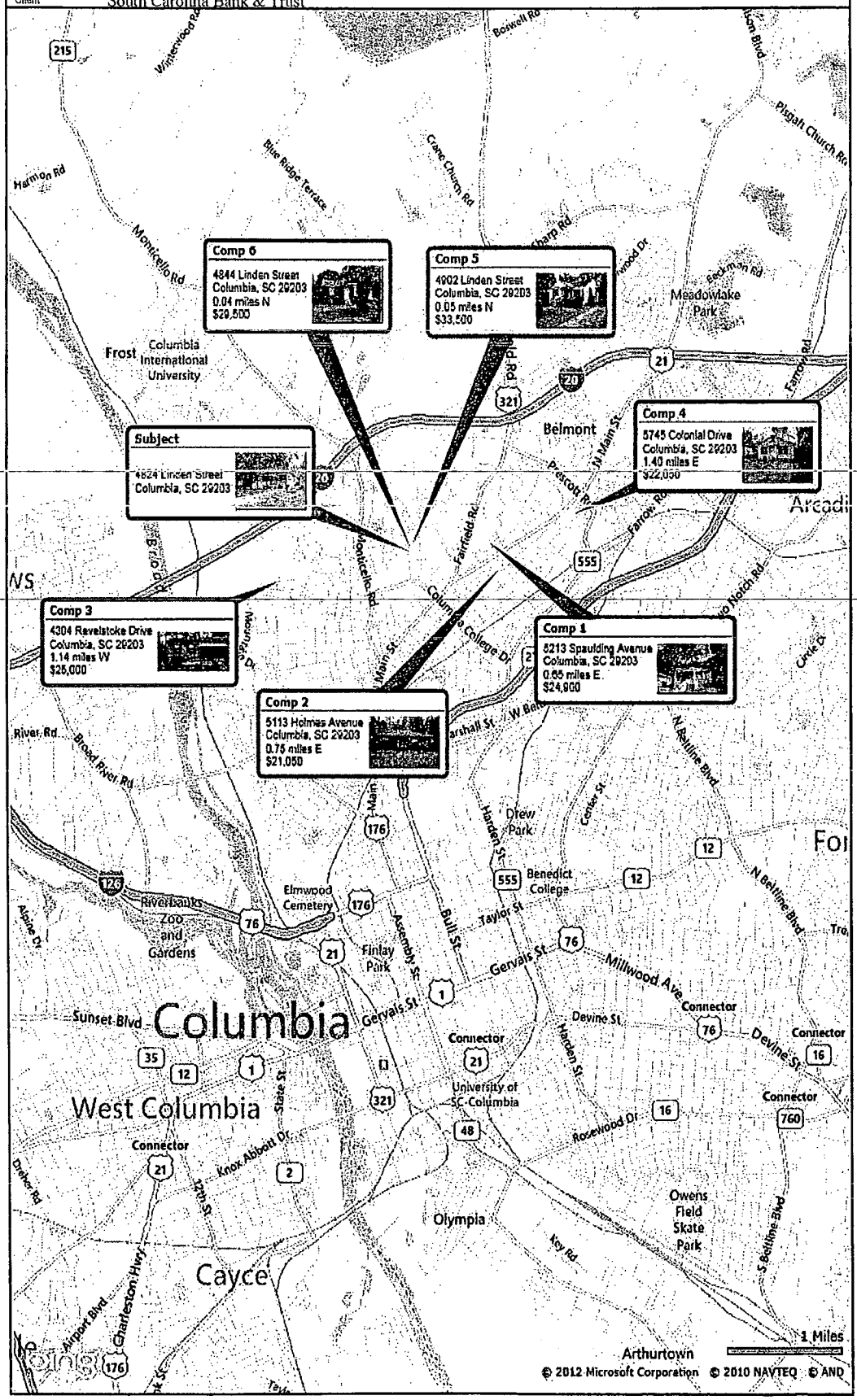
File No. 091217G

Location Map

Borrower or Owner N/A
Property Address 4824 Linden Street
City Columbia County Richland State SC Zip Code 29203
Client South Carolina Bank & Trust



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File No. 091217G

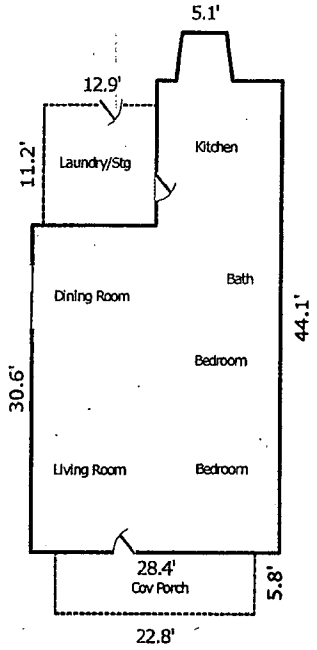
SKETCH ADDENDUM

Borrower or Owner N/A

Property Address 4824 Linden Street

City Columbia County Richland State SC Zip Code 29203

Client South Carolina Bank & Trust



Sketch by Apex Madre™

Comments:

AREA CALCULATIONS SUMMARY

Code	Description	Net Size	Net Totals
GLA1	First Floor	1088.2	1088.2
P/P	Encl Porch	144.5	
	Cov Porch	132.2	276.7
	Net LIVABLE Area	(rounded)	1088

LIVING AREA BREAKDOWN

Breakdown				Subtotals
First Floor				
0.5 x	4.5	x	0.7	1.6
	30.6	x	28.4	869.0
	13.5	x	14.3	193.1
0.5 x	0.7	x	4.5	1.6
	5.1	x	4.5	23.0
5 Items			(rounded)	1088

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File No. 091217G

PHOTOGRAPH ADDENDUM

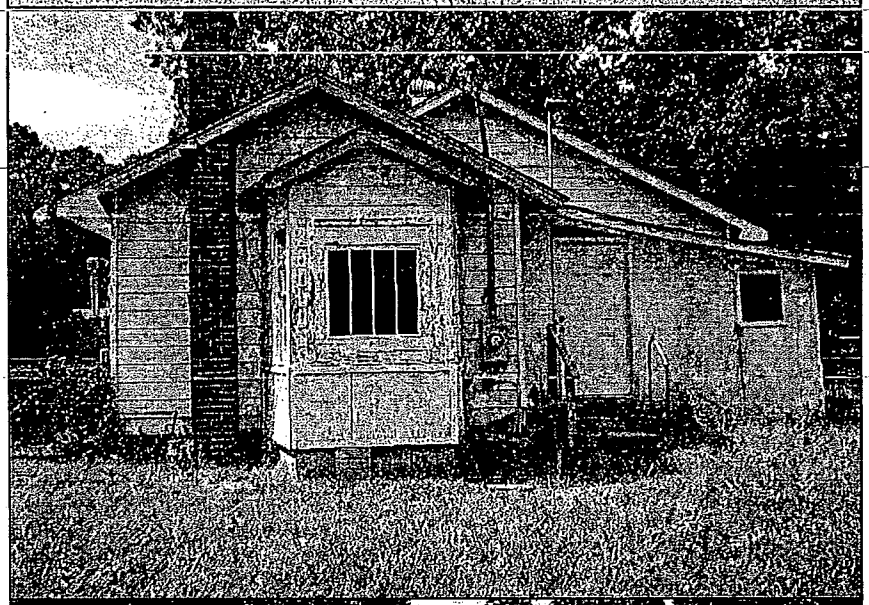
Borrower or Owner N/A

Property Address 4824 Linden Street

City Columbia County Richland State SC Zip Code 29203

Client South Carolina Bank & Trust

FRONT VIEW OF SUBJECT PROPERTY



REAR VIEW OF SUBJECT PROPERTY

STREET SCENE OF SUBJECT PROPERTY

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File No. 091217G

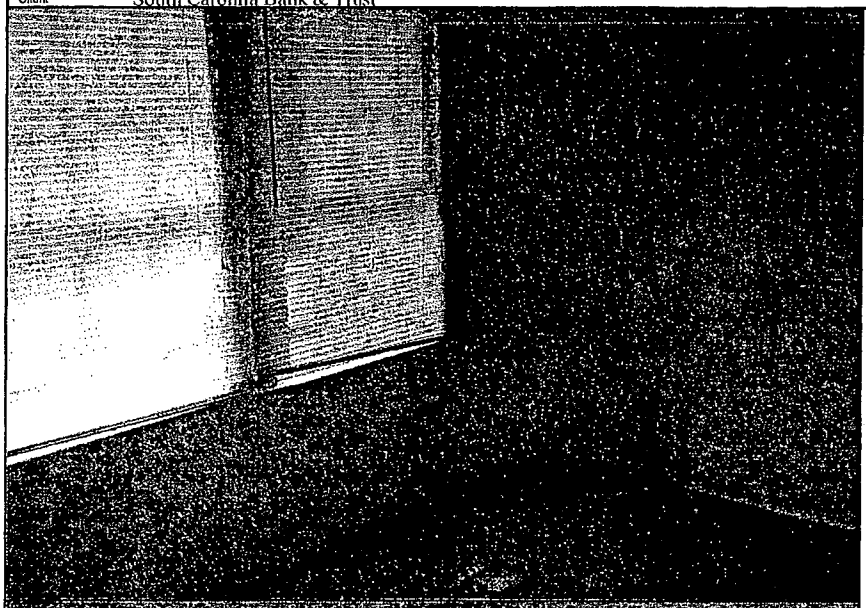
PHOTOGRAPH ADDENDUM

Borrower or Owner N/A

Property Address 4824 Linden Street

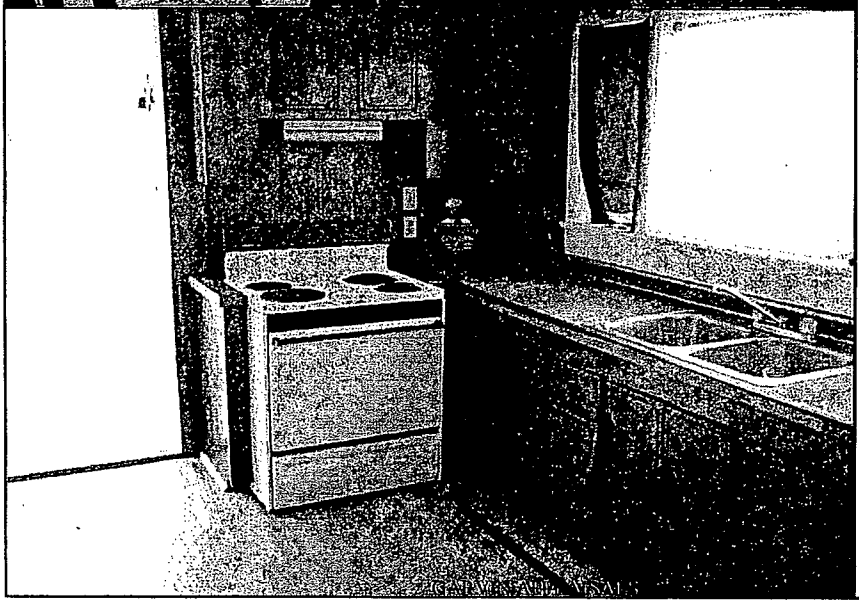
City Columbia County Richland State SC Zip Code 29203

Client South Carolina Bank & Trust



4824 Linden Street
LIVING ROOM

4824 Linden Street
DINING ROOM



4824 Linden Street
KITCHEN

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File No. 091217G

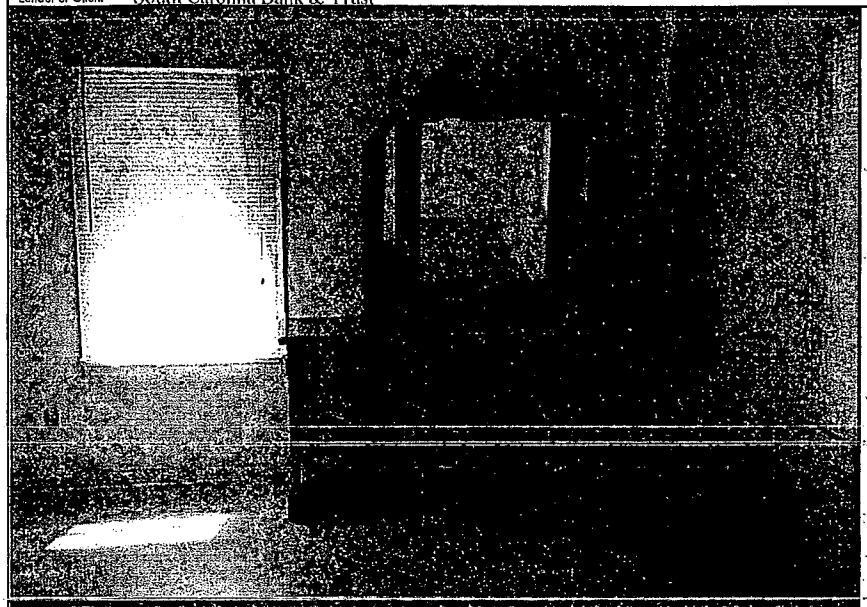
PHOTOGRAPH ADDENDUM

Borrower or Owner N/A

Property Address 4824 Linden Street

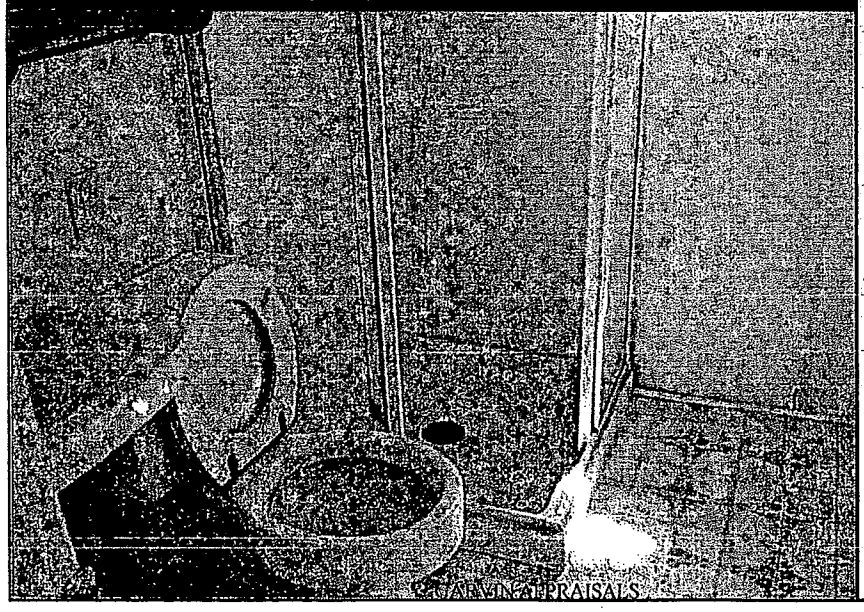
City Columbia County Richland State SC Zip Code 29203

Lender or Client South Carolina Bank & Trust



4824 Linden Street
BEDROOM

4824 Linden Street
BEDROOM



4824 Linden Street
BATH

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File No. 091217G

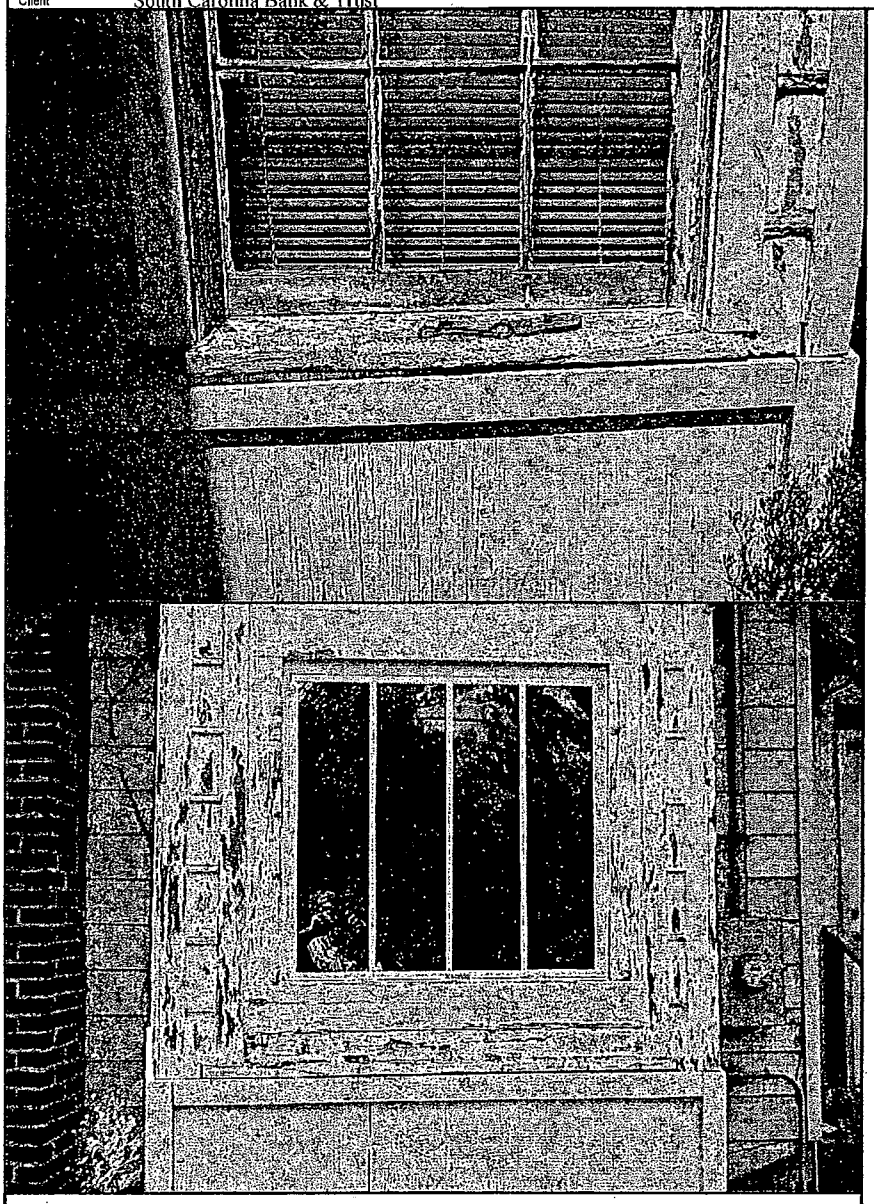
PHOTOGRAPH ADDENDUM

Borrower or Owner N/A

Property Address 4824 Linden Street

City Columbia County Richland State SC Zip Code 29203

Client South Carolina Bank & Trust



4824 Linden Street
PEELING PAIN

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File No. 091217G

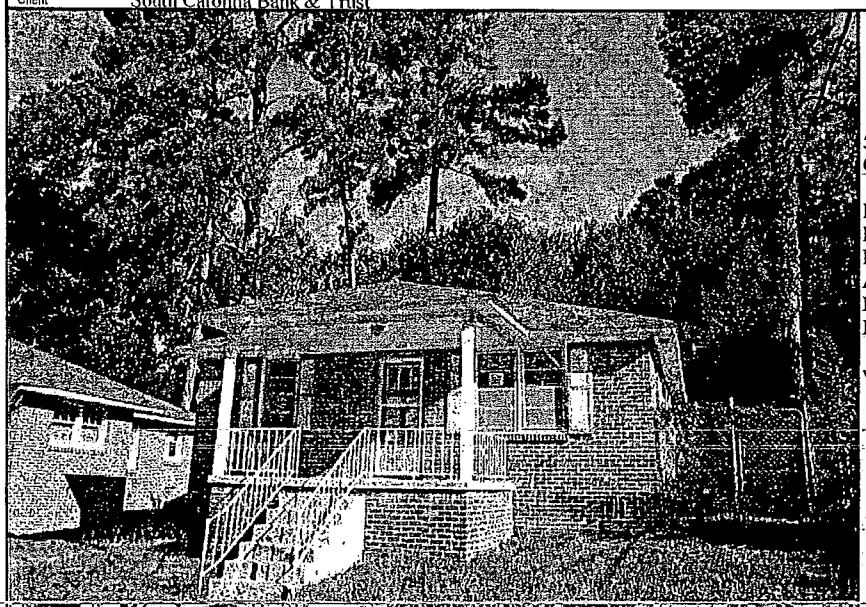
PHOTOGRAPH ADDENDUM

Borrower or Owner N/A

Property Address 4824 Linden Street

City Columbia County Richland State SC Zip Code 29203

Client South Carolina Bank & Trust



COMPARABLE #1

5213 Spaulding Avenue
Columbia, SC 29203

Price	$24,900
Price/SF	20.75
Date	s08/12;c08/12
Age	59
Room Count	5-2-1.0
Living Area	1,200
Value Indication	$24,600

COMPARABLE #2

5113 Holmes Avenue
Columbia, SC 29203

Price	$21,050
Price/SF	19.07
Date	s02/12;c02/12
Age	62
Room Count	5-2-1.0
Living Area	1,104
Value Indication	$21,050

COMPARABLE #3

4304 Revelstoke Drive
Columbia, SC 29203

Price	$25,000
Price/SF	27.47
Date	s06/12;c05/12
Age	42
Room Count	5-3-1.0
Living Area	910
Value Indication	$30,500

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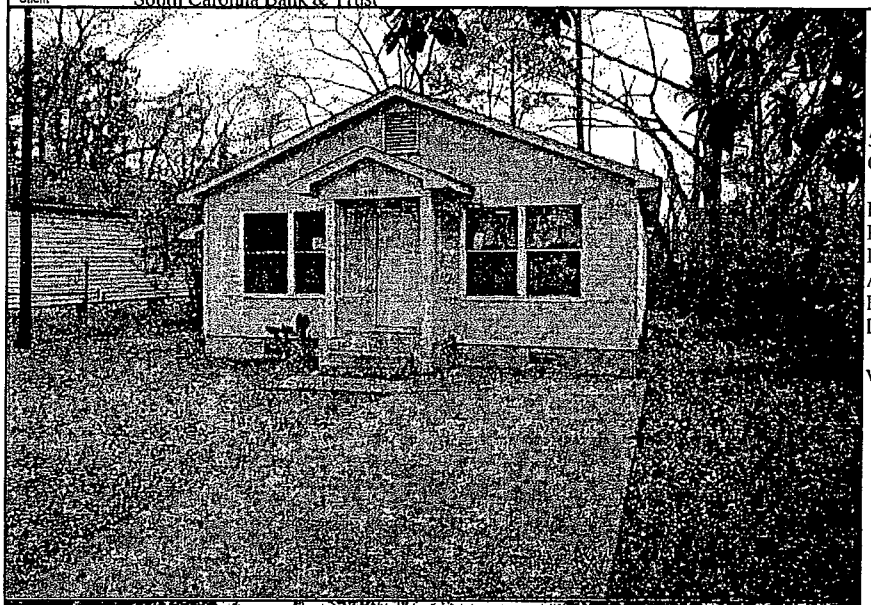
File No. 091217G

PHOTOGRAPH ADDENDUM

Borrower or Owner N/A
Property Address 4824 Linden Street
City Columbia County Richland State SC Zip Code 29203
Client South Carolina Bank & Trust



COMPARABLE #4

5745 Colonial Drive
Columbia, SC 29203

Price	$22,050
Price/SF	21.51
Date	s04/12;c03/12
Age	27
Room Count	5-3-1.1
Living Area	1,025
Value Indication	$24,150

COMPARABLE #5

4902 Linden Street
Columbia, SC 29203

Price	$33,500
Price/SF	33.50
Date	Active
Age	59
Room Count	5-2-1.0
Living Area	1,000
Value Indication	$35,700

COMPARABLE #6

4844 Linden Street
Columbia, SC 29203

Price	$29,500
Price/SF	31.93
Date	Active
Age	59
Room Count	5-2-1.0
Living Area	924
Value Indication	$34,600

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File No. 091217G

CURRENT LICENSES

Borrower or Owner N/A
Property Address 4824 Linden Street
City Columbia County Richland State SC Zip Code 29203
Client South Carolina Bank & Trust

State of South Carolina BCD 017249
Department of Labor, Licensing and Regulation
Real Estate Appraisers Board

EUGENE C GARVIN JR

Is hereby entitled in practice as a:

Certified Residential Appraiser

License Number: **2746**

Expiration Date: 06/30/2014 Tracey McCauley
OFFICE COPY Administrator

State of South Carolina BCD 025309
Department of Labor, Licensing and Regulation
Real Estate Appraisers Board

THOMAS E. GARVIN

Is hereby entitled in practice as a:

Certified Residential Appraiser

License Number: **4831**

Expiration Date: 06/30/2014 Tracey McCauley
OFFICE COPY Administrator

State of South Carolina BCD 025107
Department of Labor, Licensing and Regulation
Real Estate Appraisers Board

O'NEIL H. CANNON II

Is hereby entitled in practice as a:

Certified Residential Appraiser

License Number: **4543**

Expiration Date: 06/30/2014 Tracey McCauley
OFFICE COPY Administrator

ELECTRONICALLY FILED - 2018 May 01 4:16 PM - RICHLAND - COMMON PLEAS - CASE#2011CP4006317

Y FILED - 2018 May 01 4:08 PM - RICHLAND - COMMON PLEAS - CASE#2011CP4006318

Garvin Appraisals & Properties, LLC
5 Calendar Court, Suite 103
Columbia, SC 29206

August 30, 2017

Sean M. Foerster
Rogers Townsend & Thomas
P. O. Box 100200
Columbia, SC 29202

Re: SCBT, N.A. vs Sand Dollar 31, LLC; Rhonda Meisner
Civil Action #2011-CP-40-6317 and 2011-CP-40-6318

Dear Mr. Foerster:

I have contacted the defendant's appraiser, Angela Buckley, and we discussed our appraisals on the properties involved in this proceeding. I appraised 8391 Winnsboro Road, Blythewood, SC 29016 on 09/17/2012 as a manufactured home "as is" for $16,000. According to Ms. Buckley, she appraised this same property as a manufactured home on 09/14/2012 for $20,000 but "subject to" repair work totaling $4,530. If the repair work is deducted from the $20,000 opinion of value the net value of her appraisal is $15,470.

I appraised 4824 Linden Street, Columbia, SC 29203 on 09/13/2012 as a single family residential "as is" for $25,000. According to Ms. Buckley, she appraised this same property on 09/14/2012 for $31,000 but "subject to" repairs of $12,080. If the repair work is deducted from the $31,000 opinion of value the net value of her appraisal is $18,920. Her appraisals are "subject to" the repair work being completed and when and if that occurs then the values are the $20,000 for 8391 Winnsboro Road and $31,000 for 4824 Linden Street. I do not know if Ms. Buckley did any final inspections to determine if the repair work on either property was completed.

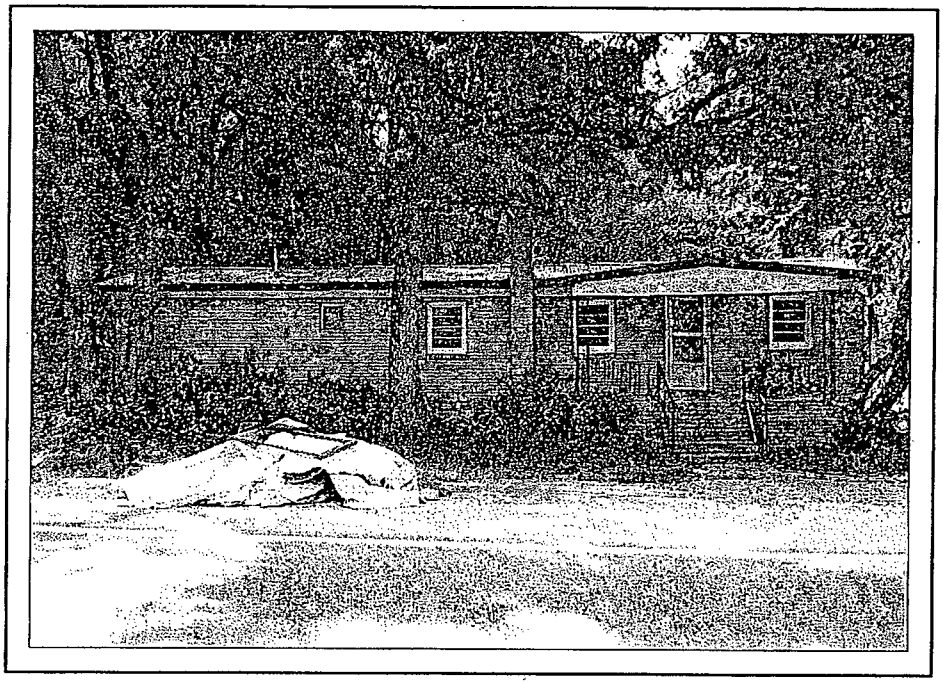
I stand by my opinion of value for both properties as of the effective date of my reports shown above. Ms. Buckley has not stated directly to me, but from my conversation I am convinced, that she would concur that she also stands by her opinion of value of the properties as of the effective dates of her appraisals shown above.

If you have any questions or need to discuss this further, please do not hesitate to contact me.

Yours truly

Eugene C. Garvin, Jr.
CR 2746

File No. 091218G



SUMMARY APPRAISAL REPORT

OF THE REAL PROPERTY LOCATED AT

8391 Winnsboro Road
Blythewood, SC 29016

for

South Carolina Bank & Trust
700 Gervais Street
Columbia, SC
29201

as of

09/17/2012

by

Eugene Garvin, Jr.
5 CALENDAR COURT STE 103
COLUMBIA, SC 29206

GARVIN APPRAISALS

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GARVIN APPRAISALS
5 CALENDAR COURT STE 103
COLUMBIA, SC 29206
803-779-4243

September 21, 2012

South Carolina Bank & Trust
700 Gervais Street
Columbia, SC
29201

Property -	8391 Winnsboro Road Blythewood, SC 29016
Borrower -	N/A
File No. -	091218G
Case No. -	

Dear :

In accordance with your request, I have prepared an appraisal of the real property located at 8391 Winnsboro Road, Blythewood, SC.

The purpose of the appraisal is to provide an opinion of the market value of the property described in the body of this report.

Enclosed, please find the Summary Report which describes certain data gathered during our investigation of the property. The methods of approach and reasoning in the valuation of the various physical and economic factors of the subject property are contained in this report.

An inspection of the property and a study of pertinent factors, including valuation trends and an analysis of neighborhood data, led the appraiser to the conclusion that the market value, as of 09/17/2012 is :

$16,000

The opinion of value expressed in this report is contingent upon the Limiting Conditions attached to this report.

It has been a pleasure to assist you. If I may be of further service to you in the future, please let me know.

Respectfully submitted,

GARVIN APPRAISALS

Eugene Garvin, Jr.
SC Certification #2746

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Manufactured Home Appraisal Report

File # 091218G

The purpose of this summary appraisal report is to provide the lender/client with an accurate, and adequately supported, opinion of the market value of the subject property.

SUBJECT

Property Address 8391 Winnsboro Road City Blythewood State SC Zip Code 29016
Borrower N/A Owner of Public Record SC Operating Room Equip. County Richland
Legal Description Deed Book 1157, Page 3375
Assessor's Parcel # 10100-01-12 Tax Year 2011 R.E. Taxes $ 512
Neighborhood Name Blythewood Map Reference Blythewood Census Tract 102.00
Occupant [ ] Owner [ ] Tenant [X] Vacant Project Type (if applicable) [ ] PUD [ ] Condominium [ ] Cooperative [ ] Other (describe)
Special Assessments $ N/A HOA $ N/A [ ] per year [ ] per month
Property Rights Appraised [X] Fee Simple [ ] Leasehold [ ] Other (describe)
Assignment Type [ ] Purchase Transaction [ ] Refinance Transaction [X] Other (describe) Determine Market Value for Client
Lender/Client South Carolina Bank & Trust Address 700 Gervais Street, Columbia, SC 29201
Is the subject property currently offered for sale or has it been offered for sale in the twelve months prior to the effective date of the appraisal? [ ] Yes [X] No
Report data source(s) used, offering price(s), and date(s). MLS

Manufactured homes located in either a condominium or cooperative project require the appraiser to inspect the project and complete the Project Information section of the Individual Condominium Unit Appraisal Report or the Individual Cooperative Interest Appraisal Report and attach it as an addendum to this report.

CONTRACT

I [ ] did [ ] did not analyze the contract for sale for the subject purchase transaction. Explain the results of the analysis of the contract for sale or why the analysis was not performed.

Contract Price$ Date of Contract Is the property seller the owner of public record? [ ] Yes [ ] No Data Source(s)
Is there any financial assistance (loan charges, sale concessions, gift or downpayment assistance, etc.) to be paid by any party on behalf of the borrower? [ ] Yes [ ] No
If Yes, report the total dollar amount and describe the items to be paid:

I [ ] did [X] did not analyze the manufacturer's invoice. Explain the results of the analysis of the manufacturer's invoice or why the analysis was not performed.
Invoice not available
Retailer's Name (New Construction) N/A

NEIGHBORHOOD

Note: Race and the racial composition of the neighborhood are not appraisal factors.

Neighborhood Characteristics		Manufactured Housing Trends		Manufactured Housing		Present Land Use %	
Location [ ] Urban [ ] Suburban [X] Rural		Property Values [ ] Increasing [X] Stable [ ] Declining		PRICE	AGE	One-Unit	40.0 %
Built-Up [ ] Over 75% [X] 25-75% [ ] Under 25%		Demand/Supply [ ] Shortage [X] In Balance [ ] Over Supply		$(000)	(yrs)	2-4 Unit	%
Growth [ ] Rapid [ ] Stable [X] Slow		Marketing Time [ ] Under 3 mths [ ] 3-6 mths [X] Over 6 mths		15	Low new	Multi-Family	%
Neighborhood Boundaries to the north by Wildflower Road & Muller Road, east & south by I-20, and west by SC Hwy 260.				65	High 50	Commercial	5.0 %
				30	Pred. 20	Other	55.0 %

Neighborhood Description The subject property is located approximately 15 miles north of the downtown Columbia area off on the Winnsboro Road in northern Richland County. This area allows for average access to employment centers, shopping and schools. *** See Additional Comments ***
Market Conditions (including support for the above conclusions) Market conditions are currently attractive as interest rates remain at historical lows. Property values in the neighborhood appear to be stable. Supply and demand are in balance with typical exposure times being over six months. *** See Additional Comments ***

SITE

Dimensions unable to obtain dimensions (tax map incl) Area .27+-ac Shape irregular View residential/woods
Specific Zoning Classification RU Zoning Description rural district manufactured homes allowed
Zoning Compliance [X] Legal [ ] Legal Nonconforming (Grandfathered Use) [ ] No Zoning [ ] Illegal (describe)
Is the highest and best use of the subject property as improved (or as proposed per plans and specifications) the present use? [X] Yes [ ] No If No, describe

Utilities	Public	Other (describe)		Public	Other (describe)	Off-site Improvements-Type	Public	Private
Electricity	[X]	[ ]	Water	[ ]	[X] well	Street asphalt	[X]	[ ]
Gas	[X]	[ ]	Sanitary Sewer	[ ]	[X] septic	Alley none	[ ]	[ ]

FEMA Special Flood Hazard Area [ ] Yes [X] No FEMA Flood Zone X FEMA Map # 4501700050 G FEMA Map Date 01/19/94
Are the utilities and off-site improvements typical for the market area? [X] Yes [ ] No If No, describe

Is the site size, shape and topography generally conforming to and acceptable in the market area? [X] Yes [ ] No If No, explain

Is there adequate vehicular access to the subject property? [X] Yes [ ] No If No, describe

Is the street properly maintained? [X] Yes [ ] No If No, describe

Are there any adverse site conditions or external factors (easements, encroachments, environmental conditions, land uses, etc.)? [ ] Yes [X] No If Yes, describe
However, your appraiser is not an environmental expert.

HUD DATA PLATE

The HUD Data Plate/Compliance Certificate is located on the interior of the subject and contains, among other things, the manufacturer's name, trade/model name, year manufactured and serial number. The HUD Certification Label is located on the exterior of each section of the home.
Is the HUD Data Plate/Compliance Certificate attached to the dwelling? [ ] Yes [X] No If Yes, identify the location. If No, provide the data source(s) for the HUD Data Plate/Compliance Certificate information. No HUD Data Plate/Compliance Certificate information available.
Is a HUD Certification Label attached to the exterior of each section of the dwelling? [ ] Yes [X] No If No, provide the data source(s) for the HUD Certification Label #'s
No HUD Data Plate/Compliance Certification Label #'s available.

Manufacturer's Serial #(s)/VIN #(s) Unknown
HUD Certification Label #(s) Unknown
Manufacturer's Name Unknown Trade/Model Unknown Date of Manufacture Unknown
Do the Wind, Roof Load, and Thermal Zones meet the minimum HUD requirements for the location of the subject property? [X] Yes [ ] No If No, explain
It is assumed that the subject property meets the HUD requirements for its location.

715

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Manufactured Home Appraisal Report

File # 091218G

GENERAL DESCRIPTION				FOUNDATION				EXTERIOR DESCRIPTION materials/condition		INTERIOR materials/condition	
# of Units	X One	Additions		Poured Concrete	Concrete Runners			Siding	brick veneer/fair	Floors	laminate/vinyl/avg
# of Stories	X 1	2	Other	X Block & Pier	Other-att. description			Exterior Walls	brick/masonite/fair	Walls	panel/drywall/avg
Design (Style)	single wide			Full Basement	Partial Basement			Roof Surface	metal/average	Trim/Finish	wood/avg
# of Sections	X 1	2	3	Basement Area	None sq. ft.			Gutters & Downspouts	none	Bath Floor	vinyl/fair
Other				Basement Finish	N/A %			Window Type	DH wood/metal/fair	Bath Wainscot	fibrlgs/fair
Type X Det.	Att.	S-Det./End Unit		N Outside Entry/Exit	N Sump Pump			Storm Sash/Insulated	none	Car Storage	None
X Existing	Proposed	Under Const.		Evidence of	N Infestation			Screens	partial/fair	X Driveway	# of Cars 2
Year Built 1969	Effective Age (Yrs) 30			N Dampness	N Settlement			Doors	wood/fair	Driveway Surface	concrete/dirt
Attic	X None			Heating X FWA	HWBB	Radiant		Amenities	WoodStove(s)#	Garage	# of Cars none
Drop Stair	Stairs			Other	Fuel gas			Fireplaces #	X Fence	Carport	# of Cars none
Floor	Scuttle			Cooling X Central Air Conditioning				Patio/Deck	X Porch	Attached	Detached
Finished	Heated			Individual	Other			Pool	Other	Built-In	

Appliances | Refrigerator | P Range/Oven | Dishwasher | Disposal | Microwave | Washer/Dryer | Other (describe)

Finished area **above** grade contains: 5 Rooms 3 Bedrooms 1 Bath(s) 920 Square Feet of Gross Living Area Above Grade

Describe any additions or modifications (decks, rooms, remodeling, etc.) The subject property appears to have originally been a single wide manufactured home that has been "bricked in" with a rear addition of two bedrooms & a hallway. The subject property has some panel walls. *** See Additional Comments ***

Installer's Name Unknown Date Installed Unknown Model year Unknown

Is the manufactured home attached to a permanent foundation system? X Yes No If No, describe foundation system and the manner of attachment.

Have the towing hitch, wheels, and axles been removed? X Yes No If No, explain.

Is the manufactured home permanently connected to a septic tank or sewage system and other utilities? X Yes No If No, explain

Does the dwelling have sufficient gross living area and room dimensions to be acceptable to the market? X Yes No If No, explain

Additional features (special energy efficient items, non-realty items, etc.) None

The appraiser must rate the quality of construction for the subject unit based on objective criteria (such as N.A.D.A. Manufactured Housing Appraisal Guide®, Marshall & Swift Residential Cost Handbook®, or other published cost service). The appraiser must also report the source used for this quality of construction rating determination.

Quality Poor Fair X Average Good Excellent Identify source of quality rating Marshall & Swift

Describe the condition of the property (including needed repairs, deterioration, renovations, remodeling, etc.). The subject property is considered to be in average to fair conditiion. The masonite portion of the exterior siding is deteriorating. At the time of the inspection and according to the owner, the HVAC system was not working and in need of repair. A free standing range was the only appliance in the kitchen. *** See Additional Comments ***

Are there any physical deficiencies or adverse conditions that affect the livability, soundness, or structural integrity of the property? Yes X No If Yes, describe

However, your appraiser could conduct a head & shoulders inspection of the crawl space only. It appears the subject foundations is block & brick piers on a brick curtain wall. *** See Additional Comments ***

Does the property generally conform to the neighborhood (functional utility, style, condition, use, construction, etc.)? X Yes No If No, describe

IMPROVEMENTS

Provide adequate information for the lender/client to replicate the below cost figures and calculations.

Support for the opinion of site value (summary of comparable land sales or other methods for estimating site value) The site value was estimated from closed sales and active listings in the MLS and information obtained from the Tax Assessor's Web site. The Cost Approach is not required.

ESTIMATED REPRODUCTION OR REPLACEMENT COST NEW

Source of cost data | Effective date of cost data | Quality rating from cost service

OPINION OF SITE VALUE		$	Exterior Dimensions of the Subject Unit		
Section One	Sq. ft. @ $	$	X	=	Sq. ft.
Section Two	Sq. ft. @ $	$	X	=	Sq. ft.
Section Three	Sq. ft. @ $	$	X	=	Sq. ft.
Section Four	Sq. ft. @ $	$	X	=	Sq. ft.
		$	Total Gross Living Area:		Sq. ft.
		$	Other Data Identification		
		$	N.A.D.A. Data Identification Info: Edition Mo: Yr:		
Sub-total:		$	MH State: Region: Size:	ft. x	ft.
Cost Multiplier (if applicable):		X	Gray pg. White pg. Black SVS pg.		
Modified Sub-total:			15 years and older Conversion Chart pg. Yellow pg.		
Physical Depreciation or Condition Modifier:			Comments:		
Functional Obsolescence (not used for N.A.D.A.):					
External Depreciation or State Location Modifier:					
Delivery, Installation, and Setup (not used for N.A.D.A.):		$			
Other Depreciated Site Improvements:		$			
Market Value of Subject Site (as supported above):		$ 10,000			
Indicated Value by Cost Approach		$	Estimated Remaining Economic Life (HUD and VA only)		Years

COST APPROACH

Summary of Cost Approach N/A

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Manufactured Home Appraisal Report

File # 091218G

There are 2 comparable properties currently offered for sale in the subject neighborhood ranging in price from $ 34900 to : $ 39900

There are 15 comparable sales in the subject neighborhood within the past twelve months ranging in sale price from $ 13000 to $ 40000

SALES COMPARISON APPROACH

FEATURE	SUBJECT	COMPARABLE SALE # 1		COMPARABLE SALE # 2		COMPARABLE SALE # 3	
Address	8391 Winnsboro Road Blythewood, SC 29016	303 Ashley Creek Drive Elgin, SC 29045		709 Big Fork Road Winnsboro, SC 29180		201 Robin Hood Road Elgin, SC 29045	
Proximity to Subject		16.33 miles E		6.26 miles NW		11.05 miles E	
Sale Price	$		$ 21,700		$ 16,000		$ 35,000
Sale Price/Gross Liv. Area	$ sq. ft.	$ 23.48 sq. ft.		$ 13.99 sq. ft.		$ 31.11 sq. ft.	
Manufactured Home		[X] Yes [ ] No		[X] Yes [ ] No		[X] Yes [ ] No	
Data Source(s)		MLS/Tax Assessor		MLS/Tax Assessor		MLS/Tax Assessor	
Verification Source(s)		Appraiser		Appraiser		Appraiser	
VALUE ADJUSTMENTS	DESCRIPTION	DESCRIPTION	+(-)$ Adjustment	DESCRIPTION	+(-)$ Adjustment	DESCRIPTION	+(-)$ Adjustment
Sale or Financing Concessions		cash no concessions		cash no concessions		unknown unknown	
Date of Sale/Time		06/18/12 closed		09/14/12 closed		02/08/12 closed	
Location	rural	rural		rural		rural	
Leasehold/Fee Simple	fee simple	fee simple		fee simple		fee simple	
Site	.27+-ac	1.04+-ac		1+-ac		1.31+-ac	-2,500
View	resident/woods	woods		resident/woods		resident/woods	
Design (Style)	manufactured	manufactured		manufactured		manufactured	
Quality of Construction	average	average		average		average	
Actual Age	43	20		15		15	
Condition	fair-average	average	-3,000	fair-average		average	-3,000
Above Grade Room Count (Total / Bdrms. / Baths)	5 / 3 / 1	5 / 2 / 2	-3,000	5 / 3 / 2	-3,000	5 / 2 / 2	-3,000
Gross Living Area	920 sq. ft.	924 sq. ft.		1,144 sq. ft.	-4,500	1,125 sq. ft.	-4,100
Basement & Finished Rooms Below Grade	none	none		none		none	
Functional Utility	good	good		good		good	
Heating/Cooling	central	central		none	+2,500	fwa/win units	+2,500
Energy Efficient Items	none	none		none		none	
Garage/Carport	none	none		single carport	-1,000	det dbl garage	-1,500
Porch/Patio/Deck	cpor	deck	+1,000	cpor		deck	+1,000
	no f/p	no f/p		one f/p	-1,000	one f/p	-1,000
Net Adjustment (Total)		[ ] + [X] -	$ -5,000	[ ] + [X] -	$ -7,000	[ ] + [X] -	$ -11,600
Adjusted Sale Price of Comparables		Net Adj. 23.04% Gross Adj 32.26%	$ 16,700	Net Adj. 43.75% Gross Adj 75.00%	$ 9,000	Net Adj. 33.14% Gross Adj 53.14%	$ 23,400

I [X] did [ ] did not research the sale or transfer history of the subject property and comparable sales. If not, explain

My research [X] did [ ] did not reveal any prior sales or transfers of the subject property for the three years prior to the effective date of this appraisal.

Data Source(s) bank source/Masters Report

My research [X] did [ ] did not reveal any prior sales or transfers of the comparable sales for the prior year to the date of sale of the comparable sale.

Data Source(s) Tax Assessor

Report the results of the research and analysis of the prior sale or transfer history of the subject property and comparable sales (report additional prior sales on page 4).

ITEM	SUBJECT	COMPARABLE SALE # 1	COMPARABLE SALE # 2	COMPARABLE SALE # 3
Date of Prior Sale/Transfer	08/08/2012	12/05/2011		02/08/12
Price of Prior Sale/Transfer	10,501	50,000		26,000
Data Source(s)	Masters Report	tax assessor/MLS	tax assessor/MLS	tax assessor/MLS
Effective Date of Data Source(s)	09/21/2012	09/21/2012	09/21/2012	09/21/2012

Analysis of prior sale or transfer history of the subject property and comparable sales The subject property and comp one were foreclosure sales as shown above. According to the MLS, comp three was an estate sale as shown above. According to the tax assessor's office there were no other prior sales of the subject property within the previous 36 months and no prior sales on comp two within the previous 12 months from the sales date posted above.

Summary of Sales Comparison Approach All three comps are manufactured homes in similar settings as the subject. Based on information obtained from the tax assessor's office a slight adjustment is made for comp three under the "site" item. According to the comments and interior photos posted in the MLS, comps one & three differ slightly as to "condition". Comp three is dated. All three comps exceed the proximity guidelines and the adjustments for all three comps are excessive. This is typical & unavoidable when appraising manufactured homes in this type of rural setting in northern Richland County due to a lack of recent sales in the immediate neighborhood. For valuation purposes, the use of all three comps to determine market value is warranted. *** See Additional Comments ***

Indicated Value by Sales Comparison Approach $ 16,000

RECONCILIATION

Indicated Value by: Sales Comparison Approach $ 16,000 Cost Approach $ Not Required Income Approach (If developed) $ N/A

This appraisal is made [ ] "as is," [ ] subject to completion per plans and specifications on the basis of a hypothetical condition that the improvements have been completed, [X] subject to the following repairs or alterations on the basis of a hypothetical condition that the repairs or alterations have been completed, or [ ] subject to the following required inspection based on the extraordinary assumption that the condition or deficiency does not require alteration or repair. subject to the HVAC system being repaired and becoming operational.

Based on a complete visual inspection of the interior and exterior areas of the subject property, defined scope of work, statement of assumptions and limiting conditions, and appraiser's certification, my (our) opinion of the market value, as defined, of the real property that is the subject of this report is $ 16,000 , as of 09/17/2012 , which is the date of inspection and the effective date of this appraisal.

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Manufactured Home Appraisal Report

File # 091218G

ADDITIONAL COMMENTS

This appraisal report is not intended to be used for insurance purposes. I have performed no other services, as an appraiser or in any other capacity, regarding the property that is the subject of the work under review within the three year period immediately preceding acceptance of this assignment.This report has been electronically prepared in compliance with the USPAP Guidelines which included a digital signature and adequate security measures in place to protect the integrity of the data produced by the appraiser. There is no personal property included in the value opinion of the subject property.

INCOME

INCOME APPROACH TO VALUE (not required by Fannie Mae.)

Estimated Monthly Market Rent $ | X Gross Rent Multiplier | = $ | Indicated Value by Income Approach

Summary of Income Approach (including support for market rent and GRM) N/A

PUD INFORMATION

PROJECT INFORMATION FOR PUDs (if applicable)

Is the developer/builder in control of the Homeowners' Association (HOA)? ☐ Yes ☐ No Unit type(s) ☐ Detached ☐ Attached

Provide the following information for PUDs ONLY if the developer/builder is in control of the HOA and the subject property is an attached dwelling unit.

Legal name of project N/A

Total number of phases	Total number of units	Total number of units sold
Total number of units rented	Total number of units for sale	Data Source(s)

Was the project created by the conversion of existing building(s) into a PUD? ☐ Yes ☐ No If Yes, date of conversion

Does the project contain any multi-dwelling units? ☐ Yes ☐ No Data Source(s)

Are the units, common elements, and recreation facilities complete? ☐ Yes ☐ No If No, describe the status of completion.

Are the common elements leased to or by the Homeowners' Association? ☐ Yes ☐ No If Yes, describe the rental terms and options.

Describe common elements and recreational facilities.

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ADDITIONAL COMMENTS

Borrower or Owner N/A
Property Address 8391 Winnsboro Road
City Blythewood County Richland State SC Zip Code 29016
Lender or Client South Carolina Bank & Trust

SCOPE OF THE APPRAISAL
The Owner of Public Record is the South Carolina Operating Room Equipment, LLC.

NEIGHBORHOOD DESCRIPTION
There is a variety of properties in the general neighborhood including manufactured homes, bungalow residential properties, custom built medium to large homes on multiple acre sites, commercial properties and vacant land. Overall marketability and acceptance for this area is average. The subject property is considered to be on the fringe of the popular Blythewood community.

MARKET CONDITIONS
Homes in the neighborhood are typically financed with VA, FHA and conventional loans with the buyer and seller negotiating closing costs. The exposure time is the estimated length of time that the property interest being appraised would have been offered on the market prior to the hypothetical consummation of a sale at market value on the effective date of the appraisal. Exposure time is a retrospective opinion based on an anyalysis of past events assuming competitive and open market. The 55% "Other" under the Percent Land Use section above is vacant land.

ADDITIONS / MODIFICATIONS TO SUBJECT
6.5' to 7' ceilings, no attic access found by your appraiser, and block pier foundation. These are all characteristics of a manufactured home. The Richland County Tax Assessor's office indicates the "County Use Code" as Mobile Home and the "Universal Lane Use" as Mobile Home. Therefore, your appraiser is making the assumption that the subject property is a modified manufactured home.

CONDITION OF PROPERTY
There is some type of heating device located in the living room. It is not known if this is a supplemental heating device or if it is operational. The current owner did not know what this was or if it was operational. The power was on and water was on. It appears at one time there was a detached double carport adjacent to the dwelling; however the roof has been removed and the area is now a double car parking pad. Overall quality of construction is considered to be average. There is no functional obsolesence noted. There is a slight degree of external obsolesence due to the subject location on a heavily traveled major road. Physical depreciation is typical of properties of similar age, maintenance and quality of construction.

LIVABILITY, SOUNDESS, STRUCTURAL INTEGRITY
Your appraiser cannot certify to the soundness of the foundation.

SUMMARY OF SALES COMPARISON APPROACH
A final value opinion of $16,000 is within market range. The Intended User of this appraisal report is the Client. The Intended Use is to evaluate the property that is the subject of this appraisal for bank purposes, subject to the stated Scope of Work, purpose of the appraisal, reporting requirements of the appraisal form, and Definition of Market Value. No additional Users are identified by the appraiser.

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This report form is designed to report an appraisal of a one-unit manufactured home; including a manufactured home in a planned unit development (PUD). A Manufactured home located in either a condominium or cooperative project requires the appraiser to inspect the project and complete the project information section of the Individual Condominium Unit Appraisal Report or the Individual Cooperative Interest Appraisal Report and attach it as an addendum to this report.

This appraisal report is subject to the following scope of work, intended use, intended user, definition of market value, statement of assumptions and limiting conditions, and certifications. Modifications, additions, or deletions to the intended use, intended user, definition of market value, or assumptions and limiting conditions are not permitted. The appraiser may expand the scope of work to include any additional research or analysis necessary based on the complexity of this appraisal assignment. Modifications or deletions to the certifications are also not permitted. However, additional certifications that do not constitute material alterations to this appraisal report, such as those required by law or those related to the appraiser's continuing education or membership in an appraisal organization, are permitted.

SCOPE OF WORK: The scope of work for this appraisal is defined by the complexity of this appraisal assignment and the reporting requirements of this appraisal report form, including the following definition of market value, statement of assumptions and limiting conditions, and certifications. The appraiser must, at a minimum: (1) perform a complete visual inspection of the interior and exterior areas of the subject property, (2) inspect the neighborhood, (3) inspect each of the comparable sales from at least the street, (4) research, verify, and analyze data from reliable public and/or private sources, and (5) report his or her analysis, opinions, and conclusions in this appraisal report.

INTENDED USE: The intended use of this appraisal report is for the lender/client to evaluate the property that is the subject of this appraisal for a mortgage finance transaction.

INTENDED USER: The intended user of this appraisal report is the lender/client.

DEFINITION OF MARKET VALUE: The most probable price which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller, each acting prudently, knowledgeably and assuming the price is not affected by undue stimulus. Implicit in this definition is the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby: (1) buyer and seller are typically motivated; (2) both parties are well informed or well advised, and each acting in what he or she considers his or her own best interest; (3) a reasonable time is allowed for exposure in the open market; (4) payment is made in terms of cash in U. S. dollars or in terms of financial arrangements comparable thereto; and (5) the price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions* granted by anyone associated with the sale.

*Adjustments to the comparables must be made for special or creative financing or sales concessions. No adjustments are necessary for those costs which are normally paid by sellers as a result of tradition or law in a market area; these costs are readily identifiable since the seller pays these costs in virtually all sales transactions. Special or creative financing adjustments can be made to the comparable property by comparisons to financing terms offered by a third party institutional lender that is not already involved in the property or transaction. Any adjustment should not be calculated on a mechanical dollar for dollar cost of the financing or concession but the dollar amount of any adjustment should approximate the market's reaction to the financing or concessions based on the appraiser's judgment.

STATEMENT OF ASSUMPTIONS AND LIMITING CONDITIONS: The appraiser's certification in this report is subject to the following assumptions and limiting conditions:

1. The appraiser will not be responsible for matters of a legal nature that affect either the property being appraised or the title to it, except for information that he or she became aware of during the research involved in performing this appraisal. The appraiser assumes that the title is good and marketable and will not render any opinions about the title.

2. The appraiser has provided a sketch in this appraisal report to show approximate dimensions of the improvements. The sketch is included only to assist the reader in visualizing the property and understanding the appraiser's determination of its size.

3. The appraiser has examined the available flood maps that are provided by the Federal Emergency Management Agency (or other data sources) and has noted in this appraisal report whether any portion of the subject site is located in an identified Special Flood Hazard Area. Because the appraiser is not a surveyor, he or she makes no guarantees, express or implied, regarding this determination.

4. The appraiser will not give testimony or appear in court because he or she made an appraisal of the property in question, unless specific arrangements to do so have been made beforehand, or as otherwise required by law.

5. The appraiser has noted in this appraisal report any adverse conditions (such as needed repairs, deterioration, the presence of hazardous wastes, toxic substances, etc.) observed during the inspection of the subject property or that he or she became aware of during the research involved in performing this appraisal. Unless otherwise stated in this appraisal report, the appraiser has no knowledge of any hidden or unapparent physical deficiencies or adverse conditions of the property (such as, but not limited to, needed repairs, deterioration, the presence of hazardous wastes, toxic substances, adverse environmental conditions, etc.) that would make the property less valuable, and has assumed that there are no such conditions and makes no guarantees or warranties, express or implied. The appraiser will not be responsible for any such conditions that do exist or for any engineering or testing that might be required to discover whether such conditions exist. Because the appraiser is not an expert in the field of environmental hazards, this appraisal report must not be considered as an environmental assessment of the property.

6. The appraiser has based his or her appraisal report and valuation conclusion for an appraisal that is subject to satisfactory completion, repairs, or alterations on the assumption that the completion, repairs, or alterations of the subject property will be performed in a professional manner.

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APPRAISER'S CERTIFICATION: The Appraiser certifies and agrees that:

1. I have, at a minimum, developed and reported this appraisal in accordance with the scope of work requirements stated in this appraisal report.

2. I performed a complete visual inspection of the interior and exterior areas of the subject property. I reported the condition of the improvements in factual, specific terms. I identified and reported the physical deficiencies that could affect the livability, soundness, or structural integrity of the property.

3. I performed this appraisal in accordance with the requirements of the Uniform Standards of Professional Appraisal Practice that were adopted and promulgated by the Appraisal Standards Board of The Appraisal Foundation and that were in place at the time this appraisal report was prepared.

4. I developed my opinion of the market value of the real property that is the subject of this report based on the sales comparison approach to value. I also developed the cost approach to value as support for the sales comparison approach. I have adequate comparable market and cost data to develop reliable sales comparison and cost approaches for this appraisal assignment. I further certify that I considered the income approach to value but did not develop it, unless otherwise indicated in this report.

5. I researched, verified, analyzed, and reported on any current agreement for sale for the subject property, any offering for sale of the subject property in the twelve months prior to the effective date of this appraisal, and the prior sales of the subject property for a minimum of three years prior to the effective date of this appraisal, unless otherwise indicated in this report.

6. I researched, verified, analyzed, and reported on the prior sales of the comparable sales for a minimum of one year prior to the date of sale of the comparable sale, unless otherwise indicated in this report.

7. I selected and used comparable sales that are locationally, physically, and functionally the most similar to the subject property.

8. I have not used comparable sales that were the result of combining a land sale with the contract purchase price of a home that has been built or will be built on the land.

9. I have reported adjustments to the comparable sales that reflect the market's reaction to the differences between the subject property and the comparable sales.

10. I verified, from a disinterested source, all information in this report that was provided by parties who have a financial interest in the sale or financing of the subject property.

11. I have knowledge and experience in appraising this type of property in this market area.

12. I am aware of, and have access to, the necessary and appropriate public and private data sources, such as multiple listing services, tax assessment records, public land records and other such data sources for the area in which the property is located.

13. I obtained the information, estimates, and opinions furnished by other parties and expressed in this appraisal report from reliable sources that I believe to be true and correct.

14. I have taken into consideration the factors that have an impact on value with respect to the subject neighborhood, subject property, and the proximity of the subject property to adverse influences in the development of my opinion of market value. I have noted in this appraisal report any adverse conditions (such as, but not limited to, needed repairs, deterioration, the presence of hazardous wastes, toxic substances, adverse environmental conditions, etc.) observed during the inspection of the subject property or that I became aware of during the research involved in performing this appraisal. I have considered these adverse conditions in my analysis of the property value, and have reported on the effect of the conditions on the value and marketability of the subject property.

15. I have not knowingly withheld any significant information from this appraisal report and, to the best of my knowledge, all statements and information in this appraisal report are true and correct.

16. I stated in this appraisal report my own personal, unbiased, and professional analysis, opinions, and conclusions, which are subject only to the assumptions and limiting conditions in this appraisal report.

17. I have no present or prospective interest in the property that is the subject of this report, and I have no present or prospective personal interest or bias with respect to the participants in the transaction. I did not base, either partially or completely, my analysis and/or opinion of market value in this appraisal report on the race, color, religion, sex, age, marital status, handicap, familial status, or national origin of either the prospective owners or occupants of the subject property or of the present owners or occupants of the properties in the vicinity of the subject property or on any other basis prohibited by law.

18. My employment and/or compensation for performing this appraisal or any future or anticipated appraisals was not conditioned on any agreement or understanding, written or otherwise, that I would report (or present analysis supporting) a predetermined specific value, a predetermined minimum value, a range or direction in value, a value that favors the cause of any party, or the attainment of a specific result or occurrence of a specific subsequent event (such as approval of a pending mortgageloanapplication).

19. I personally prepared all conclusions and opinions about the real estate that were set forth in this appraisal report. If I relied on significant real property appraisal assistance from any individual or individuals in the performance of this appraisal or the preparation of this appraisal report, I have named such individual(s) and disclosed the specific tasks performed in this appraisal report. I certify that any individual so named is qualified to perform the tasks. I have not authorized anyone to make a change to any item in this appraisal report; therefore, any change made to this appraisal is unauthorized and I will take no responsibility for it.

20. I identified the lender/client in this appraisal report who is the individual, organization, or agent for the organization that ordered and will receive this appraisal report.

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21. The lender/client may disclose or distribute this appraisal report to: the borrower; another lender at the request of the borrower; the mortgagee or its successors and assigns; mortgage insurers; government sponsored enterprises; other secondary market participants; data collection or reporting services; professional appraisal organizations; any department, agency, or instrumentality of the United States; and any state, the District of Columbia, or other jurisdictions; without having to obtain the appraiser's or supervisory appraiser's (if applicable) consent. Such consent must be obtained before this appraisal report may be disclosed or distributed to any other party (including, but not limited to, the public through advertising, public relations, news, sales, or other media).

22. I am aware that any disclosure or distribution of this appraisal report by me or the lender/client may be subject to certain laws and regulations. Further, I am also subject to the provisions of the Uniform Standards of Professional Appraisal Practice that pertain to disclosure or distribution by me.

23. The borrower, another lender at the request of the borrower, the mortgagee or its successors and assigns, mortgage insurers, government sponsored enterprises, and other secondary market participants may rely on this appraisal report as part of any mortgage finance transaction that involves any one or more of these parties.

24. If this appraisal report was transmitted as an "electronic record" containing my "electronic signature," as those terms are defined in applicable federal and/or state laws (excluding audio and video recordings), or a facsimile transmission of this appraisal report containing a copy or representation of my signature, the appraisal report shall be as effective, enforceable and valid as if a paper version of this appraisal report were delivered containing my original hand written signature.

25. Any intentional or negligent misrepresentation(s) contained in this appraisal report may result in civil liability and/or criminal penalties including, but not limited to, fine or imprisonment or both under the provisions of Title 18, United States Code, Section 1001, et seq., or similar state laws.

SUPERVISORY APPRAISER'S CERTIFICATION: The Supervisory Appraiser certifies and agrees that:

1. I directly supervised the appraiser for this appraisal assignment, have read the appraisal report, and agree with the appraiser's analysis, opinions, statements, conclusions, and the appraiser's certification.

2. I accept full responsibility for the contents of this appraisal report including, but not limited to, the appraiser's analysis, opinions, statements, conclusions, and the appraiser's certification.

3. The appraiser identified in this appraisal report is either a sub-contractor or an employee of the supervisory appraiser (or the appraisal firm), is qualified to perform this appraisal, and is acceptable to perform this appraisal under the applicable state law.

4. This appraisal report complies with the Uniform Standards of Professional Appraisal Practice that were adopted and promulgated by the Appraisal Standards Board of The Appraisal Foundation and that were in place at the time this appraisal report was prepared.

5. If this appraisal report was transmitted as an "electronic record" containing my "electronic signature," as those terms are defined in applicable federal and/or state laws (excluding audio and video recordings), or a facsimile transmission of this appraisal report containing a copy or representation of my signature, the appraisal report shall be as effective, enforceable and valid as if a paper version of this appraisal report were delivered containing my original hand written signature.

APPRAISER

Signature _____
Name Eugene Garvin, Jr.
Company Name GARVIN APPRAISALS
Company Address 5 CALENDAR COURT STE 103
COLUMBIA, SC 29206
Telephone Number 803-779-4243
Email Address ecgarvin@garvinappraisals.com
Date of Signature and Report September 21, 2012
Effective Date of Appraisal 09/17/2012
State Certification # 2746
or State License # _____
or Other _____
State SC
Expiration Date of Certification or License 06/30/2014

ADDRESS OF PROPERTY APPRAISED
8391 Winnsboro Road
Blythewood, SC 29016

APPRAISED VALUE OF SUBJECT PROPERTY $ 16,000

LENDER/CLIENT
Name _____
Company Name South Carolina Bank & Trust
Company Address 700 Gervais Street, Columbia, SC 29201
Email Address _____

SUPERVISORY APPRAISER (ONLY IF REQUIRED)

Signature _____
Name _____
Company Name _____
Company Address _____
_____
Telephone Number _____
Email Address _____
Date of Signature _____
State Certification # _____
or State License # _____
State _____
Expiration Date of Certification or License _____

SUBJECT PROPERTY

☐ Did not inspect subject property
☐ Did inspect exterior of subject property from street
Date of Inspection _____
☐ Did inspect interior and exterior of subject property
Date of Inspection _____

COMPARABLE SALES

☐ Did not inspect exterior of comparable sales from street
☐ Did inspect exterior of comparable sales from street
Date of Inspection _____

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Market Conditions Addendum to the Appraisal Report File No. 091218G

The purpose of this addendum is to provide the lender/client with a clear and accurate understanding of the market trends and conditions prevalent in the subject neighborhood. This is a required addendum for all appraisal reports with an effective date on or after April 1, 2009.

Property Address 8391 Winnsboro Road City Blythewood State SC ZIP Code 29016

Borrower N/A

Instructions: The appraiser must use the information required on this form as the basis for his/her conclusions, and must provide support for those conclusions, regarding housing trends and overall market conditions as reported in the Neighborhood section of the appraisal report form. The appraiser must fill in all the information to the extent it is available and reliable and must provide analysis as indicated below. If any required data is unavailable or is considered unreliable, the appraiser must provide an explanation. It is recognized that not all data sources will be able to provide data for the shaded areas below; if it is available, however, the appraiser must include the data in the analysis. If data sources provide the required information as an average instead of the median, the appraiser should report the available figure and identify it as an average. Sales and listings must be properties that compete with the subject property, determined by applying the criteria that would be used by a prospective buyer of the subject property. The appraiser must explain any anomalies in the data, such as seasonal markets, new construction, foreclosures, etc.

MARKET RESEARCH & ANALYSIS

Inventory Analysis	Prior 7-12 Months	Prior 4-6 Months	Current - 3 Months	Overall Trend
Total # of Comparable Sales (Settled)	5	7	3	[ ] Increasing [X] Stable [ ] Declining
Absorption Rate (Total Sales/Months)	0.83	2.33	1.00	[ ] Increasing [X] Stable [ ] Declining
Total # of Comparable Active Listings	4	2	2	[ ] Declining [X] Stable [ ] Increasing
Months of Housing Supply (Total Listings/Ab.Rate)	4.80	0.86	2.00	[ ] Declining [X] Stable [ ] Increasing
Median Sale & List Price, DOM, Sale/List %	Prior 7-12 Months	Prior 4-6 Months	Current - 3 Months	Overall Trend
Median Comparable Sale Price	$26,000	$32,500	$25,000	[ ] Increasing [X] Stable [ ] Declining
Median Comparable Sales Days on Market	54	54	20	[X] Declining [ ] Stable [ ] Increasing
Median Comparable List Price	$33,950	$22,450	$37,400	[ ] Increasing [X] Stable [ ] Declining
Median Comparable Listings Days on Market	63.5	51.5	64	[ ] Declining [X] Stable [ ] Increasing
Median Sale Price as % of List Price	94.59%	90.26%	90.12%	[ ] Increasing [X] Stable [ ] Declining
Seller-(developer, builder, etc.) paid financial assistance prevalent?	[X] Yes [ ] No			[ ] Declining [X] Stable [ ] Increasing

Explain in detail the seller concessions trends for the past 12 months (e.g., seller contributions increased from 3% to 5%, increasing use of buydowns, closing costs, condo fees, options, etc.). Seller concessions are typical for this neighborhood and that trend has held steady for the previous 12 months. It does not appear that these concessions are increasing, but as always they are negotiated by the seller & borrower.

Are foreclosure sales (REO sales) a factor in the market? [X] Yes [ ] No If yes, explain (including the trends in listings and sales of foreclosed properties). Foreclosure sales do occur in this particular market. In the past they were purchased by investors who would repair or renovate the properties and place them back on the market at competitive prices. However with the banks now reluctant to make investor loans they are directly listing REO and often accepting below market offers.

Cite data sources for above information. tax assessor's office/MLS/appraiser's office data

Summarize the above information as support for your conclusions in the Neighborhood section of the appraisal report form. If you used any additional information, such as an analysis of pending sales and/or expired and withdrawn listings, to formulate your conclusions, provide both an explanation and support for your conclusions.

The above data supports the information in the Neighborhood section of the appraisal report. There has been a slowdown of sales in the general area due to the current economic conditions. Due to limited sales, it is difficult to determine if any significant trends have been established.

CONDO/COOP PROJECTS

If the subject is a unit in a condominium or cooperative project, complete the following: **Project Name:**

Subject Project Data	Prior 7-12 Months	Prior 4-6 Months	Current - 3 Months	Overall Trend
Total # of Comparable Sales (Settled)				[ ] Increasing [ ] Stable [ ] Declining
Absorption Rate (Total Sales/Months)				[ ] Increasing [ ] Stable [ ] Declining
Total # of Active Comparable Listings				[ ] Declining [ ] Stable [ ] Increasing
Months of Unit Supply (Total Listings/Ab. Rate)				[ ] Declining [ ] Stable [ ] Increasing

Are foreclosure sales (REO sales) a factor in the project? [ ] Yes [ ] No If yes, indicate the number of REO listings and explain the trends in listings and sales of foreclosed properties.

Summarize the above trends and address the impact on the subject unit and project.

APPRAISER

Signature	Signature
Appraiser Name Eugene Garvin, Jr.	Appraiser Name
Company Name GARVIN APPRAISALS	Company Name
Company Address 5 CALENDAR COURT STE 103, COLUMBIA, SC 29206	Company Address
State License/Certification # 2746 State SC	State License/Certification # State
Email Address ecgarvin@garvinappraisals.com	Email Address

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723

File No. 091218G

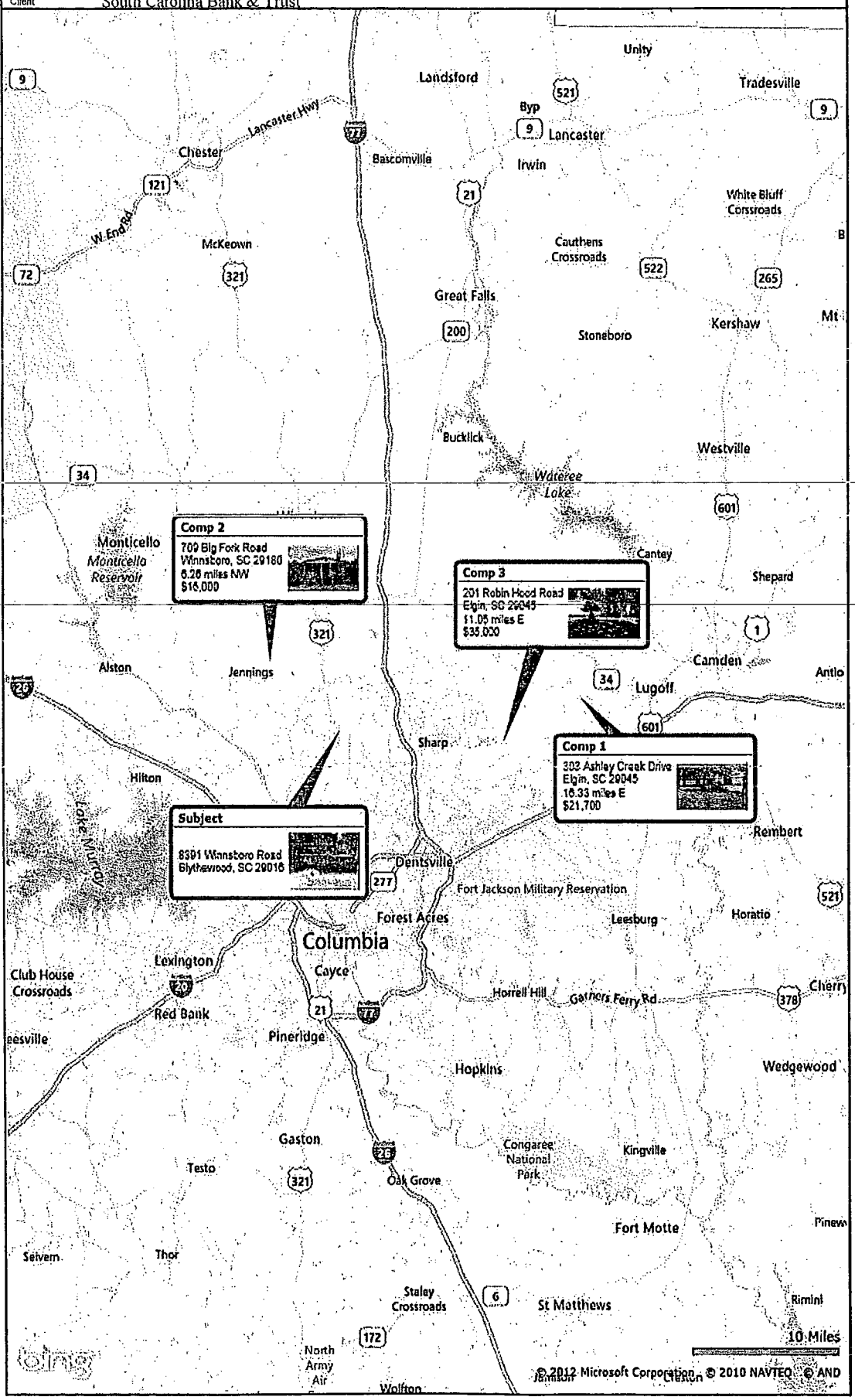
Location Map

Borrower or Owner N/A

Property Address 8391 Winnsboro Road

City Blythewood County Richland State SC Zip Code 29016

Client South Carolina Bank & Trust



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File No. 091218G

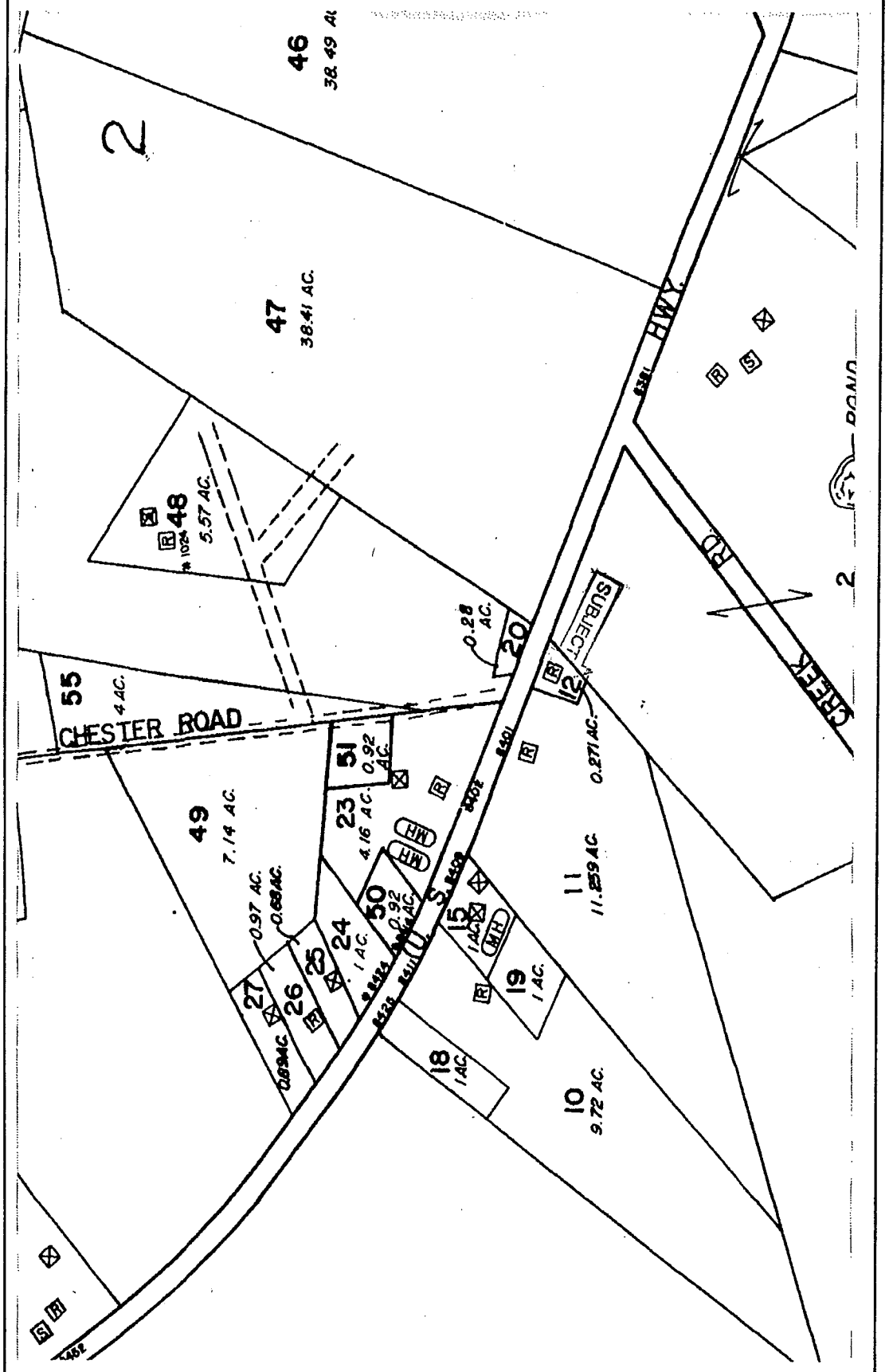
SITE PLAN

Borrower or Owner N/A

Property Address 8391 Winnsboro Road

City Blythewood County Richland State SC Zip Code 29016

Client South Carolina Bank & Trust



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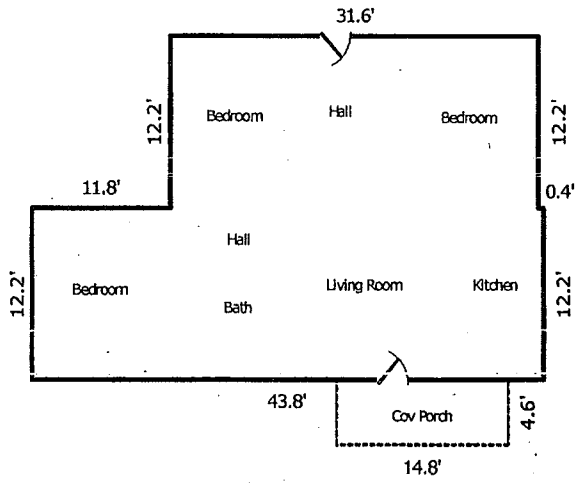
File No. 091218G

SKETCH ADDENDUM

Borrower or Owner N/A
Property Address 8391 Winnsboro Road
City Blythewood County Richland State SC Zip Code 29016
Client South Carolina Bank & Trust



Sketch by Apex Medina™

Comments:

AREA CALCULATIONS SUMMARY

Code	Description	Net Size	Net Totals
GLA1	First Floor	919.9	919.9
P/P	Cov Porch	68.1	68.1
	Net LIVABLE Area	(rounded)	920

LIVING AREA BREAKDOWN

Breakdown			Subtotals
First Floor			
12.2	x	31.6	385.5
43.8	x	12.2	534.4
2 Items		(rounded)	920

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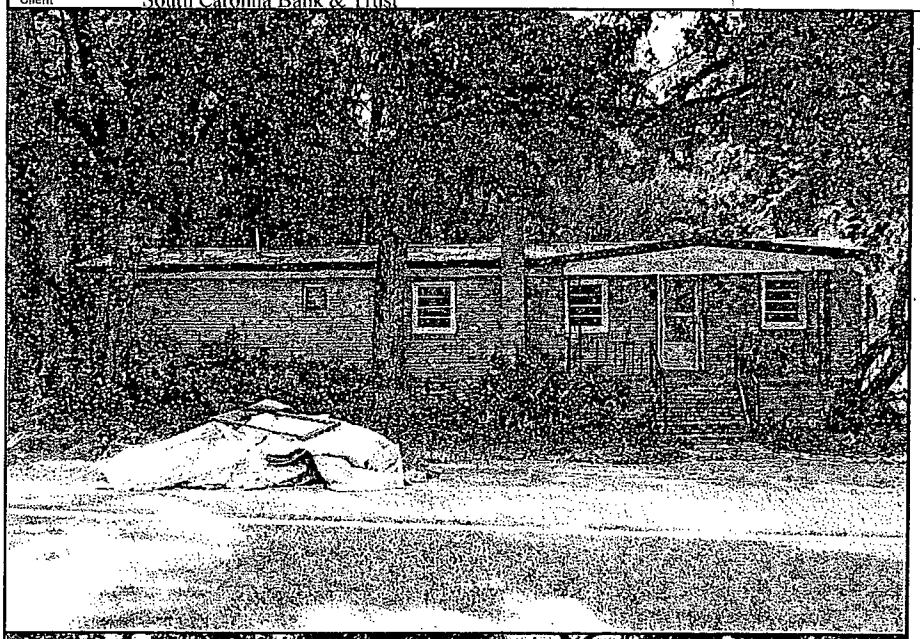
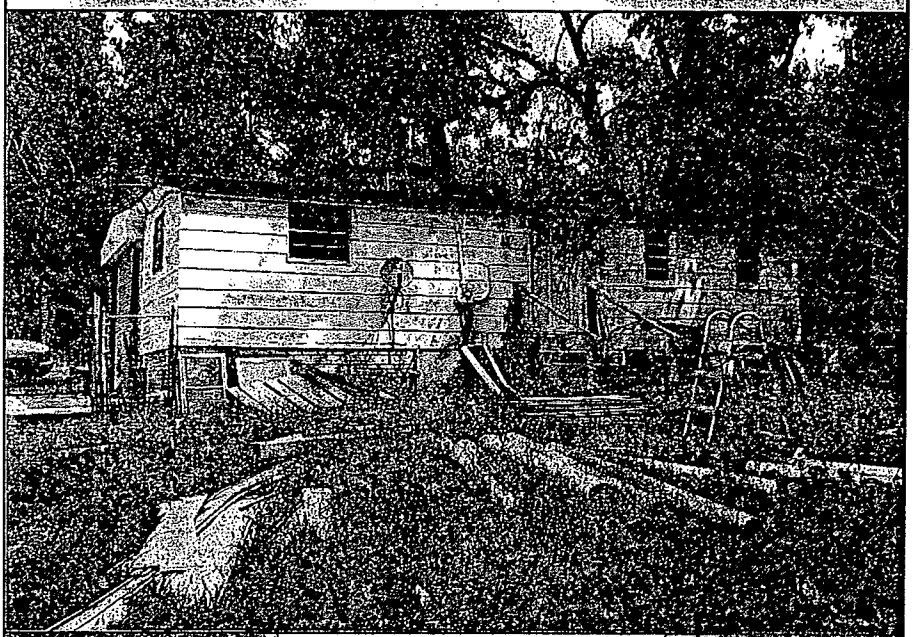
File No. 091218G

PHOTOGRAPH ADDENDUM

Borrower or Owner	N/A				
Property Address	8391 Winnsboro Road				
City	Blythewood	County	Richland	State	SC	Zip Code	29016
Client	South Carolina Bank & Trust				



FRONT VIEW OF SUBJECT PROPERTY



REAR VIEW OF SUBJECT PROPERTY

STREET SCENE OF SUBJECT PROPERTY

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File No. 09121803

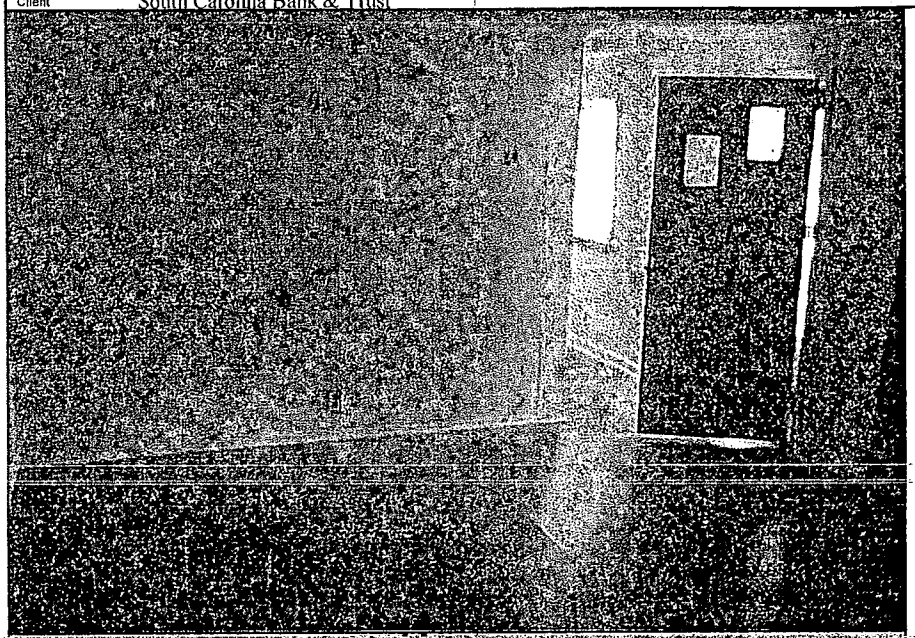
PHOTOGRAPH ADDENDUM

Borrower or Owner N/A

Property Address 8391 Winnsboro Road

City Blythewood County Richland State SC Zip Code 29016

Client South Carolina Bank & Trust



8391 Winnsboro Road
LIVING ROOM

8391 Winnsboro Road
KITCHEN

8391 Winnsboro Road
BEDROOM

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File No. 091218G

PHOTOGRAPH ADDENDUM

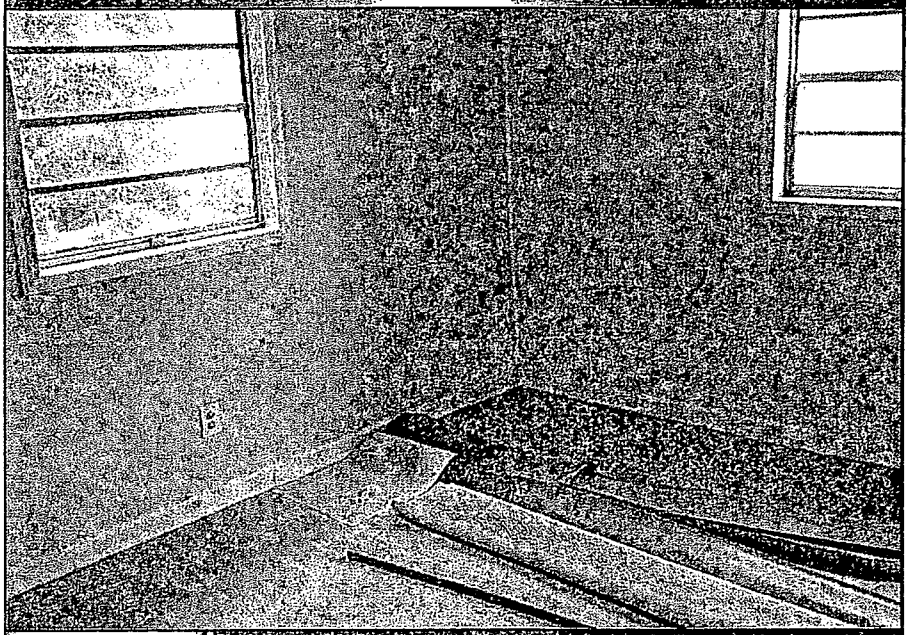
Borrower or Owner N/A

Property Address 8391 Winnsboro Road

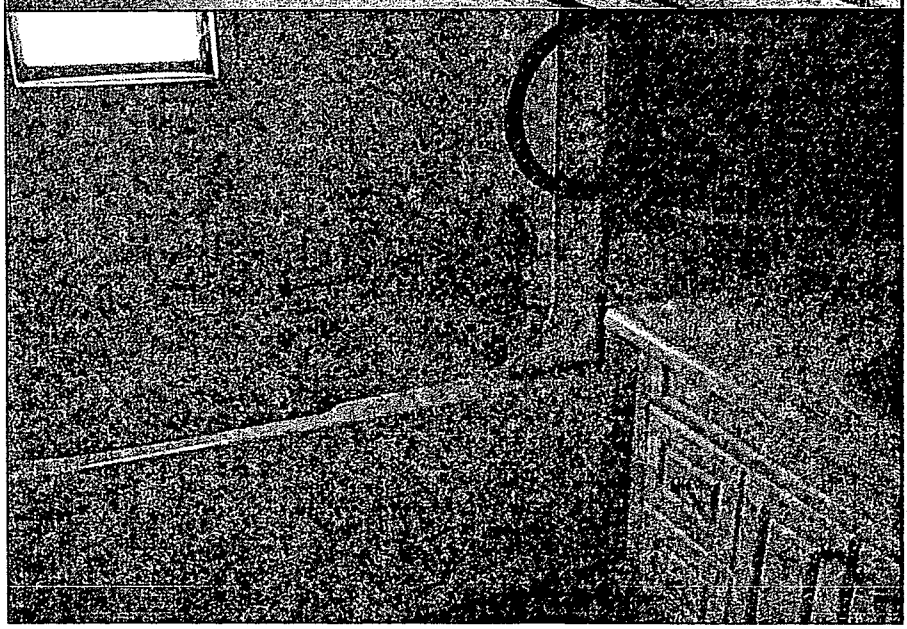
City Blythewood County Richland State SC Zip Code 29016

Lender or Client South Carolina Bank & Trust

8391 Winnsboro Road
BEDROOM



8391 Winnsboro Road
BEDROOM



8391 Winnsboro Road
BATH

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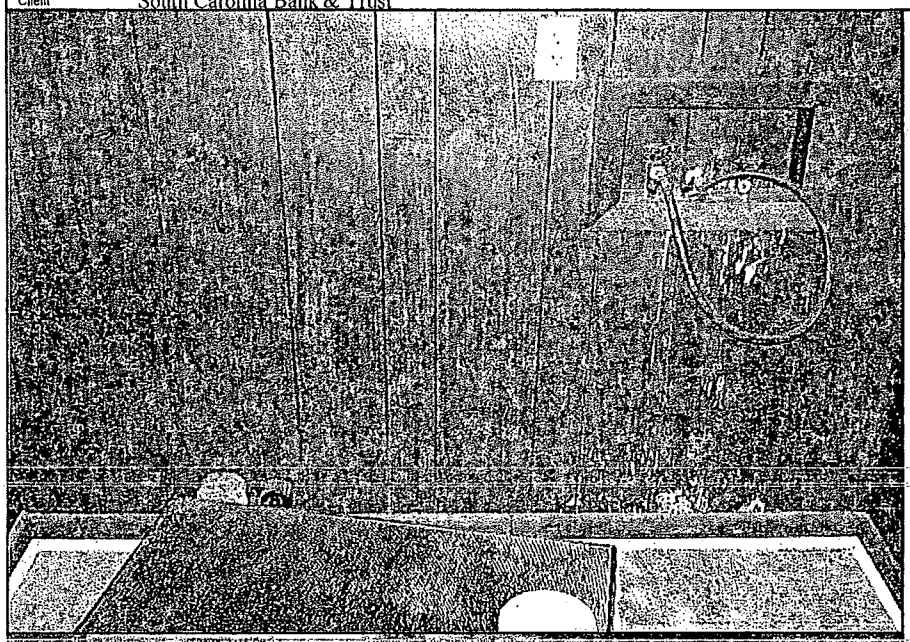
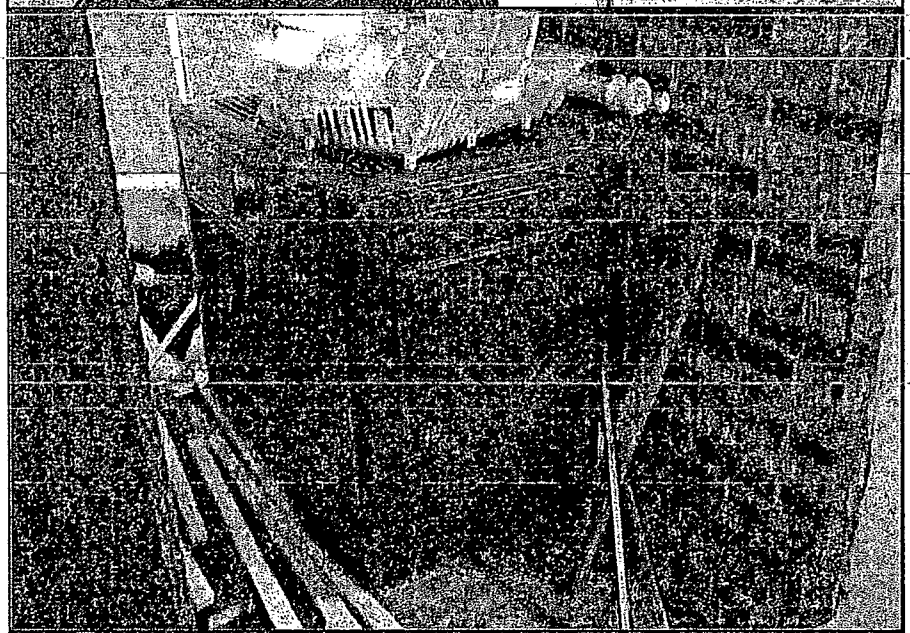
PHOTOGRAPH ADDENDUM

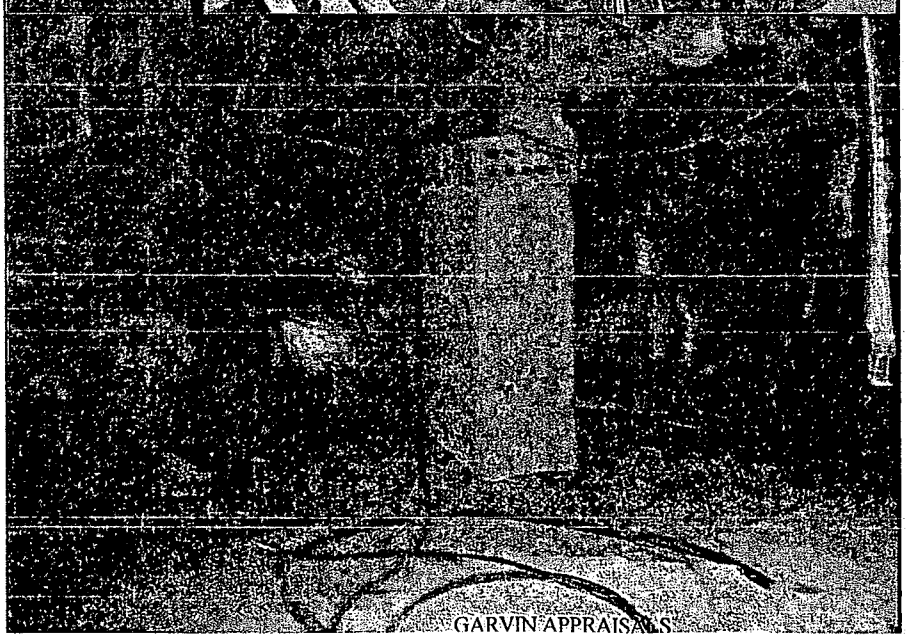
Borrower or Owner N/A
Property Address 8391 Winnsboro Road
City Blythewood County Richland State SC Zip Code 29016
Client South Carolina Bank & Trust



8391 Winnsboro Road
LAUNDRY CLOSET



8391 Winnsboro Road
HEATING SYSTEM IN LR



8391 Winnsboro Road
CONCRETE BLOCK PIER

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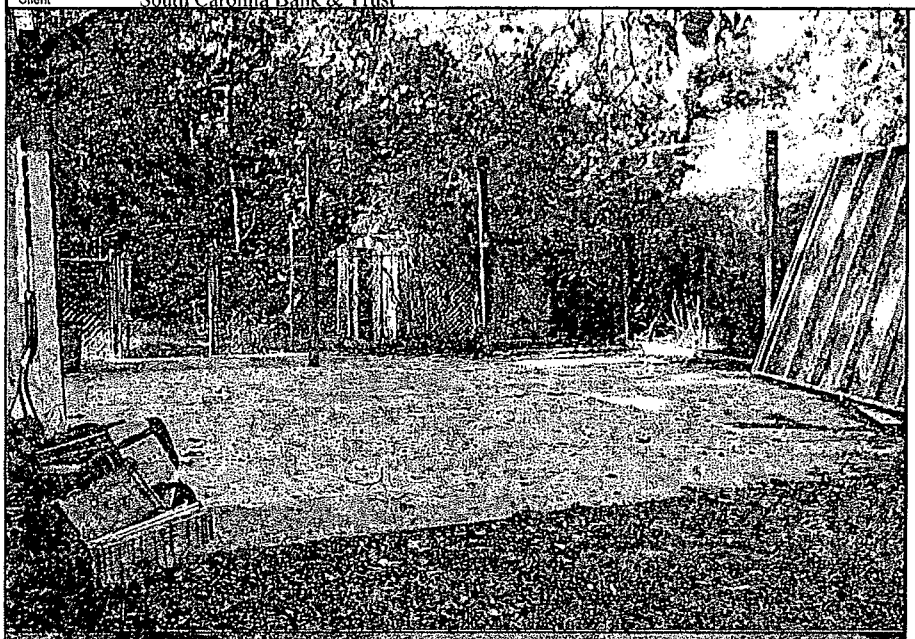
File No. 091218G

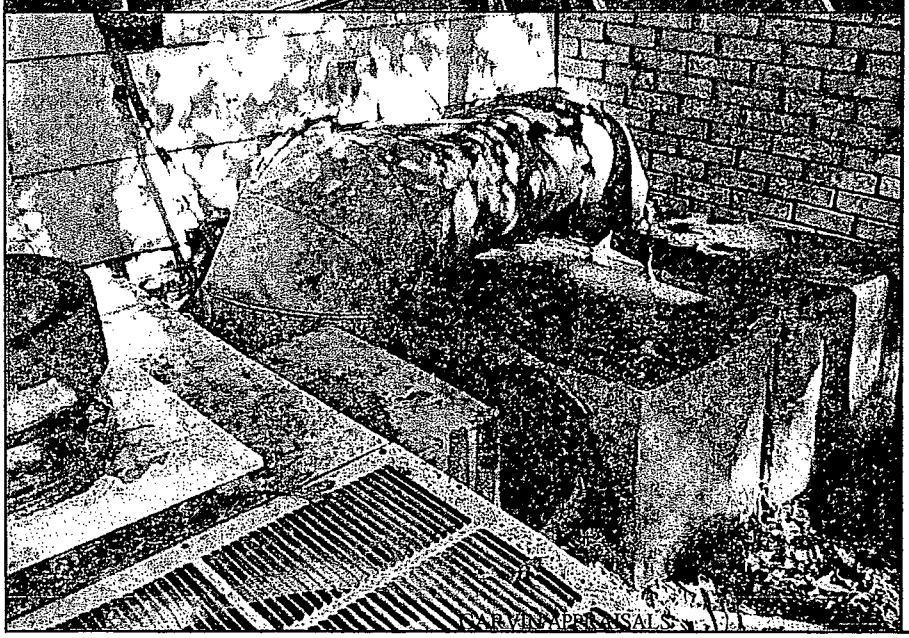
PHOTOGRAPH ADDENDUM

Borrower or Owner N/A
Property Address 8391 Winnsboro Road
City Blythewood County Richland State SC Zip Code 29016
Client South Carolina Bank & Trust



8391 Winnsboro Road
PARKING PAD

8391 Winnsboro Road
DETERIORATING SIDING



8391 Winnsboro Road
HVAC SYSTEM

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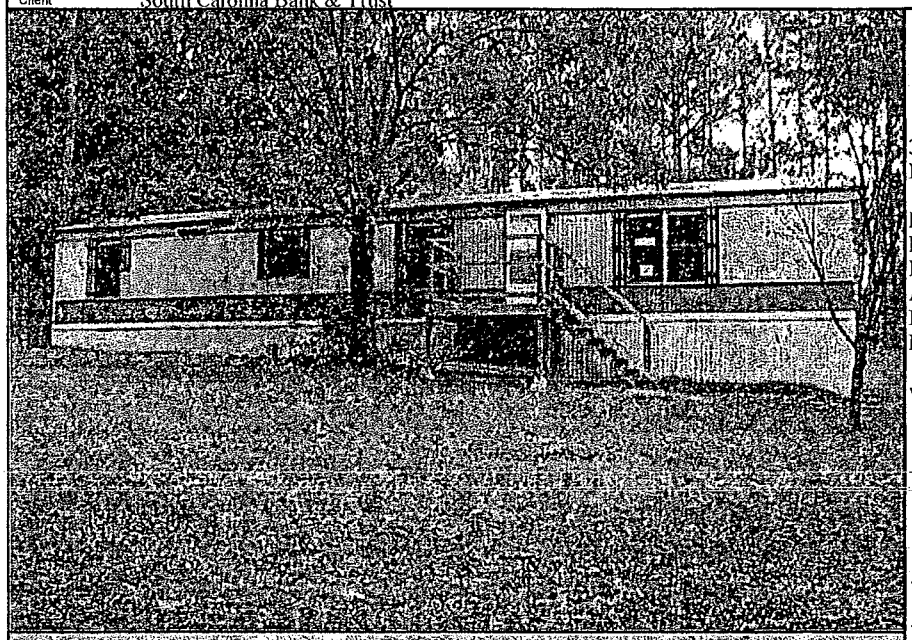
ELECTRONICALLY FILED - 2018 May 01 4:08 PM - RICHLAND - COMMON PLEAS - CASE#2011CP4006318

PHOTOGRAPH ADDENDUM

Borrower or Owner N/A
Property Address 8391 Winnsboro Road
City Blythewood County Richland State SC Zip Code 29016
Client South Carolina Bank & Trust



COMPARABLE #1

303 Ashley Creek Drive
Elgin, SC 29045

Price	$21,700
Price/SF	23.48
Date	06/18/12 closed
Age	20
Room Count	5-2-2
Living Area	924
Value Indication	$16,700

COMPARABLE #2

709 Big Fork Road
Winnsboro, SC 29180

Price	$16,000
Price/SF	13.99
Date	09/14/12 closed
Age	15
Room Count	5-3-2
Living Area	1,144
Value Indication	$9,000

COMPARABLE #3

201 Robin Hood Road
Elgin, SC 29045

Price	$35,000
Price/SF	31.11
Date	02/08/12 closed
Age	15
Room Count	5-2-2
Living Area	1,125
Value Indication	$23,400

File No. 091218G

CURRENT LICENSES

Borrower or Owner	N/A				
Property Address	8391 Winnsboro Road				
City	Blythewood	County	Richland	State	SC	Zip Code	29016
Client	South Carolina Bank & Trust				

State of South Carolina BCD1017249
Department of Labor, Licensing and Regulation
Real Estate Appraisers Board

EUGENE C GARVIN JR

Is hereby entitled in practice as a:

Certified Residential Appraiser

License Number: **2746**

Expiration Date: 06/30/2014
OFFICE COPY

Tracey McCarley
Administrator

State of South Carolina BCD1033[illegible]
Department of Labor, Licensing and Regulation
Real Estate Appraisers Board

THOMAS E. GARVIN

Is hereby entitled in practice as a:

Certified Residential Appraiser

License Number: **4831**

Expiration Date: 06/30/2014
OFFICE COPY

Tracey McCarley
Administrator

State of South Carolina BCD1025437
Department of Labor, Licensing and Regulation
Real Estate Appraisers Board

O'NEIL H. CANNON II

Is hereby entitled in practice as a:

Certified Residential Appraiser

License Number: **4543**

Expiration Date: 06/30/2014
OFFICE COPY

Tracey McCarley
Administrator

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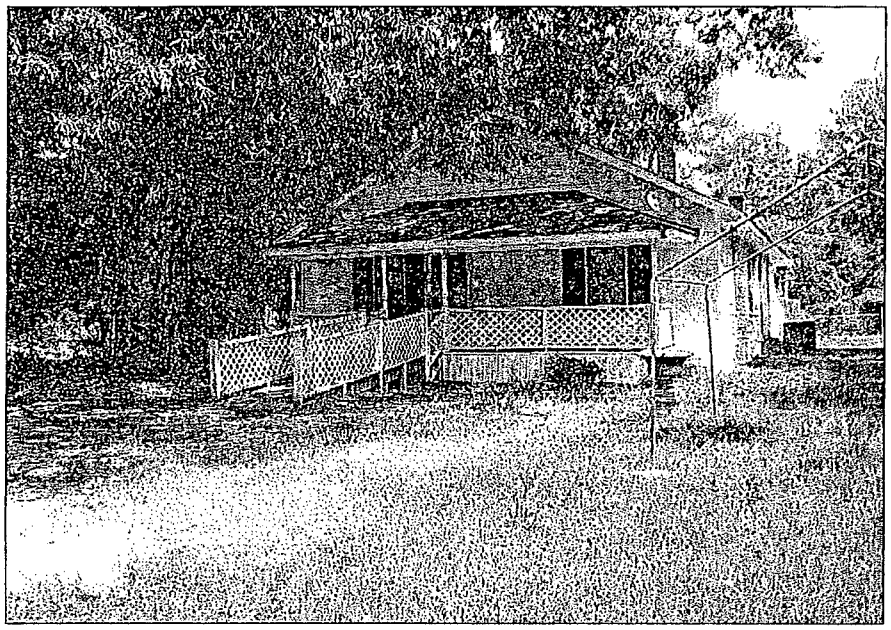
File No. 091217G



SUMMARY APPRAISAL REPORT

OF THE REAL PROPERTY LOCATED AT

4824 Linden Street
Columbia, SC 29203

for

South Carolina Bank & Trust
700 Gervais Street
Columbia, SC
29201

as of

09/13/2012

by

Eugene Garvin, Jr.
5 CALENDAR COURT STE 103
COLUMBIA, SC 29206

GARVIN APPRAISALS

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GARVIN APPRAISALS
5 CALENDAR COURT STE 103
COLUMBIA, SC 29206
803-779-4243

September 21, 2012

South Carolina Bank & Trust
700 Gervais Street
Columbia, SC
29201

Property -	4824 Linden Street Columbia, SC 29203
Borrower -	N/A
File No. -	091217G
Case No. -	

Dear :

In accordance with your request, I have prepared an appraisal of the real property located at 4824 Linden Street, Columbia, SC.

The purpose of the appraisal is to provide an opinion of the market value of the property described in the body of this report.

Enclosed, please find the Summary Report which describes certain data gathered during our investigation of the property. The methods of approach and reasoning in the valuation of the various physical and economic factors of the subject property are contained in this report.

An inspection of the property and a study of pertinent factors, including valuation trends and an analysis of neighborhood data, led the appraiser to the conclusion that the market value, as of 09/13/2012 is :

$25,000

The opinion of value expressed in this report is contingent upon the Limiting Conditions attached to this report.

It has been a pleasure to assist you. If I may be of further service to you in the future, please let me know.

Respectfully submitted,

GARVIN APPRAISALS

Eugene Garvin, Jr.
SC Certification #2746

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Uniform Residential Appraisal Report

File # 091217G

The purpose of this summary appraisal report is to provide the lender/client with an accurate, and adequately supported, opinion of the market value of the subject property.

SUBJECT

Property Address 4824 Linden Street | City Columbia | State SC | Zip Code 29203
Borrower N/A | Owner of Public Record SC Operating Room Equip. | County Richland
Legal Description Lts 12, 13, 14, Block 6 - College View
Assessor's Parcel # 09313-03-21 | Tax Year 2011 | R.E. Taxes $ 1,393
Neighborhood Name College View | Map Reference College View | Census Tract 106.00
Occupant [ ] Owner [ ] Tenant [X] Vacant | Special Assessments $ 0 | [ ] PUD | HOA $ 0 [ ] per year [ ] per month
Property Rights Appraised [X] Fee Simple [ ] Leasehold [ ] Other (describe)
Assignment Type [ ] Purchase Transaction [ ] Refinance Transaction [X] Other (describe) detemine market value for bank
Lender/Client South Carolina Bank & Trust | Address 700 Gervais Street, Columbia, SC 29201
Is the subject property currently offered for sale or has it been offered for sale in the twelve months prior to the effective date of the appraisal? [ ] Yes [X] No
Report data source(s) used, offering price(s), and date(s). MLS

CONTRACT

I [ ] did [ ] did not analyze the contract for sale for the subject purchase transaction. Explain the results of the analysis of the contract for sale or why the analysis was not performed.

Contract Price $ | Date of Contract | Is the property seller the owner of public record? [ ] Yes [ ] No | Data Source(s)
Is there any financial assistance (loan charges, sale concessions, gift or downpayment assistance, etc.) to be paid by any party on behalf of the borrower? [ ] Yes [ ] No
If Yes, report the total dollar amount and describe the items to be paid:

NEIGHBORHOOD

Note: Race and the racial composition of the neighborhood are not appraisal factors.

Neighborhood Characteristics				One-Unit Housing Trends				One-Unit Housing			Percent Land Use %	
Location	[X] Urban	[ ] Suburban	[ ] Rural	Property Values	[ ] Increasing	[ ] Stable	[X] Declining	PRICE	AGE		One-Unit	80 %
Built-Up	[X] Over 75%	[ ] 25-75%	[ ] Under 25%	Demand/Supply	[ ] Shortage	[X] In Balance	[ ] Over Supply	$(000)	(yrs)		2-4 Unit	2 %
Growth	[ ] Rapid	[X] Stable	[ ] Slow	Marketing Time	[ ] Under 3 mths	[X] 3-6 mths	[ ] Over 6 mths	20	Low	0	Multi-Family	%
Neighborhood Boundaries	to the north by I-20, east by Highway 277, south by Sunset Drive and west by the Broad River.							200	High	90	Commercial	18 %
								65	Pred.	65	Other	%

Neighborhood Description The subject property is located approximately 2 miles north of the downtown Columbia area in the Eau Claire neighborhood. This area allows for good access to employment centers, shopping and schools. *** See Additional Comments ***
Market Conditions (including support for the above conclusions) Market conditions are currently attractive as interest rates remain at historical lows. Property values in the neighborhood area appear to be stable. Supply and demand are in balance with typical exposure times being from three to six months. *** See Additional Comments ***

SITE

Dimensions 75Fx200LSx75Rx200RS | Area 15000 sf | Shape rectangular | View N;Res;
Specific Zoning Classification RS HD | Zoning Description single family residential allowed
Zoning Compliance [X] Legal [ ] Legal Nonconforming (Grandfathered Use) [ ] No Zoning [ ] Illegal (describe)
Is the highest and best use of the subject property as improved (or as proposed per plans and specifications) the present use? [X] Yes [ ] No If No, describe

Utilities	Public	Other (describe)		Public	Other (describe)	Off-site Improvements–Type	Public	Private
Electricity	[X]	[ ]	Water	[X]	[ ]	Street asphalt	[X]	[ ]
Gas	[X]	[ ]	Sanitary Sewer	[X]	[ ]	Alley none/typical	[ ]	[ ]

FEMA Special Flood Hazard Area [ ] Yes [X] No | FEMA Flood Zone X | FEMA Map No. 4501700084 G | FEMA Map Date 01/19/94
Are the utilities and off-site improvements typical for the market area? [X] Yes [ ] No. If No, describe
Are there any adverse site conditions or external factors (easements, encroachments, environmental conditions, land uses, etc.)? [ ] Yes [X] No If Yes, describe
Drainage and utility easements are typical for the area and don't adversely affect the subject's marketability or value. No adverse easements or encroachments were noted.

IMPROVEMENTS

General Description		Foundation		Exterior Description materials/condition		Interior materials/condition	
Units	[X] One [ ] One with Accessory Unit	[ ] Concrete Slab	[X] Crawl Space	Foundation Walls	piers/fair	Floors	hwd/laminate/avg
# of Stories	1.00	[ ] Full Basement	[ ] Partial Basement	Exterior Walls	aluminum/average	Walls	plaster/panel/avg
Type	[X] Det. [ ] Att. [ ] S-Det/End Unit	Basement Area	0 sq. ft.	Roof Surface	comp shingles/average	Trim/Finish	wood/avg
	[X] Existing [ ] Proposed [ ] Under Const	Basement Finish	0 %	Gutters & Downspouts	none	Bath Floor	vinyl/avg
Design (Style)	bungalow	[N] Outside Entry/Exit	[N] Sump Pump	Window Type	DH wood/fair	Bath Wainscot	fibrgls/avg
Year Built	1945	Evidence of	[N] Infestation	Storm Sash/Insulated	none	Car Storage	[ ] None
Effective Age (Yrs)	40	[N] Dampness	[N] Settlement	Screens	none	[X] Driveway	# of Cars 2
Attic	[ ] None	Heating [X] FWA	[ ] HWBB [ ] Radiant	Amenities	[ ] WoodStove(s)# 0	Driveway Surface	dirt
[X] Drop Stair	[ ] Stairs	[ ] Other	Fuel electric	[ ] Fireplace(s) # 0	[X] Fence part rear	[ ] Garage	# of Cars 0
[ ] Floor	[ ] Scuttle	Cooling [X] Central Air Conditioning		[ ] Patio/Deck none	[X] Porch cpor	[ ] Carport	# of Cars 0
[ ] Finished	[ ] Heated	[ ] Individual	[ ] Other	[ ] Pool none	Other none	[ ] Att. [ ] Det.	[ ] Built-In

Appliances [ ] Refrigerator [P] Range/Oven [ ] Dishwasher [ ] Disposal [ ] Microwave [ ] Washer/Dryer [ ] Other (describe)
Finished area above grade contains: 5 Rooms | 2 Bedrooms | 1.0 Bath(s) | 1,088 Square Feet of Gross Living Area Above Grade
Additional features (special energy efficient items, etc.) cov front porch w/handicap access ramp, laminate & hardwood flooring, heatpump (2007) according to owner's agent.
Describe the condition of the property (including needed repairs, deterioration, renovations, remodeling, etc.). C5;No updates in the prior 15 years;The subject property is in average to fair overall condition. There is no functional or external obsolescence noted and no major repairs cited. Quality of construction is considered to be average to fair. Physical depreciation is typical of properties of similar age, similar maintenance and quality of construction.

Are there any physical deficiencies or adverse conditions that affect the livability, soundness, or structural integrity of the property? [ ] Yes [X] No If Yes, describe
There are no adverse environmental conditions observed by your appraiser for the neighborhood; however your appraiser is not an environmental expert. The subject property was vacant at the time of the appraisal inspection and all utilities were appeared to be operable.
Does the property generally conform to the neighborhood (functional utility, style, condition, use, construction, etc.)? [X] Yes [ ] No If No, describe

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Uniform Residential Appraisal Report

File # 091217G

There are 14 comparable properties currently offered for sale in the subject neighborhood ranging in price from $ 20,000 to $ 50,000

There are 9 comparable sales in the subject neighborhood within the past twelve months ranging in sale price from $ 21,050 to $ 49,000

SALES COMPARISON APPROACH

FEATURE	SUBJECT	COMPARABLE SALE # 1		COMPARABLE SALE # 2		COMPARABLE SALE # 3	
Address	4824 Linden Street Columbia, SC 29203	5213 Spaulding Avenue Columbia, SC 29203		5113 Holmes Avenue Columbia, SC 29203		4304 Revelstoke Drive Columbia, SC 29203	
Proximity to Subject		0.65 miles E		0.75 miles E		1.14 miles W	
Sale Price	$	$ 24,900		$ 21,050		$ 25,000	
Sale Price/Gross Liv. Area	$ sq. ft.	$ 20.75 sq. ft.		$ 19.07 sq. ft.		$ 27.47 sq. ft.	
Data Source(s)		MLS# 312478;DOM 74		MLS# 304032;DOM 14		MLS# 301798;DOM 162	
Verification Source(s)		Appraiser/MLS		Appraiser/MLS		Appraiser/MLS	
VALUE ADJUSTMENTS	DESCRIPTION	DESCRIPTION	+(-)$ Adjustment	DESCRIPTION	+(-)$ Adjustment	DESCRIPTION	+(-)$ Adjustment
Sale or Financing Concessions		ArmLth Cash;0		REO Cash;0		REO Cash;0	
Date of Sale/Time		s08/12;c08/12		s02/12;c02/12		s06/12;c05/12	
Location	N;Res;	N;Res;		N;Res;		N;Res;	
Leasehold/Fee Simple	Fee Simple	Fee Simple		Fee Simple		Fee Simple	
Site	15000 sf	6777 sf	0	9305 sf	0	15000 sf	
View	N;Res;	N;Res;		N;Res;		N;Res;	
Design (Style)	1 sty aluminum	1 sty brick ven	0	1 sty brick ven	0	1 sty brick ven	0
Quality of Construction	Q5	Q5		Q5		Q5	
Actual Age	67	59	0	62	0	42	0
Condition	C5	C5		C5		C5	
Above Grade Room Count (Total / Bdrms. / Baths)	5 / 2 / 1.0	5 / 2 / 1.0		5 / 2 / 1.0		5 / 3 / 1.0	0
Gross Living Area	1,088 sq. ft.	1,200 sq. ft.	-2,800	1,104 sq. ft.	0	910 sq. ft.	+4,500
Basement & Finished Rooms Below Grade	0sf	0sf		0sf		0sf	
Functional Utility	average	average		average		average	
Heating/Cooling	central	none	+2,500	central		central	
Energy Efficient Items	none	none		none		none	
Garage/Carport	none	none		none		none	
Porch/Patio/Deck	cpor	cpor		cstp	+1,000	cstp	+1,000
	no fireplace	no fireplace		one fireplace	-1,000	no fireplace	
Net Adjustment (Total)		[ ] + [X] -	$ -300	[ ] + [ ] -	$ 0	[X] + [ ] -	$ 5,500
Adjusted Sale Price of Comparables		Net Adj. 1.20 % Gross Adj. 21.29 %	$ 24,600	Net Adj. 0.00 % Gross Adj. 9.50 %	$ 21,050	Net Adj. 22.00 % Gross Adj. 22.00 %	$ 30,500

I [X] did [ ] did not research the sale or transfer history of the subject property and comparable sales. If not, explain

My research [X] did [ ] did not reveal any prior sales or transfers of the subject property for the three years prior to the effective date of this appraisal.

Data Source(s) bank source/Masters Report

My research [X] did [ ] did not reveal any prior sales or transfers of the comparable sales for the prior year to the date of sale of the comparable sale.

Data Source(s) - tax assessor/MLS

Report the results of the research and analysis of the prior sale or transfer history of the subject property and comparable sales (report additional prior sales on page 3).

ITEM	SUBJECT	COMPARABLE SALE # 1	COMPARABLE SALE # 2	COMPARABLE SALE # 3
Date of Prior Sale/Transfer	08/08/2012	12/05/11 & 05/21/12	01/23/2012	11/02/2011
Price of Prior Sale/Transfer	$25,001	$2,500 & $9,850	$26,704	$28,000
Data Source(s)	Masters Report	tax assessor/MLS	tax assessor/MLS	tax assessor/MLS
Effective Date of Data Source(s)	09/17/2012	09/17/2012	09/17/2012	09/17/2012

Analysis of prior sale or transfer history of the subject property and comparable sales According to information provided to your appraiser the subject property was a foreclosure sale as shown above. There have been no othe sales within the previous 36 months on the subject property. According to the tax assessor's office, comps one, two, three, four & six were foreclosure sales as shown above. There was no sale for the previous 12 months for comp five.

Summary of Sales Comparison Approach All six comps are located in the Eau Claire community, like the subject. Comp two is dated and comps five & six are current listings. Comps three & six exceed the line, net & gross adjustment guidelines due to the variance in gross living area. Comp four exceeds the line & gross adjustment guidelines due to the gross living area and other warranted adjustments. Due to location, similarity to the subject and/or the lack of recent sales data the use of all six comps is warranted. Comp four has masonite exterior siding & the adjustment is made under the "design" item. A final value opinion of $25,000 is within market range. The Intended User of this appraisal report is the Lender/Client. *** See Additional Comments ***

Indicated Value by Sales Comparison Approach $ 25,000

RECONCILIATION

Indicated Value by: Sales Comparison Approach $ 25,000 Cost Approach (if developed) $ 29,115 Income Approach (if developed) $ N/A

The Sales Comparison Analysis is given the most weight since it best reflects the actions of buyers and sellers in the market. The Cost Approach supports the Sales Analysis but was given less weight overall. The Income Approach was not considered appropriate for this type of single family residential property. *** See Additional Comments ***

This appraisal is made [X] "as is," [ ] subject to completion per plans and specifications on the basis of a hypothetical condition that the improvements have been completed, [ ] subject to the following repairs or alterations on the basis of a hypothetical condition that the repairs or alterations have been completed, or [ ] subject to the following required inspection based on the extraordinary assumption that the condition or deficiency does not require alteration or repair:

Based on a complete visual inspection of the interior and exterior areas of the subject property, defined scope of work, statement of assumptions and limiting conditions, and appraiser's certification, my (our) opinion of the market value, as defined, of the real property that is the subject of this report is $ 25,000, as of 09/13/2012, which is the date of inspection and the effective date of this appraisal.

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File No. 091217G

ADDITIONAL COMPARABLES

Borrower N/A
Property Address 4824 Linden Street
City Columbia County Richland State SC Zip Code 29203
Lender/Client South Carolina Bank & Trust

FEATURE	SUBJECT	COMPARABLE SALE NO. 4	+(-)$ Adjustment	COMPARABLE SALE NO. 5	+(-)$ Adjustment	COMPARABLE SALE NO. 6	+(-)$ Adjustment
Address	4824 Linden Street Columbia, SC 29203	5745 Colonial Drive Columbia, SC 29203		4902 Linden Street Columbia, SC 29203		4844 Linden Street Columbia, SC 29203	
Proximity to Subject		1.40 miles E		0.05 miles N		0.04 miles N	
Sale Price	$	$ 22,050		$ 33,500		$ 29,500	
Sale Price/Gross Liv. Area	$ sq. ft.	$ 21.51 sq. ft.		$ 33.50 sq. ft.		$ 31.93 sq. ft.	
Data Source(s)		MLS# 306148;DOM 15		MLS# 298007;DOM 364		MLS# 301794;DOM 285	
Verification Source(s)		Appraiser/MLS		Appraiser/MLS		Appraiser/MLS	
VALUE ADJUSTMENTS	DESCRIPTION	DESCRIPTION		DESCRIPTION		DESCRIPTION	
Sale or Financing Concessions		REO Other;0		Listing		Listing	
Date of Sale/Time		s04/12;c03/12		Active		Active	
Location	N;Res;	N;Res;		N;Res;		N;Res;	
Leasehold/Fee Simple	Fee Simple	Fee Simple		Fee Simple		Fee Simple	
Site	15000 sf	6733 sf	0	9020 sf	0	14731 sf	0
View	N;Res;	N;Res;		N;Res;		N;Res;	
Design (Style)	1 sty aluminum	1 sty masonite	+2,000	1 sty vinyl	0	1 sty brick ven	0
Quality of Construction	Q5	Q5		Q5		Q5	
Actual Age	67	27	0	59	0	59	0
Condition	C5	C5		C5		C5	
Above Grade Room Count (Total / Bdrms. / Baths)	5 / 2 / 1.0	5 / 3 / 1.1	-2,500	5 / 2 / 1.0		5 / 2 / 1.0	
Gross Living Area	1,088 sq. ft.	1,025 sq. ft.	+1,600	1,000 sq. ft.	+2,200	924 sq. ft.	+4,100
Basement & Finished Rooms Below Grade	0sf	0sf		0sf		0sf	
Functional Utility	average	average		average		average	
Heating/Cooling	central	central		central		central	
Energy Efficient Items	none	none		none		none	
Garage/Carport	none	none		none		none	
Porch/Patio/Deck	cpor	cstp	+1,000	cstp/wkshop	0	cstp	+1,000
	no fireplace	no fireplace		no fireplace		no fireplace	
Net Adjustment (Total)		[X] + [ ] -	$ 2,100	[X] + [ ] -	$ 2,200	[X] + [ ] -	$ 5,100
Adjusted Sale Price of Comparables		Net Adj. 9.52 % Gross Adj. 32.20 %	$ 24,150	Net Adj. 6.57 % Gross Adj. 6.57 %	$ 35,700	Net Adj. 17.29 % Gross Adj. 17.29 %	$ 34,600

ITEM	SUBJECT	COMPARABLE SALE #4	COMPARABLE SALE #5	COMPARABLE SALE #6
Date of Prior Sale/Transfer	08/08/2012	12/05/2011		10/06/2011
Price of Prior Sale/Transfer	$25,001	$100		$31,926
Data Source(s)	Masters Report	tax assessor/MLS	tax assessor/MLS	tax assessor/MLS
Effective Date of Data Source(s)	09/17/2012	09/17/2012	09/17/2012	09/17/2012

Comment on Sales Comparison

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ADDITIONAL COMMENTS

This appraisal report is not intended to be used for insurance purposes. There is no personal property included in the value opinion of the subject property. I have performed no other services, as an appraiser or in any other capacity, regarding the property that is the subject of the work under review within the three year period immediately preceding acceptance of this assignment. NOTE: The current Fannie Mae forms do not include this on the certification page. This report has been electronically prepared in compliance with the USPAP Guidelines which included a digital signature and adequate security measures in place to protect the integrity of the data produced by the appraiser.

COST APPROACH

COST APPROACH TO VALUE (not required by Fannie Mae)

Provide adequate information for the lender/client to replicate the below cost figures and calculations.

Support for the opinion of site value (summary of comparable land sales or other methods for estimating site value)

The estimated opinion of value of the subject site is derived from previous sales, information obtained from the tax assessor's office and appraisals on similar lots within the subject neighborhood.

ESTIMATED [ ] REPRODUCTION OR [X] REPLACEMENT COST NEW		OPINION OF SITE VALUE	=$ 8,500
Source of cost data	Marshall & Swift/local builders	Dwelling 1,088 Sq. Ft. @ $ 50.00	=$ 54,400
Quality rating from cost service	avg-fair	Effective date of cost data 06/2012	Sq. Ft. @ $ =$
Comments on Cost Approach (gross living area calculations, depreciation, etc.)		cpor	1,500
The cost approach estimates the replacement cost of the improvements plus the estimated value of the subject lot. Cost figures are based on data on file and information from local contractors. The land cost to value ratio is normal for this area. Remaining Economic Life = 20 years		Garage/Carport Sq. Ft. @ $	=$ 0
		Total Estimate of Cost-New	=$ 55,900
		Less Physical / Functional / External Depreciation 37,285	=$ (37,285)
		Depreciated Cost of Improvements	=$ 18,615
		'As-Is' Value of Site Improvements	=$ 2,000
			=$
Estimated Remaining Economic Life (HUD and VA only)	20 Years	Indicated Value By Cost Approach	=$ 29,115

INCOME

INCOME APPROACH TO VALUE (not required by Fannie Mae)

Estimated Monthly Market Rent $ | X Gross Rent Multiplier | = $ | Indicated Value by Income Approach

Summary of Income Approach (including support for market rent and GRM)

PUD INFORMATION

PROJECT INFORMATION FOR PUDs (if applicable)

Is the developer/builder in control of the Homeowners' Association (HOA)? [ ] Yes [ ] No Unit type(s) [ ] Detached [ ] Attached

Provide the following information for PUDs ONLY if the developer/builder is in control of the HOA and the subject property is an attached dwelling unit.

Legal name of project N/A

Total number of phases | Total number of units | Total number of units sold

Total number of units rented | Total number of units for sale | Data Source(s)

Was the project created by the conversion of existing building(s) into a PUD? [ ] Yes [ ] No If Yes, date of conversion

Does the project contain any multi-dwelling units? [ ] Yes [ ] No Data Source(s)

Are the units, common elements, and recreation facilities complete? [ ] Yes [ ] No If No, describe the status of completion.

Are the common elements leased to or by the Homeowners' Association? [ ] Yes [ ] No If Yes, describe the rental terms and options.

Describe common elements and recreational facilities

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File No. 091217G

ADDITIONAL COMMENTS

Borrower or Owner N/A
Property Address 4824 Linden Street
City Columbia County Richland State SC Zip Code 29203
Lender or Client South Carolina Bank & Trust

SCOPE OF APPRAISAL

The Owner of Public Record is South Carolina Operating Room Equimpment, LLC.

NEIGHBORHOOD DESCRIPTION

Homes in the immediate neighborhood are typially small to medium in size and are of fair to average quality of construction. Overall marketability and acceptance for this area is average.

MARKET CONDITIONS

Homes in the this area are typically financed with FHA, VA and conventional loans with the buyer and seller negotiating closing costs. The exposure time is the estimated length of time that the property interest being appraised would have been offered on the market prior to the hypothetical consummation of a sale at market value on the effective date of the appraisal. Exposure time is a retrospective opinion based on an analysis of past events assuming a competitive and open market. As information, the Fannie Mae definitiion is used, such as lender work.

SALES COMPARISON APPROACH

The Intended Use is to evaluate the property that is the subject of this appraisal for bank purposes, subject to the stated Scope of Work, purpose of the appraisal, reporting requirements of the appraisal form, and Definition of Market Value. No additional Intended Users are identified by the appraiser.

RECONCILIATION

Single family properties of this type are not typically valued based on their income potential. The Income Approach was not used in the valuation of the subject property because of a lack of sufficient recent sales with rental information to develop and adequately support a gross rent multiplier. The Cost Approach was given less weight due to the relative difficulty in accurately estimating accrued depreciation. The conclusions of the Sales Comparison Analysis give the best indication of the most probable price the subject property would bring on the open market.

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This report form is designed to report an appraisal of a one-unit property or a one-unit property with an accessory unit; including a unit in a planned unit development (PUD). This report form is not designed to report an appraisal of a manufactured home or a unit in a condominium or cooperative project.

This appraisal report is subject to the following scope of work, intended use, intended user, definition of market value, statement of assumptions and limiting conditions, and certifications. Modifications, additions, or deletions to the intended use, intended user, definition of market value, or assumptions and limiting conditions are not permitted. The appraiser may expand the scope of work to include any additional research or analysis necessary based on the complexity of this appraisal assignment. Modifications or deletions to the certifications are also not permitted. However, additional certifications that do not constitute material alterations to this appraisal report, such as those required by law or those related to the appraiser's continuing education or membership in an appraisal organization, are permitted.

SCOPE OF WORK: The scope of work for this appraisal is defined by the complexity of this appraisal assignment and the reporting requirements of this appraisal report form, including the following definition of market value, statement of assumptions and limiting conditions, and certifications. The appraiser must, at a minimum: (1) perform a complete visual inspection of the interior and exterior areas of the subject property, (2) inspect the neighborhood, (3) inspect each of the comparable sales from at least the street, (4) research, verify, and analyze data from reliable public and/or private sources, and (5) report his or her analysis, opinions, and conclusions in this appraisal report.

INTENDED USE: The intended use of this appraisal report is for the lender/client to evaluate the property that is the subject of this appraisal for a mortgage finance transaction.

INTENDED USER: The intended user of this appraisal report is the lender/client.

DEFINITION OF MARKET VALUE: The most probable price which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller, each acting prudently, knowledgeably and assuming the price is not affected by undue stimulus. Implicit in this definition is the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby: (1) buyer and seller are typically motivated; (2) both parties are well informed or well advised, and each acting in what he or she considers his or her own best interest; (3) a reasonable time is allowed for exposure in the open market; (4) payment is made in terms of cash in U. S. dollars or in terms of financial arrangements comparable thereto; and (5) the price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions* granted by anyone associated with the sale.

*Adjustments to the comparables must be made for special or creative financing or sales concessions. No adjustments are necessary for those costs which are normally paid by sellers as a result of tradition or law in a market area; these costs are readily identifiable since the seller pays these costs in virtually all sales transactions. Special or creative financing adjustments can be made to the comparable property by comparisons to financing terms offered by a third party institutional lender that is not already involved in the property or transaction. Any adjustment should not be calculated on a mechanical dollar for dollar cost of the financing or concession but the dollar amount of any adjustment should approximate the market's reaction to the financing or concessions based on the appraiser's judgment.

STATEMENT OF ASSUMPTIONS AND LIMITING CONDITIONS: The appraiser's certification in this report is subject to the following assumptions and limiting conditions:

1. The appraiser will not be responsible for matters of a legal nature that affect either the property being appraised or the title to it, except for information that he or she became aware of during the research involved in performing this appraisal. The appraiser assumes that the title is good and marketable and will not render any opinions about the title.

2. The appraiser has provided a sketch in this appraisal report to show the approximate dimensions of the improvements. The sketch is included only to assist the reader in visualizing the property and understanding the appraiser's determination of its size.

3. The appraiser has examined the available flood maps that are provided by the Federal Emergency Management Agency (or other data sources) and has noted in this appraisal report whether any portion of the subject site is located in an identified Special Flood Hazard Area. Because the appraiser is not a surveyor, he or she makes no guarantees, express or implied, regarding this determination.

4. The appraiser will not give testimony or appear in court because he or she made an appraisal of the property in question, unless specific arrangements to do so have been made beforehand, or as otherwise required by law.

5. The appraiser has noted in this appraisal report any adverse conditions (such as needed repairs, deterioration, the presence of hazardous wastes, toxic substances, etc.) observed during the inspection of the subject property or that he or she became aware of during the research involved in performing this appraisal. Unless otherwise stated in this appraisal report, the appraiser has no knowledge of any hidden or unapparent physical deficiencies or adverse conditions of the property (such as, but not limited to, needed repairs, deterioration, the presence of hazardous wastes, toxic substances, adverse environmental conditions, etc.) that would make the property less valuable, and has assumed that there are no such conditions and makes no guarantees or warranties, express or implied. The appraiser will not be responsible for any such conditions that do exist or for any engineering or testing that might be required to discover whether such conditions exist. Because the appraiser is not an expert in the field of environmental hazards, this appraisal report must not be considered as an environmental assessment of the property.

6. The appraiser has based his or her appraisal report and valuation conclusion for an appraisal that is subject to satisfactory completion, repairs, or alterations on the assumption that the completion, repairs, or alterations of the subject property will be performed in a professional manner.

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Uniform Residential Appraisal Report

File # 091217G

APPRAISER'S CERTIFICATION: The Appraiser certifies and agrees that:

1. I have, at a minimum, developed and reported this appraisal in accordance with the scope of work requirements stated in this appraisal report.

2. I performed a complete visual inspection of the interior and exterior areas of the subject property. I reported the condition of the improvements in factual, specific terms. I identified and reported the physical deficiencies that could affect the livability, soundness, or structural integrity of the property.

3. I performed this appraisal in accordance with the requirements of the Uniform Standards of Professional Appraisal Practice that were adopted and promulgated by the Appraisal Standards Board of The Appraisal Foundation and that were in place at the time this appraisal report was prepared.

4. I developed my opinion of the market value of the real property that is the subject of this report based on the sales comparison approach to value. I have adequate comparable market data to develop a reliable sales comparison approach for this appraisal assignment. I further certify that I considered the cost and income approaches to value but did not develop them, unless otherwise indicated in this report.

5. I researched, verified, analyzed, and reported on any current agreement for sale for the subject property, any offering for sale of the subject property in the twelve months prior to the effective date of this appraisal, and the prior sales of the subject property for a minimum of three years prior to the effective date of this appraisal, unless otherwise indicated in this report.

6. I researched, verified, analyzed, and reported on the prior sales of the comparable sales for a minimum of one year prior to the date of sale of the comparable sale, unless otherwise indicated in this report.

7. I selected and used comparable sales that are locationally, physically, and functionally the most similar to the subject property.

8. I have not used comparable sales that were the result of combining a land sale with the contract purchase price of a home that has been built or will be built on the land.

9. I have reported adjustments to the comparable sales that reflect the market's reaction to the differences between the subject property and the comparable sales.

10. I verified, from a disinterested source, all information in this report that was provided by parties who have a financial interest in the sale or financing of the subject property.

11. I have knowledge and experience in appraising this type of property in this market area.

12. I am aware of, and have access to, the necessary and appropriate public and private data sources, such as multiple listing services, tax assessment records, public land records and other such data sources for the area in which the property is located.

13. I obtained the information, estimates, and opinions furnished by other parties and expressed in this appraisal report from reliable sources that I believe to be true and correct.

14. I have taken into consideration the factors that have an impact on value with respect to the subject neighborhood, subject property, and the proximity of the subject property to adverse influences in the development of my opinion of market value. I have noted in this appraisal report any adverse conditions (such as, but not limited to, needed repairs, deterioration, the presence of hazardous wastes, toxic substances, adverse environmental conditions, etc.) observed during the inspection of the subject property or that I became aware of during the research involved in performing this appraisal. I have considered these adverse conditions in my analysis of the property value, and have reported on the effect of the conditions on the value and marketability of the subject property.

15. I have not knowingly withheld any significant information from this appraisal report and, to the best of my knowledge, all statements and information in this appraisal report are true and correct.

16. I stated in this appraisal report my own personal, unbiased, and professional analysis, opinions, and conclusions, which are subject only to the assumptions and limiting conditions in this appraisal report.

17. I have no present or prospective interest in the property that is the subject of this report, and I have no present or prospective personal interest or bias with respect to the participants in the transaction. I did not base, either partially or completely, my analysis and/or opinion of market value in this appraisal report on the race, color, religion, sex, age, marital status, handicap, familial status, or national origin of either the prospective owners or occupants of the subject property or of the present owners or occupants of the properties in the vicinity of the subject property or on any other basis prohibited by law.

18. My employment and/or compensation for performing this appraisal or any future or anticipated appraisals was not conditioned on any agreement or understanding, written or otherwise, that I would report (or present analysis supporting) a predetermined specific value, a predetermined minimum value, a range or direction in value, a value that favors the cause of any party, or the attainment of a specific result or occurrence of a specific subsequent event (such as approval of a pending mortgage loan application).

19. I personally prepared all conclusions and opinions about the real estate that were set forth in this appraisal report. If I relied on significant real property appraisal assistance from any individual or individuals in the performance of this appraisal or the preparation of this appraisal report, I have named such individual(s) and disclosed the specific tasks performed in this appraisal report. I certify that any individual so named is qualified to perform the tasks. I have not authorized anyone to make a change to any item in this appraisal report; therefore, any change made to this appraisal is unauthorized and I will take no responsibility for it.

20. I identified the lender/client in this appraisal report who is the individual, organization, or agent for the organization that ordered and will receive this appraisal report.

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21. The lender/client may disclose or distribute this appraisal report to: the borrower; another lender at the request of the borrower; the mortgagee or its successors and assigns; mortgage insurers; government sponsored enterprises; other secondary market participants; data collection or reporting services; professional appraisal organizations; any department, agency, or instrumentality of the United States; and any state, the District of Columbia, or other jurisdictions; without having to obtain the appraiser's or supervisory appraiser's (if applicable) consent. Such consent must be obtained before this appraisal report may be disclosed or distributed to any other party (including, but not limited to, the public through advertising, public relations, news, sales, or other media).

22. I am aware that any disclosure or distribution of this appraisal report by me or the lender/client may be subject to certain laws and regulations. Further, I am also subject to the provisions of the Uniform Standards of Professional Appraisal Practice that pertain to disclosure or distribution by me.

23. The borrower, another lender at the request of the borrower, the mortgagee or its successors and assigns, mortgage insurers, government sponsored enterprises, and other secondary market participants may rely on this appraisal report as part of any mortgage finance transaction that involves any one or more of these parties.

24. If this appraisal report was transmitted as an "electronic record" containing my "electronic signature," as those terms are defined in applicable federal and/or state laws (excluding audio and video recordings), or a facsimile transmission of this appraisal report containing a copy or representation of my signature, the appraisal report shall be as effective, enforceable and valid as if a paper version of this appraisal report were delivered containing my original hand written signature.

25. Any intentional or negligent misrepresentation(s) contained in this appraisal report may result in civil liability and/or criminal penalties including, but not limited to, fine or imprisonment or both under the provisions of Title 18, United States Code, Section 1001, et seq., or similar state laws.

SUPERVISORY APPRAISER'S CERTIFICATION: The Supervisory Appraiser certifies and agrees that:

1. I directly supervised the appraiser for this appraisal assignment, have read the appraisal report, and agree with the appraiser's analysis, opinions, statements, conclusions, and the appraiser's certification.

2. I accept full responsibility for the contents of this appraisal report including, but not limited to, the appraiser's analysis, opinions, statements, conclusions, and the appraiser's certification.

3. The appraiser identified in this appraisal report is either a sub-contractor or an employee of the supervisory appraiser (or the appraisal firm), is qualified to perform this appraisal, and is acceptable to perform this appraisal under the applicable state law.

4. This appraisal report complies with the Uniform Standards of Professional Appraisal Practice that were adopted and promulgated by the Appraisal Standards Board of The Appraisal Foundation and that were in place at the time this appraisal report was prepared.

5. If this appraisal report was transmitted as an "electronic record" containing my "electronic signature," as those terms are defined in applicable federal and/or state laws (excluding audio and video recordings), or a facsimile transmission of this appraisal report containing a copy or representation of my signature, the appraisal report shall be as effective, enforceable and valid as if a paper version of this appraisal report were delivered containing my original hand written signature.

APPRAISER

Signature _____
Name Eugene Garvin, Jr.
Company Name GARVIN APPRAISALS
Company Address 5 CALENDAR COURT STE 103
COLUMBIA, SC 29206
Telephone Number 803-779-4243
Email Address ecgarvin@garvinappraisals.com
Date of Signature and Report 09/21/2012
Effective Date of Appraisal 09/13/2012
State Certification # 2746
or State License # _____
or Other _____ State # _____
State SC
Expiration Date of Certification or License 06/30/2014

ADDRESS OF PROPERTY APPRAISED
4824 Linden Street
Columbia, SC 29203
APPRAISED VALUE OF SUBJECT PROPERTY $ 25,000
LENDER/CLIENT
Name No AMC
Company Name South Carolina Bank & Trust
Company Address 700 Gervais Street
Columbia, SC 29201
Email Address _____

SUPERVISORY APPRAISER (ONLY IF REQUIRED)

Signature _____
Name _____
Company Name _____
Company Address _____

Telephone Number _____
Email Address _____
Date of Signature _____
State Certification # _____
or State License # _____
State _____
Expiration Date of Certification or License _____

SUBJECT PROPERTY

☐ Did not inspect subject property
☐ Did inspect exterior of subject property from street
Date of Inspection _____
☐ Did inspect interior and exterior of subject property
Date of Inspection _____

COMPARABLE SALES

☐ Did not inspect exterior of comparable sales from street
☐ Did inspect exterior of comparable sales from street
Date of Inspection _____

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Market Conditions Addendum to the Appraisal Report File No. 091217G

The purpose of this addendum is to provide the lender/client with a clear and accurate understanding of the market trends and conditions prevalent in the subject neighborhood. This is a required addendum for all appraisal reports with an effective date on or after April 1, 2009.

Property Address 4824 Linden Street City Columbia State SC ZIP Code 29203

Borrower N/A

Instructions: The appraiser must use the information required on this form as the basis for his/her conclusions, and must provide support for those conclusions, regarding housing trends and overall market conditions as reported in the Neighborhood section of the appraisal report form. The appraiser must fill in all the information to the extent it is available and reliable and must provide analysis as indicated below. If any required data is unavailable or is considered unreliable, the appraiser must provide an explanation. It is recognized that not all data sources will be able to provide data for the shaded areas below; if it is available, however, the appraiser must include the data in the analysis. If data sources provide the required information as an average instead of the median, the appraiser should report the available figure and identify it as an average. Sales and listings must be properties that compete with the subject property, determined by applying the criteria that would be used by a prospective buyer of the subject property. The appraiser must explain any anomalies in the data, such as seasonal markets, new construction, foreclosures, etc.

MARKET RESEARCH & ANALYSIS

Inventory Analysis	Prior 7-12 Months	Prior 4-6 Months	Current - 3 Months	Overall Trend
Total # of Comparable Sales (Settled)	3	3	3	[ ] Increasing [X] Stable [ ] Declining
Absorption Rate (Total Sales/Months)	0.50	1.00	1.00	[ ] Increasing [X] Stable [ ] Declining
Total # of Comparable Active Listings	12	14	14	[ ] Declining [X] Stable [ ] Increasing
Months of Housing Supply (Total Listings/Ab.Rate)	24.00	14.00	14.00	[ ] Declining [X] Stable [ ] Increasing
Median Sale & List Price, DOM, Sale/List %	Prior 7-12 Months	Prior 4-6 Months	Current - 3 Months	Overall Trend
Median Comparable Sale Price	$22,000	$25,000	$24,900	[ ] Increasing [X] Stable [ ] Declining
Median Comparable Sales Days on Market	74	113	195	[ ] Declining [X] Stable [ ] Increasing
Median Comparable List Price	$37,000	$34,250	$39,000	[ ] Increasing [X] Stable [ ] Declining
Median Comparable Listings Days on Market	279.5	258	242	[X] Declining [ ] Stable [ ] Increasing
Median Sale Price as % of List Price	87.30%	94.41%	89.25%	[ ] Increasing [X] Stable [ ] Declining
Seller-(developer, builder, etc.) paid financial assistance prevalent?		[X] Yes [ ] No		[ ] Declining [X] Stable [ ] Increasing

Explain in detail the seller concessions trends for the past 12 months (e.g., seller contributions increased from 3% to 5%, increasing use of buydowns, closing costs, condo fees, options, etc.). Seller concessions are typical for this neighborhood and that trend has held steady for the previous 12 months. It does not appear that these concessions are increasing, but as always they are negotiated by the seller & borrower.

Are foreclosure sales (REO sales) a factor in the market? [X] Yes [ ] No If yes, explain (including the trends in listings and sales of foreclosed properties).
Foreclosure sales do occur in this particular market. In the past they were purchased by investors who would repair or renovate the properties and place them back on the market at competitive prices. However with the banks now reluctant to make investor loans they are directly listing REO and often accepting below market offers.

Cite data sources for above information. tax assessor's office/CMLS/appraiser's office data

Summarize the above information as support for your conclusions in the Neighborhood section of the appraisal report form. If you used any additional information, such as an analysis of pending sales and/or expired and withdrawn listings, to formulate your conclusions, provide both an explanation and support for your conclusions.
The above data supports the information in the Neighborhood section of the appraisal report. There has been a slowdown of sales in the general area due to the current economic conditions. Due to limited sales, it is difficult to determine if any significant trends have been established.

CONDO/COOP PROJECTS

If the subject is a unit in a condominium or cooperative project, complete the following: **Project Name:**

Subject Project Data	Prior 7-12 Months	Prior 4-6 Months	Current - 3 Months	Overall Trend
Total # of Comparable Sales (Settled)				[ ] Increasing [ ] Stable [ ] Declining
Absorption Rate (Total Sales/Months)				[ ] Increasing [ ] Stable [ ] Declining
Total # of Active Comparable Listings				[ ] Declining [ ] Stable [ ] Increasing
Months of Unit Supply (Total Listings/Ab. Rate)				[ ] Declining [ ] Stable [ ] Increasing

Are foreclosure sales (REO sales) a factor in the project? [ ] Yes [ ] No If yes, indicate the number of REO listings and explain the trends in listings and sales of foreclosed properties.

Summarize the above trends and address the impact on the subject unit and project.

APPRAISER

Signature	Signature
Appraiser Name Eugene Garvin, Jr.	Appraiser Name
Company Name GARVIN APPRAISALS	Company Name
Company Address 5 CALENDAR COURT STE 103, COLUMBIA, SC 29206	Company Address
State License/Certification # 2746 State SC	State License/Certification # State
Email Address ecgarvin@garvinappraisals.com	Email Address

ELECTRONICALLY FILED - 2018 May 01 4:08 PM - RICHLAND - COMMON PLEAS - CASE#2011CP4006318

145

File No. 091217G
Case No.

Borrower N/A
Property Address 4824 Linden Street
City Columbia County Richland State SC Zip Code 29203
Lender/Client South Carolina Bank & Trust Address 700 Gervais Street, Columbia, SC 29201

Requirements - Condition and Quality Ratings Usage

Appraisers must utilize the following standardized conditions and quality ratings within the appraisal report.

Condition Ratings and Definitions

C1 - The improvements have been very recently constructed and have not previously been occupied. The entire structure and all components are new and the dwelling features no physical deprecation.*

**Note: Newly constructed improvements that feature recycled materials and/or components can be considered new dwellings provided that the dwelling is placed on a 100% new foundation and recycled materials and the recycled components have been rehabilitated/re-manufactured into like-new condition. Recently constructed improvements that have not been previously occupied are not considered "new" if they have significant physical depreciation (i.e., newly constructed dwellings that have been vacant for an extended period of time without adequate maintenance or upkeep).*

C2 - The improvements feature no deferred maintenance, little or no physical depreciation, and require no repairs. Virtually all building components are new or have been recently repaired, refinished, or rehabilitated. All outdated components and finished have been updated and/or replaced with components that meet current standards. Dwellings in this category either are almost new or have been recently completely renovated and are similar in condition to new construction.

C3 - The improvements are well maintained and feature limited physical depreciation due to normal wear and tear. some components, but not every major building component, may be updated or recently rehabilitated. The structure has been well maintained.

C4 - The improvements feature some minor deferred maintenance and physical deterioration due to normal wear and tear. The dwelling has been adequately maintained and requires only minimal repairs to building components/mechanical systems and cosmetic repairs. All major building components have been adequately maintained and are functionally adequate.

C5 - The improvements feature obvious deferred maintenance and are in need of some significant repairs. Some building components need repairs, rehabilitation, or updating. The functional utility and overall livability is somewhat diminished due to condition, but the dwelling remains useable and functional as a residence.

C6 - The improvements have substantial damage or deferred maintenance with deficiencies or defects that are severe enough to affect the safety, soundness, or structural integrity of the improvements. The improvements are in need of substantial repairs and rehabilitation, including many or most major components.

Quality Ratings and Definitions

Q1 - Dwellings with this quality rating are usually unique structures that are individually designed by an architect for a specified use. Such residences typically are constructed from detailed architectural plans and specifications and feature an exceptionally high level of workmanship and exceptionally high-grade materials throughout the interior and exterior of the structure. The design features exceptionally high-quality exterior refinements and ornamentation, and exceptionally high-quality interior refinements. The workmanship, materials, and finishes throughout the dwelling are exceptionally high quality.

Q2 - Dwellings with this quality rating are often custom designed for construction on an individual property owner's site. However, dwellings in this quality grade are also found in high-quality tract developments featuring residences constructed from individual plans or from highly modified or upgraded plans. The design features detailed high-quality exterior ornamentation, high-quality interior refinements, and detail. The workmanship, materials, and finishes throughout the dwelling are of exceptionally high quality.

Q3 - Dwellings with this quality rating are residences of higher quality built from individual or readily available designer plans in above-standard residential tract developments or on an individual property owner's site. The design includes significant exterior ornamentation and interiors that are well finished. The workmanship exceeds acceptable standards and many materials and finishes throughout the dwelling have been upgraded from "stock" standards.

Q4 - Dwellings with this quality rating meet or exceed the requirements of applicable building codes. Standard or modified standard building plans are utilized and the design includes adequate fenestration and some exterior ornamentation and interior refinements. Materials, workmanship, finish, and equipment are of stock or builder grade and may feature some upgrades.

Q5 - Dwellings with this quality rating feature economy of construction and basic functionality as main considerations. Such dwellings feature a plain design using readily available or basic floor plans featuring minimal fenestration and basic finishes with minimal exterior ornamentation and limited interior detail. These dwellings meet minimum building codes and are constructed with inexpensive, stock materials with limited refinements and upgrades.

Q6 - Dwellings with this quality rating are of basic quality and lower cost; some may not be suitable for year-round occupancy. Such dwellings are often built with simple plans or without plans, often utilizing the lowest quality building materials. Such dwellings are often built or expanded by persons who are professionally unskilled or possess only minimal construction skills. Electrical, plumbing, and other mechanical systems and equipment may be minimal or non-existent. Older dwellings may feature one or more substandard non-conforming additions to the original structure.

Definitions of Not Updated, Updated, and Remodeled

Not Updated - Little or no updating or modernization. This description includes, but is not limited to, new homes. Residential properties of fifteen years of age or less often reflect an original condition with no updating, if no major components have been replaced or updated. Those over fifteen years of age are also considered not updated if the appliances, fixtures, and finishes are predominantly dated. An area that is 'Not Updated' may still be well maintained and fully functional, and this rating does not necessarily imply deferred maintenance or physical/functional deterioration.

Updated - The area of the home has been modified to meet current market expectations. These modifications are limited in terms of both scope and cost. An updated area of the home should have an improved look and feel, or functional utility. Changes that constitute updates include refurbishment and/or replacing components to meet existing market expectations. Updates do not include significant alterations to the existing structure.

Remodeled - Significant finish and/or structural changes have been made that increase utility and appeal through complete replacement and/or expansion. A remodeled area reflects fundamental changes that include multiple alterations. These alterations may include some or all of the following: replacement of a major component (cabinet(s), bathtub, or bathroom tile), relocation of plumbing/gas fixtures/appliances, significant structural alterations (relocating walls and/or the addition of square footage). This would include a complete gutting and rebuild.

Explanation of Bathroom Count

Three-quarter baths are counted as a full bath in all cases. Quarter baths (baths that feature only a toilet) are not included in the bathroom count. The number of full and half baths is reported by separating the two values using a period, where the full bath count is represented to the left of the period and the half bath count is represented to the right of the period.

Example: 3.2 indicates three full baths and two half baths.

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Abbreviation	Full Name	Appropriate Fields
ac	Acres	Area, Site
AdjPrk	Adjancent to Park	Location
AdjPwr	Adjacent to Power Lines	Location
A	Adverse	Location & View
ArmLth	Arms Length Sale	Sale or Financing Concessions
ba	Bathroom(s)	Basement & Finished Rooms Below Grade
br	Bedroom	Basement & Finished Rooms Below Grade
B	Beneficial	Location & View
Cash	Cash	Sale or Financing Concessions
CtySky	City View Skyline View	View
CtyStr	City Street View	View
Comm	Commercial Influence	Location
c	Contracted Date	Date of Sale/Time
Conv	Conventional	Sale or Financing Concessions
CrtOrd	Court Ordered Sale	Sale or Financing Concession
DOM	Days On Market	Data Sources
e	Expiration Date	Date of Sale/Time
Estate	Estate Sale	Sale or Financing Concessions
FHA	Federal Housing Authority	Sale or Financing Concessions
GlfCse	Golf Course	Location
Glfvw	Golf Course View	View
Ind	Industrial	Location & View
In	Interior Only Stairs	Basement & Finished Rooms Below Grade
Lndfl	Landfill	Location
LtdSght	Limited Sight	View
Listing	Listing	Sale or Financing Concessions
Mtn	Mountain View	View
N	Neutral	Location & View
NonArm	Non-Arms Length Sale	Sale or Financing Concessions
BsyRdm	Busy Road	Locations
o	Other	Basement & Finished Rooms Below Grade
Prk	Park View	View
Pstrl	Pastoral View	View
PwrLn	Power Lines	View
PubTrn	Public Transportation	Location
rr	Recreational (Rec) Room	Basement & Finished Rooms Below Grade
Relo	Relocation Sale	Sale or Financing Concessions
REO	REO Sale	Sale or Financing Concessions
Res	Residential	Location & View
RH	USDA - Rural Housing	Sale or Financing Concessions
s	Settlement Date	Date of Sale/Time
Short	Short Sale	Sale or Financing Concessions
sf	Square Feet	Area, Site, Basement
Unk	Unknown	Date of Sale/Time
VA	Veterans Administration	Sale or Financing Concessions
w	Withdraw Date	Date of Sale/Time
wo	Walk Out Basement	Basement & Finished Rooms Below Grade
wu	Walk Up Basement	Basement & Finished Rooms Below Grade
WtrFr	Water Frontage	Location
Wtr	Water View	View
Woods	Woods View	View

ABBREVIATED ENTRY	OVERALL VIEW RATING
N	Neutral
B	Beneficial
A	Adverse

ABBREVIATED ENTRY	VIEW FACTOR
Wtr	Water View
Pstrl	Pastoral View
Woods	Woods View
Prk	Park View
Glfvw	Golf Course View
CtySky	City View Skyline View
Mtn	Mountain View
Res	Residential View
CtyStr	City Street View
Ind	Industrial View
PwrLn	Power Lines
LtdSght	Limited Sight
See Instructions Below	Other - Appraiser to enter a
	description of the view*

Other: If a view factor not on this lit materially affects the value of the subject property, I the appraiser must enter a description of the view associated with the property (see second example below). The description entered must follow a reader of the appraisal report or understand what the view associated with the property actually is. Descriptors such as 'None', 'N/A', 'Typical', 'Average', etc., are unacceptable. Descriptions should be entered carefully because the same text will be represented in both the site section and the comparable sales grid for the subject property. The text must fit in the allowable space.

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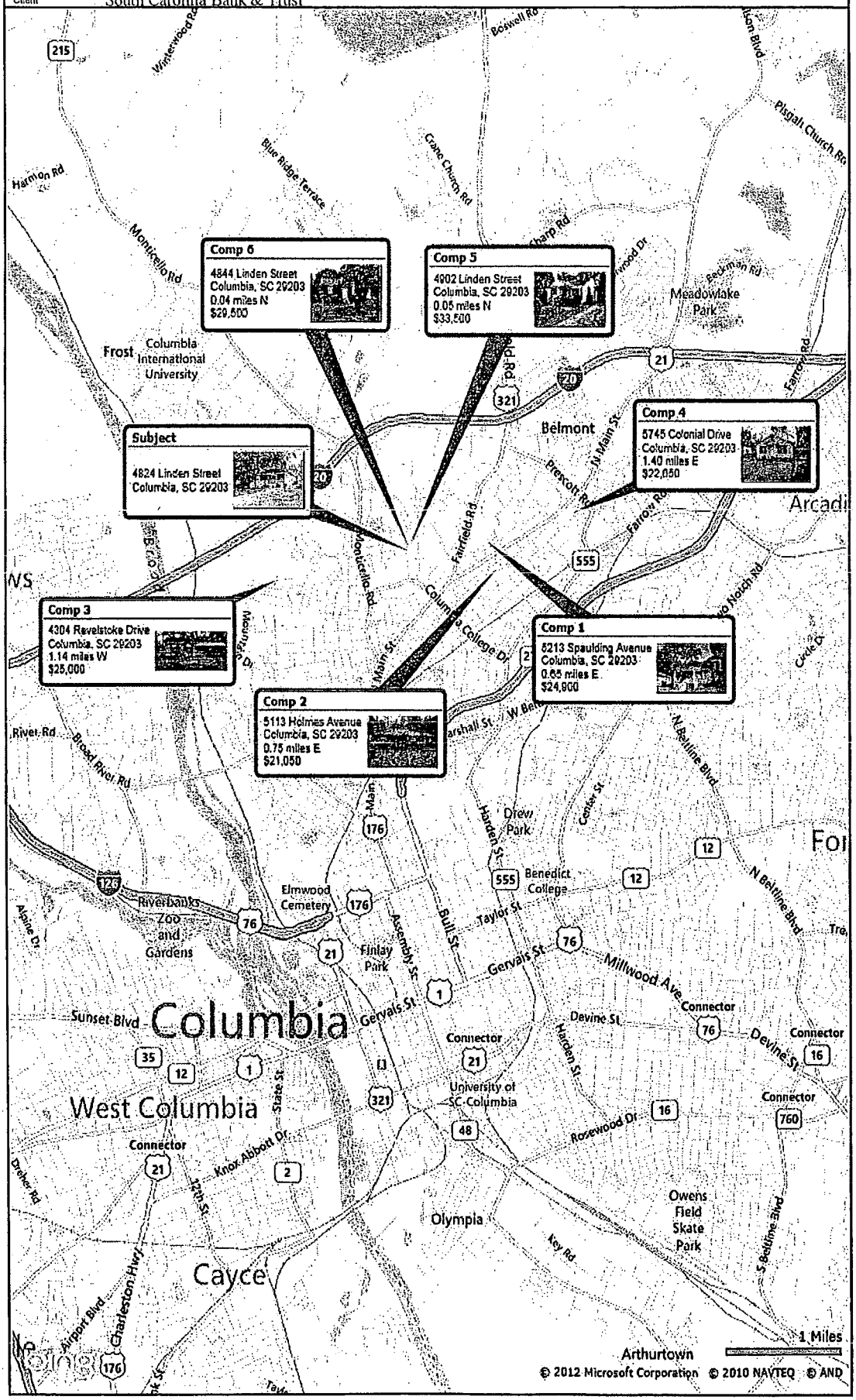
747

File No. 091217G

Location Map

Borrower or Owner N/A
Property Address 4824 Linden Street
City Columbia County Richland State SC Zip Code 29203
Client South Carolina Bank & Trust



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File No. 091217G

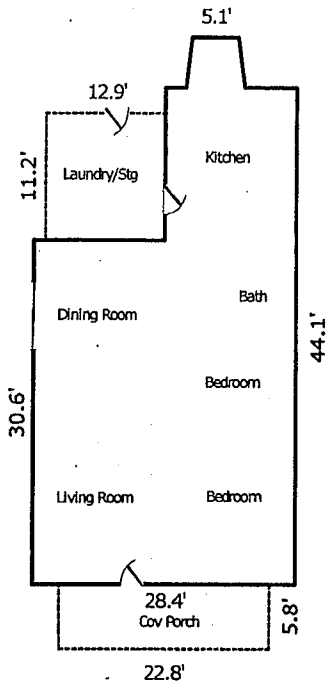
SKETCH ADDENDUM

Borrower or Owner N/A

Property Address 4824 Linden Street

City Columbia County Richland State SC Zip Code 29203

Client South Carolina Bank & Trust



Sketch by Apex Medina™

Comments:

AREA CALCULATIONS SUMMARY

Code	Description	Net Size	Net Totals
GLA1	First Floor	1088.2	1088.2
P/P	Encl Porch	144.5	
	Cov Porch	132.2	276.7
	Net LIVABLE Area	(rounded)	1088

LIVING AREA BREAKDOWN

Breakdown			Subtotals
First Floor			
0.5 x	4.5 x	0.7	1.6
	30.6 x	28.4	869.0
	13.5 x	14.3	193.1
0.5 x	0.7 x	4.5	1.6
	5.1 x	4.5	23.0
5 Items		(rounded)	1088

#49

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File No. 05-2170

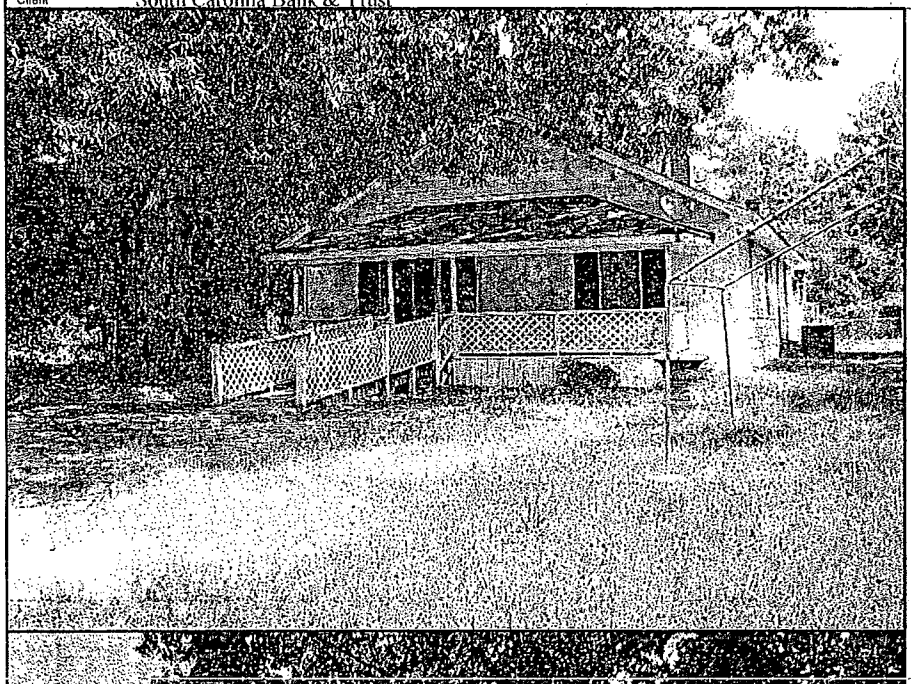
PHOTOGRAPH ADDENDUM

Borrower or Owner N/A

Property Address 4824 Linden Street

City Columbia County Richland State SC Zip Code 29203

Client South Carolina Bank & Trust



FRONT VIEW OF SUBJECT PROPERTY

REAR VIEW OF SUBJECT PROPERTY

STREET SCENE OF SUBJECT PROPERTY

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File No. 091217G

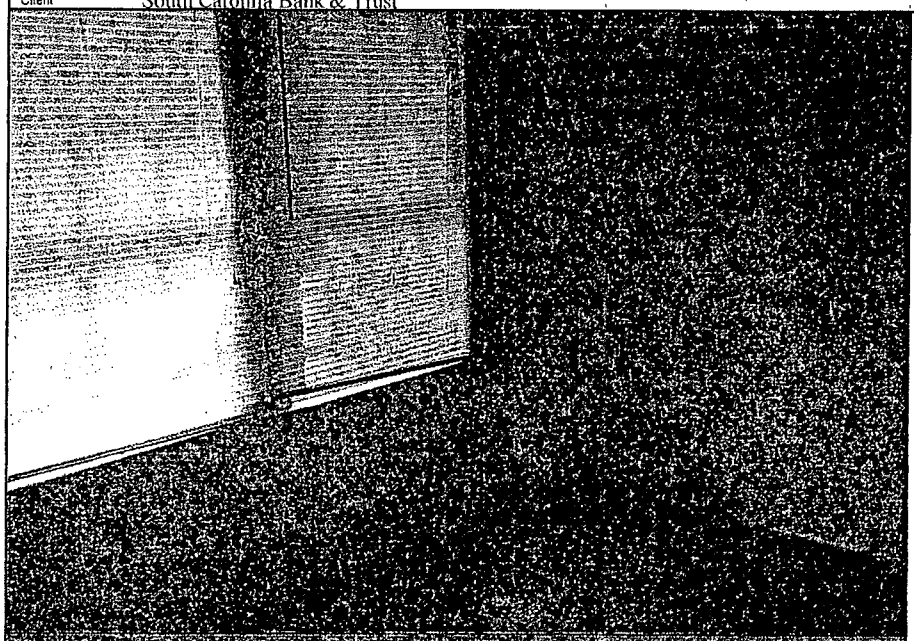
PHOTOGRAPH ADDENDUM

Borrower or Owner N/A

Property Address 4824 Linden Street

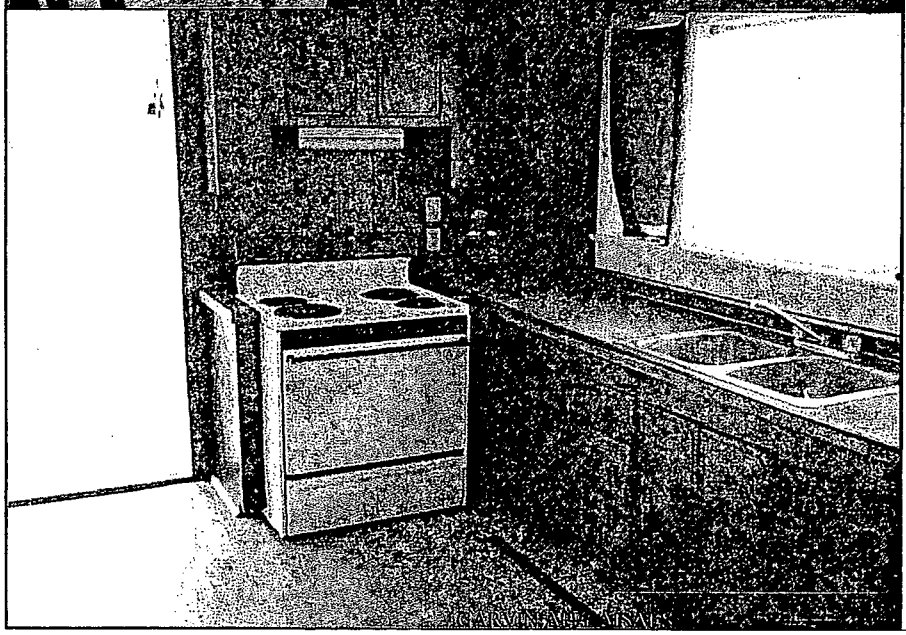
City Columbia County Richland State SC Zip Code 29203

Client South Carolina Bank & Trust



4824 Linden Street
LIVING ROOM

4824 Linden Street
DINING ROOM



4824 Linden Street
KITCHEN

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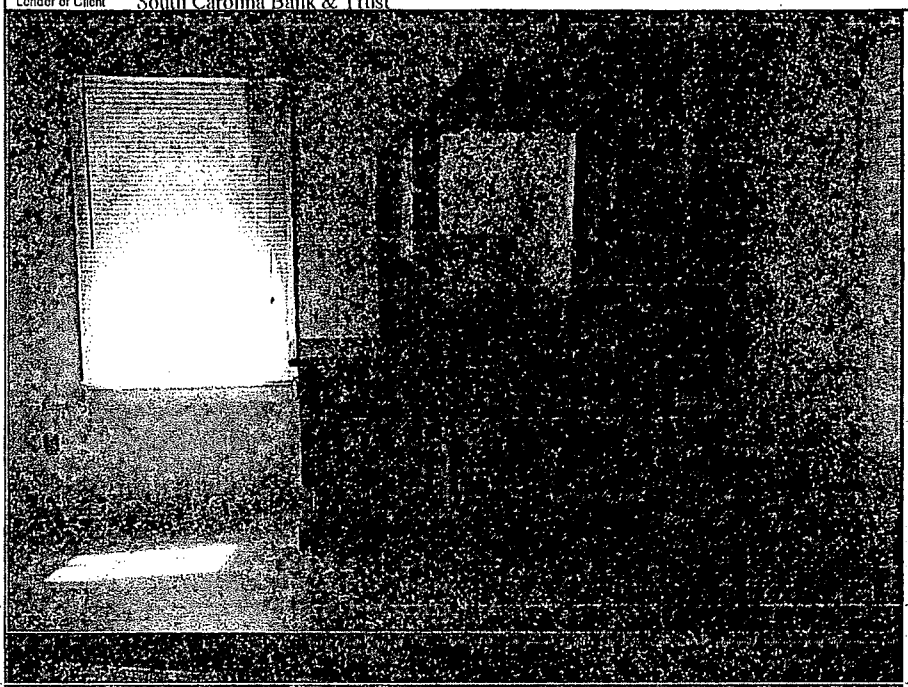
PHOTOGRAPH ADDENDUM

Borrower or Owner N/A
Property Address 4824 Linden Street
City Columbia County Richland State SC Zip Code 29203
Lender or Client South Carolina Bank & Trust



4824 Linden Street
BEDROOM

4824 Linden Street
BEDROOM

4824 Linden Street
BATH

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File No. 091217G

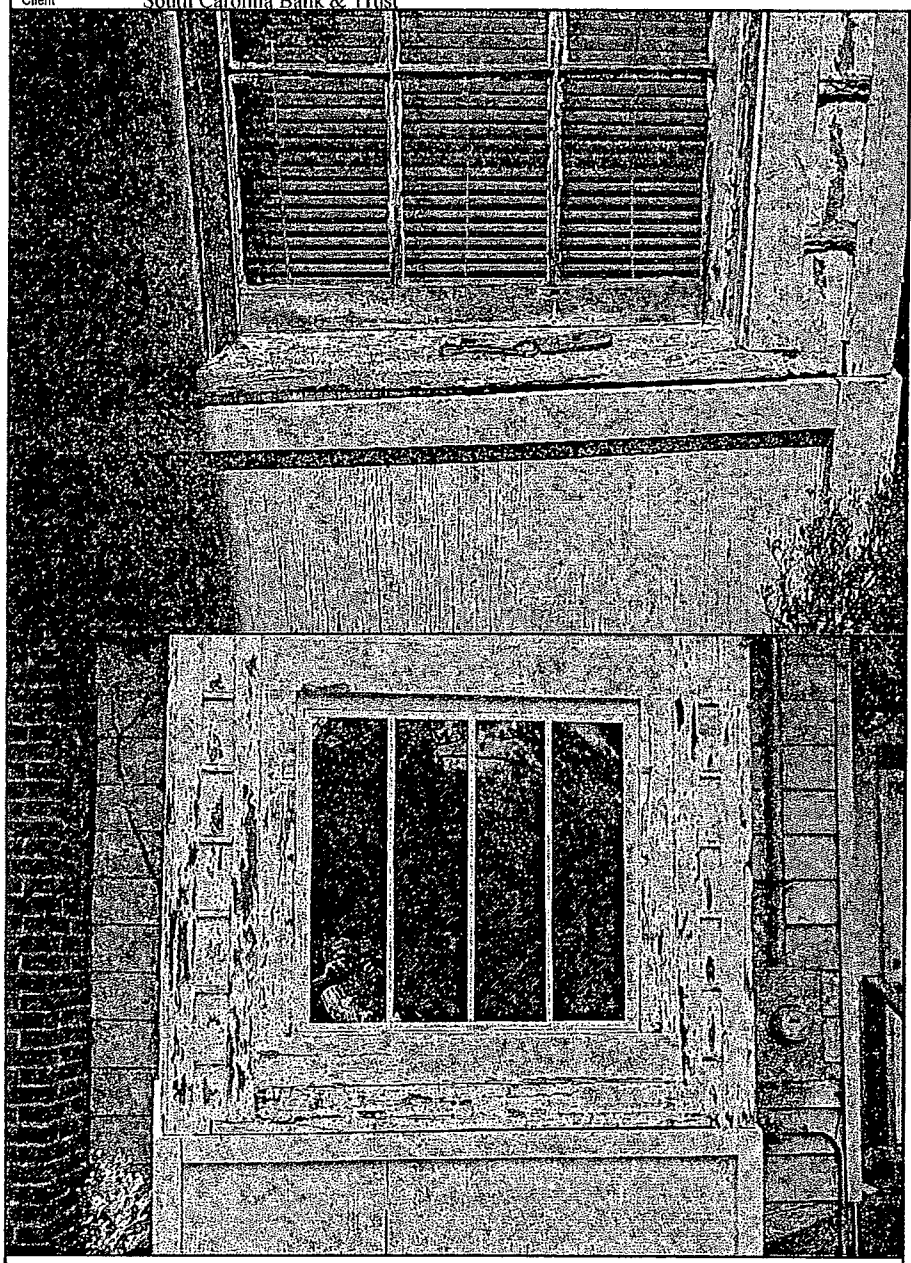
PHOTOGRAPH ADDENDUM

Borrower or Owner N/A

Property Address 4824 Linden Street

City Columbia County Richland State SC Zip Code 29203

Client South Carolina Bank & Trust



4824 Linden Street
PEELING PAIN

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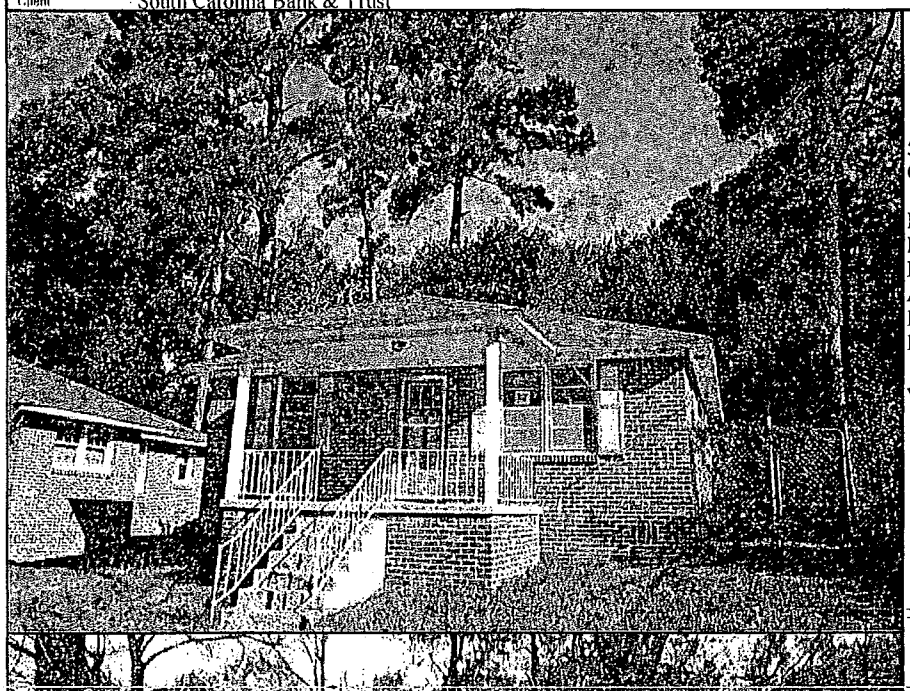
PHOTOGRAPH ADDENDUM

Borrower or Owner N/A
Property Address 4824 Linden Street
City Columbia County Richland State SC Zip Code 29203
Client South Carolina Bank & Trust



COMPARABLE #1

5213 Spaulding Avenue
Columbia, SC 29203

Price	$24,900
Price/SF	20.75
Date	s08/12;c08/12
Age	59
Room Count	5-2-1.0
Living Area	1,200
Value Indication	$24,600

COMPARABLE #2

5113 Holmes Avenue
Columbia, SC 29203

Price	$21,050
Price/SF	19.07
Date	s02/12;c02/12
Age	62
Room Count	5-2-1.0
Living Area	1,104
Value Indication	$21,050

COMPARABLE #3

4304 Revelstoke Drive
Columbia, SC 29203

Price	$25,000
Price/SF	27.47
Date	s06/12;c05/12
Age	42
Room Count	5-3-1.0
Living Area	910
Value Indication	$30,500

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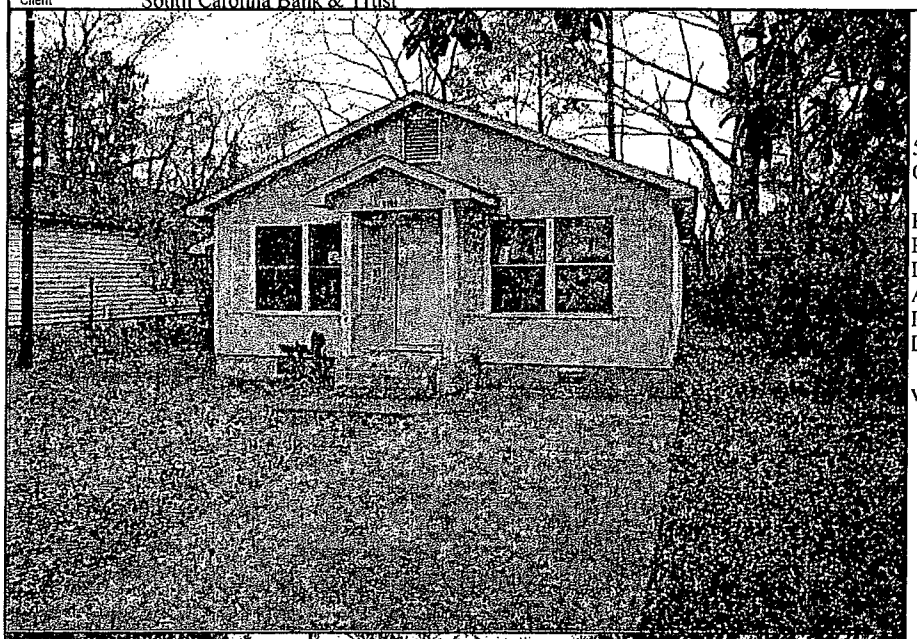
File No. 091217G

PHOTOGRAPH ADDENDUM

Borrower or Owner N/A
Property Address 4824 Linden Street
City Columbia County Richland State SC Zip Code 29203
Client South Carolina Bank & Trust



COMPARABLE #4

5745 Colonial Drive
Columbia, SC 29203

Price	$22,050
Price/SF	21.51
Date	s04/12;c03/12
Age	27
Room Count	5-3-1.1
Living Area	1,025
Value Indication	$24,150

COMPARABLE #5

4902 Linden Street
Columbia, SC 29203

Price	$33,500
Price/SF	33.50
Date	Active
Age	59
Room Count	5-2-1.0
Living Area	1,000
Value Indication	$35,700

COMPARABLE #6

4844 Linden Street
Columbia, SC 29203

Price	$29,500
Price/SF	31.93
Date	Active
Age	59
Room Count	5-2-1.0
Living Area	924
Value Indication	$34,600

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File No. 091217G

CURRENT LICENSES

Borrower or Owner N/A
Property Address 4824 Linden Street
City Columbia County Richland State SC Zip Code 29203
Client South Carolina Bank & Trust

State of South Carolina BCD 1017249
Department of Labor, Licensing and Regulation
Real Estate Appraisers Board

EUGENE C GARVIN JR

Is hereby entitled in practice as a:

Certified Residential Appraiser

License Number: **2746**

Expiration Date: 06/30/2014
OFFICE COPY

Tracy McCarley
Administrator

State of South Carolina BCD 1025327
Department of Labor, Licensing and Regulation
Real Estate Appraisers Board

THOMAS E. GARVIN

Is hereby entitled in practice as a:

Certified Residential Appraiser

License Number: **4831**

Expiration Date: 06/30/2014
OFFICE COPY

Tracy McCarley
Administrator

State of South Carolina BCD 1025327
Department of Labor, Licensing and Regulation
Real Estate Appraisers Board

O'NEIL H. CANNON II

Is hereby entitled in practice as a:

Certified Residential Appraiser

License Number: **4543**

Expiration Date: 06/30/2014
OFFICE COPY

Tracy McCarley
Administrator

ELECTRONICALLY FILED - 2018 May 01 4:08 PM - RICHLAND - COMMON PLEAS - CASE#2011CP4006318

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ROGERS TOWNSEND & THOMAS, PC
POST OFFICE BOX 100200 (29202)
1221 Main Street, 14th Floor
COLUMBIA, SOUTH CAROLINA 29201
P 803.771.7900 F 803.343.7017
W RTT-LAW.COM

Sean M. Foerster
Sean.Foerster@RTT-LAW.COM
P 803.744-1855

ROGERS TOWNSEND
ATTORNEYS AT LAW

September 1, 2017

Via regular mail & e-mail: SCOTTJ3@rcgov.us
The Honorable Joseph M. Strickland
P.O. Box 192
Columbia, SC 29202-0192

Re: *SCBT, N.A. vs. Sand Dollar 31, LLC; Rhonda Meisner*
Civil Action # 2011-CP-40-6317 and 2011-CP-40-6318
Our File # 16555.79

Dear Judge Strickland:

Pursuant to your Order entered on July 27, 2017, Plaintiff's designated appraiser, Eugene Garvin, and Defendant Rhonda Meisner's designated appraiser, Angela Buckley, convened to try and agree on the value of the two properties at issue in these foreclosure actions for purposes of establishing the deficiency amounts in accordance with the Appraisal Rights Statutes (S.C. Code Ann § 29-3-680 *et seq.*).

Please find enclosed a letter from Eugene Garvin stating his and Ms. Buckley's opinions as to the values of each property, along with his appraisal reports for each property, all of which Mr. Garvin asked that I forward to the Court. According to this letter, their opinions as to the "as is" value for each property are as follows:

- Civil Action # 2011-CP-40-6317—4824 Linden Street, Columbia, South Carolina 29203
  - Eugene Garvin: $25,000
  - Angela Buckley: $18,920 ($31,000 subject to repairs)

- Civil Action # 2011-CP-40-6318—8391 Winnsboro Road, Blythewood, SC
  - Eugene Garvin: $16,000
  - Angela Buckley: $15,470 ($20,000 subject to repairs)

To refresh your memory, in Civil Action # 2011-CP-40-6317, the Court entered a Judgment of Foreclosure and Sale in the amount of $63,734.92, and the property sold to Rhonda Meisner's LLC (SCORE LLC) for $25,001.00. In Civil Action # 2011-CP-40-6318, the Court entered a Judgment of Foreclosure and Sale in the amount of $43,220.45, and the property sold to Rhonda Meisner's LLC (SCORE LLC) for $10,501.00.

This firm collects debts for mortgage lenders and other creditors. Any information obtained will be used for that purpose. However, if you have previously received a discharge in bankruptcy, this message is not and should not be construed as an attempt to collect a debt, but only an enforcement of the lien against the property.

I would respectfully request that the Court accept this letter from Eugene Garvin and his two reports as the Return of Appraisers pursuant S.C. Code Ann. § 29-3-740. Plaintiff has paid Mr. Garvin for his services in complying with the Court's Order, and I would respectfully request that Rhonda Meisner be required to compensate Angela Buckley for her time in complying with the Order if she has not done so already.

There is a hearing currently scheduled in these cases for October 5, 2017, at 2:00 pm on Rhonda Meisner's Motion to Alter or Amend the Order of July 27. For reasons of judicial economy and efficiency, I would respectfully request that the Court also take up the issue of setting the deficiency amounts in each case at that time.

Finally, the Court has under advisement the issue of whether the attorney's fees awarded in the Judgments of Foreclosure and Sale entered in each case were reasonable. This issue was argued before the Court at hearings on July 27, 2016, and on February 1, 2017.

The Court originally awarded $6,000 in attorney's fees to Plaintiff in Civil Action # 2011-CP-40-6317 and $8,000 in attorney's fees to Plaintiff in Civil Action # 2011-CP-40-6318. At the hearings, Plaintiff submitted affidavits and billing records for both cases showing that the attorney's fees it incurred in these two cases exceeded the amount awarded in the original judgments. These affidavits and records are filed with the Clerk of Court. Plaintiff's position has been that the original attorney's fee awards in both cases were reasonable and should be upheld.

Therefore, Plaintiff would respectfully request a ruling on the issue of whether the attorney's fees awarded in both cases were reasonable. Please let me know if any further information or briefing would be helpful to the Court in making its determination on that issue.

Thank you for your time and consideration of the important issues in these two cases. I look forward to appearing before you in the near future.

Very truly yours,

Sean M. Foerster

/SMF
Enclosures

cc:
Glenn E. Bowens, Esquire
PO Box 424
Winnsboro, SC 129180

Rhonda Meisner
PO Box 689
Blythewood, SC 29016

This firm collects debts for mortgage lenders and other creditors. Any information obtained will be used for that purpose. However, if you have previously received a discharge in bankruptcy, this message is not and should not be construed as an attempt to collect a debt, but only an enforcement of the lien against the property.

Garvin Appraisals & Properties, LLC
5 Calendar Court, Suite 103
Columbia, SC 29206

August 30, 2017

Sean M. Foerster
Rogers Townsend & Thomas
P. O. Box 100200
Columbia, SC 29202

Re: SCBT, N.A. vs Sand Dollar 31, LLC; Rhonda Meisner
Civil Action #2011-CP-40-6317 and 2011-CP-40-6318

Dear Mr. Foerster:

I have contacted the defendant's appraiser, Angela Buckley, and we discussed our appraisals on the properties involved in this proceeding. I appraised 8391 Winnsboro Road, Blythewood, SC 29016 on 09/17/2012 as a manufactured home "as is" for $16,000. According to Ms. Buckley, she appraised this same property as a manufactured home on 09/14/2012 for $20,000 but "subject to" repair work totaling $4,530. If the repair work is deducted from the $20,000 opinion of value the net value of her appraisal is $15,470.

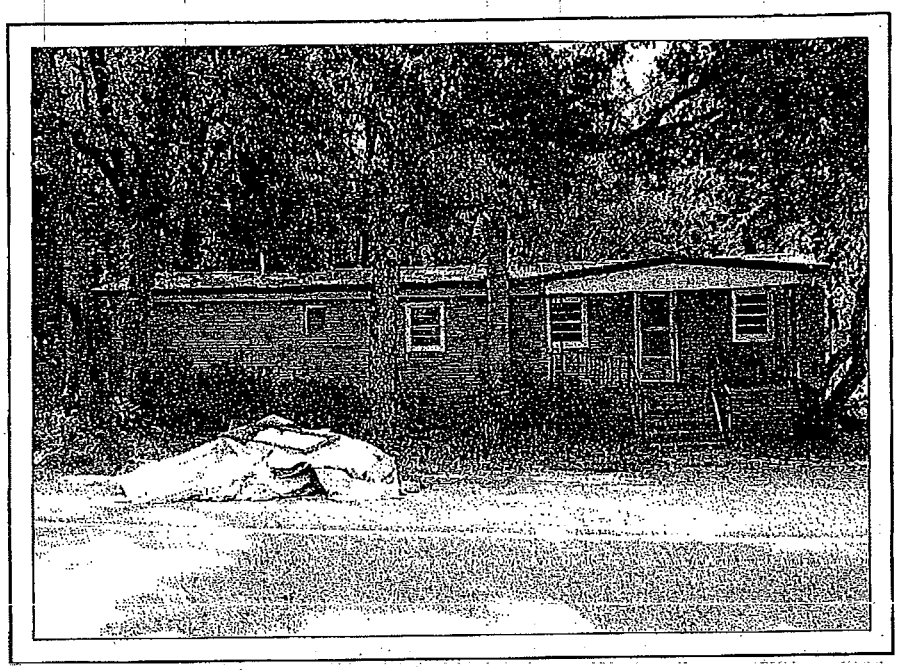
I appraised 4824 Linden Street, Columbia, SC 29203 on 09/13/2012 as a single family residential "as is" for $25,000. According to Ms. Buckley, she appraised this same property on 09/14/2012 for $31,000 but "subject to" repairs of $12,080. If the repair work is deducted from the $31,000 opinion of value the net value of her appraisal is $18,920. Her appraisals are "subject to" the repair work being completed and when and if that occurs then the values are the $20,000 for 8391 Winnsboro Road and $31,000 for 4824 Linden Street. I do not know if Ms. Buckley did any final inspections to determine if the repair work on either property was completed.

I stand by my opinion of value for both properties as of the effective date of my reports shown above. Ms. Buckley has not stated directly to me, but from my conversation I am convinced, that she would concur that she also stands by her opinion of value of the properties as of the effective dates of her appraisals shown above.

If you have any questions or need to discuss this further, please do not hesitate to contact me.

Yours truly

Eugene C. Garvin, Jr.
CR 2746



SUMMARY APPRAISAL REPORT

OF THE REAL PROPERTY LOCATED AT

8391 Winnsboro Road
Blythewood, SC 29016

for

South Carolina Bank & Trust
700 Gervais Street
Columbia, SC
29201

as of

09/17/2012

by

Eugene Garvin, Jr.
5 CALENDAR COURT STE 103
COLUMBIA, SC 29206

GARVIN APPRAISALS

GARVIN APPRAISALS
5 CALENDAR COURT STE 103
COLUMBIA, SC 29206
803-779-4243

September 21, 2012

South Carolina Bank & Trust
700 Gervais Street
Columbia, SC
29201

Property -	8391 Winnsboro Road Blythewood, SC 29016
Borrower -	N/A
File No. -	091218G
Case No. -	

Dear :

In accordance with your request, I have prepared an appraisal of the real property located at 8391 Winnsboro Road, Blythewood, SC.

The purpose of the appraisal is to provide an opinion of the market value of the property described in the body of this report.

Enclosed, please find the Summary Report which describes certain data gathered during our investigation of the property. The methods of approach and reasoning in the valuation of the various physical and economic factors of the subject property are contained in this report.

An inspection of the property and a study of pertinent factors, including valuation trends and an analysis of neighborhood data, led the appraiser to the conclusion that the market value, as of 09/17/2012 is :

$16,000

The opinion of value expressed in this report is contingent upon the Limiting Conditions attached to this report.

It has been a pleasure to assist you. If I may be of further service to you in the future, please let me know.

Respectfully submitted,

GARVIN APPRAISALS

Eugene Garvin, Jr.
SC Certification #2746

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Manufactured Home Appraisal Report

File # 091218G

The purpose of this summary appraisal report is to provide the lender/client with an accurate, and adequately supported, opinion of the market value of the subject property.

SUBJECT

Property Address 8391 Winnsboro Road City Blythewood State SC Zip Code 29016
Borrower N/A Owner of Public Record SC Operating Room Equip. County Richland
Legal Description Deed Book 1157, Page 3375
Assessor's Parcel # 10100-01-12 Tax Year 2011 R.E. Taxes $ 512
Neighborhood Name Blythewood Map Reference Blythewood Census Tract 102.00
Occupant [ ] Owner [ ] Tenant [X] Vacant Project Type (if applicable) [ ] PUD [ ] Condominium [ ] Cooperative [ ] Other (describe)
Special Assessments $ N/A HOA $ N/A [ ] per year [ ] per month
Property Rights Appraised [X] Fee Simple [ ] Leasehold [ ] Other (describe)
Assignment Type [ ] Purchase Transaction [ ] Refinance Transaction [X] Other (describe) Determine Market Value for Client
Lender/Client South Carolina Bank & Trust Address 700 Gervais Street, Columbia, SC 29201
Is the subject property currently offered for sale or has it been offered for sale in the twelve months prior to the effective date of the appraisal? [ ] Yes [X] No
Report data source(s) used, offering price(s), and date(s). MLS

Manufactured homes located in either a condominium or cooperative project require the appraiser to inspect the project and complete the Project Information section of the Individual Condominium Unit Appraisal Report or the Individual Cooperative Interest Appraisal Report and attach it as an addendum to this report.

CONTRACT

I [ ] did [ ] did not analyze the contract for sale for the subject purchase transaction. Explain the results of the analysis of the contract for sale or why the analysis was not performed.

Contract Price$ Date of Contract Is the property seller the owner of public record? [ ] Yes [ ] No Data Source(s)
Is there any financial assistance (loan charges, sale concessions, gift or downpayment assistance, etc.) to be paid by any party on behalf of the borrower? [ ] Yes [ ] No
If Yes, report the total dollar amount and describe the items to be paid:

I [ ] did [X] did not analyze the manufacturer's invoice. Explain the results of the analysis of the manufacturer's invoice or why the analysis was not performed.
Invoice not available
Retailer's Name (New Construction) N/A

NEIGHBORHOOD

Note: Race and the racial composition of the neighborhood are not appraisal factors.

Neighborhood Characteristics				Manufactured Housing Trends				Manufactured Housing		Present Land Use %	
Location	[ ] Urban	[ ] Suburban	[X] Rural	Property Values	[ ] Increasing	[X] Stable	[ ] Declining	PRICE $(000)	AGE (yrs)	One-Unit	40.0 %
Built-Up	[ ] Over 75%	[X] 25-75%	[ ] Under 25%	Demand/Supply	[ ] Shortage	[X] In Balance	[ ] Over Supply	15 Low	new	2-4 Unit	%
Growth	[ ] Rapid	[ ] Stable	[X] Slow	Marketing Time	[ ] Under 3 mths	[ ] 3-6 mths	[X] Over 6 mths	65 High	50	Multi-Family	%
								30 Pred.	20	Commercial	5.0 %
										Other	55.0 %

Neighborhood Boundaries to the north by Wildflower Road & Muller Road, east & south by I-20, and west by SC Hwy 260.

Neighborhood Description The subject property is located approximately 15 miles north of the downtown Columbia area off on the Winnsboro Road in northern Richland County. This area allows for average access to employment centers, shopping and schools. *** See Additional Comments ***

Market Conditions (including support for the above conclusions) Market conditions are currently attractive as interest rates remain at historical lows. Property values in the neighborhood appear to be stable. Supply and demand are in balance with typical exposure times being over six months. *** See Additional Comments ***

SITE

Dimensions unable to obtain dimensions (tax map incl) Area .27+-ac Shape irregular View residential/woods
Specific Zoning Classification RU Zoning Description rural district manufactured homes allowed
Zoning Compliance [X] Legal [ ] Legal Nonconforming (Grandfathered Use) [ ] No Zoning [ ] Illegal (describe)
Is the highest and best use of the subject property as improved (or as proposed per plans and specifications) the present use? [X] Yes [ ] No If No, describe

Utilities	Public	Other (describe)		Public	Other (describe)	Off-site Improvements-Type	Public	Private
Electricity	[X]	[ ]	Water	[ ]	[X] well	Street asphalt	[X]	[ ]
Gas	[X]	[ ]	Sanitary Sewer	[ ]	[X] septic	Alley none	[ ]	[ ]

FEMA Special Flood Hazard Area [ ] Yes [X] No FEMA Flood Zone X FEMA Map # 4501700050 G FEMA Map Date 01/19/94
Are the utilities and off-site improvements typical for the market area? [X] Yes [ ] No If No, describe

Is the site size, shape and topography generally conforming to and acceptable in the market area? [X] Yes [ ] No If No, explain

Is there adequate vehicular access to the subject property? [X] Yes [ ] No If No, describe

Is the street properly maintained? [X] Yes [ ] No If No, describe

Are there any adverse site conditions or external factors (easements, encroachments, environmental conditions, land uses, etc.)? [ ] Yes [X] No If Yes, describe
However, your appraiser is not an environmental expert.

HUD DATA PLATE

The HUD Data Plate/Compliance Certificate is located on the interior of the subject and contains, among other things, the manufacturer's name, trade/model name, year manufactured and serial number. The HUD Certification Label is located on the exterior of each section of the home.
Is the HUD Data Plate/Compliance Certificate attached to the dwelling? [ ] Yes [X] No If Yes, identify the location. If No, provide the data source(s) for the HUD Data Plate/Compliance Certificate information. No HUD Data Plate/Compliance Certificate information available.
Is a HUD Certification Label attached to the exterior of each section of the dwelling? [ ] Yes [X] No If No, provide the data source(s) for the HUD Certification Label #'s
No HUD Data Plate/Compliance Certification Label #'s available.

Manufacturer's Serial #(s)/VIN #(s) Unknown
HUD Certification Label #(s) Unknown
Manufacturer's Name Unknown Trade/Model Unknown Date of Manufacture Unknown
Do the Wind, Roof Load, and Thermal Zones meet the minimum HUD requirements for the location of the subject property? [X] Yes [ ] No If No, explain
It is assumed that the subject property meets the HUD requirements for its location.

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IMPROVEMENTS

GENERAL DESCRIPTION		FOUNDATION		EXTERIOR DESCRIPTION materials/condition		INTERIOR materials/condition	
# of Units	[X] One [ ] Additions	[ ] Poured Concrete [ ] Concrete Runners		Siding	brick veneer/fair	Floors	laminate/vinyl/avg
# of Stories	[X] 1 [ ] 2 [ ] Other	[X] Block & Pier [ ] Other-att. description		Exterior Walls	brick/masonite/fair	Walls	panel/drywall/avg
Design (Style)	single wide	[ ] Full Basement [ ] Partial Basement		Roof Surface	metal/average	Trim/Finish	wood/avg
# of Sections	[X] 1 [ ] 2 [ ] 3	Basement Area	None sq. ft.	Gutters & Downspouts	none	Bath Floor	vinyl/fair
[ ] Other		Basement Finish	N/A %	Window Type	DH wood/metal/fair	Bath Wainscot	fibrlgs/fair
Type	[X] Det. [ ] Att. [ ] S-Det./End Unit	[N] Outside Entry/Exit [N] Sump Pump		Storm Sash/Insulated	none	Car Storage	[ ] None
[X] Existing	[ ] Proposed [ ] Under Const.	Evidence of [N] Infestation		Screens	partial/fair	[X] Driveway	# of Cars 2
Year Built	1969 Effective Age (Yrs) 30	[N] Dampness [N] Settlement		Doors	wood/fair	Driveway Surface	concrete/dirt
Attic	[X] None	Heating [X] FWA [ ] HWBB [ ] Radiant		Amenities	[ ] WoodStove(s)#	[ ] Garage	# of Cars none
[ ] Drop Stair	[ ] Stairs	[ ] Other Fuel	gas	[ ] Fireplace(s) #	[X] Fence	[ ] Carport	# of Cars none
[ ] Floor	[ ] Scuttle	Cooling [X] Central Air Conditioning		[ ] Patio/Deck	[X] Porch	[ ] Attached	[ ] Detached
[ ] Finished	[ ] Heated	[ ] Individual [ ] Other		[ ] Pool	[ ] Other	[ ] Built-In	

Appliances [ ] Refrigerator [P] Range/Oven [ ] Dishwasher [ ] Disposal [ ] Microwave [ ] Washer/Dryer [ ] Other (describe)

Finished area above grade contains: 5 Rooms 3 Bedrooms 1 Bath(s) 920 Square Feet of Gross Living Area Above Grade

Describe any additions or modifications (decks, rooms, remodeling, etc.) The subject property appears to have originally been a single wide manufactured home that has been "bricked in" with a rear addition of two bedrooms & a hallway. The subject property has some panel walls. *** See Additional Comments ***

Installer's Name Unknown Date Installed Unknown Model year Unknown

Is the manufactured home attached to a permanent foundation system? [X] Yes [ ] No If No, describe foundation system and the manner of attachment

Have the towing hitch, wheels, and axles been removed? [X] Yes [ ] No If No, explain.

Is the manufactured home permanently connected to a septic tank or sewage system and other utilities? [X] Yes [ ] No If No, explain

Does the dwelling have sufficient gross living area and room dimensions to be acceptable to the market? [X] Yes [ ] No If No, explain

Additional features (special energy efficient items, non-realty items, etc.) None

The appraiser must rate the quality of construction for the subject unit based on objective criteria (such as N.A.D.A. Manufactured Housing Appraisal Guide®, Marshall & Swift Residential Cost Handbook®, or other published cost service). The appraiser must also report the source used for this quality of construction rating determination.

Quality [ ] Poor [ ] Fair [X] Average [ ] Good [ ] Excellent Identify source of quality rating Marshall & Swift

Describe the condition of the property (including needed repairs, deterioration, renovations, remodeling, etc.). The subject property is considered to be in average to fair condition. The masonite portion of the exterior siding is deteriorating. At the time of the inspection and according to the owner, the HVAC system was not working and in need of repair. A free standing range was the only appliance in the kitchen. *** See Additional Comments ***

Are there any physical deficiencies or adverse conditions that affect the livability, soundness, or structural integrity of the property? [ ] Yes [X] No If Yes, describe

However, your appraiser could conduct a head & shoulders inspection of the crawl space only. It appears the subject foundations is block & brick piers on a brick curtain wall. *** See Additional Comments ***

Does the property generally conform to the neighborhood (functional utility, style, condition, use, construction, etc.)? [X] Yes [ ] No If No, describe

COST APPROACH

Provide adequate information for the lender/client to replicate the below cost figures and calculations.

Support for the opinion of site value (summary of comparable land sales or other methods for estimating site value) The site value was estimated from closed sales and active listings in the MLS and information obtained from the Tax Assessor's Web site. The Cost Approach is not required.

ESTIMATED [ ] REPRODUCTION OR [ ] REPLACEMENT COST NEW

Source of cost data | Effective date of cost data | Quality rating from cost service

OPINION OF SITE VALUE		$
Section One	Sq. ft. @ $	$
Section Two	Sq. ft. @ $	$
Section Three	Sq. ft. @ $	$
Section Four	Sq. ft. @ $	$
		$
		$
		$
	Sub-total:	$
	Cost Multiplier (if applicable):	X
	Modified Sub-total:	
	Physical Depreciation or Condition Modifier:	
	Functional Obsolescence (not used for N.A.D.A.):	
	External Depreciation or State Location Modifier:	
	Delivery, Installation, and Setup (not used for N.A.D.A.):	$
	Other Depreciated Site Improvements:	$
	Market Value of Subject Site (as supported above):	$ 10,000
	Indicated Value by Cost Approach	$

Exterior Dimensions of the Subject Unit

Section One	X	=	Sq. ft.
Section Two	X	=	Sq. ft.
Section Three	X	=	Sq. ft.
Section Four	X	=	Sq. ft.
Total Gross Living Area:			Sq. ft.

Other Data Identification

N.A.D.A. Data Identification Info: Edition Mo: Yr:

MH State: Region: Size: ft. x ft.

Gray pg. White pg. Black SVS pg.

15 years and older Conversion Chart pg. Yellow pg.

Comments:

Estimated Remaining Economic Life (HUD and VA only) Years

Summary of Cost Approach N/A

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There are 2 comparable properties currently offered for sale in the subject neighborhood ranging in price from $ 34900 to $ 39900

There are 15 comparable sales in the subject neighborhood within the past twelve months ranging in sale price from $ 13000 to $ 40000

SALES COMPARISON APPROACH

FEATURE	SUBJECT	COMPARABLE SALE # 1		COMPARABLE SALE # 2		COMPARABLE SALE # 3	
Address	8391 Winnsboro Road Blythewood, SC 29016	303 Ashley Creek Drive Elgin, SC 29045		709 Big Fork Road Winnsboro, SC 29180		201 Robin Hood Road Elgin, SC 29045	
Proximity to Subject		16.33 miles E		6.26 miles NW		11.05 miles E	
Sale Price	$		$ 21,700		$ 16,000		$ 35,000
Sale Price/Gross Liv. Area	$ sq. ft.	$ 23.48 sq. ft.		$ 13.99 sq. ft.		$ 31.11 sq. ft.	
Manufactured Home		[X] Yes [ ] No		[X] Yes [ ] No		[X] Yes [ ] No	
Data Source(s)		MLS/Tax Assessor		MLS/Tax Assessor		MLS/Tax Assessor	
Verification Source(s)		Appraiser		Appraiser		Appraiser	
VALUE ADJUSTMENTS	DESCRIPTION	DESCRIPTION	+(-)$ Adjustment	DESCRIPTION	+(-)$ Adjustment	DESCRIPTION	+(-)$ Adjustment
Sale or Financing		cash no		cash no		unknown	
Concessions		concessions		concessions		unknown	
Date of Sale/Time		06/18/12 closed		09/14/12 closed		02/08/12 closed	
Location	rural	rural		rural		rural	
Leasehold/Fee Simple	fee simple	fee simple		fee simple		fee simple	
Site	.27+-ac	1.04+-ac		1+-ac		1.31+-ac	-2,500
View	resident/woods	woods		resident/woods		resident/woods	
Design (Style)	manufactured	manufactured		manufactured		manufactured	
Quality of Construction	average	average		average		average	
Actual Age	43	20		15		15	
Condition	fair-average	average	-3,000	fair-average		average	-3,000
Above Grade Room Count (Total / Bdrms. / Baths)	5 / 3 / 1	5 / 2 / 2	-3,000	5 / 3 / 2	-3,000	5 / 2 / 2	-3,000
Gross Living Area	920 sq. ft.	924 sq. ft.		1,144 sq. ft.	-4,500	1,125 sq. ft.	-4,100
Basement & Finished Rooms Below Grade	none	none		none		none	
Functional Utility	good	good		good		good	
Heating/Cooling	central	central		none	+2,500	five/twin units	+2,500
Energy Efficient Items	none	none		none		none	
Garage/Carport	none	none		single carport	-1,000	det dbl garage	-1,500
Porch/Patio/Deck	cpor	deck	+1,000	cpor		deck	+1,000
	no f/p	no f/p		one f/p	-1,000	one f/p	-1,000
Net Adjustment (Total)		[ ] + [X] -	$ -5,000	[ ] + [X] -	$ -7,000	[ ] + [X] -	$ -11,600
Adjusted Sale Price of Comparables		Net Adj. 23.04% Gross Adj 32.26%	$ 16,700	Net Adj. 43.75% Gross Adj 75.00%	$ 9,000	Net Adj. 33.14% Gross Adj 53.14%	$ 23,400

I [X] did [ ] did not research the sale or transfer history of the subject property and comparable sales. If not, explain

My research [X] did [ ] did not reveal any prior sales or transfers of the subject property for the three years prior to the effective date of this appraisal.

Data Source(s) bank source/Masters Report

My research [X] did [ ] did not reveal any prior sales or transfers of the comparable sales for the prior year to the date of sale of the comparable sale.

Data Source(s) Tax Assessor

Report the results of the research and analysis of the prior sale or transfer history of the subject property and comparable sales (report additional prior sales on page 4).

ITEM	SUBJECT	COMPARABLE SALE # 1	COMPARABLE SALE # 2	COMPARABLE SALE # 3
Date of Prior Sale/Transfer	08/08/2012	12/05/2011		02/08/12
Price of Prior Sale/Transfer	10,501	50,000		26,000
Data Source(s)	Masters Report	tax assessor/MLS	tax assessor/MLS	tax assessor/MLS
Effective Date of Data Source(s)	09/21/2012	09/21/2012	09/21/2012	09/21/2012

Analysis of prior sale or transfer history of the subject property and comparable sales The subject property and comp one were foreclosure sales as shown above. According to the MLS, comp three was an estate sale as shown above. According to the tax assessor's office there were no other prior sales of the subject property within the previous 36 months and no prior sales on comp two within the previous 12 months from the sales date posted above.

Summary of Sales Comparison Approach All three comps are manufactured homes in similar settings as the subject. Based on information obtained from the tax assessor's office a slight adjustment is made for comp three under the "site" item. According to the comments and interior photos posted in the MLS, comps one & three differ slightly as to "condition". Comp three is dated. All three comps exceed the proximity guidelines and the adjustments for all three comps are excessive. This is typical & unavoidable when appraising manufactured homes in this type of rural setting in northern Richland County due to a lack of recent sales in the immediate neighborhood. For valuation purposes, the use of all three comps to determine market value is warranted. *** See Additional Comments ***

Indicated Value by Sales Comparison Approach $ 16,000

RECONCILIATION

Indicated Value by: Sales Comparison Approach $ 16,000 Cost Approach $ Not Required Income Approach (If developed) $ N/A

This appraisal is made [ ] "as is," [ ] subject to completion per plans and specifications on the basis of a hypothetical condition that the improvements have been completed, [X] subject to the following repairs or alterations on the basis of a hypothetical condition that the repairs or alterations have been completed, or [ ] subject to the following required inspection based on the extraordinary assumption that the condition or deficiency does not require alteration or repair. subject to the HVAC system being repaired and becoming operational.

Based on a complete visual inspection of the interior and exterior areas of the subject property, defined scope of work, statement of assumptions and limiting conditions, and appraiser's certification, my (our) opinion of the market value, as defined, of the real property that is the subject of this report is $ 16,000, as of 09/17/2012, which is the date of inspection and the effective date of this appraisal.

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ADDITIONAL COMMENTS

This appraisal report is not intended to be used for insurance purposes. I have performed no other services, as an appraiser or in any other capacity, regarding the property that is the subject of the work under review within the three year period immediately preceding acceptance of this assignment. This report has been electronically prepared in compliance with the USPAP Guidelines which included a digital signature and adequate security measures in place to protect the integrity of the data produced by the appraiser. There is no personal property included in the value opinion of the subject property.

INCOME

INCOME APPROACH TO VALUE (not required by Fannie Mae.)

Estimated Monthly Market Rent $ | X Gross Rent Multiplier | = $ | Indicated Value by Income Approach

Summary of Income Approach (including support for market rent and GRM) N/A

PUD INFORMATION

PROJECT INFORMATION FOR PUDs (if applicable)

Is the developer/builder in control of the Homeowners' Association (HOA)? ☐ Yes ☐ No Unit type(s) ☐ Detached ☐ Attached

Provide the following information for PUDs ONLY if the developer/builder is in control of the HOA and the subject property is an attached dwelling unit.

Legal name of project N/A

Total number of phases	Total number of units	Total number of units sold
Total number of units rented	Total number of units for sale	Data Source(s)

Was the project created by the conversion of existing building(s) into a PUD? ☐ Yes ☐ No If Yes, date of conversion

Does the project contain any multi-dwelling units? ☐ Yes ☐ No Data Source(s)

Are the units, common elements, and recreation facilities complete? ☐ Yes ☐ No If No, describe the status of completion.

Are the common elements leased to or by the Homeowners' Association? ☐ Yes ☐ No If Yes, describe the rental terms and options.

Describe common elements and recreational facilities.

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ADDITIONAL COMMENTS

Borrower or Owner N/A
Property Address 8391 Winnsboro Road
City Blythewood County Richland State SC Zip Code 29016
Lender or Client South Carolina Bank & Trust

SCOPE OF THE APPRAISAL

The Owner of Public Record is the South Carolina Operating Room Equipment, LLC.

NEIGHBORHOOD DESCRIPTION

There is a variety of properties in the general neighborhood including manufactured homes, bungalow residential properties, custom built medium to large homes on multiple acre sites, commercial properties and vacant land. Overall marketability and acceptance for this area is average. The subject property is considered to be on the fringe of the popular Blythewood community.

MARKET CONDITIONS

Homes in the neighborhood are typically financed with VA, FHA and conventional loans with the buyer and seller negotiating closing costs. The exposure time is the estimated length of time that the property interest being appraised would have been offered on the market prior to the hypothetical consummation of a sale at market value on the effective date of the appraisal. Exposure time is a retrospective opinion based on an anyalysis of past events assuming competitive and open market. The 55% "Other" under the Percent Land Use section above is vacant land.

ADDITIONS / MODIFICATIONS TO SUBJECT

6.5' to 7' ceilings, no attic access found by your appraiser, and block pier foundation. These are all characteristics of a manufactured home. The Richland County Tax Assessor's office indicates the "County Use Code" as Mobile Home and the "Universal Lane Use" as Mobile Home. Therefore, your appraiser is making the assumption that the subject property is a modified manufactured home.

CONDITION OF PROPERTY

There is some type of heating device located in the living room. It is not known if this is a supplemental heating device or if it is operational. The current owner did not know what this was or if it was operational. The power was on and water was on. It appears at one time there was a detached double carport adjacent to the dwelling; however the roof has been removed and the area is now a double car parking pad. Overall quality of construction is considered to be average. There is no functional obsolesence noted. There is a slight degree of external obsolesence due to the subject location on a heavily traveled major road. Physical depreciation is typical of properties of similar age, maintenance and quality of construction.

LIVABILITY, SOUNDESS, STRUCTURAL INTEGRITY

Your appraiser cannot certify to the soundness of the foundation.

SUMMARY OF SALES COMPARISON APPROACH

A final value opinion of $16,000 is within market range. The Intended User of this appraisal report is the Client. The Intended Use is to evaluate the property that is the subject of this appraisal for bank purposes, subject to the stated Scope of Work, purpose of the appraisal, reporting requirements of the appraisal form, and Definition of Market Value. No additional Users are identified by the appraiser.

Manufactured Home Appraisal Report

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This report form is designed to report an appraisal of a one-unit manufactured home; including a manufactured home in a planned unit development (PUD). A Manufactured home located in either a condominium or cooperative project requires the appraiser to inspect the project and complete the project information section of the Individual Condominium Unit Appraisal Report or the Individual Cooperative Interest Appraisal Report and attach it as an addendum to this report.

This appraisal report is subject to the following scope of work, intended use, intended user, definition of market value, statement of assumptions and limiting conditions, and certifications. Modifications, additions, or deletions to the intended use, intended user, definition of market value, or assumptions and limiting conditions are not permitted. The appraiser may expand the scope of work to include any additional research or analysis necessary based on the complexity of this appraisal assignment. Modifications or deletions to the certifications are also not permitted. However, additional certifications that do not constitute material alterations to this appraisal report, such as those required by law or those related to the appraiser's continuing education or membership in an appraisal organization, are permitted.

SCOPE OF WORK: The scope of work for this appraisal is defined by the complexity of this appraisal assignment and the reporting requirements of this appraisal report form, including the following definition of market value, statement of assumptions and limiting conditions, and certifications. The appraiser must, at a minimum: (1) perform a complete visual inspection of the interior and exterior areas of the subject property, (2) inspect the neighborhood, (3) inspect each of the comparable sales from at least the street, (4) research, verify, and analyze data from reliable public and/or private sources, and (5) report his or her analysis, opinions, and conclusions in this appraisal report.

INTENDED USE: The intended use of this appraisal report is for the lender/client to evaluate the property that is the subject of this appraisal for a mortgage finance transaction.

INTENDED USER: The intended user of this appraisal report is the lender/client.

DEFINITION OF MARKET VALUE: The most probable price which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller, each acting prudently, knowledgeably and assuming the price is not affected by undue stimulus. Implicit in this definition is the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby: (1) buyer and seller are typically motivated; (2) both parties are well informed or well advised, and each acting in what he or she considers his or her own best interest; (3) a reasonable time is allowed for exposure in the open market; (4) payment is made in terms of cash in U. S. dollars or in terms of financial arrangements comparable thereto; and (5) the price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions* granted by anyone associated with the sale.

*Adjustments to the comparables must be made for special or creative financing or sales concessions. No adjustments are necessary for those costs which are normally paid by sellers as a result of tradition or law in a market area; these costs are readily identifiable since the seller pays these costs in virtually all sales transactions. Special or creative financing adjustments can be made to the comparable property by comparisons to financing terms offered by a third party institutional lender that is not already involved in the property or transaction. Any adjustment should not be calculated on a mechanical dollar for dollar cost of the financing or concession but the dollar amount of any adjustment should approximate the market's reaction to the financing or concessions based on the appraiser's judgment.

STATEMENT OF ASSUMPTIONS AND LIMITING CONDITIONS: The appraiser's certification in this report is subject to the following assumptions and limiting conditions:

1. The appraiser will not be responsible for matters of a legal nature that affect either the property being appraised or the title to it, except for information that he or she became aware of during the research involved in performing this appraisal. The appraiser assumes that the title is good and marketable and will not render any opinions about the title.

2. The appraiser has provided a sketch in this appraisal report to show approximate dimensions of the improvements. The sketch is included only to assist the reader in visualizing the property and understanding the appraiser's determination of its size.

3. The appraiser has examined the available flood maps that are provided by the Federal Emergency Management Agency (or other data sources) and has noted in this appraisal report whether any portion of the subject site is located in an identified Special Flood Hazard Area. Because the appraiser is not a surveyor, he or she makes no guarantees, express or implied, regarding this determination.

4. The appraiser will not give testimony or appear in court because he or she made an appraisal of the property in question, unless specific arrangements to do so have been made beforehand, or as otherwise required by law.

5. The appraiser has noted in this appraisal report any adverse conditions (such as needed repairs, deterioration, the presence of hazardous wastes, toxic substances, etc.) observed during the inspection of the subject property or that he or she became aware of during the research involved in performing this appraisal. Unless otherwise stated in this appraisal report, the appraiser has no knowledge of any hidden or unapparent physical deficiencies or adverse conditions of the property (such as, but not limited to, needed repairs, deterioration, the presence of hazardous wastes, toxic substances, adverse environmental conditions, etc.) that would make the property less valuable, and has assumed that there are no such conditions and makes no guarantees or warranties, express or implied. The appraiser will not be responsible for any such conditions that do exist or for any engineering or testing that might be required to discover whether such conditions exist. Because the appraiser is not an expert in the field of environmental hazards, this appraisal report must not be considered as an environmental assessment of the property.

6. The appraiser has based his or her appraisal report and valuation conclusion for an appraisal that is subject to satisfactory completion, repairs, or alterations on the assumption that the completion, repairs, or alterations of the subject property will be performed in a professional manner.

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File # 091218G

APPRAISER'S CERTIFICATION: The Appraiser certifies and agrees that:

1. I have, at a minimum, developed and reported this appraisal in accordance with the scope of work requirements stated in this appraisal report.

2. I performed a complete visual inspection of the interior and exterior areas of the subject property. I reported the condition of the improvements in factual, specific terms. I identified and reported the physical deficiencies that could affect the livability, soundness, or structural integrity of the property.

3. I performed this appraisal in accordance with the requirements of the Uniform Standards of Professional Appraisal Practice that were adopted and promulgated by the Appraisal Standards Board of The Appraisal Foundation and that were in place at the time this appraisal report was prepared.

4. I developed my opinion of the market value of the real property that is the subject of this report based on the sales comparison approach to value. I also developed the cost approach to value as support for the sales comparison approach. I have adequate comparable market and cost data to develop reliable sales comparison and cost approaches for this appraisal assignment. I further certify that I considered the income approach to value but did not develop it, unless otherwise indicated in this report.

5. I researched, verified, analyzed, and reported on any current agreement for sale for the subject property, any offering for sale of the subject property in the twelve months prior to the effective date of this appraisal, and the prior sales of the subject property for a minimum of three years prior to the effective date of this appraisal, unless otherwise indicated in this report.

6. I researched, verified, analyzed, and reported on the prior sales of the comparable sales for a minimum of one year prior to the date of sale of the comparable sale, unless otherwise indicated in this report.

7. I selected and used comparable sales that are locationally, physically, and functionally the most similar to the subject property.

8. I have not used comparable sales that were the result of combining a land sale with the contract purchase price of a home that has been built or will be built on the land.

9. I have reported adjustments to the comparable sales that reflect the market's reaction to the differences between the subject property and the comparable sales.

10. I verified, from a disinterested source, all information in this report that was provided by parties who have a financial interest in the sale or financing of the subject property.

11. I have knowledge and experience in appraising this type of property in this market area.

12. I am aware of, and have access to, the necessary and appropriate public and private data sources, such as multiple listing services, tax assessment records, public land records and other such data sources for the area in which the property is located.

13. I obtained the information, estimates, and opinions furnished by other parties and expressed in this appraisal report from reliable sources that I believe to be true and correct.

14. I have taken into consideration the factors that have an impact on value with respect to the subject neighborhood, subject property, and the proximity of the subject property to adverse influences in the development of my opinion of market value. I have noted in this appraisal report any adverse conditions (such as, but not limited to, needed repairs, deterioration, the presence of hazardous wastes, toxic substances, adverse environmental conditions, etc.) observed during the inspection of the subject property or that I became aware of during the research involved in performing this appraisal. I have considered these adverse conditions in my analysis of the property value, and have reported on the effect of the conditions on the value and marketability of the subject property.

15. I have not knowingly withheld any significant information from this appraisal report and, to the best of my knowledge, all statements and information in this appraisal report are true and correct.

16. I stated in this appraisal report my own personal, unbiased, and professional analysis, opinions, and conclusions, which are subject only to the assumptions and limiting conditions in this appraisal report.

17. I have no present or prospective interest in the property that is the subject of this report, and I have no present or prospective personal interest or bias with respect to the participants in the transaction. I did not base, either partially or completely, my analysis and/or opinion of market value in this appraisal report on the race, color, religion, sex, age, marital status, handicap, familial status, or national origin of either the prospective owners or occupants of the subject property or of the present owners or occupants of the properties in the vicinity of the subject property or on any other basis prohibited by law.

18. My employment and/or compensation for performing this appraisal or any future or anticipated appraisals was not conditioned on any agreement or understanding, written or otherwise, that I would report (or present analysis supporting) a predetermined specific value, a predetermined minimum value, a range or direction in value, a value that favors the cause of any party, or the attainment of a specific result or occurrence of a specific subsequent event (such as approval of a pending mortgageloanapplication).

19. I personally prepared all conclusions and opinions about the real estate that were set forth in this appraisal report. If I relied on significant real property appraisal assistance from any individual or individuals in the performance of this appraisal or the preparation of this appraisal report, I have named such individual(s) and disclosed the specific tasks performed in this appraisal report. I certify that any individual so named is qualified to perform the tasks. I have not authorized anyone to make a change to any item in this appraisal report; therefore, any change made to this appraisal is unauthorized and I will take no responsibility for it.

20. I identified the lender/client in this appraisal report who is the individual, organization, or agent for the organization that ordered and will receive this appraisal report.

Manufactured Home Appraisal Report

File # 091218G

21. The lender/client may disclose or distribute this appraisal report to: the borrower; another lender at the request of the borrower; the mortgagee or its successors and assigns; mortgage insurers; government sponsored enterprises; other secondary market participants; data collection or reporting services; professional appraisal organizations; any department, agency, or instrumentality of the United States; and any state, the District of Columbia, or other jurisdictions; without having to obtain the appraiser's or supervisory appraiser's (if applicable) consent. Such consent must be obtained before this appraisal report may be disclosed or distributed to any other party (including, but not limited to, the public through advertising, public relations, news, sales, or other media).

22. I am aware that any disclosure or distribution of this appraisal report by me or the lender/client may be subject to certain laws and regulations. Further, I am also subject to the provisions of the Uniform Standards of Professional Appraisal Practice that pertain to disclosure or distribution by me.

23. The borrower, another lender at the request of the borrower, the mortgagee or its successors and assigns, mortgage insurers, government sponsored enterprises, and other secondary market participants may rely on this appraisal report as part of any mortgage finance transaction that involves any one or more of these parties.

24. If this appraisal report was transmitted as an "electronic record" containing my "electronic signature," as those terms are defined in applicable federal and/or state laws (excluding audio and video recordings), or a facsimile transmission of this appraisal report containing a copy or representation of my signature, the appraisal report shall be as effective, enforceable and valid as if a paper version of this appraisal report were delivered containing my original hand written signature.

25. Any intentional or negligent misrepresentation(s) contained in this appraisal report may result in civil liability and/or criminal penalties including, but not limited to, fine or imprisonment or both under the provisions of Title 18, United States Code, Section 1001, et seq., or similar state laws.

SUPERVISORY APPRAISER'S CERTIFICATION: The Supervisory Appraiser certifies and agrees that:

1. I directly supervised the appraiser for this appraisal assignment, have read the appraisal report, and agree with the appraiser's analysis, opinions, statements, conclusions, and the appraiser's certification.

2. I accept full responsibility for the contents of this appraisal report including, but not limited to, the appraiser's analysis, opinions, statements, conclusions, and the appraiser's certification.

3. The appraiser identified in this appraisal report is either a sub-contractor or an employee of the supervisory appraiser (or the appraisal firm), is qualified to perform this appraisal, and is acceptable to perform this appraisal under the applicable state law.

4. This appraisal report complies with the Uniform Standards of Professional Appraisal Practice that were adopted and promulgated by the Appraisal Standards Board of The Appraisal Foundation and that were in place at the time this appraisal report was prepared.

5. If this appraisal report was transmitted as an "electronic record" containing my "electronic signature," as those terms are defined in applicable federal and/or state laws (excluding audio and video recordings), or a facsimile transmission of this appraisal report containing a copy or representation of my signature, the appraisal report shall be as effective, enforceable and valid as if a paper version of this appraisal report were delivered containing my original hand written signature.

APPRAISER

Signature _____
Name Eugene Garvin, Jr.
Company Name GARVIN APPRAISALS
Company Address 5 CALENDAR COURT STE 103
COLUMBIA, SC 29206
Telephone Number 803-779-4243
Email Address ecgarvin@garvinappraisals.com
Date of Signature and Report September 21, 2012
Effective Date of Appraisal 09/17/2012
State Certification # 2746
or State License # _____
or Other _____
State SC
Expiration Date of Certification or License 06/30/2014

ADDRESS OF PROPERTY APPRAISED
8391 Winnsboro Road
Blythewood, SC 29016

APPRAISED VALUE OF SUBJECT PROPERTY $ 16,000

LENDER/CLIENT
Name _____
Company Name South Carolina Bank & Trust
Company Address 700 Gervais Street, Columbia, SC 29201
Email Address _____

SUPERVISORY APPRAISER (ONLY IF REQUIRED)

Signature _____
Name _____
Company Name _____
Company Address _____
_____
Telephone Number _____
Email Address _____
Date of Signature _____
State Certification # _____
or State License # _____
State _____
Expiration Date of Certification or License _____

SUBJECT PROPERTY

☐ Did not inspect subject property
☐ Did inspect exterior of subject property from street
Date of Inspection _____
☐ Did inspect interior and exterior of subject property
Date of Inspection _____

COMPARABLE SALES

☐ Did not inspect exterior of comparable sales from street
☐ Did inspect exterior of comparable sales from street
Date of Inspection _____

Market Conditions Addendum to the Appraisal Report File No. 091218G

The purpose of this addendum is to provide the lender/client with a clear and accurate understanding of the market trends and conditions prevalent in the subject neighborhood. This is a required addendum for all appraisal reports with an effective date on or after April 1, 2009.

Property Address 8391 Winnsboro Road City Blythewood State SC ZIP Code 29016

Borrower N/A

Instructions: The appraiser must use the information required on this form as the basis for his/her conclusions, and must provide support for these conclusions, regarding housing trends and overall market conditions as reported in the Neighborhood section of the appraisal report form. The appraiser must fill in all the information to the extent it is available and reliable and must provide analysis as indicated below. If any required data is unavailable or is considered unreliable, the appraiser must provide an explanation. It is recognized that not all data sources will be able to provide data for the shaded areas below; if it is available, however, the appraiser must include the data in the analysis. If data sources provide the required information as an average instead of the median, the appraiser should report the available figure and identify it as an average. Sales and listings must be properties that compete with the subject property, determined by applying the criteria that would be used by a prospective buyer of the subject property. The appraiser must explain any anomalies in the data, such as seasonal markets, new construction, foreclosures, etc.

MARKET RESEARCH & ANALYSIS

Inventory Analysis	Prior 7-12 Months	Prior 4-6 Months	Current - 3 Months	Overall Trend
Total # of Comparable Sales (Settled)	5	7	3	[ ] Increasing [X] Stable [ ] Declining
Absorption Rate (Total Sales/Months)	0.83	2.33	1.00	[ ] Increasing [X] Stable [ ] Declining
Total # of Comparable Active Listings	4	2	2	[ ] Declining [X] Stable [ ] Increasing
Months of Housing Supply (Total Listings/Ab.Rate)	4.80	0.86	2.00	[ ] Declining [X] Stable [ ] Increasing
Median Sale & List Price, DOM, Sale/List %	**Prior 7-12 Months**	**Prior 4-6 Months**	**Current - 3 Months**	**Overall Trend**
Median Comparable Sale Price	$26,000	$32,500	$25,000	[ ] Increasing [X] Stable [ ] Declining
Median Comparable Sales Days on Market	54	54	20	[X] Declining [ ] Stable [ ] Increasing
Median Comparable List Price	$33,950	$22,450	$37,400	[ ] Increasing [X] Stable [ ] Declining
Median Comparable Listings Days on Market	63.5	51.5	64	[ ] Declining [X] Stable [ ] Increasing
Median Sale Price as % of List Price	94.59%	90.26%	90.12%	[ ] Increasing [X] Stable [ ] Declining
Seller-(developer, builder, etc.) paid financial assistance prevalent?	[X] Yes [ ] No			[ ] Declining [X] Stable [ ] Increasing

Explain in detail the seller concessions trends for the past 12 months (e.g., seller contributions increased from 3% to 5%, increasing use of buydowns, closing costs, condo fees, options, etc.). Seller concessions are typical for this neighborhood and that trend has held steady for the previous 12 months. It does not appear that these concessions are increasing, but as always they are negotiated by the seller & borrower.

Are foreclosure sales (REO sales) a factor in the market? [X] Yes [ ] No If yes, explain (including the trends in listings and sales of foreclosed properties). Foreclosure sales do occur in this particular market. In the past they were purchased by investors who would repair or renovate the properties and place them back on the market at competitive prices. However with the banks now reluctant to make investor loans they are directly listing REO and often accepting below market offers.

Cite data sources for above information. tax assessor's office/MLS/appraiser's office data

Summarize the above information as support for your conclusions in the Neighborhood section of the appraisal report form. If you used any additional information, such as an analysis of pending sales and/or expired and withdrawn listings, to formulate your conclusions, provide both an explanation and support for your conclusions.

The above data supports the information in the Neighborhood section of the appraisal report. There has been a slowdown of sales in the general area due to the current economic conditions. Due to limited sales, it is difficult to determine if any significant trends have been established.

CONDO/COOP PROJECTS

If the subject is a unit in a condominium or cooperative project, complete the following: Project Name:

Subject Project Data	Prior 7-12 Months	Prior 4-6 Months	Current - 3 Months	Overall Trend
Total # of Comparable Sales (Settled)				[ ] Increasing [ ] Stable [ ] Declining
Absorption Rate (Total Sales/Months)				[ ] Increasing [ ] Stable [ ] Declining
Total # of Active Comparable Listings				[ ] Declining [ ] Stable [ ] Increasing
Months of Unit Supply (Total Listings/Ab. Rate)				[ ] Declining [ ] Stable [ ] Increasing

Are foreclosure sales (REO sales) a factor in the project? [ ] Yes [ ] No If yes, indicate the number of REO listings and explain the trends in listings and sales of foreclosed properties.

Summarize the above trends and address the impact on the subject unit and project.

APPRAISER

Signature

Appraiser Name Eugene Garvin, Jr.

Company Name GARVIN APPRAISALS

Company Address 5 CALENDAR COURT STE 103, COLUMBIA, SC 29206

State License/Certification # 2746 State SC

Email Address ecgarvin@garvinappraisals.com

Signature

Appraiser Name

Company Name

Company Address

State License/Certification # State

Email Address

File No. 091218G

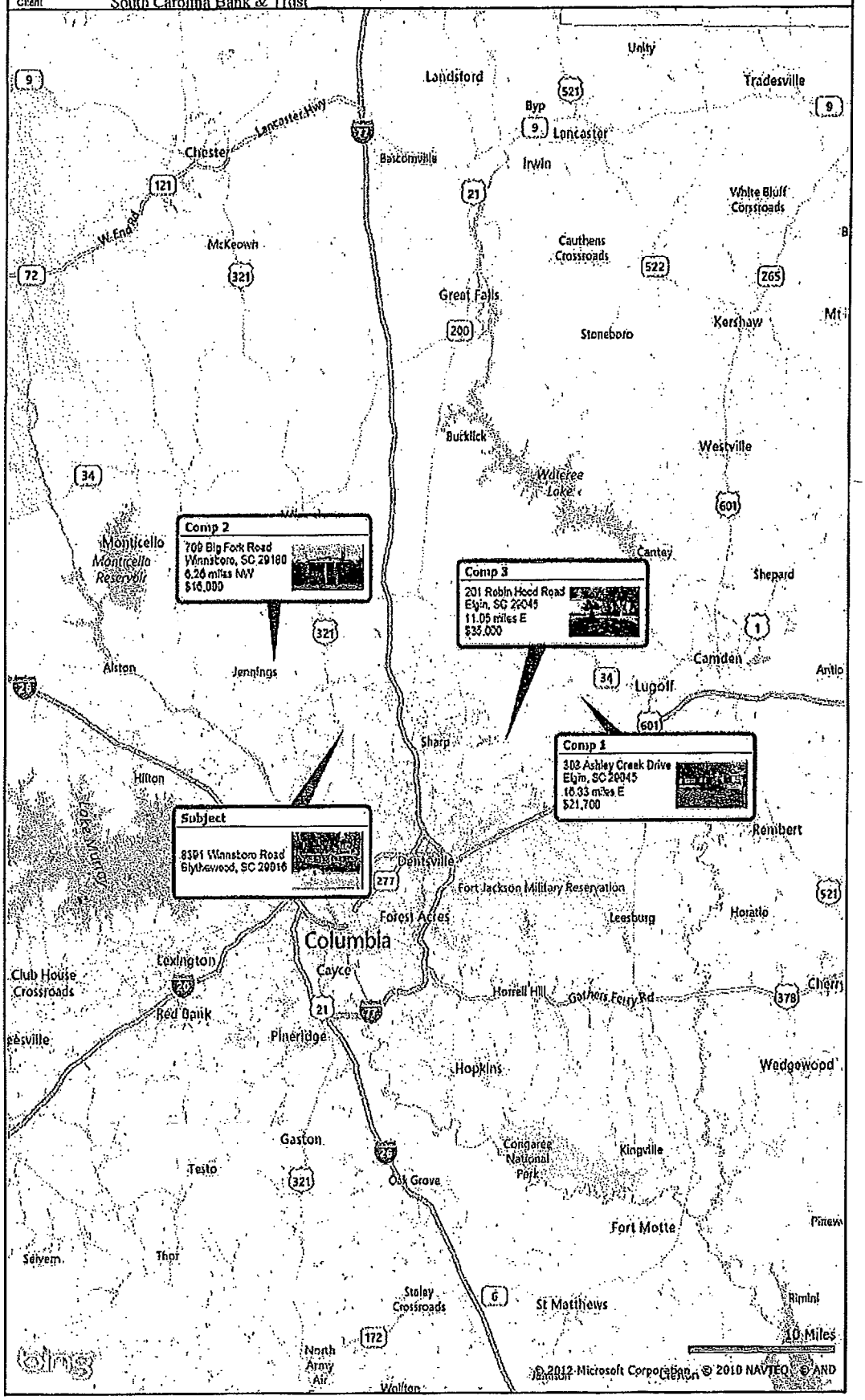
Location Map

Borrower or Owner N/A

Property Address 8391 Winnsboro Road

City Blythewood County Richland State SC Zip Code 29016

Client South Carolina Bank & Trust



771
524

File No. 091218G

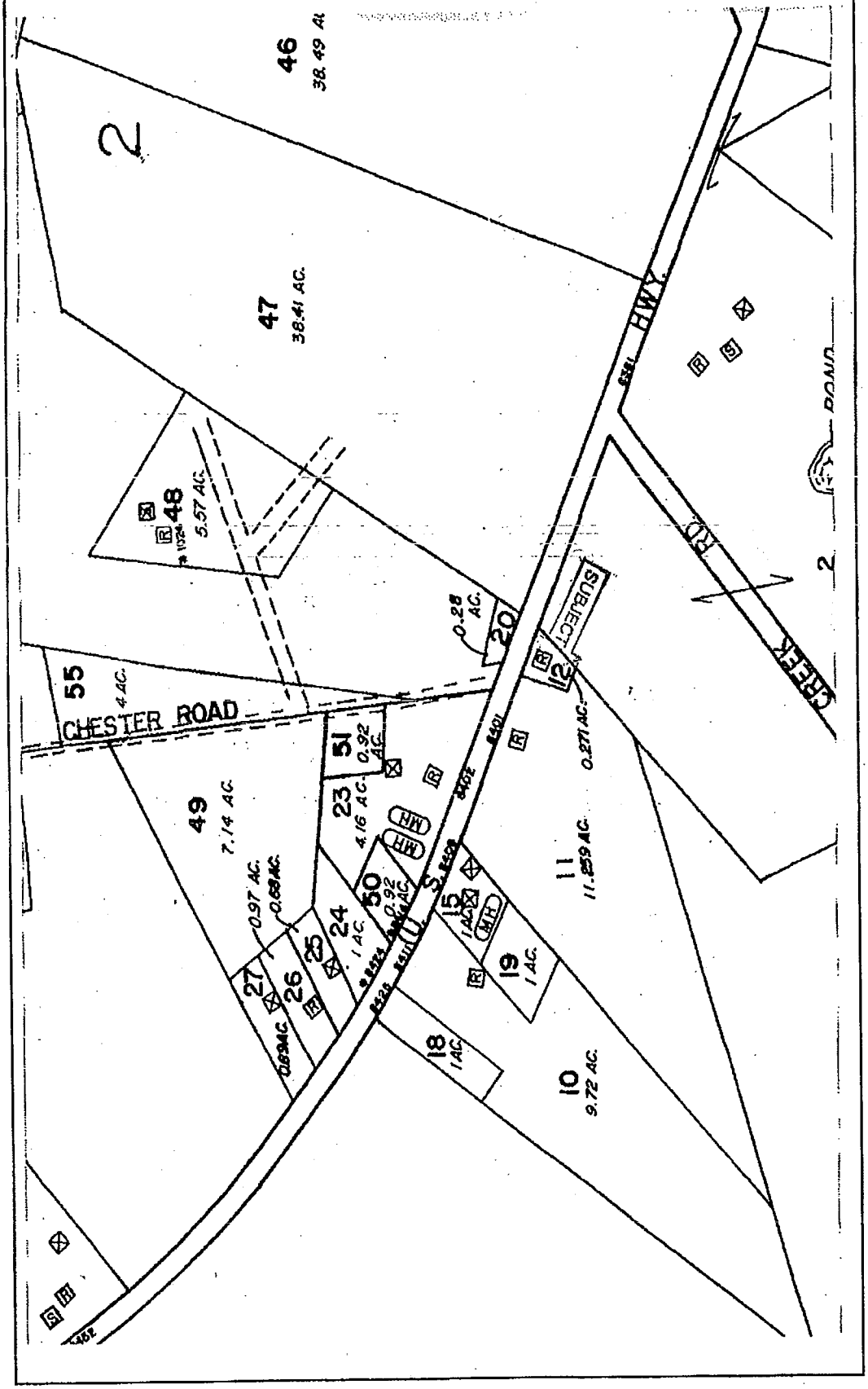
SITE PLAN

Borrower or Owner N/A

Property Address 8391 Winnsboro Road

City Blythewood County Richland State SC Zip Code 29016

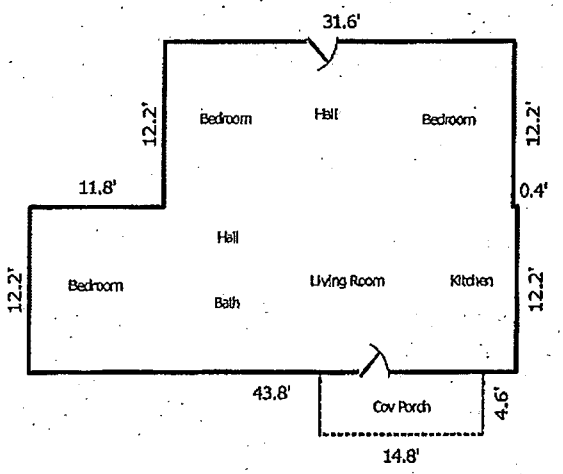
Client South Carolina Bank & Trust



File No. 091218G

SKETCH ADDENDUM

Borrower or Owner N/A
Property Address 8391 Winnsboro Road
City Blythewood County Richland State SC Zip Code 29016
Client South Carolina Bank & Trust



Sketch by ApexMedina™
Comments:

AREA CALCULATIONS SUMMARY

Code	Description	Net Size	Net Totals
GLA1	First Floor	919.9	919.9
P/P	Cov Porch	68.1	68.1
Net LIVABLE Area		(rounded)	920

LIVING AREA BREAKDOWN

Breakdown			Subtotals
First Floor			
12.2	x	31.6	385.5
43.8	x	12.2	534.4
2 Items		(rounded)	920

773
526

File No. 091218G

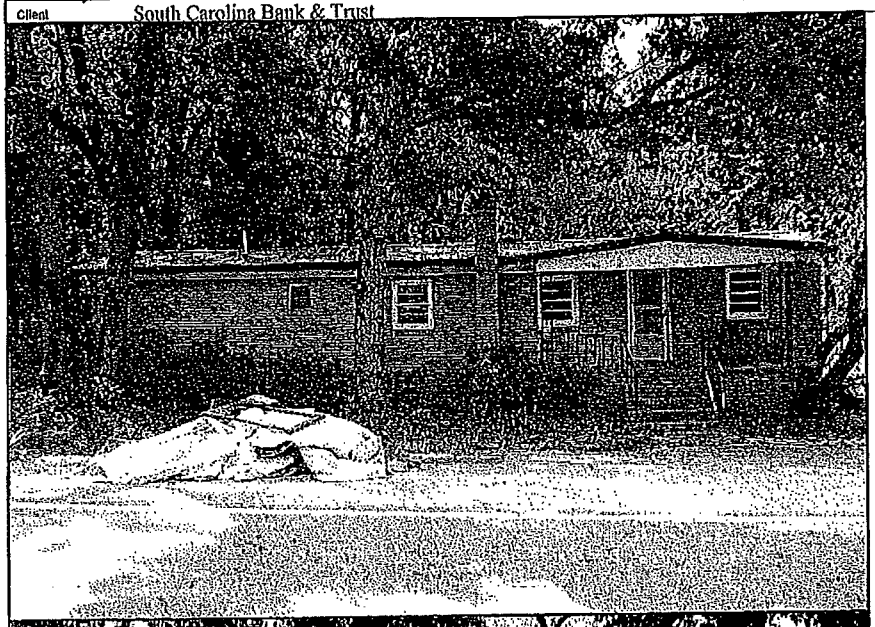
PHOTOGRAPH ADDENDUM

Borrower or Owner N/A

Property Address 8391 Winnsboro Road

City Blythewood County Richland State SC Zip Code 29016

Client South Carolina Bank & Trust



FRONT VIEW OF SUBJECT PROPERTY

REAR VIEW OF SUBJECT PROPERTY

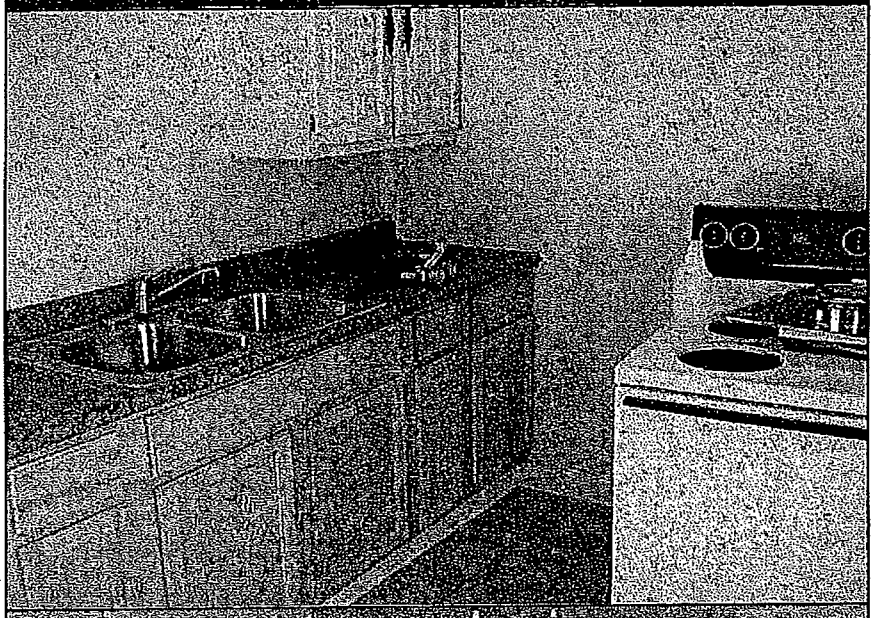
STREET SCENE OF SUBJECT PROPERTY

File No. 091218G

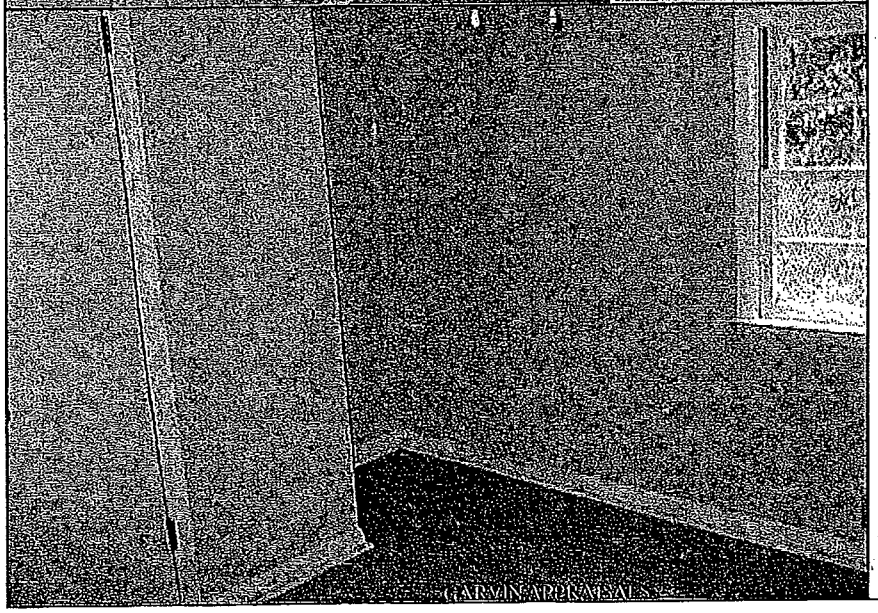
PHOTOGRAPH ADDENDUM

Borrower or Owner N/A
Property Address 8391 Winnsboro Road
City Blythewood County Richland State SC Zip Code 29016
Client South Carolina Bank & Trust

8391 Winnsboro Road
LIVING ROOM



8391 Winnsboro Road
KITCHEN



8391 Winnsboro Road
BEDROOM

775
528

File No. 091218G

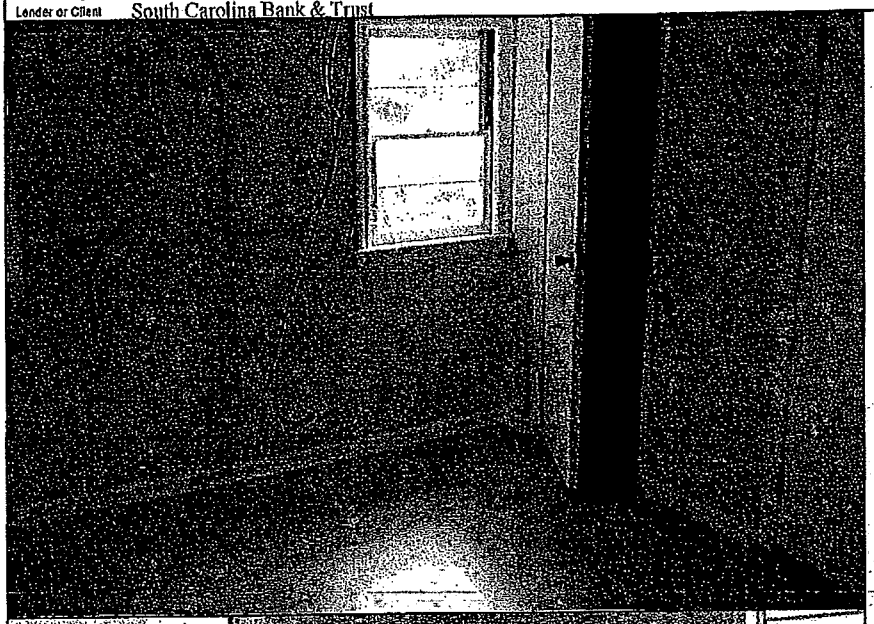
PHOTOGRAPH ADDENDUM

Borrower or Owner N/A

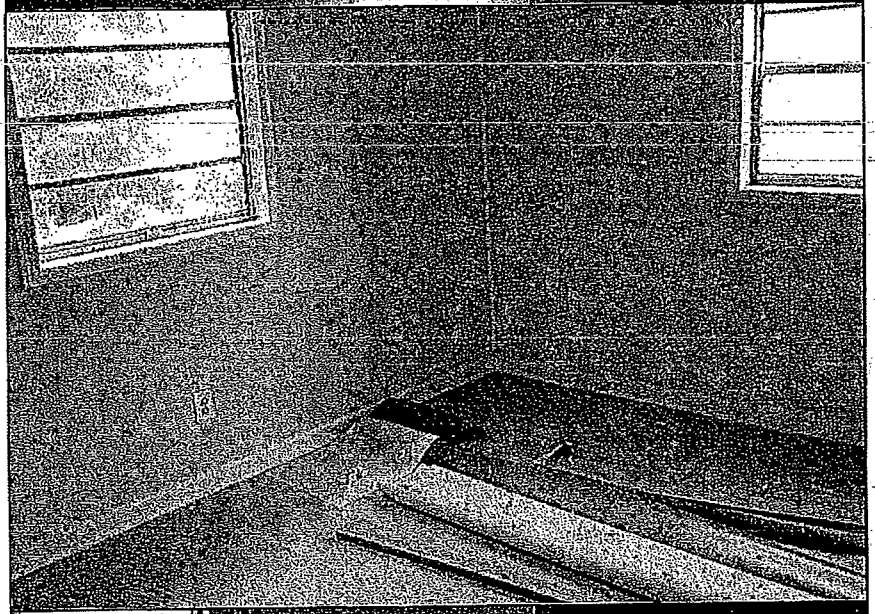
Property Address 8391 Winnsboro Road

City Blythewood County Richland State SC Zip Code 29016

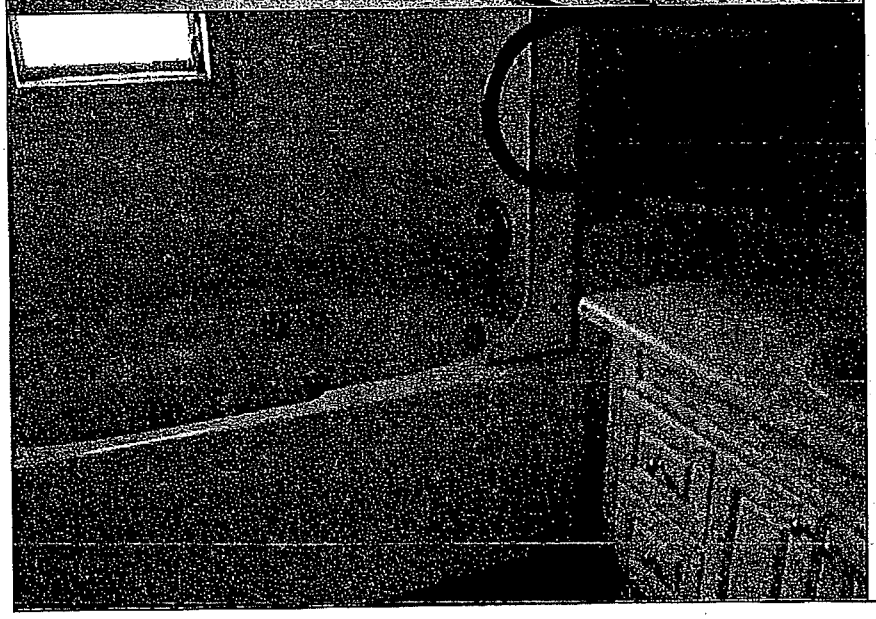
Lender or Client South Carolina Bank & Trust



8391 Winnsboro Road
BEDROOM



8391 Winnsboro Road
BEDROOM

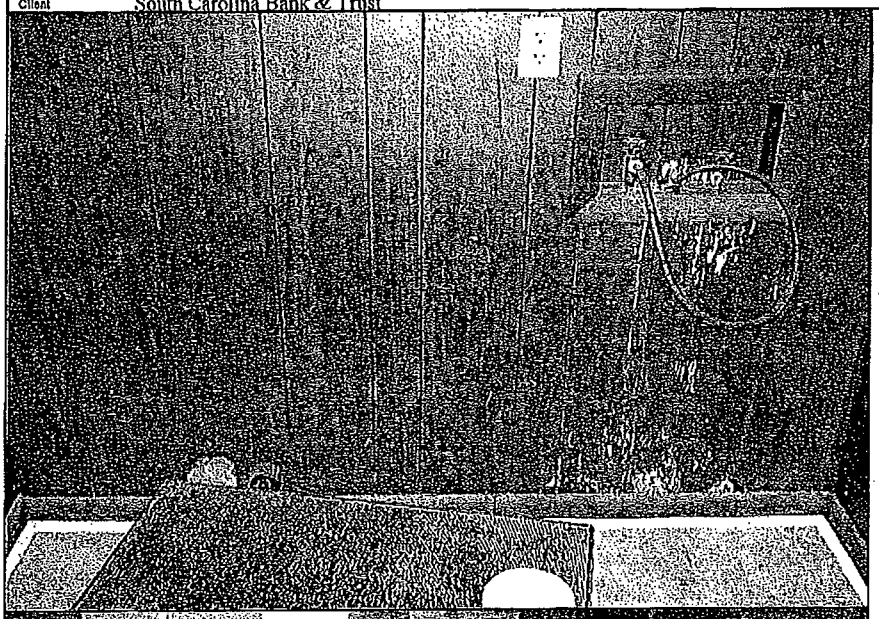


8391 Winnsboro Road
BATH

File No. 091218G

PHOTOGRAPH ADDENDUM

Borrower or Owner N/A
Property Address 8391 Winnsboro Road
City Blythewood County Richland State SC Zip Code 29016
Client South Carolina Bank & Trust



8391 Winnsboro Road
LAUNDRY CLOSET

8391 Winnsboro Road
HEATING SYSTEM IN LR

8391 Winnsboro Road
CONCRETE BLOCK PIER

777
530

File No. 091218G

PHOTOGRAPH ADDENDUM

Borrower or Owner N/A

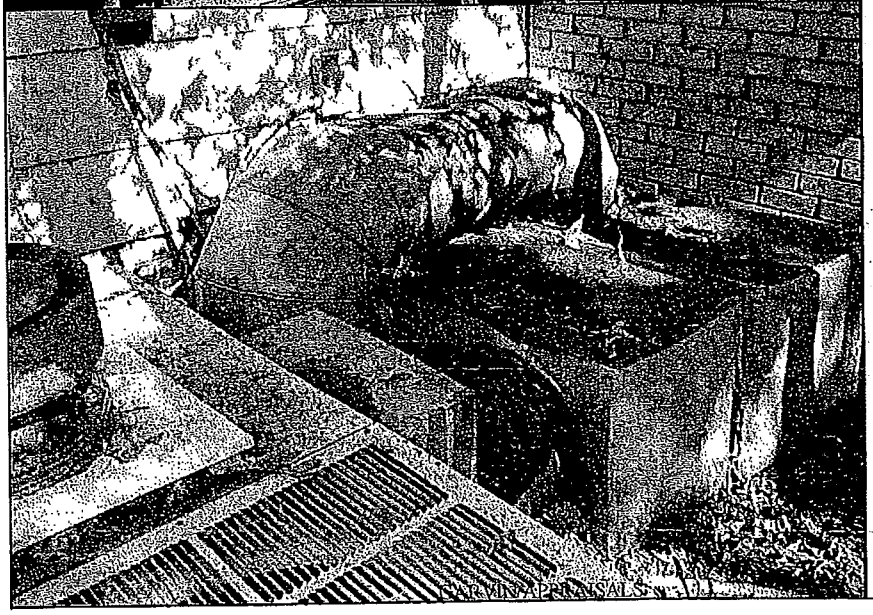
Property Address 8391 Winnsboro Road

City Blythewood County Richland State SC Zip Code 29016

Client South Carolina Bank & Trust

8391 Winnsboro Road
PARKING PAD

8391 Winnsboro Road
DETERIORATING SIDING



8391 Winnsboro Road
HVAC SYSTEM

File No. 091218G

PHOTOGRAPH ADDENDUM

Borrower or Owner N/A
Property Address 8391 Winnsboro Road
City Blythewood County Richland State SC Zip Code 29016
Client South Carolina Bank & Trust

COMPARABLE #1

303 Ashley Creek Drive
Elgin, SC 29045

Price	$21,700
Price/SF	23.48
Date	06/18/12 closed
Age	20
Room Count	5-2-2
Living Area	924
Value Indication	$16,700

COMPARABLE #2

709 Big Fork Road
Winnsboro, SC 29180

Price	$16,000
Price/SF	13.99
Date	09/14/12 closed
Age	15
Room Count	5-3-2
Living Area	1,144
Value Indication	$9,000

COMPARABLE #3

201 Robin Hood Road
Elgin, SC 29045

Price	$35,000
Price/SF	31.11
Date	02/08/12 closed
Age	15
Room Count	5-2-2
Living Area	1,125
Value Indication	$23,400

File No. 091218G

CURRENT LICENSES

Borrower or Owner N/A
Property Address 8391 Winnsboro Road
City Blythewood County Richland State SC Zip Code 29016
Client South Carolina Bank & Trust

State of South Carolina BCDI 017249
Department of Labor, Licensing and Regulation
Real Estate Appraisers Board

EUGENE C GARVIN JR

Is hereby entitled in practice as a:

Certified Residential Appraiser

License Number: 2746

Expiration Date: 06/30/2014 Tracy McCarley
OFFICE COPY Administrator

State of South Carolina BCDI 0[illegible]
Department of Labor, Licensing and Regulation
Real Estate Appraisers Board

THOMAS E. GARVIN

Is hereby entitled in practice as a:

Certified Residential Appraiser

License Number: 4831

Expiration Date: 06/30/2014 Tracy McCarley
OFFICE COPY Administrator

State of South Carolina BCDI 025427
Department of Labor, Licensing and Regulation
Real Estate Appraisers Board

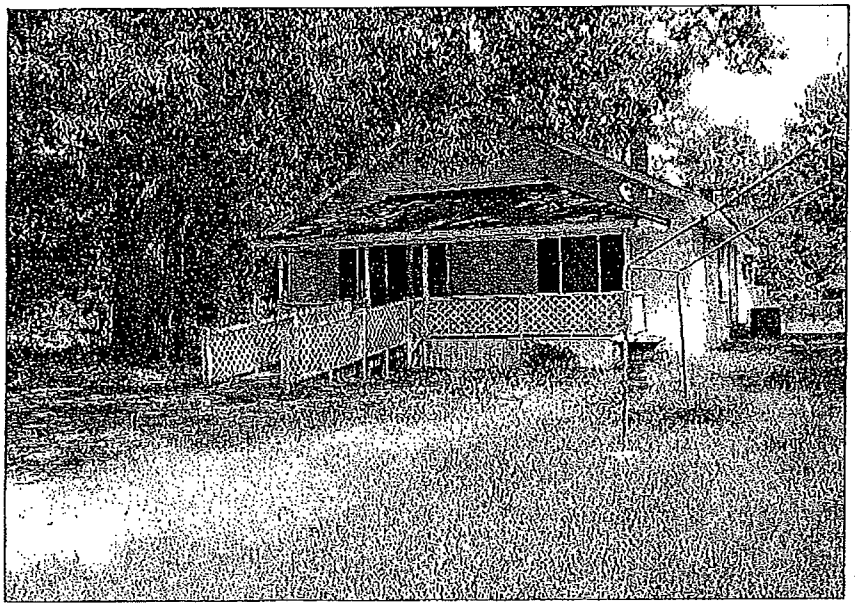
O'NEIL H. CANNON II

Is hereby entitled in practice as a:

Certified Residential Appraiser

License Number: 4543

Expiration Date: 06/30/2014 Tracy McCarley
OFFICE COPY Administrator



SUMMARY APPRAISAL REPORT

OF THE REAL PROPERTY LOCATED AT

4824 Linden Street
Columbia, SC 29203

for

South Carolina Bank & Trust
700 Gervais Street
Columbia, SC
29201

as of

09/13/2012

by

Eugene Garvin, Jr.
5 CALENDAR COURT STE 103
COLUMBIA, SC 29206

GARVIN APPRAISALS

GARVIN APPRAISALS
5 CALENDAR COURT STE 103
COLUMBIA, SC 29206
803-779-4243

September 21, 2012

South Carolina Bank & Trust
700 Gervais Street
Columbia, SC
29201

Property -	4824 Linden Street Columbia, SC 29203
Borrower -	N/A
File No. -	091217G
Case No. -	

Dear :

In accordance with your request, I have prepared an appraisal of the real property located at 4824 Linden Street, Columbia, SC.

The purpose of the appraisal is to provide an opinion of the market value of the property described in the body of this report.

Enclosed, please find the Summary Report which describes certain data gathered during our investigation of the property. The methods of approach and reasoning in the valuation of the various physical and economic factors of the subject property are contained in this report.

An inspection of the property and a study of pertinent factors, including valuation trends and an analysis of neighborhood data, led the appraiser to the conclusion that the market value, as of 09/13/2012 is :

$25,000

The opinion of value expressed in this report is contingent upon the Limiting Conditions attached to this report.

It has been a pleasure to assist you. If I may be of further service to you in the future, please let me know.

Respectfully submitted,

GARVIN APPRAISALS

Eugene Garvin, Jr.
SC Certification #2746

Uniform Residential Appraisal Report

File # 091217G

The purpose of this summary appraisal report is to provide the lender/client with an accurate, and adequately supported, opinion of the market value of the subject property.

SUBJECT

Property Address 4824 Linden Street | City Columbia | State SC | Zip Code 29203
Borrower N/A | Owner of Public Record SC Operating Room Equip. | County Richland
Legal Description Lts 12, 13, 14, Block 6 - College View
Assessor's Parcel # 09313-03-21 | Tax Year 2011 | R.E. Taxes $ 1,393
Neighborhood Name College View | Map Reference College View | Census Tract 106.00
Occupant [ ] Owner [ ] Tenant [X] Vacant | Special Assessments $ 0 [ ] PUD | HOA $ 0 [ ] per year [ ] per month
Property Rights Appraised [X] Fee Simple [ ] Leasehold [ ] Other (describe)
Assignment Type [ ] Purchase Transaction [ ] Refinance Transaction [X] Other (describe) detemine market value for bank
Lender/Client South Carolina Bank & Trust | Address 700 Gervais Street, Columbia, SC 29201
Is the subject property currently offered for sale or has it been offered for sale in the twelve months prior to the effective date of the appraisal? [ ] Yes [X] No
Report data source(s) used, offering price(s), and date(s). MLS

CONTRACT

I [ ] did [ ] did not analyze the contract for sale for the subject purchase transaction. Explain the results of the analysis of the contract for sale or why the analysis was not performed.

Contract Price $ | Date of Contract | Is the property seller the owner of public record? [ ] Yes [ ] No | Data Source(s)
Is there any financial assistance (loan charges, sale concessions, gift or downpayment assistance, etc.) to be paid by any party on behalf of the borrower? [ ] Yes [ ] No
If Yes, report the total dollar amount and describe the items to be paid:

NEIGHBORHOOD

Note: Race and the racial composition of the neighborhood are not appraisal factors.

Neighborhood Characteristics				One-Unit Housing Trends				One-Unit Housing		Percent Land Use %	
Location	[X] Urban	[ ] Suburban	[ ] Rural	Property Values	[ ] Increasing	[ ] Stable	[X] Declining	PRICE	AGE	One-Unit	80 %
Built-Up	[X] Over 75%	[ ] 25-75%	[ ] Under 25%	Demand/Supply	[ ] Shortage	[X] In Balance	[ ] Over Supply	$(000)	(yrs)	2-4 Unit	2 %
Growth	[ ] Rapid	[X] Stable	[ ] Slow	Marketing Time	[ ] Under 3 mths	[X] 3-6 mths	[ ] Over 6 mths	20 Low	0	Multi-Family	%
								200 High	90	Commercial	18 %
								65 Pred.	65	Other	%

Neighborhood Boundaries to the north by I-20, east by Highway 277, south by Sunset Drive and west by the Broad River.

Neighborhood Description The subject property is located approximately 2 miles north of the downtown Columbia area in the Ban Claire neighborhood. This area allows for good access to employment centers, shopping and schools. *** See Additional Comments ***

Market Conditions (including support for the above conclusions) Market conditions are currently attractive as interest rates remain at historical lows; Property values in the neighborhood area appear to be stable. Supply and demand are in balance with typical exposure times being from three to six months. *** See Additional Comments ***

SITE

Dimensions 75Fx200LSx75Rx200RS | Area 15000 sf | Shape rectangular | View N;Res;
Specific Zoning Classification RS HD | Zoning Description single family residential allowed
Zoning Compliance [X] Legal [ ] Legal Nonconforming (Grandfathered Use) [ ] No Zoning [ ] Illegal (describe)
Is the highest and best use of the subject property as improved (or as proposed per plans and specifications) the present use? [X] Yes [ ] No If No, describe

Utilities	Public	Other (describe)	Public	Other (describe)	Off-site Improvements--Type	Public	Private
Electricity	[X]	[ ]	Water	[X] [ ]	Street	asphalt [X]	[ ]
Gas	[X]	[ ]	Sanitary Sewer	[X] [ ]	Alley	none/typical [ ]	[ ]

FEMA Special Flood Hazard Area [ ] Yes [X] No | FEMA Flood Zone X | FEMA Map No. 4501700084 G | FEMA Map Date 01/19/94
Are the utilities and off-site improvements typical for the market area? [X] Yes [ ] No If No, describe
Are there any adverse site conditions or external factors (easements, encroachments, environmental conditions, land uses, etc.)? [ ] Yes [X] No If Yes, describe
Drainage and utility easements are typical for the area and don't adversely affect the subject's marketability or value. No adverse easements or encroachments were noted.

IMPROVEMENTS

General Description		Foundation		Exterior Description materials/condition		Interior materials/condition	
Units	[X] One [ ] One with Accessory Unit	[ ] Concrete Slab	[X] Crawl Space	Foundation Walls	piers/fair	Floors	hwd/laminate/avg
# of Stories	1.00	[ ] Full Basement	[ ] Partial Basement	Exterior Walls	aluminum/average	Walls	plaster/panel/avg
Type	[X] Det. [ ] Att. [ ] S-Det/End Unit	Basement Area	0 sq. ft.	Roof Surface	comp shingles/average	Trim/Finish	wood/avg
	[X] Existing [ ] Proposed [ ] Under Const.	Basement Finish	0 %	Gutters & Downspouts	none	Bath Floor	vinyl/avg
Design (Style)	bungalow	[N] Outside Entry/Exit	[N] Sump Pump	Window Type	DH wood/fair	Bath Wainscot	fibrgls/avg
Year Built	1945	Evidence of	[N] Infestation	Storm Sash/Insulated	none	Car Storage	[ ] None
Effective Age (Yrs)	40	[N] Dampness	[N] Settlement	Screens	none	[X] Driveway	# of Cars 2
Attic	[ ] None	Heating	[X] FWA [ ] HWBB [ ] Radiant	Amenities	[ ] WoodStove(s)# 0	Driveway Surface	dirt
	[X] Drop Stair [ ] Stairs	[ ] Other	Fuel electric	[ ] Fireplace(s) # 0	[X] Fence part rear	[ ] Garage	# of Cars 0
	[ ] Floor [ ] Scuttle	Cooling	[X] Central Air Conditioning	[ ] Patio/Deck none	[X] Porch cpor	[ ] Carport	# of Cars 0
	[ ] Finished [ ] Heated	[ ] Individual	[ ] Other	[ ] Pool none	[ ] Other none	[ ] Att. [ ] Det.	[ ] Built-In

Appliances [ ] Refrigerator [P] Range/Oven [ ] Dishwasher [ ] Disposal [ ] Microwave [ ] Washer/Dryer [ ] Other (describe)
Finished area above grade contains: 5 Rooms | 2 Bedrooms | 1.0 Bath(s) | 1,088 Square Feet of Gross Living Area Above Grade
Additional features (special energy efficient items, etc.) cov front porch w/handicap access ramp, laminate & hardwood flooring, heatpump (2007) according to owner's agent.
Describe the condition of the property (including needed repairs, deterioration, renovations, remodeling, etc.). C5:No updates in the prior 15 years;The subject property is in average to fair overall condition. There is no functional or external obsolescence noted and no major repairs cited. Quality of construction is considered to be average to fair. Physical depreciation is typical of properties of similar age, similar maintenance and quality of construction.

Are there any physical deficiencies or adverse conditions that affect the livability, soundness, or structural integrity of the property? [ ] Yes [X] No If Yes, describe
There are no adverse environmental conditions observed by your appraiser for the neighborhood: however your appraiser is not an environmental expert. The subject property was vacant at the time of the appraisal inspection and all utilities were appeared to be operable.
Does the property generally conform to the neighborhood (functional utility, style, condition, use, construction, etc.)? [X] Yes [ ] No If No, describe

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There are 14 comparable properties currently offered for sale in the subject neighborhood ranging in price from $ 20,000 to $ 50,000

There are 9 comparable sales in the subject neighborhood within the past twelve months ranging in sale price from $ 21,050 to $ 49,000

SALES COMPARISON APPROACH

FEATURE	SUBJECT	COMPARABLE SALE # 1		COMPARABLE SALE # 2		COMPARABLE SALE # 3	
Address	4824 Linden Street Columbia, SC 29203	5213 Spaulding Avenue Columbia, SC 29203		5113 Holmes Avenue Columbia, SC 29203		4304 Revelstoke Drive Columbia, SC 29203	
Proximity to Subject		0.65 miles E		0.75 miles E		1.14 miles W	
Sale Price	$	$ 24,900		$ 21,050		$ 25,000	
Sale Price/Gross Liv. Area	$ sq. ft.	$ 20.75 sq. ft.		$ 19.07 sq. ft.		$ 27.47 sq. ft.	
Data Source(s)		MLS# 312478;DOM 74		MLS# 304032;DOM 14		MLS# 301798;DOM 162	
Verification Source(s)		Appraiser/MLS		Appraiser/MLS		Appraiser/MLS	
VALUE ADJUSTMENTS	DESCRIPTION	DESCRIPTION	+(-)$ Adjustment	DESCRIPTION	+(-)$ Adjustment	DESCRIPTION	+(-)$ Adjustment
Sale or Financing Concessions		ArmLth Cash;0		REO Cash;0		REO Cash;0	
Date of Sale/Time		s08/12;c08/12		s02/12;c02/12		s06/12;c05/12	
Location	N;Res;	N;Res;		N;Res;		N;Res;	
Leasehold/Fee Simple	Fee Simple	Fee Simple		Fee Simple		Fee Simple	
Site	15000 sf	6777 sf	0	9305 sf	0	15000 sf	
View	N;Res;	N;Res;		N;Res;		N;Res;	
Design (Style)	1 sty aluminum	1 sty brick ven	0	1 sty brick ven	0	1 sty brick ven	0
Quality of Construction	Q5	Q5		Q5		Q5	
Actual Age	67	59	0	62	0	42	0
Condition	C5	C5		C5		C5	
Above Grade Room Count (Total / Bdrms. / Baths)	5 / 2 / 1.0	5 / 2 / 1.0		5 / 2 / 1.0		5 / 3 / 1.0	0
Gross Living Area	1,088 sq. ft.	1,200 sq. ft.	-2,800	1,104 sq. ft.	0	910 sq. ft.	+4,500
Basement & Finished Rooms Below Grade	0sf	0sf		0sf		0sf	
Functional Utility	average	average		average		average	
Heating/Cooling	central	none	+2,500	central		central	
Energy Efficient Items	none	none		none		none	
Garage/Carport	none	none		none		none	
Porch/Patio/Deck	cpor	cpor		csip	+1,000	csip	+1,000
	no fireplace	no fireplace		one fireplace	-1,000	no fireplace	
Net Adjustment (Total)		[ ] + [X] -	$ -300	[ ] + [ ] -	$ 0	[X] + [ ] -	$ 5,500
Adjusted Sale Price of Comparables		Net Adj. 1.20 % Gross Adj. 21.29 %	$ 24,600	Net Adj. 0.00 % Gross Adj. 9.50 %	$ 21,050	Net Adj. 22.00 % Gross Adj. 22.00 %	$ 30,500

I [X] did [ ] did not research the sale or transfer history of the subject property and comparable sales. If not, explain

My research [X] did [ ] did not reveal any prior sales or transfers of the subject property for the three years prior to the effective date of this appraisal.

Data Source(s) bank source/Masters Report

My research [X] did [ ] did not reveal any prior sales or transfers of the comparable sales for the prior year to the date of sale of the comparable sale.

Data Source(s) tax assessor/MLS

Report the results of the research and analysis of the prior sale or transfer history of the subject property and comparable sales (report additional prior sales on page 3).

ITEM	SUBJECT	COMPARABLE SALE # 1	COMPARABLE SALE # 2	COMPARABLE SALE # 3
Date of Prior Sale/Transfer	08/08/2012	12/05/11 & 05/21/12	01/23/2012	11/02/2011
Price of Prior Sale/Transfer	$25,001	$2,500 & $9,850	$26,704	$28,000
Data Source(s)	Masters Report	tax assessor/MLS	tax assessor/MLS	tax assessor/MLS
Effective Date of Data Source(s)	09/17/2012	09/17/2012	09/17/2012	09/17/2012

Analysis of prior sale or transfer history of the subject property and comparable sales According to information provided to your appraiser the subject property was a foreclosure sale as shown above. There have been no othe sales within the previous 36 months on the subject property. According to the tax assessor's office, comps one, two, three, four & six were foreclosure sales as shown above. There was no sale for the previous 12 months for comp five.

Summary of Sales Comparison Approach All six comps are located in the Eau Claire community, like the subject. Comp two is dated and comps five & six are current listings. Comps three & six exceed the line, net & gross adjustment guidelines due to the variance in gross living area. Comp four exceeds the line & gross adjustment guidelines due to the gross living area and other warranted adjustments. Due to location, similarity to the subject and/or the lack of recent sales data the use of all six comps is warranted. Comp four has masonite exterior siding & the adjustment is made under the "design" item. A final value opinion of $25,000 is within market range. The Intended User of this appraisal report is the Lender/Client. *** See Additional Comments ***

Indicated Value by Sales Comparison Approach $ 25,000

RECONCILIATION

Indicated Value by: Sales Comparison Approach $ 25,000 Cost Approach (If developed) $ 29,115 Income Approach (If developed) $ N/A

The Sales Comparison Analysis is given the most weight since it best reflects the actions of buyers and sellers in the market. The Cost Approach supports the Sales Analysis but was given less weight overall. The Income Approach was not considered appropriate for this type of single family residential property. *** See Additional Comments ***

This appraisal is made [X] "as is," [ ] subject to completion per plans and specifications on the basis of a hypothetical condition that the improvements have been completed, [ ] subject to the following repairs or alterations on the basis of a hypothetical condition that the repairs or alterations have been completed, or [ ] subject to the following required inspection based on the extraordinary assumption that the condition or deficiency does not require alteration or repair:

Based on a complete visual inspection of the interior and exterior areas of the subject property, defined scope of work, statement of assumptions and limiting conditions, and appraiser's certification, my (our) opinion of the market value, as defined, of the real property that is the subject of this report is $ 25,000, as of 09/13/2012, which is the date of inspection and the effective date of this appraisal.

File No. 091217G

ADDITIONAL COMPARABLES

Borrower	N/A										
Property Address	4824 Linden Street										
City	Columbia	County	Richland	State	SC	Zip Code	29203				
Lender/Client	South Carolina Bank & Trust										

FEATURE	SUBJECT	COMPARABLE SALE NO. 4		COMPARABLE SALE NO. 5		COMPARABLE SALE NO. 6	
	4824 Linden Street	5745 Colonial Drive		4902 Linden Street		4844 Linden Street	
Address	Columbia, SC 29203	Columbia, SC 29203		Columbia, SC 29203		Columbia, SC 29203	
Proximity to Subject		1.40 miles E		0.05 miles N		0.04 miles N	
Sale Price	$		$ 22,050		$ 33,500		$ 29,500
Sale Price/Gross Liv. Area	$ sq. ft.	$ 21.51 sq. ft.		$ 33.50 sq. ft.		$ 31.93 sq. ft.	
Data Source(s)		MLS# 306148;DOM 15		MLS# 298007;DOM 364		MLS# 301794;DOM 285	
Verification Source(s)		Appraiser/MLS		Appraiser/MLS		Appraiser/MLS	
VALUE ADJUSTMENTS	DESCRIPTION	DESCRIPTION	+(-)$ Adjustment	DESCRIPTION	+(-)$ Adjustment	DESCRIPTION	+(-)$ Adjustment
Sale or Financing Concessions		REO Other;0		Listing		Listing	
Date of Sale/Time		s04/12;c03/12		Active		Active	
Location	N;Res;	N;Res;		N;Res;		N;Res;	
Leasehold/Fee Simple	Fee Simple	Fee Simple		Fee Simple		Fee Simple	
Site	15000 sf	6733 sf	0	9020 sf	0	14731 sf	0
View	N;Res;	N;Res;		N;Res;		N;Res;	
Design (Style)	1 sty aluminum	1 sty masonite	+2,000	1 sty vinyl	0	1 sty brick ven	0
Quality of Construction	Q5	Q5		Q5		Q5	
Actual Age	67	27	0	59	0	59	0
Condition	C5	C5		C5		C5	
Above Grade Room Count (Total / Bdrms. / Baths)	5 / 2 / 1.0	5 / 3 / 1.1	-2,500	5 / 2 / 1.0		5 / 2 / 1.0	
Gross Living Area	1,088 sq. ft.	1,025 sq. ft.	+1,600	1,000 sq. ft.	+2,200	924 sq. ft.	+4,100
Basement & Finished Rooms Below Grade	0sf	0sf		0sf		0sf	
Functional Utility	average	average		average		average	
Heating/Cooling	central	central		central		central	
Energy Efficient Items	none	none		none		none	
Garage/Carport	none	none		none		none	
Porch/Patio/Deck	cpor	cstp	+1,000	cstp/vkshop	0	cstp	+1,000
	no fireplace	no fireplace		no fireplace		no fireplace	
Net Adjustment (Total)		[X] + [ ] -	$ 2,100	[X] + [ ] -	$ 2,200	[X] + [ ] -	$ 5,100
Adjusted Sale Price of Comparables		Net Adj. 9.52 % Gross Adj. 32.20 %	$ 24,150	Net Adj. 6.57 % Gross Adj. 6.57 %	$ 35,700	Net Adj. 17.29 % Gross Adj. 17.29 %	$ 34,600

ITEM	SUBJECT	COMPARABLE SALE #4	COMPARABLE SALE #5	COMPARABLE SALE #6
Date of Prior Sale/Transfer	08/08/2012	12/05/2011		10/06/2011
Price of Prior Sale/Transfer	$25,001	$100		$31,926
Data Source(s)	Masters Report	tax assessor/MLS	tax assessor/MLS	tax assessor/MLS
Effective Date of Data Source(s)	09/17/2012	09/17/2012	09/17/2012	09/17/2012

Comment on Sales Comparison

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ADDITIONAL COMMENTS

This appraisal report is not intended to be used for insurance purposes. There is no personal property included in the value opinion of the subject property. I have performed no other services, as an appraiser or in any other capacity, regarding the property that is the subject of the work under review within the three year period immediately preceding acceptance of this assignment. NOTE: The current Fannie Mae forms do not include this on the certification page. This report has been electronically prepared in compliance with the USPAP Guidelines which included a digital signature and adequate security measures in place to protect the integrity of the data produced by the appraiser.

COST APPROACH

COST APPROACH TO VALUE (not required by Fannie Mae)

Provide adequate information for the lender/client to replicate the below cost figures and calculations.

Support for the opinion of site value (summary of comparable land sales or other methods for estimating site value)

The estimated opinion of value of the subject site is derived from previous sales, information obtained from the tax assessor's office and appraisals on similar lots within the subject neighborhood.

ESTIMATED [ ] REPRODUCTION OR [X] REPLACEMENT COST NEW	OPINION OF SITE VALUE	=$	8,500
Source of cost data: Marshall & Swift/local builders	Dwelling 1,088 Sq. Ft. @ $ 50.00	=$	54,400
Quality rating from cost service: avg-fair Effective date of cost data: 06/2012	Sq. Ft. @ $	=$	
Comments on Cost Approach (gross living area calculations, depreciation, etc.)	cpor		1,500
The cost approach estimates the replacement cost of the improvements plus the estimated value of the subject lot.	Garage/Carport Sq. Ft. @ $	=$	0
Cost figures are based on data on file and information from local contractors. The land cost to value ratio is	Total Estimate of Cost-New	=$	55,900
normal for this area. Remaining Economic Life = 20	Less Physical / Functional / External		
years	Depreciation 37,285	=$	(37,285)
	Depreciated Cost of Improvements	=$	18,615
	'As-Is' Value of Site Improvements	=$	2,000
		=$	
Estimated Remaining Economic Life (HUD and VA only) 20 Years	Indicated Value By Cost Approach	=$	29,115

INCOME

INCOME APPROACH TO VALUE (not required by Fannie Mae)

Estimated Monthly Market Rent $ X Gross Rent Multiplier =$ Indicated Value by Income Approach

Summary of Income Approach (including support for market rent and GRM)

PUD INFORMATION

PROJECT INFORMATION FOR PUDs (if applicable)

Is the developer/builder in control of the Homeowners' Association (HOA)? [ ] Yes [ ] No Unit type(s) [ ] Detached [ ] Attached

Provide the following information for PUDs ONLY if the developer/builder is in control of the HOA and the subject property is an attached dwelling unit.

Legal name of project: N/A

Total number of phases | Total number of units | Total number of units sold

Total number of units rented | Total number of units for sale | Data Source(s)

Was the project created by the conversion of existing building(s) into a PUD? [ ] Yes [ ] No If Yes, date of conversion

Does the project contain any multi-dwelling units? [ ] Yes [ ] No Data Source(s)

Are the units, common elements, and recreation facilities complete? [ ] Yes [ ] No If No, describe the status of completion.

Are the common elements leased to or by the Homeowners' Association? [ ] Yes [ ] No If Yes, describe the rental terms and options.

Describe common elements and recreational facilities

File No. 091217G

ADDITIONAL COMMENTS

Borrower or Owner	N/A				
Property Address	4824 Linden Street				
City	Columbia	County	Richland	State	SC	Zip Code	29203
Lender or Client	South Carolina Bank & Trust				

SCOPE OF APPRAISAL

The Owner of Public Record is South Carolina Operating Room Equimpment, LLC.

NEIGHBORHOOD DESCRIPTION

Homes in the immediate neighborhood are typially small to medium in size and are of fair to average quality of construction. Overall marketability and acceptance for this area is average.

MARKET CONDITIONS

Homes in the this area are typically financed with FHA, VA and conventional loans with the buyer and seller negotiating closing costs. The exposure time is the estimated length of time that the property interest being appraised would have been offered on the market prior to the hypothetical consummation of a sale at market value on the effective date of the appraisal. Exposure time is a retrospective opinion based on an analysis of past events assuming a competitive and open market. As information, the Fannie Mae definitiion is used, such as lender work.

SALES COMPARISON APPROACH

The Intended Use is to evaluate the property that is the subject of this appraisal for bank purposes, subject to the stated Scope of Work, purpose of the appraisal, reporting requirements of the appraisal form, and Definition of Market Value. No additional Intended Users are identified by the appraiser.

RECONCILIATION

Single family properties of this type are not typically valued based on their income potential. The Income Approach was not used in the valuation of the subject property because of a lack of sufficient recent sales with rental information to develop and adequately support a gross rent multiplier. The Cost Approach was given less weight due to the relative difficulty in accurately estimating accrued depreciation. The conclusions of the Sales Comparison Analysis give the best indication of the most probable price the subject property would bring on the open market.

Uniform Residential Appraisal Report

File # 091217G

This report form is designed to report an appraisal of a one-unit property or a one-unit property with an accessory unit; including a unit in a planned unit development (PUD). This report form is not designed to report an appraisal of a manufactured home or a unit in a condominium or cooperative project.

This appraisal report is subject to the following scope of work, intended use, intended user, definition of market value, statement of assumptions and limiting conditions, and certifications. Modifications, additions, or deletions to the intended use, intended user, definition of market value, or assumptions and limiting conditions are not permitted. The appraiser may expand the scope of work to include any additional research or analysis necessary based on the complexity of this appraisal assignment. Modifications or deletions to the certifications are also not permitted. However, additional certifications that do not constitute material alterations to this appraisal report, such as those required by law or those related to the appraiser's continuing education or membership in an appraisal organization, are permitted.

SCOPE OF WORK: The scope of work for this appraisal is defined by the complexity of this appraisal assignment and the reporting requirements of this appraisal report form, including the following definition of market value, statement of assumptions and limiting conditions, and certifications. The appraiser must, at a minimum: (1) perform a complete visual inspection of the interior and exterior areas of the subject property, (2) inspect the neighborhood, (3) inspect each of the comparable sales from at least the street, (4) research, verify, and analyze data from reliable public and/or private sources, and (5) report his or her analysis, opinions, and conclusions in this appraisal report.

INTENDED USE: The intended use of this appraisal report is for the lender/client to evaluate the property that is the subject of this appraisal for a mortgage finance transaction.

INTENDED USER: The intended user of this appraisal report is the lender/client.

DEFINITION OF MARKET VALUE: The most probable price which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller, each acting prudently, knowledgeably and assuming the price is not affected by undue stimulus. Implicit in this definition is the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby: (1) buyer and seller are typically motivated; (2) both parties are well informed or well advised, and each acting in what he or she considers his or her own best interest; (3) a reasonable time is allowed for exposure in the open market; (4) payment is made in terms of cash in U. S. dollars or in terms of financial arrangements comparable thereto; and (5) the price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions* granted by anyone associated with the sale.

*Adjustments to the comparables must be made for special or creative financing or sales concessions. No adjustments are necessary for those costs which are normally paid by sellers as a result of tradition or law in a market area; these costs are readily identifiable since the seller pays these costs in virtually all sales transactions. Special or creative financing adjustments can be made to the comparable property by comparisons to financing terms offered by a third party institutional lender that is not already involved in the property or transaction. Any adjustment should not be calculated on a mechanical dollar for dollar cost of the financing or concession but the dollar amount of any adjustment should approximate the market's reaction to the financing or concessions based on the appraiser's judgment.

STATEMENT OF ASSUMPTIONS AND LIMITING CONDITIONS: The appraiser's certification in this report is subject to the following assumptions and limiting conditions:

1. The appraiser will not be responsible for matters of a legal nature that affect either the property being appraised or the title to it, except for information that he or she became aware of during the research involved in performing this appraisal. The appraiser assumes that the title is good and marketable and will not render any opinions about the title.

2. The appraiser has provided a sketch in this appraisal report to show the approximate dimensions of the improvements. The sketch is included only to assist the reader in visualizing the property and understanding the appraiser's determination of its size.

3. The appraiser has examined the available flood maps that are provided by the Federal Emergency Management Agency (or other data sources) and has noted in this appraisal report whether any portion of the subject site is located in an identified Special Flood Hazard Area. Because the appraiser is not a surveyor, he or she makes no guarantees, express or implied, regarding this determination.

4. The appraiser will not give testimony or appear in court because he or she made an appraisal of the property in question, unless specific arrangements to do so have been made beforehand, or as otherwise required by law.

5. The appraiser has noted in this appraisal report any adverse conditions (such as needed repairs, deterioration, the presence of hazardous wastes, toxic substances, etc.) observed during the inspection of the subject property or that he or she became aware of during the research involved in performing this appraisal. Unless otherwise stated in this appraisal report, the appraiser has no knowledge of any hidden or unapparent physical deficiencies or adverse conditions of the property (such as, but not limited to, needed repairs, deterioration, the presence of hazardous wastes, toxic substances, adverse environmental conditions, etc.) that would make the property less valuable, and has assumed that there are no such conditions and makes no guarantees or warranties, express or implied. The appraiser will not be responsible for any such conditions that do exist or for any engineering or testing that might be required to discover whether such conditions exist. Because the appraiser is not an expert in the field of environmental hazards, this appraisal report must not be considered as an environmental assessment of the property.

6. The appraiser has based his or her appraisal report and valuation conclusion for an appraisal that is subject to satisfactory completion, repairs, or alterations on the assumption that the completion, repairs, or alterations of the subject property will be performed in a professional manner.

Uniform Residential Appraisal Report

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APPRAISER'S CERTIFICATION: The Appraiser certifies and agrees that:

1. I have, at a minimum, developed and reported this appraisal in accordance with the scope of work requirements stated in this appraisal report.

2. I performed a complete visual inspection of the interior and exterior areas of the subject property. I reported the condition of the improvements in factual, specific terms. I identified and reported the physical deficiencies that could affect the livability, soundness, or structural integrity of the property.

3. I performed this appraisal in accordance with the requirements of the Uniform Standards of Professional Appraisal Practice that were adopted and promulgated by the Appraisal Standards Board of The Appraisal Foundation and that were in place at the time this appraisal report was prepared.

4. I developed my opinion of the market value of the real property that is the subject of this report based on the sales comparison approach to value. I have adequate comparable market data to develop a reliable sales comparison approach for this appraisal assignment. I further certify that I considered the cost and income approaches to value but did not develop them, unless otherwise indicated in this report.

5. I researched, verified, analyzed, and reported on any current agreement for sale for the subject property, any offering for sale of the subject property in the twelve months prior to the effective date of this appraisal, and the prior sales of the subject property for a minimum of three years prior to the effective date of this appraisal, unless otherwise indicated in this report.

6. I researched, verified, analyzed, and reported on the prior sales of the comparable sales for a minimum of one year prior to the date of sale of the comparable sale, unless otherwise indicated in this report.

7. I selected and used comparable sales that are locationally, physically, and functionally the most similar to the subject property.

8. I have not used comparable sales that were the result of combining a land sale with the contract purchase price of a home that has been built or will be built on the land.

9. I have reported adjustments to the comparable sales that reflect the market's reaction to the differences between the subject property and the comparable sales.

10. I verified, from a disinterested source, all information in this report that was provided by parties who have a financial interest in the sale or financing of the subject property.

11. I have knowledge and experience in appraising this type of property in this market area.

12. I am aware of, and have access to, the necessary and appropriate public and private data sources, such as multiple listing services, tax assessment records, public land records and other such data sources for the area in which the property is located.

13. I obtained the information, estimates, and opinions furnished by other parties and expressed in this appraisal report from reliable sources that I believe to be true and correct.

14. I have taken into consideration the factors that have an impact on value with respect to the subject neighborhood, subject property, and the proximity of the subject property to adverse influences in the development of my opinion of market value. I have noted in this appraisal report any adverse conditions (such as, but not limited to, needed repairs, deterioration, the presence of hazardous wastes, toxic substances, adverse environmental conditions, etc.) observed during the inspection of the subject property or that I became aware of during the research involved in performing this appraisal. I have considered these adverse conditions in my analysis of the property value, and have reported on the effect of the conditions on the value and marketability of the subject property.

15. I have not knowingly withheld any significant information from this appraisal report and, to the best of my knowledge, all statements and information in this appraisal report are true and correct.

16. I stated in this appraisal report my own personal, unbiased, and professional analysis, opinions, and conclusions, which are subject only to the assumptions and limiting conditions in this appraisal report.

17. I have no present or prospective interest in the property that is the subject of this report, and I have no present or prospective personal interest or bias with respect to the participants in the transaction. I did not base, either partially or completely, my analysis and/or opinion of market value in this appraisal report on the race, color, religion, sex, age, marital status, handicap, familial status, or national origin of either the prospective owners or occupants of the subject property or of the present owners or occupants of the properties in the vicinity of the subject property or on any other basis prohibited by law.

18. My employment and/or compensation for performing this appraisal or any future or anticipated appraisals was not conditioned on any agreement or understanding, written or otherwise, that I would report (or present analysis supporting) a predetermined specific value, a predetermined minimum value, a range or direction in value, a value that favors the cause of any party, or the attainment of a specific result or occurrence of a specific subsequent event (such as approval of a pending mortgage loan application).

19. I personally prepared all conclusions and opinions about the real estate that were set forth in this appraisal report. If I relied on significant real property appraisal assistance from any individual or individuals in the performance of this appraisal or the preparation of this appraisal report, I have named such individual(s) and disclosed the specific tasks performed in this appraisal report. I certify that any individual so named is qualified to perform the tasks. I have not authorized anyone to make a change to any item in this appraisal report; therefore, any change made to this appraisal is unauthorized and I will take no responsibility for it.

20. I identified the lender/client in this appraisal report who is the individual, organization, or agent for the organization that ordered and will receive this appraisal report.

Uniform Residential Appraisal Report

File # 091217G

21. The lender/client may disclose or distribute this appraisal report to: the borrower; another lender at the request of the borrower; the mortgagee or its successors and assigns; mortgage insurers; government sponsored enterprises; other secondary market participants; data collection or reporting services; professional appraisal organizations; any department, agency, or instrumentality of the United States; and any state, the District of Columbia, or other jurisdictions; without having to obtain the appraiser's or supervisory appraiser's (if applicable) consent. Such consent must be obtained before this appraisal report may be disclosed or distributed to any other party (including, but not limited to, the public through advertising, public relations, news, sales, or other media).

22. I am aware that any disclosure or distribution of this appraisal report by me or the lender/client may be subject to certain laws and regulations. Further, I am also subject to the provisions of the Uniform Standards of Professional Appraisal Practice that pertain to disclosure or distribution by me.

23. The borrower, another lender at the request of the borrower, the mortgagee or its successors and assigns, mortgage insurers, government sponsored enterprises, and other secondary market participants may rely on this appraisal report as part of any mortgage finance transaction that involves any one or more of these parties.

24. If this appraisal report was transmitted as an "electronic record" containing my "electronic signature," as those terms are defined in applicable federal and/or state laws (excluding audio and video recordings), or a facsimile transmission of this appraisal report containing a copy or representation of my signature, the appraisal report shall be as effective, enforceable and valid as if a paper version of this appraisal report were delivered containing my original hand written signature.

25. Any intentional or negligent misrepresentation(s) contained in this appraisal report may result in civil liability and/or criminal penalties including, but not limited to, fine or imprisonment or both under the provisions of Title 18, United States Code, Section 1001, et seq., or similar state laws.

SUPERVISORY APPRAISER'S CERTIFICATION: The Supervisory Appraiser certifies and agrees that:

1. I directly supervised the appraiser for this appraisal assignment, have read the appraisal report, and agree with the appraiser's analysis, opinions, statements, conclusions, and the appraiser's certification.

2. I accept full responsibility for the contents of this appraisal report including, but not limited to, the appraiser's analysis, opinions, statements, conclusions, and the appraiser's certification.

3. The appraiser identified in this appraisal report is either a sub-contractor or an employee of the supervisory appraiser (or the appraisal firm), is qualified to perform this appraisal, and is acceptable to perform this appraisal under the applicable state law.

4. This appraisal report complies with the Uniform Standards of Professional Appraisal Practice that were adopted and promulgated by the Appraisal Standards Board of The Appraisal Foundation and that were in place at the time this appraisal report was prepared.

5. If this appraisal report was transmitted as an "electronic record" containing my "electronic signature," as those terms are defined in applicable federal and/or state laws (excluding audio and video recordings), or a facsimile transmission of this appraisal report containing a copy or representation of my signature, the appraisal report shall be as effective, enforceable and valid as if a paper version of this appraisal report were delivered containing my original hand written signature.

APPRAISER

Signature _____
Name Eugene Garvin, Jr.
Company Name GARVIN APPRAISALS
Company Address 5 CALENDAR COURT STE 103
COLUMBIA, SC 29206
Telephone Number 803-779-4243
Email Address ecgarvin@garvinappraisals.com
Date of Signature and Report 09/21/2012
Effective Date of Appraisal 09/13/2012
State Certification # 2746
or State License # _____
or Other _____ State # _____
State SC
Expiration Date of Certification or License 06/30/2014

ADDRESS OF PROPERTY APPRAISED
4824 Linden Street
Columbia, SC 29203
APPRAISED VALUE OF SUBJECT PROPERTY $ 25,000
LENDER/CLIENT
Name No AMC
Company Name South Carolina Bank & Trust
Company Address 700 Gervais Street
Columbia, SC 29201
Email Address _____

SUPERVISORY APPRAISER (ONLY IF REQUIRED)

Signature _____
Name _____
Company Name _____
Company Address _____
Telephone Number _____
Email Address _____
Date of Signature _____
State Certification # _____
or State License # _____
State _____
Expiration Date of Certification or License _____

SUBJECT PROPERTY

☐ Did not inspect subject property
☐ Did inspect exterior of subject property from street
Date of Inspection _____
☐ Did inspect interior and exterior of subject property
Date of Inspection _____

COMPARABLE SALES

☐ Did not inspect exterior of comparable sales from street
☐ Did inspect exterior of comparable sales from street
Date of Inspection _____

Market Conditions Addendum to the Appraisal Report File No. 091217G

The purpose of this addendum is to provide the lender/client with a clear and accurate understanding of the market trends and conditions prevalent in the subject neighborhood. This is a required addendum for all appraisal reports with an effective date on or after April 1, 2009.

Property Address 4824 Linden Street City Columbia State SC ZIP Code 29203

Borrower N/A

Instructions: The appraiser must use the information required on this form as the basis for his/her conclusions, and must provide support for those conclusions, regarding housing trends and overall market conditions as reported in the Neighborhood section of the appraisal report form. The appraiser must fill in all the information to the extent it is available and reliable and must provide analysis as indicated below. If any required data is unavailable or is considered unreliable, the appraiser must provide an explanation. It is recognized that not all data sources will be able to provide data for the shaded areas below. If it is available, however, the appraiser must include the data in the analysis. If data sources provide the required information as an average instead of the median, the appraiser should report the available figure and identify it as an average. Sales and listings must be properties that compete with the subject property, determined by applying the criteria that would be used by a prospective buyer of the subject property. The appraiser must explain any anomalies in the data, such as seasonal markets, new construction, foreclosures, etc.

MARKET RESEARCH & ANALYSIS

Inventory Analysis	Prior 7-12 Months	Prior 4-6 Months	Current - 3 Months	Overall Trend
Total # of Comparable Sales (Settled)	3	3	3	[ ] Increasing [X] Stable [ ] Declining
Absorption Rate (Total Sales/Months)	0.50	1.00	1.00	[ ] Increasing [X] Stable [ ] Declining
Total # of Comparable Active Listings	12	14	14	[ ] Declining [X] Stable [ ] Increasing
Months of Housing Supply (Total Listings/Ab.Rate)	24.00	14.00	14.00	[ ] Declining [X] Stable [ ] Increasing
Median Sale & List Price, DOM, Sale/List %	Prior 7-12 Months	Prior 4-6 Months	Current - 3 Months	Overall Trend
Median Comparable Sale Price	$22,000	$25,000	$24,900	[ ] Increasing [X] Stable [ ] Declining
Median Comparable Sales Days on Market	74	113	195	[ ] Declining [X] Stable [ ] Increasing
Median Comparable List Price	$37,000	$34,250	$39,000	[ ] Increasing [X] Stable [ ] Declining
Median Comparable Listings Days on Market	279.5	258	242	[X] Declining [ ] Stable [ ] Increasing
Median Sale Price as % of List Price	87.30%	94.41%	89.25%	[ ] Increasing [X] Stable [ ] Declining
Seller-(developer, builder, etc.) paid financial assistance prevalent?	[X] Yes [ ] No			[ ] Declining [X] Stable [ ] Increasing

Explain in detail the seller concessions trends for the past 12 months (e.g., seller contributions increased from 3% to 5%, increasing use of buydowns, closing costs, condo fees, options, etc.). Seller concessions are typical for this neighborhood and that trend has held steady for the previous 12 months. It does not appear that these concessions are increasing, but as always they are negotiated by the seller & borrower.

Are foreclosure sales (REO sales) a factor in the market? [X] Yes [ ] No If yes, explain (including the trends in listings and sales of foreclosed properties).
Foreclosure sales do occur in this particular market. In the past they were purchased by investors who would repair or renovate the properties and place them back on the market at competitive prices. However with the banks now reluctant to make investor loans they are directly listing REO and often accepting below market offers.

Cite data sources for above information. tax assessor's office/CMLS/appraiser's office data

Summarize the above information as support for your conclusions in the Neighborhood section of the appraisal report form. If you used any additional information, such as an analysis of pending sales and/or expired and withdrawn listings, to formulate your conclusions, provide both an explanation and support for your conclusions.
The above data supports the information in the Neighborhood section of the appraisal report. There has been a slowdown of sales in the general area due to the current economic conditions. Due to limited sales, it is difficult to determine if any significant trends have been established.

CONDO/COOP PROJECTS

If the subject is a unit in a condominium or cooperative project, complete the following: Project Name:

Subject Project Data	Prior 7-12 Months	Prior 4-6 Months	Current - 3 Months	Overall Trend
Total # of Comparable Sales (Settled)				[ ] Increasing [ ] Stable [ ] Declining
Absorption Rate (Total Sales/Months)				[ ] Increasing [ ] Stable [ ] Declining
Total # of Active Comparable Listings				[ ] Declining [ ] Stable [ ] Increasing
Months of Unit Supply (Total Listings/Ab. Rate)				[ ] Declining [ ] Stable [ ] Increasing

Are foreclosure sales (REO sales) a factor in the project? [ ] Yes [ ] No If yes, indicate the number of REO listings and explain the trends in listings and sales of foreclosed properties.

Summarize the above trends and address the impact on the subject unit and project.

APPRAISER

Signature	Signature
Appraiser Name Eugene Garvin, Jr.	Appraiser Name
Company Name GARVIN APPRAISALS	Company Name
Company Address 5 CALENDAR COURT STE 103, COLUMBIA, SC 29206	Company Address
State License/Certification # 2746 State SC	State License/Certification # State
Email Address ecgarvin@garvinappraisals.com	Email Address

File No. 091217G
Case No.

Borrower N/A
Property Address 4824 Linden Street
City Columbia County Richland State SC Zip Code 29203
Lender/Client South Carolina Bank & Trust Address 700 Gervais Street, Columbia, SC 29201

Requirements - Condition and Quality Ratings Usage

Appraisers must utilize the following standardized conditions and quality ratings within the appraisal report.

Condition Ratings and Definitions

C1 - The improvements have been very recently constructed and have not previously been occupied. The entire structure and all components are new and the dwelling features no physical depreciation.*

**Note: Newly constructed improvements that feature recycled materials and/or components can be considered new dwellings provided that the dwelling is placed on a 100% new foundation and recycled materials and the recycled components have been rehabilitated/re-manufactured into like-new condition. Recently constructed improvements that have not been previously occupied are not considered "new" if they have significant physical depreciation (i.e., newly constructed dwellings that have been vacant for an extended period of time without adequate maintenance or upkeep).*

C2 - The improvements feature no deferred maintenance, little or no physical depreciation, and require no repairs. Virtually all building components are new or have been recently repaired, refinished, or rehabilitated. All outdated components and finished have been updated and/or replaced with components that meet current standards. Dwellings in this category either are almost new or have been recently completely renovated and are similar in condition to new construction.

C3 - The improvements are well maintained and feature limited physical depreciation due to normal wear and tear. Some components, but not every major building component, may be updated or recently rehabilitated. The structure has been well maintained.

C4 - The improvements feature some minor deferred maintenance and physical deterioration due to normal wear and tear. The dwelling has been adequately maintained and requires only minimal repairs to building components/mechanical systems and cosmetic repairs. All major building components have been adequately maintained and are functionally adequate.

C5 - The improvements feature obvious deferred maintenance and are in need of some significant repairs. Some building components need repairs, rehabilitation, or updating. The functional utility and overall livability is somewhat diminished due to condition, but the dwelling remains useable and functional as a residence.

C6 - The improvements have substantial damage or deferred maintenance with deficiencies or defects that are severe enough to affect the safety, soundness, or structural integrity of the improvements. The improvements are in need of substantial repairs and rehabilitation, including many or most major components.

Quality Ratings and Definitions

Q1 - Dwellings with this quality rating are usually unique structures that are individually designed by an architect for a specified use. Such residences typically are constructed from detailed architectural plans and specifications and feature an exceptionally high level of workmanship and exceptionally high-grade materials throughout the interior and exterior of the structure. The design features exceptionally high-quality exterior refinements and ornamentation, and exceptionally high-quality interior refinements. The workmanship, materials, and finishes throughout the dwelling are exceptionally high quality.

Q2 - Dwellings with this quality rating are often custom designed for construction on an individual property owner's site. However, dwellings in this quality grade are also found in high-quality tract developments featuring residences constructed from individual plans or from highly modified or upgraded plans. The design features detailed high-quality exterior ornamentation, high-quality interior refinements, and detail. The workmanship, materials, and finishes throughout the dwelling are of exceptionally high quality.

Q3 - Dwellings with this quality rating are residences of higher quality built from individual or readily available designer plans in above-standard residential tract developments or on an individual property owner's site. The design includes significant exterior ornamentation and interiors that are well finished. The workmanship exceeds acceptable standards and many materials and finishes throughout the dwelling have been upgraded from "stock" standards.

Q4 - Dwellings with this quality rating meet or exceed the requirements of applicable building codes. Standard or modified standard building plans are utilized and the design includes adequate fenestration and some exterior ornamentation and interior refinements. Materials, workmanship, finish, and equipment are of stock or builder grade and may feature some upgrades.

Q5 - Dwellings with this quality rating feature economy of construction and basic functionality as main considerations. Such dwellings feature a plain design using readily available or basic floor plans featuring minimal fenestration and basic finishes with minimal exterior ornamentation and limited interior detail. These dwellings meet minimum building codes and are constructed with inexpensive, stock materials with limited refinements and upgrades.

Q6 - Dwellings with this quality rating are of basic quality and lower cost; some may not be suitable for year-round occupancy. Such dwellings are often built with simple plans or without plans; often utilizing the lowest quality building materials. Such dwellings are often built or expanded by persons who are professionally unskilled or possess only minimal construction skills. Electrical, plumbing, and other mechanical systems and equipment may be minimal or non-existent. Older dwellings may feature one or more substandard non-conforming additions to the original structure.

Definitions of Not Updated, Updated, and Remodeled

Not Updated - Little or no updating or modernization. This description includes, but is not limited to, new homes. Residential properties of fifteen years of age or less often reflect an original condition with no updating, if no major components have been replaced or updated. Those over fifteen years of age are also considered not updated if the appliances, fixtures, and finishes are predominantly dated. An area that is 'Not Updated' may still be well maintained and fully functional, and this rating does not necessarily imply deferred maintenance or physical/functional deterioration.

Updated - The area of the home has been modified to meet current market expectations. These modifications are limited in terms of both scope and cost. An updated area of the home should have an improved look and feel, or functional utility. Changes that constitute updates include refurbishment and/or replacing components to meet existing market expectations. Updates do not include significant alterations to the existing structure.

Remodeled - Significant finish and/or structural changes have been made that increase utility and appeal through complete replacement and/or expansion. A remodeled area reflects fundamental changes that include multiple alterations. These alterations may include some or all of the following: replacement of a major component (cabinet(s), bathtub, or bathroom tile), relocation of plumbing/gas fixtures/appliances, significant structural alterations (relocating walls and/or the addition of square footage). This would include a complete gutting and rebuild.

Explanation of Bathroom Count

Three-quarter baths are counted as a full bath in all cases. Quarter baths (baths that feature only a toilet) are not included in the bathroom count. The number of full and half baths is reported by separating the two values using a period, where the full bath count is represented to the left of the period and the half bath count is represented to the right of the period.

Example: 3.2 indicates three full baths and two half baths.

Abbreviation	Full Name	Appropriate Fields
ac	Acres	Area, Site
AdjPrk	Adjacent to Park	Location
AdjPwr	Adjacent to Power Lines	Location
A	Adverse	Location & View
ArmLth	Arms Length Sale	Sale or Financing Concessions
ba	Bathroom(s)	Basement & Finished Rooms Below Grade
br	Bedroom	Basement & Finished Rooms Below Grade
B	Beneficial	Location & View
Cash	Cash	Sale or Financing Concessions
CtySky	City View Skyline View	View
CtyStr	City Street View	View
Comm	Commercial Influence	Location
c	Contracted Date	Date of Sale/Time
Conv	Conventional	Sale or Financing Concessions
CrtOrd	Court Ordered Sale	Sale or Financing Concession
DOM	Days On Market	Data Sources
e	Expiration Date	Date of Sale/Time
Estate	Estate Sale	Sale or Financing Concessions
FHA	Federal Housing Authority	Sale or Financing Concessions
GlfCse	Golf Course	Location
Glfvw	Golf Course View	View
Ind	Industrial	Location & View
In	Interior Only Stairs	Basement & Finished Rooms Below Grade
Lndfl	Landfill	Location
LtdSght	Limited Sight	View
Listing	Listing	Sale or Financing Concessions
Mtn	Mountain View	View
N	Neutral	Location & View
NonArm	Non-Arms Length Sale	Sale or Financing Concessions
BsyRdm	Busy Road	Locations
o	Other	Basement & Finished Rooms Below Grade
Prk	Park View	View
Pstrl	Pastoral View	View
PwrLn	Power Lines	View
PubTrn	Public Transportation	Location
rr	Recreational (Rec) Room	Basement & Finished Rooms Below Grade
Relo	Relocation Sale	Sale or Financing Concessions
REO	REO Sale	Sale or Financing Concessions
Res	Residential	Location & View
RH	USDA - Rural Housing	Sale or Financing Concessions
s	Settlement Date	Date of Sale/Time
Short	Short Sale	Sale or Financing Concessions
sf	Square Feet	Area, Site, Basement
Unk	Unknown	Date of Sale/Time
VA	Veterans Administration	Sale or Financing Concessions
w	Withdraw Date	Date of Sale/Time
wo	Walk Out Basement	Basement & Finished Rooms Below Grade
wu	Walk Up Basement	Basement & Finished Rooms Below Grade
WtrFr	Water Frontage	Location
Wtr	Water View	View
Woods	Woods View	View

ABBREVIATED ENTRY	OVERALL VIEW RATING
N	Neutral
B	Beneficial
A	Adverse

ABBREVIATED ENTRY	VIEW FACTOR
Wtr	Water View
Pstrl	Pastoral View
Woods	Woods View
Prk	Park View
Glfvw	Golf Course View
CtySky	City View Skyline View
Mtn	Mountain View
Res	Residential View
CtyStr	City Street View
Ind	Industrial View
PwrLn	Power Lines
LtdSght	Limited Sight
See Instructions Below	Other - Appraiser to enter a description of the view*

Other: If a view factor not on this list materially affects the value of the subject property, the appraiser must enter a description of the view associated with the property (see second example below). This description entered must follow a reader of the appraisal report or understand what the view associated with the property actually is. Descriptors such as 'None', 'N/A', 'Typical', 'Average', etc., are unacceptable. Descriptions should be entered carefully because the same text will be represented in both the site section and the comparable sales grid for the subject property. The text must fit in the allowable space.

File No. 091217G

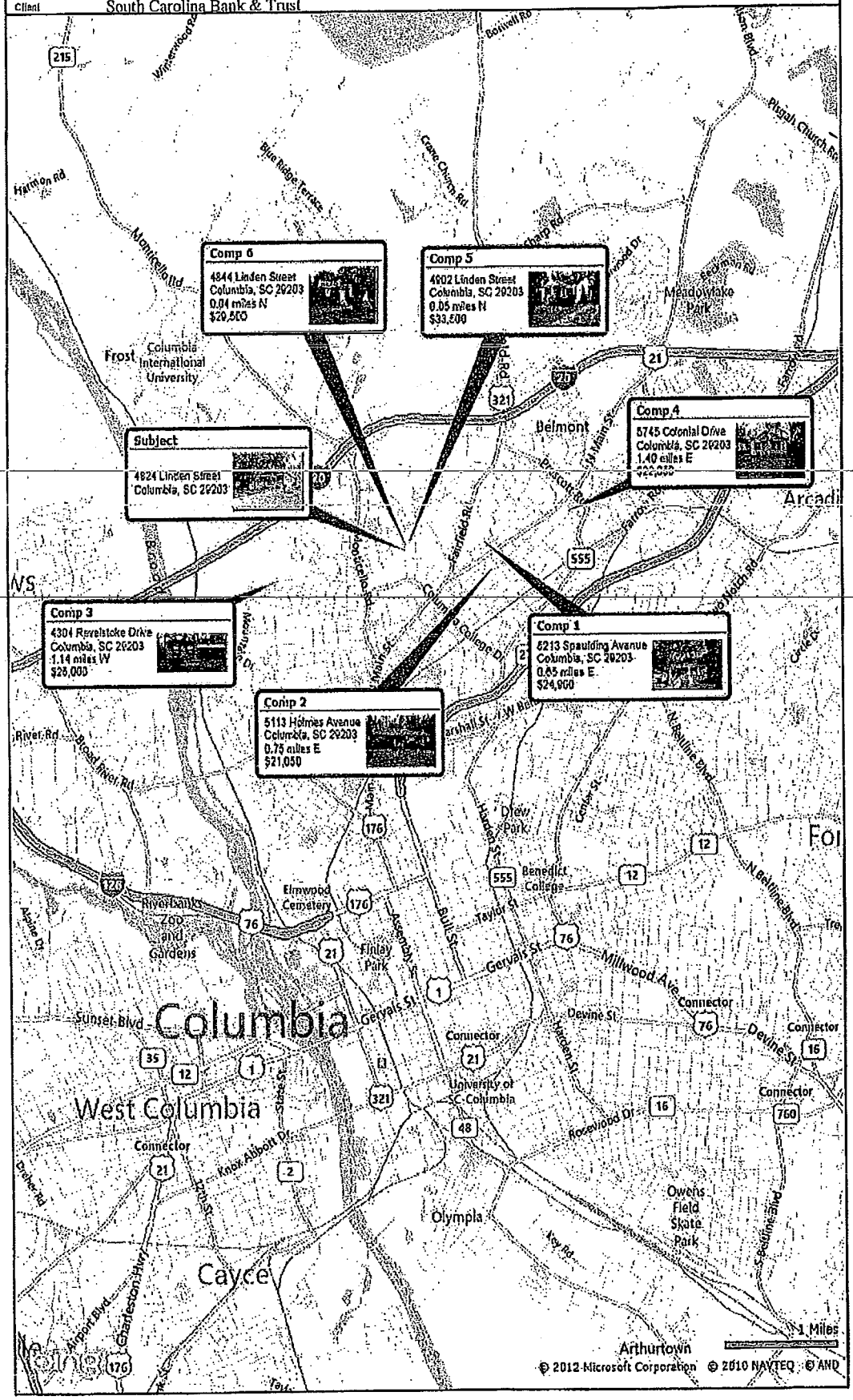
Location Map

Borrower or Owner N/A

Property Address 4824 Linden Street

City Columbia County Richland State SC Zip Code 29203

Client South Carolina Bank & Trust



~~296~~ 294

~~545~~

File No. 091217G

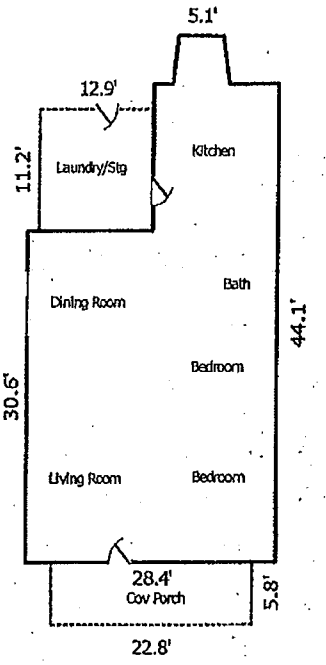
SKETCH ADDENDUM

Borrower or Owner N/A

Property Address 4824 Linden Street

City Columbia County Richland State SC Zip Code 29203

Client South Carolina Bank & Trust



SketchByApex

Comments:

AREA CALCULATIONS SUMMARY

Code	Description	Net Size	Net Totals
GLA1	First Floor	1088.2	1088.2
P/P	Encl Porch	144.5	
	Cov Porch	132.2	276.7
	Net LIVABLE Area	(rounded)	1088

LIVING AREA BREAKDOWN

Breakdown				Subtotals
First Floor				
0.5 x	4.5	x 0.7		1.6
	30.6	x 28.4		869.0
	13.5	x 14.3		193.1
0.5 x	0.7	x 4.5		1.6
	5.1	x 4.5		23.0
5 Items			(rounded)	1088

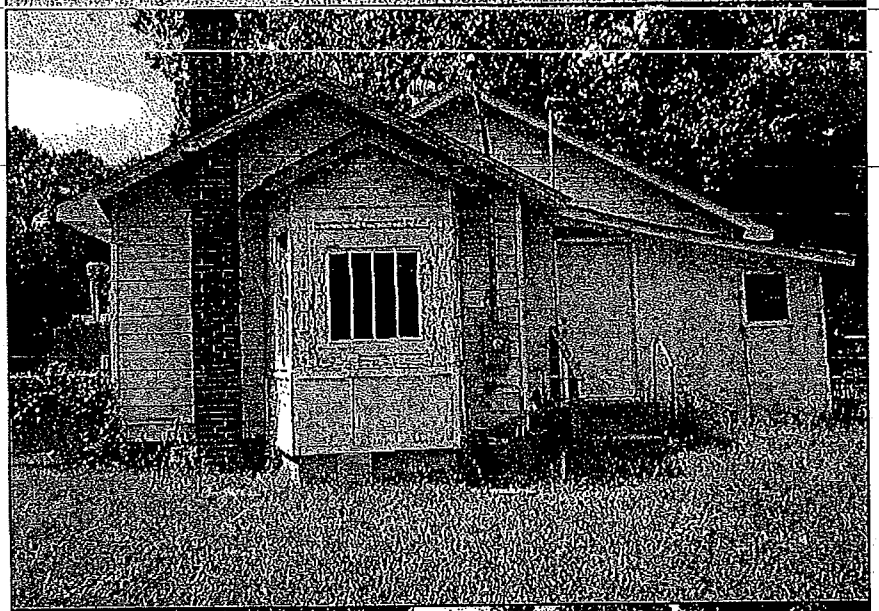
795
797
548

File No. 091217G

PHOTOGRAPH ADDENDUM

Borrower or Owner N/A
Property Address 4824 Linden Street
City Columbia County Richland State SC Zip Code 29203
Client South Carolina Bank & Trust

FRONT VIEW OF SUBJECT PROPERTY



REAR VIEW OF SUBJECT PROPERTY

STREET SCENE OF SUBJECT PROPERTY

796
798
549

File No. 091217G

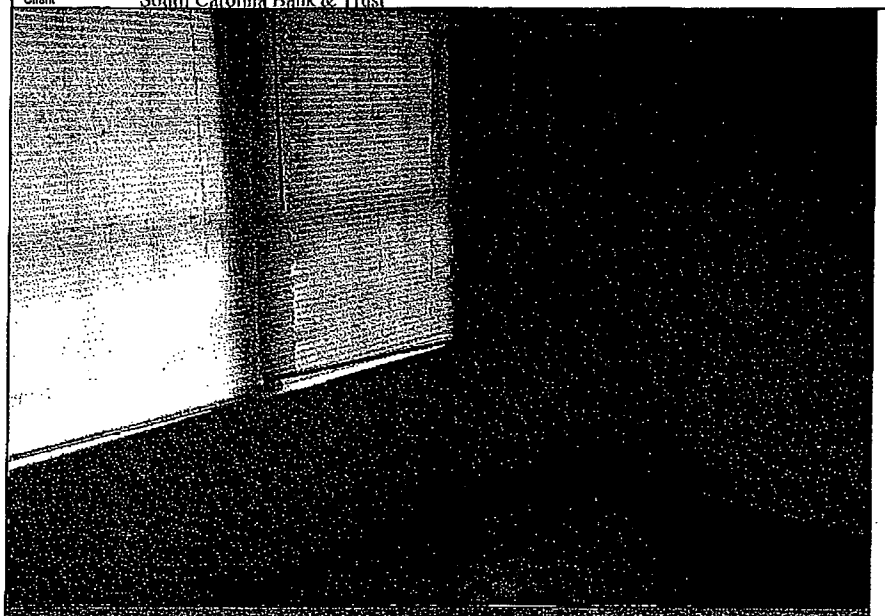
PHOTOGRAPH ADDENDUM

Borrower or Owner N/A

Property Address 4824 Linden Street

City Columbia County Richland State SC Zip Code 29203

Client South Carolina Bank & Trust



4824 Linden Street
LIVING ROOM

4824 Linden Street
DINING ROOM

4824 Linden Street
KITCHEN

797
799
550

File No. 091217G

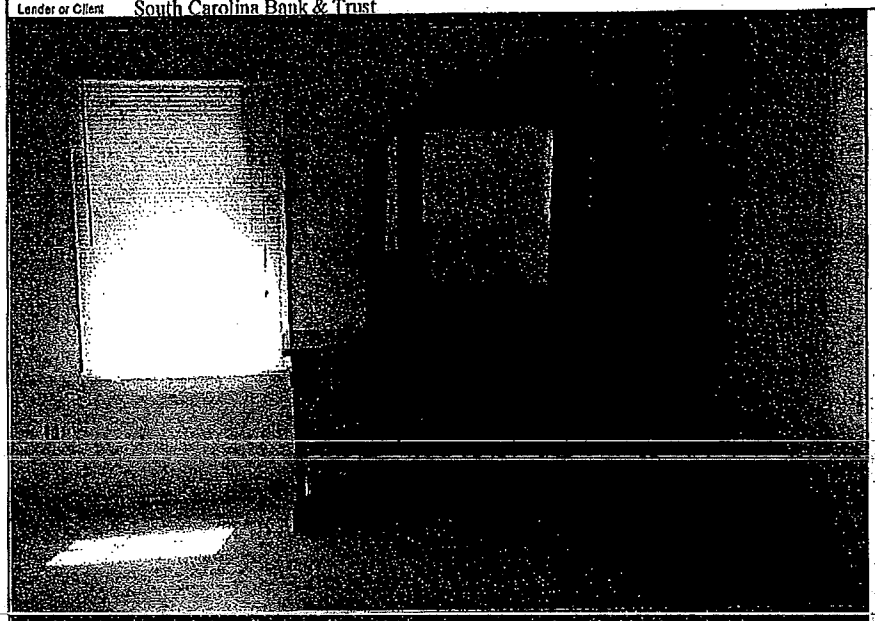
PHOTOGRAPH ADDENDUM

Borrower or Owner N/A

Property Address 4824 Linden Street

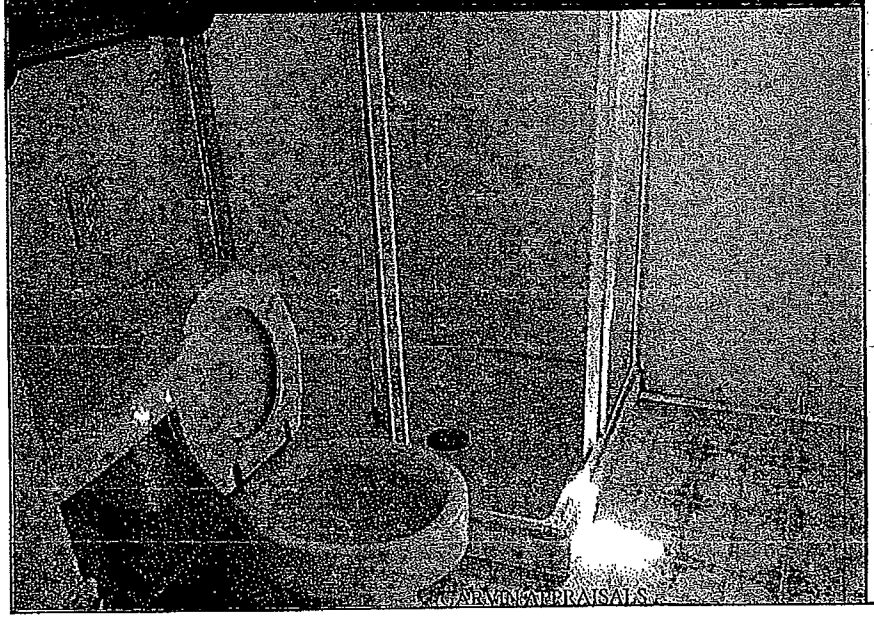
City Columbia County Richland State SC Zip Code 29203

Lender or Client South Carolina Bank & Trust



4824 Linden Street
BEDROOM

4824 Linden Street
BEDROOM



4824 Linden Street
BATH

798
$800
561

File No. 091217G

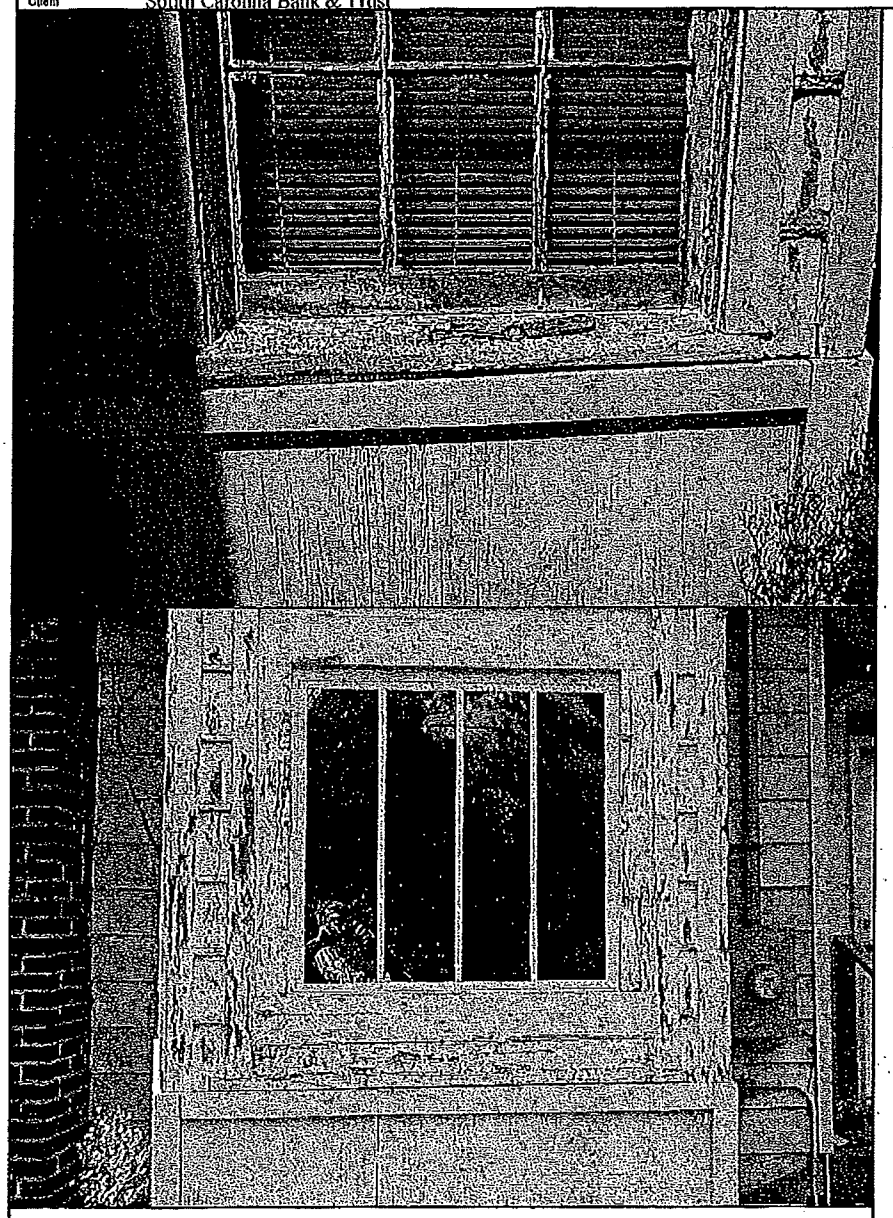
PHOTOGRAPH ADDENDUM

Borrower or Owner N/A

Property Address 4824 Linden Street

City Columbia County Richland State SC Zip Code 29203

Client South Carolina Bank & Trust



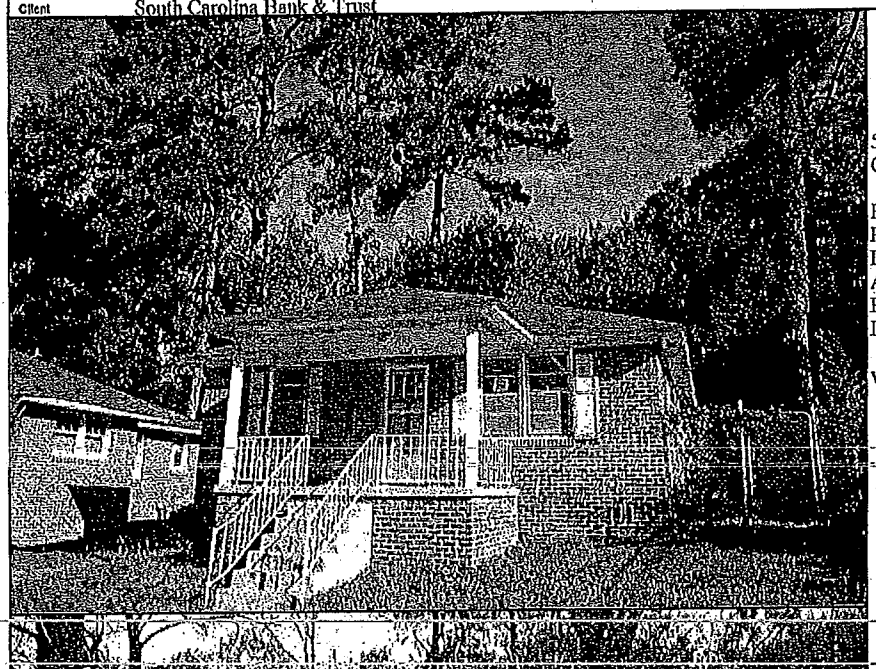
4824 Linden Street
PEELING PAIN

799
~~801~~
552

File No. 091217G

PHOTOGRAPH ADDENDUM

Borrower or Owner N/A
Property Address 4824 Linden Street
City Columbia County Richland State SC Zip Code 29203
Client South Carolina Bank & Trust



COMPARABLE #1

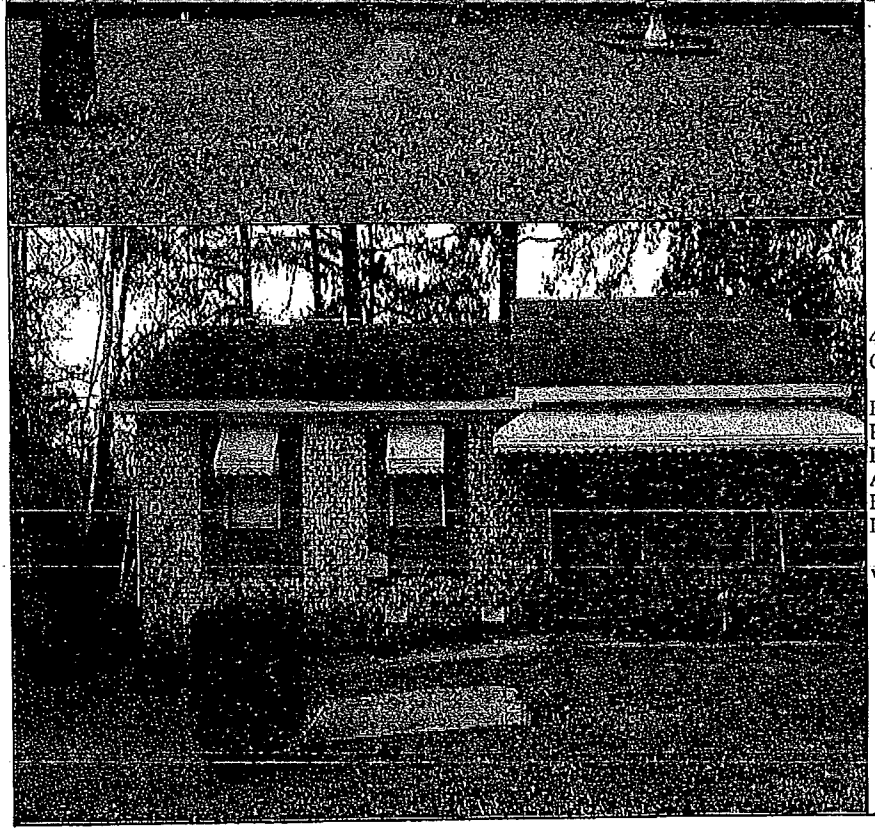
5213 Spaulding Avenue
Columbia, SC 29203

Price	$24,900
Price/SF	20.75
Date	s08/12;c08/12
Age	59
Room Count	5-2-1.0
Living Area	1,200
Value Indication	$24,600

COMPARABLE #2

5113 Holmes Avenue
Columbia, SC 29203

Price	$21,050
Price/SF	19.07
Date	s02/12;c02/12
Age	62
Room Count	5-2-1.0
Living Area	1,104
Value Indication	$21,050



COMPARABLE #3

4304 Revelstoke Drive
Columbia, SC 29203

Price	$25,000
Price/SF	27.47
Date	s06/12;c05/12
Age	42
Room Count	5-3-1.0
Living Area	910
Value Indication	$30,500

800
~~583~~

File No. 091217G

PHOTOGRAPH ADDENDUM

Borrower or Owner N/A
Property Address 4824 Linden Street
City Columbia County Richland State SC Zip Code 29203
Client South Carolina Bank & Trust

COMPARABLE #4

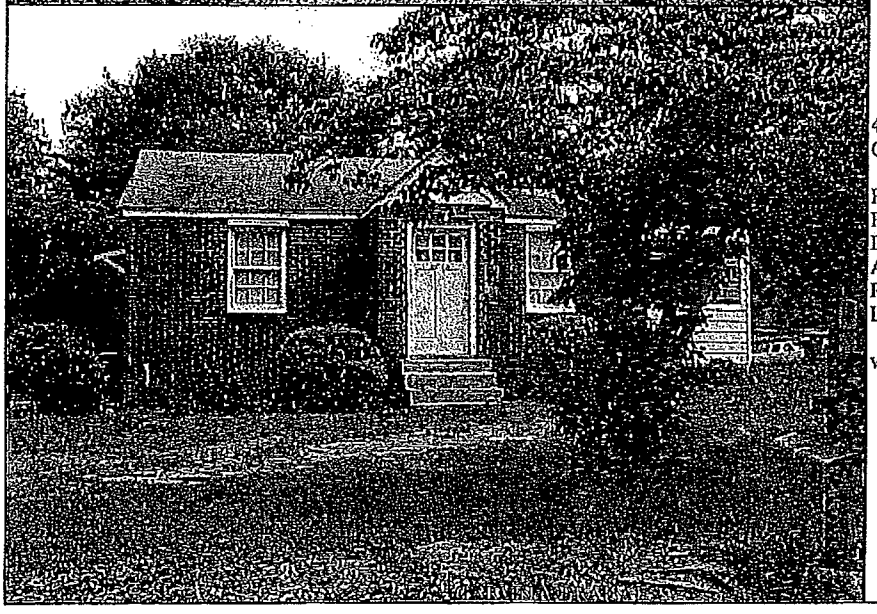
5745 Colonial Drive
Columbia, SC 29203

Price	$22,050
Price/SF	21.51
Date	s04/12;c03/12
Age	27
Room Count	5-3-1.1
Living Area	1,025
Value Indication	$24,150

COMPARABLE #5

4902 Linden Street
Columbia, SC 29203

Price	$33,500
Price/SF	33.50
Date	Active
Age	59
Room Count	5-2-1.0
Living Area	1,000
Value Indication	$35,700



COMPARABLE #6

4844 Linden Street
Columbia, SC 29203

Price	$29,500
Price/SF	31.93
Date	Active
Age	59
Room Count	5-2-1.0
Living Area	924
Value Indication	$34,600

800
554

File No. 091217G

CURRENT LICENSES

Borrower or Owner N/A
Property Address 4824 Linden Street
City Columbia County Richland State SC Zip Code 29203
Client South Carolina Bank & Trust

State of South Carolina BCDI 017249
Department of Labor, Licensing and Regulation
Real Estate Appraisers Board

EUGENE C GARVIN JR

Is hereby entitled to practice as a:

Certified Residential Appraiser

License Number: 2746

Expiration Date: 06/30/2014
OFFICE COPY

Tracy McCarley
Administrator

State of South Carolina BCDI [illegible]
Department of Labor, Licensing and Regulation
Real Estate Appraisers Board

THOMAS E. GARVIN

Is hereby entitled to practice as a:

Certified Residential Appraiser

License Number: 4831

Expiration Date: 06/30/2014
OFFICE COPY

Tracy McCarley
Administrator

State of South Carolina BCDI 025127
Department of Labor, Licensing and Regulation
Real Estate Appraisers Board

O'NEIL H. CANNON II

Is hereby entitled to practice as a:

Certified Residential Appraiser

License Number: 4543

Expiration Date: 06/30/2014
OFFICE COPY

Tracy McCarley
Administrator

2011-6317 cm

STATE OF SOUTH CAROLINA

COUNTY OF RICHLAND

SCBT, N.A.,

Plaintiff,

vs.

Sand Dollar 31, LLC; Rhonda Meisner,

Defendants.

(01655-00040 JDW)

IN THE COURT OF COMMON PLEAS

DOCKET NO.: 2011-CP-40-6317
DOCKET NO.: 2011-CP-40-6318

NOTICE OF WITHDRAWAL OF PLAINTIFF'S MOTION TO VACATE FORECLOSURE SALE

2014 JUN 10 AM 10:01 FILED

TO: RHONDA MEISNER, *PRO SE* DEFENDANT AND RICHARD R. GLEISSNER, ESQUIRE, ATTORNEY FOR THIRD-PARTY PURCHASER SCORE, LLC

YOU WILL PLEASE TAKE NOTICE that Plaintiff SCBT, N.A., by and through its undersigned attorney, hereby withdraws its Motion to Vacate Foreclosure Sale filed with the Clerk of Court on or about September 6, 2012.

Respectfully submitted,

Jason D. Wyman (SC Bar # 100271)
ROGERS TOWNSEND & THOMAS, PC
220 Executive Center Drive (29210)
Post Office Box 100200
Columbia, South Carolina 29202-3200
(803) 771-7900 Tel
(803) 343-7017 Fax
jason.wyman@rtt-law.com
Attorneys for Plaintiff
Rogers Townsend & Thomas, PC, and its staff are debt collectors.

Dated: 7/8/14

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CERTIFICATE OF SERVICE BY MAIL

DOCKET NO.: 2011-CP-40-6317
DOCKET NO.: 2011-CP-40-6318

I, the undersigned attorney, for the law firm of Rogers Townsend & Thomas, PC, do hereby certify that I have on served a copy of the foregoing document upon counsel of record by U.S. Mail, postage prepaid, on July 8, 2014, at the following addresses:

Document Served:

NOTICE OF WITHDRAWAL OF PLAINTIFF'S MOTION TO VACATE FORECLOSURE SALE

Parties Served:

Richard R. Gleissner, Esquire.
Gleissner Law Firm, L.L.C.
1237 Gadsden Street, Ste. 200A
Columbia, SC 29201

Ms. Rhonda Meisner
P.O. Box 689
Blythewood, SC 29016

FILED
2014 JUL 10 AM 10:01
CLERK OF C.C.P. & G.S.

Jason D. Wyman (SC Bar # 100271)

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Exhibit 1

ELECTRONICALLY FILED - 2018 Apr 20 4:50 PM - RICHLAND - COMMON PLEAS - CASE#2011CP4006317

Garvin Appraisals & Properties, LLC
5 Calendar Court, Suite 103
Columbia, SC 29206

August 30, 2017

Sean M. Foerster
Rogers Townsend & Thomas
P. O. Box 100200
Columbia, SC 29202

Re: SCBT, N.A. vs Sand Dollar 31, LLC; Rhonda Meisner
Civil Action #2011-CP-40-6317 and 2011-CP-40-6318

Dear Mr. Foerster:

I have contacted the defendant's appraiser, Angela Buckley, and we discussed our appraisals on the properties involved in this proceeding. I appraised 8391 Winnsboro Road, Blythewood, SC 29016 on 09/17/2012 as a manufactured home "as is" for $16,000. According to Ms. Buckley, she appraised this same property as a manufactured home on 09/14/2012 for $20,000 but "subject to" repair work totaling $4,530. If the repair work is deducted from the $20,000 opinion of value the net value of her appraisal is $15,470.

I appraised 4824 Linden Street, Columbia, SC 29203 on 09/13/2012 as a single family residential "as is" for $25,000. According to Ms. Buckley, she appraised this same property on 09/14/2012 for $31,000 but "subject to" repairs of $12,080. If the repair work is deducted from the $31,000 opinion of value the net value of her appraisal is $18,920. Her appraisals are "subject to" the repair work being completed and when and if that occurs then the values are the $20,000 for 8391 Winnsboro Road and $31,000 for 4824 Linden Street. I do not know if Ms. Buckley did any final inspections to determine if the repair work on either property was completed.

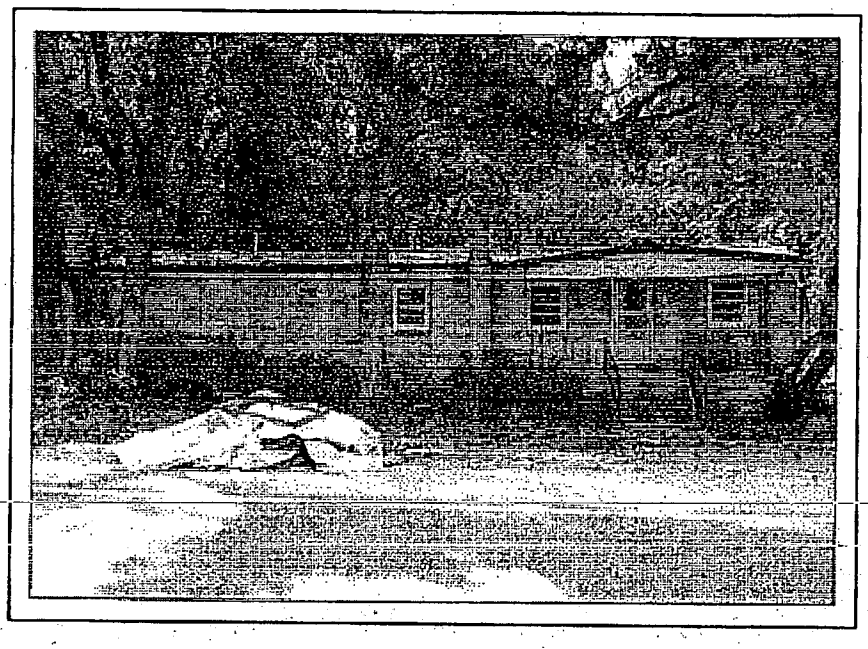
I stand by my opinion of value for both properties as of the effective date of my reports shown above. Ms. Buckley has not stated directly to me, but from my conversation I am convinced, that she would concur that she also stands by her opinion of value of the properties as of the effective dates of her appraisals shown above.

If you have any questions or need to discuss this further, please do not hesitate to contact me.

Yours truly,

Eugene C. Garvin, Jr.
CR 2746

File No. 091218G



SUMMARY APPRAISAL REPORT

OF THE REAL PROPERTY LOCATED AT

8391 Winnsboro Road
Blythewood, SC 29016

for

South Carolina Bank & Trust
700 Gervais Street
Columbia, SC
29201

as of

09/17/2012

by

Eugene Garvin, Jr.
5 CALENDAR COURT STE 103
COLUMBIA, SC 29206

GARVIN APPRAISALS

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GARVIN APPRAISALS
5 CALENDAR COURT STE 103
COLUMBIA, SC 29206
803-779-4243

September 21, 2012

South Carolina Bank & Trust
700 Gervais Street
Columbia, SC
29201

Property -	8391 Winnsboro Road Blythewood, SC 29016
Borrower -	N/A
File No. -	091218G
Case No. -	

Dear :

In accordance with your request, I have prepared an appraisal of the real property located at 8391 Winnsboro Road, Blythewood, SC.

The purpose of the appraisal is to provide an opinion of the market value of the property described in the body of this report.

Enclosed, please find the Summary Report which describes certain data gathered during our investigation of the property. The methods of approach and reasoning in the valuation of the various physical and economic factors of the subject property are contained in this report.

An inspection of the property and a study of pertinent factors, including valuation trends and an analysis of neighborhood data, led the appraiser to the conclusion that the market value, as of 09/17/2012 is :

$16,000

The opinion of value expressed in this report is contingent upon the Limiting Conditions attached to this report.

It has been a pleasure to assist you. If I may be of further service to you in the future, please let me know.

Respectfully submitted,

GARVIN APPRAISALS

Eugene Garvin, Jr.
SC Certification #2746

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Summary Appraisal Report

Manufactured Home Appraisal Report

File # 091218G

The purpose of this summary appraisal report is to provide the lender/client with an accurate, and adequately supported, opinion of the market value of the subject property.

SUBJECT

Property Address 8391 Winnsboro Road City Blythewood State SC Zip Code 29016
Borrower N/A Owner of Public Record SC Operating Room Equip. County Richland
Legal Description Deed Book 1157, Page 3375
Assessor's Parcel # 10100-01-12 Tax Year 2011 R.E. Taxes $ 512
Neighborhood Name Blythewood Map Reference Blythewood Census Tract 102.00
Occupant [ ] Owner [ ] Tenant [X] Vacant Project Type (if applicable) [ ] PUD [ ] Condominium [ ] Cooperative [ ] Other (describe)
Special Assessments $ N/A HOA $ N/A [ ] per year [ ] per month
Property Rights Appraised [X] Fee Simple [ ] Leasehold [ ] Other (describe)
Assignment Type [ ] Purchase Transaction [ ] Refinance Transaction [X] Other (describe) Determine Market Value for Client
Lender/Client South Carolina Bank & Trust Address 700 Gervais Street, Columbia, SC 29201
Is the subject property currently offered for sale or has it been offered for sale in the twelve months prior to the effective date of the appraisal? [ ] Yes [X] No
Report data source(s) used, offering price(s), and date(s). MLS

Manufactured homes located in either a condominium or cooperative project require the appraiser to inspect the project and complete the Project Information section of the Individual Condominium Unit Appraisal Report or the Individual Cooperative Interest Appraisal Report and attach it as an addendum to this report.

CONTRACT

I [ ] did [ ] did not analyze the contract for sale for the subject purchase transaction. Explain the results of the analysis of the contract for sale or why the analysis was not performed.

Contract Price$ Date of Contract Is the property seller the owner of public record? [ ] Yes [ ] No Data Source(s)
Is there any financial assistance (loan charges, sale concessions, gift or downpayment assistance, etc.) to be paid by any party on behalf of the borrower? [ ] Yes [ ] No
If Yes, report the total dollar amount and describe the items to be paid:

I [ ] did [X] did not analyze the manufacturer's invoice. Explain the results of the analysis of the manufacturer's invoice or why the analysis was not performed.
Invoice not available
Retailer's Name (New Construction) N/A

NEIGHBORHOOD

Note: Race and the racial composition of the neighborhood are not appraisal factors.

Neighborhood Characteristics				Manufactured Housing Trends					Manufactured Housing		Present Land Use %	
Location	[ ] Urban	[ ] Suburban	[X] Rural	Property Values	[ ] Increasing	[X] Stable	[ ] Declining		PRICE	AGE	One-Unit	40.0 %
Built-Up	[ ] Over 75%	[X] 25-75%	[ ] Under 25%	Demand/Supply	[ ] Shortage	[X] In Balance	[ ] Over Supply		$(000)	(yrs)	2-4 Unit	%
Growth	[ ] Rapid	[ ] Stable	[X] Slow	Marketing Time	[ ] Under 3 mths	[ ] 3-6 mths	[X] Over 6 mths		15 Low	new	Multi-Family	%
Neighborhood Boundaries	to the north by Wildflower Road & Muller Road, east &								65 High	50	Commercial	5.0 %
south by I-20, and west by SC Hwy 260.									30 Pred.	20	Other	55.0 %

Neighborhood Description The subject property is located approximately 15 miles north of the downtown Columbia area off on the Winnsboro Road in northern Richland County. This area allows for average access to employment centers, shopping and schools. *** See Additional Comments ***
Market Conditions (including support for the above conclusions) Market conditions are currently attractive as interest rates remain at historical lows. Property values in the neighborhood appear to be stable. Supply and demand are in balance with typical exposure times being over six months. *** See Additional Comments ***

SITE

Dimensions unable to obtain dimensions (tax map incl) Area 27+-ac Shape irregular View residential/woods
Specific Zoning Classification RU Zoning Description rural district manufactured homes allowed
Zoning Compliance [X] Legal [ ] Legal Nonconforming (Grandfathered Use) [ ] No Zoning [ ] Illegal (describe)
Is the highest and best use of the subject property as improved (or as proposed per plans and specifications) the present use? [X] Yes [ ] No If No, describe

Utilities	Public	Other (describe)		Public	Other (describe)	Off-site Improvements-Type	Public	Private
Electricity	[X]	[ ]	Water	[ ]	[X] well	Street asphalt	[X]	[ ]
Gas	[X]	[ ]	Sanitary Sewer	[ ]	[X] septic	Alley none	[ ]	[ ]

FEMA Special Flood Hazard Area [ ] Yes [X] No FEMA Flood Zone X FEMA Map # 4501700050 G FEMA Map Date 01/19/94
Are the utilities and off-site improvements typical for the market area? [X] Yes [ ] No If No, describe

Is the site size, shape and topography generally conforming to and acceptable in the market area? [X] Yes [ ] No If No, explain

Is there adequate vehicular access to the subject property? [X] Yes [ ] No If No, describe

Is the street property maintained? [X] Yes [ ] No If No, describe

Are there any adverse site conditions or external factors (easements, encroachments, environmental conditions, land uses, etc.)? [ ] Yes [X] No If Yes, describe
However, your appraiser is not an environmental expert.

HUD DATA PLATE

The HUD Data Plate/Compliance Certificate is located on the interior of the subject and contains, among other things, the manufacturer's name, trade/model name, year manufactured and serial number. The HUD Certification Label is located on the exterior of each section of the home.
Is the HUD Data Plate/Compliance Certificate attached to the dwelling? [ ] Yes [X] No If Yes, identify the location. If No, provide the data source(s) for the HUD Data Plate/Compliance Certificate information. No HUD Data Plate/Compliance Certificate information available.
Is a HUD Certification Label attached to the exterior of each section of the dwelling? [ ] Yes [X] No If No, provide the data source(s) for the HUD Certification Label #s
No HUD Data Plate/Compliance Certification Label #'s available.

Manufacturer's Serial #(s)/VIN #(s) Unknown
HUD Certification Label #(s) Unknown
Manufacturer's Name Unknown Trade/Model Unknown Date of Manufacture Unknown
Do the Wind, Roof Load, and Thermal Zones meet the minimum HUD requirements for the location of the subject property? [X] Yes [ ] No If No, explain
It is assumed that the subject property meets the HUD requirements for its location.

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Manufactured Home Appraisal Report

File # 091218G

GENERAL DESCRIPTION		FOUNDATION		EXTERIOR DESCRIPTION materials/condition		INTERIOR materials/condition	
# of Units	[X] One [ ] Additions	[ ] Poured Concrete [ ] Concrete Runners		Siding	brick veneer/fair	Floors	laminate/vinyl/avg
# of Stories	[X] 1 [ ] 2 [ ] Other	[X] Block & Pier [ ] Other-att. description		Exterior Walls	brick/masonite/fair	Walls	panel/drywall/avg
Design (Style)	single wide	[ ] Full Basement [ ] Partial Basement		Roof Surface	metal/average	Trim/Finish	wood/avg
# of Sections	[X] 1 [ ] 2 [ ] 3	Basement Area	None sq. ft.	Gutters & Downspouts	none	Bath Floor	vinyl/fair
[ ] Other		Basement Finish	N/A %	Window Type	DH wood/metal/fair	Bath Wainscot	fibrlgs/fair
Type	[X] Det. [ ] Att. [ ] S-Det./End Unit	[N] Outside Entry/Exit	[N] Sump Pump	Storm Sash/Insulated	none	Car Storage	[ ] None
[X] Existing	[ ] Proposed [ ] Under Const.	Evidence of	[N] Infestation	Screens	partial/fair	[X] Driveway	# of Cars 2
Year Built	1969 Effective Age (Yrs) 30	[N] Dampness	[N] Settlement	Doors	wood/fair	Driveway Surface	concrete/dirt
Attic	[X] None	Heating [X] FWA	[ ] HWBB [ ] Radiant	Amenities	[ ] WoodStove(s)#	[ ] Garage	# of Cars none
[ ] Drop Stair	[ ] Stairs	[ ] Other	Fuel gas	[ ] Fireplace(s) #	[X] Fence	[ ] Carport	# of Cars none
[ ] Floor	[ ] Scuttle	Cooling [X] Central Air Conditioning		[ ] Patio/Deck	[X] Porch	[ ] Attached	[ ] Detached
[ ] Finished	[ ] Heated	[ ] Individual [ ] Other		[ ] Pool	[ ] Other	[ ] Built-in	

Appliances [ ] Refrigerator [P] Range/Oven [ ] Dishwasher [ ] Disposal [ ] Microwave [ ] Washer/Dryer [ ] Other (describe)

Finished area above grade contains: 5 Rooms 3 Bedrooms 1 Bath(s) 920 Square Feet of Gross Living Area Above Grade

Describe any additions or modifications (decks, rooms, remodeling, etc.) The subject property appears to have originally been a single wide manufactured home that has been "bricked in" with a rear addition of two bedrooms & a hallway. The subject property has some panel walls. *** See Additional Comments ***

IMPROVEMENTS

Installer's Name Unknown Date Installed Unknown Model year Unknown

Is the manufactured home attached to a permanent foundation system? [X] Yes [ ] No If No, describe foundation system and the manner of attachment.

Have the towing hitch, wheels, and axles been removed? [X] Yes [ ] No If No, explain.

Is the manufactured home permanently connected to a septic tank or sewage system and other utilities? [X] Yes [ ] No If No, explain

Does the dwelling have sufficient gross living area and room dimensions to be acceptable to the market? [X] Yes [ ] No If No, explain

Additional features (special energy efficient items, non-realty items, etc.) None

The appraiser must rate the quality of construction for the subject unit based on objective criteria (such as N.A.D.A. Manufactured Housing Appraisal Guide®, Marshall & Swift Residential Cost Handbook®, or other published cost service). The appraiser must also report the source used for this quality of construction rating determination.

Quality [ ] Poor [ ] Fair [X] Average [ ] Good [ ] Excellent Identify source of quality rating Marshall & Swift

Describe the condition of the property (including needed repairs, deterioration, renovations, remodeling, etc.). The subject property is considered to be in average to fair conditiion. The masonite portion of the exterior siding is deteriorating. At the time of the inspection and according to the owner, the HVAC system was not working and in need of repair. A free standing range was the only appliance in the kitchen. *** See Additional Comments ***

Are there any physical deficiencies or adverse conditions that affect the livability, soundness, or structural integrity of the property? [ ] Yes [X] No If Yes, describe However, your appraiser could conduct a head & shoulders inspection of the crawl space only. It appears the subject foundations is block & brick piers on a brick curtain wall. *** See Additional Comments ***

Does the property generally conform to the neighborhood (functional utility, style, condition, use, construction, etc.)? [X] Yes [ ] No If No, describe

COST APPROACH

Provide adequate information for the lender/client to replicate the below cost figures and calculations.

Support for the opinion of site value (summary of comparable land sales or other methods for estimating site value) The site value was estimated from closed sales and active listings in the MLS and information obtained from the Tax Assessor's Web site. The Cost Approach is not required.

ESTIMATED [ ] REPRODUCTION OR [ ] REPLACEMENT COST NEW

Source of cost data		Effective date of cost data		Quality rating from cost service		
OPINION OF SITE VALUE			$	Exterior Dimensions of the Subject Unit		
Section One	Sq. ft. @ $		$	X	=	Sq. ft.
Section Two	Sq. ft. @ $		$	X	=	Sq. ft.
Section Three	Sq. ft. @ $		$	X	=	Sq. ft.
Section Four	Sq. ft. @ $		$	X	=	Sq. ft.
			$	Total Gross Living Area:		Sq. ft.
			$	Other Data Identification		
			$	N.A.D.A. Data Identification Info: Edition Mo: Yr:		
		Sub-total:	$	M/H State: Region: Size:	ft. x	ft.
		Cost Multiplier (if applicable):	X	Gray pg. White pg. Black SVS pg.		
		ModifiedSub-total:		15 years and older Conversion Chart pg. Yellow pg.		
		Physical Depreciation or Condition Modifier:		Comments:		
		Functional Obsolescence (not used for N.A.D.A.):				
		External Depreciation or State Location Modifier:				
		Delivery, Installation, and Setup (not used for N.A.D.A.):	$			
		Other Depreciated Site Improvements:	$			
		Market Value of Subject Site (as supported above):	$ 10,000			
		Indicated Value by Cost Approach	$	Estimated Remaining Economic Life (HUD and VA only)		Years

Summary of Cost Approach N/A

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Manufactured Home Appraisal Report

File # 091218G

There are 2 comparable properties currently offered for sale in the subject neighborhood ranging in price from $ 34900 to $ 39900

There are 15 comparable sales in the subject neighborhood within the past twelve months ranging in sale price from $ 13000 to $ 40000

FEATURE	SUBJECT	COMPARABLE SALE # 1		COMPARABLE SALE # 2		COMPARABLE SALE # 3	
Address	8391 Winnsboro Road Blythewood, SC 29016	303 Ashley Creek Drive Elgin, SC 29045		709 Big Fork Road Winnsboro, SC 29180		201 Robin Hood Road Elgin, SC 29045	
Proximity to Subject		16.33 miles E		6.26 miles NW		11.05 miles E	
Sale Price	$		$ 21,700		$ 16,000		$ 35,000
Sale Price/Gross Liv. Area	$ sq. ft.	$ 23.48 sq. ft.		$ 13.99 sq. ft.		$ 31.11 sq. ft.	
Manufactured Home		[X] Yes [ ] No		[X] Yes [ ] No		[X] Yes [ ] No	
Data Source(s)		MLS/Tax Assessor		MLS/Tax Assessor		MLS/Tax Assessor	
Verification Source(s)		Appraiser		Appraiser		Appraiser	
VALUE ADJUSTMENTS	DESCRIPTION	DESCRIPTION	+(-)$ Adjustment	DESCRIPTION	+(-)$ Adjustment	DESCRIPTION	+(-)$ Adjustment
Sale or Financing Concessions		cash no concessions		cash no concessions		unknown unknown	
Date of Sale/Time		06/18/12 closed		09/14/12 closed		02/08/12 closed	
Location	rural	rural		rural		rural	
Leasehold/Fee Simple	fee simple	fee simple		fee simple		fee simple	
Site	.27+-ac	1.04+-ac		1+-ac		1.31+-ac	-2,500
View	resident/woods	woods		resident/woods		resident/woods	
Design (Style)	manufactured	manufactured		manufactured		manufactured	
Quality of Construction	average	average		average		average	
Actual Age	43	20		15		15	
Condition	fair-average	average	-3,000	fair-average		average	-3,000
Above Grade Total / Bdrms. / Baths	5 / 3 / 1	5 / 2 / 2	-3,000	5 / 3 / 2	-3,000	5 / 2 / 2	-3,000
Gross Living Area	920 sq. ft.	924 sq. ft.		1,144 sq. ft.	-4,500	1,125 sq. ft.	-4,100
Basement & Finished Rooms Below Grade	none	none		none		none	
Functional Utility	good	good		good		good	
Heating/Cooling	central	central		none	+2,500	fwa/win units	+2,500
Energy Efficient Items	none	none		none		none	
Garage/Carport	none	none		single carport	-1,000	det dbl garage	-1,500
Porch/Patio/Deck	cpor	deck	+1,000	cpor		deck	+1,000
	no f/p	no f/p		one f/p	-1,000	one f/p	-1,000
Net Adjustment (Total)		[ ] + [X] -	$ -5,000	[ ] + [X] -	$ -7,000	[ ] + [X] -	$ -11,600
Adjusted Sale Price of Comparables		Net Adj. 23.04% Gross Adj 32.26%	$ 16,700	Net Adj. 43.75% Gross Adj 75.00%	$ 9,000	Net Adj. 33.14% Gross Adj 53.14%	$ 23,400

I [X] did [ ] did not research the sale or transfer history of the subject property and comparable sales. If not, explain

My research [X] did [ ] did not reveal any prior sales or transfers of the subject property for the three years prior to the effective date of this appraisal.

Data Source(s) bank source/Masters Report

My research [X] did [ ] did not reveal any prior sales or transfers of the comparable sales for the prior year to the date of sale of the comparable sale.

Data Source(s) Tax Assessor

Report the results of the research and analysis of the prior sale or transfer history of the subject property and comparable sales (report additional prior sales on page 4).

ITEM	SUBJECT	COMPARABLE SALE # 1	COMPARABLE SALE # 2	COMPARABLE SALE # 3
Date of Prior Sale/Transfer	08/08/2012	12/05/2011		02/08/12
Price of Prior Sale/Transfer	10,501	50,000		26,000
Data Source(s)	Masters Report	tax assessor/MLS	tax assessor/MLS	tax assessor/MLS
Effective Date of Data Source(s)	09/21/2012	09/21/2012	09/21/2012	09/21/2012

Analysis of prior sale or transfer history of the subject property and comparable sales The subject property and comp one were foreclosure sales as shown above. According to the MLS, comp three was an estate sale as shown above. According to the tax assessor's office there were no other prior sales of the subject property within the previous 36 months and no prior sales on comp two within the previous 12 months from the sales date posted above.

Summary of Sales Comparison Approach All three comps are manufactured homes in similar settings as the subject. Based on information obtained from the tax assessor's office a slight adjustment is made for comp three under the "site" item. According to the comments and interior photos posted in the MLS, comps one & three differ slightly as to "condition". Comp three is dated. All three comps exceed the proximity guidelines and the adjustments for all three comps are excessive. This is typical & unavoidable when appraising manufactured homes in this type of rural setting in northern Richland County due to a lack of recent sales in the immediate neighborhood. For valuation purposes, the use of all three comps to determine market value is warranted. *** See Additional Comments ***

Indicated Value by Sales Comparison Approach $ 16,000

Indicated Value by: Sales Comparison Approach $ 16,000 Cost Approach $ Not Required Income Approach (If developed) $ N/A

This appraisal is made [ ] "as is," [ ] subject to completion per plans and specifications on the basis of a hypothetical condition that the improvements have been completed, [X] subject to the following repairs or alterations on the basis of a hypothetical condition that the repairs or alterations have been completed, or [ ] subject to the following required inspection based on the extraordinary assumption that the condition or deficiency does not require alteration or repair. subject to the HVAC system being repaired and becoming operational.

Based on a complete visual inspection of the interior and exterior areas of the subject property, defined scope of work, statement of assumptions and limiting conditions, and appraiser's certification, my (our) opinion of the market value, as defined, of the real property that is the subject of this report is $ 16,000 as of 09/17/2012, which is the date of inspection and the effective date of this appraisal.

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Manufactured Home Appraisal Report

File # 091218G

ADDITIONAL COMMENTS

This appraisal report is not intended to be used for insurance purposes. I have performed no other services, as an appraiser or in any other capacity, regarding the property that is the subject of the work under review within the three year period immediately preceding acceptance of this assignment.This report has been electronically prepared in compliance with the USPAP Guidelines which included a digital signature and adequate security measures in place to protect the integrity of the data produced by the appraiser. There is no personal property included in the value opinion of the subject property.

INCOME

INCOME APPROACH TO VALUE (not required by Fannie Mae.)

Estimated Monthly Market Rent $	X Gross Rent Multiplier	= $	Indicated Value by Income Approach

Summary of Income Approach (including support for market rent and GRM) N/A

PUD INFORMATION

PROJECT INFORMATION FOR PUDs (If applicable)

Is the developer/builder in control of the Homeowners' Association (HOA)? ☐ Yes ☐ No Unit type(s) ☐ Detached ☐ Attached

Provide the following information for PUDs ONLY if the developer/builder is in control of the HOA and the subject property is an attached dwelling unit.

Legal name of project N/A

Total number of phases	Total number of units	Total number of units sold
Total number of units rented	Total number of units for sale	Data Source(s)

Was the project created by the conversion of existing building(s) into a PUD? ☐ Yes ☐ No If Yes, date of conversion

Does the project contain any multi-dwelling units? ☐ Yes ☐ No Data Source(s)

Are the units, common elements, and recreation facilities complete? ☐ Yes ☐ No If No, describe the status of completion.

Are the common elements leased to or by the Homeowners' Association? ☐ Yes ☐ No If Yes, describe the rental terms and options.

Describe common elements and recreational facilities.

811

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File No. 091218G

ADDITIONAL COMMENTS

Borrower or Owner N/A
Property Address 8391 Winnsboro Road
City Blythewood County Richland State SC Zip Code 29016
Lender or Client South Carolina Bank & Trust

SCOPE OF THE APPRAISAL

The Owner of Public Record is the South Carolina Operating Room Equipment, LLC.

NEIGHBORHOOD DESCRIPTION

There is a variety of properties in the general neighborhood including manufactured homes, bungalow residential properties, custom built medium to large homes on multiple acre sites, commercial properties and vacant land. Overall marketability and acceptance for this area is average. The subject property is considered to be on the fringe of the popular Blythewood community.

MARKET CONDITIONS

Homes in the neighborhood are typically financed with VA, FHA and conventional loans with the buyer and seller negotiating closing costs. The exposure time is the estimated length of time that the property interest being appraised would have been offered on the market prior to the hypothetical consummation of a sale at market value on the effective date of the appraisal. Exposure time is a retrospective opinion based on an anyalysis of past events assuming competitive and open market. The 55% "Other" under the Percent Land Use section above is vacant land.

ADDITIONS / MODIFICATIONS TO SUBJECT

6.5' to 7' ceilings, no attic access found by your appraiser, and block pier foundation. These are all characteristics of a manufactured home. The Richland County Tax Assessor's office indicates the "County Use Code" as Mobile Home and the "Universal Lane Use" as Mobile Home. Therefore, your appraiser is making the assumption that the subject property is a modified manufactured home.

CONDITION OF PROPERTY

There is some type of heating device located in the living room. It is not known if this is a supplemental heating device or if it is operational. The current owner did not know what this was or if it was operational. The power was on and water was on. It appears at one time there was a detached double carport adjacent to the dwelling; however the roof has been removed and the area is now a double car parking pad. Overall quality of construction is considered to be average. There is no functional obsolesence noted. There is a slight degree of external obsolesence due to the subject location on a heavily traveled major road. Physical depreciation is typical of properties of similar age, maintenance and quality of construction.

LIVABILITY, SOUNDESS, STRUCTURAL INTEGRITY

Your appraiser cannot certify to the soundness of the foundation.

SUMMARY OF SALES COMPARISON APPROACH

A final value opinion of $16,000 is within market range. The Intended User of this appraisal report is the Client. The Intended Use is to evaluate the property that is the subject of this appraisal for bank purposes, subject to the stated Scope of Work, purpose of the appraisal, reporting requirements of the appraisal form, and Definition of Market Value. No additional Users are identified by the appraiser.

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Manufactured Home Appraisal Report

File # 091218G

This report form is designed to report an appraisal of a one-unit manufactured home; including a manufactured home in a planned unit development (PUD). A Manufactured home located in either a condominium or cooperative project requires the appraiser to inspect the project and complete the project information section of the Individual Condominium Unit Appraisal Report or the Individual Cooperative Interest Appraisal Report and attach it as an addendum to this report.

This appraisal report is subject to the following scope of work, intended use, intended user, definition of market value, statement of assumptions and limiting conditions, and certifications. Modifications, additions, or deletions to the intended use, intended user, definition of market value, or assumptions and limiting conditions are not permitted. The appraiser may expand the scope of work to include any additional research or analysis necessary based on the complexity of this appraisal assignment. Modifications or deletions to the certifications are also not permitted. However, additional certifications that do not constitute material alterations to this appraisal report, such as those required by law or those related to the appraiser's continuing education or membership in an appraisal organization, are permitted.

SCOPE OF WORK: The scope of work for this appraisal is defined by the complexity of this appraisal assignment and the reporting requirements of this appraisal report form, including the following definition of market value, statement of assumptions and limiting conditions, and certifications. The appraiser must, at a minimum: (1) perform a complete visual inspection of the interior and exterior areas of the subject property, (2) inspect the neighborhood, (3) inspect each of the comparable sales from at least the street, (4) research, verify, and analyze data from reliable public and/or private sources, and (5) report his or her analysis, opinions, and conclusions in this appraisal report.

INTENDED USE: The intended use of this appraisal report is for the lender/client to evaluate the property that is the subject of this appraisal for a mortgage finance transaction.

INTENDED USER: The intended user of this appraisal report is the lender/client.

DEFINITION OF MARKET VALUE: The most probable price which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller, each acting prudently, knowledgeably and assuming the price is not affected by undue stimulus. Implicit in this definition is the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby: (1) buyer and seller are typically motivated; (2) both parties are well informed or well advised, and each acting in what he or she considers his or her own best interest; (3) a reasonable time is allowed for exposure in the open market; (4) payment is made in terms of cash in U. S. dollars or in terms of financial arrangements comparable thereto; and (5) the price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions* granted by anyone associated with the sale.

*Adjustments to the comparables must be made for special or creative financing or sales concessions. No adjustments are necessary for those costs which are normally paid by sellers as a result of tradition or law in a market area; these costs are readily identifiable since the seller pays these costs in virtually all sales transactions. Special or creative financing adjustments can be made to the comparable property by comparisons to financing terms offered by a third party institutional lender that is not already involved in the property or transaction. Any adjustment should not be calculated on a mechanical dollar for dollar cost of the financing or concession but the dollar amount of any adjustment should approximate the market's reaction to the financing or concessions based on the appraiser's judgment.

STATEMENT OF ASSUMPTIONS AND LIMITING CONDITIONS: The appraiser's certification in this report is subject to the following assumptions and limiting conditions:

1. The appraiser will not be responsible for matters of a legal nature that affect either the property being appraised or the title to it, except for information that he or she became aware of during the research involved in performing this appraisal. The appraiser assumes that the title is good and marketable and will not render any opinions about the title.

2. The appraiser has provided a sketch in this appraisal report to show approximate dimensions of the improvements. The sketch is included only to assist the reader in visualizing the property and understanding the appraiser's determination of its size.

3. The appraiser has examined the available flood maps that are provided by the Federal Emergency Management Agency (or other data sources) and has noted in this appraisal report whether any portion of the subject site is located in an identified Special Flood Hazard Area. Because the appraiser is not a surveyor, he or she makes no guarantees, express or implied, regarding this determination.

4. The appraiser will not give testimony or appear in court because he or she made an appraisal of the property in question, unless specific arrangements to do so have been made beforehand, or as otherwise required by law.

5. The appraiser has noted in this appraisal report any adverse conditions (such as needed repairs, deterioration, the presence of hazardous wastes, toxic substances, etc.) observed during the inspection of the subject property or that he or she became aware of during the research involved in performing this appraisal. Unless otherwise stated in this appraisal report, the appraiser has no knowledge of any hidden or unapparent physical deficiencies or adverse conditions of the property (such as, but not limited to, needed repairs, deterioration, the presence of hazardous wastes, toxic substances, adverse environmental conditions, etc.) that would make the property less valuable, and has assumed that there are no such conditions and makes no guarantees or warranties, express or implied. The appraiser will not be responsible for any such conditions that do exist or for any engineering or testing that might be required to discover whether such conditions exist. Because the appraiser is not an expert in the field of environmental hazards, this appraisal report must not be considered as an environmental assessment of the property.

6. The appraiser has based his or her appraisal report and valuation conclusion for an appraisal that is subject to satisfactory completion, repairs, or alterations on the assumption that the completion, repairs, or alterations of the subject property will be performed in a professional manner.

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Manufactured Home Appraisal Report

File # 091218G

APPRAISER'S CERTIFICATION: The Appraiser certifies and agrees that:

1. I have, at a minimum, developed and reported this appraisal in accordance with the scope of work requirements stated in this appraisal report.

2. I performed a complete visual inspection of the interior and exterior areas of the subject property. I reported the condition of the improvements in factual, specific terms. I identified and reported the physical deficiencies that could affect the livability, soundness, or structural integrity of the property.

3. I performed this appraisal in accordance with the requirements of the Uniform Standards of Professional Appraisal Practice that were adopted and promulgated by the Appraisal Standards Board of The Appraisal Foundation and that were in place at the time this appraisal report was prepared.

4. I developed my opinion of the market value of the real property that is the subject of this report based on the sales comparison approach to value. I also developed the cost approach to value as support for the sales comparison approach. I have adequate comparable market and cost data to develop reliable sales comparison and cost approaches for this appraisal assignment. I further certify that I considered the income approach to value but did not develop it, unless otherwise indicated in this report.

5. I researched, verified, analyzed, and reported on any current agreement for sale for the subject property, any offering for sale of the subject property in the twelve months prior to the effective date of this appraisal, and the prior sales of the subject property for a minimum of three years prior to the effective date of this appraisal, unless otherwise indicated in this report.

6. I researched, verified, analyzed, and reported on the prior sales of the comparable sales for a minimum of one year prior to the date of sale of the comparable sale, unless otherwise indicated in this report.

7. I selected and used comparable sales that are locationally, physically, and functionally the most similar to the subject property.

8. I have not used comparable sales that were the result of combining a land sale with the contract purchase price of a home that has been built or will be built on the land.

9. I have reported adjustments to the comparable sales that reflect the market's reaction to the differences between the subject property and the comparable sales.

10. I verified, from a disinterested source, all information in this report that was provided by parties who have a financial interest in the sale or financing of the subject property.

11. I have knowledge and experience in appraising this type of property in this market area.

12. I am aware of, and have access to, the necessary and appropriate public and private data sources, such as multiple listing services, tax assessment records, public land records and other such data sources for the area in which the property is located.

13. I obtained the information, estimates, and opinions furnished by other parties and expressed in this appraisal report from reliable sources that I believe to be true and correct.

14. I have taken into consideration the factors that have an impact on value with respect to the subject neighborhood, subject property, and the proximity of the subject property to adverse influences in the development of my opinion of market value. I have noted in this appraisal report any adverse conditions (such as, but not limited to, needed repairs, deterioration, the presence of hazardous wastes, toxic substances, adverse environmental conditions, etc.) observed during the inspection of the subject property or that I became aware of during the research involved in performing this appraisal. I have considered these adverse conditions in my analysis of the property value, and have reported on the effect of the conditions on the value and marketability of the subject property.

15. I have not knowingly withheld any significant information from this appraisal report and, to the best of my knowledge, all statements and information in this appraisal report are true and correct.

16. I stated in this appraisal report my own personal, unbiased, and professional analysis, opinions, and conclusions, which are subject only to the assumptions and limiting conditions in this appraisal report.

17. I have no present or prospective interest in the property that is the subject of this report, and I have no present or prospective personal interest or bias with respect to the participants in the transaction. I did not base, either partially or completely, my analysis and/or opinion of market value in this appraisal report on the race, color, religion, sex, age, marital status, handicap, familial status, or national origin of either the prospective owners or occupants of the subject property or of the present owners or occupants of the properties in the vicinity of the subject property or on any other basis prohibited by law.

18. My employment and/or compensation for performing this appraisal or any future or anticipated appraisals was not conditioned on any agreement or understanding, written or otherwise, that I would report (or present analysis supporting) a predetermined specific value, a predetermined minimum value, a range or direction in value, a value that favors the cause of any party, or the attainment of a specific result or occurrence of a specific subsequent event (such as approval of a pending mortgageloanapplication).

19. I personally prepared all conclusions and opinions about the real estate that were set forth in this appraisal report. If I relied on significant real property appraisal assistance from any individual or individuals in the performance of this appraisal or the preparation of this appraisal report, I have named such individual(s) and disclosed the specific tasks performed in this appraisal report. I certify that any individual so named is qualified to perform the tasks. I have not authorized anyone to make a change to any item in this appraisal report; therefore, any change made to this appraisal is unauthorized and I will take no responsibility for it.

20. I identified the lender/client in this appraisal report who is the individual, organization, or agent for the organization that ordered and will receive this appraisal report.

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Manufactured Home Appraisal Report

File # 091218G

21. The lender/client may disclose or distribute this appraisal report to: the borrower; another lender at the request of the borrower; the mortgagee or its successors and assigns; mortgage insurers; government sponsored enterprises; other secondary market participants; data collection or reporting services; professional appraisal organizations; any department, agency, or instrumentality of the United States; and any state, the District of Columbia, or other jurisdictions; without having to obtain the appraiser's or supervisory appraiser's (if applicable) consent. Such consent must be obtained before this appraisal report may be disclosed or distributed to any other party (including, but not limited to, the public through advertising, public relations, news, sales, or other media).

22. I am aware that any disclosure or distribution of this appraisal report by me or the lender/client may be subject to certain laws and regulations. Further, I am also subject to the provisions of the Uniform Standards of Professional Appraisal Practice that pertain to disclosure or distribution by me.

23. The borrower, another lender at the request of the borrower, the mortgagee or its successors and assigns, mortgage insurers, government sponsored enterprises, and other secondary market participants may rely on this appraisal report as part of any mortgage finance transaction that involves any one or more of these parties.

24. If this appraisal report was transmitted as an "electronic record" containing my "electronic signature," as those terms are defined in applicable federal and/or state laws (excluding audio and video recordings), or a facsimile transmission of this appraisal report containing a copy or representation of my signature, the appraisal report shall be as effective, enforceable and valid as if a paper version of this appraisal report were delivered containing my original hand written signature.

25. Any intentional or negligent misrepresentation(s) contained in this appraisal report may result in civil liability and/or criminal penalties including, but not limited to, fine or imprisonment or both under the provisions of Title 18, United States Code, Section 1001, et seq., or similar state laws.

SUPERVISORY APPRAISER'S CERTIFICATION: The Supervisory Appraiser certifies and agrees that:

1. I directly supervised the appraiser for this appraisal assignment, have read the appraisal report, and agree with the appraiser's analysis, opinions, statements, conclusions, and the appraiser's certification.

2. I accept full responsibility for the contents of this appraisal report including, but not limited to, the appraiser's analysis, opinions, statements, conclusions, and the appraiser's certification.

3. The appraiser identified in this appraisal report is either a sub-contractor or an employee of the supervisory appraiser (or the appraisal firm), is qualified to perform this appraisal, and is acceptable to perform this appraisal under the applicable state law.

4. This appraisal report complies with the Uniform Standards of Professional Appraisal Practice that were adopted and promulgated by the Appraisal Standards Board of The Appraisal Foundation and that were in place at the time this appraisal report was prepared.

5. If this appraisal report was transmitted as an "electronic record" containing my "electronic signature," as those terms are defined in applicable federal and/or state laws (excluding audio and video recordings), or a facsimile transmission of this appraisal report containing a copy or representation of my signature, the appraisal report shall be as effective, enforceable and valid as if a paper version of this appraisal report were delivered containing my original hand written signature.

APPRAISER

Signature _____
Name Eugene Garvin, Jr.
Company Name GARVIN APPRAISALS
Company Address 5 CALENDAR COURT STE 103
COLUMBIA, SC 29206
Telephone Number 803-779-4243
Email Address ecgarvin@garvinappraisals.com
Date of Signature and Report September 21, 2012
Effective Date of Appraisal 09/17/2012
State Certification # 2746
or State License # _____
or Other _____
State SC
Expiration Date of Certification or License 06/30/2014

ADDRESS OF PROPERTY APPRAISED
8391 Winnsboro Road
Blythewood, SC 29016

APPRAISED VALUE OF SUBJECT PROPERTY $ 16,000

LENDER/CLIENT
Name _____
Company Name South Carolina Bank & Trust
Company Address 700 Gervais Street, Columbia, SC 29201
Email Address _____

SUPERVISORY APPRAISER (ONLY IF REQUIRED)

Signature _____
Name _____
Company Name _____
Company Address _____
Telephone Number _____
Email Address _____
Date of Signature _____
State Certification # _____
or State License # _____
State _____
Expiration Date of Certification or License _____

SUBJECT PROPERTY

☐ Did not inspect subject property
☐ Did inspect exterior of subject property from street
Date of Inspection _____
☐ Did inspect interior and exterior of subject property
Date of Inspection _____

COMPARABLE SALES

☐ Did not inspect exterior of comparable sales from street
☐ Did inspect exterior of comparable sales from street
Date of Inspection _____

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Market Conditions Addendum to the Appraisal Report File No. 091218G

The purpose of this addendum is to provide the lender/client with a clear and accurate understanding of the market trends and conditions prevalent in the subject neighborhood. This is a required addendum for all appraisal reports with an effective date on or after April 1, 2009.

Property Address 8391 Winnsboro Road City Blythewood State SC ZIP Code 29016

Borrower N/A

Instructions: The appraiser must use the information required on this form as the basis for his/her conclusions, and must provide support for those conclusions, regarding housing trends and overall market conditions as reported in the Neighborhood section of the appraisal report form. The appraiser must fill in all the information to the extent it is available and reliable and must provide analysis as indicated below. If any required data is unavailable or is considered unreliable, the appraiser must provide an explanation. It is recognized that not all data sources will be able to provide data for the shaded areas below; if it is available, however, the appraiser must include the data in the analysis. If data sources provide the required information as an average instead of the median, the appraiser should report the available figure and identify it as an average. Sales and listings must be properties that compete with the subject property, determined by applying the criteria that would be used by a prospective buyer of the subject property. The appraiser must explain any anomalies in the data, such as seasonal markets, new construction, foreclosures, etc.

MARKET TRESEARCH & ANALYSIS

Inventory Analysis	Prior 7-12 Months	Prior 4-6 Months	Current - 3 Months	Overall Trend
Total # of Comparable Sales (Settled)	5	7	3	Increasing / X Stable / Declining
Absorption Rate (Total Sales/Months)	0.83	2.33	1.00	Increasing / X Stable / Declining
Total # of Comparable Active Listings	4	2	2	Declining / X Stable / Increasing
Months of Housing Supply (Total Listings/Ab.Rate)	4.80	0.86	2.00	Declining / X Stable / Increasing
Median Sale & List Price, DOM, Sale/List %	Prior 7-12 Months	Prior 4-6 Months	Current - 3 Months	Overall Trend
Median Comparable Sale Price	$26,000	$32,500	$25,000	Increasing / X Stable / Declining
Median Comparable Sales Days on Market	54	54	20	X Declining / Stable / Increasing
Median Comparable List Price	$33,950	$22,450	$37,400	Increasing / X Stable / Declining
Median Comparable Listings Days on Market	63.5	51.5	64	Declining / X Stable / Increasing
Median Sale Price as % of List Price	94.59%	90.26%	90.12%	Increasing / X Stable / Declining

Seller-(developer, builder, etc.) paid financial assistance prevalent? X Yes No — Declining / X Stable / Increasing

Explain in detail the seller concessions trends for the past 12 months (e.g., seller contributions increased from 3% to 5%, increasing use of buydowns, closing costs, condo fees, options, etc). Seller concessions are typical for this neighborhood and that trend has held steady for the previous 12 months. It does not appear that these concessions are increasing, but as always they are negotiated by the seller & borrower.

Are foreclosure sales (REO sales) a factor in the market? X Yes No If yes, explain (including the trends in listings and sales of foreclosed properties).

Foreclosure sales do occur in this particular market. In the past they were purchased by investors who would repair or renovate the properties and place them back on the market at competitive prices. However with the banks now reluctant to make investor loans they are directly listing REO and often accepting below market offers.

Cite data sources for above information. tax assessor's office/MLS/appraiser's office data

Summarize the above information as support for your conclusions in the Neighborhood section of the appraisal report form. If you used any additional information, such as an analysis of pending sales and/or expired and withdrawn listings, to formulate your conclusions, provide both an explanation and support for your conclusions.

The above data supports the information in the Neighborhood section of the appraisal report. There has been a slowdown of sales in the general area due to the current economic conditions. Due to limited sales, it is difficult to determine if any significant trends have been established.

CONDO/COOP PROJECTS

If the subject is a unit in a condominium or cooperative project, complete the following: Project Name:

Subject Project Data	Prior 7-12 Months	Prior 4-6 Months	Current - 3 Months	Overall Trend
Total # of Comparable Sales (Settled)				Increasing / Stable / Declining
Absorption Rate (Total Sales/Months)				Increasing / Stable / Declining
Total # of Active Comparable Listings				Declining / Stable / Increasing
Months of Unit Supply (Total Listings/Ab. Rate)				Declining / Stable / Increasing

Are foreclosure sales (REO sales) a factor in the project? Yes No If yes, indicate the number of REO listings and explain the trends in listings and sales of foreclosed properties.

Summarize the above trends and address the impact on the subject unit and project.

APPRAISER

Signature
Appraiser Name Eugene Garvin, Jr.
Company Name GARVIN APPRAISALS
Company Address 5 CALENDAR COURT STE 103, COLUMBIA, SC 29206
State License/Certification # 2746 State SC
Email Address ecgarvin@garvinappraisals.com

Signature
Appraiser Name
Company Name
Company Address
State License/Certification # State
Email Address

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File No. 091218G

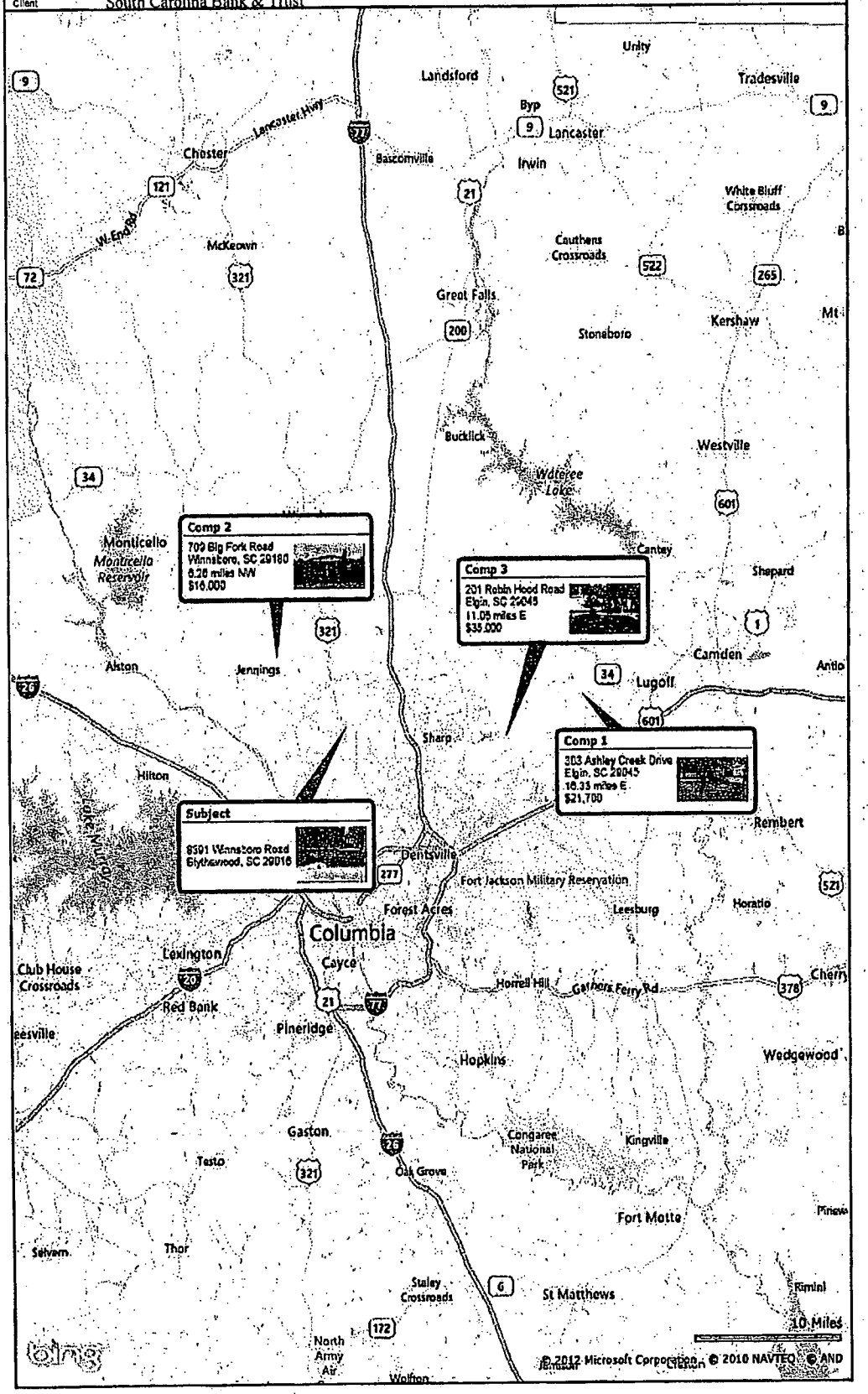
Location Map

Borrower or Owner N/A

Property Address 8391 Winnsboro Road

City Blythewood County Richland State SC Zip Code 29016

Client South Carolina Bank & Trust



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File No. 091218G

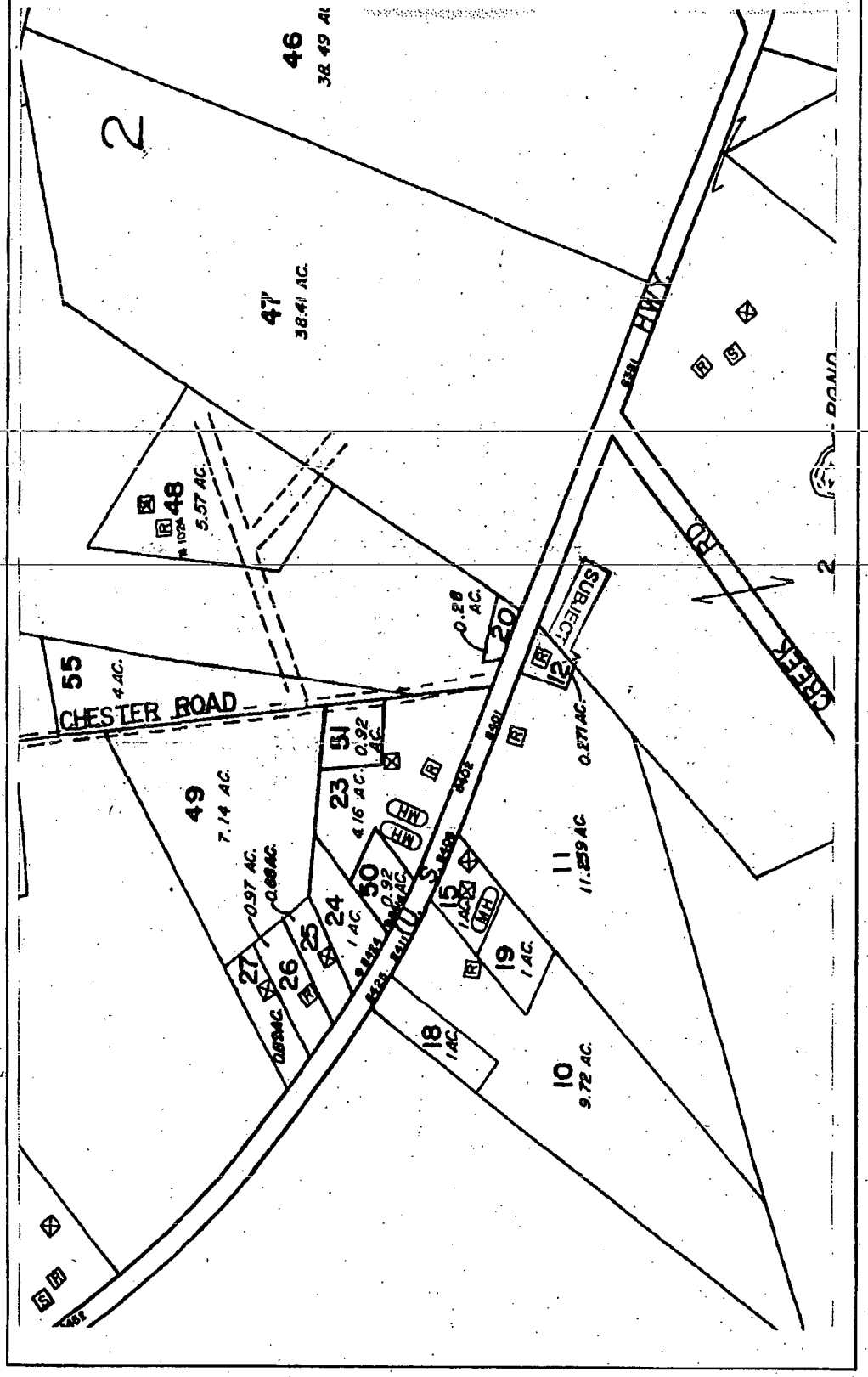
SITE PLAN

Borrower or Owner N/A

Property Address 8391 Winnsboro Road

City Blythewood County Richland State SC Zip Code 29016

Client South Carolina Bank & Trust



GARVIN APPRAISALS

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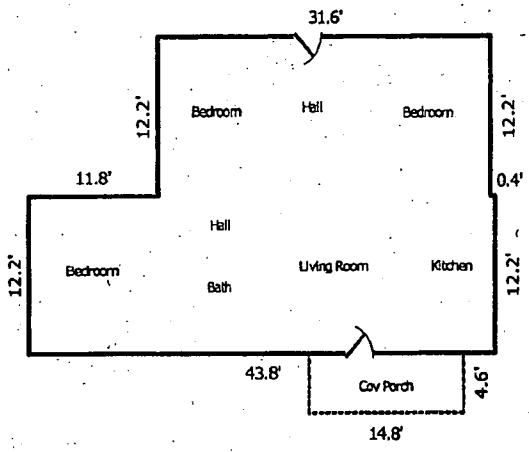
File No. 091218G

SKETCH ADDENDUM

Borrower or Owner N/A
Property Address 8391 Winnsboro Road
City Blythewood County Richland State SC Zip Code 29016
Client South Carolina Bank & Trust



Sketch by Apex Medina™

Comments:

AREA CALCULATIONS SUMMARY

Code	Description	Net Size	Net Totals
GLA1	First Floor	919.9	919.9
P/P	Cov Porch	68.1	68.1
	Net LIVABLE Area	(rounded)	920

LIVING AREA BREAKDOWN

Breakdown			Subtotals
First Floor			
12.2	x	31.6	385.5
43.8	x	12.2	534.4
2 Items		(rounded)	920

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File No. 091218G

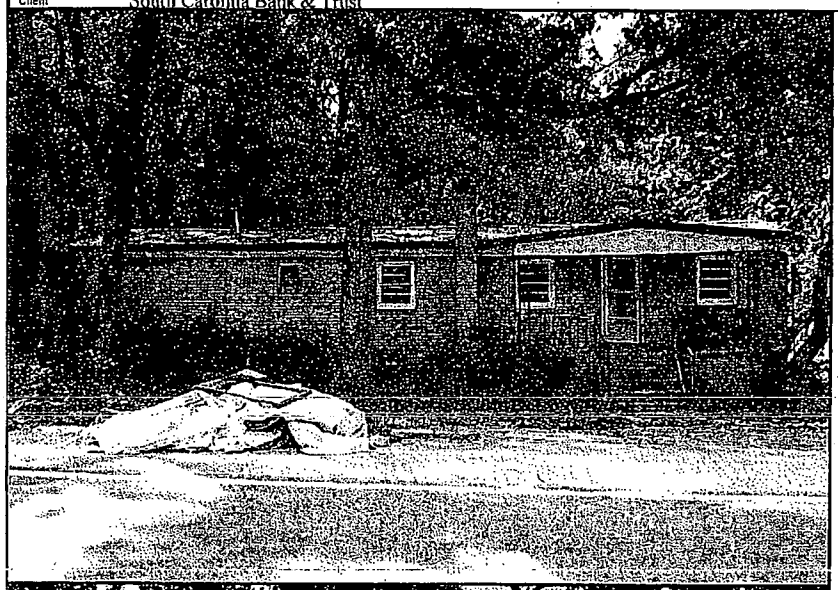
PHOTOGRAPH ADDENDUM

Borrower or Owner N/A

Property Address 8391 Winnsboro Road

City Blythewood County Richland State SC Zip Code 29016

Client South Carolina Bank & Trust



FRONT VIEW OF SUBJECT PROPERTY

REAR VIEW OF SUBJECT PROPERTY

STREET SCENE OF SUBJECT PROPERTY

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File No. 091218G

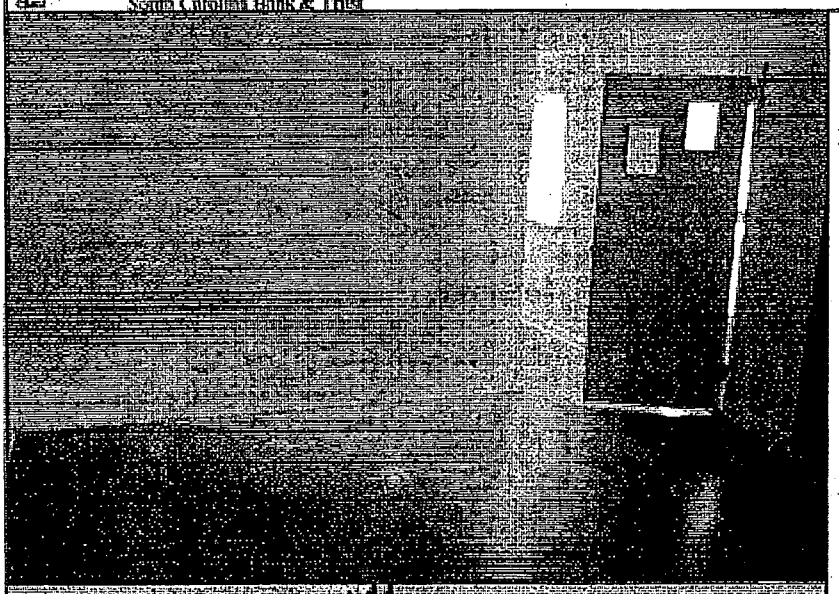
PHOTOGRAPH ADDENDUM

Borrower or Owner N/A

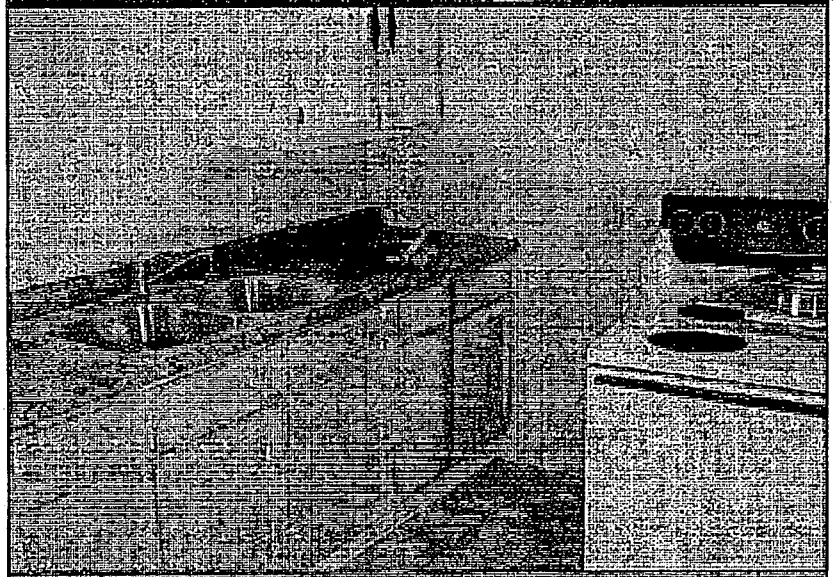
Property Address 8391 Winnsboro Road

City Blythewood County Richland State SC Zip Code 29016

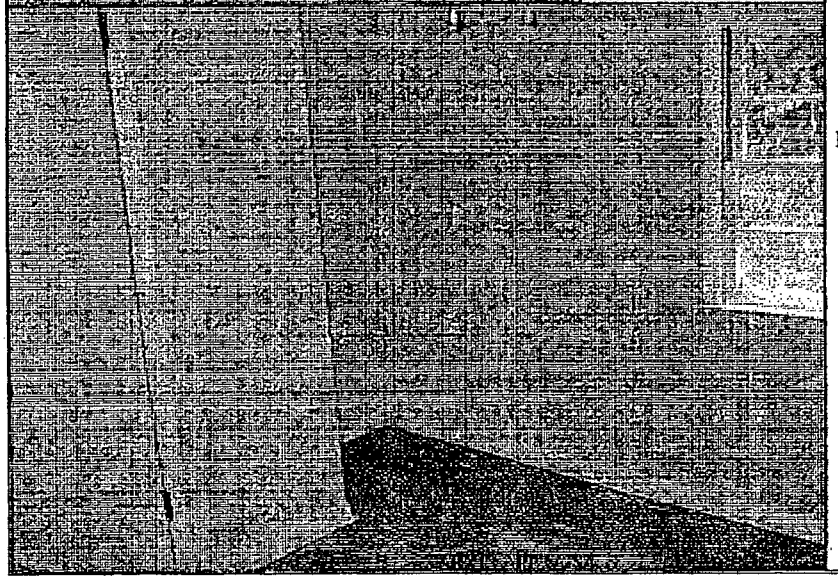
Client South Carolina Bank & Trust



8391 Winnsboro Road
LIVING ROOM



8391 Winnsboro Road
KITCHEN



8391 Winnsboro Road
BEDROOM

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File No. 091218G

PHOTOGRAPH ADDENDUM

Borrower or Owner N/A

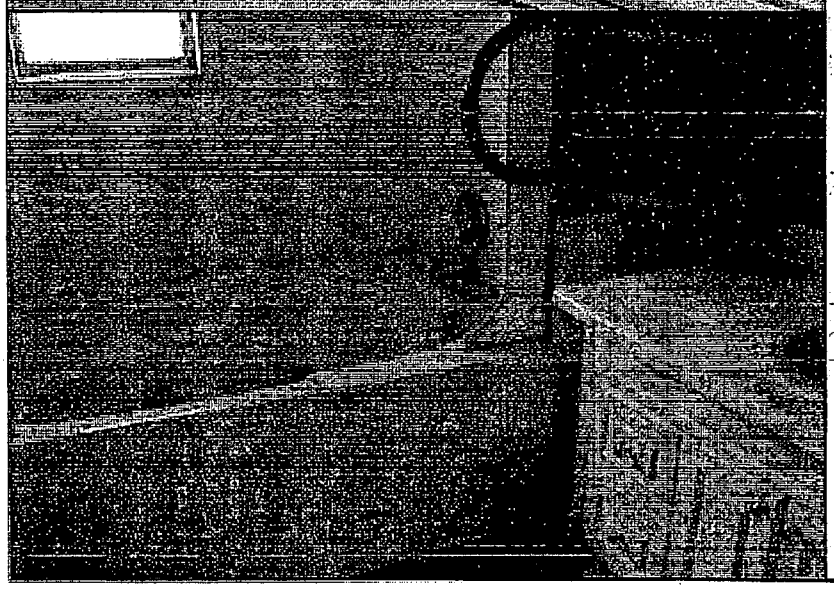
Property Address 8391 Winnsboro Road

City Blythewood County Richland State SC Zip Code 29016

Lender or Client South Carolina Bank & Trust

8391 Winnsboro Road
BEDROOM

8391 Winnsboro Road
BEDROOM



8391 Winnsboro Road
BATH

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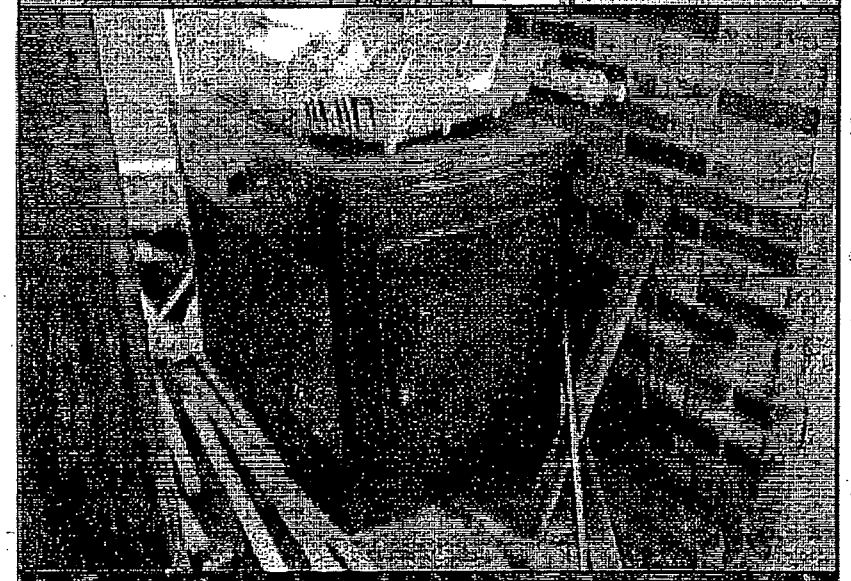
File No. 091218G

PHOTOGRAPH ADDENDUM

Borrower or Owner N/A
Property Address 8391 Winnsboro Road
City Blythewood County Richland State SC Zip Code 29016
Client South Carolina Bank & Trust

8391 Winnsboro Road
LAUNDRY CLOSET



8391 Winnsboro Road
HEATING SYSTEM IN LR

8391 Winnsboro Road
CONCRETE BLOCK PIER

GARVIN APPRAISALS

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File No. 091218G

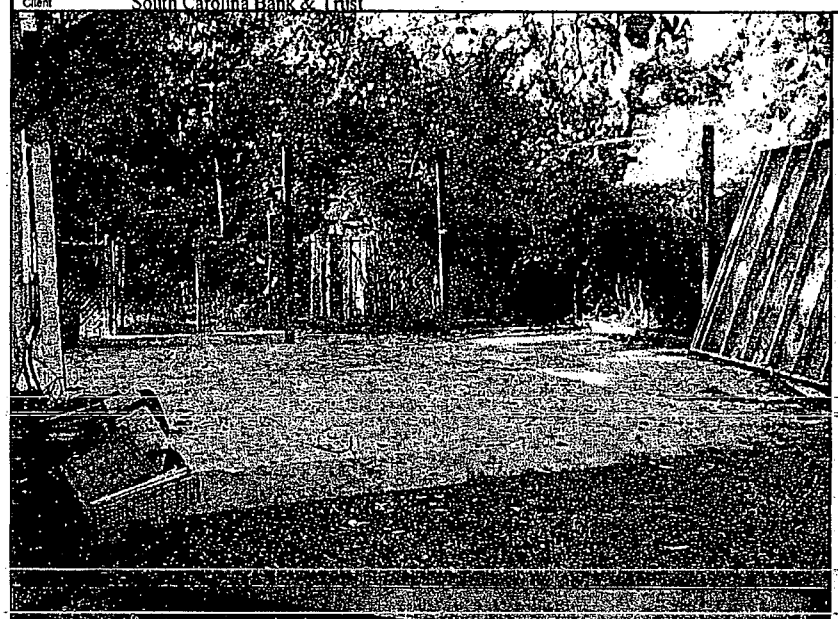
PHOTOGRAPH ADDENDUM

Borrower or Owner N/A

Property Address 8391 Winnsboro Road

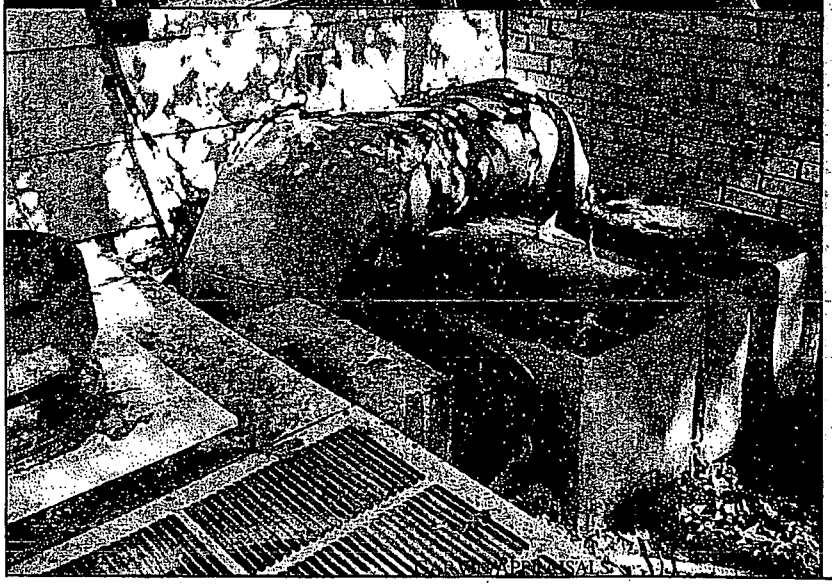
City Blythewood County Richland State SC Zip Code 29016

Client South Carolina Bank & Trust



8391 Winnsboro Road
PARKING PAD

8391 Winnsboro Road
DETERIORATING SIDING



8391 Winnsboro Road
HVAC SYSTEM

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824

File No. 091218G

PHOTOGRAPH ADDENDUM

Borrower or Owner N/A
Property Address 8391 Wilmsboro Road
City Blythewood County Richland State SC Zip Code 29016
Client South Carolina Bank & Trust

COMPARABLE #1

303 Ashley Creek Drive
Elgin, SC 29045

Price	$21,700
Price/SF	23.48
Date	06/18/12 closed
Age	20
Room Count	5-2-2
Living Area	924
Value Indication	$16,700

COMPARABLE #2

709 Big Fork Road
Winnsboro, SC 29180

Price	$16,000
Price/SF	13.99
Date	09/14/12 closed
Age	15
Room Count	5-3-2
Living Area	1,144
Value Indication	$9,000

COMPARABLE #3

201 Robin Hood Road
Elgin, SC 29045

Price	$35,000
Price/SF	31.11
Date	02/08/12 closed
Age	15
Room Count	5-2-2
Living Area	1,125
Value Indication	$23,400

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File No. 091218G

CURRENT LICENSES

Borrower or Owner N/A
Property Address 8391 Winnsboro Road
City Blythewood County Richland State SC Zip Code 29016
Client South Carolina Bank & Trust

State of South Carolina BCD 017249
Department of Labor, Licensing and Regulation
Real Estate Appraisers Board

EUGENE C GARVIN JR

Is hereby entitled in practice as a:

Certified Residential Appraiser

License Number: 2746

Expiration Date: 06/30/2014 Tracy McCarley
OFFICE COPY Administrator

State of South Carolina BCD 025427
Department of Labor, Licensing and Regulation
Real Estate Appraisers Board

THOMAS E. GARVIN

Is hereby entitled in practice as a:

Certified Residential Appraiser

License Number: 4831

Expiration Date: 06/30/2014 Tracy McCarley
OFFICE COPY Administrator

State of South Carolina BCD 025427
Department of Labor, Licensing and Regulation
Real Estate Appraisers Board

O'NEIL H. CANNON II

Is hereby entitled in practice as a:

Certified Residential Appraiser

License Number: 4543

Expiration Date: 06/30/2014 Tracy McCarley
OFFICE COPY Administrator

826

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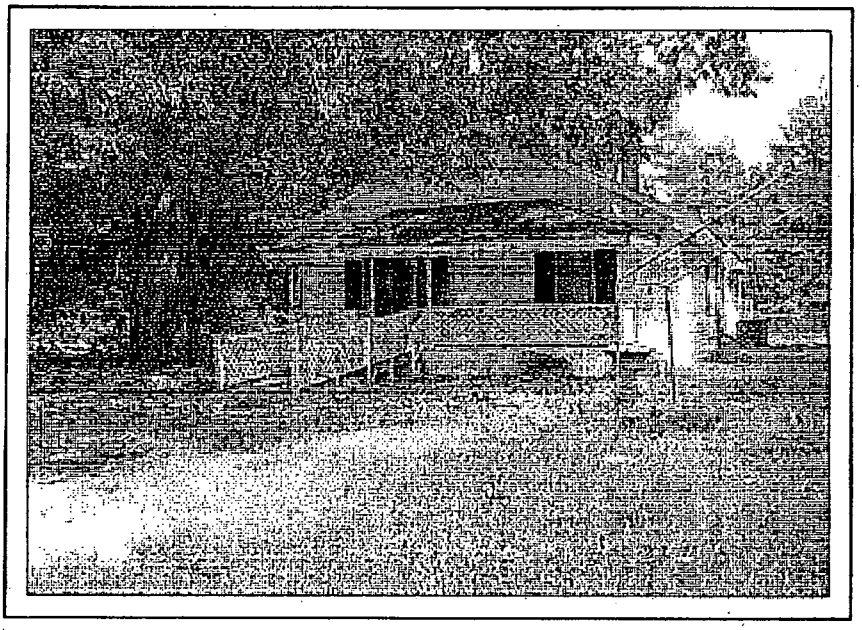
File No. 091217G



SUMMARY APPRAISAL REPORT

OF THE REAL PROPERTY LOCATED AT

4824 Linden Street
Columbia, SC 29203

for

South Carolina Bank & Trust
700 Gervais Street
Columbia, SC
29201

as of

09/13/2012

by

Eugene Garvin, Jr.
5 CALENDAR COURT STE 103
COLUMBIA, SC 29206

GARVIN APPRAISALS

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GARVIN APPRAISALS
5 CALENDAR COURT STE 103
COLUMBIA, SC 29206
803-779-4243

September 21, 2012

South Carolina Bank & Trust
700 Gervais Street
Columbia, SC
29201

Property -	4824 Linden Street Columbia, SC 29203
Borrower -	N/A
File No. -	091217G
Case No. -	

Dear :

In accordance with your request, I have prepared an appraisal of the real property located at 4824 Linden Street, Columbia, SC.

The purpose of the appraisal is to provide an opinion of the market value of the property described in the body of this report.

Enclosed, please find the Summary Report which describes certain data gathered during our investigation of the property. The methods of approach and reasoning in the valuation of the various physical and economic factors of the subject property are contained in this report.

An inspection of the property and a study of pertinent factors, including valuation trends and an analysis of neighborhood data, led the appraiser to the conclusion that the market value, as of 09/13/2012 is :

$25,000

The opinion of value expressed in this report is contingent upon the Limiting Conditions attached to this report.

It has been a pleasure to assist you. If I may be of further service to you in the future, please let me know.

Respectfully submitted,

GARVIN APPRAISALS

Eugene Garvin, Jr.
SC Certification #2746

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Uniform Residential Appraisal Report

File # 091217G

The purpose of this summary appraisal report is to provide the lender/client with an accurate, and adequately supported, opinion of the market value of the subject property.

SUBJECT

Property Address 4824 Linden Street | City Columbia | State SC | Zip Code 29203
Borrower N/A | Owner of Public Record SC Operating Room Equip. | County Richland
Legal Description Lts 12, 13, 14, Block 6 - College View
Assessor's Parcel # 09313-03-21 | Tax Year 2011 | R.E. Taxes $ 1,393
Neighborhood Name College View | Map Reference College View | Census Tract 106.00
Occupant [ ] Owner [ ] Tenant [X] Vacant | Special Assessments $ 0 | [ ] PUD | HOA $ 0 [ ] per year [ ] per month
Property Rights Appraised [X] Fee Simple [ ] Leasehold [ ] Other (describe)
Assignment Type [ ] Purchase Transaction [ ] Refinance Transaction [X] Other (describe) determine market value for bank
Lender/Client South Carolina Bank & Trust | Address 700 Gervais Street, Columbia, SC 29201
Is the subject property currently offered for sale or has it been offered for sale in the twelve months prior to the effective date of the appraisal? [ ] Yes [X] No
Report data source(s) used, offering price(s), and date(s). MLS

CONTRACT

I [ ] did [ ] did not analyze the contract for sale for the subject purchase transaction. Explain the results of the analysis of the contract for sale or why the analysis was not performed.

Contract Price $ | Date of Contract | Is the property seller the owner of public record? [ ] Yes [ ] No | Data Source(s)
Is there any financial assistance (loan charges, sale concessions, gift or downpayment assistance, etc.) to be paid by any party on behalf of the borrower? [ ] Yes [ ] No
If Yes, report the total dollar amount and describe the items to be paid:

NEIGHBORHOOD

Note: Race and the racial composition of the neighborhood are not appraisal factors.

Neighborhood Characteristics				One-Unit Housing Trends				One-Unit Housing			Percent Land Use %	
Location	[X] Urban	[ ] Suburban	[ ] Rural	Property Values	[ ] Increasing	[ ] Stable	[X] Declining	PRICE	AGE		One-Unit	80 %
Built-Up	[X] Over 75%	[ ] 25-75%	[ ] Under 25%	Demand/Supply	[ ] Shortage	[X] In Balance	[ ] Over Supply	$(000)	(yrs)		2-4 Unit	2 %
Growth	[ ] Rapid	[X] Stable	[ ] Slow	Marketing Time	[ ] Under 3 mths	[X] 3-6 mths	[ ] Over 6 mths	20	Low	0	Multi-Family	%
Neighborhood Boundaries	to the north by I-20, east by Highway 277, south by Sunset							200	High	90	Commercial	18 %
Drive and west by the Broad River.								65	Pred.	65	Other	%

Neighborhood Description The subject property is located approximately 2 miles north of the downtown Columbia area in the Eau Claire neighborhood. This area allows for good access to employment centers, shopping and schools. *** See Additional Comments ***

Market Conditions (including support for the above conclusions) Market conditions are currently attractive as interest rates remain at historical lows. Property values in the neighborhood area appear to be stable. Supply and demand are in balance with typical exposure times being from three to six months. *** See Additional Comments ***

SITE

Dimensions 75Fx200LSx75Rx200RS | Area 15000 sf | Shape rectangular | View N;Res;
Specific Zoning Classification RS HD | Zoning Description single family residential allowed
Zoning Compliance [X] Legal [ ] Legal Nonconforming (Grandfathered Use) [ ] No Zoning [ ] Illegal (describe)
Is the highest and best use of the subject property as improved (or as proposed per plans and specifications) the present use? [X] Yes [ ] No If No, describe

Utilities	Public	Other (describe)		Public	Other (describe)	Off-site Improvements--Type	Public	Private
Electricity	[X]	[ ]	Water	[X]	[ ]	Street asphalt	[X]	[ ]
Gas	[X]	[ ]	Sanitary Sewer	[X]	[ ]	Alley none/typical	[ ]	[ ]

FEMA Special Flood Hazard Area [ ] Yes [X] No | FEMA Flood Zone X | FEMA Map No. 4501700084 G | FEMA Map Date 01/19/94
Are the utilities and off-site improvements typical for the market area? [X] Yes [ ] No If No, describe
Are there any adverse site conditions or external factors (easements, encroachments, environmental conditions, land uses, etc.)? [ ] Yes [X] No If Yes, describe
Drainage and utility easements are typical for the area and don't adversely affect the subject's marketability or value. No adverse easements or encroachments were noted.

IMPROVEMENTS

General Description		Foundation		Exterior Description materials/condition		Interior materials/condition	
Units [X] One [ ] One with Accessory Unit		[ ] Concrete Slab	[X] Crawl Space	Foundation Walls piers/fair		Floors hwd/laminate/avg	
# of Stories 1.00		[ ] Full Basement	[ ] Partial Basement	Exterior Walls aluminum/average		Walls plaster/panel/avg	
Type [X] Det. [ ] Att. [ ] S-Det/End Unit		Basement Area 0 sq. ft.		Roof Surface comp shingles/average		Trim/Finish wood/avg	
[X] Existing [ ] Proposed [ ] Under Const.		Basement Finish 0 %		Gutters & Downspouts none		Bath Floor vinyl/avg	
Design (Style) bungalow		[N] Outside Entry/Exit	[N] Sump Pump	Window Type DH wood/fair		Bath Wainscot fibrgls/avg	
Year Built 1945		Evidence of [N] Infestation		Storm Sash/Insulated none		Car Storage [ ] None	
Effective Age (Yrs) 40		[N] Dampness	[N] Settlement	Screens none		[X] Driveway # of Cars 2	
Attic	[ ] None	Heating [X] FWA	[ ] HWBB [ ] Radiant	Amenities	[ ] WoodStove(s)# 0	Driveway Surface dirt	
[X] Drop Stair	[ ] Stairs	[ ] Other	Fuel electric	[ ] Fireplace(s) # 0	[X] Fence part real	[ ] Garage # of Cars 0	
[ ] Floor	[ ] Scuttle	Cooling [X] Central Air Conditioning		[ ] Patio/Deck none	[X] Porch cpor	[ ] Carport # of Cars 0	
[ ] Finished	[ ] Heated	[ ] Individual	[ ] Other	[ ] Pool none	[ ] Other none	[ ] Att. [ ] Det. [ ] Built-in	

Appliances [ ] Refrigerator [P] Range/Oven [ ] Dishwasher [ ] Disposal [ ] Microwave [ ] Washer/Dryer [ ] Other (describe)
Finished area above grade contains: 5 Rooms | 2 Bedrooms | 1.0 Bath(s) | 1,088 Square Feet of Gross Living Area Above Grade
Additional features (special energy efficient items, etc.) cov front porch w/handicap access ramp, laminate & hardwood flooring, heatpump (2007) according to owner's agent.
Describe the condition of the property (including needed repairs, deterioration, renovations, remodeling, etc.). C5;No updates in the prior 15 years;The subject property is in average to fair overall condition. There is no functional or external obsolescence noted and no major repairs cited. Quality of construction is considered to be average to fair. Physical depreciation is typical of properties of similar age, similar maintenance and quality of construction.

Are there any physical deficiencies or adverse conditions that affect the livability, soundness, or structural integrity of the property? [ ] Yes [X] No If Yes, describe
There are no adverse environmental conditions observed by your appraiser for the neighborhood; however your appraiser is not an environmental expert. The subject property was vacant at the time of the appraisal inspection and all utilities were appeared to be operable.
Does the property generally conform to the neighborhood (functional utility, style, condition, use, construction, etc.)? [X] Yes [ ] No If No, describe

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Uniform Residential Appraisal Report

File # 091217G

There are 14 comparable properties currently offered for sale in the subject neighborhood ranging in price from $ 20,000 to $ 50,000

There are 9 comparable sales in the subject neighborhood within the past twelve months ranging in sale price from $ 21,050 to $ 49,000

FEATURE	SUBJECT	COMPARABLE SALE # 1		COMPARABLE SALE # 2		COMPARABLE SALE # 3	
Address	4824 Linden Street Columbia, SC 29203	5213 Spaulding Avenue Columbia, SC 29203		5113 Holmes Avenue Columbia, SC 29203		4304 Revelstoke Drive Columbia, SC 29203	
Proximity to Subject		0.65 miles E		0.75 miles E		1.14 miles W	
Sale Price	$	$ 24,900		$ 21,050		$ 25,000	
Sale Price/Gross Liv. Area	$ sq. ft.	$ 20.75 sq. ft.		$ 19.07 sq. ft.		$ 27.47 sq. ft.	
Data Source(s)		MLS# 312478;DOM 74		MLS# 304032;DOM 14		MLS# 301798;DOM 162	
Verification Source(s)		Appraiser/MLS		Appraiser/MLS		Appraiser/MLS	
VALUE ADJUSTMENTS	DESCRIPTION	DESCRIPTION	+(-)$ Adjustment	DESCRIPTION	+(-)$ Adjustment	DESCRIPTION	+(-)$ Adjustment
Sale or Financing Concessions		ArmLth Cash;0		REO Cash;0		REO Cash;0	
Date of Sale/Time		s08/12;c08/12		s02/12;c02/12		s06/12;c05/12	
Location	N;Res;	N;Res;		N;Res;		N;Res;	
Leasehold/Fee Simple	Fee Simple	Fee Simple		Fee Simple		Fee Simple	
Site	15000 sf	6777 sf	0	9305 sf	0	15000 sf	
View	N;Res;	N;Res;		N;Res;		N;Res;	
Design (Style)	1 sty aluminum	1 sty brick ven	0	1 sty brick ven	0	1 sty brick ven	0
Quality of Construction	Q5	Q5		Q5		Q5	
Actual Age	67	59	0	62	0	42	0
Condition	C5	C5		C5		C5	
Above Grade Room Count	Total 5 Bdrms. 2 Baths 1.0	Total 5 Bdrms. 2 Baths 1.0		Total 5 Bdrms. 2 Baths 1.0		Total 5 Bdrms. 3 Baths 1.0	0
Gross Living Area	1,088 sq. ft.	1,200 sq. ft.	-2,800	1,104 sq. ft.	0	910 sq. ft.	+4,500
Basement & Finished Rooms Below Grade	0sf	0sf		0sf		0sf	
Functional Utility	average	average		average		average	
Heating/Cooling	central	none	+2,500	central		central	
Energy Efficient Items	none	none		none		none	
Garage/Carport	none	none		none		none	
Porch/Patio/Deck	cpor	cpor		cstp	+1,000	cstp	+1,000
	no fireplace	no fireplace		one fireplace	-1,000	no fireplace	
Net Adjustment (Total)		[ ] + [X] -	$ -300	[ ] + [ ] -	$ 0	[X] + [ ] -	$ 5,500
Adjusted Sale Price of Comparables		Net Adj. 1.20 % Gross Adj. 21.29 %	$ 24,600	Net Adj. 0.00 % Gross Adj. 9.50 %	$ 21,050	Net Adj. 22.00 % Gross Adj. 22.00 %	$ 30,500

I [X] did [ ] did not research the sale or transfer history of the subject property and comparable sales. If not, explain

My research [X] did [ ] did not reveal any prior sales or transfers of the subject property for the three years prior to the effective date of this appraisal.

Data Source(s) bank source/Masters Report

My research [X] did [ ] did not reveal any prior sales or transfers of the comparable sales for the prior year to the date of sale of the comparable sale.

Data Source(s) tax assessor/MLS

Report the results of the research and analysis of the prior sale or transfer history of the subject property and comparable sales (report additional prior sales on page 3).

ITEM	SUBJECT	COMPARABLE SALE # 1	COMPARABLE SALE # 2	COMPARABLE SALE # 3
Date of Prior Sale/Transfer	08/08/2012	12/05/11 & 05/21/12	01/23/2012	11/02/2011
Price of Prior Sale/Transfer	$25,001	$2,500 & $9,850	$26,704	$28,000
Data Source(s)	Masters Report	tax assessor/MLS	tax assessor/MLS	tax assessor/MLS
Effective Date of Data Source(s)	09/17/2012	09/17/2012	09/17/2012	09/17/2012

Analysis of prior sale or transfer history of the subject property and comparable sales According to information provided to your appraiser the subject property was a foreclosure sale as shown above. There have been no othe sales within the previous 36 months on the subject property. According to the tax assessor's office, comps one, two, three, four & six were foreclosure sales as shown above. There was no sale for the previous 12 months for comp five.

Summary of Sales Comparison Approach All six comps are located in the Eau Claire community, like the subject. Comp two is dated and comps five & six are current listings. Comps three & six exceed the line, net & gross adjustment guidelines due to the variance in gross living area. Comp four exceeds the line & gross adjustment guidelines due to the gross living area and other warranted adjustments. Due to location, similarity to the subject and/or the lack of recent sales data the use of all six comps is warranted. Comp four has masonite exterior siding & the adjustment is made under the "design" item. A final value opinion of $25,000 is within market range. The Intended User of this appraisal report is the Lender/Client. *** See Additional Comments ***

Indicated Value by Sales Comparison Approach $ 25,000

Indicated Value by: Sales Comparison Approach $ 25,000 Cost Approach (If developed) $ 29,115 Income Approach (If developed) $ N/A

The Sales Comparison Analysis is given the most weight since it best reflects the actions of buyers and sellers in the market. The Cost Approach supports the Sales Analysis but was given less weight overall. The Income Approach was not considered appropriate for this type of single family residential property. *** See Additional Comments ***

This appraisal is made [X] "as is," [ ] subject to completion per plans and specifications on the basis of a hypothetical condition that the improvements have been completed, [ ] subject to the following repairs or alterations on the basis of a hypothetical condition that the repairs or alterations have been completed, or [ ] subject to the following required inspection based on the extraordinary assumption that the condition or deficiency does not require alteration or repair:

Based on a complete visual inspection of the interior and exterior areas of the subject property, defined scope of work, statement of assumptions and limiting conditions, and appraiser's certification, my (our) opinion of the market value, as defined, of the real property that is the subject of this report is $ 25,000 as of 09/13/2012, which is the date of inspection and the effective date of this appraisal.

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File No. 091217G

ADDITIONAL COMPARABLES

Borrower	N/A			
Property Address	4824 Linden Street			
City	Columbia	County Richland	State SC	Zip Code 29203
Lender/Client	South Carolina Bank & Trust			

FEATURE	SUBJECT	COMPARABLE SALE NO. 4		COMPARABLE SALE NO. 5		COMPARABLE SALE NO. 6	
Address	4824 Linden Street Columbia, SC 29203	5745 Colonial Drive Columbia, SC 29203		4902 Linden Street Columbia, SC 29203		4844 Linden Street Columbia, SC 29203	
Proximity to Subject		1.40 miles E		0.05 miles N		0.04 miles N	
Sale Price	$	$ 22,050		$ 33,500		$ 29,500	
Sale Price/Gross Liv. Area	$ sq. ft.	$ 21.51 sq. ft.		$ 33.50 sq. ft.		$ 31.93 sq. ft.	
Data Source(s)		MLS# 306148;DOM 15		MLS# 298007;DOM 364		MLS# 301794;DOM 285	
Verification Source(s)		Appraiser/MLS		Appraiser/MLS		Appraiser/MLS	
VALUE ADJUSTMENTS	DESCRIPTION	DESCRIPTION	+(-)$ Adjustment	DESCRIPTION	+(-)$ Adjustment	DESCRIPTION	+(-)$ Adjustment
Sale or Financing Concessions		REO Other;0		Listing		Listing	
Date of Sale/Time		s04/12;c03/12		Active		Active	
Location	N;Res;	N;Res;		N;Res;		N;Res;	
Leasehold/Fee Simple	Fee Simple	Fee Simple		Fee Simple		Fee Simple	
Site	15000 sf	6733 sf	0	9020 sf	0	14731 sf	0
View	N;Res;	N;Res;		N;Res;		N;Res;	
Design (Style)	1 sty aluminum	1 sty masonite	+2,000	1 sty vinyl	0	1 sty brick ven	0
Quality of Construction	Q5	Q5		Q5		Q5	
Actual Age	67	27	0	59	0	59	0
Condition	C5	C5		C5		C5	
Above Grade Room Count	Total 5 Bdrms. 2 Baths 1.0	Total 5 Bdrms. 3 Baths 1.1	-2,500	Total 5 Bdrms. 2 Baths 1.0		Total 5 Bdrms. 2 Baths 1.0	
Gross Living Area	1,088 sq. ft.	1,025 sq. ft.	+1,600	1,000 sq. ft.	+2,200	924 sq. ft.	+4,100
Basement & Finished Rooms Below Grade	0sf	0sf		0sf		0sf	
Functional Utility	average	average		average		average	
Heating/Cooling	central	central		central		central	
Energy Efficient Items	none	none		none		none	
Garage/Carport	none	none		none		none	
Porch/Patio/Deck	cpor	cstp	+1,000	cstp/wkshop	0	cstp	+1,000
	no fireplace	no fireplace		no fireplace		no fireplace	
Net Adjustment (Total)		[X] + [ ] -	$ 2,100	[X] + [ ] -	$ 2,200	[X] + [ ] -	$ 5,100
Adjusted Sale Price of Comparables		Net Adj. 9.52 % Gross Adj. 32.20 %	$ 24,150	Net Adj. 6.57 % Gross Adj. 6.57 %	$ 35,700	Net Adj. 17.29 % Gross Adj. 17.29 %	$ 34,600

ITEM	SUBJECT	COMPARABLE SALE #4	COMPARABLE SALE #5	COMPARABLE SALE #6
Date of Prior Sale/Transfer	08/08/2012	12/05/2011		10/06/2011
Price of Prior Sale/Transfer	$25,001	$100		$31,926
Data Source(s)	Masters Report	tax assessor/MLS	tax assessor/MLS	tax assessor/MLS
Effective Date of Data Source(s)	09/17/2012	09/17/2012	09/17/2012	09/17/2012

Comment on Sales Comparison

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Uniform Residential Appraisal Report

File # 091217G

ADDITIONAL COMMENTS

This appraisal report is not intended to be used for insurance purposes. There is no personal property included in the value opinion of the subject property. I have performed no other services, as an appraiser or in any other capacity, regarding the property that is the subject of the work under review within the three year period immediately preceding acceptance of this assignment. NOTE: The current Fannie Mae forms do not include this on the certification page. This report has been electronically prepared in compliance with the USPAP Guidelines which included a digital signature and adequate security measures in place to protect the integrity of the data produced by the appraiser.

COST APPROACH TO VALUE (not required by Fannie Mae)

Provide adequate information for the lender/client to replicate the below cost figures and calculations.

Support for the opinion of site value (summary of comparable land sales or other methods for estimating site value)

The estimated opinion of value of the subject site is derived from previous sales, information obtained from the tax assessor's office and appraisals on similar lots within the subject neighborhood.

COST APPROACH

ESTIMATED [ ] REPRODUCTION OR [X] REPLACEMENT COST NEW	OPINION OF SITE VALUE	=$ 8,500
Source of cost data Marshall & Swift/local builders	Dwelling 1,088 Sq. Ft. @ $ 50.00	=$ 54,400
Quality rating from cost service avg-fair Effective date of cost data 06/2012	Sq. Ft. @ $	=$
Comments on Cost Approach (gross living area calculations, depreciation, etc.)	cpor	1,500
The cost approach estimates the replacement cost of the improvements plus the estimated value of the subject lot. Cost figures are based on data on file and information from local contractors. The land cost to value ratio is normal for this area. Remaining Economic Life = 20 years	Garage/Carport Sq. Ft. @ $	=$ 0
	Total Estimate of Cost-New	=$ 55,900
	Less Physical / Functional / External	
	Depreciation 37,285	=$ (37,285)
	Depreciated Cost of Improvements	=$ 18,615
	'As-Is' Value of Site Improvements	=$ 2,000
		=$
Estimated Remaining Economic Life (HUD and VA only) 20 Years	Indicated Value By Cost Approach	=$ 29,115

INCOME APPROACH TO VALUE (not required by Fannie Mae)

Estimated Monthly Market Rent $ X Gross Rent Multiplier = $ Indicated Value by Income Approach

Summary of Income Approach (including support for market rent and GRM)

PUD INFORMATION

PROJECT INFORMATION FOR PUDs (if applicable)

Is the developer/builder in control of the Homeowners' Association (HOA)? [ ] Yes [ ] No Unit type(s) [ ] Detached [ ] Attached

Provide the following information for PUDs ONLY if the developer/builder is in control of the HOA and the subject property is an attached dwelling unit.

Legal name of project N/A

Total number of phases Total number of units Total number of units sold

Total number of units rented Total number of units for sale Data Source(s)

Was the project created by the conversion of existing building(s) into a PUD? [ ] Yes [ ] No If Yes, date of conversion

Does the project contain any multi-dwelling units? [ ] Yes [ ] No Data Source(s)

Are the units, common elements, and recreation facilities complete? [ ] Yes [ ] No If No, describe the status of completion.

Are the common elements leased to or by the Homeowners' Association? [ ] Yes [ ] No If Yes, describe the rental terms and options.

Describe common elements and recreational facilities

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File No. 091217G

ADDITIONAL COMMENTS

Borrower or Owner	N/A
Property Address	4824 Linden Street
City	Columbia
County	Richland
State	SC
Zip Code	29203
Lender or Client	South Carolina Bank & Trust

SCOPE OF APPRAISAL

The Owner of Public Record is South Carolina Operating Room Equimpment, LLC.

NEIGHBORHOOD DESCRIPTION

Homes in the immediate neighborhood are typially small to medium in size and are of fair to average quality of construction. Overall marketability and acceptance for this area is average.

MARKET CONDITIONS

Homes in the this area are typically financed with FHA, VA and conventional loans with the buyer and seller negotiating closing costs. The exposure time is the estimated length of time that the property interest being appraised would have been offered on the market prior to the hypothetical consummation of a sale at market value on the effective date of the appraisal. Exposure time is a retrospective opinion based on an analysis of past events assuming a competitive and open market. As information, the Fannie Mae definitiion is used, such as lender work.

SALES COMPARISON APPROACH

The Intended Use is to evaluate the property that is the subject of this appraisal for bank purposes, subject to the stated Scope of Work, purpose of the appraisal, reporting requirements of the appraisal form, and Definition of Market Value. No additional Intended Users are identified by the appraiser.

RECONCILIATION

Single family properties of this type are not typically valued based on their income potential. The Income Approach was not used in the valuation of the subject property because of a lack of sufficient recent sales with rental information to develop and adequately support a gross rent multiplier. The Cost Approach was given less weight due to the relative difficulty in accurately estimating accrued depreciation. The conclusions of the Sales Comparison Analysis give the best indication of the most probable price the subject property would bring on the open market.

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This report form is designed to report an appraisal of a one-unit property or a one-unit property with an accessory unit; including a unit in a planned unit development (PUD). This report form is not designed to report an appraisal of a manufactured home or a unit in a condominium or cooperative project.

This appraisal report is subject to the following scope of work, intended use, intended user, definition of market value, statement of assumptions and limiting conditions, and certifications. Modifications, additions, or deletions to the intended use, intended user, definition of market value, or assumptions and limiting conditions are not permitted. The appraiser may expand the scope of work to include any additional research or analysis necessary based on the complexity of this appraisal assignment. Modifications or deletions to the certifications are also not permitted. However, additional certifications that do not constitute material alterations to this appraisal report, such as those required by law or those related to the appraiser's continuing education or membership in an appraisal organization, are permitted.

SCOPE OF WORK: The scope of work for this appraisal is defined by the complexity of this appraisal assignment and the reporting requirements of this appraisal report form, including the following definition of market value, statement of assumptions and limiting conditions, and certifications. The appraiser must, at a minimum: (1) perform a complete visual inspection of the interior and exterior areas of the subject property, (2) inspect the neighborhood, (3) inspect each of the comparable sales from at least the street, (4) research, verify, and analyze data from reliable public and/or private sources, and (5) report his or her analysis, opinions, and conclusions in this appraisal report.

INTENDED USE: The intended use of this appraisal report is for the lender/client to evaluate the property that is the subject of this appraisal for a mortgage finance transaction.

INTENDED USER: The intended user of this appraisal report is the lender/client.

DEFINITION OF MARKET VALUE: The most probable price which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller, each acting prudently, knowledgeably and assuming the price is not affected by undue stimulus. Implicit in this definition is the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby: (1) buyer and seller are typically motivated; (2) both parties are well informed or well advised, and each acting in what he or she considers his or her own best interest; (3) a reasonable time is allowed for exposure in the open market; (4) payment is made in terms of cash in U. S. dollars or in terms of financial arrangements comparable thereto; and (5) the price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions* granted by anyone associated with the sale.

*Adjustments to the comparables must be made for special or creative financing or sales concessions. No adjustments are necessary for those costs which are normally paid by sellers as a result of tradition or law in a market area; these costs are readily identifiable since the seller pays these costs in virtually all sales transactions. Special or creative financing adjustments can be made to the comparable property by comparisons to financing terms offered by a third party institutional lender that is not already involved in the property or transaction. Any adjustment should not be calculated on a mechanical dollar for dollar cost of the financing or concession but the dollar amount of any adjustment should approximate the market's reaction to the financing or concessions based on the appraiser's judgment.

STATEMENT OF ASSUMPTIONS AND LIMITING CONDITIONS: The appraiser's certification in this report is subject to the following assumptions and limiting conditions:

1. The appraiser will not be responsible for matters of a legal nature that affect either the property being appraised or the title to it, except for information that he or she became aware of during the research involved in performing this appraisal. The appraiser assumes that the title is good and marketable and will not render any opinions about the title.

2. The appraiser has provided a sketch in this appraisal report to show the approximate dimensions of the improvements. The sketch is included only to assist the reader in visualizing the property and understanding the appraiser's determination of its size.

3. The appraiser has examined the available flood maps that are provided by the Federal Emergency Management Agency (or other data sources) and has noted in this appraisal report whether any portion of the subject site is located in an identified Special Flood Hazard Area. Because the appraiser is not a surveyor, he or she makes no guarantees, express or implied, regarding this determination.

4. The appraiser will not give testimony or appear in court because he or she made an appraisal of the property in question, unless specific arrangements to do so have been made beforehand, or as otherwise required by law.

5. The appraiser has noted in this appraisal report any adverse conditions (such as needed repairs, deterioration, the presence of hazardous wastes, toxic substances, etc.) observed during the inspection of the subject property or that he or she became aware of during the research involved in performing this appraisal. Unless otherwise stated in this appraisal report, the appraiser has no knowledge of any hidden or unapparent physical deficiencies or adverse conditions of the property (such as, but not limited to, needed repairs, deterioration, the presence of hazardous wastes, toxic substances, adverse environmental conditions, etc.) that would make the property less valuable, and has assumed that there are no such conditions and makes no guarantees or warranties, express or implied. The appraiser will not be responsible for any such conditions that do exist or for any engineering or testing that might be required to discover whether such conditions exist. Because the appraiser is not an expert in the field of environmental hazards, this appraisal report must not be considered as an environmental assessment of the property.

6. The appraiser has based his or her appraisal report and valuation conclusion for an appraisal that is subject to satisfactory completion, repairs, or alterations on the assumption that the completion, repairs, or alterations of the subject property will be performed in a professional manner.

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APPRAISER'S CERTIFICATION: The Appraiser certifies and agrees that:

1. I have, at a minimum, developed and reported this appraisal in accordance with the scope of work requirements stated in this appraisal report.

2. I performed a complete visual inspection of the interior and exterior areas of the subject property. I reported the condition of the improvements in factual, specific terms. I identified and reported the physical deficiencies that could affect the livability, soundness, or structural integrity of the property.

3. I performed this appraisal in accordance with the requirements of the Uniform Standards of Professional Appraisal Practice that were adopted and promulgated by the Appraisal Standards Board of The Appraisal Foundation and that were in place at the time this appraisal report was prepared.

4. I developed my opinion of the market value of the real property that is the subject of this report based on the sales comparison approach to value. I have adequate comparable market data to develop a reliable sales comparison approach for this appraisal assignment. I further certify that I considered the cost and income approaches to value but did not develop them, unless otherwise indicated in this report.

5. I researched, verified, analyzed, and reported on any current agreement for sale for the subject property, any offering for sale of the subject property in the twelve months prior to the effective date of this appraisal, and the prior sales of the subject property for a minimum of three years prior to the effective date of this appraisal, unless otherwise indicated in this report.

6. I researched, verified, analyzed, and reported on the prior sales of the comparable sales for a minimum of one year prior to the date of sale of the comparable sale, unless otherwise indicated in this report.

7. I selected and used comparable sales that are locationally, physically, and functionally the most similar to the subject property.

8. I have not used comparable sales that were the result of combining a land sale with the contract purchase price of a home that has been built or will be built on the land.

9. I have reported adjustments to the comparable sales that reflect the market's reaction to the differences between the subject property and the comparable sales.

10. I verified, from a disinterested source, all information in this report that was provided by parties who have a financial interest in the sale or financing of the subject property.

11. I have knowledge and experience in appraising this type of property in this market area.

12. I am aware of, and have access to, the necessary and appropriate public and private data sources, such as multiple listing services, tax assessment records, public land records and other such data sources for the area in which the property is located.

13. I obtained the information, estimates, and opinions furnished by other parties and expressed in this appraisal report from reliable sources that I believe to be true and correct.

14. I have taken into consideration the factors that have an impact on value with respect to the subject neighborhood, subject property, and the proximity of the subject property to adverse influences in the development of my opinion of market value. I have noted in this appraisal report any adverse conditions (such as, but not limited to, needed repairs, deterioration, the presence of hazardous wastes, toxic substances, adverse environmental conditions, etc.) observed during the inspection of the subject property or that I became aware of during the research involved in performing this appraisal. I have considered these adverse conditions in my analysis of the property value, and have reported on the effect of the conditions on the value and marketability of the subject property.

15. I have not knowingly withheld any significant information from this appraisal report and, to the best of my knowledge, all statements and information in this appraisal report are true and correct.

16. I stated in this appraisal report my own personal, unbiased, and professional analysis, opinions, and conclusions, which are subject only to the assumptions and limiting conditions in this appraisal report.

17. I have no present or prospective interest in the property that is the subject of this report, and I have no present or prospective personal interest or bias with respect to the participants in the transaction. I did not base, either partially or completely, my analysis and/or opinion of market value in this appraisal report on the race, color, religion, sex, age, marital status, handicap, familial status, or national origin of either the prospective owners or occupants of the subject property or of the present owners or occupants of the properties in the vicinity of the subject property or on any other basis prohibited by law.

18. My employment and/or compensation for performing this appraisal or any future or anticipated appraisals was not conditioned on any agreement or understanding, written or otherwise, that I would report (or present analysis supporting) a predetermined specific value, a predetermined minimum value, a range or direction in value, a value that favors the cause of any party, or the attainment of a specific result or occurrence of a specific subsequent event (such as approval of a pending mortgage loan application).

19. I personally prepared all conclusions and opinions about the real estate that were set forth in this appraisal report. If I relied on significant real property appraisal assistance from any individual or individuals in the performance of this appraisal or the preparation of this appraisal report, I have named such individual(s) and disclosed the specific tasks performed in this appraisal report. I certify that any individual so named is qualified to perform the tasks. I have not authorized anyone to make a change to any item in this appraisal report; therefore, any change made to this appraisal is unauthorized and I will take no responsibility for it.

20. I identified the lender/client in this appraisal report who is the individual, organization, or agent for the organization that ordered and will receive this appraisal report.

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21. The lender/client may disclose or distribute this appraisal report to: the borrower; another lender at the request of the borrower; the mortgagee or its successors and assigns; mortgage insurers; government sponsored enterprises; other secondary market participants; data collection or reporting services; professional appraisal organizations; any department, agency, or instrumentality of the United States; and any state, the District of Columbia, or other jurisdictions; without having to obtain the appraiser's or supervisory appraiser's (if applicable) consent. Such consent must be obtained before this appraisal report may be disclosed or distributed to any other party (including, but not limited to, the public through advertising, public relations, news, sales, or other media).

22. I am aware that any disclosure or distribution of this appraisal report by me or the lender/client may be subject to certain laws and regulations. Further, I am also subject to the provisions of the Uniform Standards of Professional Appraisal Practice that pertain to disclosure or distribution by me.

23. The borrower, another lender at the request of the borrower, the mortgagee or its successors and assigns, mortgage insurers, government sponsored enterprises, and other secondary market participants may rely on this appraisal report as part of any mortgage finance transaction that involves any one or more of these parties.

24. If this appraisal report was transmitted as an "electronic record" containing my "electronic signature," as those terms are defined in applicable federal and/or state laws (excluding audio and video recordings), or a facsimile transmission of this appraisal report containing a copy or representation of my signature, the appraisal report shall be as effective, enforceable and valid as if a paper version of this appraisal report were delivered containing my original hand written signature.

25. Any intentional or negligent misrepresentation(s) contained in this appraisal report may result in civil liability and/or criminal penalties including, but not limited to, fine or imprisonment or both under the provisions of Title 18, United States Code, Section 1001, et seq., or similar state laws.

SUPERVISORY APPRAISER'S CERTIFICATION: The Supervisory Appraiser certifies and agrees that:

1. I directly supervised the appraiser for this appraisal assignment, have read the appraisal report, and agree with the appraiser's analysis, opinions, statements, conclusions, and the appraiser's certification.

2. I accept full responsibility for the contents of this appraisal report including, but not limited to, the appraiser's analysis, opinions, statements, conclusions, and the appraiser's certification.

3. The appraiser identified in this appraisal report is either a sub-contractor or an employee of the supervisory appraiser (or the appraisal firm), is qualified to perform this appraisal, and is acceptable to perform this appraisal under the applicable state law.

4. This appraisal report complies with the Uniform Standards of Professional Appraisal Practice that were adopted and promulgated by the Appraisal Standards Board of The Appraisal Foundation and that were in place at the time this appraisal report was prepared.

5. If this appraisal report was transmitted as an "electronic record" containing my "electronic signature," as those terms are defined in applicable federal and/or state laws (excluding audio and video recordings), or a facsimile transmission of this appraisal report containing a copy or representation of my signature, the appraisal report shall be as effective, enforceable and valid as if a paper version of this appraisal report were delivered containing my original hand written signature.

APPRAISER

Signature _____
Name Eugene Garvin, Jr.
Company Name GARVIN APPRAISALS
Company Address 5 CALENDAR COURT STE 103
COLUMBIA, SC 29206
Telephone Number 803-779-4243
Email Address ecgarvin@garvinappraisals.com
Date of Signature and Report 09/21/2012
Effective Date of Appraisal 09/13/2012
State Certification # 2746
or State License # _____
or Other _____ State # _____
State SC
Expiration Date of Certification or License 06/30/2014

ADDRESS OF PROPERTY APPRAISED
4824 Linden Street
Columbia, SC 29203
APPRAISED VALUE OF SUBJECT PROPERTY $ 25,000
LENDER/CLIENT
Name No AMC
Company Name South Carolina Bank & Trust
Company Address 700 Gervais Street
Columbia, SC 29201
Email Address _____

SUPERVISORY APPRAISER (ONLY IF REQUIRED)

Signature _____
Name _____
Company Name _____
Company Address _____
Telephone Number _____
Email Address _____
Date of Signature _____
State Certification # _____
or State License # _____
State _____
Expiration Date of Certification or License _____

SUBJECT PROPERTY

☐ Did not inspect subject property
☐ Did inspect exterior of subject property from street
Date of Inspection _____
☐ Did inspect interior and exterior of subject property
Date of Inspection _____

COMPARABLE SALES

☐ Did not inspect exterior of comparable sales from street
☐ Did inspect exterior of comparable sales from street
Date of Inspection _____

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Market Conditions Addendum to the Appraisal Report File No. 091217G

The purpose of this addendum is to provide the lender/client with a clear and accurate understanding of the market trends and conditions prevalent in the subject neighborhood. This is a required addendum for all appraisal reports with an effective date on or after April 1, 2009.

Property Address 4824 Linden Street City Columbia State SC ZIP Code 29203

Borrower N/A

Instructions: The appraiser must use the information required on this form as the basis for his/her conclusions, and must provide support for those conclusions, regarding housing trends and overall market conditions as reported in the Neighborhood section of the appraisal report form. The appraiser must fill in all the information to the extent it is available and reliable and must provide analysis as indicated below. If any required data is unavailable or is considered unreliable, the appraiser must provide an explanation. It is recognized that not all data sources will be able to provide data for the shaded areas below; if it is available, however, the appraiser must include the data in the analysis. If data sources provide the required information as an average instead of the median, the appraiser should report the available figure and identify it as an average. Sales and listings must be properties that compete with the subject property, determined by applying the criteria that would be used by a prospective buyer of the subject property. The appraiser must explain any anomalies in the data, such as seasonal markets, new construction, foreclosures, etc.

MARKET RESEARCH & ANALYSIS

Inventory Analysis	Prior 7-12 Months	Prior 4-6 Months	Current - 3 Months	Overall Trend
Total # of Comparable Sales (Settled)	3	3	3	[ ] Increasing [X] Stable [ ] Declining
Absorption Rate (Total Sales/Months)	0.50	1.00	1.00	[ ] Increasing [X] Stable [ ] Declining
Total # of Comparable Active Listings	12	14	14	[ ] Declining [X] Stable [ ] Increasing
Months of Housing Supply (Total Listings/Ab.Rate)	24.00	14.00	14.00	[ ] Declining [X] Stable [ ] Increasing

Median Sale & List Price, DOM, Sale/List %	Prior 7-12 Months	Prior 4-6 Months	Current - 3 Months	Overall Trend
Median Comparable Sale Price	$22,000	$25,000	$24,900	[ ] Increasing [X] Stable [ ] Declining
Median Comparable Sales Days on Market	74	113	195	[ ] Declining [X] Stable [ ] Increasing
Median Comparable List Price	$37,000	$34,250	$39,000	[ ] Increasing [X] Stable [ ] Declining
Median Comparable Listings Days on Market	279.5	258	242	[X] Declining [ ] Stable [ ] Increasing
Median Sale Price as % of List Price	87.30%	94.41%	89.25%	[ ] Increasing [X] Stable [ ] Declining
Seller-(developer, builder, etc.) paid financial assistance prevalent?		[X] Yes [ ] No		[ ] Declining [X] Stable [ ] Increasing

Explain in detail the seller concessions trends for the past 12 months (e.g., seller contributions increased from 3% to 5%, increasing use of buydowns, closing costs, condo fees, options, etc.). Seller concessions are typical for this neighborhood and that trend has held steady for the previous 12 months. It does not appear that these concessions are increasing, but as always they are negotiated by the seller & borrower.

Are foreclosure sales (REO sales) a factor in the market? [X] Yes [ ] No If yes, explain (including the trends in listings and sales of foreclosed properties).
Foreclosure sales do occur in this particular market. In the past they were purchased by investors who would repair or renovate the properties and place them back on the market at competitive prices. However with the banks now reluctant to make investor loans they are directly listing REO and often accepting below market offers.

Cite data sources for above information. tax assessor's office/CMLS/appraiser's office data

Summarize the above information as support for your conclusions in the Neighborhood section of the appraisal report form. If you used any additional information, such as an analysis of pending sales and/or expired and withdrawn listings, to formulate your conclusions, provide both an explanation and support for your conclusions.
The above data supports the information in the Neighborhood section of the appraisal report. There has been a slowdown of sales in the general area due to the current economic conditions. Due to limited sales, it is difficult to determine if any significant trends have been established.

CONDO/COOP PROJECTS

If the subject is a unit in a condominium or cooperative project, complete the following: Project Name:

Subject Project Data	Prior 7-12 Months	Prior 4-6 Months	Current - 3 Months	Overall Trend
Total # of Comparable Sales (Settled)				[ ] Increasing [ ] Stable [ ] Declining
Absorption Rate (Total Sales/Months)				[ ] Increasing [ ] Stable [ ] Declining
Total # of Active Comparable Listings				[ ] Declining [ ] Stable [ ] Increasing
Months of Unit Supply (Total Listings/Ab. Rate)				[ ] Declining [ ] Stable [ ] Increasing

Are foreclosure sales (REO sales) a factor in the project? [ ] Yes [ ] No If yes, indicate the number of REO listings and explain the trends in listings and sales of foreclosed properties.

Summarize the above trends and address the impact on the subject unit and project.

APPRAISER

Signature
Appraiser Name Eugene Garvin, Jr.
Company Name GARVIN APPRAISALS
Company Address 5 CALENDAR COURT STE 103, COLUMBIA, SC 29206
State License/Certification # 2746 State SC
Email Address ecgarvin@garvinappraisals.com

Signature
Appraiser Name
Company Name
Company Address
State License/Certification # State
Email Address

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File No. 091217G
Case No.

Borrower N/A
Property Address 4824 Linden Street
City Columbia County Richland State SC Zip Code 29203
Lender/Client South Carolina Bank & Trust Address 700 Gervais Street, Columbia, SC 29201

Requirements - Condition and Quality Ratings Usage

Appraisers must utilize the following standardized conditions and quality ratings within the appraisal report.

Condition Ratings and Definitions

C1 - The improvements have been very recently constructed and have not previously been occupied. The entire structure and all components are new and the dwelling features no physical depreciation.*

**Note: Newly constructed improvements that feature recycled materials and/or components can be considered new dwellings provided that the dwelling is placed on a 100% new foundation and recycled materials and the recycled components have been rehabilitated/re-manufactured into like-new condition. Recently constructed improvements that have not been previously occupied are not considered "new" if they have significant physical depreciation (i.e., newly constructed dwellings that have been vacant for an extended period of time without adequate maintenance or upkeep).*

C2 - The improvements feature no deferred maintenance, little or no physical depreciation, and require no repairs. Virtually all building components are new or have been recently repaired, refinished, or rehabilitated. All outdated components and finished have been updated and/or replaced with components that meet current standards. Dwellings in this category either are almost new or have been recently completely renovated and are similar in condition to new construction.

C3 - The improvements are well maintained and feature limited physical depreciation due to normal wear and tear. some components, but not every major building component, may be updated or recently rehabilitated. The structure has been well maintained.

C4 - The improvements feature some minor deferred maintenance and physical deterioration due to normal wear and tear. The dwelling has been adequately maintained and requires only minimal repairs to building components/mechanical systems and cosmetic repairs. All major building components have been adequately maintained and are functionally adequate.

C5 - The improvements feature obvious deferred maintenance and are in need of some significant repairs. Some building components need repairs, rehabilitation, or updating. The functional utility and overall livability is somewhat diminished due to condition, but the dwelling remains useable and functional as a residence.

C6 - The improvements have substantial damage or deferred maintenance with deficiencies or defects that are severe enough to affect the safety, soundness, or structural integrity of the improvements. The improvements are in need of substantial repairs and rehabilitation, including many or most major components.

Quality Ratings and Definitions

Q1 - Dwellings with this quality rating are usually unique structures that are individually designed by an architect for a specified use. Such residences typically are constructed from detailed architectural plans and specifications and feature an exceptionally high level of workmanship and exceptionally high-grade materials throughout the interior and exterior of the structure. The design features exceptionally high-quality exterior refinements and ornamentation, and exceptionally high-quality interior refinements. The workmanship, materials, and finishes throughout the dwelling are exceptionally high quality.

Q2 - Dwellings with this quality rating are often custom designed for construction on an individual property owner's site. However, dwellings in this quality grade are also found in high-quality tract developments featuring residences constructed from individual plans or from highly modified or upgraded plans. The design features detailed high-quality exterior ornamentation, high-quality interior refinements, and detail. The workmanship, materials, and finishes throughout the dwelling are of exceptionally high quality.

Q3 - Dwellings with this quality rating are residences of higher quality built from individual or readily available designer plans in above-standard residential tract developments or on an individual property owner's site. The design includes significant exterior ornamentation and interiors that are well finished. The workmanship exceeds acceptable standards and many materials and finishes throughout the dwelling have been upgraded from "stock" standards.

Q4 - Dwellings with this quality rating meet or exceed the requirements of applicable building codes. Standard or modified standard building plans are utilized and the design includes adequate fenestration and some exterior ornamentation and interior refinements. Materials, workmanship, finish, and equipment are of stock or builder grade and may feature some upgrades.

Q5 - Dwellings with this quality rating feature economy of construction and basic functionality as main considerations. Such dwellings feature a plain design using readily available or basic floor plans featuring minimal fenestration and basic finishes with minimal exterior ornamentation and limited interior detail. These dwellings meet minimum building codes and are constructed with inexpensive, stock materials with limited refinements and upgrades.

Q6 - Dwellings with this quality rating are of basic quality and lower cost; some may not be suitable for year-round occupancy. Such dwellings are often built with simple plans or without plans, often utilizing the lowest quality building materials. Such dwellings are often built or expanded by persons who are professionally unskilled or possess only minimal construction skills. Electrical, plumbing, and other mechanical systems and equipment may be minimal or non-existent. Older dwellings may feature one or more substandard non-conforming additions to the original structure.

Definitions of Not Updated, Updated, and Remodeled

Not Updated - Little or no updating or modernization. This description includes, but is not limited to, new homes. Residential properties of fifteen years of age or less often reflect an original condition with no updating. If no major components have been replaced or updated. Those over fifteen years of age are also considered not updated if the appliances, fixtures, and finishes are predominantly dated. An area that is 'Not Updated' may still be well maintained and fully functional, and this rating does not necessarily imply deferred maintenance or physical/functional deterioration.

Updated - The area of the home has been modified to meet current market expectations. These modifications are limited in terms of both scope and cost. An updated area of the home should have an improved look and feel, or functional utility. Changes that constitute updates include refurbishment and/or replacing components to meet existing market expectations. Updates do not include significant alterations to the existing structure.

Remodeled - Significant finish and/or structural changes have been made that increase utility and appeal through complete replacement and/or expansion. A remodeled area reflects fundamental changes that include multiple alterations. These alterations may include some or all of the following: replacement of a major component (cabinet(s), bathtub, or bathroom tile), relocation of plumbing/gas fixtures/appliances, significant structural alterations (relocating walls and/or the addition of square footage). This would include a complete gutting and rebuild.

Explanation of Bathroom Count

Three-quarter baths are counted as a full bath in all cases. Quarter baths (baths that feature only a toilet) are not included in the bathroom count. The number of full and half baths is reported by separating the two values using a period, where the full bath count is represented to the left of the period and the half bath count is represented to the right of the period.

Example: 3.2 indicates three full baths and two half baths.

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Abbreviation	Full Name	Appropriate Fields
ac	Acres	Area, Site
AdjPrk	Adjacent to Park	Location
AdjPwr	Adjacent to Power Lines	Location
A	Adverse	Location & View
ArmLth	Arms Length Sale	Sale or Financing Concessions
ba	Bathroom(s)	Basement & Finished Rooms Below Grade
br	Bedroom	Basement & Finished Rooms Below Grade
B	Beneficial	Location & View
Cash	Cash	Sale or Financing Concessions
CtySky	City View Skyline View	View
CtyStr	City Street View	View
Comm	Commercial Influence	Location
c	Contracted Date	Date of Sale/Time
Conv	Conventional	Sale or Financing Concessions
CrtOrd	Court Ordered Sale	Sale or Financing Concession
DOM	Days On Market	Data Sources
e	Expiration Date	Date of Sale/Time
Estate	Estate Sale	Sale or Financing Concessions
FHA	Federal Housing Authority	Sale or Financing Concessions
GlfCse	Golf Course	Location
Glfvw	Golf Course View	View
Ind	Industrial	Location & View
in	Interior Only Stairs	Basement & Finished Rooms Below Grade
Lndfl	Landfill	Location
LtdSght	Limited Sight	View
Listing	Listing	Sale or Financing Concessions
Mtn	Mountain View	View
N	Neutral	Location & View
NonArm	Non-Arms Length Sale	Sale or Financing Concessions
BsyRdm	Busy Road	Locations
o	Other	Basement & Finished Rooms Below Grade
Prk	Park View	View
Pstrl	Pastoral View	View
PwrLn	Power Lines	View
PubTrn	Public Transportation	Location
rr	Recreational (Rec) Room	Basement & Finished Rooms Below Grade
Relo	Relocation Sale	Sale or Financing Concessions
REO	REO Sale	Sale or Financing Concessions
Res	Residential	Location & View
RH	USDA - Rural Housing	Sale or Financing Concessions
s	Settlement Date	Date of Sale/Time
Short	Short Sale	Sale or Financing Concessions
sf	Square Feet	Area, Site, Basement
Unk	Unknown	Date of Sale/Time
VA	Veterans Administration	Sale or Financing Concessions
w	Withdraw Date	Date of Sale/Time
wo	Walk Out Basement	Basement & Finished Rooms Below Grade
wu	Walk Up Basement	Basement & Finished Rooms Below Grade
WtrFr	Water Frontage	Location
Wtr	Water View	View
Woods	Woods View	View

ABBREVIATED ENTRY	OVERALL VIEW RATING
N	Neutral
B	Beneficial
A	Adverse

ABBREVIATED ENTRY	VIEW FACTOR
Wtr	Water View
Pstrl	Pastoral View
Woods	Woods View
Prk	Park View
Glfvw	Golf Course View
CtySky	City View Skyline View
Mtn	Mountain View
Res	Residential View
CtyStr	City Street View
Ind	Industrial View
PwrLn	Power Lines
LtdSght	Limited Sight
See Instructions Below	Other - Appraiser to enter a
	description of the view*

Other: If a view factor not on this list materially affects the value of the subject property, the appraiser must enter a description of the view associated with the property (see second example below). The description entered must follow a reader of the appraisal report or understand what the view associated with the property actually is. Descriptors such as 'None', 'N/A', 'Typical', 'Average', etc., are unacceptable. Descriptions should be entered carefully because the same text will be represented in both the site section and the comparable sales grid for the subject property. The text must fit in the allowable space.

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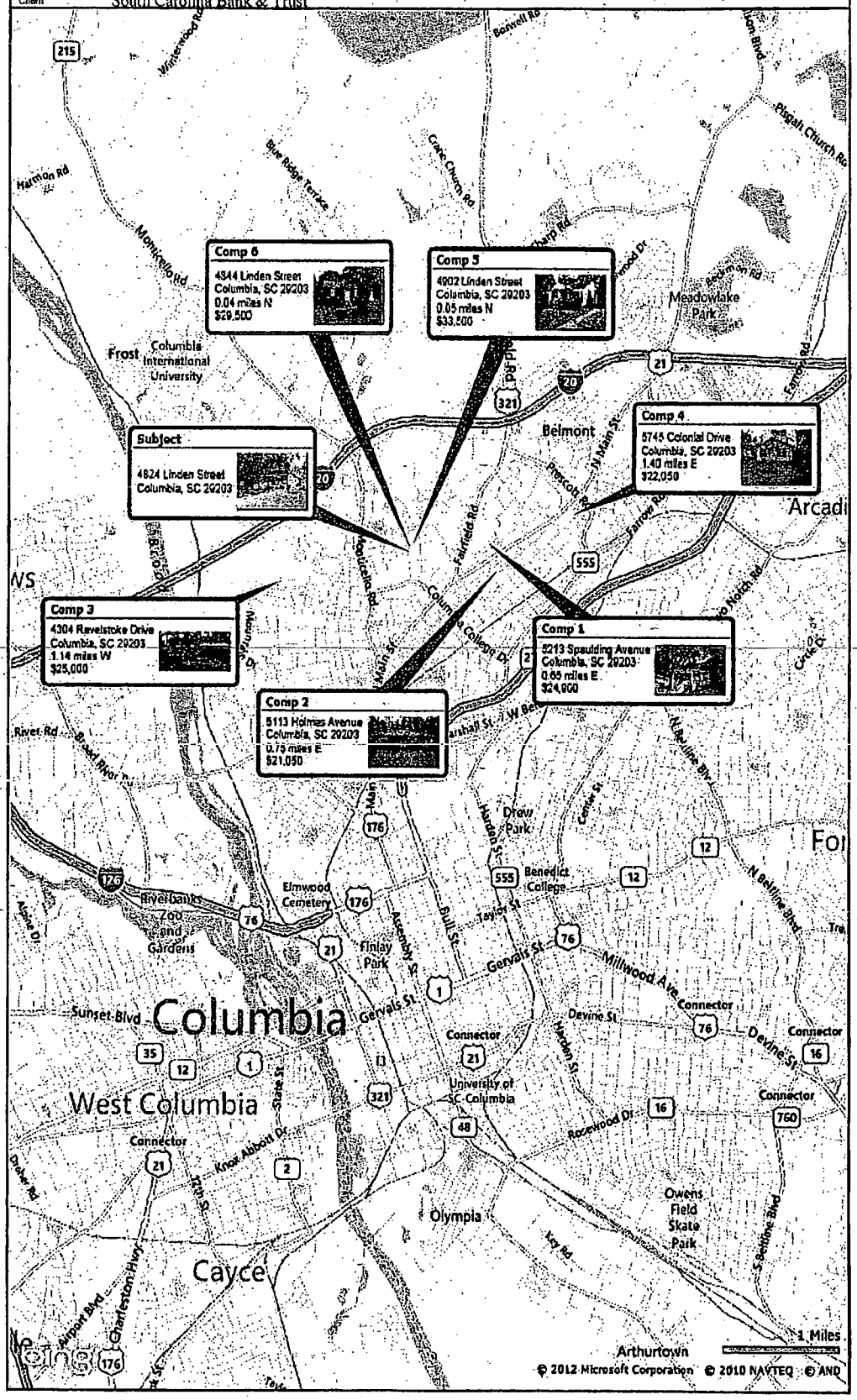
File No. 091217G

Location Map

Borrower or Owner N/A
Property Address 4824 Linden Street
City Columbia County Richland State SC Zip Code 29203
Client South Carolina Bank & Trust



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File No. 091217G

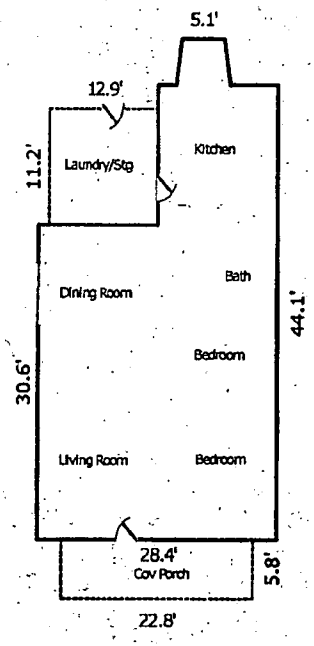
SKETCH ADDENDUM

Borrower or Owner N/A

Property Address 4824 Linden Street

City Columbia County Richland State SC Zip Code 29203

Client South Carolina Bank & Trust



Sketch by Apex Medina™

Comments:

AREA CALCULATIONS SUMMARY

Code	Description	Net Size	Net Totals
GLA1	First Floor	1088.2	1088.2
P/P	Encl Porch	144.5	
	Cov Porch	132.2	276.7
Net LIVABLE Area		(rounded)	1088

LIVING AREA BREAKDOWN

Breakdown				Subtotals
First Floor				
0.5 x	4.5 x	0.7		1.6
	30.6 x	28.4		869.0
	13.5 x	14.3		193.1
0.5 x	0.7 x	4.5		1.6
	5.1 x	4.5		23.0
5 Items		(rounded)		1088

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File No. 091217G

PHOTOGRAPH ADDENDUM

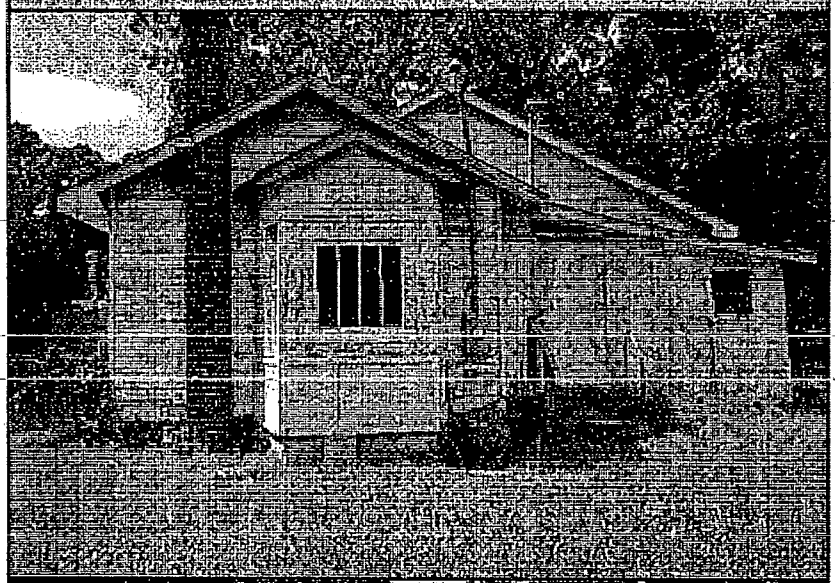
Borrower or Owner N/A

Property Address 4824 Linden Street

City Columbia County Richland State SC Zip Code 29203

Client South Carolina Bank & Trust

FRONT VIEW OF SUBJECT PROPERTY



REAR VIEW OF SUBJECT PROPERTY

STREET SCENE OF SUBJECT PROPERTY

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File No. 091217G

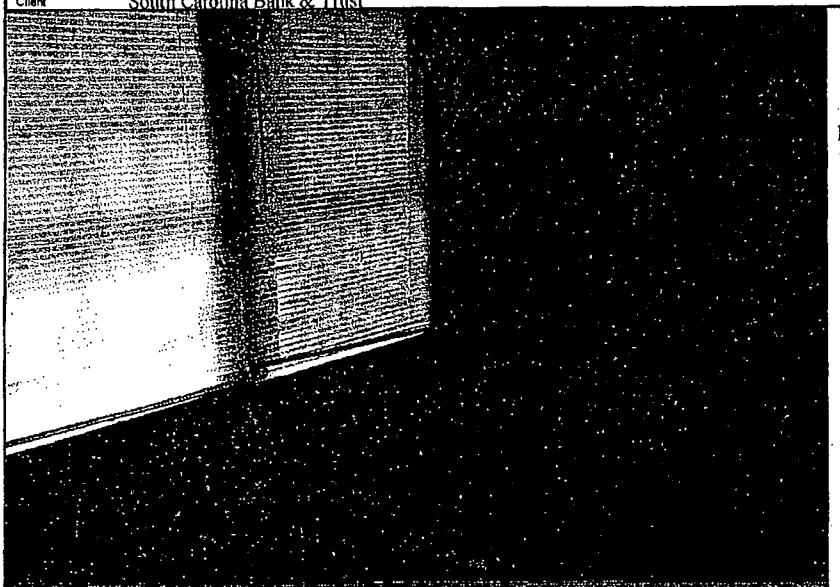
PHOTOGRAPH ADDENDUM

Borrower or Owner N/A

Property Address 4824 Linden Street

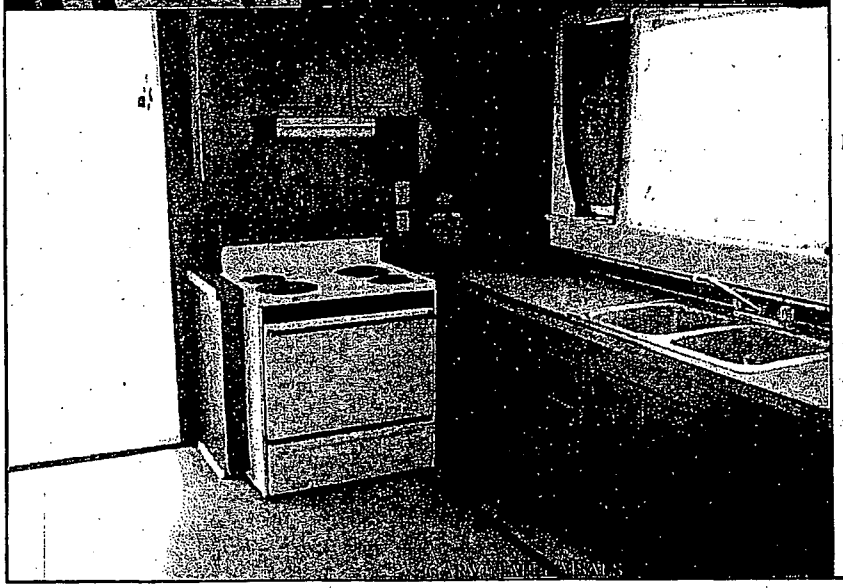
City Columbia County Richland State SC Zip Code 29203

Client South Carolina Bank & Trust



4824 Linden Street
LIVING ROOM

4824 Linden Street
DINING ROOM



4824 Linden Street
KITCHEN

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File No. 091217G

PHOTOGRAPH ADDENDUM

Borrower or Owner N/A

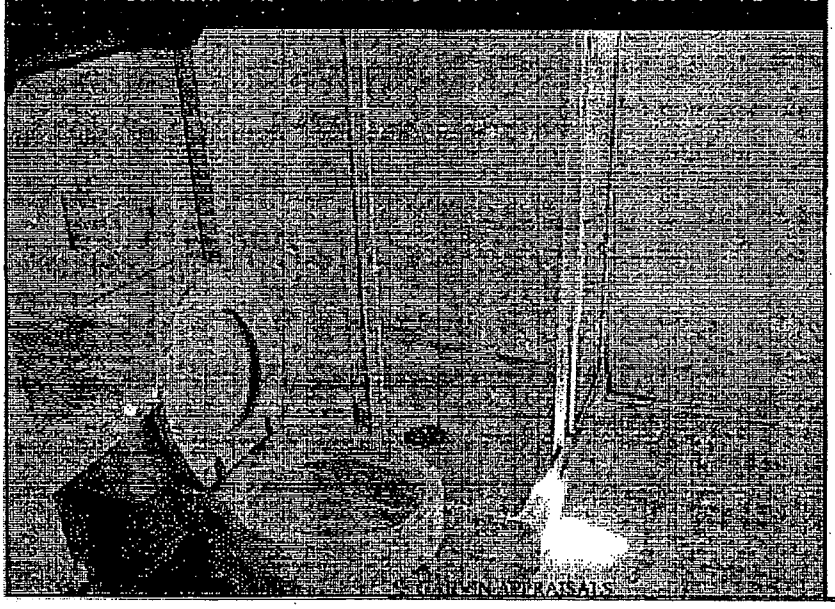
Property Address 4824 Linden Street

City Columbia County Richland State SC Zip Code 29203

Lender or Client South Carolina Bank & Trust

4824 Linden Street
BEDROOM

4824 Linden Street
BEDROOM



4824 Linden Street
BATH

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File No. 091217G

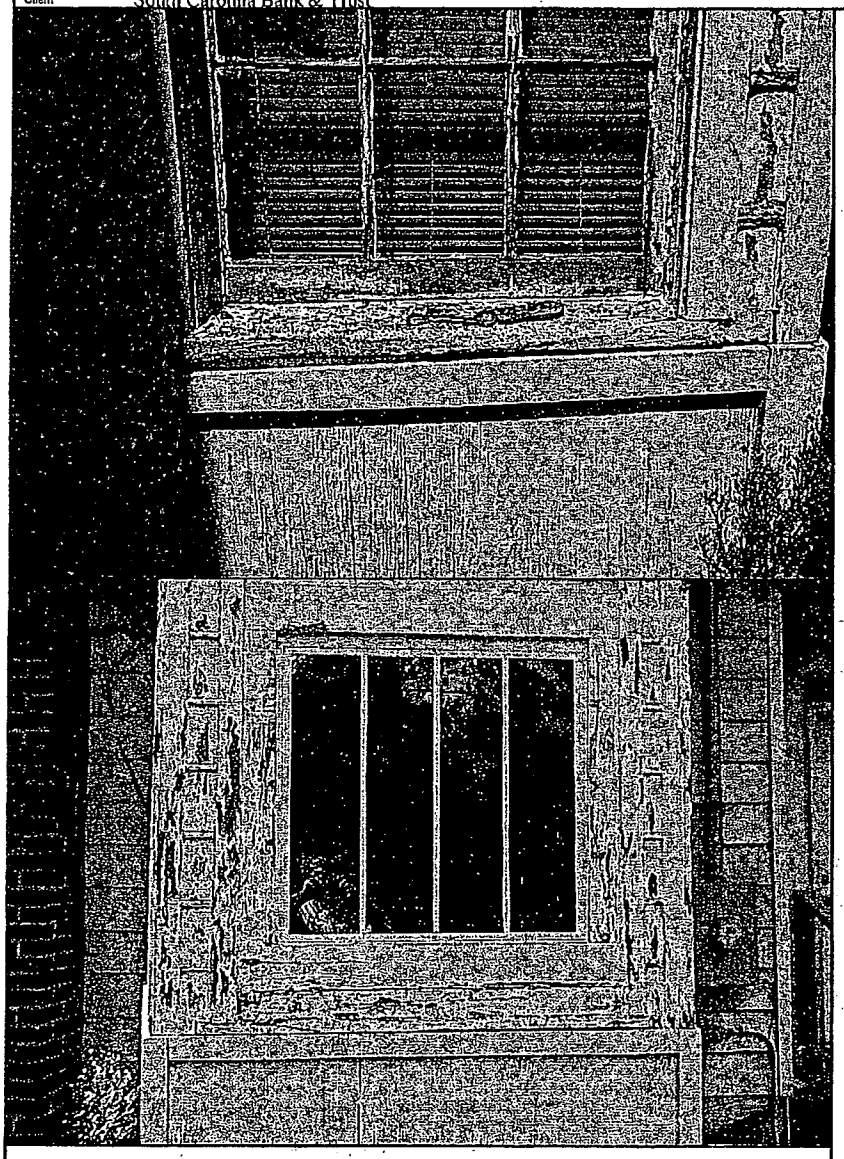
PHOTOGRAPH ADDENDUM

Borrower or Owner N/A

Property Address 4824 Linden Street

City Columbia County Richland State SC Zip Code 29203

Client South Carolina Bank & Trust



4824 Linden Street
PEELING PAIN

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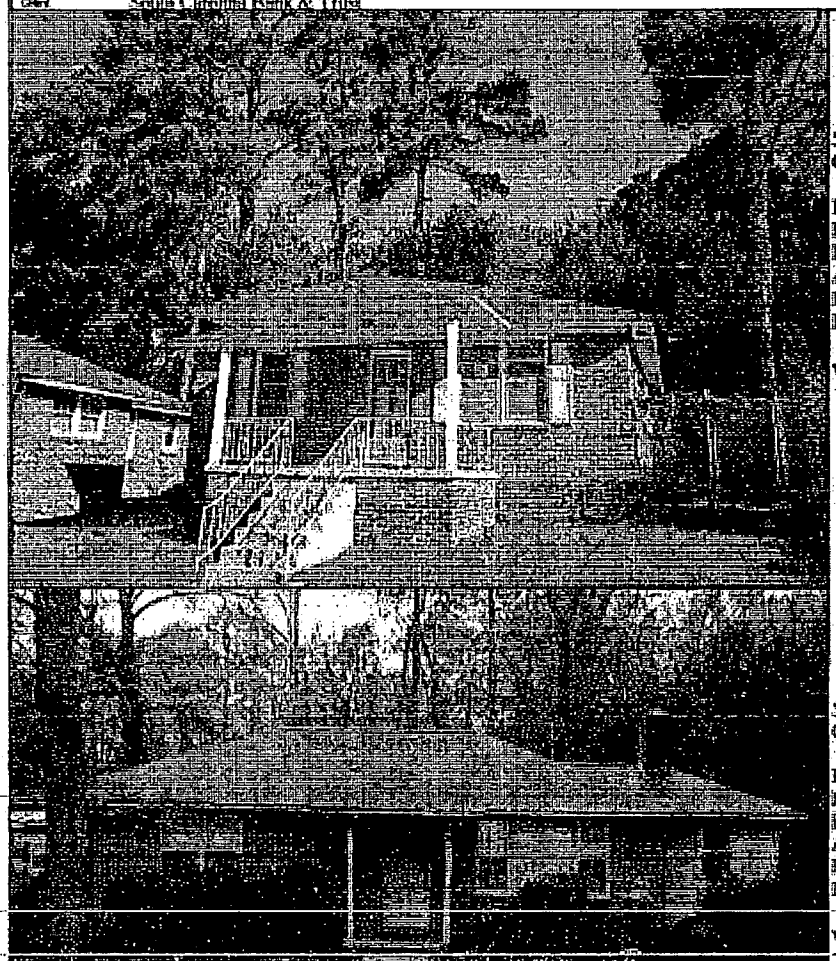
File No. 091217G

PHOTOGRAPH ADDENDUM

Borrower or Owner N/A
Property Address 4824 Linden Street
City Columbia County Richland State SC Zip Code 29203
Client South Carolina Bank & Trust



COMPARABLE #1

5213 Spaulding Avenue
Columbia, SC 29203

Price	$24,900
Price/SF	20.75
Date	s08/12;c08/12
Age	59
Room Count	5-2-1.0
Living Area	1,200
Value Indication	$24,600

COMPARABLE #2

5113 Holmes Avenue
Columbia, SC 29203

Price	$21,050
Price/SF	19.07
Date	s02/12;c02/12
Age	62
Room Count	5-2-1.0
Living Area	1,104
Value Indication	$21,050

COMPARABLE #3

4304 Revelstoke Drive
Columbia, SC 29203

Price	$25,000
Price/SF	27.47
Date	s06/12;c05/12
Age	42
Room Count	5-3-1.0
Living Area	910
Value Indication	$30,500

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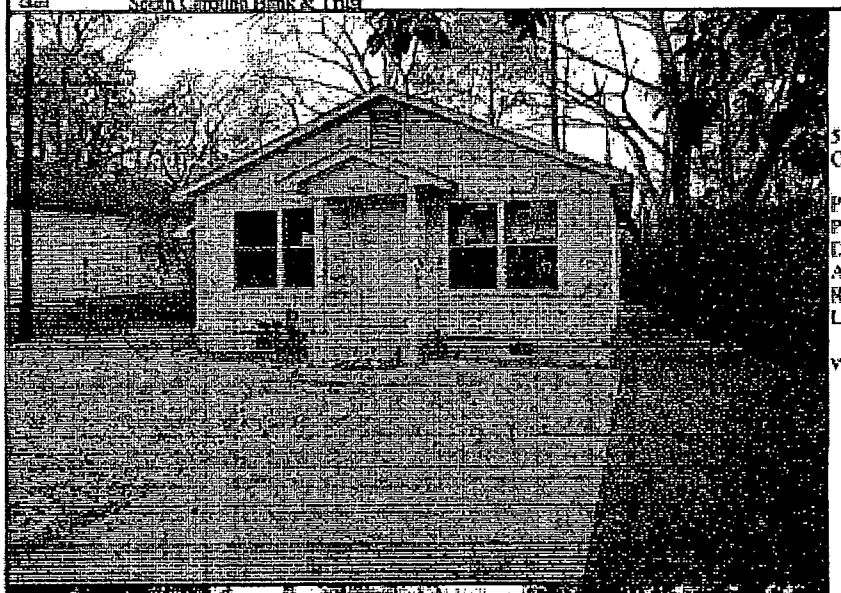
File No. 091217G

PHOTOGRAPH ADDENDUM

Borrower or Owner N/A
Property Address 4824 Linden Street
City Columbia County Richland State SC Zip Code 29203
Client South Carolina Bank & Trust



COMPARABLE #4

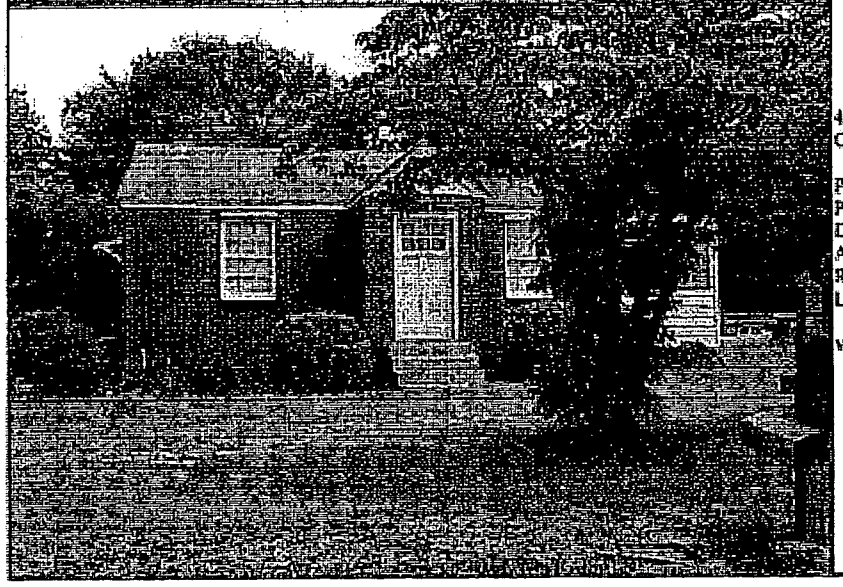
5745 Colonial Drive
Columbia, SC 29203

Price	$22,000
Price/SF	21.51
Date	s04/12;c03/12
Age	27
Room Count	5-3-1.1
Living Area	1,025
Value Indication	$24,150

COMPARABLE #5

4902 Linden Street
Columbia, SC 29203

Price	$33,500
Price/SF	33.50
Date	Active
Age	59
Room Count	5-2-1.0
Living Area	1,000
Value Indication	$35,700



COMPARABLE #6

4844 Linden Street
Columbia, SC 29203

Price	$29,500
Price/SF	31.93
Date	Active
Age	59
Room Count	5-2-1.0
Living Area	924
Value Indication	$34,600

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File No. 091217G

CURRENT LICENSES

Borrower or Owner N/A
Property Address 4824 Linden Street
City Columbia County Richland State SC Zip Code 29203
Client South Carolina Bank & Trust

State of South Carolina BCD 017249
Department of Labor, Licensing and Regulation
Real Estate Appraisers Board

EUGENE C GARVIN JR

Is hereby entitled in practice as a:

Certified Residential Appraiser

License Number: 2746

Expiration Date: 06/30/2014
OFFICE COPY

Tracy McCarley
Administrator

State of South Carolina BCD [illegible]
Department of Labor, Licensing and Regulation
Real Estate Appraisers Board

THOMAS E. GARVIN

Is hereby entitled in practice as a:

Certified Residential Appraiser

License Number: 4831

Expiration Date: 06/30/2014
OFFICE COPY

Tracy McCarley
Administrator

State of South Carolina BCD 025177
Department of Labor, Licensing and Regulation
Real Estate Appraisers Board

O'NEIL H. CANNON II

Is hereby entitled in practice as a:

Certified Residential Appraiser

License Number: 4543

Expiration Date: 06/30/2014
OFFICE COPY

Tracy McCarley
Administrator

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Exhibit 1C

Garvin Appraisals & Properties, LLC
5 Calendar Court, Suite 103
Columbia, SC 29206

August 30, 2017

Sean M. Foerster
Rogers Townsend & Thomas
P. O. Box 100200
Columbia, SC 29202

Re: SCBT, N.A. vs Sand Dollar 31, LLC, Rhonda Meisner
Civil Action #2011-CP-40-6317 and 2011-CP-40-6318

Dear Mr. Foerster:

I have contacted the defendant's appraiser, Angela Buckley, and we discussed our appraisals on the properties involved in this proceeding. I appraised 8391 Winnsboro Road, Blythewood, SC 29016 on 09/17/2012 as a manufactured home "as is" for $16,000. According to Ms. Buckley, she appraised this same property as a manufactured home on 09/14/2012 for $20,000 but "subject to" repair work totaling $4,530. If the repair work is deducted from the $20,000 opinion of value the net value of her appraisal is $15,470.

I appraised 4824 Linden Street, Columbia, SC 29203 on 09/13/2012 as a single family residential "as is" for $25,000. According to Ms. Buckley, she appraised this same property on 09/14/2012 for $31,000 but "subject to" repairs of $12,080. If the repair work is deducted from the $31,000 opinion of value the net value of her appraisal is $18,920. Her appraisals are "subject to" the repair work being completed and when and if that occurs then the values are the $20,000 for 8391 Winnsboro Road and $31,000 for 4824 Linden Street. I do not know if Ms. Buckley did any final inspections to determine if the repair work on either property was completed.

I stand by my opinion of value for both properties as of the effective date of my reports shown above. Ms. Buckley has not stated directly to me, but from my conversation I am convinced, that she would concur that she also stands by her opinion of value of the properties as of the effective dates of her appraisals shown above.

If you have any questions or need to discuss this further, please do not hesitate to contact me.

Yours truly

Eugene C. Garvin, Jr.
CR 2746

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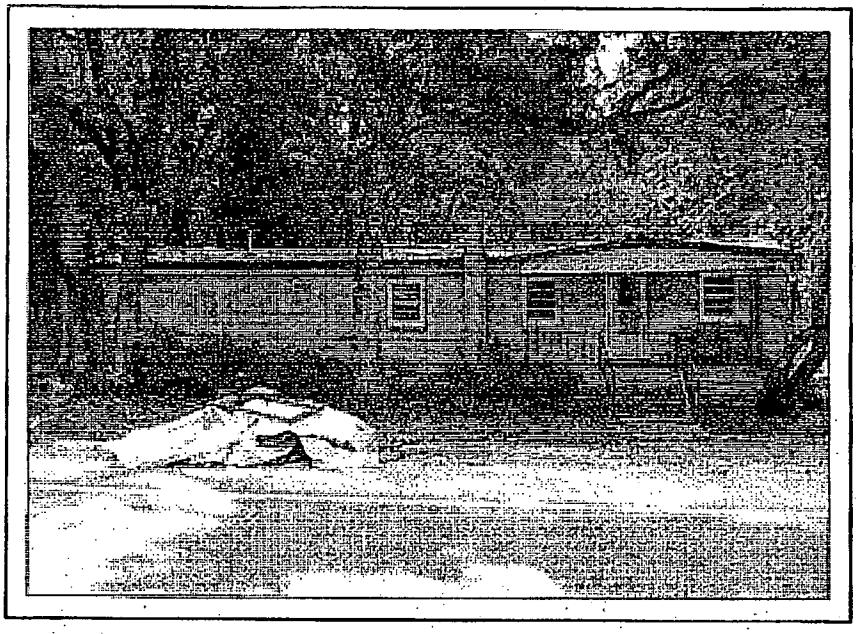
File No. 091218G



SUMMARY APPRAISAL REPORT

OF THE REAL PROPERTY LOCATED AT

8391 Winnsboro Road
Blythewood, SC 29016

for

South Carolina Bank & Trust
700 Gervais Street
Columbia, SC
29201

as of

09/17/2012

by

Eugene Garvin, Jr.
5 CALENDAR COURT STE 103
COLUMBIA, SC 29206

GARVIN APPRAISALS

ELECTRONICALLY FILED - 2018 Apr 20 4:55 PM - RICHLAND - COMMON PLEAS - CASE#2011CP400318

GARVIN APPRAISALS
5 CALENDAR COURT STE 103
COLUMBIA, SC 29206
803-779-4243

ELECTRONICALLY FILED - 2018 Apr 20 4:55 PM - RICHLAND - COMMON PLEAS - CASE#2011CP4006318

September 21, 2012

South Carolina Bank & Trust
700 Gervais Street
Columbia, SC
29201

Property -	8391 Winnsboro Road Blythewood, SC 29016
Borrower -	N/A
File No. -	091218G
Case No. -	

Dear :

In accordance with your request, I have prepared an appraisal of the real property located at 8391 Winnsboro Road, Blythewood, SC.

The purpose of the appraisal is to provide an opinion of the market value of the property described in the body of this report.

Enclosed, please find the Summary Report which describes certain data gathered during our investigation of the property. The methods of approach and reasoning in the valuation of the various physical and economic factors of the subject property are contained in this report.

An inspection of the property and a study of pertinent factors, including valuation trends and an analysis of neighborhood data, led the appraiser to the conclusion that the market value, as of 09/17/2012 is :

$16,000

The opinion of value expressed in this report is contingent upon the Limiting Conditions attached to this report.

It has been a pleasure to assist you. If I may be of further service to you in the future, please let me know.

Respectfully submitted,

GARVIN APPRAISALS

Eugene Garvin, Jr.
SC Certification #2746

Summary Appraisal Report

Manufactured Home Appraisal Report

File # 091218G

The purpose of this summary appraisal report is to provide the lender/client with an accurate, and adequately supported, opinion of the market value of the subject property.

SUBJECT

Property Address 8391 Winnsboro Road | City Blythewood | State SC | Zip Code 29016

Borrower N/A | Owner of Public Record SC Operating Room Equip. | County Richland

Legal Description Deed Book 1157, Page 3375

Assessor's Parcel # 10100-01-12 | Tax Year 2011 | R.E. Taxes $ 512

Neighborhood Name Blythewood | Map Reference Blythewood | Census Tract 102.00

Occupant [ ] Owner [ ] Tenant [X] Vacant | Project Type (if applicable) [ ] PUD [ ] Condominium [ ] Cooperative [ ] Other (describe)

Special Assessments $ N/A | HOA $ N/A [ ] per year [ ] per month

Property Rights Appraised [X] Fee Simple [ ] Leasehold [ ] Other (describe)

Assignment Type [ ] Purchase Transaction [ ] Refinance Transaction [X] Other (describe) Determine Market Value for Client

Lender/Client South Carolina Bank & Trust | Address 700 Gervais Street, Columbia, SC 29201

Is the subject property currently offered for sale or has it been offered for sale in the twelve months prior to the effective date of the appraisal? [ ] Yes [X] No

Report data source(s) used, offering price(s), and date(s). MLS

Manufactured homes located in either a condominium or cooperative project require the appraiser to inspect the project and complete the Project Information section of the Individual Condominium Unit Appraisal Report or the Individual Cooperative Interest Appraisal Report and attach it as an addendum to this report.

CONTRACT

I [ ] did [ ] did not analyze the contract for sale for the subject purchase transaction. Explain the results of the analysis of the contract for sale or why the analysis was not performed.

Contract Price$ | Date of Contract | Is the property seller the owner of public record? [ ] Yes [ ] No | Data Source(s)

Is there any financial assistance (loan charges, sale concessions, gift or downpayment assistance, etc.) to be paid by any party on behalf of the borrower? [ ] Yes [ ] No

If Yes, report the total dollar amount and describe the items to be paid.

I [ ] did [X] did not analyze the manufacturer's invoice. Explain the results of the analysis of the manufacturer's invoice or why the analysis was not performed.

Invoice not available

Retailer's Name (New Construction) N/A

NEIGHBORHOOD

Note: Race and the racial composition of the neighborhood are not appraisal factors.

Neighborhood Characteristics					Manufactured Housing Trends					Manufactured Housing			Present Land Use %	
Location	[ ] Urban	[ ] Suburban	[X] Rural		Property Values	[ ] Increasing	[X] Stable	[ ] Declining		PRICE	AGE		One-Unit	40.0 %
Built-Up	[ ] Over 75%	[X] 25-75%	[ ] Under 25%		Demand/Supply	[ ] Shortage	[X] In Balance	[ ] Over Supply		$(000)	(yrs)		2-4 Unit	%
Growth	[ ] Rapid	[ ] Stable	[X] Slow		Marketing Time	[ ] Under 3 mths	[ ] 3-6 mths	[X] Over 6 mths		15	Low	new	Multi-Family	%
Neighborhood Boundaries	to the north by Wildflower Road & Muller Road, east &									65	High	50	Commercial	5.0 %
south by I-20, and west by SC Hwy 260.										30	Pred.	20	Other	55.0 %

Neighborhood Description The subject property is located approximately 15 miles north of the downtown Columbia area off on the Winnsboro Road in northern Richland County. This area allows for average access to employment centers, shopping and schools. *** See Additional Comments ***

Market Conditions (including support for the above conclusions) Market conditions are currently attractive as interest rates remain at historical lows. Property values in the neighborhood appear to be stable. Supply and demand are in balance with typical exposure times being over six months. *** See Additional Comments ***

SITE

Dimensions unable to obtain dimensions (tax map incl) Area .27+-ac | Shape irregular | View residential/woods

Specific Zoning Classification RU | Zoning Description rural district manufactured homes allowed

Zoning Compliance [X] Legal [ ] Legal Nonconforming (Grandfathered Use) [ ] No Zoning [ ] Illegal (describe)

Is the highest and best use of the subject property as improved (or as proposed per plans and specifications) the present use? [X] Yes [ ] No If No, describe

Utilities	Public	Other (describe)		Public	Other (describe)		Off-site Improvements-Type	Public	Private
Electricity	X		Water		X well		Street asphalt	X	
Gas	X		Sanitary Sewer		X septic		Alley none		

FEMA Special Flood Hazard Area [ ] Yes [X] No | FEMA Flood Zone X | FEMA Map # 4501700050 G | FEMA Map Date 01/19/94

Are the utilities and off-site improvements typical for the market area? [X] Yes [ ] No If No, describe

Is the site size, shape and topography generally conforming to and acceptable in the market area? [X] Yes [ ] No If No, explain

Is there adequate vehicular access to the subject property? [X] Yes [ ] No If No, describe

Is the street properly maintained? [X] Yes [ ] No If No, describe

Are there any adverse site conditions or external factors (easements, encroachments, environmental conditions, land uses, etc.)? [ ] Yes [X] No If Yes, describe

However, your appraiser is not an environmental expert.

HUD DATA PLATE

The HUD Data Plate/Compliance Certificate is located on the interior of the subject and contains, among other things, the manufacturer's name, trade/model name, year manufactured and serial number. The HUD Certification Label is located on the exterior of each section of the home.

Is the HUD Data Plate/Compliance Certificate attached to the dwelling? [ ] Yes [X] No If Yes, identify the location. If No, provide the data source(s) for the HUD Data Plate/Compliance Certificate information. No HUD Data Plate/Compliance Certificate information available.

Is a HUD Certification Label attached to the exterior of each section of the dwelling? [ ] Yes [X] No If No, provide the data source(s) for the HUD Certification Label #'s

No HUD Data Plate/Compliance Certification Label #'s available.

Manufacturer's Serial #(s)/VIN #(s) Unknown

HUD Certification Label #(s) Unknown

Manufacturer's Name Unknown | Trade/Model Unknown | Date of Manufacture Unknown

Do the Wind, Roof Load, and Thermal Zones meet the minimum HUD requirements for the location of the subject property? [X] Yes [ ] No If No, explain

It is assumed that the subject property meets the HUD requirements for its location.

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Manufactured Home Appraisal Report

File # 091218G

IMPROVEMENTS

GENERAL DESCRIPTION		FOUNDATION		EXTERIOR DESCRIPTION materials/condition		INTERIOR materials/condition	
# of Units	X One / Additions	Poured Concrete / Concrete Runners		Siding	brick veneer/fair	Floors	laminate/vinyl/avg
# of Stories	X 1 / 2 / Other	X Block & Pier / Other-att. description		Exterior Walls	brick/masonite/fair	Walls	panel/drywall/avg
Design (Style)	single wide	Full Basement / Partial Basement		Roof Surface	metal/average	Trim/Finish	wood/avg
# of Sections	X 1 / 2 / 3	Basement Area	None sq. ft.	Gutters & Downspouts	none	Bath Floor	vinyl/fair
Other		Basement Finish	N/A %	Window Type	DH wood/metal/fair	Bath Wainscot	fibrlgs/fair
Type	X Det. / Att. / S-Det./End Unit	N Outside Entry/Exit	N Sump Pump	Storm Sash/Insulated	none	Car Storage	None
	X Existing / Proposed / Under Const.	Evidence of	N Infestation	Screens	partial/fair		X Driveway # of Cars 2
Year Built	1969 Effective Age (Yrs) 30	N Dampness	N Settlement	Doors	wood/fair	Driveway Surface	concrete/dirt
Attic	X None	Heating	X FWA / HWBB / Radiant	Amenities	/ WoodStove(s)#	Garage	# of Cars none
Drop Stair	/ Stairs	Other	Fuel gas	Fireplaces #	X Fence	Carport	# of Cars none
Floor	/ Scuttle	Cooling	X Central Air Conditioning	Patio/Deck	X Porch	Attached	/ Detached
Finished	/ Heated	Individual	/ Other	Pool	/ Other	Built-In	

Appliances / Refrigerator P Range/Oven / Dishwasher / Disposal / Microwave / Washer/Dryer / Other (describe)

Finished area above grade contains: 5 Rooms 3 Bedrooms 1 Bath(s) 920 Square Feet of Gross Living Area Above Grade

Describe any additions or modifications (decks, rooms, remodeling, etc.) The subject property appears to have originally been a single wide manufactured home that has been "bricked in" with a rear addition of two bedrooms & a hallway. The subject property has some panel walls. *** See Additional Comments ***

Installer's Name Unknown Date Installed Unknown Model year Unknown

Is the manufactured home attached to a permanent foundation system? X Yes / No If No, describe foundation system and the manner of attachment.

Have the towing hitch, wheels, and axles been removed? X Yes / No If No, explain.

Is the manufactured home permanently connected to a septic tank or sewage system and other utilities? X Yes / No If No, explain

Does the dwelling have sufficient gross living area and room dimensions to be acceptable to the market? X Yes / No If No, explain

Additional features (special energy efficient items, non-realty items, etc.) None

The appraiser must rate the quality of construction for the subject unit based on objective criteria (such as N.A.D.A. Manufactured Housing Appraisal Guide®, Marshall & Swift Residential Cost Handbook®, or other published cost service). The appraiser must also report the source used for this quality of construction rating determination.

Quality / Poor / Fair X Average / Good / Excellent Identify source of quality rating Marshall & Swift

Describe the condition of the property (including needed repairs, deterioration, renovations, remodeling, etc.). The subject property is considered to be in average to fair condition. The masonite portion of the exterior siding is deteriorating. At the time of the inspection and according to the owner, the HVAC system was not working and in need of repair. A free standing range was the only appliance in the kitchen. *** See Additional Comments ***

Are there any physical deficiencies or adverse conditions that affect the livability, soundness, or structural integrity of the property? / Yes X No If Yes, describe. However, your appraiser could conduct a head & shoulders inspection of the crawl space only. It appears the subject foundations is block & brick piers on a brick curtain wall. *** See Additional Comments ***

Does the property generally conform to the neighborhood (functional utility, style, condition, use, construction, etc.)? X Yes / No If No, describe

COST APPROACH

Provide adequate information for the lender/client to replicate the below cost figures and calculations.

Support for the opinion of site value (summary of comparable land sales or other methods for estimating site value) The site value was estimated from closed sales and active listings in the MLS and information obtained from the Tax Assessor's Web site. The Cost Approach is not required.

ESTIMATED / REPRODUCTION OR / REPLACEMENT COST NEW

Source of cost data | Effective date of cost data | Quality rating from cost service

OPINION OF SITE VALUE		$	Exterior Dimensions of the Subject Unit
Section One	Sq. ft. @ $	$	X = Sq. ft.
Section Two	Sq. ft. @ $	$	X = Sq. ft.
Section Three	Sq. ft. @ $	$	X = Sq. ft.
Section Four	Sq. ft. @ $	$	X = Sq. ft.
		$	Total Gross Living Area: Sq. ft.
		$	Other Data Identification
		$	N.A.D.A. Data Identification Info: Edition Mo: Yr:
	Sub-total:	$	MH State: Region: Size: ft. x ft.
	Cost Multiplier (if applicable):	X	Grey pg. White pg. Black SVS pg.
	Modified Sub-total:		15 years and older Conversion Chart pg. Yellow pg.
	Physical Depreciation or Condition Modifier:		Comments:
	Functional Obsolescence (not used for N.A.D.A.):		
	External Depreciation or State Location Modifier:		
	Delivery, Installation, and Setup (not used for N.A.D.A.):	$	
	Other Depreciated Site Improvements:	$	
	Market Value of Subject Site (as supported above):	$ 10,000	
	Indicated Value by Cost Approach	$	Estimated Remaining Economic Life (HUD and VA only) Years

Summary of Cost Approach N/A

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There are 2 comparable properties currently offered for sale in the subject neighborhood ranging in price from $ 34900 to $ 39900

There are 15 comparable sales in the subject neighborhood within the past twelve months ranging in sale price from $ 13000 to $ 40000

SALES COMPARISON APPROACH

FEATURE	SUBJECT	COMPARABLE SALE # 1		COMPARABLE SALE # 2		COMPARABLE SALE # 3	
Address	8391 Winnsboro Road Blythewood, SC 29016	303 Ashley Creek Drive Elgin, SC 29045		709 Big Fork Road Winnsboro, SC 29180		201 Robin Hood Road Elgin, SC 29045	
Proximity to Subject		16.33 miles E		6.26 miles NW		11.05 miles E	
Sale Price	$	$ 21,700		$ 16,000		$ 35,000	
Sale Price/Gross Liv. Area	$ sq. ft.	$ 23.48 sq. ft.		$ 13.99 sq. ft.		$ 31.11 sq. ft.	
Manufactured Home		[X] Yes [ ] No		[X] Yes [ ] No		[X] Yes [ ] No	
Data Source(s)		MLS/Tax Assessor		MLS/Tax Assessor		MLS/Tax Assessor	
Verification Source(s)		Appraiser		Appraiser		Appraiser	
VALUE ADJUSTMENTS	DESCRIPTION	DESCRIPTION	+(-)$ Adjustment	DESCRIPTION	+(-)$ Adjustment	DESCRIPTION	+(-)$ Adjustment
Sale or Financing Concessions		cash no concessions		cash no concessions		unknown unknown	
Date of Sale/Time		06/18/12 closed		09/14/12 closed		02/08/12 closed	
Location	rural	rural		rural		rural	
Leasehold/Fee Simple	fee simple	fee simple		fee simple		fee simple	
Site	.27+-ac	1.04+-ac		1+-ac		1.31+-ac	-2,500
View	resident/woods	woods		resident/woods		resident/woods	
Design (Style)	manufactured	manufactured		manufactured		manufactured	
Quality of Construction	average	average		average		average	
Actual Age	43	20		15		15	
Condition	fair-average	avcrage	-3,000	fair-average		average	-3,000
Above Grade Room Count (Total / Bdrms. / Baths)	5 / 3 / 1	5 / 2 / 2	-3,000	5 / 3 / 2	-3,000	5 / 2 / 2	-3,000
Gross Living Area	920 sq. ft.	924 sq. ft.		1,144 sq. ft.	-4,500	1,125 sq. ft.	-4,100
Basement & Finished Rooms Below Grade	none	none		none		none	
Functional Utility	good	good		good		good	
Heating/Cooling	central	central		none	+2,500	fwa/win units	+2,500
Energy Efficient Items	none	none		none		none	
Garage/Carport	none	none		single carport	-1,000	det dbl garage	-1,500
Porch/Patio/Deck	cpor	deck	+1,000	cpor		deck	+1,000
	no f/p	no f/p		one f/p	-1,000	one f/p	-1,000
Net Adjustment (Total)		[ ] + [X] -	$ -5,000	[ ] + [X] -	$ -7,000	[ ] + [X] -	$ -11,600
Adjusted Sale Price of Comparables		Net Adj. 23.04% Gross Adj. 32.26%	$ 16,700	Net Adj. 43.75% Gross Adj. 75.00%	$ 9,000	Net Adj. 33.14% Gross Adj. 53.14%	$ 23,400

I [X] did [ ] did not research the sale or transfer history of the subject property and comparable sales. If not, explain

My research [X] did [ ] did not reveal any prior sales or transfers of the subject property for the three years prior to the effective date of this appraisal.

Data Source(s) bank source/Masters Report

My research [X] did [ ] did not reveal any prior sales or transfers of the comparable sales for the prior year to the date of sale of the comparable sale.

Data Source(s) Tax Assessor

Report the results of the research and analysis of the prior sale or transfer history of the subject property and comparable sales (report additional prior sales on page 4).

ITEM	SUBJECT	COMPARABLE SALE # 1	COMPARABLE SALE # 2	COMPARABLE SALE # 3
Date of Prior Sale/Transfer	08/08/2012	12/05/2011		02/08/12
Price of Prior Sale/Transfer	10,501	50,000		26,000
Data Source(s)	Masters Report	tax assessor/MLS	tax assessor/MLS	tax assessor/MLS
Effective Date of Data Source(s)	09/21/2012	09/21/2012	09/21/2012	09/21/2012

Analysis of prior sale or transfer history of the subject property and comparable sales The subject property and comp one were foreclosure sales as shown above. According to the MLS, comp three was an estate sale as shown above. According to the tax assessor's office there were no other prior sales of the subject property within the previous 36 months and no prior sales on comp two within the previous 12 months from the sales date posted above.

Summary of Sales Comparison Approach All three comps are manufactured homes in similar settings as the subject. Based on information obtained from the tax assessor's office a slight adjustment is made for comp three under the "site" item. According to the comments and interior photos posted in the MLS, comps one & three differ slightly as to "condition". Comp three is dated. All three comps exceed the proximity guidelines and the adjustments for all three comps are excessive. This is typical & unavoidable when appraising manufactured homes in this type of rural setting in northern Richland County due to a lack of recent sales in the immediate neighborhood. For valuation purposes, the use of all three comps to determine market value is warranted. *** See Additional Comments ***

Indicated Value by Sales Comparison Approach $ 16,000

RECONCILIATION

Indicated Value by: Sales Comparison Approach $ 16,000 Cost Approach $ Not Required Income Approach (If developed) $ N/A

This appraisal is made [ ] "as is," [ ] subject to completion per plans and specifications on the basis of a hypothetical condition that the improvements have been completed, [X] subject to the following repairs or alterations on the basis of a hypothetical condition that the repairs or alterations have been completed, or [ ] subject to the following required inspection based on the extraordinary assumption that the condition or deficiency does not require alteration or repair. subject to the HVAC system being repaired and becoming operational.

Based on a complete visual inspection of the interior and exterior areas of the subject property, defined scope of work, statement of assumptions and limiting conditions, and appraiser's certification, my (our) opinion of the market value, as defined, of the real property that is the subject of this report is $ 16,000 as of 09/17/2012 which is the date of inspection and the effective date of this appraisal.

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ADDITIONAL COMMENTS

This appraisal report is not intended to be used for insurance purposes. I have performed no other services, as an appraiser or in any other capacity, regarding the property that is the subject of the work under review within the three year period immediately preceding acceptance of this assignment. This report has been electronically prepared in compliance with the USPAP Guidelines which included a digital signature and adequate security measures in place to protect the integrity of the data produced by the appraiser. There is no personal property included in the value opinion of the subject property.

INCOME

INCOME APPROACH TO VALUE (not required by Fannie Mae.)

Estimated Monthly Market Rent $ ____ X Gross Rent Multiplier ____ = $ ____ Indicated Value by Income Approach

Summary of Income Approach (including support for market rent and GRM) N/A

PUD INFORMATION

PROJECT INFORMATION FOR PUDs (if applicable)

Is the developer/builder in control of the Homeowners' Association (HOA)? ☐ Yes ☐ No Unit type(s) ☐ Detached ☐ Attached

Provide the following information for PUDs ONLY if the developer/builder is in control of the HOA and the subject property is an attached dwelling unit.

Legal name of project N/A

Total number of phases	Total number of units	Total number of units sold
Total number of units rented	Total number of units for sale	Data Source(s)

Was the project created by the conversion of existing building(s) into a PUD? ☐ Yes ☐ No If Yes, date of conversion

Does the project contain any multi-dwelling units? ☐ Yes ☐ No Data Source(s)

Are the units, common elements, and recreation facilities complete? ☐ Yes ☐ No If No, describe the status of completion.

Are the common elements leased to or by the Homeowners' Association? ☐ Yes ☐ No If Yes, describe the rental terms and options.

Describe common elements and recreational facilities.

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ADDITIONAL COMMENTS

Borrower or Owner N/A
Property Address 8391 Winnsboro Road
City Blythewood County Richland State SC Zip Code 29016
Lender or Client South Carolina Bank & Trust

SCOPE OF THE APPRAISAL
The Owner of Public Record is the South Carolina Operating Room Equipment, LLC.

NEIGHBORHOOD DESCRIPTION
There is a variety of properties in the general neighborhood including manufactured homes, bungalow residential properties, custom built medium to large homes on multiple acre sites, commercial properties and vacant land. Overall marketability and acceptance for this area is average. The subject property is considered to be on the fringe of the popular Blythewood community.

MARKET CONDITIONS
Homes in the neighborhood are typically financed with VA, FHA and conventional loans with the buyer and seller negotiating closing costs. The exposure time is the estimated length of time that the property interest being appraised would have been offered on the market prior to the hypothetical consummation of a sale at market value on the effective date of the appraisal. Exposure time is a retrospective opinion based on an anyalysis of past events assuming competitive and open market. The 55% "Other" under the Percent Land Use section above is vacant land.

ADDITIONS / MODIFICATIONS TO SUBJECT
6.5' to 7' ceilings, no attic access found by your appraiser, and block pier foundation. These are all characteristics of a manufactured home. The Richland County Tax Assessor's office indicates the "County Use Code" as Mobile Home and the "Universal Lane Use" as Mobile Home. Therefore, your appraiser is making the assumption that the subject property is a modified manufactured home.

CONDITION OF PROPERTY
There is some type of heating device located in the living room. It is not known if this is a supplemental heating device or if it is operational. The current owner did not know what this was or if it was operational. The power was on and water was on. It appears at one time there was a detached double carport adjacent to the dwelling; however the roof has been removed and the area is now a double car parking pad. Overall quality of construction is considered to be average. There is no functional obsolesence noted. There is a slight degree of external obsolesence due to the subject location on a heavily traveled major road. Physical depreciation is typical of properties of similar age, maintenance and quality of construction.

LIVABILITY, SOUNDESS, STRUCTURAL INTEGRITY
Your appraiser cannot certify to the soundness of the foundation.

SUMMARY OF SALES COMPARISON APPROACH
A final value opinion of $16,000 is within market range. The Intended User of this appraisal report is the Client. The Intended Use is to evaluate the property that is the subject of this appraisal for bank purposes, subject to the stated Scope of Work, purpose of the appraisal, reporting requirements of the appraisal form, and Definition of Market Value. No additional Users are identified by the appraiser.

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This report form is designed to report an appraisal of a one-unit manufactured home; including a manufactured home in a planned unit development (PUD). A Manufactured home located in either a condominium or cooperative project requires the appraiser to inspect the project and complete the project information section of the Individual Condominium Unit Appraisal Report or the Individual Cooperative Interest Appraisal Report and attach it as an addendum to this report.

This appraisal report is subject to the following scope of work, intended use, intended user, definition of market value, statement of assumptions and limiting conditions, and certifications. Modifications, additions, or deletions to the intended use, intended user, definition of market value, or assumptions and limiting conditions are not permitted. The appraiser may expand the scope of work to include any additional research or analysis necessary based on the complexity of this appraisal assignment. Modifications or deletions to the certifications are also not permitted. However, additional certifications that do not constitute material alterations to this appraisal report, such as those required by law or those related to the appraiser's continuing education or membership in an appraisal organization, are permitted.

SCOPE OF WORK: The scope of work for this appraisal is defined by the complexity of this appraisal assignment and the reporting requirements of this appraisal report form, including the following definition of market value, statement of assumptions and limiting conditions, and certifications. The appraiser must, at a minimum: (1) perform a complete visual inspection of the interior and exterior areas of the subject property, (2) inspect the neighborhood, (3) inspect each of the comparable sales from at least the street, (4) research, verify, and analyze data from reliable public and/or private sources, and (5) report his or her analysis, opinions, and conclusions in this appraisal report.

INTENDED USE: The intended use of this appraisal report is for the lender/client to evaluate the property that is the subject of this appraisal for a mortgage finance transaction.

INTENDED USER: The intended user of this appraisal report is the lender/client.

DEFINITION OF MARKET VALUE: The most probable price which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller, each acting prudently, knowledgeably and assuming the price is not affected by undue stimulus. Implicit in this definition is the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby: (1) buyer and seller are typically motivated; (2) both parties are well informed or well advised, and each acting in what he or she considers his or her own best interest; (3) a reasonable time is allowed for exposure in the open market; (4) payment is made in terms of cash in U. S. dollars or in terms of financial arrangements comparable thereto; and (5) the price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions* granted by anyone associated with the sale.

*Adjustments to the comparables must be made for special or creative financing or sales concessions. No adjustments are necessary for those costs which are normally paid by sellers as a result of tradition or law in a market area; these costs are readily identifiable since the seller pays these costs in virtually all sales transactions. Special or creative financing adjustments can be made to the comparable property by comparisons to financing terms offered by a third party institutional lender that is not already involved in the property or transaction. Any adjustment should not be calculated on a mechanical dollar for dollar cost of the financing or concession but the dollar amount of any adjustment should approximate the market's reaction to the financing or concessions based on the appraiser's judgment.

STATEMENT OF ASSUMPTIONS AND LIMITING CONDITIONS: The appraiser's certification in this report is subject to the following assumptions and limiting conditions:

1. The appraiser will not be responsible for matters of a legal nature that affect either the property being appraised or the title to it, except for information that he or she became aware of during the research involved in performing this appraisal. The appraiser assumes that the title is good and marketable and will not render any opinions about the title.

2. The appraiser has provided a sketch in this appraisal report to show approximate dimensions of the improvements. The sketch is included only to assist the reader in visualizing the property and understanding the appraiser's determination of its size.

3. The appraiser has examined the available flood maps that are provided by the Federal Emergency Management Agency (or other data sources) and has noted in this appraisal report whether any portion of the subject site is located in an identified Special Flood Hazard Area. Because the appraiser is not a surveyor, he or she makes no guarantees, express or implied, regarding this determination.

4. The appraiser will not give testimony or appear in court because he or she made an appraisal of the property in question, unless specific arrangements to do so have been made beforehand, or as otherwise required by law.

5. The appraiser has noted in this appraisal report any adverse conditions (such as needed repairs, deterioration, the presence of hazardous wastes, toxic substances, etc.) observed during the inspection of the subject property or that he or she became aware of during the research involved in performing this appraisal. Unless otherwise stated in this appraisal report, the appraiser has no knowledge of any hidden or unapparent physical deficiencies or adverse conditions of the property (such as, but not limited to, needed repairs, deterioration, the presence of hazardous wastes, toxic substances, adverse environmental conditions, etc.) that would make the property less valuable, and has assumed that there are no such conditions and makes no guarantees or warranties, express or implied. The appraiser will not be responsible for any such conditions that do exist or for any engineering or testing that might be required to discover whether such conditions exist. Because the appraiser is not an expert in the field of environmental hazards, this appraisal report must not be considered as an environmental assessment of the property.

6. The appraiser has based his or her appraisal report and valuation conclusion for an appraisal that is subject to satisfactory completion, repairs, or alterations on the assumption that the completion, repairs, or alterations of the subject property will be performed in a professional manner.

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APPRAISER'S CERTIFICATION: The Appraiser certifies and agrees that:

1. I have, at a minimum, developed and reported this appraisal in accordance with the scope of work requirements stated in this appraisal report.

2. I performed a complete visual inspection of the interior and exterior areas of the subject property. I reported the condition of the improvements in factual, specific terms. I identified and reported the physical deficiencies that could affect the livability, soundness, or structural integrity of the property.

3. I performed this appraisal in accordance with the requirements of the Uniform Standards of Professional Appraisal Practice that were adopted and promulgated by the Appraisal Standards Board of The Appraisal Foundation and that were in place at the time this appraisal report was prepared.

4. I developed my opinion of the market value of the real property that is the subject of this report based on the sales comparison approach to value. I also developed the cost approach to value as support for the sales comparison approach. I have adequate comparable market and cost data to develop reliable sales comparison and cost approaches for this appraisal assignment. I further certify that I considered the income approach to value but did not develop it, unless otherwise indicated in this report.

5. I researched, verified, analyzed, and reported on any current agreement for sale for the subject property, any offering for sale of the subject property in the twelve months prior to the effective date of this appraisal, and the prior sales of the subject property for a minimum of three years prior to the effective date of this appraisal, unless otherwise indicated in this report.

6. I researched, verified, analyzed, and reported on the prior sales of the comparable sales for a minimum of one year prior to the date of sale of the comparable sale, unless otherwise indicated in this report.

7. I selected and used comparable sales that are locationally, physically, and functionally the most similar to the subject property.

8. I have not used comparable sales that were the result of combining a land sale with the contract purchase price of a home that has been built or will be built on the land.

9. I have reported adjustments to the comparable sales that reflect the market's reaction to the differences between the subject property and the comparable sales.

10. I verified, from a disinterested source, all information in this report that was provided by parties who have a financial interest in the sale or financing of the subject property.

11. I have knowledge and experience in appraising this type of property in this market area.

12. I am aware of, and have access to, the necessary and appropriate public and private data sources, such as multiple listing services, tax assessment records, public land records and other such data sources for the area in which the property is located.

13. I obtained the information, estimates, and opinions furnished by other parties and expressed in this appraisal report from reliable sources that I believe to be true and correct.

14. I have taken into consideration the factors that have an impact on value with respect to the subject neighborhood, subject property, and the proximity of the subject property to adverse influences in the development of my opinion of market value. I have noted in this appraisal report any adverse conditions (such as, but not limited to, needed repairs, deterioration, the presence of hazardous wastes, toxic substances, adverse environmental conditions, etc.) observed during the inspection of the subject property or that I became aware of during the research involved in performing this appraisal. I have considered these adverse conditions in my analysis of the property value, and have reported on the effect of the conditions on the value and marketability of the subject property.

15. I have not knowingly withheld any significant information from this appraisal report and, to the best of my knowledge, all statements and information in this appraisal report are true and correct.

16. I stated in this appraisal report my own personal, unbiased, and professional analysis, opinions, and conclusions, which are subject only to the assumptions and limiting conditions in this appraisal report.

17. I have no present or prospective interest in the property that is the subject of this report, and I have no present or prospective personal interest or bias with respect to the participants in the transaction. I did not base, either partially or completely, my analysis and/or opinion of market value in this appraisal report on the race, color, religion, sex, age, marital status, handicap, familial status, or national origin of either the prospective owners or occupants of the subject property or of the present owners or occupants of the properties in the vicinity of the subject property or on any other basis prohibited by law.

18. My employment and/or compensation for performing this appraisal or any future or anticipated appraisals was not conditioned on any agreement or understanding, written or otherwise, that I would report (or present analysis supporting) a predetermined specific value, a predetermined minimum value, a range or direction in value, a value that favors the cause of any party, or the attainment of a specific result or occurrence of a specific subsequent event (such as approval of a pending mortgageloanapplication).

19. I personally prepared all conclusions and opinions about the real estate that were set forth in this appraisal report. If I relied on significant real property appraisal assistance from any individual or individuals in the performance of this appraisal or the preparation of this appraisal report, I have named such individual(s) and disclosed the specific tasks performed in this appraisal report. I certify that any individual so named is qualified to perform the tasks. I have not authorized anyone to make a change to any item in this appraisal report; therefore, any change made to this appraisal is unauthorized and I will take no responsibility for it.

20. I identified the lender/client in this appraisal report who is the individual, organization, or agent for the organization that ordered and will receive this appraisal report.

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21. The lender/client may disclose or distribute this appraisal report to: the borrower; another lender at the request of the borrower; the mortgagee or its successors and assigns; mortgage insurers; government sponsored enterprises; other secondary market participants; data collection or reporting services; professional appraisal organizations; any department, agency, or instrumentality of the United States; and any state, the District of Columbia, or other jurisdictions; without having to obtain the appraiser's or supervisory appraiser's (if applicable) consent. Such consent must be obtained before this appraisal report may be disclosed or distributed to any other party (including, but not limited to, the public through advertising, public relations, news, sales, or other media).

22. I am aware that any disclosure or distribution of this appraisal report by me or the lender/client may be subject to certain laws and regulations. Further, I am also subject to the provisions of the Uniform Standards of Professional Appraisal Practice that pertain to disclosure or distribution by me.

23. The borrower, another lender at the request of the borrower, the mortgagee or its successors and assigns, mortgage insurers, government sponsored enterprises, and other secondary market participants may rely on this appraisal report as part of any mortgage finance transaction that involves any one or more of these parties.

24. If this appraisal report was transmitted as an "electronic record" containing my "electronic signature," as those terms are defined in applicable federal and/or state laws (excluding audio and video recordings), or a facsimile transmission of this appraisal report containing a copy or representation of my signature, the appraisal report shall be as effective, enforceable and valid as if a paper version of this appraisal report were delivered containing my original hand written signature.

25. Any intentional or negligent misrepresentation(s) contained in this appraisal report may result in civil liability and/or criminal penalties including, but not limited to, fine or imprisonment or both under the provisions of Title 18, United States Code, Section 1001, et seq., or similar state laws.

SUPERVISORY APPRAISER'S CERTIFICATION: The Supervisory Appraiser certifies and agrees that:

1. I directly supervised the appraiser for this appraisal assignment, have read the appraisal report, and agree with the appraiser's analysis, opinions, statements, conclusions, and the appraiser's certification.

2. I accept full responsibility for the contents of this appraisal report including, but not limited to, the appraiser's analysis, opinions, statements, conclusions, and the appraiser's certification.

3. The appraiser identified in this appraisal report is either a sub-contractor or an employee of the supervisory appraiser (or the appraisal firm), is qualified to perform this appraisal, and is acceptable to perform this appraisal under the applicable state law.

4. This appraisal report complies with the Uniform Standards of Professional Appraisal Practice that were adopted and promulgated by the Appraisal Standards Board of The Appraisal Foundation and that were in place at the time this appraisal report was prepared.

5. If this appraisal report was transmitted as an "electronic record" containing my "electronic signature," as those terms are defined in applicable federal and/or state laws (excluding audio and video recordings), or a facsimile transmission of this appraisal report containing a copy or representation of my signature, the appraisal report shall be as effective, enforceable and valid as if a paper version of this appraisal report were delivered containing my original hand written signature.

APPRAISER

Signature _____
Name Eugene Garvin, Jr.
Company Name GARVIN APPRAISALS
Company Address 5 CALENDAR COURT STE 103
COLUMBIA, SC 29206
Telephone Number 803-779-4243
Email Address ecgarvin@garvinappraisals.com
Date of Signature and Report September 21, 2012
Effective Date of Appraisal 09/17/2012
State Certification # 2746
or State License # _____
or Other _____
State SC
Expiration Date of Certification or License 06/30/2014

ADDRESS OF PROPERTY APPRAISED
8391 Winnsboro Road
Blythewood, SC 29016

APPRAISED VALUE OF SUBJECT PROPERTY $ 16,000

LENDER/CLIENT
Name _____
Company Name South Carolina Bank & Trust
Company Address 700 Gervais Street, Columbia, SC 29201
Email Address _____

SUPERVISORY APPRAISER (ONLY IF REQUIRED)

Signature _____
Name _____
Company Name _____
Company Address _____
Telephone Number _____
Email Address _____
Date of Signature _____
State Certification # _____
or State License # _____
State _____
Expiration Date of Certification or License _____

SUBJECT PROPERTY

☐ Did not inspect subject property
☐ Did inspect exterior of subject property from street
Date of Inspection _____
☐ Did inspect interior and exterior of subject property
Date of Inspection _____

COMPARABLE SALES

☐ Did not inspect exterior of comparable sales from street
☐ Did inspect exterior of comparable sales from street
Date of Inspection _____

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Market Conditions Addendum to the Appraisal Report File No. 091218G

The purpose of this addendum is to provide the lender/client with a clear and accurate understanding of the market trends and conditions prevalent in the subject neighborhood. This is a required addendum for all appraisal reports with an effective date on or after April 1, 2009.

Property Address 8391 Winnsboro Road City Blythewood State SC ZIP Code 29016

Borrower N/A

Instructions: The appraiser must use the information required on this form as the basis for his/her conclusions, and must provide support for those conclusions, regarding housing trends and overall market conditions as reported in the Neighborhood section of the appraisal report form. The appraiser must fill in all the information to the extent it is available and reliable and must provide analysis as indicated below. If any required data is unavailable or is considered unreliable, the appraiser must provide an explanation. It is recognized that not all data sources will be able to provide data for the shaded areas below; if it is available, however, the appraiser must include the data in the analysis. If data sources provide the required information as an average instead of the median, the appraiser should report the available figure and identify it as an average. Sales and listings must be properties that compete with the subject property, determined by applying the criteria that would be used by a prospective buyer of the subject property. The appraiser must explain any anomalies in the data, such as seasonal markets, new construction, foreclosures, etc.

MARKET RESEARCH & ANALYSIS

Inventory Analysis	Prior 7-12 Months	Prior 4-6 Months	Current - 3 Months	Overall Trend
Total # of Comparable Sales (Settled)	5	7	3	Increasing / X Stable / Declining
Absorption Rate (Total Sales/Months)	0.83	2.33	1.00	Increasing / X Stable / Declining
Total # of Comparable Active Listings	4	2	2	Declining / X Stable / Increasing
Months of Housing Supply (Total Listings/Ab.Rate)	4.80	0.86	2.00	Declining / X Stable / Increasing
Median Sale & List Price, DOM, Sale/List %	Prior 7-12 Months	Prior 4-6 Months	Current - 3 Months	Overall Trend
Median Comparable Sale Price	$26,000	$32,500	$25,000	Increasing / X Stable / Declining
Median Comparable Sales Days on Market	54	54	20	X Declining / Stable / Increasing
Median Comparable List Price	$33,950	$22,450	$37,400	Increasing / X Stable / Declining
Median Comparable Listings Days on Market	63.5	51.5	64	Declining / X Stable / Increasing
Median Sale Price as % of List Price	94.59%	90.26%	90.12%	Increasing / X Stable / Declining
Seller-(developer, builder, etc.) paid financial assistance prevalent?	X Yes / No			Declining / X Stable / Increasing

Explain in detail the seller concessions trends for the past 12 months (e.g., seller contributions increased from 3% to 5%, increasing use of buydowns, closing costs, condo fees, options, etc.). Seller concessions are typical for this neighborhood and that trend has held steady for the previous 12 months. It does not appear that these concessions are increasing, but as always they are negotiated by the seller & borrower.

Are foreclosure sales (REO sales) a factor in the market? X Yes / No If yes, explain (including the trends in listings and sales of foreclosed properties).
Foreclosure sales do occur in this particular market. In the past they were purchased by investors who would repair or renovate the properties and place them back on the market at competitive prices. However with the banks now reluctant to make investor loans they are directly listing REO and often accepting below market offers.

Cite data sources for above information. tax assessor's office/MLS/appraiser's office data

Summarize the above information as support for your conclusions in the Neighborhood section of the appraisal report form. If you used any additional information, such as an analysis of pending sales and/or expired and withdrawn listings, to formulate your conclusions, provide both an explanation and support for your conclusions.
The above data supports the information in the Neighborhood section of the appraisal report. There has been a slowdown of sales in the general area due to the current economic conditions. Due to limited sales, it is difficult to determine if any significant trends have been established.

CONDO/COOP PROJECTS

If the subject is a unit in a condominium or cooperative project, complete the following: Project Name:

Subject Project Data	Prior 7-12 Months	Prior 4-6 Months	Current - 3 Months	Overall Trend
Total # of Comparable Sales (Settled)				Increasing / Stable / Declining
Absorption Rate (Total Sales/Months)				Increasing / Stable / Declining
Total # of Active Comparable Listings				Declining / Stable / Increasing
Months of Unit Supply (Total Listings/Ab. Rate)				Declining / Stable / Increasing

Are foreclosure sales (REO sales) a factor in the project? Yes / No If yes, indicate the number of REO listings and explain the trends in listings and sales of foreclosed properties.

Summarize the above trends and address the impact on the subject unit and project.

APPRAISER

Signature	Signature
Appraiser Name Eugene Garvin, Jr.	Appraiser Name
Company Name GARVIN APPRAISALS	Company Name
Company Address 5 CALENDAR COURT STE 103, COLUMBIA, SC 29206	Company Address
State License/Certification # 2746 State SC	State License/Certification # State
Email Address ecgarvin@garvinappraisals.com	Email Address

860

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File No. 091218G

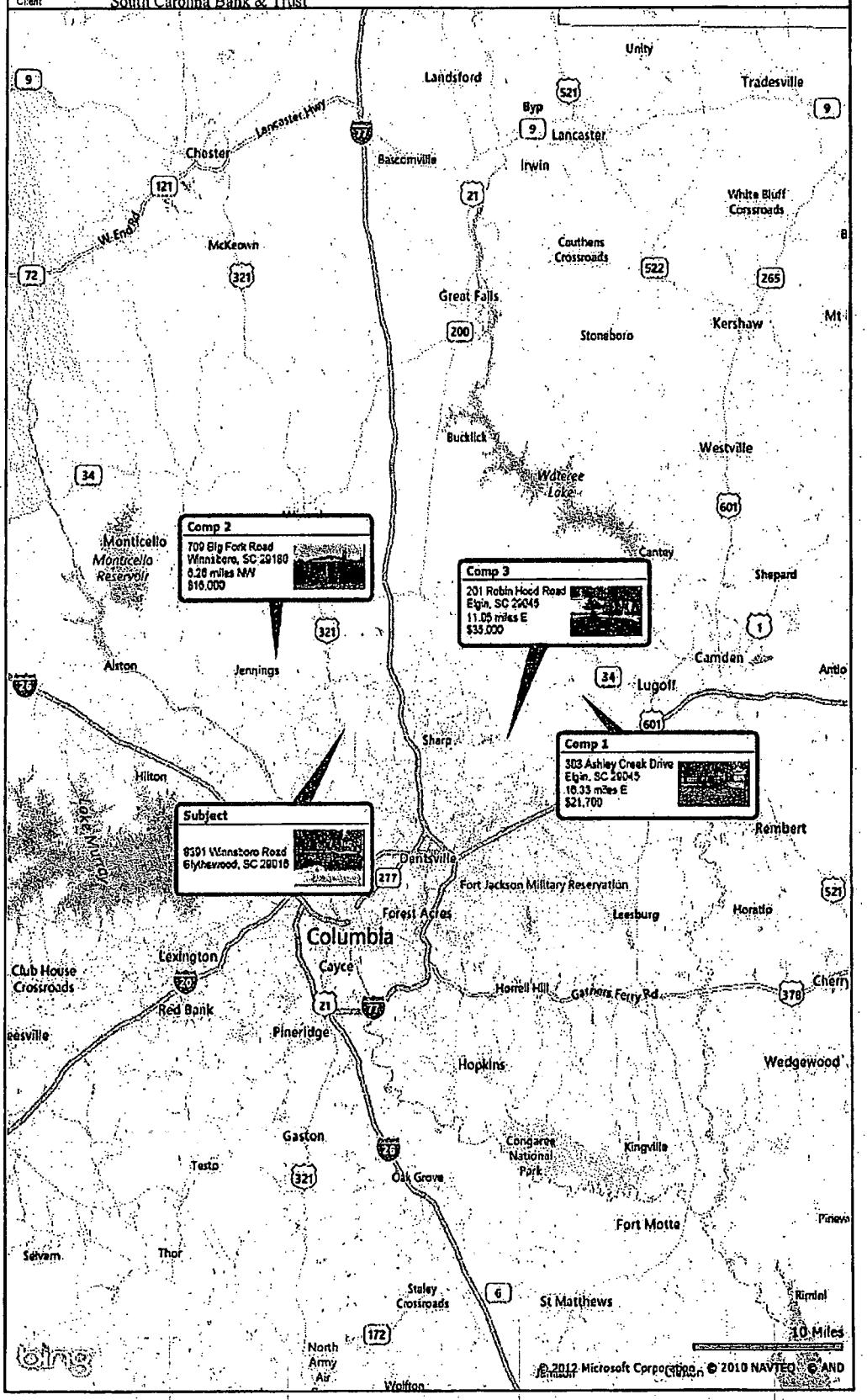
Location Map

Borrower or Owner N/A

Property Address 8391 Winnsboro Road

City Blythewood County Richland State SC Zip Code 29016

Client South Carolina Bank & Trust



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File No. 091218G

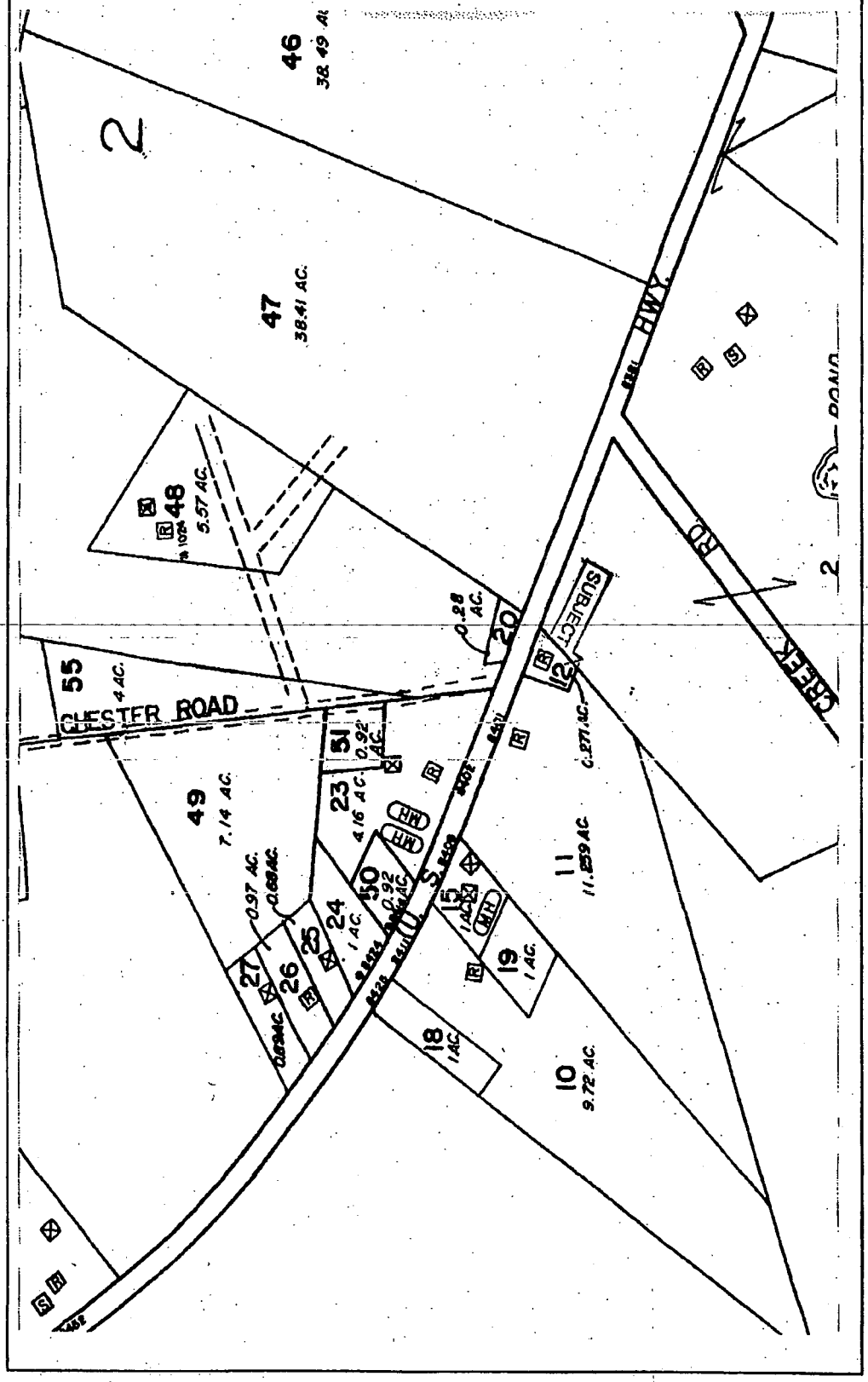
SITE PLAN

Borrower or Owner N/A

Property Address 8391 Winnsboro Road

City Blythewood County Richland State SC Zip Code 29016

Client South Carolina Bank & Trust



GARVIN APPRAISALS

862

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File No. 091218G

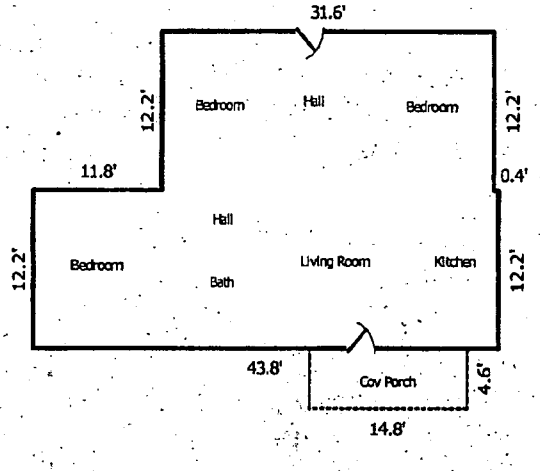
SKETCH ADDENDUM

Borrower or Owner N/A

Property Address 8391 Winnsboro Road

City Blythewood County Richland State SC Zip Code 29016

Client South Carolina Bank & Trust



Sketch by Apex Medina™

Comments:

AREA CALCULATIONS SUMMARY

Code	Description	Net Size	Net Totals
GLA1	First Floor	919.9	919.9
P/P	Cov Porch	68.1	68.1
Net LIVABLE Area		(rounded)	920

LIVING AREA BREAKDOWN

Breakdown			Subtotals
First Floor			
12.2	x	31.6	385.5
43.8	x	12.2	534.4
2 Items		(rounded)	920

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File No. 091218G

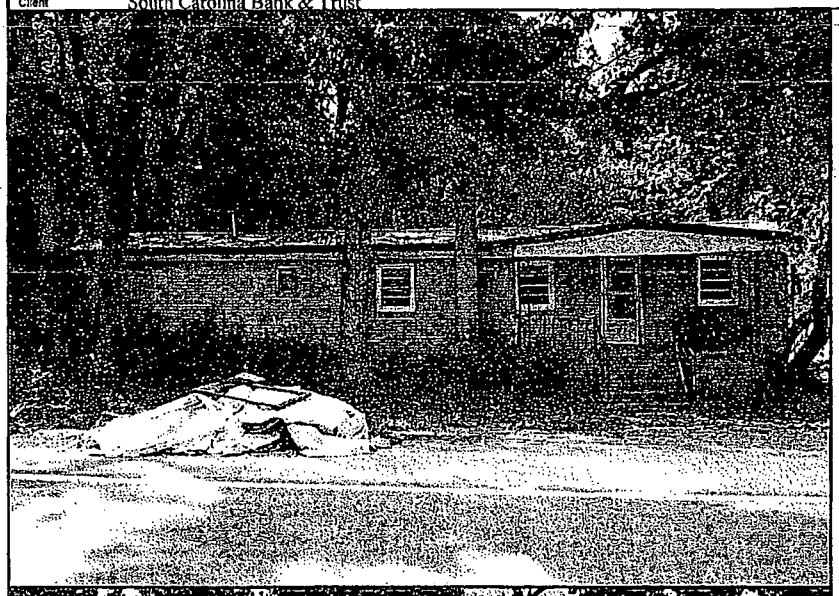
PHOTOGRAPH ADDENDUM

Borrower or Owner N/A

Property Address 8391 Winnsboro Road

City Blythewood County Richland State SC Zip Code 29016

Client South Carolina Bank & Trust



FRONT VIEW OF SUBJECT PROPERTY

REAR VIEW OF SUBJECT PROPERTY

STREET SCENE OF SUBJECT PROPERTY

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File No. 091218G

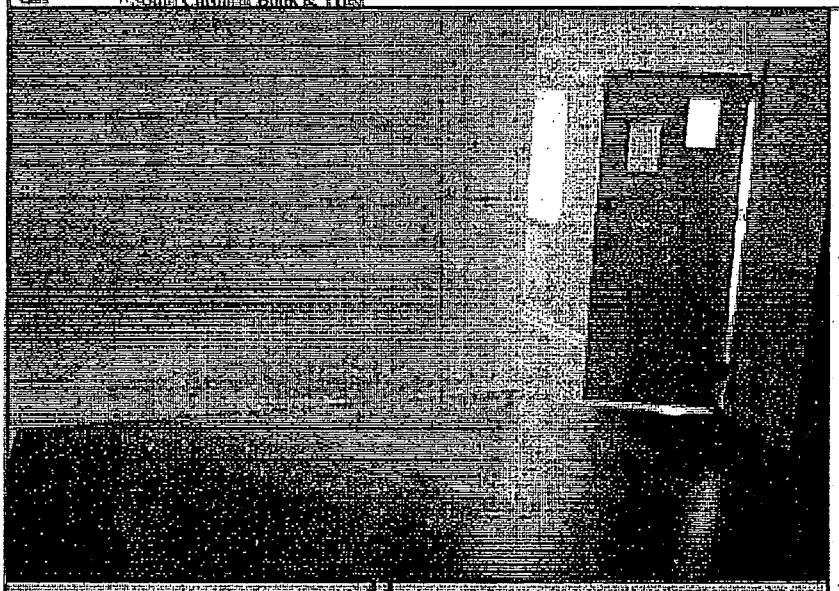
PHOTOGRAPH ADDENDUM

Borrower or Owner: N/A

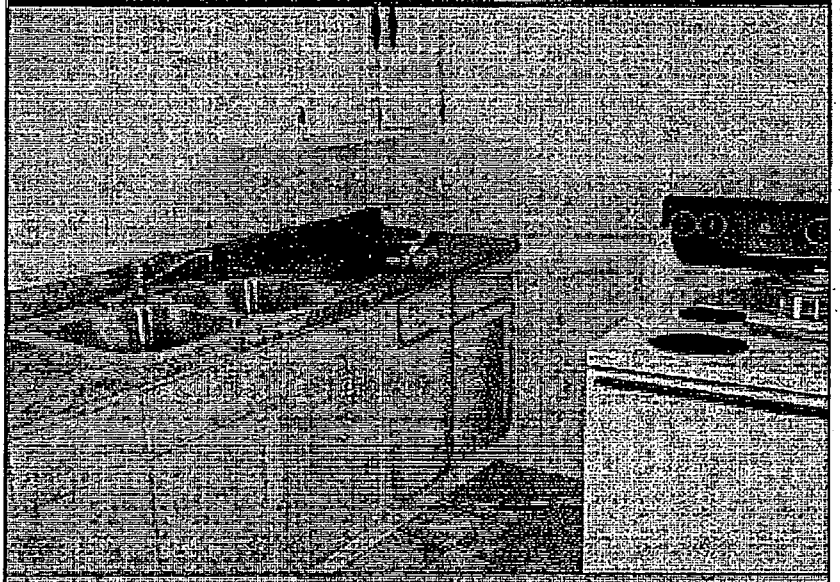
Property Address: 8391 Winnsboro Road

City: Blythewood County: Richland State: SC Zip Code: 29016

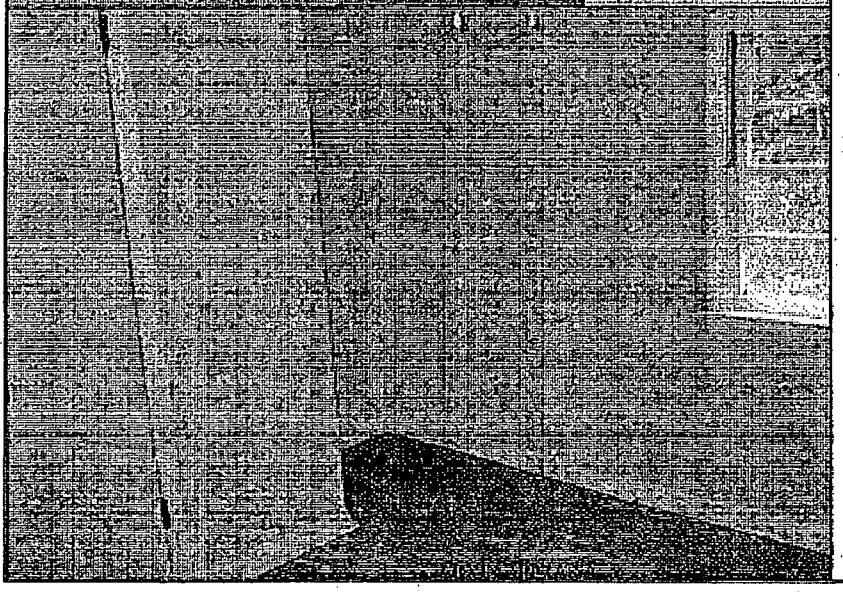
Client: South Carolina Bank & Trust



8391 Winnsboro Road
LIVING ROOM



8391 Winnsboro Road
KITCHEN



8391 Winnsboro Road
BEDROOM

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File No. 0912180

PHOTOGRAPH ADDENDUM

Borrower or Owner: N/A
Property Address: 8391 Winnsboro Road
City: Blythewood County: Richland State: SC Zip Code: 29016
Lender or Client: South Carolina Bank & Trust

8391 Winnsboro Road
BEDROOM

8391 Winnsboro Road
BEDROOM

8391 Winnsboro Road
BATH

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File No. 091218G

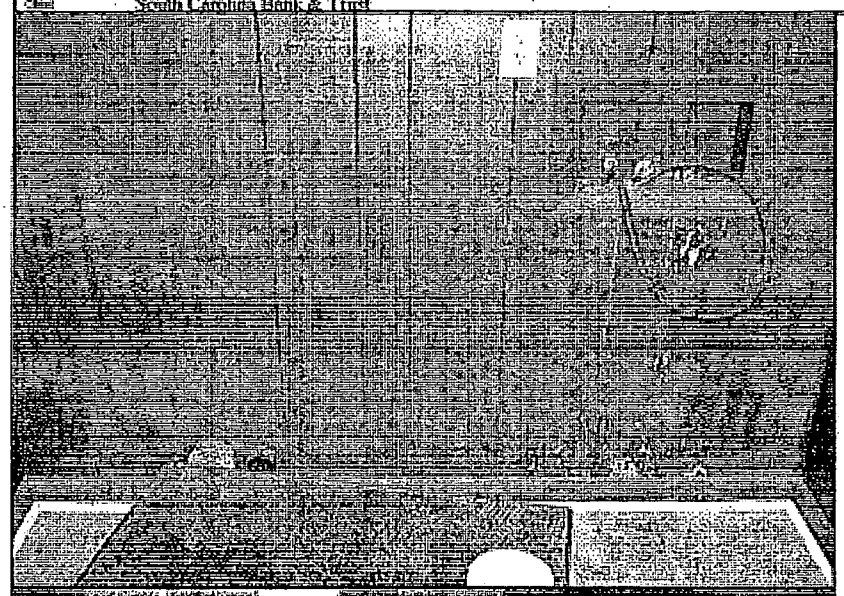
PHOTOGRAPH ADDENDUM

Borrower or Owner N/A

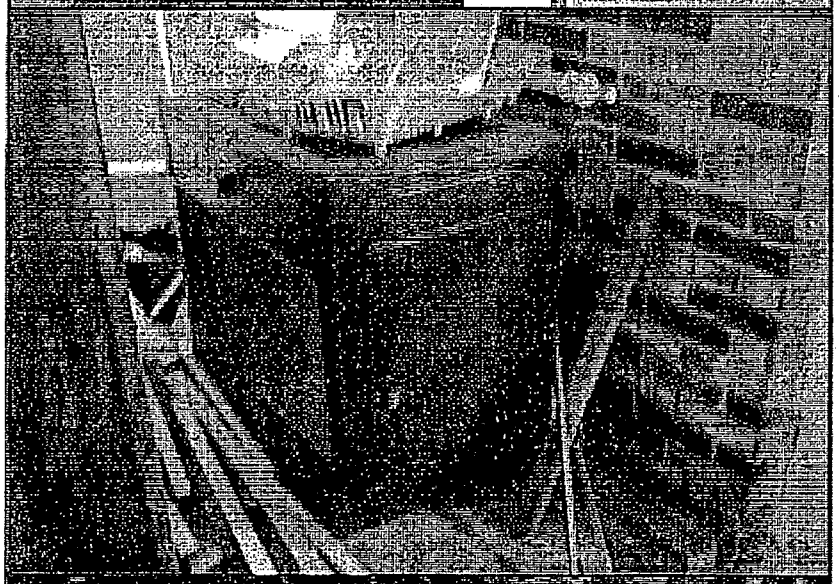
Property Address 8391 Winnsboro Road

City Blythewood County Richland State SC Zip Code 29016

Client South Carolina Bank & Trust



8391 Winnsboro Road
LAUNDRY CLOSET



8391 Winnsboro Road
HEATING SYSTEM IN LR

8391 Winnsboro Road
CONCRETE BLOCK PIER

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File No. 091218G

PHOTOGRAPH ADDENDUM

Borrower or Owner N/A

Property Address 8391 Winnsboro Road

City Blythewood County Richland State SC Zip Code 29016

Client South Carolina Bank & Trust

8391 Winnsboro Road
PARKING PAD

8391 Winnsboro Road
DETERIORATING SIDING

8391 Winnsboro Road
HVAC SYSTEM

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File No. 1012180

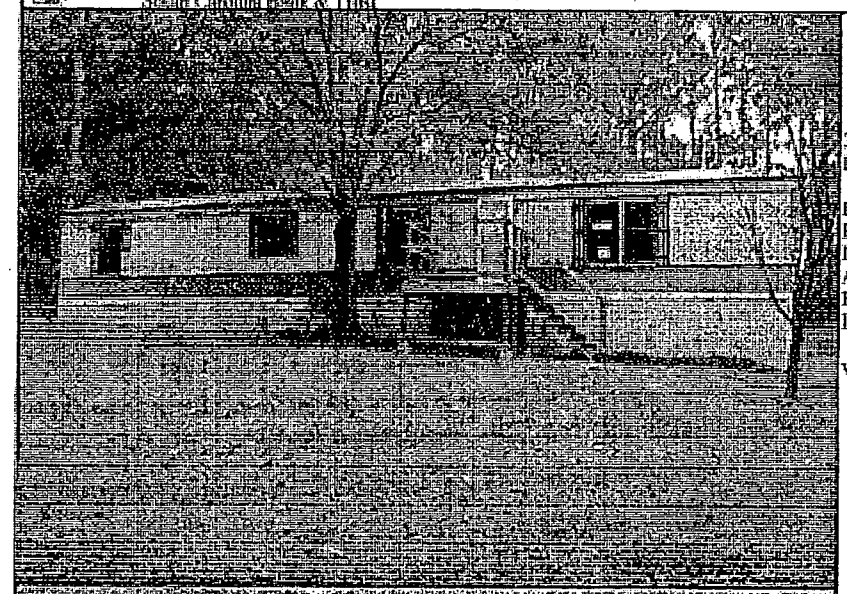
PHOTOGRAPH ADDENDUM

Borrower or Owner N/A

Property Address 8391 Winnsboro Road

City Blythewood County Richland State SC Zip Code 29016

Lender South Carolina Bank & Trust



COMPARABLE #1

303 Ashley Creek Drive
Elgin, SC 29045

Price	$21,700
Price/SF	23.48
Date	06/18/12 closed
Age	20
Room Count	5-2-2
Living Area	924
Value Indication	$16,700

COMPARABLE #2

709 Big Fork Road
Winnsboro, SC 29180

Price	$16,000
Price/SF	13.99
Date	09/14/12 closed
Age	15
Room Count	5-3-2
Living Area	1,144
Value Indication	$9,000

COMPARABLE #3

201 Robin Hood Road
Elgin, SC 29045

Price	$35,000
Price/SF	31.11
Date	02/08/12 closed
Age	15
Room Count	5-2-2
Living Area	1,125
Value Indication	$23,400

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File No. 091218G

CURRENT LICENSES

Borrower or Owner N/A
Property Address 8391 Winnsboro Road
City Blythewood County Richland State SC Zip Code 29016
Client South Carolina Bank & Trust

State of South Carolina BCDI 017249
Department of Labor, Licensing and Regulation
Real Estate Appraisers Board

EUGENE C GARVIN JR

Is hereby entitled in practice as a:

Certified Residential Appraiser

License Number: 2746

Expiration Date: 06/30/2014 Tracy McCarley
OFFICE COPY Administrator

State of South Carolina BCDI [illegible]
Department of Labor, Licensing and Regulation
Real Estate Appraisers Board

THOMAS E. GARVIN

Is hereby entitled in practice as a:

Certified Residential Appraiser

License Number: 4831

Expiration Date: 06/30/2014 Tracy McCarley
OFFICE COPY Administrator

State of South Carolina BCDI 025437
Department of Labor, Licensing and Regulation
Real Estate Appraisers Board

O'NEIL H. CANNON II

Is hereby entitled in practice as a:

Certified Residential Appraiser

License Number: 4543

Expiration Date: 06/30/2014 Tracy McCarley
OFFICE COPY Administrator

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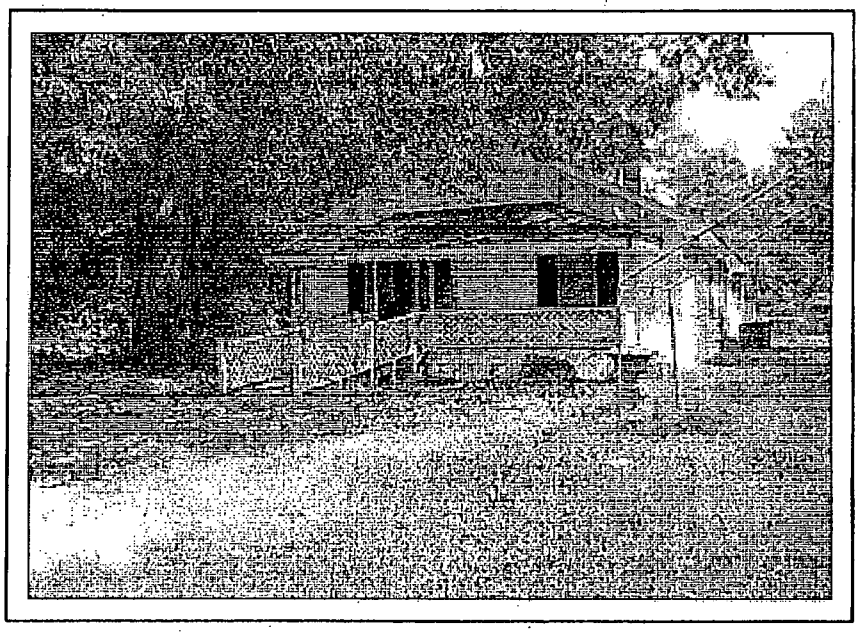
File No. 091217G



SUMMARY APPRAISAL REPORT

OF THE REAL PROPERTY LOCATED AT

4824 Linden Street
Columbia, SC 29203

for

South Carolina Bank & Trust
700 Gervais Street
Columbia, SC
29201

as of

09/13/2012

by

Eugene Garvin, Jr.
5 CALENDAR COURT STE 103
COLUMBIA, SC 29206

GARVIN APPRAISALS

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GARVIN APPRAISALS
5 CALENDAR COURT STE 103
COLUMBIA, SC 29206
803-779-4243

September 21, 2012

South Carolina Bank & Trust
700 Gervais Street
Columbia, SC
29201

Property -	4824 Linden Street Columbia, SC 29203
Borrower -	N/A
File No. -	091217G
Case No. -	

Dear :

In accordance with your request, I have prepared an appraisal of the real property located at 4824 Linden Street, Columbia, SC.

The purpose of the appraisal is to provide an opinion of the market value of the property described in the body of this report.

Enclosed, please find the Summary Report which describes certain data gathered during our investigation of the property. The methods of approach and reasoning in the valuation of the various physical and economic factors of the subject property are contained in this report.

An inspection of the property and a study of pertinent factors, including valuation trends and an analysis of neighborhood data, led the appraiser to the conclusion that the market value, as of 09/13/2012 is :

$25,000

The opinion of value expressed in this report is contingent upon the Limiting Conditions attached to this report.

It has been a pleasure to assist you. If I may be of further service to you in the future, please let me know.

Respectfully submitted,

GARVIN APPRAISALS

Eugene Garvin, Jr.
SC Certification #2746

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Uniform Residential Appraisal Report

File # 091217G

The purpose of this summary appraisal report is to provide the lender/client with an accurate, and adequately supported, opinion of the market value of the subject property.

SUBJECT

Property Address 4824 Linden Street | City Columbia | State SC | Zip Code 29203
Borrower N/A | Owner of Public Record SC Operating Room Equip. | County Richland
Legal Description Lts 12, 13, 14, Block 6 - College View
Assessor's Parcel # 09313-03-21 | Tax Year 2011 | R.E. Taxes $ 1,393
Neighborhood Name College View | Map Reference College View | Census Tract 106.00
Occupant [ ] Owner [ ] Tenant [X] Vacant | Special Assessments $ 0 [ ] PUD | HOA $ 0 [ ] per year [ ] per month
Property Rights Appraised [X] Fee Simple [ ] Leasehold [ ] Other (describe)
Assignment Type [ ] Purchase Transaction [ ] Refinance Transaction [X] Other (describe) detemine market value for bank
Lender/Client South Carolina Bank & Trust | Address 700 Gervais Street, Columbia, SC 29201
Is the subject property currently offered for sale or has it been offered for sale in the twelve months prior to the effective date of the appraisal? [ ] Yes [X] No
Report data source(s) used, offering price(s), and date(s). MLS

CONTRACT

I [ ] did [ ] did not analyze the contract for sale for the subject purchase transaction. Explain the results of the analysis of the contract for sale or why the analysis was not performed.

Contract Price $ | Date of Contract | Is the property seller the owner of public record? [ ] Yes [ ] No | Data Source(s)
Is there any financial assistance (loan charges, sale concessions, gift or downpayment assistance, etc.) to be paid by any party on behalf of the borrower? [ ] Yes [ ] No
If Yes, report the total dollar amount and describe the items to be paid:

NEIGHBORHOOD

Note: Race and the racial composition of the neighborhood are not appraisal factors.

Neighborhood Characteristics				One-Unit Housing Trends				One-Unit Housing		Percent Land Use %	
Location	[X] Urban	[ ] Suburban	[ ] Rural	Property Values	[ ] Increasing	[ ] Stable	[X] Declining	PRICE $(000)	AGE (yrs)	One-Unit	80 %
Built-Up	[X] Over 75%	[ ] 25-75%	[ ] Under 25%	Demand/Supply	[ ] Shortage	[X] In Balance	[ ] Over Supply	20 Low	0	2-4 Unit	2 %
Growth	[ ] Rapid	[X] Stable	[ ] Slow	Marketing Time	[ ] Under 3 mths	[X] 3-6 mths	[ ] Over 6 mths	200 High	90	Multi-Family	%
Neighborhood Boundaries	to the north by I-20, east by Highway 277, south by Sunset							65 Pred.	65	Commercial	18 %
Drive and west by the Broad River.										Other	%

Neighborhood Description The subject property is located approximately 2 miles north of the downtown Columbia area in the Eau Claire neighborhood. This area allows for good access to employment centers, shopping and schools. *** See Additional Comments ***

Market Conditions (including support for the above conclusions) Market conditions are currently attractive as interest rates remain at historical lows. Property values in the neighborhood area appear to be stable. Supply and demand are in balance with typical exposure times being from three to six months. *** See Additional Comments ***

SITE

Dimensions 75Fx200LSx75Rx200RS | Area 15000 sf | Shape rectangular | View N;Res;
Specific Zoning Classification RS HD | Zoning Description single family residential allowed
Zoning Compliance [X] Legal [ ] Legal Nonconforming (Grandfathered Use) [ ] No Zoning [ ] Illegal (describe)
Is the highest and best use of the subject property as improved (or as proposed per plans and specifications) the present use? [X] Yes [ ] No If No, describe

Utilities	Public	Other (describe)	Public	Other (describe)	Off-site Improvements--Type	Public	Private
Electricity	[X]	[ ]	Water	[X]	[ ]	Street asphalt	[X]	[ ]
Gas	[X]	[ ]	Sanitary Sewer	[X]	[ ]	Alley none/typical	[ ]	[ ]

FEMA Special Flood Hazard Area [ ] Yes [X] No | FEMA Flood Zone X | FEMA Map No. 4501700084 G | FEMA Map Date 01/19/94
Are the utilities and off-site improvements typical for the market area? [X] Yes [ ] No If No, describe
Are there any adverse site conditions or external factors (easements, encroachments, environmental conditions, land uses, etc.)? [ ] Yes [X] No If Yes, describe
Drainage and utility easements are typical for the area and don't adversely affect the subject's marketability or value. No adverse easements or encroachments were noted.

IMPROVEMENTS

General Description		Foundation		Exterior Description materials/condition		Interior materials/condition	
Units [X] One [ ] One with Accessory Unit		[ ] Concrete Slab	[X] Crawl Space	Foundation Walls	piers/fair	Floors	hwd/laminate/avg
# of Stories 1.00		[ ] Full Basement	[ ] Partial Basement	Exterior Walls	aluminum/average	Walls	plaster/panel/avg
Type [X] Det. [ ] Att. [ ] S-Det/End Unit		Basement Area	0 sq. ft.	Roof Surface	comp shingles/average	Trim/Finish	wood/avg
[X] Existing [ ] Proposed [ ] Under Const		Basement Finish	0 %	Gutters & Downspouts	none	Bath Floor	vinyl/avg
Design (Style) bungalow		[N] Outside Entry/Exit	[N] Sump Pump	Window Type	DH wood/fair	Bath Wainscot	fibrgls/avg
Year Built 1945		Evidence of [N] Infestation		Storm Sash/Insulated	none	Car Storage	[ ] None
Effective Age (Yrs) 40		[N] Dampness	[N] Settlement	Screens	none	[X] Driveway	# of Cars 2
Attic	[ ] None	Heating [X] FWA	[ ] HWBB [ ] Radiant	Amenities	[ ] WoodStove(s)# 0	Driveway Surface	dirt
[X] Drop Stair	[ ] Stairs	[ ] Other	Fuel electric	[ ] Fireplace(s) # 0	[X] Fence part rear	Garage	# of Cars 0
[ ] Floor	[ ] Scuttle	Cooling [X] Central Air Conditioning		[ ] Patio/Deck none	[X] Porch cpor	[ ] Carport	# of Cars 0
[ ] Finished	[ ] Heated	[ ] Individual	[ ] Other	[ ] Pool none	[ ] Other none	[ ] Att.	[ ] Det. [ ] Built-In

Appliances [ ] Refrigerator [P] Range/Oven [ ] Dishwasher [ ] Disposal [ ] Microwave [ ] Washer/Dryer [ ] Other (describe)
Finished area above grade contains: 5 Rooms | 2 Bedrooms | 1.0 Bath(s) | 1,088 Square Feet of Gross Living Area Above Grade
Additional features (special energy efficient items, etc.) cov front porch w/handicap access ramp, laminate & hardwood flooring, heatpump (2007) according to owner's agent.
Describe the condition of the property (including needed repairs, deterioration, renovations, remodeling, etc.). C5:No updates in the prior 15 years;The subject property is in average to fair overall condition. There is no functional or external obsolesence noted and no major repairs cited. Quality of construction is considered to be average to fair. Physical depreciation is typical of properties of similar age, similar maintenance and quality of construction.

Are there any physical deficiencies or adverse conditions that affect the livability, soundness, or structural integrity of the property? [ ] Yes [X] No If Yes, describe
There are no adverse environmental conditions observed by your appraiser for the neighborhood; however your appraiser is not an environmental expert. The subject property was vacant at the time of the appraisal inspection and all utilities were appeared to be operable.
Does the property generally conform to the neighborhood (functional utility, style, condition, use, construction, etc.)? [X] Yes [ ] No If No, describe

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Uniform Residential Appraisal Report

File # 091217G

There are 14 comparable properties currently offered for sale in the subject neighborhood ranging in price from $ 20,000 to $ 50,000

There are 9 comparable sales in the subject neighborhood within the past twelve months ranging in sale price from $ 21,050 to $ 49,000

FEATURE	SUBJECT	COMPARABLE SALE # 1		COMPARABLE SALE # 2		COMPARABLE SALE # 3	
Address	4824 Linden Street Columbia, SC 29203	5213 Spaulding Avenue Columbia, SC 29203		5113 Holmes Avenue Columbia, SC 29203		4304 Revelstoke Drive Columbia, SC 29203	
Proximity to Subject		0.65 miles E		0.75 miles E		1.14 miles W	
Sale Price	$	$ 24,900		$ 21,050		$ 25,000	
Sale Price/Gross Liv. Area	$ sq. ft.	$ 20.75 sq. ft.		$ 19.07 sq. ft.		$ 27.47 sq. ft.	
Data Source(s)		MLS# 312478;DOM 74		MLS# 304032;DOM 14		MLS# 301798;DOM 162	
Verification Source(s)		Appraiser/MLS		Appraiser/MLS		Appraiser/MLS	
VALUE ADJUSTMENTS	DESCRIPTION	DESCRIPTION	+(-)$ Adjustment	DESCRIPTION	+(-)$ Adjustment	DESCRIPTION	+(-)$ Adjustment
Sale or Financing Concessions		ArmLth Cash;0		REO Cash;0		REO Cash;0	
Date of Sale/Time		s08/12;c08/12		s02/12;c02/12		s06/12;c05/12	
Location	N;Res;	N;Res;		N;Res;		N;Res;	
Leasehold/Fee Simple	Fee Simple	Fee Simple		Fee Simple		Fee Simple	
Site	15000 sf	6777 sf	0	9305 sf	0	15000 sf	
View	N;Res;	N;Res;		N;Res;		N;Res;	
Design (Style)	1 sty aluminum	1 sty brick ven	0	1 sty brick ven	0	1 sty brick ven	0
Quality of Construction	Q5	Q5		Q5		Q5	
Actual Age	67	59	0	62	0	42	0
Condition	C5	C5		C5		C5	
Above Grade Room Count (Total / Bdrms. / Baths)	5 / 2 / 1.0	5 / 2 / 1.0		5 / 2 / 1.0		5 / 3 / 1.0	0
Gross Living Area	1,088 sq. ft.	1,200 sq. ft.	-2,800	1,104 sq. ft.	0	910 sq. ft.	+4,500
Basement & Finished Rooms Below Grade	0sf	0sf		0sf		0sf	
Functional Utility	average	average		average		average	
Heating/Cooling	central	none	+2,500	central		central	
Energy Efficient Items	none	none		none		none	
Garage/Carport	none	none		none		none	
Porch/Patio/Deck	cpor	cpor		cstp	+1,000	cstp	+1,000
	no fireplace	no fireplace		one fireplace	-1,000	no fireplace	
Net Adjustment (Total)		[ ] + [X] -	$ -300	[ ] + [ ] -	$ 0	[X] + [ ] -	$ 5,500
Adjusted Sale Price of Comparables		Net Adj. 1.20 % Gross Adj. 21.29 %	$ 24,600	Net Adj. 0.00 % Gross Adj. 9.50 %	$ 21,050	Net Adj. 22.00 % Gross Adj. 22.00 %	$ 30,500

I [X] did [ ] did not research the sale or transfer history of the subject property and comparable sales. If not, explain

My research [X] did [ ] did not reveal any prior sales or transfers of the subject property for the three years prior to the effective date of this appraisal.

Data Source(s) bank source/Masters Report

My research [X] did [ ] did not reveal any prior sales or transfers of the comparable sales for the prior year to the date of sale of the comparable sale.

Data Source(s) tax assessor/MLS

Report the results of the research and analysis of the prior sale or transfer history of the subject property and comparable sales (report additional prior sales on page 3).

ITEM	SUBJECT	COMPARABLE SALE # 1	COMPARABLE SALE # 2	COMPARABLE SALE # 3
Date of Prior Sale/Transfer	08/08/2012	12/05/11 & 05/21/12	01/23/2012	11/02/2011
Price of Prior Sale/Transfer	$25,001	$2,500 & $9,850	$26,704	$28,000
Data Source(s)	Masters Report	tax assessor/MLS	tax assessor/MLS	tax assessor/MLS
Effective Date of Data Source(s)	09/17/2012	09/17/2012	09/17/2012	09/17/2012

Analysis of prior sale or transfer history of the subject property and comparable sales According to information provided to your appraiser the subject property was a foreclosure sale as shown above. There have been no othe sales within the previous 36 months on the subject property. According to the tax assessor's office, comps one, two, three, four & six were foreclosure sales as shown above. There was no sale for the previous 12 months for comp five.

Summary of Sales Comparison Approach All six comps are located in the Eau Claire community, like the subject. Comp two is dated and comps five & six are current listings. Comps three & six exceed the line, net & gross adjustment guidelines due to the variance in gross living area. Comp four exceeds the line & gross adjustment guidelines due to the gross living area and other warranted adjustments. Due to location, similarity to the subject and/or the lack of recent sales data the use of all six comps is warranted. Comp four has masonite exterior siding & the adjustment is made under the "design" item. A final value opinion of $25,000 is within market range. The Intended User of this appraisal report is the Lender/Client. *** See Additional Comments ***

Indicated Value by Sales Comparison Approach $ 25,000

Indicated Value by: Sales Comparison Approach $ 25,000 Cost Approach (if developed) $ 29,115 Income Approach (if developed) $ N/A

The Sales Comparison Analysis is given the most weight since it best reflects the actions of buyers and sellers in the market. The Cost Approach supports the Sales Analysis but was given less weight overall. The Income Approach was not considered appropriate for this type of single family residential property. *** See Additional Comments ***

This appraisal is made [X] "as is," [ ] subject to completion per plans and specifications on the basis of a hypothetical condition that the improvements have been completed, [ ] subject to the following repairs or alterations on the basis of a hypothetical condition that the repairs or alterations have been completed, or [ ] subject to the following required inspection based on the extraordinary assumption that the condition or deficiency does not require alteration or repair:

Based on a complete visual inspection of the interior and exterior areas of the subject property, defined scope of work, statement of assumptions and limiting conditions, and appraiser's certification, my (our) opinion of the market value, as defined, of the real property that is the subject of this report is $ 25,000, as of 09/13/2012, which is the date of inspection and the effective date of this appraisal.

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File No. 091217G

ADDITIONAL COMPARABLES

Borrower	N/A
Property Address	4824 Linden Street
City	Columbia
County	Richland
State	SC
Zip Code	29203
Lender/Client	South Carolina Bank & Trust

FEATURE	SUBJECT	COMPARABLE SALE NO. 4		COMPARABLE SALE NO. 5		COMPARABLE SALE NO. 6	
Address	4824 Linden Street Columbia, SC 29203	5745 Colonial Drive Columbia, SC 29203		4902 Linden Street Columbia, SC 29203		4844 Linden Street Columbia, SC 29203	
Proximity to Subject		1.40 miles E		0.05 miles N		0.04 miles N	
Sale Price	$	$ 22,050		$ 33,500		$ 29,500	
Sale Price/Gross Liv. Area	$ sq. ft.	$ 21.51 sq. ft.		$ 33.50 sq. ft.		$ 31.93 sq. ft.	
Data Source(s)		MLS# 306148;DOM 15		MLS# 298007;DOM 364		MLS# 301794;DOM 285	
Verification Source(s)		Appraiser/MLS		Appraiser/MLS		Appraiser/MLS	
VALUE ADJUSTMENTS	DESCRIPTION	DESCRIPTION	+(-)$ Adjustment	DESCRIPTION	+(-)$ Adjustment	DESCRIPTION	+(-)$ Adjustment
Sale or Financing Concessions		REO Other;0		Listing		Listing	
Date of Sale/Time		s04/12;c03/12		Active		Active	
Location	N;Res;	N;Res;		N;Res;		N;Res;	
Leasehold/Fee Simple	Fee Simple	Fee Simple		Fee Simple		Fee Simple	
Site	15000 sf	6733 sf	0	9020 sf	0	14731 sf	0
View	N;Res;	N;Res;		N;Res;		N;Res;	
Design (Style)	1 sty aluminum	1 sty masonite	+2,000	1 sty vinyl	0	1 sty brick ven	0
Quality of Construction	Q5	Q5		Q5		Q5	
Actual Age	67	27	0	59	0	59	0
Condition	C5	C5		C5		C5	
Above Grade Room Count (Total / Bdrms. / Baths)	5 / 2 / 1.0	5 / 3 / 1.1	-2,500	5 / 2 / 1.0		5 / 2 / 1.0	
Gross Living Area	1,088 sq. ft.	1,025 sq. ft.	+1,600	1,000 sq. ft.	+2,200	924 sq. ft.	+4,100
Basement & Finished Rooms Below Grade	0sf	0sf		0sf		0sf	
Functional Utility	average	average		average		average	
Heating/Cooling	central	central		central		central	
Energy Efficient Items	none	none		none		none	
Garage/Carport	none	none		none		none	
Porch/Patio/Deck	cpor	cstp	+1,000	cstp/wkshop	0	cstp	+1,000
	no fireplace	no fireplace		no fireplace		no fireplace	
Net Adjustment (Total)		[X] + [ ] - $	2,100	[X] + [ ] - $	2,200	[X] + [ ] - $	5,100
Adjusted Sale Price of Comparables		Net Adj. 9.52 % Gross Adj. 32.20 % $	24,150	Net Adj. 6.57 % Gross Adj. 6.57 % $	35,700	Net Adj. 17.29 % Gross Adj. 17.29 % $	34,600

ITEM	SUBJECT	COMPARABLE SALE #4	COMPARABLE SALE #5	COMPARABLE SALE #6
Date of Prior Sale/Transfer	08/08/2012	12/05/2011		10/06/2011
Price of Prior Sale/Transfer	$25,001	$100		$31,926
Data Source(s)	Masters Report	tax assessor/MLS	tax assessor/MLS	tax assessor/MLS
Effective Date of Data Source(s)	09/17/2012	09/17/2012	09/17/2012	09/17/2012

Comment on Sales Comparison

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Uniform Residential Appraisal Report

File # 091217G

ADDITIONAL COMMENTS

This appraisal report is not intended to be used for insurance purposes. There is no personal property included in the value opinion of the subject property. I have performed no other services, as an appraiser or in any other capacity, regarding the property that is the subject of the work under review within the three year period immediately preceding acceptance of this assignment. NOTE: The current Fannie Mae forms do not include this on the certification page. This report has been electronically prepared in compliance with the USPAP Guidelines which included a digital signature and adequate security measures in place to protect the integrity of the data produced by the appraiser.

COST APPROACH

COST APPROACH TO VALUE (not required by Fannie Mae)

Provide adequate information for the lender/client to replicate the below cost figures and calculations.

Support for the opinion of site value (summary of comparable land sales or other methods for estimating site value)

The estimated opinion of value of the subject site is derived from previous sales, information obtained from the tax assessor's office and appraisals on similar lots within the subject neighborhood.

ESTIMATED [ ] REPRODUCTION OR [X] REPLACEMENT COST NEW		OPINION OF SITE VALUE	=$ 8,500
Source of cost data	Marshall & Swift/local builders	Dwelling 1,088 Sq. Ft. @ $ 50.00	=$ 54,400
Quality rating from cost service	avg-fair Effective date of cost data 06/2012	Sq. Ft. @ $	=$
Comments on Cost Approach (gross living area calculations, depreciation, etc.)		cpor	1,500
The cost approach estimates the replacement cost of the improvements plus the estimated value of the subject lot. Cost figures are based on data on file and information from local contractors. The land cost to value ratio is normal for this area. Remaining Economic Life = 20 years		Garage/Carport Sq. Ft. @ $	=$ 0
		Total Estimate of Cost-New	=$ 55,900
		Less Physical / Functional / External Depreciation 37,285	=$ (37,285)
		Depreciated Cost of Improvements	=$ 18,615
		'As-is' Value of Site Improvements	=$ 2,000
			=$
Estimated Remaining Economic Life (HUD and VA only)	20 Years	Indicated Value By Cost Approach	=$ 29,115

INCOME

INCOME APPROACH TO VALUE (not required by Fannie Mae)

Estimated Monthly Market Rent $ X Gross Rent Multiplier = $ Indicated Value by Income Approach

Summary of Income Approach (including support for market rent and GRM)

PUD INFORMATION

PROJECT INFORMATION FOR PUDs (if applicable)

Is the developer/builder in control of the Homeowners' Association (HOA)? [ ] Yes [ ] No Unit type(s) [ ] Detached [ ] Attached

Provide the following information for PUDs ONLY if the developer/builder is in control of the HOA and the subject property is an attached dwelling unit.

Legal name of project N/A

Total number of phases | Total number of units | Total number of units sold

Total number of units rented | Total number of units for sale | Data Source(s)

Was the project created by the conversion of existing building(s) into a PUD? [ ] Yes [ ] No If Yes, date of conversion

Does the project contain any multi-dwelling units? [ ] Yes [ ] No Data Source(s)

Are the units, common elements, and recreation facilities complete? [ ] Yes [ ] No If No, describe the status of completion.

Are the common elements leased to or by the Homeowners' Association? [ ] Yes [ ] No If Yes, describe the rental terms and options.

Describe common elements and recreational facilities

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ADDITIONAL COMMENTS

Borrower or Owner	N/A				
Property Address	4824 Linden Street				
City	Columbia	County	Richland	State	SC	Zip Code	29203
Lender or Client	South Carolina Bank & Trust				

SCOPE OF APPRAISAL
The Owner of Public Record is South Carolina Operating Room Equimpment, LLC.

NEIGHBORHOOD DESCRIPTION
Homes in the immediate neighborhood are typially small to medium in size and are of fair to average quality of construction. Overall marketability and acceptance for this area is average.

MARKET CONDITIONS
Homes in the this area are typically financed with FHA, VA and conventional loans with the buyer and seller negotiating closing costs. The exposure time is the estimated length of time that the property interest being appraised would have been offered on the market prior to the hypothetical consummation of a sale at market value on the effective date of the appraisal. Exposure time is a retrospective opinion based on an analysis of past events assuming a competitive and open market. As information, the Fannie Mae definitiion is used, such as lender work.

SALES COMPARISON APPROACH
The Intended Use is to evaluate the property that is the subject of this appraisal for bank purposes, subject to the stated Scope of Work, purpose of the appraisal, reporting requirements of the appraisal form, and Definition of Market Value. No additional Intended Users are identified by the appraiser.

RECONCILIATION
Single family properties of this type are not typically valued based on their income potential. The Income Approach was not used in the valuation of the subject property because of a lack of sufficient recent sales with rental information to develop and adequately support a gross rent multiplier. The Cost Approach was given less weight due to the relative difficulty in accurately estimating accrued depreciation. The conclusions of the Sales Comparison Analysis give the best indication of the most probable price the subject property would bring on the open market.

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Uniform Residential Appraisal Report

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This report form is designed to report an appraisal of a one-unit property or a one-unit property with an accessory unit; including a unit in a planned unit development (PUD). This report form is not designed to report an appraisal of a manufactured home or a unit in a condominium or cooperative project.

This appraisal report is subject to the following scope of work, intended use, intended user, definition of market value, statement of assumptions and limiting conditions, and certifications. Modifications, additions, or deletions to the intended use, intended user, definition of market value, or assumptions and limiting conditions are not permitted. The appraiser may expand the scope of work to include any additional research or analysis necessary based on the complexity of this appraisal assignment. Modifications or deletions to the certifications are also not permitted. However, additional certifications that do not constitute material alterations to this appraisal report, such as those required by law or those related to the appraiser's continuing education or membership in an appraisal organization, are permitted.

SCOPE OF WORK: The scope of work for this appraisal is defined by the complexity of this appraisal assignment and the reporting requirements of this appraisal report form, including the following definition of market value, statement of assumptions and limiting conditions, and certifications. The appraiser must, at a minimum: (1) perform a complete visual inspection of the interior and exterior areas of the subject property, (2) inspect the neighborhood, (3) inspect each of the comparable sales from at least the street, (4) research, verify, and analyze data from reliable public and/or private sources, and (5) report his or her analysis, opinions, and conclusions in this appraisal report.

INTENDED USE: The intended use of this appraisal report is for the lender/client to evaluate the property that is the subject of this appraisal for a mortgage finance transaction.

INTENDED USER: The intended user of this appraisal report is the lender/client.

DEFINITION OF MARKET VALUE: The most probable price which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller, each acting prudently, knowledgeably and assuming the price is not affected by undue stimulus. Implicit in this definition is the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby: (1) buyer and seller are typically motivated; (2) both parties are well informed or well advised, and each acting in what he or she considers his or her own best interest; (3) a reasonable time is allowed for exposure in the open market; (4) payment is made in terms of cash in U. S. dollars or in terms of financial arrangements comparable thereto; and (5) the price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions* granted by anyone associated with the sale.

*Adjustments to the comparables must be made for special or creative financing or sales concessions. No adjustments are necessary for those costs which are normally paid by sellers as a result of tradition or law in a market area; these costs are readily identifiable since the seller pays these costs in virtually all sales transactions. Special or creative financing adjustments can be made to the comparable property by comparisons to financing terms offered by a third party institutional lender that is not already involved in the property or transaction. Any adjustment should not be calculated on a mechanical dollar for dollar cost of the financing or concession but the dollar amount of any adjustment should approximate the market's reaction to the financing or concessions based on the appraiser's judgment.

STATEMENT OF ASSUMPTIONS AND LIMITING CONDITIONS: The appraiser's certification in this report is subject to the following assumptions and limiting conditions:

1. The appraiser will not be responsible for matters of a legal nature that affect either the property being appraised or the title to it, except for information that he or she became aware of during the research involved in performing this appraisal. The appraiser assumes that the title is good and marketable and will not render any opinions about the title.

2. The appraiser has provided a sketch in this appraisal report to show the approximate dimensions of the improvements. The sketch is included only to assist the reader in visualizing the property and understanding the appraiser's determination of its size.

3. The appraiser has examined the available flood maps that are provided by the Federal Emergency Management Agency (or other data sources) and has noted in this appraisal report whether any portion of the subject site is located in an identified Special Flood Hazard Area. Because the appraiser is not a surveyor, he or she makes no guarantees, express or implied, regarding this determination.

4. The appraiser will not give testimony or appear in court because he or she made an appraisal of the property in question, unless specific arrangements to do so have been made beforehand, or as otherwise required by law.

5. The appraiser has noted in this appraisal report any adverse conditions (such as needed repairs, deterioration, the presence of hazardous wastes, toxic substances, etc.) observed during the inspection of the subject property or that he or she became aware of during the research involved in performing this appraisal. Unless otherwise stated in this appraisal report, the appraiser has no knowledge of any hidden or unapparent physical deficiencies or adverse conditions of the property (such as, but not limited to, needed repairs, deterioration, the presence of hazardous wastes, toxic substances, adverse environmental conditions, etc.) that would make the property less valuable, and has assumed that there are no such conditions and makes no guarantees or warranties, express or implied. The appraiser will not be responsible for any such conditions that do exist or for any engineering or testing that might be required to discover whether such conditions exist. Because the appraiser is not an expert in the field of environmental hazards, this appraisal report must not be considered as an environmental assessment of the property.

6. The appraiser has based his or her appraisal report and valuation conclusion for an appraisal that is subject to satisfactory completion, repairs, or alterations on the assumption that the completion, repairs, or alterations of the subject property will be performed in a professional manner.

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APPRAISER'S CERTIFICATION: The Appraiser certifies and agrees that:

1. I have, at a minimum, developed and reported this appraisal in accordance with the scope of work requirements stated in this appraisal report.

2. I performed a complete visual inspection of the interior and exterior areas of the subject property. I reported the condition of the improvements in factual, specific terms. I identified and reported the physical deficiencies that could affect the livability, soundness, or structural integrity of the property.

3. I performed this appraisal in accordance with the requirements of the Uniform Standards of Professional Appraisal Practice that were adopted and promulgated by the Appraisal Standards Board of The Appraisal Foundation and that were in place at the time this appraisal report was prepared.

4. I developed my opinion of the market value of the real property that is the subject of this report based on the sales comparison approach to value. I have adequate comparable market data to develop a reliable sales comparison approach for this appraisal assignment. I further certify that I considered the cost and income approaches to value but did not develop them, unless otherwise indicated in this report.

5. I researched, verified, analyzed, and reported on any current agreement for sale for the subject property, any offering for sale of the subject property in the twelve months prior to the effective date of this appraisal, and the prior sales of the subject property for a minimum of three years prior to the effective date of this appraisal, unless otherwise indicated in this report.

6. I researched, verified, analyzed, and reported on the prior sales of the comparable sales for a minimum of one year prior to the date of sale of the comparable sale, unless otherwise indicated in this report.

7. I selected and used comparable sales that are locationally, physically, and functionally the most similar to the subject property.

8. I have not used comparable sales that were the result of combining a land sale with the contract purchase price of a home that has been built or will be built on the land.

9. I have reported adjustments to the comparable sales that reflect the market's reaction to the differences between the subject property and the comparable sales.

10. I verified, from a disinterested source, all information in this report that was provided by parties who have a financial interest in the sale or financing of the subject property.

11. I have knowledge and experience in appraising this type of property in this market area.

12. I am aware of, and have access to, the necessary and appropriate public and private data sources, such as multiple listing services, tax assessment records, public land records and other such data sources for the area in which the property is located.

13. I obtained the information, estimates, and opinions furnished by other parties and expressed in this appraisal report from reliable sources that I believe to be true and correct.

14. I have taken into consideration the factors that have an impact on value with respect to the subject neighborhood, subject property, and the proximity of the subject property to adverse influences in the development of my opinion of market value. I have noted in this appraisal report any adverse conditions (such as, but not limited to, needed repairs, deterioration, the presence of hazardous wastes, toxic substances, adverse environmental conditions, etc.) observed during the inspection of the subject property or that I became aware of during the research involved in performing this appraisal. I have considered these adverse conditions in my analysis of the property value, and have reported on the effect of the conditions on the value and marketability of the subject property.

15. I have not knowingly withheld any significant information from this appraisal report and, to the best of my knowledge, all statements and information in this appraisal report are true and correct.

16. I stated in this appraisal report my own personal, unbiased, and professional analysis, opinions, and conclusions, which are subject only to the assumptions and limiting conditions in this appraisal report.

17. I have no present or prospective interest in the property that is the subject of this report, and I have no present or prospective personal interest or bias with respect to the participants in the transaction. I did not base, either partially or completely, my analysis and/or opinion of market value in this appraisal report on the race, color, religion, sex, age, marital status, handicap, familial status, or national origin of either the prospective owners or occupants of the subject property or of the present owners or occupants of the properties in the vicinity of the subject property or on any other basis prohibited by law.

18. My employment and/or compensation for performing this appraisal or any future or anticipated appraisals was not conditioned on any agreement or understanding, written or otherwise, that I would report (or present analysis supporting) a predetermined specific value, a predetermined minimum value, a range or direction in value, a value that favors the cause of any party, or the attainment of a specific result or occurrence of a specific subsequent event (such as approval of a pending mortgage loan application).

19. I personally prepared all conclusions and opinions about the real estate that were set forth in this appraisal report. If I relied on significant real property appraisal assistance from any individual or individuals in the performance of this appraisal or the preparation of this appraisal report, I have named such individual(s) and disclosed the specific tasks performed in this appraisal report. I certify that any individual so named is qualified to perform the tasks. I have not authorized anyone to make a change to any item in this appraisal report; therefore, any change made to this appraisal is unauthorized and I will take no responsibility for it.

20. I identified the lender/client in this appraisal report who is the individual, organization, or agent for the organization that ordered and will receive this appraisal report.

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21. The lender/client may disclose or distribute this appraisal report to: the borrower; another lender at the request of the borrower; the mortgagee or its successors and assigns; mortgage insurers; government sponsored enterprises; other secondary market participants; data collection or reporting services; professional appraisal organizations; any department, agency, or instrumentality of the United States; and any state, the District of Columbia, or other jurisdictions; without having to obtain the appraiser's or supervisory appraiser's (if applicable) consent. Such consent must be obtained before this appraisal report may be disclosed or distributed to any other party (including, but not limited to, the public through advertising, public relations, news, sales, or other media).

22. I am aware that any disclosure or distribution of this appraisal report by me or the lender/client may be subject to certain laws and regulations. Further, I am also subject to the provisions of the Uniform Standards of Professional Appraisal Practice that pertain to disclosure or distribution by me.

23. The borrower, another lender at the request of the borrower, the mortgagee or its successors and assigns, mortgage insurers, government sponsored enterprises, and other secondary market participants may rely on this appraisal report as part of any mortgage finance transaction that involves any one or more of these parties.

24. If this appraisal report was transmitted as an "electronic record" containing my "electronic signature," as those terms are defined in applicable federal and/or state laws (excluding audio and video recordings), or a facsimile transmission of this appraisal report containing a copy or representation of my signature, the appraisal report shall be as effective, enforceable and valid as if a paper version of this appraisal report were delivered containing my original hand written signature.

25. Any intentional or negligent misrepresentation(s) contained in this appraisal report may result in civil liability and/or criminal penalties including, but not limited to, fine or imprisonment or both under the provisions of Title 18, United States Code, Section 1001, et seq., or similar state laws.

SUPERVISORY APPRAISER'S CERTIFICATION: The Supervisory Appraiser certifies and agrees that:

1. I directly supervised the appraiser for this appraisal assignment, have read the appraisal report, and agree with the appraiser's analysis, opinions, statements, conclusions, and the appraiser's certification.

2. I accept full responsibility for the contents of this appraisal report including, but not limited to, the appraiser's analysis, opinions, statements, conclusions, and the appraiser's certification.

3. The appraiser identified in this appraisal report is either a sub-contractor or an employee of the supervisory appraiser (or the appraisal firm), is qualified to perform this appraisal, and is acceptable to perform this appraisal under the applicable state law.

4. This appraisal report complies with the Uniform Standards of Professional Appraisal Practice that were adopted and promulgated by the Appraisal Standards Board of The Appraisal Foundation and that were in place at the time this appraisal report was prepared.

5. If this appraisal report was transmitted as an "electronic record" containing my "electronic signature," as those terms are defined in applicable federal and/or state laws (excluding audio and video recordings), or a facsimile transmission of this appraisal report containing a copy or representation of my signature, the appraisal report shall be as effective, enforceable and valid as if a paper version of this appraisal report were delivered containing my original hand written signature.

APPRAISER

Signature
Name Eugene Garvin, Jr.
Company Name GARVIN APPRAISALS
Company Address 5 CALENDAR COURT STE 103
COLUMBIA, SC 29206
Telephone Number 803-779-4243
Email Address ecgarvin@garvinappraisals.com
Date of Signature and Report 09/21/2012
Effective Date of Appraisal 09/13/2012
State Certification # 2746
or State License #
or Other State #
State SC
Expiration Date of Certification or License 06/30/2014

ADDRESS OF PROPERTY APPRAISED
4824 Linden Street
Columbia, SC 29203
APPRAISED VALUE OF SUBJECT PROPERTY $ 25,000
LENDER/CLIENT
Name No AMC
Company Name South Carolina Bank & Trust
Company Address 700 Gervais Street
Columbia, SC 29201
Email Address

SUPERVISORY APPRAISER (ONLY IF REQUIRED)

Signature
Name
Company Name
Company Address
Telephone Number
Email Address
Date of Signature
State Certification #
or State License #
State
Expiration Date of Certification or License

SUBJECT PROPERTY

☐ Did not inspect subject property
☐ Did inspect exterior of subject property from street
Date of Inspection
☐ Did inspect interior and exterior of subject property
Date of Inspection

COMPARABLE SALES

☐ Did not inspect exterior of comparable sales from street
☐ Did inspect exterior of comparable sales from street
Date of Inspection

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Market Conditions Addendum to the Appraisal Report File No. 091217G

The purpose of this addendum is to provide the lender/client with a clear and accurate understanding of the market trends and conditions prevalent in the subject neighborhood. This is a required addendum for all appraisal reports with an effective date on or after April 1, 2009.

Property Address 4824 Linden Street City Columbia State SC ZIP Code 29203

Borrower N/A

Instructions: The appraiser must use the information required on this form as the basis for his/her conclusions, and must provide support for those conclusions, regarding housing trends and overall market conditions as reported in the Neighborhood section of the appraisal report form. The appraiser must fill in all the information to the extent it is available and reliable and must provide analysis as indicated below. If any required data is unavailable or is considered unreliable, the appraiser must provide an explanation. It is recognized that not all data sources will be able to provide data for the shaded areas below; if it is available, however, the appraiser must include the data in the analysis. If data sources provide the required information as an average instead of the median, the appraiser should report the available figure and identify it as an average. Sales and listings must be properties that compete with the subject property, determined by applying the criteria that would be used by a prospective buyer of the subject property. The appraiser must explain any anomalies in the data, such as seasonal markets, new construction, foreclosures, etc.

MARKET RESEARCH & ANALYSIS

Inventory Analysis	Prior 7-12 Months	Prior 4-6 Months	Current - 3 Months	Overall Trend
Total # of Comparable Sales (Settled)	3	3	3	[ ] Increasing [X] Stable [ ] Declining
Absorption Rate (Total Sales/Months)	0.50	1.00	1.00	[ ] Increasing [X] Stable [ ] Declining
Total # of Comparable Active Listings	12	14	14	[ ] Declining [X] Stable [ ] Increasing
Months of Housing Supply (Total Listings/Ab.Rate)	24.00	14.00	14.00	[ ] Declining [X] Stable [ ] Increasing
Median Sale & List Price, DOM, Sale/List %	**Prior 7-12 Months**	**Prior 4-6 Months**	**Current - 3 Months**	**Overall Trend**
Median Comparable Sale Price	$22,000	$25,000	$24,900	[ ] Increasing [X] Stable [ ] Declining
Median Comparable Sales Days on Market	74	113	195	[ ] Declining [X] Stable [ ] Increasing
Median Comparable List Price	$37,000	$34,250	$39,000	[ ] Increasing [X] Stable [ ] Declining
Median Comparable Listings Days on Market	279.5	258	242	[X] Declining [ ] Stable [ ] Increasing
Median Sale Price as % of List Price	87.30%	94.41%	89.25%	[ ] Increasing [X] Stable [ ] Declining
Seller-(developer, builder, etc.) paid financial assistance prevalent?	[X] Yes [ ] No			[ ] Declining [X] Stable [ ] Increasing

Explain in detail the seller concessions trends for the past 12 months (e.g., seller contributions increased from 3% to 6%, increasing use of buydowns, closing costs, condo fees, options, etc). Seller concessions are typical for this neighborhood and that trend has held steady for the previous 12 months. It does not appear that these concessions are increasing, but as always they are negotiated by the seller & borrower.

Are foreclosure sales (REO sales) a factor in the market? [X] Yes [ ] No If yes, explain (including the trends in listings and sales of foreclosed properties).
Foreclosure sales do occur in this particular market. In the past they were purchased by investors who would repair or renovate the properties and place them back on the market at competitive prices. However with the banks now reluctant to make investor loans they are directly listing REO and often accepting below market offers.

Cite data sources for above information. tax assessor's office/CMLS/appraiser's office data

Summarize the above information as support for your conclusions in the Neighborhood section of the appraisal report form. If you used any additional information, such as an analysis of pending sales and/or expired and withdrawn listings, to formulate your conclusions, provide both an explanation and support for your conclusions.
The above data supports the information in the Neighborhood section of the appraisal report. There has been a slowdown of sales in the general area due to the current economic conditions. Due to limited sales, it is difficult to determine if any significant trends have been established.

CONDO/COOP PROJECTS

If the subject is a unit in a condominium or cooperative project, complete the following: Project Name:

Subject Project Data	Prior 7-12 Months	Prior 4-6 Months	Current - 3 Months	Overall Trend
Total # of Comparable Sales (Settled)				[ ] Increasing [ ] Stable [ ] Declining
Absorption Rate (Total Sales/Months)				[ ] Increasing [ ] Stable [ ] Declining
Total # of Active Comparable Listings				[ ] Declining [ ] Stable [ ] Increasing
Months of Unit Supply (Total Listings/Ab. Rate)				[ ] Declining [ ] Stable [ ] Increasing

Are foreclosure sales (REO sales) a factor in the project? [ ] Yes [ ] No If yes, indicate the number of REO listings and explain the trends in listings and sales of foreclosed properties.

Summarize the above trends and address the impact on the subject unit and project:

APPRAISER

Signature	Signature
Appraiser Name Eugene Garvin, Jr.	Appraiser Name
Company Name GARVIN APPRAISALS	Company Name
Company Address 5 CALENDAR COURT STE 103, COLUMBIA, SC 29206	Company Address
State License/Certification # 2746 State SC	State License/Certification # State
Email Address ecgarvin@garvinappraisals.com	Email Address

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File No. 091217G
Case No.

Borrower N/A
Property Address 4824 Linden Street
City Columbia County Richland State SC Zip Code 29203
Lender/Client South Carolina Bank & Trust Address 700 Gervais Street, Columbia, SC 29201

Requirements - Condition and Quality Ratings Usage

Appraisers must utilize the following standardized conditions and quality ratings within the appraisal report.

Condition Ratings and Definitions

C1 - The improvements have been very recently constructed and have not previously been occupied. The entire structure and all components are new and the dwelling features no physical depreciation.*

**Note: Newly constructed improvements that feature recycled materials and/or components can be considered new dwellings provided that the dwelling is placed on a 100% new foundation and recycled materials and the recycled components have been rehabilitated/re-manufactured into like-new condition. Recently constructed improvements that have not been previously occupied are not considered "new" if they have significant physical depreciation (i.e., newly constructed dwellings that have been vacant for an extended period of time without adequate maintenance or upkeep).*

C2 - The improvements feature no deferred maintenance, little or no physical depreciation, and require no repairs. Virtually all building components are new or have been recently repaired, refinished, or rehabilitated. All outdated components and finished have been updated and/or replaced with components that meet current standards. Dwellings in this category either are almost new or have been recently completely renovated and are similar in condition to new construction.

C3 - The improvements are well maintained and feature limited physical depreciation due to normal wear and tear. Some components, but not every major building component, may be updated or recently rehabilitated. The structure has been well maintained.

C4 - The improvements feature some minor deferred maintenance and physical deterioration due to normal wear and tear. The dwelling has been adequately maintained and requires only minimal repairs to building components/mechanical systems and cosmetic repairs. All major building components have been adequately maintained and are functionally adequate.

C5 - The improvements feature obvious deferred maintenance and are in need of some significant repairs. Some building components need repairs, rehabilitation, or updating. The functional utility and overall livability is somewhat diminished due to condition, but the dwelling remains useable and functional as a residence.

C6 - The improvements have substantial damage or deferred maintenance with deficiencies or defects that are severe enough to affect the safety, soundness, or structural integrity of the improvements. The improvements are in need of substantial repairs and rehabilitation, including many or most major components.

Quality Ratings and Definitions

Q1 - Dwellings with this quality rating are usually unique structures that are individually designed by an architect for a specified use. Such residences typically are constructed from detailed architectural plans and specifications and feature an exceptionally high level of workmanship and exceptionally high-grade materials throughout the interior and exterior of the structure. The design features exceptionally high-quality exterior refinements and ornamentation, and exceptionally high-quality interior refinements. The workmanship, materials, and finishes throughout the dwelling are exceptionally high quality.

Q2 - Dwellings with this quality rating are often custom designed for construction on an individual property owner's site. However, dwellings in this quality grade are also found in high-quality tract developments featuring residences constructed from individual plans or from highly modified or upgraded plans. The design features detailed high-quality exterior ornamentation, high-quality interior refinements, and detail. The workmanship, materials, and finishes throughout the dwelling are of exceptionally high quality.

Q3 - Dwellings with this quality rating are residences of higher quality built from individual or readily available designer plans in above-standard residential tract developments or on an individual property owner's site. The design includes significant exterior ornamentation and interiors that are well finished. The workmanship exceeds acceptable standards and many materials and finishes throughout the dwelling have been upgraded from "stock" standards.

Q4 - Dwellings with this quality rating meet or exceed the requirements of applicable building codes. Standard or modified standard building plans are utilized and the design includes adequate fenestration and some exterior ornamentation and interior refinements. Materials, workmanship, finish, and equipment are of stock or builder grade and may feature some upgrades.

Q5 - Dwellings with this quality rating feature economy of construction and basic functionality as main considerations. Such dwellings feature a plain design using readily available or basic floor plans featuring minimal fenestration and basic finishes with minimal exterior ornamentation and limited interior detail. These dwellings meet minimum building codes and are constructed with inexpensive, stock materials with limited refinements and upgrades.

Q6 - Dwellings with this quality rating are of basic quality and lower cost; some may not be suitable for year-round occupancy. Such dwellings are often built with simple plans or without plans, often utilizing the lowest quality building materials. Such dwellings are often built or expanded by persons who are professionally unskilled or possess only minimal construction skills. Electrical, plumbing, and other mechanical systems and equipment may be minimal or non-existent. Older dwellings may feature one or more substandard non-conforming additions to the original structure.

Definitions of Not Updated, Updated, and Remodeled

Not Updated - Little or no updating or modernization. This description includes, but is not limited to, new homes. Residential properties of fifteen years of age or less often reflect an original condition with no updating, if no major components have been replaced or updated. Those over fifteen years of age are also considered not updated if the appliances, fixtures, and finishes are predominantly dated. An area that is "Not Updated" may still be well maintained and fully functional, and this rating does not necessarily imply deferred maintenance or physical/functional deterioration.

Updated - The area of the home has been modified to meet current market expectations. These modifications are limited in terms of both scope and cost. An updated area of the home should have an improved look and feel, or functional utility. Changes that constitute updates include refurbishment and/or replacing components to meet existing market expectations. Updates do not include significant alterations to the existing structure.

Remodeled - Significant finish and/or structural changes have been made that increase utility and appeal through complete replacement and/or expansion. A remodeled area reflects fundamental changes that include multiple alterations. These alterations may include some or all of the following: replacement of a major component (cabinet(s), bathtub, or bathroom tile), relocation of plumbing/gas fixtures/appliances, significant structural alterations (relocating walls and/or the addition of square footage). This would include a complete gutting and rebuild.

Explanation of Bathroom Count

Three-quarter baths are counted as a full bath in all cases. Quarter baths (baths that feature only a toilet) are not included in the bathroom count. The number of full and half baths is reported by separating the two values using a period, where the full bath count is represented to the left of the period and the half bath count is represented to the right of the period.

Example: 3.2 indicates three full baths and two half baths.

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Abbreviation	Full Name	Appropriate Fields
ac	Acres	Area, Site
AdjPrk	Adjacent to Park	Location
AdjPwr	Adjacent to Power Lines	Location
A	Adverse	Location & View
ArmLth	Arms Length Sale	Sale or Financing Concessions
ba	Bathroom(s)	Basement & Finished Rooms Below Grade
br	Bedroom	Basement & Finished Rooms Below Grade
B	Beneficial	Location & View
Cash	Cash	Sale or Financing Concessions
CtySky	City View Skyline View	View
CtyStr	City Street View	View
Comm	Commercial Influence	Location
c	Contracted Date	Date of Sale/Time
Conv	Conventional	Sale or Financing Concessions
CrtOrd	Court Ordered Sale	Sale or Financing Concession
DOM	Days On Market	Data Sources
e	Expiration Date	Date of Sale/Time
Estate	Estate Sale	Sale or Financing Concessions
FHA	Federal Housing Authority	Sale or Financing Concessions
GlfCse	Golf Course	Location
Glfvw	Golf Course View	View
Ind	Industrial	Location & View
In	Interior Only Stairs	Basement & Finished Rooms Below Grade
Lndfl	Landfill	Location
LtdSght	Limited Sight	View
Listing	Listing	Sale or Financing Concessions
Mtn	Mountain View	View
N	Neutral	Location & View
NonAm	Non-Arms Length Sale	Sale or Financing Concessions
BsyRdm	Busy Road	Locations
o	Other	Basement & Finished Rooms Below Grade
Prk	Park View	View
Pstrl	Pastoral View	View
PwrLn	Power Lines	View
PubTrn	Public Transportation	Location
rr	Recreational (Rec) Room	Basement & Finished Rooms Below Grade
Relo	Relocation Sale	Sale or Financing Concessions
REO	REO Sale	Sale or Financing Concessions
Res	Residential	Location & View
RH	USDA - Rural Housing	Sale or Financing Concessions
s	Settlement Date	Date of Sale/Time
Short	Short Sale	Sale or Financing Concessions
sf	Square Feet	Area, Site, Basement
Unk	Unknown	Date of Sale/Time
VA	Veterans Administration	Sale or Financing Concessions
w	Withdraw Date	Date of Sale/Time
wo	Walk Out Basement	Basement & Finished Rooms Below Grade
wu	Walk Up Basement	Basement & Finished Rooms Below Grade
WtrFr	Water Frontage	Location
Wtr	Water View	View
Woods	Woods View	View

ABBREVIATED ENTRY	OVERALL VIEW RATING
N	Neutral
B	Beneficial
A	Adverse

ABBREVIATED ENTRY	VIEW FACTOR
Wtr	Water View
Pstrl	Pastoral View
Woods	Woods View
Prk	Park View
Glfvw	Golf Course View
CtySky	City View Skyline View
Mtn	Mountain View
Res	Residential View
CtyStr	City Street View
Ind	Industrial View
PwrLn	Power Lines
LtdSght	Limited Sight
See Instructions Below	Other - Appraiser to enter a description of the view*

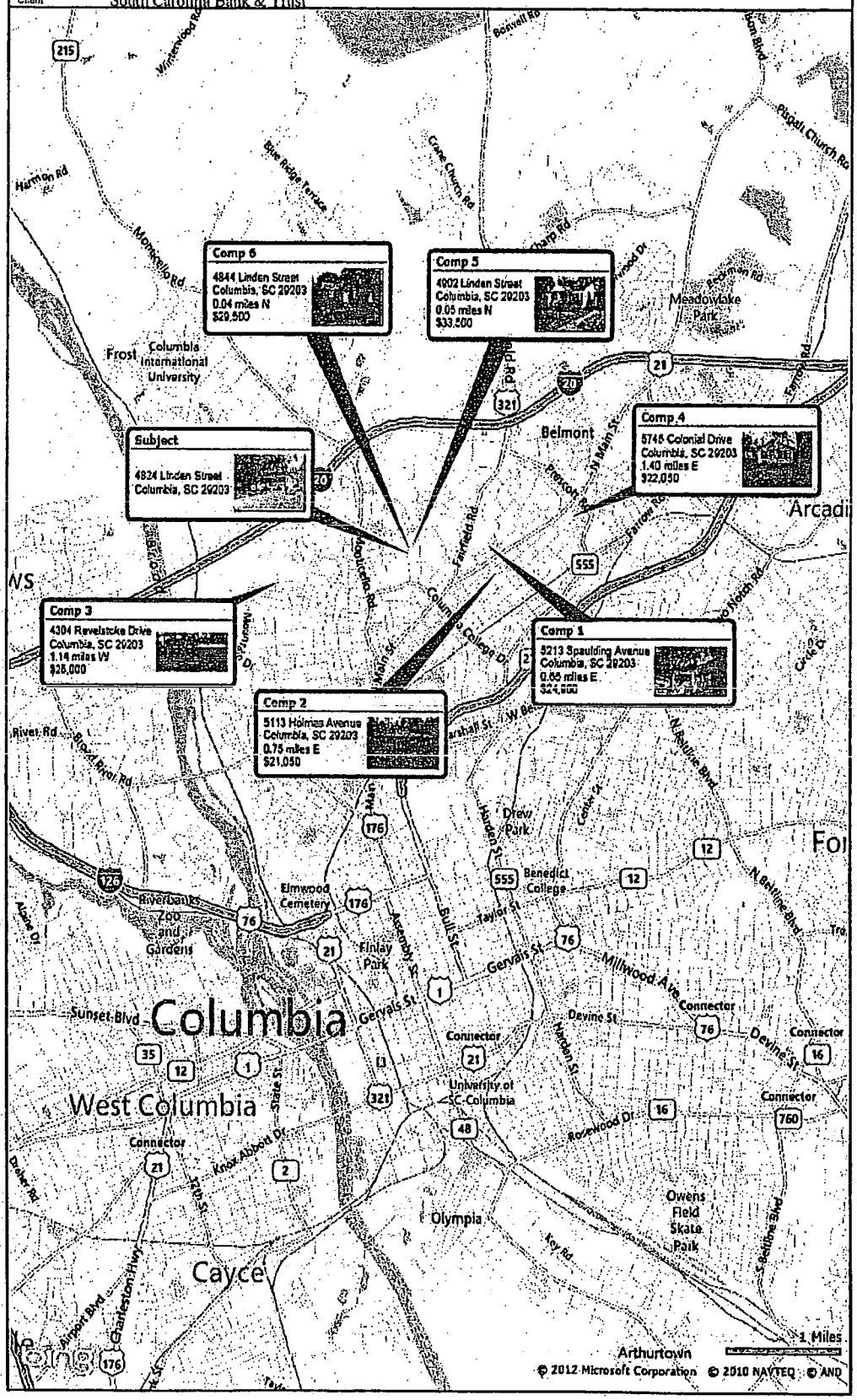
* Other: If a view factor not on this list materially affects the value of the subject property, the appraiser must enter a description of the view associated with the property (see second example below). The description entered must follow a reader of the appraisal report or understand what the view associated with the property actually is. Descriptors such as 'None', 'N/A', 'Typical', 'Average', etc., are unacceptable. Descriptions should be entered carefully because the same text will be represented in both the site section and the comparable sales grid for the subject property. The text must fit in the allowable space.

ELECTRONICALLY FILED - 2018 Apr 20 4:55 PM - RICHLAND - COMMON PLEAS - CASE#2011CP400318

File No. 091217G

Location Map

Borrower or Owner	N/A
Property Address	4824 Linden Street
City	Columbia
County	Richland
State	SC
Zip Code	29203
Client	South Carolina Bank & Trust



GARVIN APPRAISALS

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File No. 091217G

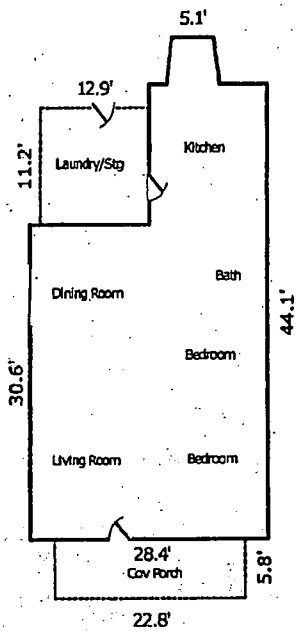
SKETCH ADDENDUM

Borrower or Owner N/A

Property Address 4824 Linden Street

City Columbia County Richland State SC Zip Code 29203

Client South Carolina Bank & Trust



Sketch by Apex Medina™

Comments:

AREA CALCULATIONS SUMMARY

Code	Description	Net Size	Net Totals
GLA1	First Floor	1088.2	1088.2
P/P	Encl. Porch	144.5	
	Cov. Porch	132.2	276.7
	Net LIVABLE Area	(rounded)	1088

LIVING AREA BREAKDOWN

Breakdown			Subtotals
First Floor			
0.5 x	4.5 x	0.7	1.6
	30.6 x	28.4	869.0
	13.5 x	14.3	193.1
0.5 x	0.7 x	4.5	1.6
	5.1 x	4.5	23.0
5 Items		(rounded)	1088

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File No. 091217G

PHOTOGRAPH ADDENDUM

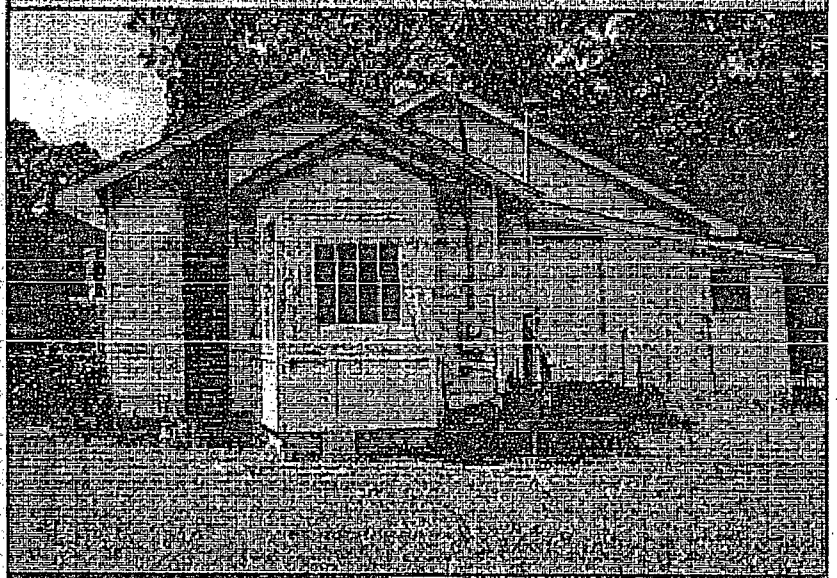
Borrower or Owner N/A

Property Address 4824 Linden Street

City Columbia County Richland State SC Zip Code 29203

Other South Carolina Bank & Trust

FRONT VIEW OF SUBJECT PROPERTY



REAR VIEW OF SUBJECT PROPERTY

STREET SCENE OF SUBJECT PROPERTY

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File No. 091217G

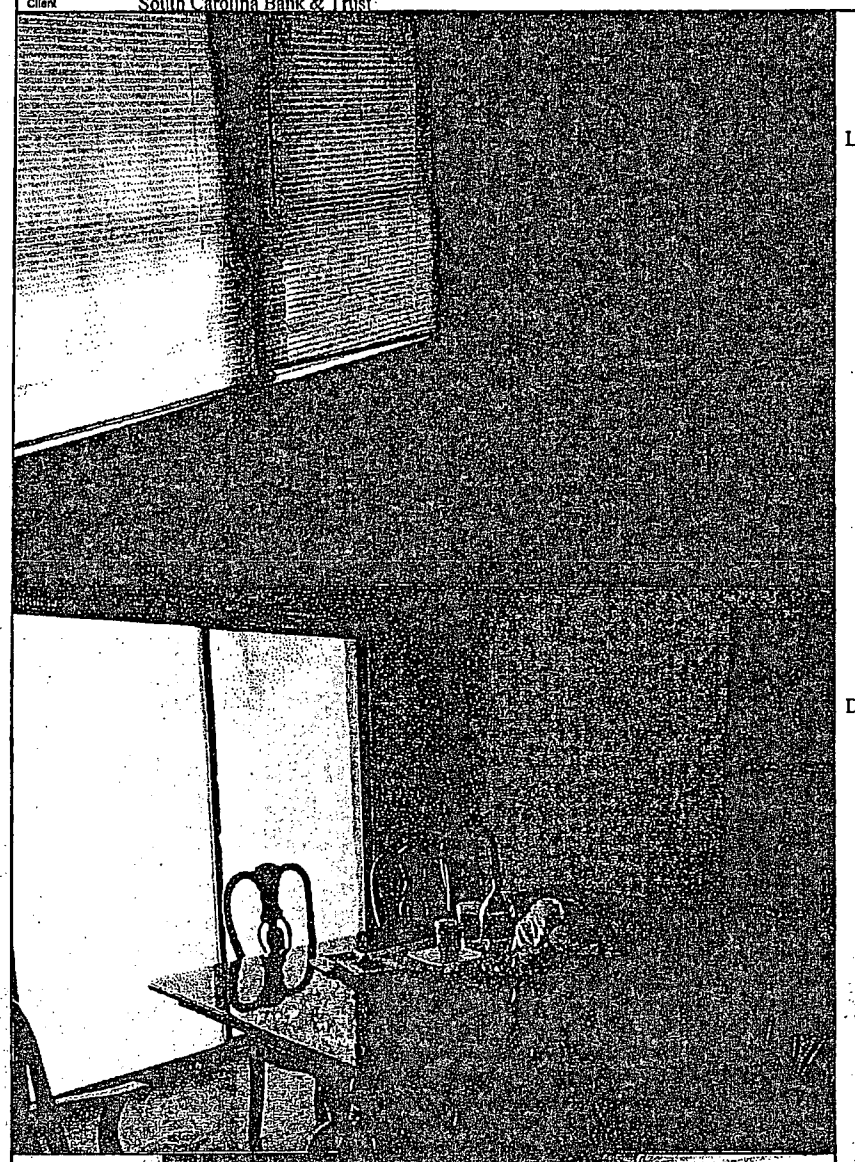
PHOTOGRAPH ADDENDUM

Borrower or Owner N/A

Property Address 4824 Linden Street

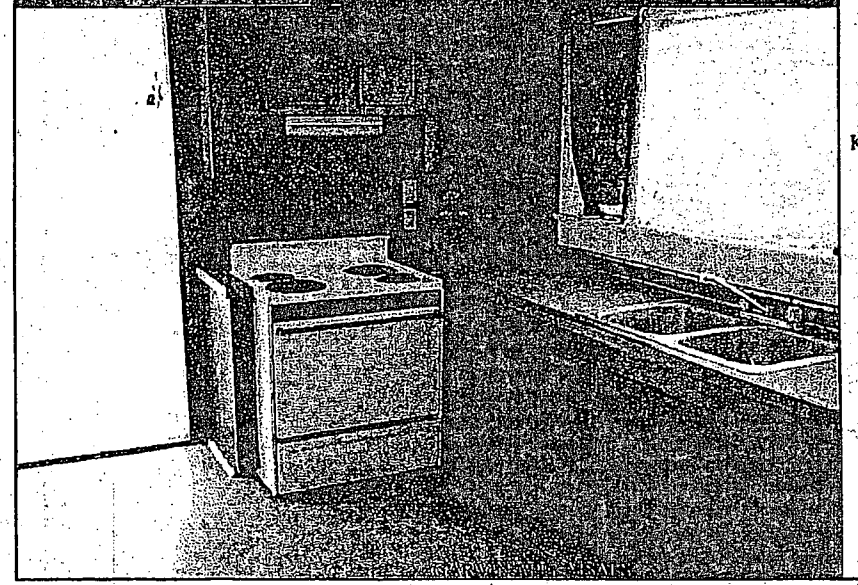
City Columbia County Richland State SC Zip Code 29203

Client South Carolina Bank & Trust



4824 Linden Street
LIVING ROOM

4824 Linden Street
DINING ROOM



4824 Linden Street
KITCHEN

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File No. 091217C

PHOTOGRAPH ADDENDUM

Borrower or Owner: N/A

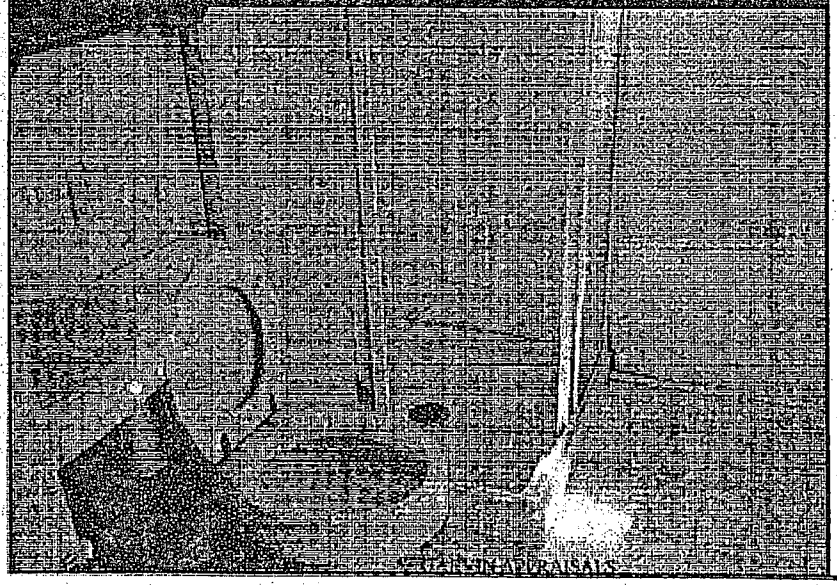
Property Address: 4824 Linden Street

City: Columbia County: Richland State: SC Zip Code: 29203

Lender or Client: South Carolina Bank & Trust

4824 Linden Street
BEDROOM

4824 Linden Street
BEDROOM



4824 Linden Street
BATH

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File No. 091217G

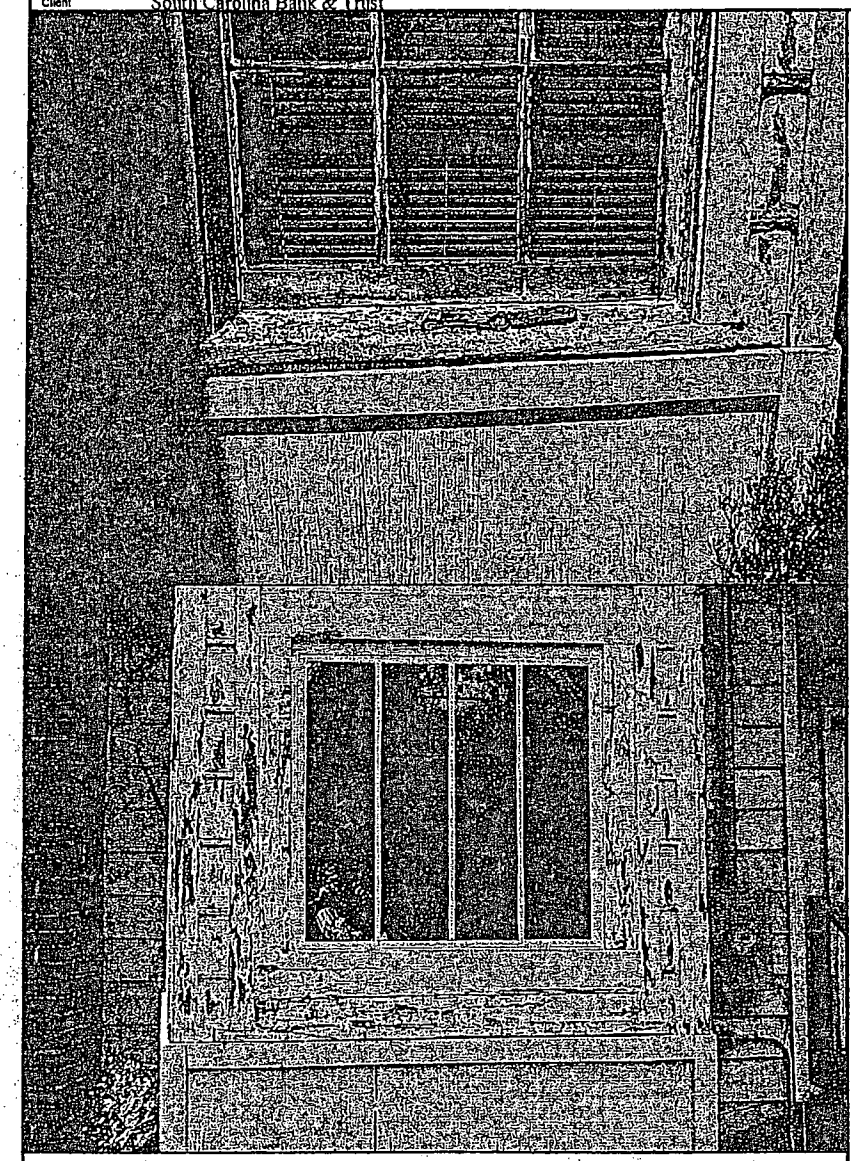
PHOTOGRAPH ADDENDUM

Borrower or Owner N/A

Property Address 4824 Linden Street

City Columbia County Richland State SC Zip Code 29203

Client South Carolina Bank & Trust



4824 Linden Street
PEELING PAIN

GARVIN APPRAISALS

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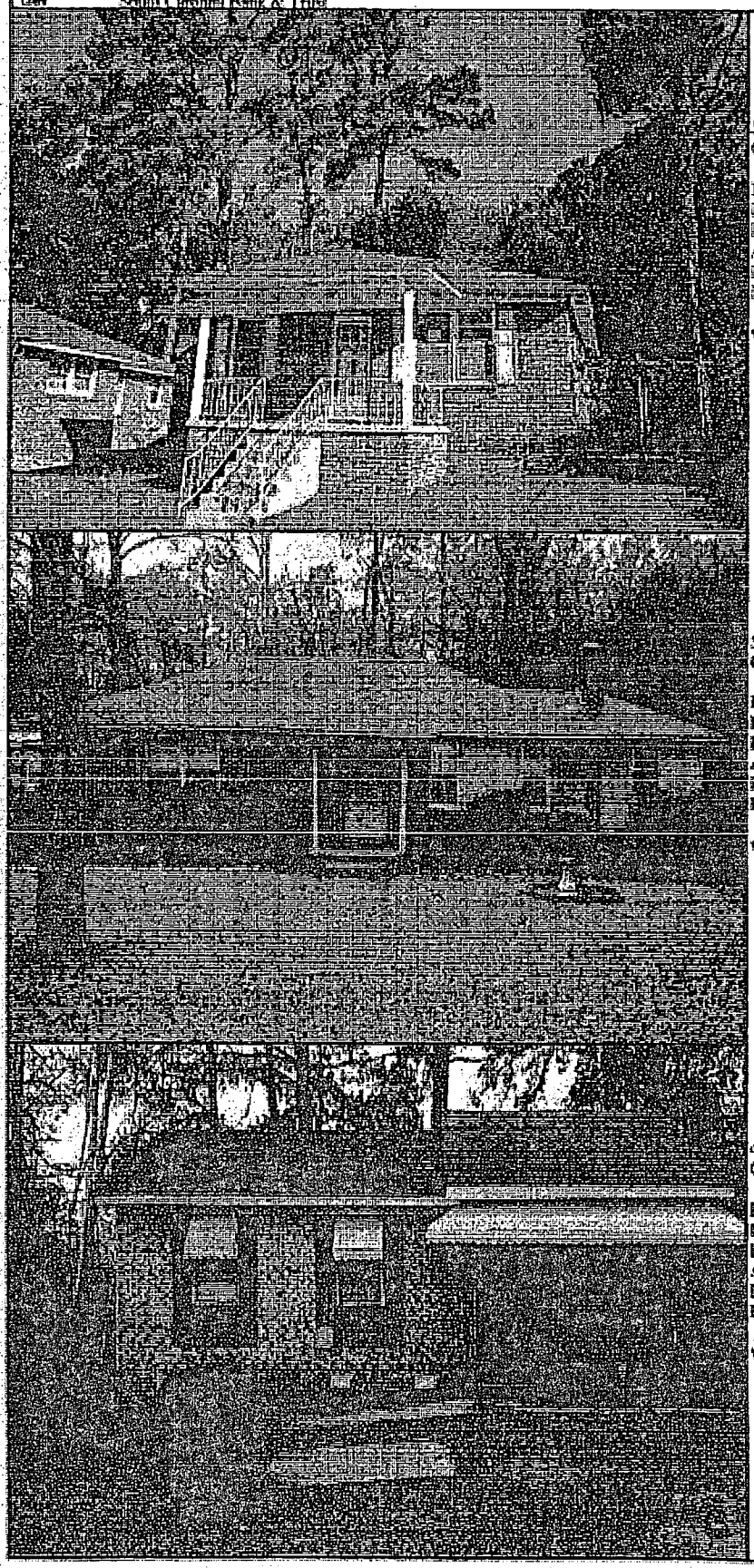
File No. 091217G

PHOTOGRAPH ADDENDUM

Borrower or Owner N/A
Property Address 4824 Linden Street
City Columbia County Richland State SC Zip Code 29203
Client South Carolina Bank & Trust



COMPARABLE #1

5213 Spaulding Avenue
Columbia, SC 29203

Price	$24,900
Price/SF	20.75
Date	s08/12;c08/12
Age	59
Room Count	5-2-1.0
Living Area	1,200
Value Indication	$24,600

COMPARABLE #2

5113 Holmes Avenue
Columbia, SC 29203

Price	$21,050
Price/SF	19.07
Date	s02/12;c02/12
Age	62
Room Count	5-2-1.0
Living Area	1,104
Value Indication	$21,050

COMPARABLE #3

4304 Revelstoke Drive
Columbia, SC 29203

Price	$25,000
Price/SF	27.47
Date	s06/12;c05/12
Age	42
Room Count	3-3-1.0
Living Area	910
Value Indication	$30,500

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File No. 6912170

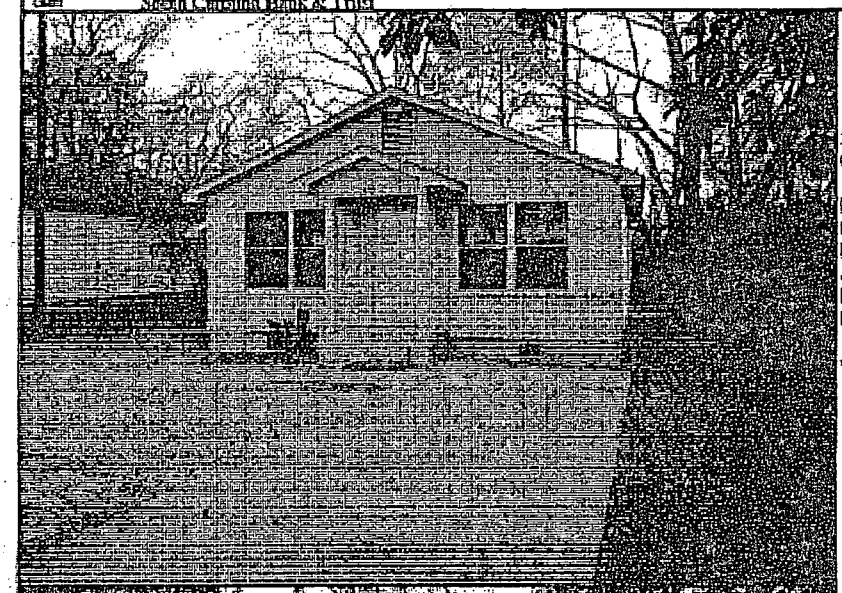
PHOTOGRAPH ADDENDUM

Borrower or Owner N/A

Property Address 4824 Linden Street

City Columbia County Richland State SC Zip Code 29203

Client South Carolina Bank & Trust



COMPARABLE #4

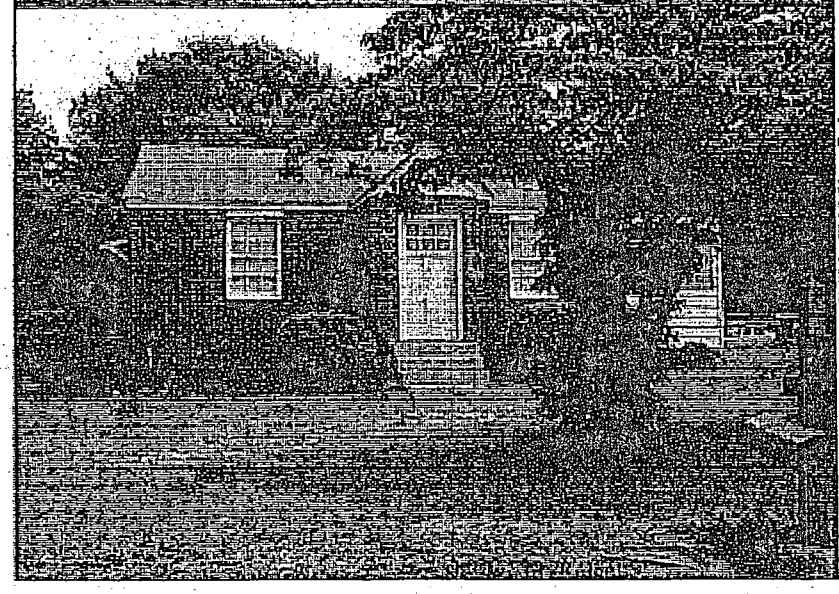
5745 Colonial Drive
Columbia, SC 29203

Price	$22,050
Price/SF	21.51
Date	s04/12;e03/12
Age	27
Room Count	5-3-1.1
Living Area	1,025
Value Indication	$24,150

COMPARABLE #5

4902 Linden Street
Columbia, SC 29203

Price	$33,500
Price/SF	33.50
Date	Active
Age	59
Room Count	5-2-1.0
Living Area	1,000
Value Indication	$35,700



COMPARABLE #6

4844 Linden Street
Columbia, SC 29203

Price	$29,500
Price/SF	31.93
Date	Active
Age	59
Room Count	5-2-1.0
Living Area	924
Value Indication	$34,600

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File No. 091217G

CURRENT LICENSES

Borrower or Owner N/A
Property Address 4824 Linden Street
City Columbia County Richland State SC Zip Code 29203
Client South Carolina Bank & Trust

State of South Carolina BCDL017249
Department of Labor, Licensing and Regulation
Real Estate Appraisers Board

EUGENE C GARVIN JR

Is hereby entitled in practice as a:

Certified Residential Appraiser

License Number: 2746

Expiration Date: 06/30/2014 Tracy McCauley
OFFICE COPY Administrator

State of South Carolina BCDL025[illegible]
Department of Labor, Licensing and Regulation
Real Estate Appraisers Board

THOMAS E. GARVIN

Is hereby entitled in practice as a:

Certified Residential Appraiser

License Number: 4831

Expiration Date: 06/30/2014 Tracy McCauley
OFFICE COPY Administrator

State of South Carolina BCDL025427
Department of Labor, Licensing and Regulation
Real Estate Appraisers Board

O'NEIL H. CANNON II

Is hereby entitled in practice as a:

Certified Residential Appraiser

License Number: 4543

Expiration Date: 06/30/2014 Tracy McCauley
OFFICE COPY Administrator

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ELECTRONICALLY FILED - 2018 Apr 20 4:55 PM - RICHLAND - COMMON PLEAS - CASE#2011CP4006318

STATE OF SOUTH CAROLINA)
COUNTY OF Richland)
SCBT, N.A)
Plaintiff,)
vs.)
Sand dollar 31, LLC & Rhonda Meisner)
Defendant.)

IN THE COURT OF COMMON PLEAS
5th JUDICIAL CIRCUIT
CASE NO.: 2011-CP-40-6317 & 6318
Appellate Case 2018-000251

MOTION AND ORDER INFORMATION FORM AND COVERSHEET

Plaintiff's Attorney:	Defendant's Attorney: Rhonda Meisner
_____, Bar No. _____	_____, Bar No. _____
Address:	Address: PO Box 689 Blythewood, SC 29016
Phone: _____ Fax _____	Phone: _____ Fax _____
E-mail: _____ Other: _____	E-mail: _____ Other: (803) 206-3402 pegasus333@icloud.com

☐ **MOTION HEARING REQUESTED (attach written motion and complete SECTIONS I and III)**
☐ **FORM MOTION, NO HEARING REQUESTED (complete SECTIONS II and III)**
☐ **PROPOSED ORDER/CONSENT ORDER (complete SECTIONS II and III)**

SECTION I: Hearing Information

Nature of Motion: _____
Estimated Time Needed: 30 minutes Court Reporter Needed: ☒ YES / ☐ NO

2018 MAY 14 PM 3:05
JEANETTE W. McBRIDE C.C.P. & G.S.
RICHLAND COUNTY FILED

SECTION II: Motion/Order Type

☒ Written motion attached
☐ Form Motion/Order

I hereby move for relief or action by the court as set forth in the attached proposed order.

Rhonda A Meisner
Signature of ~~Attorney for~~ ☐ Plaintiff / ☒ Defendant

5/14/2018
Date submitted

SECTION III: Motion Fee

☐ PAID – AMOUNT: $ _____
☐ EXEMPT: (check reason)
- ☐ Rule to Show Cause in Child or Spousal Support
- ☐ Domestic Abuse or Abuse and Neglect
- ☐ Indigent Status ☐ State Agency v. Indigent Party
- ☐ Sexually Violent Predator Act ☐ Post-Conviction Relief
- ☐ Motion for Stay in Bankruptcy
- ☐ Motion for Publication ☐ Motion for Execution (Rule 69, SCRCP)
- ☐ Proposed order submitted at request of the court; or, reduced to writing from motion made in open court per judge's instructions
  Name of Court Reporter: _____
- ☐ Other: _____

JUDGE'S SECTION

☐ Motion Fee to be paid upon filing of the attached order.
☐ Other:

JUDGE CODE _____
Date: _____

CLERK'S VERIFICATION

Mette ✓ 5/14/18
Collected by: _____ Date Filed: _____
☐ MOTION FEE COLLECTED: $ _____
☐ CONTESTED – AMOUNT DUE: $ _____

SCCA 233 (11/2003)

STATE OF SOUTH CAROLINA COUNTY OF RICHLAND	IN THE COURT OF COMMON PLEAS DOCKET NO. 2011-CP-40-06318 AND 2011-CP-06317
SOUTH STATE BANK Plaintiff, v. Sand Dollar 31, LLC and Rhonda Lewis Meisner Defendants	MOTION TO ALTER AND AMEND PURSUANT TO S.C.R.C P. RULE 59(e) APPELLATE CASE No. 2018-002[illegible]

2018 MAY 14 PM 3:05
JEANETTE W. McBRIDE
C.C.P. & G.S.
RICHLAND COUNTY
FILED

The Defendant Rhonda Lewis Meisner. Pursuant to S. C .R. Civ. P. Rule 59(e) respectfully submits this motion to alter and amend the ORDER LIFTING AUTOMATIC STAY of the Honorable Joseph Strickland, Master in Equity judge filed on April 30, 2018 in the electronic records of the Court. This motion is made within 10 days of receipt of the written and clocked Order. The plaintiff received notice of the written Order on May 5, 2018. The plaintiff has timely filed this motion within 10 days of the receipt of the signed and clocked ORDER.

Rhonda Meisner requests the Court to reconsider its ruling in the above entitled case pursuant to S.C.R.C.P. Rule 59 (e) based on (1) the request by the plaintiff to lift the automatic stay and file not only a letter but the attached 2012

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limited appraisal is not ministerial in nature (2) a lifting of the automatic stay to file evidence not previously filed by the plaintiff cannot function to ignore or override the rules of evidence as neither the letter nor the appraisal nor the additional judgment which was not previously entered has been entered into evidence or the judgment roles by the plaintiff (in 2012 or 2017) prior to filing the notice of appeal (3) the plaintiff originally sought the assistance of Mr. Garvin in 2012 based on the Court's Order to complete the appraisal process (which is supported by the 2012 date on the appraisal); however, instead of entering the appraisal and valuation into evidence, the plaintiff sought to overturn the sale of the two properties and argued in 2012 the value of the properties should be assigned the amount of the mortgage.

Both the defendants, Sand Dollar 31, LLC and Rhonda Meisner, via the attorney of record, Glenn Bowens, accepted the BANK'S valuation of the properties as the amount of the mortgage by agreeing in Court documents that the amount of the mortgage was a fair value of the property.

Here, the plaintiff Bank asks the Court to assist it by re-writing the record and evidence by adding into the record, the limited appraisal which was never added in 2012 and by adding a 2017 letter by Mr. Garvin. In addition to not being eligible to appraise the properties pursuant to the appraisal statutes in 2012, Mr.

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Garvin did not get Angela Buckley's 2017 consent for the contents of the letter as required by this Court.

Not only did the defendants, via their attorney, Glenn Bowens object to Mr. Garvin in 2012, because he already worked for the Bank on the commercial side of the business, but Rhonda Meisner, in the hearing to apply the appraised values, again objected to Mr. Garvin because he worked for the Bank on the commercial side of the business.

Even though the plaintiff misstated the statutory requirements of the appointed appraisers, the objection was made and whether the bank complied with the statute in appointing Mr. Garvin is a matter of statutory interpretation because the statute plainly states the appraiser cannot:

> SECTION 29-3-700 Order for appraisal.
>
> Upon the filing of such petition...be appraised at its true value...who shall not be parties to the action or connected in business with or related by blood or marriage within the sixth degree to any such party.

As such, Mr. Garvin was not authorized in 2012 for the limited appraisal and therefore, his letter referencing the appraisal is as previously argued, defective. For, the above reasons, entry of the letter and the limited appraisal is highly prejudicial to the defendant, Rhonda Meisner, as the agreed upon value of the properties has already been determined, but not applied.

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The federal courts accept three reasons for modifying or altering a judgment which South Carolina also embraces. (1) to accommodate an intervening change in controlling law; (2) to account for new evidence not available at trial; or (3) to correct a clear error of law or prevent manifest injustice." *Pacific Ins. Co. v. Am. Nat'l Fire Ins. Co.*, 148 F.3d, 396 403 (4th Cir. 1998), cert. denied, 525 U.S. 1104 (1999); see *Zinkand v. Brown*, 478 F.3d 634, 637 (4th Cir. 2007).

"The purpose of Rule 59(e), S .C. R. Civ. P., to alter or amend the judgment [,] is to request the trial judge to 'reconsider matters properly encompassed in a decision on the merits.'" *Arnold v. State*, 309 S.C. 157, 172, 420 S.E.2d 834, 842 (1992) (quoting *Budinich v. Becton Dickinson and Co.*, 486 U.S. 196, 200 (1988))

Here, there are several findings of fact and conclusions of law that the plaintiff put forth and the Court adopted in its Order which are unsupported by evidence or the record. The Court found in (1) the ORDER denying the motion to alter and amend and Entering deficiency judgments filed in this action on December 28, 2017, that the Court had already ordered the filing of the opinion letter by the plaintiff; however, this ORDER was filed several months after the hearing and because of a motion to reconsider. As such, the subsequent "Order to file the letter and the 2012 limited appraisal was made because of a motion to alter and amend which is untimely. It is axiomatic that evidence not introduced during the regular hearing cannot be introduced months after the motion to alter and

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amend was heard. The motion to alter and amend was heard in July of 2017 and the resulting order was a result of the Court's request for proposed Orders. As such, entry of evidence after the hearing on the evidence is too late to be rescued by an Order of the Court to enter the letter into evidence.

First, The Court found that the Order of the Court after the Rule 59 (e) hearing that the letter and the appraisal should be entered into the Court record; however, South Carolina does not allow argument not previously raised to be raised for the first time in a Rule 59 (e) motion; therefore, the rules do not contemplate introducing evidence not previously entered into evidence five years after the fact. Second, not only did the plaintiff not submit the 2012 limited appraisal into evidence, they also did not submit the letter referencing the appraisal in the 2017 hearing. In 2012, the defendants, Sand Dollar 31, LLC and Rhonda Meisner properly filed a S. C. R. Civ. P. § 29-3-740; however, the plaintiffs did not file a return or designate their appraiser with the Court.

While the plaintiff may have elected the appraiser outside of the Court filings, the record is clear, the plaintiff failed to submit a return to the defendant's properly filed appointment of appraiser, Angela Buckley or enter the appraisal into evidence that was completed after the Court's Order in 2012. As the appraisal indicates, the appraisal was completed in 2012 but was not entered into evidence or the record of the court.

The plaintiff argued in Court for the first time that the appraisal was done pursuant to USPAP guidelines and did not submit the guidelines for the Court or the defendants to review. [1]He also did not inform the Court that the appraisal opinion expired in 2012 and because it was not entered into evidence cannot be referenced for valuation properties. A further review of the 2012 USPAP guidelines indicates the previously completed but not submitted appraisals by both appraisers have expired and cannot be used pursuant to the very guidelines they referenced. The valuation opinion of the plaintiff that "a fair gauge of the value of the property is the amount of the mortgage" was entered into the record and accepted on the record by both defendants.

Second, the voided court stamped Order cannot be replaced by the Court sua sponte or ex-parte because the plaintiffs are responsible for prosecuting their own case. One of the judgments was not entered; however, the Court cannot simply void the entry, enter the judgment that was omitted and back date the Order. This is prejudicial and unfair.

For the above reasons and all references to the record the defendant, Rhonda Meisner respectfully request the Master in Equity amend the ruling and remove the

[1] The plaintiff did not offer into evidence or serve on the other parties, the appraisal or report so that the Court could evaluate the report or review the USPAP standards and guidelines as argued by the plaintiff. Importantly, the plaintiff argued the report would have been served on Glenn Bowens, the attorney representing the parties at the time. However, Mr. Bowens could not remember whether he received the report or not, but the record is clear that the report or appraisal was not served on the Court or entered into evidence subsequent to trial, before the motion to vacate the sale, at the final hearing or at any time after the hearing.

letter and 2012 expired limited appraisal from the Court's record as prejudicial and not properly admitted evidence.

Respectfully Submitted,

Rhonda Lewis Meisner
Post Office Box 689
Blythewood, SC 29016
pegasus333@icloud.com
(803) 206-3402

May 14, 2018
~~August 8, 2017~~

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STATE OF SOUTH CAROLINA

COUNTY OF RICHLAND

S.C.B.T., N.A.

Plaintiff,

v.

Sand Dollar 31, LLC and Rhonda Meisner

IN THE COURT OF COMMON PLEAS
FIFTH JUDICIAL CIRCUIT

DOCKET NO. 2011-CP-40-6317 and 6318

CERTIFICATE OF SERVICE
Rule 59-e motion to reconsider lifting automatic stay

APPELLATE CASE NO. 2018-002

2018 MAY 14 PM 3:08
JEANETTE W. McBRIDE
C.C.P. & G.S.
RICHLAND COUNTY
FILED

The Defendant Rhonda Meisner hereby certifies that she has emailed a copy to the attorneys of record and they were notified via the electronic records filing and mailed a copy of her MOTION to reconsider the ORDER TO LIFT THE AUTOMATIC STAY
And this certificate of service to the circuit court and South Carolina Court of Appeals by depositing into the U.S. Mail postage prepaid and to the attorneys of record in this case TO: Sean Foerster, Rogers, Townsend and Thomas, PC 1221 main street 14th floor Columbia, SC 29201; Glenn Bowens Bowens law sc po box 424 Winnsboro SC 29180

Rhonda Lewis Meisner
Post Office Box 689
Blythewood, SC 29016
pegasus333@icloud.com
(803)206-3402

May 14, 2018

STATE OF SOUTH CAROLINA COUNTY OF RICHLAND SCBT, N.A., Plaintiff, vs. Sand Dollar 31, LLC; Rhonda Meisner; Defendants.	IN THE COURT OF COMMON PLEAS Civil Action# 2011-CP-40-6317 and 2011-CP-40-6318 ORDER

WHEREAS, this matter came before the Court at a hearing on May 29, 2018, concerning the "Motion to Alter and Amend Pursuant to S.C.R.C.P. Rule 59(e)" filed herein on May 14, 2018, by Defendant Rhonda Meisner ("Meisner");

WHEREAS, the Court, having fully considered the arguments set forth in the motion and the arguments of the parties at the hearing, finds no abuse of its discretion in entering the Order Lifting Automatic Stay in these cases on April 30, 2018, and that such an order was justified;

NOW, THEREFORE, it is ordered that:

1. The "Motion to Alter and Amend Pursuant to S.C.R.C.P. Rule 59(e)" filed by Defendant Rhonda Meisner herein on May 14, 2018, is denied.

AND IT IS SO ORDERED.

[Court's signature page to follow]

ELECTRONICALLY FILED - 2018 Jul 19 8:45 AM - RICHLAND - COMMON PLEAS - CASE#2011CP400318

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ELECTRONICALLY FILED - 2018 Jul 19 8:45 AM - RICHLAND - COMMON PLEAS - CASE#2011CP4006318

Richland Common Pleas

Case Caption: SCBT N A vs Sand Dollar 31 LLC

Case Number: 2011CP4006318

Type: Master/Order/Other

It is so Ordered

s/Joseph M. Strickland, 3055

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STATE OF SOUTH CAROLINA COUNTY OF RICHLAND SCBT, N. A., Plaintiff, v. Sand Dollar 31, LLC; Rhonda Meisner; Defendant(s).	IN THE COURT OF COMMON PLEAS DOCKET NO. 11-CP-40-6317 JUDGMENT OF FORECLOSURE AND SALE Deficiency Judgment Demanded against Sand Dollar 31, LLC and Rhonda Meisner

(016555-00040)

RICHLAND COUNTY
FILED
2012 MAY 16 AM 10: 55
JEANETTE W. McBRIDE
C.C.P. & G.S.

Teri K. Stomski, Esquire
Attorney for the Plaintiff

Glenn E. Bowens
Attorney for the Defendants

A hearing was held April 25, 2012 at 10:00 am. Evidence was presented, which is reported herewith, and from the evidence, I find and conclude as follows:

FINDINGS OF FACT:

1. The Lis Pendens was filed on September 22, 2011. The amended Lis Pendens was filed on September 27, 2011.

2. The Summons and Complaint were filed on September 22, 2011. The amended Summons and Complaint were filed on September 27, 2011.

3. Service was made upon all Defendant(s) as shown by the proof(s) of service filed herein.

4. The Defendant(s) Sand Dollar 31, LLC and Rhonda Meisner, answered and filed a counterclaim to which Plaintiff timely responded with an answer.

5. The Defendant(s) Rhonda Meisner, is not in the Military Service of the United States of America, as contemplated under The Servicemembers Civil Relief Act, 50 U.S.C. § 501 et. seq. as shown by affidavit, certificate or order filed herein.

6. No Defendant raised any issues related to Plaintiff's standing to prosecute this

STATE OF SOUTH CAROLINA COUNTY OF RICHLAND SCBT, N.A., Plaintiff, vs. Sand Dollar 31, LLC; Rhonda Meisner, Defendants.	IN THE COURT OF COMMON PLEAS DOCKET NOS.: 2011-CP-40-06317 and 2011-CP-40-06318 ORDER DENYING MOTION TO ALTER OR AMEND AND ENTERING DEFICIENCY JUDGMENTS

2017 DEC 28 PM 2:11
RICHLAND COUNTY
FILED
JEANETTE W. WALKER
C.C.P. & G.S.

These cases came before the Court at a hearing on October 5, 2017, on the following matters:

- The "Motion to Alter or Amend Pursuant to S.C.R.C.P. Rule 59(e) and Motion to Hold Actions Items in Abeyance Until Court Can Evaluate the Appraisal Evidence" filed by Defendant Rhonda Meisner ("Meisner") herein on August 8, 2017;
- The reasonableness of the attorney's fees awards in the Judgments of Foreclosure and Sale entered in both cases, which issue had been previously taken under advisement but never ruled upon after hearings on the issue on July 27, 2016, and on February 1, 2017; and
- The report of the appraisers required by the Order entered on July 27, 2017, for purposes of establishing the deficiency judgment amounts to be entered against Meisner in accordance with the Appraisal Rights Statutes (S.C. Code Ann § 29-3-680 *et seq.*).

Sean M. Foerster, Esquire, appeared on behalf of Plaintiff SCBT, N.A., which is now known as South State Bank ("Plaintiff"). Glenn E. Bowens, Esquire, appeared on behalf of Defendant Sand Dollar 31, LLC ("Sand Dollar 31"). Meisner appeared *pro se*.

The Court also takes this opportunity to vacate an administrative dismissal entered in both cases on September 12, 2017.

Relevant Facts

The facts relevant to the matters before the Court at this time are as follows:

1. Motion to Alter or Amend.

Meisner's motion to alter or amend asks the Court to reconsider its Order entered on July 27, 2017, denying her motion to amend her answer to add counterclaims and ordering an appraisal of the properties at issue in these two foreclosure actions for purposes of determining the deficiency judgment amounts to be entered against her.

As grounds for her motion, Meisner contends:

- Plaintiff should be judicially estopped from taking a position as to the value of the properties that differs from the position stated in Plaintiff's Motion to Vacate Foreclosure Sale filed on September 6, 2012, but which motion Plaintiff withdrew on July 10, 2014;
- Plaintiff did not timely designate its appraiser, Eugene Garvin. While Meisner cannot refute that Plaintiff designated its appraiser by letter to the Court dated August 17, 2012, she contends this designation is ineffective because it is outside of the court records;
- The Court never ruled on Meisner's declaratory judgment counterclaim to determine the rights and obligations of Meisner under the notes, mortgages, and guaranty agreements in both cases; and
- The Court never ruled on the issue of whether Meisner signed the guaranty agreements for the mortgage loans at issue in her individual capacity.

2. Attorney's Fee Awards.

On May 16, 2012, the Court entered Judgments of Foreclosure and Sale in both of these cases. In civil action # 2011-CP-40-6317, the Court awarded Plaintiff $6,000 in attorney's fees. In civil action # 2011-CP-40-63118, the Court awarded Plaintiff $8,000 in attorney's fees.

Meisner appealed from both judgments. On December 3, 2014, the South Carolina Court of Appeals entered an opinion affirming the Court on all issues raised in Meisner's appeal except for the award of attorney's fees to Plaintiff in both foreclosures, stating in the opinion, "[W]e remand this case so the master can award reasonable attorney's fees."

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On July 27, 2016, per the instruction from the Court of Appeals, the Court held a remand hearing to award reasonable attorney's fees in both cases. At the hearing, Plaintiff's counsel submitted to the Court the following affidavits[1]:

- For civil action # 2011-CP-40-6317, an Affidavit of Attorney's Fees signed by Teri K. Stomski seeking an award of $6,000 in attorney's fees to Plaintiff, and an Affidavit of Sean M. Foerster authenticating certain billing records of Plaintiff's counsel showing that Plaintiff incurred over $6,000 in attorney's fees through the date of the second foreclosure sale and almost $16,000 in attorney's fees through the date that Meisner filed her appeal;
- For civil action # 2011-CP-40-6318, an Affidavit of Attorney's Fees signed by Teri K. Stomski seeking an award of $8,000 in attorney's fees to Plaintiff, and an Affidavit of Sean M. Foerster authenticating certain billing records of Plaintiff's counsel showing that Plaintiff incurred over $9,000 in attorney's fees through the date of the second foreclosure sale and over $18,000 in attorney's fees through the date that Meisner filed her appeal.

The Court took the issue of attorney's fees under advisement at the conclusion of the remand hearing to give Meisner time to file her objections to the affidavits supplied by Plaintiff's counsel.

On August 19, 2016, Meisner filed an "Objection to Attorney's Fees Affidavit Submitted at the July 27, 2016 Hearing," complaining of the content and timing of the affidavits supplied by Plaintiff's counsel.

On February 1, 2017, the Court again heard arguments from the parties concerning the reasonableness of the attorney's fee amounts awarded in both cases, and again took the issue under advisement.

3. Return of Appraisers.

On May 16, 2012, the Court entered Judgments of Foreclosure and Sale in both of these cases in the following amounts: $63,734.92 in civil action # 2011-CP-40-6317 and $43,220.45 in civil action # 2011-CP-40-6318.

[1] Both sets of affidavits were filed in their respective cases on November 23, 2016.

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On June 4, 2012, the subject properties were sold at a foreclosure sale. Because Plaintiff demanded deficiency judgments in both cases, the subject properties went to a second sale on July 5, 2012.

In civil action # 2011-CP-40-6317, the property at 4824 Linden Street, Columbia, South Carolina 29203, sold at the second sale to SCORE LLC for $25,001.00.

In civil action # 2011-CP-40-6318, the property at 8391 Winnsboro Road, Blythewood, SC, sold at the second sale to SCORE LLC for $10,501.00.

On July 31, 2012, Meisner filed a "Petition for Appraisal S.C. Code Ann. § 29-3-680 *et. seq.*" in both actions in which she sought an order of appraisal under S.C. Code Ann. § 29-3-680 to 29-3-770 ("Appraisal Rights Statutes"). While this petition purported to be on behalf of both Meisner and Sand Dollar 31, it was signed and filed by only Meisner, who was not a licensed attorney. It was not signed or filed by Glenn E. Bowens, Esquire, counsel of record for Sand Dollar 31 at the time.

By Order entered herein on July 27, 2017, the Court granted Meisner's "Petition for Appraisal S.C. Code Ann. § 29-3-680 *et. seq.*" in both actions. The Court ordered Plaintiff's designated appraiser, Eugene Garvin, and Meisner's designated appraiser, Angela Buckley, to convene and try to agree on the value of the two properties at issue in these foreclosure actions as of the time of the second foreclosure sale, and for the parties to then provide the Court with a copy of the appraisers' opinions. The Court further ordered that if the appraisers could not agree on the values of the two properties, it would hold a follow-up hearing on the matter and decide how to proceed with the appraisal process.

By letter dated September 1, 2017, Plaintiff's counsel submitted to the Court a letter from Eugene Garvin dated August 30, 2017, which purported to set forth the opinions of both appraisers as to the value of the two properties. Also enclosed with Mr. Garvin's letter were his appraisal reports for both properties. According to Mr. Garvin's letter, the appraisers' opinions as to the value of each property as of the time of the second foreclosure sale are as follows:

- For civil action # 2011-CP-40-6317 concerning the property at 4824 Linden Street, Mr. Garvin determined the property to be worth $25,000 "as is." Ms. Buckley determined the property to be worth $31,000 "subject to" repairs in the amount of $12,080, or $18,920 "as is."

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- For civil action # 2011-CP-40-6318 concerning the property at 8391 Winnsboro Road, Mr. Garvin determined the property to be worth $16,000 "as is." Ms. Buckley determined the property to be worth $20,000 "subject to" repairs in the amount of $4,530, or $15,470 "as is."

Neither Meisner nor Ms. Buckley ever submitted any documents to the Court to support or refute Ms. Buckley's value of the two properties as set forth in Mr. Garvin's letter.

4. Administrative Dismissal.

During Richland County's recent transition to the electronic case management system, it was discovered that the records of the South Carolina Court Administration inaccurately showed several thousand closed cases as still pending with this Court due to a computer glitch. In response, the Court entered an Omnibus Order of Dismissal Without Prejudice on September 12, 2017, that dismissed several thousand cases. These two cases were inadvertently affected by the Omnibus Order, and the Clerk of Court entered administrative dismissals in the public index of each case on September 12, 2017.

Conclusions of Law

The Court finds and concludes as follows:

1. Meisner's motion to alter or amend is denied.

The Court declines to alter or amend its Order entered on July 27, 2017, because the order is not controlled by an error of law or based on factual conclusions without evidentiary support.

"A party *may* wish to file such a motion [under Rule 59(e)] when she believes the court has misunderstood, failed to fully consider, or perhaps failed to rule on an argument or issue, and the party wishes for the court to reconsider or rule on it." *Elam v. S.C. DOT*, 361 S.C. 9, 24, 602 S.E.2d 772, 780 (2004). "There is nothing inherently unfair in allowing a party one final chance not only to call the court's attention to a possible misapprehension of an earlier argument, but also to revisit a previously raised argument." *Id.* at 22, 602 S.E.2d at 779.

With respect to Meisner's judicial estoppel argument, the Court did not misunderstand or fail to fully consider Meisner's previous arguments on this issue. The Plaintiff is not bound by any position taken in its Motion to Vacate Foreclosure Sale since the motion was voluntarily withdrawn before being ruled upon.

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With respect to the timeliness of Plaintiff's designation of its appraiser, the Court finds no error in its prior order. "[W]ithin ten days after service of a copy of the order upon the judgment creditor or his attorney of record he shall designate to the clerk another appraiser..." S.C. Code Ann. § 29-3-710 (emphasis added). Plaintiff designated its appraiser by letter to the Court dated August 17, 2012—five years prior to the Order of July 27, 2017. Further, it is clear on the face of the Order of July 27, 2017, that Plaintiff had already designated its appraiser before the entry of that order. Therefore, Plaintiff's designation of its appraiser was timely as it was made well before ten days after service of a copy of the Order of July 27, 2017.

With respect to Meisner's declaratory judgment counterclaim concerning her obligations under the loan documents and whether Meisner signed the guaranty agreements in her individual capacity, these issues have been fully adjudicated. The Judgments of Foreclosure and Sale entered in both of these cases on May 16, 2012, concluded that Meisner was personally liable for the mortgage debt in each case based on her signing the guaranty agreements for each loan and accordingly entered personal judgments against her. The Court of Appeals affirmed the Judgments of Foreclosure and Sale on that issue. Meisner's motion with respect to this issue is therefore untimely.

For these reasons, the Court denies Meisner's "Motion to Alter or Amend Pursuant to S.C.R.C.P. Rule 59(e) and Motion to Hold Actions Items in Abeyance Until Court Can Evaluate the Appraisal Evidence."

2. The prior attorney's fee awards were reasonable.

The award of attorney's fees set forth in the Judgments of Foreclosure and Sale entered in each case on May 16, 2012, are hereby affirmed.

"Where there is a contract, the award of attorney's fees is left to the discretion of the trial judge and will not be disturbed unless an abuse of discretion is shown." *United States Bank Tr. Nat'l Ass'n v. Bell*, 385 S.C. 364, 379-80, 684 S.E.2d 199, 207 (Ct. App. 2009). "There are six factors to consider in determining an award of attorney's fees: 1) nature, extent, and difficulty of the legal services rendered; 2) time and labor devoted to the case; 3) professional standing of counsel; 4) contingency of compensation; 5) fee customarily charged in the locality for similar services; and 6) beneficial results obtained." *Blumberg v. Nealco*, 427 S.E.2d 659, 660 (S.C. 1993).

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The Court of Appeals charged this Court to "award reasonable attorney's fees." Based on the affidavits of Teri K. Stomski and Sean M. Foerster supplied by Plaintiff's counsel for each case, the Court confirms its previous awards of reasonable attorney's fees set forth in the Judgments of Foreclosure and Sale in each case. The Court finds that the fees awarded are reasonable in relation to the services performed and anticipated to be performed until final adjudication of these actions. The fees are likewise reasonable based on the time that Plaintiff's counsel necessarily devoted to the representation of Plaintiff during the several year course of these proceedings. The services of Plaintiff's counsel performed for Plaintiff, which include the number and types of pleadings and documents prepared, the incumbent liabilities, and the difficulties involved in these particular cases also support the fees awarded. The fees awarded are reasonable given the professional standing of Plaintiff's counsel and their experience in handling foreclosure matters. The fees awarded are also reasonable in light of the fees customarily awarded by this Court for similar services in this locality. Finally, the efforts of Plaintiff's counsel have had the beneficial result of a successful foreclosure of the mortgages in these two cases, which further justifies the fee awards.

3. Deficiency judgments shall be entered based on S.C. Code Ann. § 29-3-740.

The Court adopts the opinion letter from Eugene Garvin dated August 30, 2017, with the reports attached thereto, as the Return of Appraisers and hereby enters deficiency judgments in both cases against Meisner in accordance with S.C. Code Ann. § 29-3-740.

"The board of appraisers as so constituted shall proceed to view and value the mortgaged property and all or a majority thereof shall make a sworn return within thirty days from their appointment of the true value of the property as of the date of sale, taking into consideration sale value, cost and replacement value of improvements, income production and all other proper elements which, in their discretion, enter into the determination of true value." S.C. Code Ann. § 29-3-720.

"The return of the appraisers shall be filed and recorded by the clerk as a judgment of the court and be subject to appeal as hereinafter provided." S.C. Code Ann. § 29-3-740.

"If the value returned after deduction therefrom of the amount of the price at which the property was sold under direction of the court be equal to or exceed the amount of the deficiency remaining upon the judgment after application of the net proceeds of sale the judgment shall be thereupon extinguished and cancelled of record by the clerk and if such returned value, after

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deduction of the amount of the sale price, be less than the deficiency the latter shall be abated and deemed paid, pro tanto, and be thereafter enforceable for only the remainder..." *Id.*

For civil action # 2011-CP-40-6317 concerning the property at 4824 Linden Street, Mr. Garvin determined the "as is" value of the property to be $25,000. Ms. Buckley determined the "as is" value of the property to be $18,920.[2] Because both valuations are lower than the $25,001 sale price at the second foreclosure sale, the deficiency judgment entered against Meisner in civil action # 2011-CP-40-6317 shall be determined based on that foreclosure sale price. After deducting the $25,001 foreclosure sale price from the foreclosure judgment amount of $63,734.92, there remains a deficiency owed by Meisner in the amount of $38,733.92 in civil action # 2011-CP-40-6317.

For civil action # 2011-CP-40-6318 concerning the property at 8391 Winnsboro Road, Mr. Garvin determined the "as is" value of the property to be $16,000 and Ms. Buckley determined the "as is" value of the property to be $15,470.[3] Both valuations are higher than the $10,501.00 sale price at the second foreclosure sale. To the benefit of Meisner, and because neither Meisner nor Ms. Buckley ever submitted any documents to the Court to support Ms. Buckley's valuation of this property as required by the Order of July 27, 2017, the deficiency judgment entered against Meisner in civil action # 2011-CP-40-6318 shall be determined based on Mr. Garvin's valuation of $16,000. After deducting the $16,000 appraisal value from the foreclosure judgment amount of $43,220.45, there remains a deficiency owed by Meisner in the amount of $27,220.45 in civil action # 2011-CP-40-6318.

With respect to Sand Dollar 31, the Court finds that it failed to timely petition for an order of appraisal. "In any real estate foreclosure proceeding a defendant against whom a personal judgment is taken or asked, whether he has theretofore appeared in the action or not, may within thirty days after the sale of the mortgaged property apply by verified petition to the

[2] The Court declines to adopt Ms. Buckley's valuation of $31,000 "subject to" repairs in the amount of $12,080 because there is no evidence before the Court that such repairs had been made to the subject property as of the date of the second foreclosure sale and neither Meisner nor Ms. Buckley ever submitted any documents to the Court as required by the Order of July 27, 2017, to support this valuation.

[3] The Court declines to adopt Ms. Buckley's valuation of $20,000 "subject to" repairs in the amount of $4,530 because there is no evidence before the Court that such repairs had been made to the subject property as of the date of the second foreclosure sale and neither Meisner nor Ms. Buckley ever submitted any documents to the Court as required by the Order of July 27, 2017, to support this valuation.

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clerk of court in which the decree or order of sale was taken for an order of appraisal." S.C. Code Ann. § 29-3-680(A).

Meisner's "Petition for Appraisal S.C. Code Ann. § 29-3-680 *et. seq.*" filed on July 31, 2012, was ineffectual as to Sand Dollar 31 because Meisner, a non-lawyer, was prohibited by law from representing this entity. *Renaissance Enters., Inc. v. Summit Teleservices, Inc.*, 334 S.C. 649, 651-53, 515 S.E.2d 257, 258-59 (1999)("We now hold a non-lawyer cannot represent a corporation in circuit or appellate courts ...a corporation may appear pro se only in magistrate's court."). Therefore, the deficiency judgment amounts to be entered against Sand Dollar 31 in both cases shall be based on the difference between the total judgment amount listed in each Judgment of Foreclosure and Sale and the second foreclosure sale price of each property.

After deducting the $25,001 foreclosure sale price from the foreclosure judgment amount of $63,734.92 in civil action # 2011-CP-40-6317, there remains a deficiency owed by Sand Dollar 31 in the amount of $38,733.92 in that action. After deducting the $10,501 foreclosure sale price from the foreclosure judgment amount of $43,220.45 in civil action # 2011-CP-40-6318, there remains a deficiency owed by Sand Dollar 31 in the amount of $32,719.45 in that action.

4. The administrative dismissals of these two cases are vacated.

Because these two cases still had pending issues to resolve at the time of the Omnibus Order of Dismissal Without Prejudice on September 12, 2017, they should not have been administratively dismissed. The Court therefore vacates the administrative dismissals of these two cases.

NOW, THEREFORE, it is ordered that:

1. The administrative dismissals entered in both cases on September 12, 2017, are vacated;

2. The "Motion to Alter or Amend Pursuant to S.C.R.C.P. Rule 59(e) and Motion to Hold Actions Items in Abeyance Until Court Can Evaluate the Appraisal Evidence" of Defendant Rhonda Meisner filed herein on August 8, 2017, is denied;

3. The award of attorney's fees set forth in the Judgments of Foreclosure and Sale entered in each case on May 16, 2012, are hereby affirmed in the amounts of $6,000 in civil action # 2011-CP-40-6317 and $8,000 in civil action # 2011-CP-40-6318;

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4. The total judgment amounts set forth in the Judgments of Foreclosure and Sale entered in each on May 16, 2012, are hereby affirmed in the amounts of $63,734.92 in civil action # 2011-CP-40-6317 and $43,220.45 in civil action # 2011-CP-40-6318, plus interest as set forth in those judgments;

5. The opinion letter from Eugene Garvin dated August 30, 2017, shall be filed and treated as the Return of Appraisers;

6. For civil action # 2011-CP-40-6317, deficiency judgment is entered against Defendant Rhonda Meisner in the amount of $38,733.92 plus interest at the legal rate for judgments;

7. For civil action # 2011-CP-40-6318, deficiency judgment is entered against Defendant Rhonda Meisner in the amount of $27,220.45 plus interest at the legal rate for judgments;

8. For civil action # 2011-CP-40-6317, deficiency judgment is entered against Defendant Sand Dollar 31, LLC, in the amount of $38,733.92 plus interest at the legal rate for judgments;

9. For civil action # 2011-CP-40-6318, deficiency judgment is entered against Defendant Sand Dollar 31, LLC, in the amount of $32,719.45 plus interest at the legal rate for judgments; and

10. This case is ended.

AND IT IS SO ORDERED.

Joseph M. Strickland
Master in Equity for Richland County

December 18, 2017

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STATE OF SOUTH CAROLINA	IN THE COURT OF COMMON PLEAS
COUNTY OF RICHLAND	DOCKET NO. 11-CP-40-6318
SCBT, N. A.,	
Plaintiff,	AFFIDAVIT OF ATTORNEY'S FEE Deficiency Judgment Demanded
v.	
Sand Dollar 31, LLC; Rhonda Meisner;	
Defendant(s).	

RICHLAND COUNTY FILED
2016 NOV 23 AM 9:50
CLERK OF COURT C.P. & G.S.

(016555-00039)

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

I am one of the attorneys for Plaintiff in the above-captioned action.

Background of Representation and Nature, Extent and Difficulty of the Representation

Plaintiff engaged my law firm, Rogers Townsend & Thomas, PC, to foreclose the mortgage that is the subject of this action. Plaintiff instructed our firm to handle this action as expeditiously as possible. Moving foreclosure cases along quickly is important to our clients because almost always our client's equity position deteriorates with time as the borrower fails to pay interest on his or her loan. Furthermore, in foreclosure cases, our clients face the increased risk that borrowers will not preserve the value of their homes as well as those borrowers who are not in default. Finally, there is a risk that they will allow their insurance to lapse or will not be able to pay their real property taxes.

Foreclosure cases typically involve multiple defendants, defendants with competing interests, and, frequently, third-party bidders. Unlike many other cases involving litigation, they require a title abstract to be performed. Foreclosure cases are governed by state statutes, specific rules of civil procedure, and an ever-growing body of common law. They also involve consumer rights protected by both federal and state statutes and case law. Frequently, homeowners will file petitions in the United States Bankruptcy Court to forestall the loss of their homes. Foreclosure cases usually involve pro se litigants who often contact our firm by telephone or in person (at the office or in court just before the hearing) to learn about the process, to learn how to reach our client directly, to try to bring their loan current, to pay off their loan, or to have their loan modified. At the time we accept a case, we do not know the full extent of the challenges we will run into and have to deal with for the fees we have agreed to handle the case for.

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When RTT assumed the representation of Plaintiff in this foreclosure action, we assumed a number of risks. Those risks include the possibility that any of the parties involved (the plaintiff, the court, our own staff, a third-party bidder, or some other third party) could make an error at any stage of the process. Errors made in the process of a foreclosure case can be expensive to remediate, largely because of the value of real property, but also because our client's instruction that we complete cases as expeditiously as possible requires us to presume that, for the most part, the legal process will run smoothly and without unnecessary errors or delays. We also incurred the risk that the borrower might try to mislead us about a loss mitigation resolution or that he or she might file a bankruptcy petition just before a critical event in the case.

I am informed and believe that Plaintiff selected RTT to handle this foreclosure because we have a large staff of attorneys and other skilled non-attorney professionals who are highly trained in a legal system that enables RTT to comply with Plaintiff's instructions. RTT also has expensive computer systems, and RTT creates and maintains data about our clients and the court system in the state that enable us to move cases quickly, to comply with the law, and to deal with borrowers. RTT also has sufficient capital to allow it to advance the litigation expenses required for cases to move quickly and efficiently. RTT has a proven track record with Plaintiff for accomplishing its work expeditiously and inexpensively.

We received this file and entered data about this case into our system to enable the rest of the foreclosure process to run smoothly. We then updated that data as we learned more about the case. We examined the title to identify all parties having or claiming any interest in the subject real estate. Ultimately, my fellow counsel, our staff, and I have been responsible for the preparation of the following pleadings and other documents in this case:

1. Lis Pendens and any amendment thereto
2. Summons and Complaint and any amendment thereto
3. Affidavits and proposed Orders for publication
4. Answer to Counterclaim
5. Certificate of Non-Military Service
6. Consent(s) to Order of Reference
7. Order of Reference
8. Notice(s) of Hearing
9. Record of Hearing
10. Proposed Judgment of Foreclosure and Sale
11. Notice of Sale

Additionally, we have been responsible for preparing and serving the pleadings upon each defendant personally or by statutory/substitute service; obtaining reinstatement and payoff figures and payment histories (if requested or required); and scheduling and attending the hearing in this matter.

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Our responsibilities after today include sending copies of the notice of the entry of judgment to appearing defendants, obtaining bidding instructions from Plaintiff or its designee, representing Plaintiff at the sale or arranging for such representation, preparing an Order of Sale or Report on Sale and Disbursements and Order Confirming Sale, and preparing the Foreclosure Deed and any other documents necessary in this particular action.

Plaintiff has advanced $4,924.00 in Attorney Fees for this case to my law firm, and this amount appears in the section of the debt entitled, "Advances."

I am informed and believe that all litigation expenses were reasonably and necessarily incurred.

Time Necessarily Devoted to the Case

To date, we have spent 21.90 hours and incurred $4924.00 in attorney fees on this foreclosure case. After today, however, I estimate that, in addition to the time and effort we have expended to date in prosecuting this action, our firm will spend a minimum of eight more hours working on the case. Moreover, depending upon the interest shown by defendants, third parties, or counsel for either and the inherent negotiations required thereby, other time may also be committed to the completion of the case. In that regard, I reserve the right to re-visit the question of attorney's fees should the action proceed in an unexpected way.

Professional Standing of Counsel

I have been the attorney primarily involved in this representation. However, other attorneys at RTT who primarily work on foreclosure cases in South Carolina are Samuel C. Waters, Cheryl H. Fisher, Reginald P. Corley, Jennifer W. Rubin, Ellie C. Floyd, Michael P. Morris, Eve M. Stacey, Mary R. Powers, Robert P. Davis, and William S. Koehler and collectively they have more than 100 years of experience in foreclosure and lender representation. Some or all of the lawyers previously named have worked on this case. We occasionally call on other lawyers in the firm to help us out.

I concentrate my practice in the areas of commercial foreclosure, banking and finance and commercial real estate. I was formerly State Counsel for five years for a national title insurance underwriter. I am an adjunct professor at the USC School of Law teaching Real Estate Transactions II and a frequent author and presenter for continuing legal education programs sponsored by the South Carolina Bar, Palmetto Land Title Association, American Land Title Association and private organizations. I was awarded the Gold Compleat Lawyer Award in 2009 and maintain an "AV® Preeminent" rating by Martindale-Hubbell, the highest possible rating in both legal ability and ethical standards. I have practiced law since 1992 with an emphasis on real estate transactions and litigation, lender representation and creditors' rights.

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Furthermore, this fee is in line with the fee customarily awarded to counsel with similar experience in this particular locality. Also, the Plaintiff's attorneys have achieved the beneficial result of a prompt foreclosure of the mortgage. In addition, we have available to us other attorneys in the firm who handle non-routine or contested litigation matters more than we do. Finally, we are able to provide more cost-effective legal services because we use a staff or highly trained and efficient non-attorney professionals, all of whom are supervised by some or all of the attorneys listed above

Contingency of Compensation

We work on an hourly fee basis for our commercial foreclosure clients.

In any event, in almost all of our cases our clients do not pay us until long after it has referred the case to us. Because of the long delay between the work we perform and when we are paid, we run the risk that our client will go into insolvency proceedings or transfer a loan to another entity during the foreclosure proceeding and never pay us. Our experience has confirmed the reality of such risk of non-payment.

Beneficial Results Obtained

I have submitted this affidavit because I believe the Court will enter a judgment of foreclosure and sale consistent with the relief we requested in the pleadings. Therefore, if the court is considering this affidavit, it is only because my law firm has obtained a beneficial result for my client.

Customary Legal Fees for Similar Services

Under the foregoing recitals, I have found that courts generally award attorney's fees of $4,500.00 or more for similar residential foreclosure cases in South Carolina. The fee I am requesting in this case is in line with those awards. This sum is contemplated in language contained in the mortgage previously offered into evidence in this action.

Conclusion

In view of all of the foregoing facts and the size of the mortgage debt involved in this case, in my professional opinion a reasonable attorney's fee would be $8,000.00 plus expenses.

Rogers Townsend & Thomas, PC
ATTORNEYS FOR PLAINTIFF
Teri K. Stomski
220 Executive Center Drive
Columbia, SC 29210

Post Office Box 100200 (29202)
(803) 771-7900

Sworn to before me this 24th day of April, 2012.

Notary Public for South Carolina
My Commission Expires: 11-5-19

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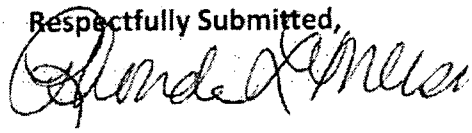
CERTIFICATION OF APPELLANT

The appellant, Rhonda Meisner certifies that she has placed every document that another party has requested into the record on appeal and that no other material has been added to the record on appeal.

Respectfully Submitted,



June 21,2019

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