

THE STATE OF SOUTH CAROLINA  
In the Court of Appeals

APPEAL FROM FLORENCE COUNTY  
Court of Common Pleas

Michael G. Nettles, Circuit Court Judge

Court of Appeals No. 2019-000486  
Florence Common Pleas No. 2018-CP-21-03238

**RECEIVED**

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SC Court of Appeals

Nationstar Mortgage LLC.....Plaintiff,

v.

Barbara A. Gibbs, Melvin E. Gibbs, and  
Westbrook Phase IV Homeowners Association.....Defendants,

Of whom Barbara A. Gibbs and Melvin E. Gibbs are the.....Appellants,

v.

Nationstar Mortgage LLC.....Respondent.

**RESPONDENT NATIONSTAR MORTGAGE LLC'S  
RETURN TO MOTION FOR EMERGENCY HEARING**

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*Attorney for Respondent Nationstar  
Mortgage LLC*

Respondent Nationstar Mortgage LLC (“Nationstar”), by undersigned counsel, hereby objects to Appellants’ Emergency Motion for Hearing (“Emergency Motion”) and respectfully prays that the Court deny it.

### **BACKGROUND**

This appeal arises out of a foreclosure judgment<sup>1</sup> entered by the Court of Common Pleas for Florence South Carolina (“Lower Court”) on March 4, 2019. Appellants filed a notice of appeal for the Lower Court’s foreclosure judgment. During the appeal, Appellant Barbara Gibbs filed a Chapter 13 bankruptcy petition with the United States Bankruptcy Court for the Northern District of Georgia (“Bankruptcy Court”) on March 27, 2019.<sup>2</sup>

During the bankruptcy case, Mrs. Gibbs secured confirmation of her proposed Chapter 13 plan.<sup>3</sup> To participate in Mrs. Gibbs’s Chapter 13 reorganization, Nationstar filed a secured proof of claim with the Bankruptcy Court.<sup>4</sup> Nationstar’s proof of claim identifies the existing arrearage balance for Mrs. Gibbs’s mortgage loan as \$229,667.35<sup>5</sup> and discloses that Mrs. Gibbs’s contractual mortgage payments are \$3,326.84 per month. Under her confirmed Chapter 13 plan, Mrs. Gibbs agreed to repay the arrearage that she owes to her mortgage lender, Nationstar, during her Chapter 13 bankruptcy.<sup>6</sup> As part of the treatment of Nationstar’s secured claim, Mrs. Gibbs also agreed to pay Nationstar the monthly contractual payment owed under her mortgage loan during her bankruptcy pursuant to the following provisions of her Chapter 13 plan:

Beginning with the first payment that is due after the date of the order for relief under Chapter 13, the debtors will maintain the

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<sup>1</sup> A copy of the Lower Court’s foreclosure judgment is attached as **Exhibit 1**.

<sup>2</sup> A copy of Appellant Barbara Gibbs’s Bankruptcy Petition is attached as **Exhibit 2**.

<sup>3</sup> Copies of Appellant Barbara Gibbs’s Chapter 13 Plan and the Bankruptcy Court’s Order Confirming Chapter 13 plan are attached as **Exhibit 3**.

<sup>4</sup> A copy of Nationstar’s secured proof of claim is attached as Exhibit 4. Nationstar would further note that it retains the right to amend its proof of claim filed with the Bankruptcy Court.

<sup>5</sup> See **Exhibit 4**, Proof of Claim at 2. & 4.

<sup>6</sup> See **Exhibit 3**, Chapter 13 Plan § 3.1 (identifying Nationstar as a secured creditor entitled to receive mortgage arrearage cure payments and contractual mortgage payments from Mrs. Gibbs during her Chapter 13 bankruptcy).

current contractual installment payments on the secured claims listed below, with any changes required by the applicable contract and noticed in conformity with applicable ruled. These payments will be disbursed directly by the debtor(s). Any existing arrearage on a listed claim will be paid in full through disbursements by the trustee, with interest, if any....<sup>7</sup>

These provisions of Mrs. Gibbs's plan are consistent with the arrearage curing provisions of the Bankruptcy Code. *See* 11 U.S.C. § 1322(b)(5) ("The plan may . . . notwithstanding paragraph (2) of this subsection, provide for the curing of any default within a reasonable time and maintenance of payments while the case is pending on any . . . secured claim on which the last payment is due after the date on which the final payment under the plan is due.").

To date, Mrs. Gibbs has failed to comply with her confirmed Chapter 13 plan and 11 U.S.C. § 1322(b)(5) because she has failed to pay Nationstar \$3,326.84 per month to fund the ongoing contractual amounts coming due under her mortgage loan during her bankruptcy. Indeed—by her and Appellant Melvin Gibbs's admissions—Mrs. Gibbs is not complying with her confirmed Chapter 13 plan and the Bankruptcy Code because she is only paying Nationstar \$2,197.32 per month during her bankruptcy rather than the \$3,326.84 monthly payment noted within Nationstar's proof of claim.<sup>8</sup> Moreover, Appellants continued pursuit of their meritless appeal has prevented arrearage cure payments from being paid to Nationstar as part of Mrs. Gibbs's bankruptcy because the Bankruptcy Court is not allowing the Chapter 13 Trustee to pay Nationstar the arrearage payments provided by the confirmed Chapter 13 plan as follows:

As to the claim of Nationstar, the Trustee shall not disburse any funds owed pursuant to the terms of the confirmed plan until further order of this Court. Nationstar and/or the Debtor shall bear the responsibility to notify the Trustee and the Court of any final

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<sup>7</sup> *See* **Exhibit 3**, Chapter 13 Plan at § 3.1.

<sup>8</sup> *See* App. Emergency Hrg. Mot. at ¶ 15. Nationstar further notes that Appellants mischaracterize the effects of Mrs. Gibbs's confirmed Chapter 13 plan as some form of "loan modification" in paragraph 15 of their motion. This is not the case, the repayment terms in the mortgage loan remain unchanged, and Mrs. Gibbs's Chapter 13 plan simply provides the mechanism by which she can cure her existing payment delinquency for her mortgage loan during her Chapter 13 bankruptcy.

resolution of pending litigation currently in existence in the State of South Carolina as to the claim of Nationstar.<sup>9</sup>

In an attempt to challenge Nationstar's proof of claim before the Bankruptcy Court, Mrs. Gibbs filed an objection to Nationstar's proof of claim.<sup>10</sup> Notably, the objection to claim only objected to the documentation supporting the proof of claim rather than challenging the foreclosure judgment awarded to Nationstar or raising any of the issues identified in the Appellants' initial brief.<sup>11</sup> Recently, the Bankruptcy Court entered an order that grants Appellants and Nationstar relief from the Bankruptcy Court's automatic stay to advance this appeal.<sup>12</sup> Critically, the Bankruptcy Court's order only allows the parties to advance the appeal pending before this Court and precludes Nationstar's pursuit of any collection activities—such as proceeding with a judicial sale—if Nationstar prevails on the appeal, and the case is returned to the Lower Court.<sup>13</sup>

### **ARGUMENT**

The Court should deny Appellants' Emergency Motion for Hearing and all relief requested. In South Carolina, "[a]s a general rule, only final judgments are appealable." *Culbertson v. Clemens*, 322 S.C. 20, 23, 471 S.E.2d 163, 164 (1996). Because the foreclosure judgment at issue in this case is a final adjudication of the foreclosure action pending before the Lower Court, there is no need to remand the case to the Lower Court for further litigation. Moreover, Appellants' requests for sanctions are unwarranted because Nationstar's participation in Mrs. Gibbs's bankruptcy and this appeal do not trigger any grounds for sanctions. Finally, Appellants concerns that the Lower Court prevented her from litigating the merits of the foreclosure action are unfounded. Critically, Mrs. Gibbs elected not to advance arguments during the hearing for

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<sup>9</sup> See **Exhibit 3**, Confirmation Ord. at ¶ 6.

<sup>10</sup> **Exhibit 5**, App. Obj. to Claim.

<sup>11</sup> See *id.*

<sup>12</sup> **Exhibit 6**, Ord. Granting Relief from Automatic Stay.

<sup>13</sup> See *id.*

Nationstar's motion for summary judgment by declining the Lower Court's invitation to speak during the hearing:

[Circuit Court Judge]: All right. All right. Let's hear from Ms. Gibbs now. It's not necessary that you speak, but this is your opportunity to speak if you would like to.

[Mrs. Gibbs]: Thank you, Your Honor, but I don't care to speak this morning

[Circuit Court Judge]: Very good. Thank you, ma'am. All right.

(Feb. 20, 2019 Tr. p. 16, lines 16–21 & p. 17, lines 5-7.)<sup>14</sup>

The record giving rise to the foreclosure judgment is set forth in the Lower Court's written order, and thus, jurisdiction over the appeal should remain with this Court until it renders a final ruling for this appeal.

### **CONCLUSION**

WHEREFORE, for the reason stated herein, Nationstar respectfully requests that Appellants' Emergency Motion for Hearing and all relief requested therein be DENIED.



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*Attorneys for Respondent*

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<sup>14</sup> See Exhibit 7, Hrg. Tr. (Feb. 20, 2019).

**CERTIFICATE OF SERVICE**

The undersigned attorney for the Respondent Nationstar Mortgage LLC certifies that its *Respondent's Return for Emergency Motion for Hearing* was served on the parties to this action by depositing a copy thereof in the United States Mail, first class, postage prepaid, on November 8, 2019, to the following:

Barbara Gibbs and Melvin Gibbs  
3108 Hidden Falls Drive  
Buford, GA 30519  
&  
4257 Monterey Drive  
Florence, SC 29501  
*Pro Se Appellants*

H. Guyton Murrell  
Scott and Corley, P.A.  
P.O. Box 2065  
Columbia, SC 29202  
*Attorney for Respondent Nationstar Mortgage LLC*

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SC Court of Appeals



Brian A. Calub (SCSB #72009)  
*Attorney for Respondent Nationstar Mortgage LLC*

# **Exhibit 1**

STATE OF SOUTH CAROLINA  
COUNTY OF FLORENCE

Nationstar Mortgage LLC,

PLAINTIFF,

VS.

Barbara A. Gibbs, Melvin E. Gibbs, and  
Westbrook Phase IV Homeowner's Association,

DEFENDANT(S).

IN THE COURT OF COMMON PLEAS

CASE NO. 2018-CP-21-03238

ORDER GRANTING PLAINTIFF'S MOTION  
FOR SUMMARY JUDGMENT AND ORDER  
AND JUDGMENT OF FORECLOSURE AND  
SALE

DEFICIENCY DEMANDED AGAINST  
BARBARA A. GIBBS

(151070.00306BH)

TO: Scott and Corley, P.A.  
Attorneys for Plaintiff  
2712 Middleburg Drive, Suite 200  
Columbia, SC 29204  
(803) 252-3340

Barbara A. Gibbs  
4257 Monterey Rd  
Florence, SC 29501

Barbara A. Gibbs  
3108 HIDDEN FALLS DRIVE  
Buford, GA 30519

Melvin E. Gibbs  
4257 Monterey Drive  
Florence, SC 29501

Westbrook Phase IV Homeowner's Association  
c/o Glenn Godfrey, Registered Agent  
4249 Monterey Drive  
Florence, SC 29501

Pursuant to Circuit Court Rule 53(b) of the South Carolina Rules of Civil Procedure, the above-entitled matter was referred to the undersigned to make appropriate findings of facts and conclusions of law with authority to enter a final judgment in the cause.

Pursuant to the said Order of Reference a hearing was held by this Court. At the hearing, evidence was presented and from the documents and records received into evidence by this Court, I find, conclude and order as follows:

### FINDINGS

1. This Court has jurisdiction over the subject matter of this action and the parties hereto and it is the proper forum for the adjudication of this matter.

2. The Court has determined that Plaintiff has complied with the Administrative Order of the Supreme Court dated May 2, 2011 (2011-05-02-01) and the Administrative Order of the Supreme Court dated May 22, 2009 (2009-05-22-01).

3. The Lis Pendens, Summons, and Complaint (and any amendments thereto or joinders thereto) as well as service affidavits for all defendants have been filed with the Clerk of Court for this county.

4. This foreclosure action was filed on October 23, 2013 in Florence County as Case No. 2013-CP-21-2795. Defendant Melvin Gibbs filed an Answer on March 20, 2013. The Answer denied the Defendants ever signed a promissory note, alleged the note had been paid in full, alleged the note had been discharged, denied a failure to make the payments on the note, and denied that the court has jurisdiction over the case. The case was referred to attorney Benjamin Moore to hear as Special Referee for Florence County by Order filed December 18, 2013. Plaintiff filed a Motion for Summary Judgment on March 20, 2014. After the Defendant Melvin Gibbs filed suit against the Special Referee in a federal court action in another state, the Special Referee recused himself by Order filed May 19, 2014. The case was transferred to Horry County and referred to the Horry County Master-in-Equity for hearing by Order filed July 28, 2015, with the case assigned Case No. 2015-CP-26-6384. Defendant Melvin Gibbs filed a Motion for Mandatory Injunction with the South Carolina Court of Appeals on September 10, 2015. The appeal was dismissed by Order filed December 31, 2015 due to the order appealed being interlocutory in nature. The Defendant filed suit against the Horry County Master-in-Equity in federal court in another state and the Horry County Master-in-Equity recused herself by Order filed March 6, 2018. By Order filed December 18, 2018, the case was transferred back to Florence County as assigned Case No. 2018-CP-21-3238.

5. This matter came before the court for a hearing on Plaintiff's Motion for Summary Judgment on February 20, 2019. A motion for summary judgment is appropriate only when it is clear there is no genuine issue of material fact and the moving party is entitled to a judgment as a matter of law. *Shumpert v. Time Insurance Co.*, 328 S.C. 574, 493 S.E.2d 111 (Ct. App. 1997). In ruling on a motion for

summary judgment, the trial court must view the evidence and all inferences which can be reasonably drawn therefrom in the light most favorable to the non-moving party. *Id.* Under Rule 56(c), the party seeking summary judgment has the initial burden of demonstrating the absence of a genuine issue of material fact. Once the moving party meets its initial burden, the non-moving party may not rest on mere allegations or denials in the pleadings; rather the non-moving party must come forward with specific facts showing there is a genuine issue for trial. *Boone v. Sunbelt Newspapers, Inc.* 347 S.C. 571, 556 S.E. 2d 732 (Ct. App. 2001).

6. In the present case, Defendant Barbara Gibbs is the only obligor on the subject note and mortgage and did not file an Answer to Plaintiff's complaint. The Defendant Melvin Gibbs filed an Answer asserting contradictory defenses that the account did not exist, that the account was current and that the account had been paid and satisfied. The Defendant Melvin Gibbs is not a party to the subject note or the mortgage and was named as a party defendant to this action solely due to obtaining an interest in the property after the note and mortgage were already a lien against the property. Despite not being a party to the loan contract or a signatory to the mortgage, Defendant Melvin Gibbs presented arguments to the court, over the objections of Plaintiff's counsel, as to alleged defenses to the foreclosure. Defendant Melvin Gibbs made an oral motion at the hearing to "add" Defendant Barbara Gibbs to his pleadings. Defendant Barbara Gibbs was provided an opportunity by the court at the hearing to speak and present any defenses or statements to the court but declined to do so. Defendant Melvin Gibbs is not an attorney licensed to practice law in the State of South Carolina, having been disbarred from the practice of law by Order of the South Carolina Supreme Court decided December 22, 2002 *In the Matter of M. Eugene Gibbs*, 349 S.C. 261, 562 S.E.2d 639 (S.C. 2002). Therefore, the court finds that Defendant Melvin Gibbs cannot appear on behalf of Defendant Barbara Gibbs and cannot make legal arguments and motions on her behalf. The court further finds that Defendant Melvin Gibbs is not a party to the loan contract and lacks standing to contest the debt.

7. The court finds that the evidence presented clearly establishes that the subject mortgage account is in arrears due to the failure of Defendant Barbara A. Gibbs to make the full monthly payments in a timely fashion and due to the failure to maintain insurance coverage on the subject real property as required by the terms of the loan. In support of the Motion for Summary Judgment, Plaintiff provided a sworn affidavit with a payment history, with an updated Affidavit of Indebtedness filed February 7, 2019. Plaintiff also submitted an Affidavit of Plaintiff as to Payment Application. Pursuant to the affidavit, the subject loan fell into arrears when the Defendant Barbara A. Gibbs failed to make the payment due on December 1, 2011. The payment history and supporting documentation shows that Plaintiff continued to accept late and partial payments on the account until Defendant Barbara Gibbs canceled the policy

providing insurance coverage on the property. By Mortgage Loan Statement dated March 19, 2013, Plaintiff confirmed that the account was past due for monthly payments in the amount of \$2,197.32, unpaid late charges of \$1,403.80, with the past due amount totaling \$3,662.62. Due to a reassessment for the escrow on the property taxes, the monthly payments were increased to \$2,205.96 effective with the payment due on April 1, 2013. Despite the notification of the increased payment due to the escrow reassessment, the Defendant Barbara A. Gibbs continued to submit payments for the previous payment amount of \$2,197.32 which resulted in an additional shortage combined with the previous failure to make any payment for the December 2012. Further pursuant to the affidavit, the Defendant Barbara A. Gibbs was required to maintain insurance coverage on the subject real property. The Defendant Gibbs canceled the insurance coverage effective December 16, 2012 as shown on the Acknowledgment of Cancellation Request. By letter dated January 13, 2013, Plaintiff notified Defendant Barbara A. Gibbs that she was required to provide proof of insurance coverage within 30 days or the Plaintiff would be forced to obtain coverage. By letter to Defendant Barbara A. Gibbs dated February 14, 2013, Plaintiff confirmed that the mortgagor had failed to provide proof of insurance coverage. By letter dated March 28, 2013, Plaintiff confirmed that they had obtained an insurance policy due to the mortgagor's failure to provide proof of coverage and the cost of the force-placed insurance coverage would be added to the monthly mortgage payment. By Mortgage Loan Statement dated May 20, 2013, the monthly mortgage payment was increased to \$2,990.59 due to the additional escrow for force-placed insurance. The statement confirmed new monthly payment was effective as of the June 1, 2013. The statement also confirmed an arrearage of \$3,756.81 as of May 20, 2013. Despite the multiple notifications of the increased monthly payment and the arrearage, Defendant Barbara A. Gibbs continued to submit payments of only \$2,197.32. A Notice of Breach was sent to Defendant Barbara A. Gibbs on September 5, 2013, for the arrearage of \$7,226.85. The Defendant Barbara A. Gibbs failed to cure the arrearage in the period provided and no further partial payments on the delinquent account were accepted by Plaintiff. Defendant Barbara Gibbs has failed to submit any evidence to contradict or disprove the payment arrearage shown on the payment history and related documents. Therefore, the Plaintiff's Motion for Summary Judgment is hereby granted.

8. The Defendants and/or all attorneys of record making either an appearance or filing a responsive pleading were notified of the time, date, and place of the hearing of this matter.

9. According to the affidavit(s) and certifications filed herein, any Defendant who is in default has been reviewed for his/her eligibility under The Servicemembers' Civil Relief Act of 2003 ("SCRA") and any amendments thereto and this review does not indicate any Defendant is eligible for protections.

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

action, and Plaintiff is the real party in interest as contemplated by Rule 17(a), SCRCP. The Court finds that any issues related to Plaintiff's standing or ability to prosecute this action are waived. Unless specifically denied by an answering Defendant, all allegations in the Complaint of Plaintiff are deemed admitted in full.

11. For value received, Barbara A. Gibbs made, executed and delivered a Note dated February 23, 2005, promising thereby to pay to the order of Bank of America, N.A. the sum of \$329,600.00 with interest at the rate of 6.37500% per annum. Other terms and conditions are stated in the Note, which is of record herein.

12. To better secure the payment of the Note described above, the said Barbara A. Gibbs, made, executed and delivered to Bank of America, N.A. a Mortgage in writing, dated February 23, 2005, covering real property in Florence County, which is the same as that described in the Complaint or Amended Complaint. The Mortgage was filed on March 4, 2005 and is of record in the Office of the Clerk of Court/Register of Deeds for Florence County in Book A909 at Page 1711. The Mortgage evidences and secures the repayment of money advanced by the mortgagee to, or on behalf of, the mortgagor(s).

13. Thereafter, said Mortgage was assigned to Nationstar Mortgage LLC by assignment instrument dated January 3, 2013 and recorded January 14, 2013 in Book B444 at Page 1567.

14. Pursuant to the South Carolina Lis Pendens Statute (S.C. Code Section 15-11-10, et. seq.) Counsel for Plaintiff has accomplished a Report on Title whereby Counsel for Plaintiff has, upon information and belief, named all parties who claim or may claim an interest in the subject property. This Court further finds that this Report on Title is a recoverable charge, expense, or cost as provided for in the Mortgage and/or Note contracts and the amount is found to be reasonable.

15. This Court therefore finds that this Mortgage constitutes a first lien on the mortgaged premises.

16. The Court finds that Plaintiff and its counsel have fully complied with all of their obligation(s) as required under the specific terms of the Note and Mortgage being foreclosed as well as all applicable Federal or State statutes or regulations, including, but not limited to, the furnishing of any notices, where applicable (e.g. post referral loss mitigation solicitation letter and/or acceleration warning letter, if or where applicable); the review of this Mortgage loan for compliance with the Home Affordability Modification Program (HMP), if applicable; and moreover and prior to the filing of this judicial proceeding, the Defendant(s) had not raised any compliance defenses or objections as to the servicing of any applicable banking or consumer laws by Plaintiff and/or its counsel.

17. According to the records of Plaintiff and its counsel, neither Plaintiff nor its counsel is

aware of any party to this action currently being on active duty or recently discharged. The Notice of Hearing issued by Counsel for Plaintiff specifically requests any defendant eligible under the SCRA contact Plaintiff's counsel. The Court finds that Counsel for the Plaintiff shall be entitled to recover its charges from the Plaintiff for this Certification/Report to the Court as part of its professional duties in prosecuting this action.

18. According to the records of Plaintiff and its counsel, neither Plaintiff nor its counsel is aware of any party to this action currently being under the protection of the United States Bankruptcy Court. Any demand for a deficiency is not applicable if a party has received a discharge in bankruptcy during the life of the mortgage or is currently under the active protection of the bankruptcy courts. Moreover, any party to this action who is a discharged borrower to the debt of the Plaintiff shall not be subject to and is specifically excluded from both the calculation and collection of any amounts due and owing to the Plaintiff, as required by Rule 71(a) of the South Carolina Rules of Civil Procedure. The Court finds that Counsel for Plaintiff shall be entitled to recover its charges from Plaintiff for this Certification/Report to the Court as part of its professional duties in prosecuting this action and the Court finds such charges to be reasonable.

19. Payment due on the Note has not been made as provided for in the Note and Plaintiff has elected to require immediate payment of the entire amount due thereon and has placed the Note and Mortgage in the hands of the attorney herein for collection.

20. With respect to attorney fees and in view of the potential financial liabilities and likely continuing professional obligations inherent in judicially prosecuting a real property mortgage credit matter, the attendant professional duties and responsibilities, and the size of the mortgage debt and consistent with similar case proceedings before this Honorable Court, I find that a reasonable attorney's fee in this matter would be \$9,005.00. This award is consistent with the laws of this state in the awarding of attorney fees. I have considered the six (6) factors (none of these factors is controlling in the singular) as follows: (1) the nature, extent and difficulty of the legal service rendered; (2) the time and labor necessarily devoted to the case; (3) the professional standing of counsel; (4) the contingency of compensation; (5) the fee customarily charged in the locality for similar legal services; and (6) the beneficial results obtained. *Taylor v. Medenica*, 331 S.C. 575, 503 S.E.2d 458 (1998); *Baron Data Systems v. Loter*, 297 S.C. 382, 377 S.E.2d 296 (S.C. 1989), *Jackson v. Speed*, 326 S.C. 289, 486 S.E.2d 750 (1997). Pursuant to the language in the Note and Mortgage, this Court has specifically reviewed and satisfied itself with all six (6) factors, as well as the disclosed client billing by Plaintiff's counsel considered in awarding reasonable attorneys' fees and costs/expenses/charges in this matter as set forth herein in this paragraph as well as Paragraph 18. As itemized below, I find all of the itemized fees and

costs/expenses/charges to be reasonable. Plaintiff has advanced \$7,195.00 to its counsel as partial payment of the attorney fees and this amount appears in Plaintiff's advances below. As itemized below, I find all of the itemized fees and costs/expenses/charges to be reasonable.

21. Although I have heretofore given consideration to all six (6) factors in the awarding of attorney fees and costs herein, jurisdiction over the fee award shall be reserved as granted in the Order of Reference with the right to re-visit the question of attorney fees should the action proceed in an unexpected way and/or to facilitate the assessment and payment of any such current or additional professional compensation.

22. The amount due and owing on the Note, with interest at the rate provided in the Note, including attorney's fee and allowable costs and charges allowable under and secured by the Note and Mortgage, is as follows:

|                                                                                 |                     |
|---------------------------------------------------------------------------------|---------------------|
| (a) Principal due                                                               | \$292,519.20        |
| (b) Interest Due from 07/01/2013 to 11/15/2018                                  | \$100,171.91        |
| (c) Interest from 11/16/2018 to 02/20/2019 (date of hearing)                    | \$4,904.71          |
| (d) Property Preservation                                                       | \$830.00            |
| (e) Previous Attorney Fees/Costs                                                | \$4,882.50          |
| (f) Property Inspections                                                        | \$569.00            |
| (g) Property Tax Advance                                                        | \$24,838.79         |
| (h) Hazard Insurance Advances                                                   | \$27,062.49         |
| (i) Paid Attorney's Costs                                                       | \$938.48            |
| (j) Paid Attorney's Fees                                                        | \$7,195.00          |
| (k) Attorney's fees (awarded herein, but unpaid)                                | \$1,810.00          |
| <b>TOTAL DEBT secured by Note and Mortgage including interest to date shown</b> | <b>\$465,722.08</b> |

Interest shall continue to accrue on the unpaid principal balance shown in (a) above, at the 6.375% from the date of hearing until entry of judgment, and such interest shall be added to the above stated "Total Debt": to comprise the amount of the judgment debt entered herein. Interest after the date of entry of judgment at the rate of 6.375% per annum (pursuant to the terms of the Note and Mortgage) shall accrue

on the judgment debt and shall be added to such judgment debt to comprise the amount of Plaintiff's debt secured by the Mortgage through the date of compliance with the terms of judicial sale. (Items (e) through (o) are subject to supplemental revision by Plaintiff's counsel and/or modification by the Court.)

23. Based upon a search of the public records of the aforesaid county pursuant to the South Carolina Lis Pendens statute, all persons or entities having an interest or lien or possible claim in or upon the mortgaged premises subordinate to the lien of Plaintiff as of the date and time of the filing of the Lis Pendens herein have been made defendants.

24. Plaintiff is seeking the usual foreclosure of mortgage and has in the Complaint expressly demanded the right to a personal or deficiency judgment against Barbara A. Gibbs.

25. None of the named Defendant(s) have established any claims or defenses, legal or equitable, for relief against Plaintiff, and therefore, no relief, be it legal or equitable, shall be granted to any of the named Defendant(s). In addition, all persons and/or entities who may be or may have been entitled to claim through or under the title or interest of the named Defendant(s) in the subject property shall likewise be absolutely barred and forever foreclosed of any rights, titles, or interests.

#### CONCLUSIONS OF LAW

I, therefore, conclude as follows:

1. Plaintiff has met the requirements of the Administrative Order of the South Carolina Supreme Court (2011-05-02-01) issued by Chief Justice Jean H. Toal, dated May 2, 2011, and also that Plaintiff has met the requirements of the Administrative Order of the South Carolina Supreme Court (2009-05-22-01) issued by Chief Justice Jean H. Toal, dated May 22, 2009.

2. After review of the pleadings of the parties, the Plaintiff's motion for summary judgment and attached exhibits, the Defendants' failure to respond to Plaintiff's Requests for Admission and the argument presented at hearing, I find that the Plaintiff has met its burden of establishing its right to foreclose upon the subject property. Further, I find that it submitted credible evidence as to the amount of the total debt owed on the property as of the date of its affidavit. Additionally, Defendants have failed to come forward with any specific facts showing there is a genuine issue for trial. Therefore, Plaintiff should have judgment of foreclosure of the Mortgage and the mortgaged property should be ordered sold at public auction after due advertisement.

3. All of the named Defendant(s) have not established any claims or defenses, legal or equitable, for relief against Plaintiff, and therefore, no relief, be it legal or equitable, shall be granted to any of the named Defendant(s). In addition, all persons who may be entitled to claim through or under the title or interest of the named Defendant(s) in the subject property shall likewise be absolutely barred

and forever foreclosed.

4. Plaintiff should have a personal or deficiency judgment against Barbara A. Gibbs.

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED:

1. Plaintiff has met the requirements of the Administrative Order of the South Carolina Supreme Court (2011-05-02-01) issued by Chief Justice Jean H. Toal, dated May 2, 2011, and also that Plaintiff has met the requirements of the Administrative Order of the South Carolina Supreme Court (2009-05-22-01) issued by Chief Justice Jean H. Toal, dated May 22, 2009.

2. Plaintiff's Motion for Summary Judgment is granted.

3. That there is due to Plaintiff on the obligation and mortgage as set forth in the Complaint or Amended Complaint the sum of \$465,722.08, representing the total debt due Plaintiff as set forth supra, together with interest at the rate provided therein on the balance of principal from the date aforesaid to the date hereof.

4. The amount due in the preceding paragraph (the "total debt" as set forth in Paragraph hereinabove, and later accrued interest on the principal) shall constitute the total judgment debt due the Plaintiff (may be supplemented as permitted by the Court) and shall bear interest hereafter at the rate of 6.375 percent per annum.

5. That on default of payment at or before the time herein indicated, the mortgaged premises described in the Complaint or Amended Complaint, as hereinafter set forth, be sold by the Florence County Clerk of Court at public auction, after giving Notice of the time and place of such sale by advertisement according to law. Any sales date is tentative and may be rescheduled at any time prior to the sale without further order of this Court or written notice to the parties of the notice of sale, provided notice of the new sales date is duly advertised as required by law. The sale shall be according to the following terms, that is to say:

(a) CERTIFIED FUNDS: The Clerk of Court will require a deposit of 5% on the amount of the bid (in certified funds or equivalent, said 5% deposit being due and payable immediately upon the closing of the bidding, same to be applied to the purchase price only upon compliance with the bid, but in case of non-compliance within 30 days same to be forfeited and applied to the costs and Plaintiff's debt.

(b) Interest on the balance of the bid shall be paid to the day of compliance at the rate of 6.375 percent.

(c) The sale shall be subject to taxes and assessments, existing easements and restrictions of record and prior liens of record.

(d) This Mortgage constitutes a first lien covering the real estate and improvements

therein described.

(e) Purchaser to pay for deed stamps/transfer taxes and cost of recording the deed with Plaintiff to pay the Statutory allowed fee to the preparer of said deed (be it this Court or Counsel for Plaintiff).

6. If Plaintiff be the successful bidder at said sale, for a sum not exceeding the amount of costs, expenses and the indebtedness of Plaintiff in full, Plaintiff may pay to the Court only the amount of the outstanding costs and expenses crediting the balance of the bid on Plaintiff's indebtedness.

7. Personal or deficiency judgment being demanded, the bidding will remain open for a period of thirty (30) days after the sale date. Plaintiff may waive its right to a deficiency judgment prior to sale, in which case the bidding will not remain open after the date of sale, but compliance with the bid may be made immediately.

8. This Court will by advertisement according to law, give notice of the time and place of such sale, and the terms thereof. Any sales date is tentative and may be rescheduled at any time prior to the sale without further order of this court or written notice to the parties of the notice of sale, provided notice of the new sales date is duly advertised as required by law. This Court will execute to the purchaser, or purchasers, a deed to the premises sold. Plaintiff, or any other party to this action may become a purchaser at such sale, and that if, upon such sale being made, the purchaser, or purchasers, should fail to comply with the terms thereof within 30 days after the date of sale, then this Court 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. In the event Plaintiff is the successful bidder, at its option, or the option of its assignee, the deed may be taken subject to payment by grantee of any taxes or assessments constituting a lien against the property sold under this order and hereinafter more fully described. All bidders are hereby and herein noticed that in the event the successful bidder is a third party, neither Plaintiff nor Plaintiff's counsel make any warranties or representations of any kind as to the subject property, including but not limited to its title or habitability on behalf of the third party bidder or any subsequent purchasers.

9. The sale will not be held unless either Plaintiff's attorney or Plaintiff's bidding agent is present at the sale and either Plaintiff's attorney or Plaintiff's bidding agent enters the authorized bid of Plaintiff for this individually captioned matter. In the alternative, Plaintiff's counsel, if permitted by the Court, may advise this Court directly of its authorized bidding instructions. In the event a sale is inadvertently held without Plaintiff's Counsel or Counsel's bidding agent entering the authorized bid of Plaintiff for this specifically captioned matter, the sale shall be null and void and the property shall be re-advertised for sale on the next available sale date.

10. In the event of a third party bidder wherein the successful third party bidder fails to deliver the required deposit in certified (immediately collectible) funds to this Court by close of bidding on the day of the sale, this Court will re-sell the subject property at the most convenient time thereafter (including the day of sale) upon notification to counsel for Plaintiff.

11. That this Court shall apply the proceeds of the sale as follows:

FIRST: To the payment of the amount of the permitted costs, charges, and expenses of this action, including any Guardian ad Litem or SCRA Attorney Fee or fees of any attorneys appointed by motion of Plaintiff's Counsel and under Order of the Court;

NEXT: To the payment to Plaintiff or Plaintiff's attorney, of the amount of Plaintiff's debt and interest or so much thereof as the purchase money will pay on the same; and Plaintiff's attorney shall receive and disburse such funds only in total and absolute compliance with the debt, interest, escrow, and related calculations of this Court including the Court's award for attorney fees, court permitted charges and taxable costs pursuant to Rules 54 and 71, South Carolina Rules of Civil Procedure;

NEXT: Any surplus will be held pending further order of the Court as provided for in the South Carolina Rules of Civil Procedure and particularly Rule 71(c) of the South Carolina Rules of Civil Procedure.

12. It is further ORDERED, that if the successful bidder is other than the person(s) or entity in possession herein, the Sheriff of this County is ordered and directed to evict and remove from the premises the occupants 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 premises without delay, and to keep said successful bidder or his assigns in such peaceable possession.

13. IT IS FURTHER ORDERED, ADJUDGED AND DECREED that in the event there is a mobile/manufactured home located on the subject property, the South Carolina Department of Motor Vehicles is directed and ordered to provide the new Certificate of Title to the attorneys for the Plaintiff as agent for the grantee on the deed upon payment of the required title fees on any mobile/manufactured home which is herein located on the subject property and intended to be collateralized by the Plaintiff's security documents as heretofore received into evidence by this Court, or which may be received into evidence at any necessary hearing post sale of the subject property.

14. And it is further ORDERED, ADJUDGED AND DECREED that none of the named Defendant(s) have established any claims or defenses, legal or equitable, for relief against Plaintiff, and therefore, no relief, be it legal or equitable, shall be granted to any of the named Defendant(s). In addition, all persons and/or entities who may be or may have been entitled to claim through or under the

title or interest of the named Defendant(s) in the subject property shall likewise be absolutely barred and forever foreclosed of any rights, titles, or interests.

15. IT IS FURTHER ORDERED that the deed of conveyance made pursuant to said sale shall contain the names of only the first-named Plaintiff and the first-named Defendant, and the Defendant who was the titleholder 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, and the applicable recorder of deeds is authorized to omit from the indices pertaining to such conveyance the names of all parties not contained in said deed.

16. This Court will retain exclusive jurisdiction to do all necessary acts incident to this foreclosure, including, but not limited to, all matters post-sale which may affect the transfer of the title to the subject real property and all improvements thereon, as well, the issuance of a Writ of Assistance.

17. Upon issuance of this Court's Report on Sale and Disbursements, the Clerk of Court/Register of Deeds is directed to release of record the mortgage lien being foreclosed, which mortgage lien is described as follows:

Mortgage from Barbara A. Gibbs to Bank of America, N.A., dated February 23, 2005, covering real property in Florence County, filed on March 4, 2005, and is of record in the Office of the Clerk of Court/Register of Deeds for Florence County in A909, at Page 1711.

18. This sale is specifically subject to all title matters of record, including but not limited to any other senior lien or encumbrance, and any interested party should consider performing an independent title examination of the subject property as no warranty is given at all by the Court, Plaintiff or its Counsel.

19. The following is a description of the premises herein ordered to be sold:

All that certain piece, parcel or tract of land in the County of Florence, State of South Carolina, containing 0.65 acres, more or less, designated as Lot 18 of Westbrook Subdivision, Phase IV, as shown on a map of Westbrook Subdivision, Phase IV, prepared by David A Nesbitt, R.L.S., dated February 29, 2000, a copy of which is recorded in the office of the Clerk of Court for Florence County in Plat Book 73 at page 402. Said lot of land is more particularly bounded according to said plat as follows: North by Traces Golf Course as shown on the aforesaid plat for a distance of 176.98 feet; East by Lot 17 as shown on the aforesaid plat for a distance of 225.47 feet; South by Monterey Drive for as shown on the aforesaid plat for a total distance of 98.38 feet; and West by Lot 19 as shown on the aforesaid plat for a distance of 209.02 feet.

This being the same property conveyed to Barbara A. Gibbs by deed of West Florence Investment Group, recorded September 19, 2003, in Book A782 at page 273, in the office of the Clerk of Court for Florence County.

TMS No. 4915-01-018

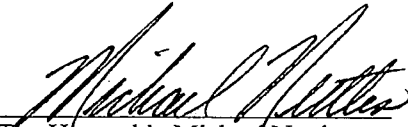
Property address: 4257 Monterey Rd  
Florence, SC 29501

20. IT IS FURTHER ORDERED that if Plaintiff or Plaintiff's representative does not appear at the scheduled sale of the above-described property, then the sale of the property will be null, void and of no force and effect. In such event, the sale will be rescheduled for the next available sales day as ordered by this court.

21. IT IS FURTHER ORDERED that no Defendant raised any credible issues related to Plaintiff's standing to prosecute this action. Therefore, any issues related to Plaintiff's standing or ability to prosecute this action are waived.

22. All of the named Defendant(s) have not established any claims or defenses, legal or equitable, for relief against Plaintiff, and therefore, no relief, be it legal or equitable, shall be granted to any of the named Defendant(s). In addition, all persons who may be entitled to claim through or under the title or interest of the named Defendant(s) in the subject property shall likewise be absolutely barred and forever foreclosed.

23. IT IS ORDERED that Plaintiff is entitled to a personal or deficiency judgment against Barbara A. Gibbs.

  
The Honorable Michael Nettles  
Presiding Judge Twelfth Judicial Circuit

Florence, South Carolina  
3-4-, 2019

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

## JUDGMENT IN A CIVIL CASE

CASE NO. 2018-CP-21-03238

Nationstar Mortgage LLC

Barbara A. Gibbs, Melvin E. Gibbs, and  
Westbrook Phase IV Homeowner's  
Association

PLAINTIFF(S)

DEFENDANT(S)

|                                      |                                                                                       |
|--------------------------------------|---------------------------------------------------------------------------------------|
| Submitted by: Scott and Corley, P.A. | Attorney for : <input checked="" type="checkbox"/> Plaintiff <input type="checkbox"/> |
|                                      | Defendant<br>or <input type="checkbox"/> Self-Represented Litigant                    |

## DISPOSITION TYPE (CHECK ONE)

☐ **JURY VERDICT.** This action came before the court for a trial by jury. The issues have been tried and a verdict rendered.

☒ **DECISION BY THE COURT.** This action came to trial or hearing before the court. The issues have been tried or heard and a decision rendered ☐ See Page 2 for additional information.

☐ **ACTION DISMISSED (CHECK REASON):** ☐ Rule 12(b), SCRPC; ☐ Rule 41(a), SCRPC (Vol. Nonsuit); ☐ Rule 43(k), SCRPC (Settled); ☐ Other

☐ **ACTION STRICKEN (CHECK REASON):** ☐ Rule 40(j), SCRPC; ☐ Bankruptcy; ☐ Binding arbitration, subject to right to restore to confirm, vacate or modify arbitration award; ☐ Other

☐ **STAYED FOR BANKRUPTCY**

☐ **DISPOSITION OF APPEAL TO THE CIRCUIT COURT (CHECK APPLICABLE**

BOX):

☐ Affirmed; ☐ Reversed; ☐ Remanded; ☐ Other

NOTE: ATTORNEYS ARE RESPONSIBLE FOR NOTIFYING LOWER COURT, TRIBUNAL, OR

ADMINISTRATIVE AGENCY OF THE CIRCUIT

COURT RULING IN THIS APPEAL.

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

## ORDER INFORMATION

This order ☒ ends ☐ does not end the case.  
Additional Information for the Clerk :

The property which is the subject of this action shall be sold at public sale pursuant to the Master in Equity's Report and Judgment of Foreclosure and Sale.

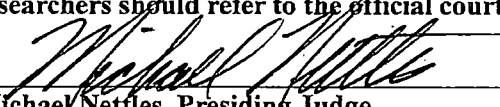
## INFORMATION FOR THE PUBLIC INDEX

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

| Judgment in Favor of<br>(List name(s) below) | Judgment Against<br>(List name(s) below) | Judgment Amount To<br>be Enrolled<br>(List amount(s) below) |
|----------------------------------------------|------------------------------------------|-------------------------------------------------------------|
|                                              |                                          |                                                             |

|                                                                                                                                                                                            |  |  |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|--|
| N/A                                                                                                                                                                                        |  |  |
|                                                                                                                                                                                            |  |  |
|                                                                                                                                                                                            |  |  |
| If applicable, describe the property, including tax map information and address, referenced in the order:<br>TMS No. 4915-01-018<br>Property address: 4257 Monterey Rd, Florence, SC 29501 |  |  |

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

  
Michael Nettles, Presiding Judge

2140  
Judge Code

3-5-19  
Date

For Clerk of Court Office Use Only

ELECTRONICALLY FILED - 2019 Mar 04 3:13 PM - FLORENCE - COMMON PLEAS - CASE#2018CP2103238

This judgment was entered on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ and a copy mailed first class or placed in the appropriate attorney's box on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ to attorneys of record or to parties (when appearing pro se) as follows:

Scott and Corley, P.A.  
P.O. Box 2065  
Columbia, SC 29204

Barbara A. Gibbs  
4257 Monterey Rd  
Florence, SC 29501

Barbara A. Gibbs  
3108 HIDDEN FALLS DRIVE  
Buford, GA 30519

Melvin E. Gibbs  
4257 Monterey Drive  
Florence, SC 29501

Westbrook Phase IV Homeowner's Association  
c/o Glenn Godfrey, Registered Agent  
4249 Monterey Drive  
Florence, SC 29501

Attorney for Plaintiff

Attorney for Defendant(s)

\_\_\_\_\_  
Clerk of Court

Court Reporter: \_\_\_\_\_

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

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

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

[illegible]

# **Exhibit 2**

Fill in this information to identify your case:

United States Bankruptcy Court for the:

Northern District of Georgia ☒

Case number (if known):

Chapter you are filing under:

- ☐ Chapter 7  
☐ Chapter 11  
☐ Chapter 12  
☒ Chapter 13

19-54809

2019 MAR 27 AM 10:44

MADEIRA THOMAS  
CLERK  
DEPUTY CLERK

☐ Check if this is an amended filing

Official Form 101

## Voluntary Petition for Individuals Filing for Bankruptcy

12/17

The bankruptcy forms use *you* and *Debtor 1* to refer to a debtor filing alone. A married couple may file a bankruptcy case together—called a *joint case*—and in joint cases, these forms use *you* to ask for information from both debtors. For example, if a form asks, "Do you own a car," the answer would be *yes* if either debtor owns a car. When information is needed about the spouses separately, the form uses *Debtor 1* and *Debtor 2* to distinguish between them. In joint cases, one of the spouses must report information as *Debtor 1* and the other as *Debtor 2*. The same person must be *Debtor 1* in all of the forms.

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

### Part 1: Identify Yourself

#### 1. Your full name

Write the name that is on your government-issued picture identification (for example, your driver's license or passport).

Bring your picture identification to your meeting with the trustee.

#### About Debtor 1:

Barbara

First name

Albyline

Middle name

Gibbs

Last name

Suffix (Sr., Jr., II, III)

#### About Debtor 2 (Spouse Only in a Joint Case):

First name

Middle name

Last name

Suffix (Sr., Jr., II, III)

#### 2. All other names you have used in the last 8 years

Include your married or maiden names.

N/A

First name

Middle name

Last name

First name

Middle name

Last name

First name

Middle name

Last name

First name

Middle name

Last name

#### 3. Only the last 4 digits of your Social Security number or federal Individual Taxpayer Identification number (ITIN)

XXX - XX - 9 1 0 0

OR

9 XX - XX -

XXX - XX -

OR

9 XX - XX -

Debtor 1 **Barbara Albyline Gibbs**  
First Name Middle Name Last Name

Case number (if known)

**About Debtor 1:**

**4. Any business names and Employer Identification Numbers (EIN) you have used in the last 8 years**

Include trade names and doing business as names

☒ I have not used any business names or EINs.

Business name

Business name

EIN

EIN

**About Debtor 2 (Spouse Only in a Joint Case):**

☐ I have not used any business names or EINs.

Business name

Business name

EIN

EIN

**5. Where you live**

3108 Hidden Falls Drive

Number Street

Buford

City

GA

State

30519

ZIP Code

WINNETT

County

If your mailing address is different from the one above, fill it in here. Note that the court will send any notices to you at this mailing address.

Number Street

P.O. Box

City

State

ZIP Code

**If Debtor 2 lives at a different address:**

Number Street

City

State

ZIP Code

County

If Debtor 2's mailing address is different from yours, fill it in here. Note that the court will send any notices to this mailing address.

Number Street

P.O. Box

City

State

ZIP Code

**6. Why you are choosing this district to file for bankruptcy**

Check one:

☒ Over the last 180 days before filing this petition, I have lived in this district longer than in any other district.

☐ I have another reason. Explain.  
(See 28 U.S.C. § 1408.)

Check one:

☐ Over the last 180 days before filing this petition, I have lived in this district longer than in any other district.

☐ I have another reason. Explain.  
(See 28 U.S.C. § 1408.)

Debtor 1

Barbara Albyrne Gibbs  
First Name Middle Name Last Name

Case number (if known)

**Part 2: Tell the Court About Your Bankruptcy Case**

**7. The chapter of the Bankruptcy Code you are choosing to file under**

Check one. (For a brief description of each, see *Notice Required by 11 U.S.C. § 342(b) for Individuals Filing for Bankruptcy* (Form 2010)). Also, go to the top of page 1 and check the appropriate box.

- ☐ Chapter 7  
☐ Chapter 11  
☐ Chapter 12  
☒ Chapter 13

**8. How you will pay the fee**

- ☒ **I will pay the entire fee when I file my petition.** Please check with the clerk's office in your local court for more details about how you may pay. Typically, if you are paying the fee yourself, you may pay with cash, cashier's check, or money order. If your attorney is submitting your payment on your behalf, your attorney may pay with a credit card or check with a pre-printed address.
- ☐ **I need to pay the fee in installments.** If you choose this option, sign and attach the *Application for Individuals to Pay The Filing Fee in Installments* (Official Form 103A).
- ☐ **I request that my fee be waived** (You may request this option only if you are filing for Chapter 7. By law, a judge may, but is not required to, waive your fee, and may do so only if your income is less than 150% of the official poverty line that applies to your family size and you are unable to pay the fee in installments). If you choose this option, you must fill out the *Application to Have the Chapter 7 Filing Fee Waived* (Official Form 103B) and file it with your petition.

**9. Have you filed for bankruptcy within the last 8 years?**

☒ No

☐ Yes. District \_\_\_\_\_ When \_\_\_\_\_ Case number \_\_\_\_\_  
MM / DD / YYYY  
District \_\_\_\_\_ When \_\_\_\_\_ Case number \_\_\_\_\_  
MM / DD / YYYY  
District \_\_\_\_\_ When \_\_\_\_\_ Case number \_\_\_\_\_  
MM / DD / YYYY

**10. Are any bankruptcy cases pending or being filed by a spouse who is not filing this case with you, or by a business partner, or by an affiliate?**

☒ No

☐ Yes. Debtor \_\_\_\_\_ Relationship to you \_\_\_\_\_  
District \_\_\_\_\_ When \_\_\_\_\_ Case number, if known \_\_\_\_\_  
MM / DD / YYYY  
Debtor \_\_\_\_\_ Relationship to you \_\_\_\_\_  
District \_\_\_\_\_ When \_\_\_\_\_ Case number, if known \_\_\_\_\_  
MM / DD / YYYY

**11. Do you rent your residence?**

☒ No. Go to line 12.

☐ Yes. Has your landlord obtained an eviction judgment against you?

☐ No. Go to line 12.

☐ Yes. Fill out *Initial Statement About an Eviction Judgment Against You* (Form 101A) and file it as part of this bankruptcy petition.

Debtor 1

Barbara Albyline Gibbs  
First Name Middle Name Last Name

Case number (if known)

**Part 3: Report About Any Businesses You Own as a Sole Proprietor**

**12. Are you a sole proprietor of any full- or part-time business?**

☒ No. Go to Part 4.

☐ Yes. Name and location of business

A sole proprietorship is a business you operate as an individual, and is not a separate legal entity such as a corporation, partnership, or LLC.

If you have more than one sole proprietorship, use a separate sheet and attach it to this petition.

Name of business, if any

Number Street

City

State

ZIP Code

Check the appropriate box to describe your business:

☐ Health Care Business (as defined in 11 U.S.C. § 101(27A))

☐ Single Asset Real Estate (as defined in 11 U.S.C. § 101(51B))

☐ Stockbroker (as defined in 11 U.S.C. § 101(53A))

☐ Commodity Broker (as defined in 11 U.S.C. § 101(6))

☐ None of the above

**13. Are you filing under Chapter 11 of the Bankruptcy Code and are you a small business debtor?**

For a definition of small business debtor, see 11 U.S.C. § 101(51D).

If you are filing under Chapter 11, the court must know whether you are a small business debtor so that it can set appropriate deadlines. If you indicate that you are a small business debtor, you must attach your most recent balance sheet, statement of operations, cash-flow statement, and federal income tax return or if any of these documents do not exist, follow the procedure in 11 U.S.C. § 1116(1)(B).

☐ No. I am not filing under Chapter 11.

☐ No. I am filing under Chapter 11, but I am NOT a small business debtor according to the definition in the Bankruptcy Code.

☐ Yes. I am filing under Chapter 11 and I am a small business debtor according to the definition in the Bankruptcy Code.

**Part 4: Report if You Own or Have Any Hazardous Property or Any Property That Needs Immediate Attention**

**14. Do you own or have any property that poses or is alleged to pose a threat of imminent and identifiable hazard to public health or safety? Or do you own any property that needs immediate attention?**

For example, do you own perishable goods, or livestock that must be fed, or a building that needs urgent repairs?

☒ No

☐ Yes. What is the hazard?

If immediate attention is needed, why is it needed?

Where is the property?

Number Street

City

State

ZIP Code

Debtor 1

Barbara Albytime Gibbs  
First Name Middle Name Last Name

Case number (if known) \_\_\_\_\_

**Part 5: Explain Your Efforts to Receive a Briefing About Credit Counseling**

**15. Tell the court whether you have received a briefing about credit counseling.**

The law requires that you receive a briefing about credit counseling before you file for bankruptcy. You must truthfully check one of the following choices. If you cannot do so, you are not eligible to file.

If you file anyway, the court can dismiss your case, you will lose whatever filing fee you paid, and your creditors can begin collection activities again.

**About Debtor 1:**

*You must check one:*

☒ I received a briefing from an approved credit counseling agency within the 180 days before I filed this bankruptcy petition, and I received a certificate of completion.

Attach a copy of the certificate and the payment plan, if any, that you developed with the agency.

☐ I received a briefing from an approved credit counseling agency within the 180 days before I filed this bankruptcy petition, but I do not have a certificate of completion.

Within 14 days after you file this bankruptcy petition, you MUST file a copy of the certificate and payment plan, if any.

☐ I certify that I asked for credit counseling services from an approved agency, but was unable to obtain those services during the 7 days after I made my request, and exigent circumstances merit a 30-day temporary waiver of the requirement.

To ask for a 30-day temporary waiver of the requirement, attach a separate sheet explaining what efforts you made to obtain the briefing, why you were unable to obtain it before you filed for bankruptcy, and what exigent circumstances required you to file this case.

Your case may be dismissed if the court is dissatisfied with your reasons for not receiving a briefing before you filed for bankruptcy.

If the court is satisfied with your reasons, you must still receive a briefing within 30 days after you file. You must file a certificate from the approved agency, along with a copy of the payment plan you developed, if any. If you do not do so, your case may be dismissed.

Any extension of the 30-day deadline is granted only for cause and is limited to a maximum of 15 days.

☐ I am not required to receive a briefing about credit counseling because of:

☐ **Incapacity.** I have a mental illness or a mental deficiency that makes me incapable of realizing or making rational decisions about finances.

☐ **Disability.** My physical disability causes me to be unable to participate in a briefing in person, by phone, or through the internet, even after I reasonably tried to do so.

☐ **Active duty.** I am currently on active military duty in a military combat zone.

If you believe you are not required to receive a briefing about credit counseling, you must file a motion for waiver of credit counseling with the court.

**About Debtor 2 (Spouse Only in a Joint Case):**

*You must check one:*

☐ I received a briefing from an approved credit counseling agency within the 180 days before I filed this bankruptcy petition, and I received a certificate of completion.

Attach a copy of the certificate and the payment plan, if any, that you developed with the agency.

☐ I received a briefing from an approved credit counseling agency within the 180 days before I filed this bankruptcy petition, but I do not have a certificate of completion.

Within 14 days after you file this bankruptcy petition, you MUST file a copy of the certificate and payment plan, if any.

☐ I certify that I asked for credit counseling services from an approved agency, but was unable to obtain those services during the 7 days after I made my request, and exigent circumstances merit a 30-day temporary waiver of the requirement.

To ask for a 30-day temporary waiver of the requirement, attach a separate sheet explaining what efforts you made to obtain the briefing, why you were unable to obtain it before you filed for bankruptcy, and what exigent circumstances required you to file this case.

Your case may be dismissed if the court is dissatisfied with your reasons for not receiving a briefing before you filed for bankruptcy.

If the court is satisfied with your reasons, you must still receive a briefing within 30 days after you file. You must file a certificate from the approved agency, along with a copy of the payment plan you developed, if any. If you do not do so, your case may be dismissed.

Any extension of the 30-day deadline is granted only for cause and is limited to a maximum of 15 days.

☐ I am not required to receive a briefing about credit counseling because of:

☐ **Incapacity.** I have a mental illness or a mental deficiency that makes me incapable of realizing or making rational decisions about finances.

☐ **Disability.** My physical disability causes me to be unable to participate in a briefing in person, by phone, or through the internet, even after I reasonably tried to do so.

☐ **Active duty.** I am currently on active military duty in a military combat zone.

If you believe you are not required to receive a briefing about credit counseling, you must file a motion for waiver of credit counseling with the court.

Debtor 1 **Barbara Albytime Gibbs**  
First Name Middle Name Last Name

Case number (if known) \_\_\_\_\_

**Part 6: Answer These Questions for Reporting Purposes**

**16. What kind of debts do you have?**

**16a. Are your debts primarily consumer debts?** *Consumer debts* are defined in 11 U.S.C. § 101(8) as "incurred by an individual primarily for a personal, family, or household purpose."

- ☐ No. Go to line 16b.  
☒ Yes. Go to line 17.

**16b. Are your debts primarily business debts?** *Business debts* are debts that you incurred to obtain money for a business or investment or through the operation of the business or investment.

- ☐ No. Go to line 16c.  
☐ Yes. Go to line 17.

**16c. State the type of debts you owe that are not consumer debts or business debts.**

**17. Are you filing under Chapter 7?**

☒ No. I am not filing under Chapter 7. Go to line 18.

**Do you estimate that after any exempt property is excluded and administrative expenses are paid that funds will be available for distribution to unsecured creditors?**

- ☐ Yes. I am filing under Chapter 7. Do you estimate that after any exempt property is excluded and administrative expenses are paid that funds will be available to distribute to unsecured creditors?  
☐ No  
☐ Yes

**18. How many creditors do you estimate that you owe?**

- |                                          |                                        |                                            |
|------------------------------------------|----------------------------------------|--------------------------------------------|
| <input checked="" type="checkbox"/> 1-49 | <input type="checkbox"/> 1,000-5,000   | <input type="checkbox"/> 25,001-50,000     |
| <input type="checkbox"/> 50-99           | <input type="checkbox"/> 5,001-10,000  | <input type="checkbox"/> 50,001-100,000    |
| <input type="checkbox"/> 100-199         | <input type="checkbox"/> 10,001-25,000 | <input type="checkbox"/> More than 100,000 |
| <input type="checkbox"/> 200-999         |                                        |                                            |

**19. How much do you estimate your assets to be worth?**

- |                                                           |                                                      |                                                        |
|-----------------------------------------------------------|------------------------------------------------------|--------------------------------------------------------|
| <input type="checkbox"/> \$0-\$50,000                     | <input type="checkbox"/> \$1,000,001-\$10 million    | <input type="checkbox"/> \$500,000,001-\$1 billion     |
| <input type="checkbox"/> \$50,001-\$100,000               | <input type="checkbox"/> \$10,000,001-\$50 million   | <input type="checkbox"/> \$1,000,000,001-\$10 billion  |
| <input type="checkbox"/> \$100,001-\$500,000              | <input type="checkbox"/> \$50,000,001-\$100 million  | <input type="checkbox"/> \$10,000,000,001-\$50 billion |
| <input checked="" type="checkbox"/> \$500,001-\$1 million | <input type="checkbox"/> \$100,000,001-\$500 million | <input type="checkbox"/> More than \$50 billion        |

**20. How much do you estimate your liabilities to be?**

- |                                                           |                                                      |                                                        |
|-----------------------------------------------------------|------------------------------------------------------|--------------------------------------------------------|
| <input type="checkbox"/> \$0-\$50,000                     | <input type="checkbox"/> \$1,000,001-\$10 million    | <input type="checkbox"/> \$500,000,001-\$1 billion     |
| <input type="checkbox"/> \$50,001-\$100,000               | <input type="checkbox"/> \$10,000,001-\$50 million   | <input type="checkbox"/> \$1,000,000,001-\$10 billion  |
| <input type="checkbox"/> \$100,001-\$500,000              | <input type="checkbox"/> \$50,000,001-\$100 million  | <input type="checkbox"/> \$10,000,000,001-\$50 billion |
| <input checked="" type="checkbox"/> \$500,001-\$1 million | <input type="checkbox"/> \$100,000,001-\$500 million | <input type="checkbox"/> More than \$50 billion        |

**Part 7: Sign Below**

**For you**

I have examined this petition, and I declare under penalty of perjury that the information provided is true and correct.

If I have chosen to file under Chapter 7, I am aware that I may proceed, if eligible, under Chapter 7, 11, 12, or 13 of title 11, United States Code. I understand the relief available under each chapter, and I choose to proceed under Chapter 7.

If no attorney represents me and I did not pay or agree to pay someone who is not an attorney to help me fill out this document, I have obtained and read the notice required by 11 U.S.C. § 342(b).

I request relief in accordance with the chapter of title 11, United States Code, specified in this petition.

I understand making a false statement, concealing property, or obtaining money or property by fraud in connection with a bankruptcy case can result in fines up to \$250,000, or imprisonment for up to 20 years, or both. 18 U.S.C. §§ 152, 1341, 1519, and 3571.

x Barbara A. Gibbs  
Signature of Debtor 1

x \_\_\_\_\_  
Signature of Debtor 2

Executed on 03/26/2019  
MM / DD / YYYY

Executed on \_\_\_\_\_  
MM / DD / YYYY

Debtor 1 Barbara Albyline Gibbs  
First Name Middle Name Last Name

Case number (if known) \_\_\_\_\_

**For you if you are filing this bankruptcy without an attorney**

**If you are represented by an attorney, you do not need to file this page.**

The law allows you, as an individual, to represent yourself in bankruptcy court, but **you should understand that many people find it extremely difficult to represent themselves successfully. Because bankruptcy has long-term financial and legal consequences, you are strongly urged to hire a qualified attorney.**

To be successful, you must correctly file and handle your bankruptcy case. The rules are very technical, and a mistake or inaction may affect your rights. For example, your case may be dismissed because you did not file a required document, pay a fee on time, attend a meeting or hearing, or cooperate with the court, case trustee, U.S. trustee, bankruptcy administrator, or audit firm if your case is selected for audit. If that happens, you could lose your right to file another case, or you may lose protections, including the benefit of the automatic stay.

You must list all your property and debts in the schedules that you are required to file with the court. Even if you plan to pay a particular debt outside of your bankruptcy, you must list that debt in your schedules. If you do not list a debt, the debt may not be discharged. If you do not list property or properly claim it as exempt, you may not be able to keep the property. The judge can also deny you a discharge of all your debts if you do something dishonest in your bankruptcy case, such as destroying or hiding property, falsifying records, or lying. Individual bankruptcy cases are randomly audited to determine if debtors have been accurate, truthful, and complete. **Bankruptcy fraud is a serious crime; you could be fined and imprisoned.**

If you decide to file without an attorney, the court expects you to follow the rules as if you had hired an attorney. The court will not treat you differently because you are filing for yourself. To be successful, you must be familiar with the United States Bankruptcy Code, the Federal Rules of Bankruptcy Procedure, and the local rules of the court in which your case is filed. You must also be familiar with any state exemption laws that apply.

Are you aware that filing for bankruptcy is a serious action with long-term financial and legal consequences?

- ☐ No  
☒ Yes

Are you aware that bankruptcy fraud is a serious crime and that if your bankruptcy forms are inaccurate or incomplete, you could be fined or imprisoned?

- ☐ No  
☒ Yes

Did you pay or agree to pay someone who is not an attorney to help you fill out your bankruptcy forms?

- ☒ No  
☐ Yes. Name of Person \_\_\_\_\_

Attach Bankruptcy Petition Preparer's Notice, Declaration, and Signature (Official Form 119).

By signing here, I acknowledge that I understand the risks involved in filing without an attorney. I have read and understood this notice, and I am aware that filing a bankruptcy case without an attorney may cause me to lose my rights or property if I do not properly handle the case.

x Barbara A. Gibbs x

Signature of Debtor 1

Signature of Debtor 2

Date 03/26/2019  
MM / DD / YYYY

Date \_\_\_\_\_  
MM / DD / YYYY

Contact phone (678) 889-2309

Contact phone \_\_\_\_\_

Cell phone (843) 610-0674

Cell phone \_\_\_\_\_

Email address mgibbs70@aol.com

Email address \_\_\_\_\_

Fill in this information to identify your case:

Debtor 1 Barbara Albytime Gibbs  
First Name Middle Name Last Name

Debtor 2  
(Spouse, if filing) First Name Middle Name Last Name

United States Bankruptcy Court for the: Northern District of Georgia ☐

Case number \_\_\_\_\_  
(If known)

☐ Check if this is an  
amended filing

## Official Form 107

### Statement of Financial Affairs for Individuals Filing for Bankruptcy

04/16

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

#### Part 1: Give Details About Your Marital Status and Where You Lived Before

1. What is your current marital status?

- ☒ Married  
☐ Not married

2. During the last 3 years, have you lived anywhere other than where you live now?

- ☒ No  
☐ Yes. List all of the places you lived in the last 3 years. Do not include where you live now.

| Debtor 1:                             | Dates Debtor 1<br>lived there | Debtor 2:                                 | Dates Debtor 2<br>lived there             |
|---------------------------------------|-------------------------------|-------------------------------------------|-------------------------------------------|
|                                       |                               | <input type="checkbox"/> Same as Debtor 1 | <input type="checkbox"/> Same as Debtor 1 |
| Number _____ Street _____             | From _____<br>To _____        | Number _____ Street _____                 | From _____<br>To _____                    |
| City _____ State _____ ZIP Code _____ |                               | City _____ State _____ ZIP Code _____     |                                           |
|                                       |                               | <input type="checkbox"/> Same as Debtor 1 | <input type="checkbox"/> Same as Debtor 1 |
| Number _____ Street _____             | From _____<br>To _____        | Number _____ Street _____                 | From _____<br>To _____                    |
| City _____ State _____ ZIP Code _____ |                               | City _____ State _____ ZIP Code _____     |                                           |

3. Within the last 8 years, did you ever live with a spouse or legal equivalent in a community property state or territory? (Community property states and territories include Arizona, California, Idaho, Louisiana, Nevada, New Mexico, Puerto Rico, Texas, Washington, and Wisconsin.)

- ☐ No  
☒ Yes. Make sure you fill out *Schedule H: Your Creditors* (Official Form 106H).

#### Part 2: Explain the Sources of Your Income

Debtor 1 Barbara Albyline Gibbs  
First Name Middle Name Last Name

Case number (if known) \_\_\_\_\_

**4. Did you have any income from employment or from operating a business during this year or the two previous calendar years?**

Fill in the total amount of income you received from all jobs and all businesses, including part-time activities.  
If you are filing a joint case and you have income that you receive together, list it only once under Debtor 1.

- ☒ No  
☐ Yes. Fill in the details.

|                                                                                              | Debtor 1                                                                                                                                                                             | Debtor 2                                                                                                                                                                             |
|----------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|                                                                                              | <b>Sources of Income</b><br>Check all that apply.<br><input type="checkbox"/> Wages, commissions, bonuses, tips<br><input type="checkbox"/> Operating a business                     | <b>Sources of Income</b><br>Check all that apply.<br><input type="checkbox"/> Wages, commissions, bonuses, tips<br><input type="checkbox"/> Operating a business                     |
| <b>From January 1 of current year until the date you filed for bankruptcy:</b>               | <b>Gross Income</b><br>(before deductions and exclusions)<br>\$ _____                                                                                                                | <b>Gross Income</b><br>(before deductions and exclusions)<br>\$ _____                                                                                                                |
| <b>For last calendar year:</b><br>(January 1 to December 31, <u>2018</u> )<br>YYY            | <input type="checkbox"/> Wages, commissions, bonuses, tips<br><input type="checkbox"/> Operating a business<br><b>Gross Income</b><br>(before deductions and exclusions)<br>\$ _____ | <input type="checkbox"/> Wages, commissions, bonuses, tips<br><input type="checkbox"/> Operating a business<br><b>Gross Income</b><br>(before deductions and exclusions)<br>\$ _____ |
| <b>For the calendar year before that:</b><br>(January 1 to December 31, <u>2017</u> )<br>YYY | <input type="checkbox"/> Wages, commissions, bonuses, tips<br><input type="checkbox"/> Operating a business<br><b>Gross Income</b><br>(before deductions and exclusions)<br>\$ _____ | <input type="checkbox"/> Wages, commissions, bonuses, tips<br><input type="checkbox"/> Operating a business<br><b>Gross Income</b><br>(before deductions and exclusions)<br>\$ _____ |

**5. Did you receive any other income during this year or the two previous calendar years?**

Include income regardless of whether that income is taxable. Examples of *other income* are alimony; child support; Social Security, unemployment; and other public benefit payments; pensions; rental income; interest; dividends; money collected from lawsuits; royalties; and gambling and lottery winnings. If you are filing a joint case and you have income that you received together, list it only once under Debtor 1.

List each source and the gross income from each source separately. Do not include income that you listed in line 4.

- ☐ No  
☒ Yes. Fill in the details.

|                                                                                              | Debtor 1                                                                                                                                                                                  | Debtor 2                                                                                                                         |
|----------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------|
|                                                                                              | <b>Sources of Income</b><br>Describe below.<br><u>Retirement</u><br><u>Social Security</u>                                                                                                | <b>Sources of Income</b><br>Describe below.                                                                                      |
| <b>From January 1 of current year until the date you filed for bankruptcy:</b>               | <b>Gross Income from each source</b><br>(before deductions and exclusions)<br><u>\$ 13,500.00</u><br><u>\$ 4,500.00</u><br>_____                                                          | <b>Gross Income from each source</b><br>(before deductions and exclusions)<br>_____<br>_____<br>_____                            |
| <b>For last calendar year:</b><br>(January 1 to December 31, <u>2018</u> )<br>YYY            | <u>Retirement</u><br><u>Social Security</u><br>_____<br><b>Gross Income from each source</b><br>(before deductions and exclusions)<br><u>\$ 54,000.00</u><br><u>\$ 18,000.00</u><br>_____ | _____<br>_____<br>_____<br><b>Gross Income from each source</b><br>(before deductions and exclusions)<br>_____<br>_____<br>_____ |
| <b>For the calendar year before that:</b><br>(January 1 to December 31, <u>2017</u> )<br>YYY | <u>Retirement</u><br><u>Social Security</u><br>_____<br><b>Gross Income from each source</b><br>(before deductions and exclusions)<br><u>\$ 54,000.00</u><br><u>\$ 18,000.00</u><br>_____ | _____<br>_____<br>_____<br><b>Gross Income from each source</b><br>(before deductions and exclusions)<br>_____<br>_____<br>_____ |

Debtor 1 Barbara Albyline Gibbs Case number (if known) \_\_\_\_\_  
First Name Middle Name Last Name

**Part 3: List Certain Payments You Made Before You Filed for Bankruptcy**

**6. Are either Debtor 1's or Debtor 2's debts primarily consumer debts?**

- ☐ No. Neither Debtor 1 nor Debtor 2 has primarily consumer debts. Consumer debts are defined in 11 U.S.C. § 101(8) as "incurred by an individual primarily for a personal, family, or household purpose."

During the 90 days before you filed for bankruptcy, did you pay any creditor a total of \$6,425\* or more?

- ☐ No. Go to line 7.

- ☐ Yes. List below each creditor to whom you paid a total of \$6,425\* or more in one or more payments and the total amount you paid that creditor. Do not include payments for domestic support obligations, such as child support and alimony. Also, do not include payments to an attorney for this bankruptcy case.

\* Subject to adjustment on 4/01/19 and every 3 years after that for cases filed on or after the date of adjustment.

- ☒ Yes. Debtor 1 or Debtor 2 or both have primarily consumer debts.

During the 90 days before you filed for bankruptcy, did you pay any creditor a total of \$600 or more?

- ☒ No. Go to line 7.

- ☐ Yes. List below each creditor to whom you paid a total of \$600 or more and the total amount you paid that creditor. Do not include payments for domestic support obligations, such as child support and alimony. Also, do not include payments to an attorney for this bankruptcy case.

|                     | Dates of payment | Total amount paid | Amount you still owe | Was this payment for...                       |
|---------------------|------------------|-------------------|----------------------|-----------------------------------------------|
| Creditor's Name     |                  | \$                | \$                   | <input type="checkbox"/> Mortgage             |
| Number Street       |                  |                   |                      | <input type="checkbox"/> Car                  |
|                     |                  |                   |                      | <input type="checkbox"/> Credit card          |
|                     |                  |                   |                      | <input type="checkbox"/> Loan repayment       |
| City State ZIP Code |                  |                   |                      | <input type="checkbox"/> Suppliers or vendors |
|                     |                  |                   |                      | <input type="checkbox"/> Other                |
| Creditor's Name     |                  | \$                | \$                   | <input type="checkbox"/> Mortgage             |
| Number Street       |                  |                   |                      | <input type="checkbox"/> Car                  |
|                     |                  |                   |                      | <input type="checkbox"/> Credit card          |
|                     |                  |                   |                      | <input type="checkbox"/> Loan repayment       |
| City State ZIP Code |                  |                   |                      | <input type="checkbox"/> Suppliers or vendors |
|                     |                  |                   |                      | <input type="checkbox"/> Other                |
| Creditor's Name     |                  | \$                | \$                   | <input type="checkbox"/> Mortgage             |
| Number Street       |                  |                   |                      | <input type="checkbox"/> Car                  |
|                     |                  |                   |                      | <input type="checkbox"/> Credit card          |
|                     |                  |                   |                      | <input type="checkbox"/> Loan repayment       |
| City State ZIP Code |                  |                   |                      | <input type="checkbox"/> Suppliers or vendors |
|                     |                  |                   |                      | <input type="checkbox"/> Other                |

Debtor 1 Barbara Albyline Gibbs  
First Name Middle Name Last Name

Case number (if known) \_\_\_\_\_

**7. Within 1 year before you filed for bankruptcy, did you make a payment on a debt you owed anyone who was an insider?**

*Insiders include your relatives; any general partners; relatives of any general partners; partnerships of which you are a general partner; corporations of which you are an officer, director, person in control, or owner of 20% or more of their voting securities; and any managing agent, including one for a business you operate as a sole proprietor. 11 U.S.C. § 101. Include payments for domestic support obligations, such as child support and alimony.*

☒ No

☐ Yes. List all payments to an insider.

|                     | Dates of<br>payment | Total amount<br>paid | Amount you still<br>owe | Reason for this payment |
|---------------------|---------------------|----------------------|-------------------------|-------------------------|
| Insider's Name      |                     | \$ _____             | \$ _____                |                         |
| Number Street       |                     |                      |                         |                         |
| City State ZIP Code |                     |                      |                         |                         |
| Insider's Name      |                     | \$ _____             | \$ _____                |                         |
| Number Street       |                     |                      |                         |                         |
| City State ZIP Code |                     |                      |                         |                         |

**8. Within 1 year before you filed for bankruptcy, did you make any payments or transfer any property on account of a debt that benefited an insider?**

*Include payments on debts guaranteed or cosigned by an insider.*

☒ No

☐ Yes. List all payments that benefited an insider.

|                     | Dates of<br>payment | Total amount<br>paid | Amount you still<br>owe | Reason for this payment<br>Include creditor's name |
|---------------------|---------------------|----------------------|-------------------------|----------------------------------------------------|
| Insider's Name      |                     | \$ _____             | \$ _____                |                                                    |
| Number Street       |                     |                      |                         |                                                    |
| City State ZIP Code |                     |                      |                         |                                                    |
| Insider's Name      |                     | \$ _____             | \$ _____                |                                                    |
| Number Street       |                     |                      |                         |                                                    |
| City State ZIP Code |                     |                      |                         |                                                    |

Debtor 1 Barbara Albyline Gibbs Case number (if known) \_\_\_\_\_  
First Name Middle Name Last Name

**Part 4: Identify Legal Actions, Repossessions, and Foreclosures**

**9. Within 1 year before you filed for bankruptcy, were you a party in any lawsuit, court action, or administrative proceeding?**

List all such matters, including personal injury cases, small claims actions, divorces, collection suits, paternity actions, support or custody modifications, and contract disputes.

- ☐ No  
☒ Yes. Fill in the details.

| Nature of the case                                                                                                | Court or agency                                                                                                                                                 | Status of the case                                                                                                      |
|-------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------|
| Case title <u>Nationstar Mortgage v.</u><br><u>Barbara A. Gibbs, et al</u><br>Case number <u>2018-CP-21-03238</u> | <b>Foreclosure</b><br>Court Name <u>Court of Common Pleas</u><br><u>181 N. Irby Street</u><br>Number Street<br><u>Florence, SC 29501</u><br>City State ZIP Code | <input type="checkbox"/> Pending<br><input checked="" type="checkbox"/> On appeal<br><input type="checkbox"/> Concluded |
| Case title _____<br>_____<br>Case number _____                                                                    | Court Name _____<br>Number Street _____<br>City State ZIP Code _____                                                                                            | <input type="checkbox"/> Pending<br><input type="checkbox"/> On appeal<br><input type="checkbox"/> Concluded            |

**10. Within 1 year before you filed for bankruptcy, was any of your property repossessed, foreclosed, garnished, attached, seized, or levied?**

Check all that apply and fill in the details below.

- ☐ No. Go to line 11.  
☒ Yes. Fill in the information below.

| Describe the property                                                                                                                                                                                                                                                        | Date              | Value of the property        |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------|------------------------------|
| <u>Nationstar Mortgage</u><br>Creditor's Name<br><u>Lake Vista 4</u><br>Number Street<br><u>800 State Highway 121 Bypass</u><br><u>Lewisville TX 75067</u><br>City State ZIP Code                                                                                            | <u>03/04/2019</u> | <u>\$ 500,000.00</u>         |
| <b>Explain what happened</b><br><input type="checkbox"/> Property was repossessed.<br><input checked="" type="checkbox"/> Property was foreclosed.<br><input type="checkbox"/> Property was garnished.<br><input type="checkbox"/> Property was attached, seized, or levied. |                   |                              |
| <b>Describe the property</b>                                                                                                                                                                                                                                                 | <b>Date</b>       | <b>Value of the property</b> |
| Creditor's Name _____<br>Number Street _____<br>City State ZIP Code _____                                                                                                                                                                                                    | _____             | \$ _____                     |
| <b>Explain what happened</b><br><input type="checkbox"/> Property was repossessed.<br><input type="checkbox"/> Property was foreclosed.<br><input type="checkbox"/> Property was garnished.<br><input type="checkbox"/> Property was attached, seized, or levied.            |                   |                              |

Debtor 1 Barbara Albytime Gibbs Case number (if known) \_\_\_\_\_  
First Name Middle Name Last Name

11. Within 90 days before you filed for bankruptcy, did any creditor, including a bank or financial institution, set off any amounts from your accounts or refuse to make a payment because you owed a debt?

- ☒ No  
☐ Yes. Fill in the details.

| Creditor's Name                              | Describe the action the creditor took | Date action was taken | Amount |
|----------------------------------------------|---------------------------------------|-----------------------|--------|
| Number Street                                |                                       |                       | \$     |
| City State ZIP Code                          |                                       |                       |        |
| Last 4 digits of account number: XXXX- - - - |                                       |                       |        |

12. Within 1 year before you filed for bankruptcy, was any of your property in the possession of an assignee for the benefit of creditors, a court-appointed receiver, a custodian, or another official?

- ☒ No  
☐ Yes

**Part 5: List Certain Gifts and Contributions**

13. Within 2 years before you filed for bankruptcy, did you give any gifts with a total value of more than \$600 per person?

- ☒ No  
☐ Yes. Fill in the details for each gift.

| Gifts with a total value of more than \$600 per person | Describe the gifts | Dates you gave the gifts | Value |
|--------------------------------------------------------|--------------------|--------------------------|-------|
| Person to Whom You Gave the Gift                       |                    |                          | \$    |
| Number Street                                          |                    |                          | \$    |
| City State ZIP Code                                    |                    |                          |       |
| Person's relationship to you                           |                    |                          |       |
| Gifts with a total value of more than \$600 per person | Describe the gifts | Dates you gave the gifts | Value |
| Person to Whom You Gave the Gift                       |                    |                          | \$    |
| Number Street                                          |                    |                          | \$    |
| City State ZIP Code                                    |                    |                          |       |
| Person's relationship to you                           |                    |                          |       |

Debtor 1 Barbara Albytime Gibbs  
First Name Middle Name Last Name

Case number (if known) \_\_\_\_\_

14. Within 2 years before you filed for bankruptcy, did you give any gifts or contributions with a total value of more than \$600 to any charity?

- ☒ No  
☐ Yes. Fill in the details for each gift or contribution.

Gifts or contributions to charities  
that total more than \$600

Describe what you contributed

Date you  
contributed

Value

Charity's Name

Number Street

City State ZIP Code

\$ \_\_\_\_\_

\$ \_\_\_\_\_

**Part 6: List Certain Losses**

15. Within 1 year before you filed for bankruptcy or since you filed for bankruptcy, did you lose anything because of theft, fire, other disaster, or gambling?

- ☒ No  
☐ Yes. Fill in the details.

Describe the property you lost and  
how the loss occurred

Describe any insurance coverage for the loss

Include the amount that insurance has paid. List pending insurance  
claims on line 33 of *Schedule A/B: Property*.

Date of your  
loss

Value of property  
lost

\$ \_\_\_\_\_

**Part 7: List Certain Payments or Transfers**

16. Within 1 year before you filed for bankruptcy, did you or anyone else acting on your behalf pay or transfer any property to anyone you consulted about seeking bankruptcy or preparing a bankruptcy petition?

Include any attorneys, bankruptcy petition preparers, or credit counseling agencies for services required in your bankruptcy.

- ☒ No  
☐ Yes. Fill in the details.

Description and value of any property transferred

Date payment or  
transfer was  
made

Amount of payment

Person Who Was Paid

Number Street

City State ZIP Code

Email or website address

Person Who Made the Payment, if Not You

\$ \_\_\_\_\_

\$ \_\_\_\_\_

Debtor 1 Barbara Albytime Gibbs Case number (if known) \_\_\_\_\_  
First Name Middle Name Last Name

| Description and value of any property transferred                                                                                                                               | Date payment or transfer was made | Amount of payment |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------|-------------------|
| Person Who Was Paid<br>_____<br>Number Street<br>_____<br>City State ZIP Code<br>_____<br>Email or website address<br>_____<br>Person Who Made the Payment, if Not You<br>_____ | _____                             | \$ _____          |
|                                                                                                                                                                                 | _____                             | \$ _____          |

17. Within 1 year before you filed for bankruptcy, did you or anyone else acting on your behalf pay or transfer any property to anyone who promised to help you deal with your creditors or to make payments to your creditors?  
Do not include any payment or transfer that you listed on line 16.

- ☒ No  
☐ Yes. Fill in the details.

| Description and value of any property transferred                                      | Date payment or transfer was made | Amount of payment |
|----------------------------------------------------------------------------------------|-----------------------------------|-------------------|
| Person Who Was Paid<br>_____<br>Number Street<br>_____<br>City State ZIP Code<br>_____ | _____                             | \$ _____          |
|                                                                                        | _____                             | \$ _____          |

18. Within 2 years before you filed for bankruptcy, did you sell, trade, or otherwise transfer any property to anyone, other than property transferred in the ordinary course of your business or financial affairs?  
Include both outright transfers and transfers made as security (such as the granting of a security interest or mortgage on your property).  
Do not include gifts and transfers that you have already listed on this statement.

- ☒ No  
☐ Yes. Fill in the details.

| Description and value of property transferred                                                                                         | Describe any property or payments received or debts paid in exchange | Date transfer was made |
|---------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------|------------------------|
| Person Who Received Transfer<br>_____<br>Number Street<br>_____<br>City State ZIP Code<br>_____<br>Person's relationship to you _____ | _____                                                                | _____                  |
| Person Who Received Transfer<br>_____<br>Number Street<br>_____<br>City State ZIP Code<br>_____<br>Person's relationship to you _____ | _____                                                                | _____                  |

Debtor 1 Barbara Albytime Gibbs  
First Name Middle Name Last Name

Case number (if known) \_\_\_\_\_

19. Within 10 years before you filed for bankruptcy, did you transfer any property to a self-settled trust or similar device of which you are a beneficiary? (These are often called *asset-protection devices*.)

- ☒ No  
☐ Yes. Fill in the details.

| Name of trust | Description and value of the property transferred | Date transfer was made |
|---------------|---------------------------------------------------|------------------------|
| _____         | _____                                             | _____                  |

**Part 8: List Certain Financial Accounts, Instruments, Safe Deposit Boxes, and Storage Units**

20. Within 1 year before you filed for bankruptcy, were any financial accounts or instruments held in your name, or for your benefit, closed, sold, moved, or transferred?

Include checking, savings, money market, or other financial accounts; certificates of deposit; shares in banks, credit unions, brokerage houses, pension funds, cooperatives, associations, and other financial institutions.

- ☒ No  
☐ Yes. Fill in the details.

| Name of Financial Institution                          | Last 4 digits of account number | Type of account or instrument                                                                                                                                                                | Date account was closed, sold, moved, or transferred | Last balance before closing or transfer |
|--------------------------------------------------------|---------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------|-----------------------------------------|
| _____<br>Number Street<br>_____<br>City State ZIP Code | XXXX-____                       | <input type="checkbox"/> Checking<br><input type="checkbox"/> Savings<br><input type="checkbox"/> Money market<br><input type="checkbox"/> Brokerage<br><input type="checkbox"/> Other _____ | _____                                                | \$ _____                                |
| _____<br>Number Street<br>_____<br>City State ZIP Code | XXXX-____                       | <input type="checkbox"/> Checking<br><input type="checkbox"/> Savings<br><input type="checkbox"/> Money market<br><input type="checkbox"/> Brokerage<br><input type="checkbox"/> Other _____ | _____                                                | \$ _____                                |

21. Do you now have, or did you have within 1 year before you filed for bankruptcy, any safe deposit box or other depository for securities, cash, or other valuables?

- ☒ No  
☐ Yes. Fill in the details.

| Name of Financial Institution                          | Who else had access to it?                                              | Describe the contents | Do you still have it?                                       |
|--------------------------------------------------------|-------------------------------------------------------------------------|-----------------------|-------------------------------------------------------------|
| _____<br>Number Street<br>_____<br>City State ZIP Code | _____<br>Name<br>_____<br>Number Street<br>_____<br>City State ZIP Code | _____                 | <input type="checkbox"/> No<br><input type="checkbox"/> Yes |

Debtor 1 Barbara Albyline Gibbs  
First Name Middle Name Last Name

Case number: (if known) \_\_\_\_\_

22. Have you stored property in a storage unit or place other than your home within 1 year before you filed for bankruptcy?

- ☒ No  
☐ Yes. Fill in the details.

| Who else has or had access to it? |                     | Describe the contents | Do you still have it?                                       |
|-----------------------------------|---------------------|-----------------------|-------------------------------------------------------------|
| Name of Storage Facility          | Name                |                       | <input type="checkbox"/> No<br><input type="checkbox"/> Yes |
| Number Street                     | Number Street       |                       |                                                             |
| City State ZIP Code               | City State ZIP Code |                       |                                                             |
| City State ZIP Code               | City State ZIP Code |                       |                                                             |

**Part 9: Identify Property You Hold or Control for Someone Else**

23. Do you hold or control any property that someone else owns? Include any property you borrowed from, are storing for, or hold in trust for someone.

- ☒ No  
☐ Yes. Fill in the details.

| Where is the property? |                     | Describe the property | Value    |
|------------------------|---------------------|-----------------------|----------|
| Owner's Name           |                     |                       | \$ _____ |
| Number Street          | Number Street       |                       |          |
| City State ZIP Code    | City State ZIP Code |                       |          |
| City State ZIP Code    | City State ZIP Code |                       |          |

**Part 10: Give Details About Environmental Information**

For the purpose of Part 10, the following definitions apply:

- **Environmental law** means any federal, state, or local statute or regulation concerning pollution, contamination, releases of hazardous or toxic substances, wastes, or material into the air, land, soil, surface water, groundwater, or other medium, including statutes or regulations controlling the cleanup of these substances, wastes, or material.
- **Site** means any location, facility, or property as defined under any environmental law, whether you now own, operate, or utilize it or used to own, operate, or utilize it, including disposal sites.
- **Hazardous material** means anything an environmental law defines as a hazardous waste, hazardous substance, toxic substance, hazardous material, pollutant, contaminant, or similar term.

Report all notices, releases, and proceedings that you know about, regardless of when they occurred.

24. Has any governmental unit notified you that you may be liable or potentially liable under or in violation of an environmental law?

- ☒ No  
☐ Yes. Fill in the details.

| Governmental unit   |                     | Environmental law, if you know it | Date of notice |
|---------------------|---------------------|-----------------------------------|----------------|
| Name of site        | Governmental unit   |                                   |                |
| Number Street       | Number Street       |                                   |                |
| City State ZIP Code | City State ZIP Code |                                   |                |
| City State ZIP Code | City State ZIP Code |                                   |                |

Debtor 1 Barbara Albytime Gibbs  
First Name Middle Name Last Name

Case number (if known) \_\_\_\_\_

25. Have you notified any governmental unit of any release of hazardous material?

- ☒ No  
☐ Yes. Fill in the details.

| Governmental unit   |                     | Environmental law, if you know it | Date of notice |
|---------------------|---------------------|-----------------------------------|----------------|
| Name of site        | Governmental unit   |                                   |                |
| Number Street       | Number Street       |                                   |                |
| City State ZIP Code | City State ZIP Code |                                   |                |

26. Have you been a party in any judicial or administrative proceeding under any environmental law? Include settlements and orders.

- ☒ No  
☐ Yes. Fill in the details.

| Case title  | Court or agency     | Nature of the case | Status of the case                                                                                           |
|-------------|---------------------|--------------------|--------------------------------------------------------------------------------------------------------------|
|             | Court Name          |                    | <input type="checkbox"/> Pending<br><input type="checkbox"/> On appeal<br><input type="checkbox"/> Concluded |
|             | Number Street       |                    |                                                                                                              |
| Case number | City State ZIP Code |                    |                                                                                                              |

**Part 11: Give Details About Your Business or Connections to Any Business**

27. Within 4 years before you filed for bankruptcy, did you own a business or have any of the following connections to any business?

- ☐ A sole proprietor or self-employed in a trade, profession, or other activity, either full-time or part-time  
☐ A member of a limited liability company (LLC) or limited liability partnership (LLP)  
☐ A partner in a partnership  
☐ An officer, director, or managing executive of a corporation  
☐ An owner of at least 5% of the voting or equity securities of a corporation  
☒ No. None of the above applies. Go to Part 12.  
☐ Yes. Check all that apply above and fill in the details below for each business.

| Describe the nature of the business |                                  | Employer identification number                 |
|-------------------------------------|----------------------------------|------------------------------------------------|
|                                     |                                  | Do not include Social Security number or ITIN. |
| Business Name                       |                                  | EIN: _____                                     |
| Number Street                       |                                  |                                                |
| City State ZIP Code                 |                                  |                                                |
| Business Name                       | Name of accountant or bookkeeper | Dates business existed                         |
| Number Street                       |                                  | From _____ To _____                            |
| City State ZIP Code                 |                                  |                                                |
| Business Name                       |                                  | Employer identification number                 |
| Number Street                       |                                  | Do not include Social Security number or ITIN. |
| City State ZIP Code                 | Name of accountant or bookkeeper | EIN: _____                                     |
|                                     |                                  | Dates business existed                         |
|                                     |                                  | From _____ To _____                            |

Debtor 1 Barbara Albyline Gibbs  
First Name Middle Name Last Name

Case number (if known) \_\_\_\_\_

|                                     |  |                                                                                  |
|-------------------------------------|--|----------------------------------------------------------------------------------|
| Describe the nature of the business |  | Employer identification number<br>Do not include Social Security number or ITIN. |
| Business Name                       |  | EIN: _____                                                                       |
| Number Street                       |  | Dates business existed                                                           |
|                                     |  | From _____ To _____                                                              |
| City State ZIP Code                 |  |                                                                                  |

28. Within 2 years before you filed for bankruptcy, did you give a financial statement to anyone about your business? Include all financial institutions, creditors, or other parties.

- ☐ No  
☐ Yes. Fill in the details below.

Date issued

Name \_\_\_\_\_ MM / DD / YYYY  
Number Street \_\_\_\_\_  
City State ZIP Code \_\_\_\_\_

**Part 12: Sign Below**

I have read the answers on this *Statement of Financial Affairs* and any attachments, and I declare under penalty of perjury that the answers are true and correct. I understand that making a false statement, concealing property, or obtaining money or property by fraud in connection with a bankruptcy case can result in fines up to \$250,000, or imprisonment for up to 20 years, or both. 18 U.S.C. §§ 152, 1341, 1519, and 3571.

x Barbara A. Gibbs x

Signature of Debtor 1

Signature of Debtor 2

Date \_\_\_\_\_

Date \_\_\_\_\_

Did you attach additional pages to Your *Statement of Financial Affairs for Individuals Filing for Bankruptcy* (Official Form 107)?

- ☒ No  
☐ Yes

Did you pay or agree to pay someone who is not an attorney to help you fill out bankruptcy forms?

☒ No

☐ Yes. Name of person \_\_\_\_\_

Attach the *Bankruptcy Petition Preparer's Notice, Declaration, and Signature* (Official Form 119).

Fill in this information to identify your case and this filing:

Debtor 1 Barbara Albytime Gibbs  
First Name Middle Name Last Name

Debtor 2  
(Spouse, if filing) First Name Middle Name Last Name

United States Bankruptcy Court for the: Northern District of Georgia

Case number \_\_\_\_\_

☐ Check if this is an amended filing

Official Form 106A/B

## Schedule A/B: Property

12/15

In each category, separately list and describe items. List an asset only once. If an asset fits in more than one category, list the asset in the category where you think it fits best. Be as complete and accurate as possible. If two married people are filing together, both are equally responsible for supplying correct information. If more space is needed, attach a separate sheet to this form. On the top of any additional pages, write your name and case number (if known). Answer every question.

### Part 1: Describe Each Residence, Building, Land, or Other Real Estate You Own or Have an Interest In

1. Do you own or have any legal or equitable interest in any residence, building, land, or similar property?

- ☐ No. Go to Part 2.  
☒ Yes. Where is the property?

1.1. 3108 Hidden Falls Drive

Street address, if available, or other description

Buford GA 30519  
City State ZIP Code

Gwinnett  
County

What is the property? Check all that apply.

- ☒ Single-family home  
☐ Duplex or multi-unit building  
☐ Condominium or cooperative  
☐ Manufactured or mobile home  
☐ Land  
☐ Investment property  
☐ Timeshare  
☐ Other \_\_\_\_\_

Do not deduct secured claims or exemptions. Put the amount of any secured claims on *Schedule D: Creditors Who Have Claims Secured by Property*.

Current value of the entire property? \$ 525,000.00  
Current value of the portion you own? \$ 250,000.00

Describe the nature of your ownership interest (such as fee simple, tenancy by the entireties, or a life estate), if known.

fee simple

Who has an interest in the property? Check one.

- ☐ Debtor 1 only  
☐ Debtor 2 only  
☐ Debtor 1 and Debtor 2 only  
☒ At least one of the debtors and another

☐ Check if this is community property (see instructions)

Other information you wish to add about this item, such as local property identification number: \_\_\_\_\_

If you own or have more than one, list here:

1.2. 4257 Monterey Drive

Street address, if available, or other description

Florence SC 29501  
City State ZIP Code

Florence  
County

What is the property? Check all that apply.

- ☒ Single-family home  
☐ Duplex or multi-unit building  
☐ Condominium or cooperative  
☐ Manufactured or mobile home  
☐ Land  
☐ Investment property  
☐ Timeshare  
☐ Other \_\_\_\_\_

Do not deduct secured claims or exemptions. Put the amount of any secured claims on *Schedule D: Creditors Who Have Claims Secured by Property*.

Current value of the entire property? \$ 500,000.00  
Current value of the portion you own? \$ 250,000.00

Describe the nature of your ownership interest (such as fee simple, tenancy by the entireties, or a life estate), if known.

fee simple

Who has an interest in the property? Check one.

- ☐ Debtor 1 only  
☐ Debtor 2 only  
☐ Debtor 1 and Debtor 2 only  
☒ At least one of the debtors and another

☐ Check if this is community property (see instructions)

Other information you wish to add about this item, such as local property identification number: \_\_\_\_\_

Debtor 1

Barbara

Albyline

Gibbs

Case number (if known)

First Name

Middle Name

Last Name

1.3.

Street address, if available, or other description

City

State

ZIP Code

County

**What is the property?** Check all that apply.

- ☐ Single-family home  
☐ Duplex or multi-unit building  
☐ Condominium or cooperative  
☐ Manufactured or mobile home  
☐ Land  
☐ Investment property  
☐ Timeshare  
☐ Other \_\_\_\_\_

Do not deduct secured claims or exemptions. Put the amount of any secured claims on *Schedule D: Creditors Who Have Claims Secured by Property*.

Current value of the entire property?

Current value of the portion you own?

\$ \_\_\_\_\_

\$ \_\_\_\_\_

Describe the nature of your ownership interest (such as fee simple, tenancy by the entireties, or a life estate), if known.

**Who has an interest in the property?** Check one.

- ☐ Debtor 1 only  
☐ Debtor 2 only  
☐ Debtor 1 and Debtor 2 only  
☐ At least one of the debtors and another

☐ Check if this is community property (see instructions)

Other information you wish to add about this item, such as local property identification number: \_\_\_\_\_

2. Add the dollar value of the portion you own for all of your entries from Part 1, including any entries for pages you have attached for Part 1. Write that number here. \_\_\_\_\_ →

\$ 500,000.00

**Part 2: Describe Your Vehicles**Do you own, lease, or have legal or equitable interest in any vehicles, whether they are registered or not? Include any vehicles you own that someone else drives. If you lease a vehicle, also report it on *Schedule G: Executory Contracts and Unexpired Leases*.

## 3. Cars, vans, trucks, tractors, sport utility vehicles, motorcycles

- ☐ No  
☒ Yes

3.1. Make: Mercedes  
 Model: S550  
 Year: 2012  
 Approximate mileage: 45000  
 Other information:

**Who has an interest in the property?** Check one.

- ☐ Debtor 1 only  
☐ Debtor 2 only  
☐ Debtor 1 and Debtor 2 only  
☒ At least one of the debtors and another

Do not deduct secured claims or exemptions. Put the amount of any secured claims on *Schedule D: Creditors Who Have Claims Secured by Property*.

Current value of the entire property?

Current value of the portion you own?

\$ 20,000.00

\$ 10,000.00

☐ Check if this is community property (see instructions)

If you own or have more than one, describe here:

3.2. Make: Mercedes  
 Model: S500  
 Year: 2003  
 Approximate mileage: 140000  
 Other information:

**Who has an interest in the property?** Check one.

- ☒ Debtor 1 only  
☐ Debtor 2 only  
☐ Debtor 1 and Debtor 2 only  
☐ At least one of the debtors and another

Do not deduct secured claims or exemptions. Put the amount of any secured claims on *Schedule D: Creditors Who Have Claims Secured by Property*.

Current value of the entire property?

Current value of the portion you own?

\$ 3,000.00

\$ 3,000.00

☐ Check if this is community property (see instructions)

## Voluntary Petition Page 22 of 46

Debtor 1

Barbara

Albytime

Gibbs

Case number (if known)

First Name

Middle Name

Last Name

3.3. Make: \_\_\_\_\_  
 Model: \_\_\_\_\_  
 Year: \_\_\_\_\_  
 Approximate mileage: \_\_\_\_\_  
 Other information:

Who has an interest in the property? Check one.

- ☐ Debtor 1 only  
☐ Debtor 2 only  
☐ Debtor 1 and Debtor 2 only  
☐ At least one of the debtors and another

Do not deduct secured claims or exemptions. Put the amount of any secured claims on *Schedule D: Creditors Who Have Claims Secured by Property*.

Current value of the entire property? Current value of the portion you own?

\$ \_\_\_\_\_ \$ \_\_\_\_\_

☐ Check if this is community property (see instructions)

3.4. Make: \_\_\_\_\_  
 Model: \_\_\_\_\_  
 Year: \_\_\_\_\_  
 Approximate mileage: \_\_\_\_\_  
 Other information:

Who has an interest in the property? Check one.

- ☐ Debtor 1 only  
☐ Debtor 2 only  
☐ Debtor 1 and Debtor 2 only  
☐ At least one of the debtors and another

Do not deduct secured claims or exemptions. Put the amount of any secured claims on *Schedule D: Creditors Who Have Claims Secured by Property*.

Current value of the entire property? Current value of the portion you own?

\$ \_\_\_\_\_ \$ \_\_\_\_\_

☐ Check if this is community property (see instructions)

## 4. Watercraft, aircraft, motor homes, ATVs and other recreational vehicles, other vehicles, and accessories

Examples: Boats, trailers, motors, personal watercraft, fishing vessels, snowmobiles, motorcycle accessories

- ☒ No  
☐ Yes

4.1. Make: \_\_\_\_\_  
 Model: \_\_\_\_\_  
 Year: \_\_\_\_\_  
 Other information:

Who has an interest in the property? Check one.

- ☐ Debtor 1 only  
☐ Debtor 2 only  
☐ Debtor 1 and Debtor 2 only  
☐ At least one of the debtors and another

Do not deduct secured claims or exemptions. Put the amount of any secured claims on *Schedule D: Creditors Who Have Claims Secured by Property*.

Current value of the entire property? Current value of the portion you own?

\$ \_\_\_\_\_ \$ \_\_\_\_\_

☐ Check if this is community property (see instructions)

If you own or have more than one, list here:

4.2. Make: \_\_\_\_\_  
 Model: \_\_\_\_\_  
 Year: \_\_\_\_\_  
 Other information:

Who has an interest in the property? Check one.

- ☐ Debtor 1 only  
☐ Debtor 2 only  
☐ Debtor 1 and Debtor 2 only  
☐ At least one of the debtors and another

Do not deduct secured claims or exemptions. Put the amount of any secured claims on *Schedule D: Creditors Who Have Claims Secured by Property*.

Current value of the entire property? Current value of the portion you own?

\$ \_\_\_\_\_ \$ \_\_\_\_\_

☐ Check if this is community property (see instructions)

5. Add the dollar value of the portion you own for all of your entries from Part 2, including any entries for pages you have attached for Part 2. Write that number here

\$ 13,000.00

Debtor 1

Barbara

Albyline

Gibbs

Case number (if known)

First Name

Middle Name

Last Name

**Part 3: Describe Your Personal and Household Items**

Do you own or have any legal or equitable interest in any of the following items?

**Current value of the portion you own?**

Do not deduct secured claims or exemptions.

**6. Household goods and furnishings**

Examples: Major appliances, furniture, linens, china, kitchenware

☐ No

☒ Yes. Describe..... Furniture, linens, major appliances, china, kitchenware

\$ 6,000.00

**7. Electronics**

Examples: Televisions and radios; audio, video, stereo, and digital equipment; computers, printers, scanners; music collections; electronic devices including cell phones, cameras, media players, games

☐ No

☒ Yes. Describe..... Televisions, computer, printer, cell phone

\$ 2,000.00

**8. Collectibles of value**

Examples: Antiques and figurines; paintings, prints, or other artwork; books, pictures, or other art objects; stamp, coin, or baseball card collections; other collections, memorabilia, collectibles

☐ No

☒ Yes. Describe..... Pictures, prints

\$ 1,500.00

**9. Equipment for sports and hobbies**

Examples: Sports, photographic, exercise, and other hobby equipment; bicycles, pool tables, golf clubs, skis; canoes and kayaks; carpentry tools; musical instruments

☐ No

☒ Yes. Describe..... Exercise equipment, bicycle

\$ 500.00

**10. Firearms**

Examples: Pistols, rifles, shotguns, ammunition, and related equipment

☐ No

☒ Yes. Describe..... Pistol

\$ 500.00

**11. Clothes**

Examples: Everyday clothes, furs, leather coats, designer wear, shoes, accessories

☐ No

☒ Yes. Describe..... Everyday clothes, shoes, accessories

\$ 3,000.00

**12. Jewelry**

Examples: Everyday jewelry, costume jewelry, engagement rings, wedding rings, heirloom jewelry, watches, gems, gold, silver

☐ No

☒ Yes. Describe..... Everyday jewelry, wedding rings

\$ 1,500.00

**13. Non-farm animals**

Examples: Dogs, cats, birds, horses

☒ No

☐ Yes. Describe.....

\$

**14. Any other personal and household items you did not already list, including any health aids you did not list**

☒ No

☐ Yes. Give specific information.....

\$

**15. Add the dollar value of all of your entries from Part 3, including any entries for pages you have attached for Part 3. Write that number here**

\$ 15,000.00

Debtor 1

Barbara

Albytime

Grobs

Case number (if known)

First Name

Middle Name

Last Name

**Part 4: Describe Your Financial Assets**

Do you own or have any legal or equitable interest in any of the following?

Current value of the  
portion you own?Do not deduct secured claims  
or exemptions.**16. Cash**

Examples: Money you have in your wallet, in your home, in a safe deposit box, and on hand when you file your petition

☒ No☐ Yes

Cash: \$

**17. Deposits of money**

Examples: Checking, savings, or other financial accounts; certificates of deposit; shares in credit unions, brokerage houses, and other similar institutions. If you have multiple accounts with the same institution, list each.

☐ No☒ Yes

Institution name:

|                                |             |              |
|--------------------------------|-------------|--------------|
| 17.1. Checking account:        | Wells Fargo | \$ 500.00    |
| 17.2. Checking account:        |             | \$ 40,000.00 |
| 17.3. Savings account:         | Wells Fargo | \$           |
| 17.4. Savings account:         |             | \$           |
| 17.5. Certificates of deposit: |             | \$           |
| 17.6. Other financial account: |             | \$           |
| 17.7. Other financial account: |             | \$           |
| 17.8. Other financial account: |             | \$           |
| 17.9. Other financial account: |             | \$           |

**18. Bonds, mutual funds, or publicly traded stocks**

Examples: Bond funds, investment accounts with brokerage firms, money market accounts

☒ No☐ Yes

Institution or issuer name:

|  |    |
|--|----|
|  | \$ |
|  | \$ |
|  | \$ |

**19. Non-publicly traded stock and interests in incorporated and unincorporated businesses, including an interest in an LLC, partnership, and joint venture**☒ No☐ Yes. Give specific  
information about  
them.....

Name of entity:

% of ownership:

|  |    |   |    |
|--|----|---|----|
|  | 0% | % | \$ |
|  | 0% | % | \$ |
|  | 0% | % | \$ |

Debtor 1

Barbara

Albyline

Gibbs

Case number (if known)

First Name

Middle Name

Last Name

**20. Government and corporate bonds and other negotiable and non-negotiable instruments**

*Negotiable instruments* include personal checks, cashiers' checks, promissory notes, and money orders.  
*Non-negotiable instruments* are those you cannot transfer to someone by signing or delivering them.

☒ No☐ Yes. Give specific information about them.....

Issuer name:

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

\$ \_\_\_\_\_  
 \$ \_\_\_\_\_  
 \$ \_\_\_\_\_

**21. Retirement or pension accounts**

*Examples:* Interests in IRA, ERISA, Keogh, 401(k), 403(b), thrift savings accounts, or other pension or profit-sharing plans

☒ No☐ Yes. List each account separately.

Type of account:

Institution name:

401(k) or similar plan:

Pension plan:

IRA:

Retirement account:

Keogh:

Additional account:

Additional account:

\$ \_\_\_\_\_  
 \$ \_\_\_\_\_  
 \$ \_\_\_\_\_  
 \$ \_\_\_\_\_  
 \$ \_\_\_\_\_  
 \$ \_\_\_\_\_  
 \$ \_\_\_\_\_

**22. Security deposits and prepayments**

Your share of all unused deposits you have made so that you may continue service or use from a company  
*Examples:* Agreements with landlords, prepaid rent, public utilities (electric, gas, water), telecommunications companies, or others

☒ No☐ Yes.....

Institution name or individual:

Electric:

Gas:

Heating oil:

Security deposit on rental unit:

Prepaid rent:

Telephone:

Water:

Rented furniture:

Other:

\$ \_\_\_\_\_  
 \$ \_\_\_\_\_  
 \$ \_\_\_\_\_  
 \$ \_\_\_\_\_  
 \$ \_\_\_\_\_  
 \$ \_\_\_\_\_  
 \$ \_\_\_\_\_  
 \$ \_\_\_\_\_  
 \$ \_\_\_\_\_

**23. Annuities (A contract for a periodic payment of money to you, either for life or for a number of years)**☒ No☐ Yes..... Issuer name and description:

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

\$ \_\_\_\_\_  
 \$ \_\_\_\_\_  
 \$ \_\_\_\_\_

Debtor 1

Barbara

Albytime

Gibbs

Case number (if known)

First Name

Middle Name

Last Name

**24. Interests in an education IRA, in an account in a qualified ABLE program, or under a qualified state tuition program.**

26 U.S.C. §§ 530(b)(1), 529A(b), and 529(b)(1).

☒ No☐ Yes

Institution name and description. Separately file the records of any interests. 11 U.S.C. § 521(c):

\$ \_\_\_\_\_

\$ \_\_\_\_\_

\$ \_\_\_\_\_

**25. Trusts, equitable or future interests in property (other than anything listed in line 1), and rights or powers exercisable for your benefit**☒ No☐ Yes. Give specific

information about them....

\$ \_\_\_\_\_

**26. Patents, copyrights, trademarks, trade secrets, and other intellectual property**

Examples: Internet domain names, websites, proceeds from royalties and licensing agreements

☒ No☐ Yes. Give specific

information about them....

\$ \_\_\_\_\_

**27. Licenses, franchises, and other general intangibles**

Examples: Building permits, exclusive licenses, cooperative association holdings, liquor licenses, professional licenses

☒ No☐ Yes. Give specific

information about them....

\$ \_\_\_\_\_

**Money or property owed to you?**

**Current value of the  
portion you own?**  
Do not deduct secured  
claims or exemptions.

**28. Tax refunds owed to you**☒ No
☐ Yes. Give specific information  
about them, including whether  
you already filed the returns  
and the tax years. ....

Federal:

\$ \_\_\_\_\_

State:

\$ \_\_\_\_\_

Local:

\$ \_\_\_\_\_

**29. Family support**

Examples: Past due or lump sum alimony, spousal support, child support, maintenance, divorce settlement, property settlement

☒ No☐ Yes. Give specific information.....

Alimony:

\$ \_\_\_\_\_

Maintenance:

\$ \_\_\_\_\_

Support:

\$ \_\_\_\_\_

Divorce settlement:

\$ \_\_\_\_\_

Property settlement:

\$ \_\_\_\_\_

**30. Other amounts someone owes you**

Examples: Unpaid wages, disability insurance payments, disability benefits, sick pay, vacation pay, workers' compensation, Social Security benefits; unpaid loans you made to someone else

☒ No☐ Yes. Give specific information.....

\$ \_\_\_\_\_

Debtor 1

Barbara

Albytime

Gibbs

Case number (if known)

First Name

Middle Name

Last Name

**31. Interests in insurance policies***Examples:* Health, disability, or life insurance; health savings account (HSA); credit, homeowner's, or renter's insurance☒ No☐ Yes. Name the insurance company of each policy and list its value. ...

Company name:

Beneficiary:

Surrender or refund value:

\$

\$

\$

**32. Any interest in property that is due you from someone who has died**

If you are the beneficiary of a living trust, expect proceeds from a life insurance policy, or are currently entitled to receive property because someone has died.

☒ No☐ Yes. Give specific information. ....

\$

**33. Claims against third parties, whether or not you have filed a lawsuit or made a demand for payment***Examples:* Accidents, employment disputes, insurance claims, or rights to sue☒ No☐ Yes. Describe each claim. ....

\$

**34. Other contingent and unliquidated claims of every nature, including counterclaims of the debtor and rights to set off claims**☒ No☐ Yes. Describe each claim. ....

\$

**35. Any financial assets you did not already list**☒ No☐ Yes. Give specific information. ....

\$

**36. Add the dollar value of all of your entries from Part 4, including any entries for pages you have attached for Part 4. Write that number here**

\$

40,500.00

**Part 5:****Describe Any Business-Related Property You Own or Have an Interest In. List any real estate in Part 1.****37. Do you own or have any legal or equitable interest in any business-related property?**☒ No. Go to Part 6.☐ Yes. Go to line 38.**Current value of the portion you own?**

Do not deduct secured claims or exemptions.

**38. Accounts receivable or commissions you already earned**☐ No☐ Yes. Describe. ....

\$

**39. Office equipment, furnishings, and supplies***Examples:* Business-related computers, software, modems, printers, copiers, fax machines, rugs, telephones, desks, chairs, electronic devices☐ No☐ Yes. Describe. ....

\$

Debtor 1

Barbara

Albyline

Gibbs

Case number (if known)

First Name

Middle Name

Last Name

**40. Machinery, fixtures, equipment, supplies you use in business, and tools of your trade**☐ No☐ Yes. Describe.....

\$

**41. Inventory**☐ No☐ Yes. Describe.....

\$

**42. Interests in partnerships or joint ventures**☐ No☐ Yes. Describe.....

Name of entity:

% of ownership:

  
  
  
  
\$  
\$  
\$**43. Customer lists, mailing lists, or other compilations**☐ No☐ Yes. Do your lists include personally identifiable information (as defined in 11 U.S.C. § 101(41A))?☐ No☐ Yes. Describe.....

\$

**44. Any business-related property you did not already list**☐ No☐ Yes. Give specific information .....  
  
  
  
  
\$  
\$  
\$  
\$  
\$  
\$**45. Add the dollar value of all of your entries from Part 5, including any entries for pages you have attached for Part 5. Write that number here** →

\$ 0.00

**Part 6: Describe Any Farm- and Commercial Fishing-Related Property You Own or Have an Interest In.**  
If you own or have an interest in farmland, list it in Part 1.**46. Do you own or have any legal or equitable interest in any farm- or commercial fishing-related property?**☒ No. Go to Part 7.☐ Yes. Go to line 47.**Current value of the portion you own?**  
Do not deduct secured claims or exemptions.**47. Farm animals***Examples: Livestock, poultry, farm-raised fish*☐ No☐ Yes.....

\$

Debtor 1

Barbara

Albyline

Gibbs

Case number (if known)

First Name

Middle Name

Last Name

## 48. Crops—either growing or harvested

☐ No☐ Yes. Give specific information. ....

\$

## 49. Farm and fishing equipment, implements, machinery, fixtures, and tools of trade

☐ No☐ Yes. ....

\$

## 50. Farm and fishing supplies, chemicals, and feed

☐ No☐ Yes. ....

\$

## 51. Any farm- and commercial fishing-related property you did not already list

☐ No☐ Yes. Give specific information. ....

\$

52. Add the dollar value of all of your entries from Part 6, including any entries for pages you have attached for Part 6. Write that number here .....



\$ 0.00

**Part 7: Describe All Property You Own or Have an Interest in That You Did Not List Above**

## 53. Do you have other property of any kind you did not already list?

Examples: Season tickets, country club membership

☒ No☐ Yes. Give specific information. ....

\$

\$

\$

54. Add the dollar value of all of your entries from Part 7. Write that number here .....



\$ 0.00

**Part 8: List the Totals of Each Part of this Form**

55. Part 1: Total real estate, line 2 .....



\$ 500,000.00

56. Part 2: Total vehicles, line 5

\$ 13,000.00

57. Part 3: Total personal and household items, line 15

\$ 15,000.00

58. Part 4: Total financial assets, line 36

\$ 40,500.00

59. Part 5: Total business-related property, line 45

\$ 0.00

60. Part 6: Total farm- and fishing-related property, line 52

\$ 0.00

61. Part 7: Total other property not listed, line 54

+ \$ 0.00

62. Total personal property. Add lines 56 through 61. ....

\$ 68,500.00

Copy personal property total →

+ \$ 68,500.00

63. Total of all property on Schedule A/B. Add line 55 + line 62. ....

\$ 568,500.00

Fill in this information to identify your case:

Debtor 1 Barbara Albytime Gibbs  
First Name Middle Name Last Name

Debtor 2  
(Spouse, if filing) First Name Middle Name Last Name

United States Bankruptcy Court for the: Northern District of Georgia

Case number (if known) \_\_\_\_\_

☐ Check if this is an amended filing

Official Form 106D

**Schedule D: Creditors Who Have Claims Secured by Property**

12/15

Be as complete and accurate as possible. If two married people are filing together, both are equally responsible for supplying correct information. If more space is needed, copy the Additional Page, fill it out, number the entries, and attach it to this form. On the top of any additional pages, write your name and case number (if known).

1. Do any creditors have claims secured by your property?

- ☐ No. Check this box and submit this form to the court with your other schedules. You have nothing else to report on this form.
- ☒ Yes. Fill in all of the information below.

**Part 1: List All Secured Claims**

2. List all secured claims. If a creditor has more than one secured claim, list the creditor separately for each claim. If more than one creditor has a particular claim, list the other creditors in Part 2. As much as possible, list the claims in alphabetical order according to the creditor's name.

| Column A<br>Amount of claim<br>Do not deduct the<br>value of collateral. | Column B<br>Value of collateral<br>that supports this<br>claim | Column C<br>Unsecured<br>portion<br>if any |
|--------------------------------------------------------------------------|----------------------------------------------------------------|--------------------------------------------|
| \$ 465,000.00                                                            | \$ 500,000.00                                                  | \$ 0.00                                    |

2.1 Nationstar Mortgage/Mr. Cooper

Describe the property that secures the claim:

Creditor's Name  
Lake Vista 4  
Number Street  
800 State Highway 121 Bypass  
Lewisville TX 75067  
City State ZIP Code

4257 Monterey Drive  
Florence, SC 29501

As of the date you file, the claim is: Check all that apply.

- ☐ Contingent  
☒ Unliquidated  
☒ Disputed

Nature of lien. Check all that apply.

- ☒ An agreement you made (such as mortgage or secured car loan)  
☐ Statutory lien (such as tax lien, mechanic's lien)  
☒ Judgment lien from a lawsuit  
☐ Other (including a right to offset)

Who owes the debt? Check one.

- ☐ Debtor 1 only  
☐ Debtor 2 only  
☐ Debtor 1 and Debtor 2 only  
☒ At least one of the debtors and another

☐ Check if this claim relates to a community debt

Date debt was incurred 01/20/2006

Last 4 digits of account number 7 1 3 5

2.2 Wintrust Mortgage

Describe the property that secures the claim:

Creditor's Name  
9701 W Higgins Road  
Number Street  
Rosemont IL 60018  
City State ZIP Code

3108 Hidden Falls Drive  
Buford, GA 30519

As of the date you file, the claim is: Check all that apply.

- ☐ Contingent  
☒ Unliquidated  
☐ Disputed

Nature of lien. Check all that apply.

- ☒ An agreement you made (such as mortgage or secured car loan)  
☐ Statutory lien (such as tax lien, mechanic's lien)  
☐ Judgment lien from a lawsuit  
☐ Other (including a right to offset)

Who owes the debt? Check one.

- ☐ Debtor 1 only  
☐ Debtor 2 only  
☐ Debtor 1 and Debtor 2 only  
☒ At least one of the debtors and another

☐ Check if this claim relates to a community debt

Date debt was incurred \_\_\_\_\_

Last 4 digits of account number 4 0 2 5

Add the dollar value of your entries in Column A on this page. Write that number here: \$ 857.00

Debtor 1 Barbara Albytime Gibbs Case number (if known) \_\_\_\_\_  
First Name Middle Name Last Name

|                                                                                                                                                                                                                                                 | Additional Page                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           | Column A<br>Amount of claim<br>Do not deduct the<br>value of collateral. | Column B<br>Value of collateral<br>that supports this<br>claim | Column C<br>Unsecured<br>portion<br>If any |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------|----------------------------------------------------------------|--------------------------------------------|
| <b>Part 1:</b>                                                                                                                                                                                                                                  | <b>After listing any entries on this page, number them beginning with 2.3, followed by 2.4, and so forth.</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |                                                                          |                                                                |                                            |
| 1                                                                                                                                                                                                                                               | <p><b>Describe the property that secures the claim:</b> _____ \$ _____</p> <p>Creditor's Name _____</p> <p>Number _____ Street _____</p> <p>City _____ State _____ ZIP Code _____</p> <p><b>As of the date you file, the claim is:</b> Check all that apply.</p> <p><input type="checkbox"/> Contingent<br/><input type="checkbox"/> Unliquidated<br/><input type="checkbox"/> Disputed</p> <p><b>Nature of lien.</b> Check all that apply.</p> <p><input type="checkbox"/> An agreement you made (such as mortgage or secured car loan)<br/><input type="checkbox"/> Statutory lien (such as tax lien, mechanic's lien)<br/><input type="checkbox"/> Judgment lien from a lawsuit<br/><input type="checkbox"/> Other (including a right to offset) _____</p> <p><b>Who owes the debt?</b> Check one.</p> <p><input type="checkbox"/> Debtor 1 only<br/><input type="checkbox"/> Debtor 2 only<br/><input type="checkbox"/> Debtor 1 and Debtor 2 only<br/><input type="checkbox"/> At least one of the debtors and another</p> <p><input type="checkbox"/> Check if this claim relates to a community debt</p> <p>Date debt was incurred _____ Last 4 digits of account number _____</p> |                                                                          |                                                                |                                            |
| 2                                                                                                                                                                                                                                               | <p><b>Describe the property that secures the claim:</b> _____ \$ _____</p> <p>Creditor's Name _____</p> <p>Number _____ Street _____</p> <p>City _____ State _____ ZIP Code _____</p> <p><b>As of the date you file, the claim is:</b> Check all that apply.</p> <p><input type="checkbox"/> Contingent<br/><input type="checkbox"/> Unliquidated<br/><input type="checkbox"/> Disputed</p> <p><b>Nature of lien.</b> Check all that apply.</p> <p><input type="checkbox"/> An agreement you made (such as mortgage or secured car loan)<br/><input type="checkbox"/> Statutory lien (such as tax lien, mechanic's lien)<br/><input type="checkbox"/> Judgment lien from a lawsuit<br/><input type="checkbox"/> Other (including a right to offset) _____</p> <p><b>Who owes the debt?</b> Check one.</p> <p><input type="checkbox"/> Debtor 1 only<br/><input type="checkbox"/> Debtor 2 only<br/><input type="checkbox"/> Debtor 1 and Debtor 2 only<br/><input type="checkbox"/> At least one of the debtors and another</p> <p><input type="checkbox"/> Check if this claim relates to a community debt</p> <p>Date debt was incurred _____ Last 4 digits of account number _____</p> |                                                                          |                                                                |                                            |
| 3                                                                                                                                                                                                                                               | <p><b>Describe the property that secures the claim:</b> _____ \$ _____</p> <p>Creditor's Name _____</p> <p>Number _____ Street _____</p> <p>City _____ State _____ ZIP Code _____</p> <p><b>As of the date you file, the claim is:</b> Check all that apply.</p> <p><input type="checkbox"/> Contingent<br/><input type="checkbox"/> Unliquidated<br/><input type="checkbox"/> Disputed</p> <p><b>Nature of lien.</b> Check all that apply.</p> <p><input type="checkbox"/> An agreement you made (such as mortgage or secured car loan)<br/><input type="checkbox"/> Statutory lien (such as tax lien, mechanic's lien)<br/><input type="checkbox"/> Judgment lien from a lawsuit<br/><input type="checkbox"/> Other (including a right to offset) _____</p> <p><b>Who owes the debt?</b> Check one.</p> <p><input type="checkbox"/> Debtor 1 only<br/><input type="checkbox"/> Debtor 2 only<br/><input type="checkbox"/> Debtor 1 and Debtor 2 only<br/><input type="checkbox"/> At least one of the debtors and another</p> <p><input type="checkbox"/> Check if this claim relates to a community debt</p> <p>Date debt was incurred _____ Last 4 digits of account number _____</p> |                                                                          |                                                                |                                            |
| <p><b>Add the dollar value of your entries in Column A on this page. Write that number here:</b> \$ _____</p> <p><b>If this is the last page of your form, add the dollar value totals from all pages. Write that number here:</b> \$ _____</p> |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |                                                                          |                                                                |                                            |

Debtor 1 Barbara Albytime Gibbs Case number (if known) \_\_\_\_\_  
First Name Middle Name Last Name

**Part 2: List Others to Be Notified for a Debt That You Already Listed**

Use this page only if you have others to be notified about your bankruptcy for a debt that you already listed in Part 1. For example, if a collection agency is trying to collect from you for a debt you owe to someone else, list the creditor in Part 1, and then list the collection agency here. Similarly, if you have more than one creditor for any of the debts that you listed in Part 1, list the additional creditors here. If you do not have additional persons to be notified for any debts in Part 1, do not fill out or submit this page.

☐ \_\_\_\_\_  
Name \_\_\_\_\_  
Number \_\_\_\_\_ Street \_\_\_\_\_  
City \_\_\_\_\_ State \_\_\_\_\_ ZIP Code \_\_\_\_\_

On which line in Part 1 did you enter the creditor? \_\_\_\_\_

Last 4 digits of account number \_\_\_\_\_

☐ \_\_\_\_\_  
Name \_\_\_\_\_  
Number \_\_\_\_\_ Street \_\_\_\_\_  
City \_\_\_\_\_ State \_\_\_\_\_ ZIP Code \_\_\_\_\_

On which line in Part 1 did you enter the creditor? \_\_\_\_\_

Last 4 digits of account number \_\_\_\_\_

☐ \_\_\_\_\_  
Name \_\_\_\_\_  
Number \_\_\_\_\_ Street \_\_\_\_\_  
City \_\_\_\_\_ State \_\_\_\_\_ ZIP Code \_\_\_\_\_

On which line in Part 1 did you enter the creditor? \_\_\_\_\_

Last 4 digits of account number \_\_\_\_\_

☐ \_\_\_\_\_  
Name \_\_\_\_\_  
Number \_\_\_\_\_ Street \_\_\_\_\_  
City \_\_\_\_\_ State \_\_\_\_\_ ZIP Code \_\_\_\_\_

On which line in Part 1 did you enter the creditor? \_\_\_\_\_

Last 4 digits of account number 7 1 3 5

☐ \_\_\_\_\_  
Name \_\_\_\_\_  
Number \_\_\_\_\_ Street \_\_\_\_\_  
City \_\_\_\_\_ State \_\_\_\_\_ ZIP Code \_\_\_\_\_

On which line in Part 1 did you enter the creditor? \_\_\_\_\_

Last 4 digits of account number \_\_\_\_\_

☐ \_\_\_\_\_  
Name \_\_\_\_\_  
Number \_\_\_\_\_ Street \_\_\_\_\_  
City \_\_\_\_\_ State \_\_\_\_\_ ZIP Code \_\_\_\_\_

On which line in Part 1 did you enter the creditor? \_\_\_\_\_

Last 4 digits of account number \_\_\_\_\_

|                                                                      |                           |                            |                          |
|----------------------------------------------------------------------|---------------------------|----------------------------|--------------------------|
| Fill in this information to identify your case:                      |                           |                            |                          |
| Debtor 1                                                             | <u>Barbara</u>            | <u>Albytime</u>            | <u>Gibbs</u>             |
|                                                                      | <small>First Name</small> | <small>Middle Name</small> | <small>Last Name</small> |
| Debtor 2<br>(Spouse, if filing)                                      | <u></u>                   | <u></u>                    | <u></u>                  |
|                                                                      | <small>First Name</small> | <small>Middle Name</small> | <small>Last Name</small> |
| United States Bankruptcy Court for the: Northern District of Georgia |                           |                            | <input type="checkbox"/> |
| Case number<br>(If known)                                            | <u></u>                   |                            |                          |

☐ Check if this is an amended filing

Official Form 106Dec

## Declaration About an Individual Debtor's Schedules

12/15

If two married people are filing together, both are equally responsible for supplying correct information.

You must file this form whenever you file bankruptcy schedules or amended schedules. Making a false statement, concealing property, or obtaining money or property by fraud in connection with a bankruptcy case can result in fines up to \$250,000, or imprisonment for up to 20 years, or both. 18 U.S.C. §§ 152, 1341, 1519, and 3571.

**Sign Below**

Did you pay or agree to pay someone who is NOT an attorney to help you fill out bankruptcy forms?

☒ No

☐ Yes. Name of person \_\_\_\_\_ Attach Bankruptcy Petition Preparer's Notice, Declaration, and Signature (Official Form 119).

Under penalty of perjury, I declare that I have read the summary and schedules filed with this declaration and that they are true and correct.

*x Barbara A. Gibbs x*

Signature of Debtor 1

Signature of Debtor 2

Date 03/26/2019  
MM / DD / YYYY

Date \_\_\_\_\_  
MM / DD / YYYY

Fill in this information to identify your case:

|                                 |            |             |           |
|---------------------------------|------------|-------------|-----------|
| Debtor 1                        | Barbara    | Albytime    | Gibbs     |
|                                 | First Name | Middle Name | Last Name |
| Debtor 2<br>(Spouse, if filing) |            |             |           |
|                                 | First Name | Middle Name | Last Name |

United States Bankruptcy Court for the: Northern District of Georgia ☐

Case number  
(If known) \_\_\_\_\_

Check as directed in lines 17 and 21:

According to the calculations required by this Statement:

- ☐ 1. Disposable income is not determined under 11 U.S.C. § 1325(b)(3).
- ☒ 2. Disposable income is determined under 11 U.S.C. § 1325(b)(3).
- ☐ 3. The commitment period is 3 years.
- ☒ 4. The commitment period is 5 years.

☐ Check if this is an amended filing

Official Form 122C-1

**Chapter 13 Statement of Your Current Monthly Income  
and Calculation of Commitment Period**

12/15

Be as complete and accurate as possible. If two married people are filing together, both are equally responsible for being accurate. If more space is needed, attach a separate sheet to this form. Include the line number to which the additional information applies. On the top of any additional pages, write your name and case number (if known).

**Part 1: Calculate Your Average Monthly Income**

1. What is your marital and filing status? Check one only.

☐ Not married. Fill out Column A, lines 2-11.

☐ Married. Fill out both Columns A and B, lines 2-11.

Fill in the average monthly income that you received from all sources, derived during the 6 full months before you file this bankruptcy case. 11 U.S.C. § 101(10A). For example, if you are filing on September 15, the 6-month period would be March 1 through August 31. If the amount of your monthly income varied during the 6 months, add the income for all 6 months and divide the total by 6. Fill in the result. Do not include any income amount more than once. For example, if both spouses own the same rental property, put the income from that property in one column only. If you have nothing to report for any line, write \$0 in the space.

|                                                                                                                                                                                                                                                                                                                                                      | Column A<br>Debtor 1         | Column B<br>Debtor 2 or<br>non-filing spouse |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------|----------------------------------------------|
| 2. Your gross wages, salary, tips, bonuses, overtime, and commissions (before all payroll deductions).                                                                                                                                                                                                                                               | \$ 0.00                      | \$ 0.00                                      |
| 3. Alimony and maintenance payments. Do not include payments from a spouse.                                                                                                                                                                                                                                                                          | \$ 0.00                      | \$ 0.00                                      |
| 4. All amounts from any source which are regularly paid for household expenses of you or your dependents, including child support. Include regular contributions from an unmarried partner, members of your household, your dependents, parents, and roommates. Do not include payments from a spouse. Do not include payments you listed on line 3. | \$ 0.00                      | \$ 0.00                                      |
| 5. Net income from operating a business, profession, or farm                                                                                                                                                                                                                                                                                         |                              |                                              |
| Gross receipts (before all deductions)                                                                                                                                                                                                                                                                                                               | Debtor 1 \$ 0.00 Debtor 2 \$ |                                              |
| Ordinary and necessary operating expenses                                                                                                                                                                                                                                                                                                            | - \$ 0.00 - \$               |                                              |
| Net monthly income from a business, profession, or farm                                                                                                                                                                                                                                                                                              | \$ 0.00 \$ 0.00              | Copy here → \$ 0.00 \$ 0.00                  |
| 6. Net income from rental and other real property                                                                                                                                                                                                                                                                                                    |                              |                                              |
| Gross receipts (before all deductions)                                                                                                                                                                                                                                                                                                               | Debtor 1 \$ 0.00 Debtor 2 \$ |                                              |
| Ordinary and necessary operating expenses                                                                                                                                                                                                                                                                                                            | - \$ 0.00 - \$               |                                              |
| Net monthly income from rental or other real property                                                                                                                                                                                                                                                                                                | \$ 0.00 \$ 0.00              | Copy here → \$ 0.00 \$ 0.00                  |

Debtor 1 **Barbara Albytime Gibbs**  
First Name Middle Name Last Name

Case number (if known)

|                                                                                                                                                                                                                                                                                                                                                       | Column A<br>Debtor 1 | Column B<br>Debtor 2 or<br>non-filing spouse |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------|----------------------------------------------|
| 7. Interest, dividends, and royalties                                                                                                                                                                                                                                                                                                                 | \$ 0.00              | \$ 0.00                                      |
| 8. Unemployment compensation                                                                                                                                                                                                                                                                                                                          | \$ 0.00              | \$ 0.00                                      |
| Do not enter the amount if you contend that the amount received was a benefit under the Social Security Act. Instead, list it here: $\downarrow$                                                                                                                                                                                                      |                      |                                              |
| For you                                                                                                                                                                                                                                                                                                                                               | \$ 0.00              |                                              |
| For your spouse                                                                                                                                                                                                                                                                                                                                       | \$ 0.00              |                                              |
| 9. Pension or retirement income. Do not include any amount received that was a benefit under the Social Security Act.                                                                                                                                                                                                                                 | \$ 4,500.00          | \$ 0.00                                      |
| 10. Income from all other sources not listed above. Specify the source and amount. Do not include any benefits received under the Social Security Act or payments received as a victim of a war crime, a crime against humanity, or international or domestic terrorism. If necessary, list other sources on a separate page and put the total below. |                      |                                              |
| Disability                                                                                                                                                                                                                                                                                                                                            | \$ 0.00              | \$ 4,000.00                                  |
|                                                                                                                                                                                                                                                                                                                                                       | \$                   | \$                                           |
| Total amounts from separate pages, if any.                                                                                                                                                                                                                                                                                                            | +\$                  | +\$                                          |
| 11. Calculate your total average monthly income. Add lines 2 through 10 for each column. Then add the total for Column A to the total for Column B.                                                                                                                                                                                                   | \$ 4,500.00          | +\$ 4,000.00 = \$ 8,500.00                   |
|                                                                                                                                                                                                                                                                                                                                                       |                      | Total average monthly income                 |

**Part 2: Determine How to Measure Your Deductions from Income**

12. Copy your total average monthly income from line 11. \$ 8,500.00

13. Calculate the marital adjustment. Check one:

☐ You are not married. Fill in 0 below.

☐ You are married and your spouse is filing with you. Fill in 0 below.

☒ You are married and your spouse is not filing with you.

Fill in the amount of the income listed in line 11, Column B, that was NOT regularly paid for the household expenses of you or your dependents, such as payment of the spouse's tax liability or the spouse's support of someone other than you or your dependents.

Below, specify the basis for excluding this income and the amount of income devoted to each purpose. If necessary, list additional adjustments on a separate page.

If this adjustment does not apply, enter 0 below.

|       |          |
|-------|----------|
|       | \$ 0.00  |
|       | \$ 0.00  |
|       | +\$ 0.00 |
| Total | \$ 0.00  |

Copy here  $\rightarrow$  0.00

14. Your current monthly income. Subtract the total in line 13 from line 12. \$ 8,500.00

15. Calculate your current monthly income for the year. Follow these steps:

15a. Copy line 14 here  $\rightarrow$  \$ 8,500.00

Multiply line 15a by 12 (the number of months in a year). x 12

15b. The result is your current monthly income for the year for this part of the form. \$ 102,000.00

Debtor 1 Barbara Albyline Gibbs Case number (if known) \_\_\_\_\_  
First Name Middle Name Last Name

16. Calculate the median family income that applies to you. Follow these steps:

16a. Fill in the state in which you live. Georgia

16b. Fill in the number of people in your household. 2

16c. Fill in the median family income for your state and size of household. \$ 61,000.00  
To find a list of applicable median income amounts, go online using the link specified in the separate instructions for this form. This list may also be available at the bankruptcy clerk's office.

17. How do the lines compare?

17a. ☐ Line 15b is less than or equal to line 16c. On the top of page 1 of this form, check box 1, *Disposable income is not determined under 11 U.S.C. § 1325(b)(3)*. Go to Part 3. Do NOT fill out *Calculation of Your Disposable Income* (Official Form 122C-2).

17b. ☒ Line 15b is more than line 16c. On the top of page 1 of this form, check box 2, *Disposable income is determined under 11 U.S.C. § 1325(b)(3)*. Go to Part 3 and fill out *Calculation of Your Disposable Income* (Official Form 122C-2).  
On line 39 of that form, copy your current monthly income from line 14 above.

**Part 3: Calculate Your Commitment Period Under 11 U.S.C. § 1325(b)(4)**

18. Copy your total average monthly income from line 11. \$ 8,500.00

19. Deduct the marital adjustment if it applies. If you are married, your spouse is not filing with you, and you contend that calculating the commitment period under 11 U.S.C. § 1325(b)(4) allows you to deduct part of your spouse's income, copy the amount from line 13.

19a. If the marital adjustment does not apply, fill in 0 on line 19a. — \$ 0.00

19b. Subtract line 19a from line 18. \$ 8,500.00

20. Calculate your current monthly income for the year. Follow these steps:

20a. Copy line 19b. \$ 8,500.00

Multiply by 12 (the number of months in a year).

x 12

20b. The result is your current monthly income for the year for this part of the form. \$102,000.00

20c. Copy the median family income for your state and size of household from line 16c. \$ 61,000.00

21. How do the lines compare?

☐ Line 20b is less than line 20c. Unless otherwise ordered by the court, on the top of page 1 of this form, check box 3, *The commitment period is 3 years*. Go to Part 4.

☒ Line 20b is more than or equal to line 20c. Unless otherwise ordered by the court, on the top of page 1 of this form, check box 4, *The commitment period is 5 years*. Go to Part 4.

**Part 4: Sign Below**

By signing here, under penalty of perjury I declare that the information on this statement and in any attachments is true and correct.

x Barbara A. Gibbs  
Signature of Debtor 1

x \_\_\_\_\_  
Signature of Debtor 2

Date 03/26/2019  
MM / DD / YYYY

Date \_\_\_\_\_  
MM / DD / YYYY

If you checked 17a, do NOT fill out or file Form 122C-2.

If you checked 17b, fill out Form 122C-2 and file it with this form. On line 39 of that form, copy your current monthly income from line 14 above.

|                                                                      |            |             |           |
|----------------------------------------------------------------------|------------|-------------|-----------|
| Fill in this information to identify your case:                      |            |             |           |
| Debtor 1                                                             | Barbara    | Albytime    | Gibbs     |
|                                                                      | First Name | Middle Name | Last Name |
| Debtor 2<br>(Spouse, if filing)                                      | First Name | Middle Name | Last Name |
| United States Bankruptcy Court for the: Northern District of Georgia |            |             |           |
| Case number<br>(If known)                                            |            |             |           |

☐ Check if this is an amended filing

## Official Form 122C-2

### Chapter 13 Calculation of Your Disposable Income

04/16

To fill out this form, you will need your completed copy of *Chapter 13 Statement of Your Current Monthly Income and Calculation of Commitment Period* (Official Form 122C-1).

Be as complete and accurate as possible. If two married people are filing together, both are equally responsible for being accurate. If more space is needed, attach a separate sheet to this form. Include the line number to which the additional information applies. On the top of any additional pages, write your name and case number (if known).

#### Part 1: Calculate Your Deductions from Your Income

The Internal Revenue Service (IRS) issues National and Local Standards for certain expense amounts. Use these amounts to answer the questions in lines 6-15. To find the IRS standards, go online using the link specified in the separate Instructions for this form. This information may also be available at the bankruptcy clerk's office.

Deduct the expense amounts set out in lines 6-15 regardless of your actual expense. In later parts of the form, you will use some of your actual expenses if they are higher than the standards. Do not include any operating expenses that you subtracted from income in lines 5 and 6 of Form 122C-1, and do not deduct any amounts that you subtracted from your spouse's income in line 13 of Form 122C-1.

If your expenses differ from month to month, enter the average expense.

Note: Line numbers 1-4 are not used in this form. These numbers apply to information required by a similar form used in chapter 7 cases.

**5. The number of people used in determining your deductions from income**

Fill in the number of people who could be claimed as exemptions on your federal income tax return, plus the number of any additional dependents whom you support. This number may be different from the number of people in your household.

2.00

**National Standards**

You must use the IRS National Standards to answer the questions in lines 6-7.

**6. Food, clothing, and other items:** Using the number of people you entered in line 5 and the IRS National Standards, fill in the dollar amount for food, clothing, and other items.

\$ 1288

**7. Out-of-pocket health care allowance:** Using the number of people you entered in line 5 and the IRS National Standards, fill in the dollar amount for out-of-pocket health care. The number of people is split into two categories—people who are under 65 and people who are 65 or older—because older people have a higher IRS allowance for health care costs. If your actual expenses are higher than this IRS amount, you may deduct the additional amount on line 22.

Debtor 1

Barbara

Albytime

Gibbs

Case number (if known)

**People who are under 65 years of age**

7a. Out-of-pocket health care allowance per person \$

7b. Number of people who are under 65 X

7c. Subtotal. Multiply line 7a by line 7b.

\$

Copy  
here →

\$

**People who are 65 years of age or older**

7d. Out-of-pocket health care allowance per person \$

7e. Number of people who are 65 or older X 1

7f. Subtotal. Multiply line 7d by line 7e.

\$ 114.00

Copy  
here →

+ \$ 114.00

7g. Total. Add lines 7c and 7f.

\$ 114.00

Copy here →

\$ 114.00

**Local  
Standards**

You must use the IRS Local Standards to answer the questions in lines 8-15.

Based on information from the IRS, the U.S. Trustee Program has divided the IRS Local Standard for housing for bankruptcy purposes into two parts:

- Housing and utilities – Insurance and operating expenses
- Housing and utilities – Mortgage or rent expenses

To answer the questions in lines 8-9, use the U.S. Trustee Program chart. To find the chart, go online using the link specified in the separate instructions for this form. This chart may also be available at the bankruptcy clerk's office.

8. **Housing and utilities – Insurance and operating expenses:** Using the number of people you entered in line 5, fill in the dollar amount listed for your county for insurance and operating expenses.

\$ 2,430.00

9. **Housing and utilities – Mortgage or rent expenses:**

9a. Using the number of people you entered in line 5, fill in the dollar amount listed for your county for mortgage or rent expenses.

\$ 3,750.00

9b. Total average monthly payment for all mortgages and other debts secured by your home.

To calculate the total average monthly payment, add all amounts that are contractually due to each secured creditor in the 60 months after you file for bankruptcy. Next divide by 60.

Name of the creditor

Average monthly  
payment

Winstar Mortgage

\$ 2,000.00

Nationstar Mortgage

\$ 2,200.00

+ \$

9b. Total average monthly payment

\$ 4,200.00

Copy  
here →

– \$ 4,200.00 Repeat this amount  
on line 33a.

9c. Net mortgage or rent expense.

Subtract line 9b (total average monthly payment) from line 9a (mortgage or rent expense). If this number is less than \$0, enter \$0.

\$ 0.00

Copy here →

\$ 0.00

10. If you claim that the U.S. Trustee Program's division of the IRS Local Standard for housing is incorrect and affects the calculation of your monthly expenses, fill in any additional amount you claim.

\$

Explain  
why:

Debtor 1 **Barbara** **Albyline** **Gibbs** Case number (if known) \_\_\_\_\_  
First Name Middle Name Last Name

**11. Local transportation expenses:** Check the number of vehicles for which you claim an ownership or operating expense.

- ☐ 0. Go to line 14.  
☐ 1. Go to line 12.  
☒ 2 or more. Go to line 12.

**12. Vehicle operation expense:** Using the IRS Local Standards and the number of vehicles for which you claim the operating expenses, fill in the *Operating Costs* that apply for your Census region or metropolitan statistical area.

\$ 480.00

**13. Vehicle ownership or lease expense:** Using the IRS Local Standards, calculate the net ownership or lease expense for each vehicle below. You may not claim the expense if you do not make any loan or lease payments on the vehicle. In addition, you may not claim the expense for more than two vehicles.

**Vehicle 1** Describe Vehicle 1: \_\_\_\_\_  
\_\_\_\_\_

13a. Ownership or leasing costs using IRS Local Standard ..... \$ 0.00

13b. Average monthly payment for all debts secured by Vehicle 1.  
Do not include costs for leased vehicles.

To calculate the average monthly payment here and on line 13e, add all amounts that are contractually due to each secured creditor in the 60 months after you file for bankruptcy. Then divide by 60.

Name of each creditor for Vehicle 1

Average monthly payment

\_\_\_\_\_ \$ \_\_\_\_\_

+ \$ \_\_\_\_\_

Total average monthly payment

\$ 0.00

Copy here →

— \$ 0.00

Repeat this amount on line 33b.

13c. Net Vehicle 1 ownership or lease expense

Subtract line 13b from line 13a. If this number is less than \$0, enter \$0. ....

\$ 0.00

Copy net Vehicle 1 expense here →

\$ 0.00

**Vehicle 2** Describe Vehicle 2: \_\_\_\_\_  
\_\_\_\_\_

13d. Ownership or leasing costs using IRS Local Standard ..... \$ 0.00

13e. Average monthly payment for all debts secured by Vehicle 2.  
Do not include costs for leased vehicles.

Name of each creditor for Vehicle 2

Average monthly payment

\_\_\_\_\_ \$ 0.00

+ \$ \_\_\_\_\_

Total average monthly payment

\$ 0.00

Copy here →

— \$ 0.00

Repeat this amount on line 33c.

13f. Net Vehicle 2 ownership or lease expense

Subtract line 13e from 13d. If this number is less than \$0, enter \$0. ....

\$ 0.00

Copy net Vehicle 2 expense here →

\$ 0.00

**14. Public transportation expense:** If you claimed 0 vehicles in line 11, using the IRS Local Standards, fill in the *Public Transportation* expense allowance regardless of whether you use public transportation.

\$ 0.00

**15. Additional public transportation expense:** If you claimed 1 or more vehicles in line 11 and if you claim that you may also deduct a public transportation expense, you may fill in what you believe is the appropriate expense, but you may not claim more than the IRS Local Standard for *Public Transportation*.

\$ 0.00

Debtor 1

Barbara

Albyline

Gibbs

Case number (if known)

First Name Middle Name Last Name

**Other Necessary Expenses**

In addition to the expense deductions listed above, you are allowed your monthly expenses for the following IRS categories.

16. **Taxes:** The total monthly amount that you actually pay for federal, state and local taxes, such as income taxes, self-employment taxes, social security taxes, and Medicare taxes. You may include the monthly amount withheld from your pay for these taxes. However, if you expect to receive a tax refund, you must divide the expected refund by 12 and subtract that number from the total monthly amount that is withheld to pay for taxes. Do not include real estate, sales, or use taxes. \$ 500.00
17. **Involuntary deductions:** The total monthly payroll deductions that your job requires, such as retirement contributions, union dues, and uniform costs. Do not include amounts that are not required by your job, such as voluntary 401(k) contributions or payroll savings. \$ 0.00
18. **Life insurance:** The total monthly premiums that you pay for your own term life insurance. If two married people are filing together, include payments that you make for your spouse's term life insurance. Do not include premiums for life insurance on your dependents, for a non-filing spouse's life insurance, or for any form of life insurance other than term. \$ 0.00
19. **Court-ordered payments:** The total monthly amount that you pay as required by the order of a court or administrative agency, such as spousal or child support payments. Do not include payments on past due obligations for spousal or child support. You will list these obligations in line 35. \$ 0.00
20. **Education:** The total monthly amount that you pay for education that is either required:  
☐ as a condition for your job, or  
☐ for your physically or mentally challenged dependent child if no public education is available for similar services. \$ 0.00
21. **Childcare:** The total monthly amount that you pay for childcare, such as babysitting, daycare, nursery, and preschool. Do not include payments for any elementary or secondary school education. \$ 0.00
22. **Additional health care expenses, excluding insurance costs:** The monthly amount that you pay for health care that is required for the health and welfare of you or your dependents and that is not reimbursed by insurance or paid by a health savings account. Include only the amount that is more than the total entered in line 7. Payments for health insurance or health savings accounts should be listed only in line 25. \$ 300.00
23. **Optional telephones and telephone services:** The total monthly amount that you pay for telecommunication services for you and your dependents, such as pagers, call waiting, caller identification, special long distance, or business cell phone service, to the extent necessary for your health and welfare or that of your dependents or for the production of income, if it is not reimbursed by your employer. Do not include payments for basic home telephone, internet or cell phone service. Do not include self-employment expenses, such as those reported on line 5 of Form 122C-1, or any amount you previously deducted. + \$ 0.00
24. **Add all of the expenses allowed under the IRS expense allowances.** Add lines 6 through 23. \$ 5,112.00

**Additional Expense Deductions**

These are additional deductions allowed by the Means Test.  
 Note: Do not include any expense allowances listed in lines 6-24.

25. **Health insurance, disability insurance, and health savings account expenses.** The monthly expenses for health insurance, disability insurance, and health savings accounts that are reasonably necessary for yourself, your spouse, or your dependents.
- |                        |    |                   |                                                                            |                          |                |
|------------------------|----|-------------------|----------------------------------------------------------------------------|--------------------------|----------------|
| Health insurance       | \$ | <u>          </u> |                                                                            |                          |                |
| Disability insurance   | \$ | <u>          </u> |                                                                            |                          |                |
| Health savings account | +  | \$                | <u>          </u>                                                          |                          |                |
| <b>Total</b>           |    |                   | <span style="border: 1px solid black; padding: 2px;">\$ <u>0.00</u></span> | <b>Copy total here →</b> | \$ <u>0.00</u> |
- Do you actually spend this total amount?
- ☐ No. How much do you actually spend? \$
- ☒ Yes
26. **Continuing contributions to the care of household or family members.** The actual monthly expenses that you will continue to pay for the reasonable and necessary care and support of an elderly, chronically ill, or disabled member of your household or member of your immediate family who is unable to pay for such expenses. These expenses may include contributions to an account of a qualified ABLE program. 26 U.S.C. § 529A(b). \$ 0.00
27. **Protection against family violence.** The reasonably necessary monthly expenses that you incur to maintain the safety of you and your family under the Family Violence Prevention and Services Act or other federal laws that apply. By law, the court must keep the nature of these expenses confidential. \$ 0.00

Debtor 1 **Barbara Albyline Gibbs**  
First Name Middle Name Last Name

Case number (if known)

**28. Additional home energy costs.** Your home energy costs are included in your insurance and operating expenses on line 8.

If you believe that you have home energy costs that are more than the home energy costs included in expenses on line 8, then fill in the excess amount of home energy costs.

\$ 0.00

You must give your case trustee documentation of your actual expenses, and you must show that the additional amount claimed is reasonable and necessary.

**29. Education expenses for dependent children who are younger than 18.** The monthly expenses (not more than \$160.42\* per child) that you pay for your dependent children who are younger than 18 years old to attend a private or public elementary or secondary school.

\$ 0.00

You must give your case trustee documentation of your actual expenses, and you must explain why the amount claimed is reasonable and necessary and not already accounted for in lines 6-23.

\* Subject to adjustment on 4/01/19, and every 3 years after that for cases begun on or after the date of adjustment.

**30. Additional food and clothing expense.** The monthly amount by which your actual food and clothing expenses are higher than the combined food and clothing allowances in the IRS National Standards. That amount cannot be more than 5% of the food and clothing allowances in the IRS National Standards.

\$ 0.00

To find a chart showing the maximum additional allowance, go online using the link specified in the separate instructions for this form. This chart may also be available at the bankruptcy clerk's office.

You must show that the additional amount claimed is reasonable and necessary.

**31. Continuing charitable contributions.** The amount that you will continue to contribute in the form of cash or financial instruments to a religious or charitable organization. 11 U.S.C. § 548(d)(3) and (4).

+ \$ 0.00

Do not include any amount more than 15% of your gross monthly income.

**32. Add all of the additional expense deductions.**

Add lines 25 through 31.

\$ 0.00

**Deductions for Debt Payment**

**33. For debts that are secured by an interest in property that you own, including home mortgages, vehicle loans, and other secured debt, fill in lines 33a through 33e.**

To calculate the total average monthly payment, add all amounts that are contractually due to each secured creditor in the 60 months after you file for bankruptcy. Then divide by 60.

|                                         | Average monthly payment |
|-----------------------------------------|-------------------------|
| <b>Mortgages on your home</b>           |                         |
| 33a. Copy line 9b here                  | \$ 4,200.00             |
| <b>Loans on your first two vehicles</b> |                         |
| 33b. Copy line 13b here                 | \$ 0.00                 |
| 33c. Copy line 13e here                 | \$ 0.00                 |
| 33d. List other secured debts:          |                         |

Name of each creditor for other secured debt

Identify property that secures the debt

Does payment include taxes or insurance?

☐ No  
☐ Yes

\$

☐ No  
☐ Yes

\$

☐ No  
☐ Yes

+ \$

33e. Total average monthly payment. Add lines 33a through 33d.

\$ 4,200.00

Copy total here

\$ 4,200.00

Debtor 1 Barbara Albyline Gibbs  
First Name Middle Name Last Name

Case number (if known) \_\_\_\_\_

**34. Are any debts that you listed in line 33 secured by your primary residence, a vehicle, or other property necessary for your support or the support of your dependents?**

☒ No. Go to line 35.

☐ Yes. State any amount that you must pay to a creditor, in addition to the payments listed in line 33, to keep possession of your property (called the *cure amount*). Next, divide by 60 and fill in the information below.

| Name of the creditor | Identify property that secures the debt | Total cure amount | Monthly cure amount |
|----------------------|-----------------------------------------|-------------------|---------------------|
| _____                | _____                                   | \$ _____ + 60 =   | \$ _____            |
| _____                | _____                                   | \$ _____ + 60 =   | \$ _____            |
| _____                | _____                                   | \$ _____ + 60 =   | \$ _____            |
|                      |                                         | Total             | \$ _____            |

Copy total here →

**35. Do you owe any priority claims—such as a priority tax, child support, or alimony—that are past due as of the filing date of your bankruptcy case? 11 U.S.C. § 507.**

☒ No. Go to line 36.

☐ Yes. Fill in the total amount of all of these priority claims. Do not include current or ongoing priority claims, such as those you listed in line 19.

Total amount of all past-due priority claims. \$ \_\_\_\_\_ ÷ 60 \$ \_\_\_\_\_

**36. Projected monthly Chapter 13 plan payment**

Current multiplier for your district as stated on the list issued by the Administrative Office of the United States Courts (for districts in Alabama and North Carolina) or by the Executive Office for United States Trustees (for all other districts).

To find a list of district multipliers that includes your district, go online using the link specified in the separate instructions for this form. This list may also be available at the bankruptcy clerk's office.

x 5

Average monthly administrative expense

\$ 4,200.00

Copy total here →

\$ 4,200.00

**37. Add all of the deductions for debt payment. Add lines 33e through 36.**

\$ 4,200.00

**Total Deductions from Income**

**38. Add all of the allowed deductions.**

Copy line 24, All of the expenses allowed under IRS expense allowances \$ 5,112.00

Copy line 32, All of the additional expense deductions \$ 0.00

Copy line 37, All of the deductions for debt payment + \$ 4,200.00

Total deductions \$ 9,312.00

Copy total here →

\$ 9,312.00

Debtor 1 Barbara Albytime Gibbs  
First Name Middle Name Last Name

Case number (if known)

**Part 2: Determine Your Disposable Income Under 11 U.S.C. § 1325(b)(2)**

39. Copy your total current monthly income from line 14 of Form 122C-1, Chapter 13  
Statement of Your Current Monthly Income and Calculation of Commitment Period. \$ 8,500.00

40. Fill in any reasonably necessary income you receive for support for dependent  
children. The monthly average of any child support payments, foster care payments, or  
disability payments for a dependent child, reported in Part I of Form 122C-1, that you  
received in accordance with applicable nonbankruptcy law to the extent reasonably  
necessary to be expended for such child. \$ 0.00

41. Fill in all qualified retirement deductions. The monthly total of all amounts that your  
employer withheld from wages as contributions for qualified retirement plans, as  
specified in 11 U.S.C. § 541(b)(7) plus all required repayments of loans from retirement  
plans, as specified in 11 U.S.C. § 362(b)(19). \$ 0.00

42. Total of all deductions allowed under 11 U.S.C. § 707(b)(2)(A). Copy line 38 here → \$ 9,312.00

43. Deduction for special circumstances. If special circumstances justify additional  
expenses and you have no reasonable alternative, describe the special circumstances  
and their expenses. You must give your case trustee a detailed explanation of the  
special circumstances and documentation for the expenses.

Describe the special circumstances

Amount of expense

\$ 0.00

\$ 0.00

+ \$ 0.00

Total

\$ 0.00

Copy here →

+ \$ 0.00

44. Total adjustments. Add lines 40 through 43. \$ 0.00 Copy here → - \$ 0.00

45. Calculate your monthly disposable income under § 1325(b)(2). Subtract line 44 from line 39.

\$ 8,500.00

**Part 3: Change in Income or Expenses**

46. Change in income or expenses. If the income in Form 122C-1 or the expenses you reported in this form have changed  
or are virtually certain to change after the date you filed your bankruptcy petition and during the time your case will be  
open, fill in the information below. For example, if the wages reported increased after you filed your petition, check  
122C-1 in the first column, enter line 2 in the second column, explain why the wages increased, fill in when the increase  
occurred, and fill in the amount of the increase.

| Form                            | Line | Reason for change | Date of change | Increase or decrease?             | Amount of change |
|---------------------------------|------|-------------------|----------------|-----------------------------------|------------------|
| <input type="checkbox"/> 122C-1 |      |                   |                | <input type="checkbox"/> Increase | \$ <u>0.00</u>   |
| <input type="checkbox"/> 122C-2 |      |                   |                | <input type="checkbox"/> Decrease |                  |
| <input type="checkbox"/> 122C-1 |      |                   |                | <input type="checkbox"/> Increase | \$ <u>0.00</u>   |
| <input type="checkbox"/> 122C-2 |      |                   |                | <input type="checkbox"/> Decrease |                  |
| <input type="checkbox"/> 122C-1 |      |                   |                | <input type="checkbox"/> Increase | \$ <u>0.00</u>   |
| <input type="checkbox"/> 122C-2 |      |                   |                | <input type="checkbox"/> Decrease |                  |
| <input type="checkbox"/> 122C-1 |      |                   |                | <input type="checkbox"/> Increase | \$ <u>0.00</u>   |
| <input type="checkbox"/> 122C-2 |      |                   |                | <input type="checkbox"/> Decrease |                  |

Debtor 1 Barbara Albyline Gibbs  
First Name Middle Name Last Name

Case number (if known) \_\_\_\_\_

**Part 4: Sign Below**

By signing here, under penalty of perjury you declare that the information on this statement and in any attachments is true and correct.

x Barbara A. Gibbs

Signature of Debtor 1

x

Signature of Debtor 2

Date 03/26/2019  
MM / DD / YYYY

Date \_\_\_\_\_  
MM / DD / YYYY

U. S. BANKRUPTCY COURT / NORTHERN DISTRICT OF GEORGIA / ATLANTA DIVISION

RECEIPT #01255231 (OJ) OF 03/27/2019

| ITEM | CODE | CASE                               | QUANTITY | AMOUNT    | BY       |
|------|------|------------------------------------|----------|-----------|----------|
| 1    | 13N  | 19-54809                           | 1        | \$ 310.00 | Currency |
|      |      | Judge - unknown at time of receipt |          |           |          |
|      |      | Debtor - BARBARA ALBYTINE GIBBS    |          |           |          |

TOTAL: \$ 310.00

Amount Tendered: \$ \$ 320.00

Change Returned: \$ \$ 10.00

FROM: Barbara Albyttine Gibbs  
3108 Hidden Falls Drive  
Buford, GA 30519

Voluntary Petition Page 46 of 46  
Case Number: 19-54809 Name: Gibbs

Chapter: 13

Please submit the following original documents to the Court for filing so that the case will proceed timely. If you would like to have a filed-stamped copy of the documents, please submit an extra copy along with a self-addressed stamped envelope.

☒ Individual - Series 100 Forms☐ Non-Individual - Series 200 Forms**MISSING DOCUMENTS DUE WITHIN 7 DAYS**

- ☒ Complete List of Creditors (names and addresses of all creditors)  
☐ Pro Se Affidavit (due within 7 days, signature must be **notarized**, or witnessed by a Court Intake Clerk, accompanied by a picture I.D.)  
☐ Signed Statement of SSN (due within 7 days)

**MISSING DOCUMENTS DUE WITHIN 14 DAYS**

- ☐ Statement of Financial Affairs  
☒ Schedules: C E/ F G H I J ☐ J-2 (different address for Debtor 2)  
☒ Summary of Assets and Liabilities  
☐ Declaration About Debtor(s) Schedules  
☐ Attorney Disclosure of Compensation  
☐ Petition Preparer's Notice, Declaration and Signature (Form 119)  
☐ Disclosure of Compensation of Petition Preparer (Form 2800)  
☐ Chapter 13 Current Monthly Income  
☐ Chapter 7 Current Monthly Income  
☐ Chapter 11 Current Monthly Income  
☐ Certificate of Credit Counseling (Individuals only)  
☐ Pay Advices (Individuals only) (2 Months)  
☒ Chapter 13 Plan, complete with signatures (local form)  
☐ Corporate Resolution (Business Ch. 7 & 11)

**Ch.11 Business**

- ☐ 20 Largest Unsecured Creditors  
☐ List of Equity Security Holders  
☐ Small Business - Balance Sheet  
☐ Small Business - Statement of Operations  
☐ Small Business - Cash Flow Statement  
☐ Small Business - Federal Tax Returns

**MISSING DOCUMENTS DUE WITHIN 30 DAYS**

- ☐ Statement of Intent - Ch. 7 (Individuals only)

**Petition Deficiencies:**

- ☐ Last 4 digits of SSN  
☐ Address ☐ County  
☐ Type of Debtor  
☐ Chapter  
☐ Nature of Debts  
☐ Statistical Estimates  
☐ Venue  
☐ Attorney Bar Number

**Case filed via:**

- ☒ Intake Counter by:  
☐ Attorney  
☒ Debtor - verified ID  
☐ Other - copy of ID: (843) 610-0674  
☐ Mailed by:  
☐ Attorney  
☐ Debtor  
☐ Other: \_\_\_\_\_

**History of Case Association**

Prior cases within 2 years: None.

Signature: Barbara A. Gibbs  
 Acknowledgment of receipt of check list

Official and Local Bankruptcy Forms are available on the Court's website at: [www.ganb.uscourts.gov](http://www.ganb.uscourts.gov). If filing bankruptcy without an attorney, please read the information regarding *Filing Bankruptcy without an Attorney* at: [www.uscourts.gov/services-forms/bankruptcy/filing-without-attorney](http://www.uscourts.gov/services-forms/bankruptcy/filing-without-attorney).

**FILING FEE INFORMATION - if the required filing fees are not paid in full at the time of case filing, an Order will be forthcoming:**

- ☒ Paid \$ 310.00 ☐ 2g-Order Granting ☐ 3g-Order Granting 10-day (initial payment of \$ \_\_\_\_\_ due within 10 days)  
☐ 2d-Order Denying with filing fee of \$ \_\_\_\_\_ due within 10 days ☐ IFP filed (Ch.7 Individuals Only)  
☐ No Application to Pay in Installments, Order Regarding Unpaid Case Filing Fee.

You may mail documents and filing fee payments (no personal checks accepted - cashier's check or money orders only) to the address below.  
All fee payments and documents filed with the Court must show the debtor's name and bankruptcy case number.

**\*\*Failure to Comply may result in the dismissal of your case.\*\***

UNITED STATES BANKRUPTCY COURT  
 75 Ted Turner Drive, SW, Room 1340  
 Atlanta, Georgia 30303  
 404-215-1000

Intake Clerk: O. Jones, III

Date: 3/27/19

Case Opener:

Date:

# **Exhibit 3**

Debtor 1 Barbara Albyline Gibbs  
First Name Middle Name Last Name

Debtor 2  
(Spouse if Filing)                       
First Name Middle Name Last Name (

United States Bankruptcy Court for the Northern District of Georgia

Case Number 19-54809-WLH

[X] Check if this is an amended plan, and list below the sections of the plan that have been changed. Amendments to sections not listed below will be ineffective even if set out later in this amended plan.

**2.4, 3.1**

**Chapter 13 Plan**

**NOTE:** The United States Bankruptcy Court for the Northern District of Georgia adopted this form plan for use in Chapter 13 cases in the District pursuant to Federal Rule of Bankruptcy Procedure 3015.1. See Order Requiring Local Form for Chapter 13 Plans and Establishing Related Procedures, General Order No. 21-2017, available in the Clerk's Office and on the Bankruptcy Court's website, [ganb.uscourts.gov](http://ganb.uscourts.gov). As used in this plan, "Chapter 13 General Order" means General Order No. 21-2017 as it may from time to time be amended or superseded.

**Part 1: Notices**

**To Debtor(s):** This form sets out options that may be appropriate in some cases, but the presence of an option on the form does not indicate that the option is appropriate in your circumstances. Plans that do not comply with the United States Bankruptcy Code, local rules and judicial rulings may not be confirmable.

*In the following notice to creditors, you must check each box that applies.*

**To Creditors:** Your rights may be affected by this plan. Your claim may be reduced, modified, or eliminated.

*Check if applicable:*

[ ] The plan provides for the payment of a domestic support obligation (as defined in 11 U.S.C. § 101(14A)), set out in § 4.4.

You should read this plan carefully and discuss it with your attorney if you have one in this bankruptcy case. If you do not have an attorney, you may wish to consult one.

If you oppose the plan's treatment of your claim or any provision of this plan, you or your attorney must file an objection to confirmation at least 7 days before the date set for the hearing on confirmation, unless the Bankruptcy Court orders otherwise. The Bankruptcy Court may confirm this plan without further notice if no objection to confirmation is filed. See Bankruptcy Rule 3015.

To receive payments under this plan, you must have an allowed claim. If you file a timely proof of claim, your claim is deemed allowed unless a party in interest objects. See 11 U.S.C. § 502(a).

**The amounts listed for claims in this plan are estimates by the debtor(s). An allowed proof of claim will be controlling, unless the Bankruptcy Court orders otherwise.**

The following matters may be of particular importance. *Debtor(s) must check one box on each line to state whether or not the plan includes each of the following items. If an item is checked as "Not included," if both boxes are checked, or if no box is checked, the provision will be ineffective even if set out later in the plan.*

|       |                                                                                                                                               |                                   |                                                  |
|-------|-----------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------|--------------------------------------------------|
| § 1.1 | A limit on the amount of a secured claim, that may result in a partial payment or no payment at all to the secured creditor, set out in § 3.2 | <input type="checkbox"/> Included | <input checked="" type="checkbox"/> Not Included |
| § 1.2 | Avoidance of a judicial lien or nonpossessory, nonpurchase-money security interest, set out in § 3.4                                          | <input type="checkbox"/> Included | <input checked="" type="checkbox"/> Not Included |
| § 1.3 | Nonstandard provisions, set out in Part 8                                                                                                     | <input type="checkbox"/> Included | <input checked="" type="checkbox"/> Not Included |

**Part 2: Plan Payments and Length of Plan; Disbursement of Funds by Trustee to Holders of Allowed Claims**

**§ 2.1 Regular Payments to the trustee; applicable commitment period.**

The applicable commitment period for the debtor(s) as set forth in 11 U.S.C. § 1325(b)(4) is:

Check one: ☐ 36 months ☒ 60 months

Debtor(s) will make regular payments ("Regular Payments") to the trustee as follows:

The debtor(s) will pay \$2,660.00 per month for the applicable commitment period. If the applicable commitment period is 36 months, additional Regular Payments will be made to the extent necessary to make the payments to creditors specified in this plan, not to exceed 60

months unless the Bankruptcy Court orders otherwise. If all allowed claims treated in § 5.1 of this plan are paid in full prior to the expiration of the applicable commitment period, no further Regular Payments will be made.

*Check if applicable:*

☐ The amount of the Regular Payment will change as follows (if this box is not checked, the rest of § 2.1 need not be completed or reproduced.

**§ 2.2 Regular Payments; method of payment.**

Regular Payments to the trustee will be made from future income in the following manner:

*Check all that apply:*

- ☐ Debtor(s) will make payments pursuant to a payroll deduction order. If a deduction does not occur, the debtor(s) will pay to the trustee the amount that should have been deducted.
- ☒ Debtor(s) will make payments directly to the trustee.
- ☐ Other (specify method of payment): \_\_\_\_\_

**§ 2.3 Income tax refunds.**

*Check one:*

☒ Debtor(s) will retain any income tax refunds received during the pendency of the case.

☐ Debtor(s) will (1) supply the trustee with a copy of each income tax return filed during the pendency of the case within 30 days of filing the return and (2) turn over to the trustee, within 30 days of the receipt of any income tax refund during the applicable commitment period for tax years 2018, 2019, and 2020, the amount by which the total of all of the income tax refunds received for each year exceeds \$2,000 ("Tax Refunds"), unless the Bankruptcy Court orders otherwise. If debtor's spouse is not a debtor in this case, "tax refunds received" means those attributable to the debtor.

☐ Debtors will treat tax refunds ("Tax Refunds") as follows: \_\_\_\_\_

**§ 2.4 Additional Payments.**

☐ **None.** If "None" is checked, the rest of § 2.4 need not be completed or reproduced.

☒ Debtor(s) will make additional payment(s) ("Additional Payments") to the trustee from other sources as specified below. Describe the source, estimated amount, and date of each anticipated payment.

Debtor will sell South Carolina property by August 2020 in order to payoff all liens associated with that property at closing.

**§ 2.5 [Intentionally omitted.]**

**§ 2.6 Disbursement of funds by trustee to holders of allowed claims.**

(a) **Disbursements before confirmation of plan.** The trustee will make preconfirmation adequate protection payments to holders of allowed claims as set forth in §§ 3.2 and 3.3.

(b) **Disbursements after confirmation of plan.** Upon confirmation, after payment of the trustee's statutory fee, the trustee will disburse Regular Payments, Additional Payments, and Tax Refunds that are available for disbursement to make payments to holders of allowed claims as follows:

(1) **First disbursement after confirmation of Regular Payments.** In the first disbursement after confirmation, the trustee will disburse all available funds from Regular Payments in the following order:

(A) To pay any unpaid preconfirmation adequate protection payments required by 11 U.S.C. § 1326(a)(1)(C) as set forth in § 3.2, § 3.3, and orders of the Bankruptcy Court;

(B) To pay fees, expenses, and costs of the attorney for the debtor(s) as set forth in § 4.3;

(C) To make payments pro rata based on the monthly payment amount: on secured claims as set forth in §§ 3.1, 3.2, 3.3, and 3.4; on domestic support obligations as set forth in § 4.4; on the arrearage claims on nonpriority unsecured claims as set forth in § 5.2; and on executory contracts and unexpired leases as set forth in § 6.1; and

(D) To pay claims in the order set forth in § 2.6(b)(3).

(2) **Second and subsequent disbursements after confirmation of Regular Payments.** In the second disbursement after confirmation, and each month thereafter, the trustee will disburse all available funds from Regular Payments in the order below. All available Regular Payments will be distributed to the claims in each paragraph until such claims are paid in full.

(A) To make concurrent monthly payments, including any amount past due under this plan: on secured claims as set forth in §§ 3.1, 3.2, 3.3, and 3.4; on fees, expenses, and costs of the attorney for the debtor(s) as set forth in § 4.3; on domestic support obligations as set forth in § 4.4; on the arrearage claims on both nonpriority unsecured claims as set forth in § 5.2 and executory contracts and unexpired leases as set forth in § 6.1;

(B) To make pro rata payments on administrative expenses allowed under 11 U.S.C. § 503(b) other than the trustee's fee and the debtor's attorney's fees, expenses, and costs; and

(C) To pay claims in the order set forth in § 2.6(b)(3).

(3) **Disbursement of Additional Payments and Tax Refunds.** The trustee will disburse the Additional Payments and Tax Refunds in the following order:

(A) To pay fees, expenses, and costs of the attorney for the debtor(s) as set forth in § 4.3;

(B) To make pro rata payments on administrative expenses allowed under 11 U.S.C. § 503(b) other than the trustee's fee and the debtor's attorney's fees, expenses, and costs;

(C) To make payments pro rata based on the monthly payment amount: on secured claims as set forth in §§ 3.1, 3.2, 3.3, and 3.4; on domestic support obligations as set forth in § 4.4; on the arrearage claims on both nonpriority unsecured claims as set forth in § 5.2 and executory contracts and unexpired leases as set forth in § 6.1;

(D) To pay other Allowed Secured Claims as set forth in § 3.6;

(E) To pay allowed claims entitled to priority under 11 U.S.C. § 507, other than administrative expenses and domestic support obligations; and

(F) To pay nonpriority unsecured claims not otherwise classified as set forth in § 5.1 ("Unclassified Claims") and to pay nonpriority unsecured claims separately classified as set forth in § 5.3 ("Classified Claims"). The trustee will estimate the total amounts to be disbursed during the plan term (1) to pay Unclassified Claims and (2) to pay Classified Claims. Funds available for disbursement on these claims will be allocated pro rata to each class, and the funds available for disbursement for each class will be paid pro rata to the creditors in the

(4) Unless the debtor(s) timely advise(s) the trustee otherwise in writing, the trustee may treat and disburse any payments received from the debtor(s) as Regular Payments.

---

**Part 3: Treatment of Secured Claims**

**§ 3.1 Maintenance of payments and cure of default, if any.**

**Check one:**

☐ None. If "None" is checked, the rest of § 3.1 need not be completed or reproduced.

☒ Beginning with the first payment that is due after the date of the order for relief under Chapter 13, the debtor(s) will maintain the current contractual installment payments on the secured claims listed below, with any changes required by the applicable contract and noticed in conformity with any applicable rules. These payments will be disbursed directly by the debtor(s). Any existing arrearage on a listed claim will be paid in full through disbursements by the trustee, with interest, if any, at the rate stated below.

If relief from the automatic stay is ordered as to any item of collateral listed in this paragraph, then, unless the Bankruptcy Court orders otherwise, all payments under this

paragraph as to that collateral will cease, and all secured claims based on that collateral will no longer be treated by the plan.

| Name of creditor                          | Collateral                          | Estimated amount of arrearage (if any) | Interest rate on arrearage (if applicable) | Monthly plan payment on arrearage |
|-------------------------------------------|-------------------------------------|----------------------------------------|--------------------------------------------|-----------------------------------|
| Wintrust Mortgage                         | 3108 Hidden Falls Drive, Buford, GA | \$0                                    | 0%                                         | \$0                               |
| Hidden Hills HOA, Inc.                    | 3108 Hidden Falls Drive, Buford, GA | \$0                                    | 0%                                         | \$0                               |
| Nationstar Mortgage/Mr. Cooper<br>POC #3  | 4257 Monterey Drive, Florence, SC   | \$229,667.35                           | 0%                                         | \$2,470                           |
| Westbrook Phase IV Homeowners Association | 4257 Monterey Drive, Florence, SC   | \$0                                    | 0%                                         | \$0                               |

**§ 3.2 Request for valuation of security, payment of fully secured claims, and modification of undersecured claims.**

Check one:

☒ None. If "None" is checked, the rest of § 3.2 need not be completed or reproduced.

**§ 3.3 Secured claims excluded from 11 U.S.C. § 506.**

Check one:

☒ None. If "None" is checked, the rest of § 3.3 need not be completed or reproduced.

**§ 3.4 Lien avoidance.**

Check one:

☒ None. If "None" is checked, the rest of § 3.4 need not be completed or reproduced.

**§ 3.5 Surrender of collateral.**

☒ None. If "None" is checked, the rest of § 3.5 need not be completed or reproduced.

**§ 3.6 Other Allowed Secured Claims.**

A proof of claim that is filed and allowed as a secured claim, but is not treated as a secured claim in this plan, shall be paid with interest at the rate of 7.5%. Payments will commence as set forth in § 2.6. Notwithstanding the foregoing, the debtor(s), and any other party in interest, may: object to allowance of the claim; request that the Bankruptcy Court determine the value of the secured claim if modification of the claim is permissible and if 11 U.S.C. § 506 is applicable; or request that the Bankruptcy Court avoid the creditor's lien pursuant to 11 U.S.C. § 522(f), if applicable.

If the Bankruptcy Court determines the value of the secured claim, the portion of any allowed

claim that exceeds the amount of the secured claim will be treated as an unsecured claim under Part 5 of this plan.

The holder of the claim will retain the lien on the property interest of the debtor(s) or the estate(s) until the earlier of:

- (a) payment of the underlying debt determined under nonbankruptcy law, or
- (b) payment of the amount of the secured claim, with interest at the rate set forth above, and discharge of the underlying debt under 11 U.S.C. § 1328, at which time the lien will terminate and be released by the creditor.

---

**Part 4: Treatment of Fees and Priority Claims**

---

**§ 4.1 General.**

Trustee's fees and all allowed priority claims will be paid in full without postpetition interest. An allowed priority claim will be paid in full regardless of whether it is listed in § 4.4.

**§ 4.2 Trustee's fees.**

Trustee's fees are governed by statute and may change during the course of the case.

**§ 4.3 Attorney's fees.**

- (a) The unpaid fees, expenses, and costs owed to the attorney for the debtor(s) in connection with legal representation in this case are \$4,000.00. The allowance and payment of the fees, expenses and costs of the attorney for the debtor(s) are governed by General Order 22-2017 ("Chapter 13 Attorney's Fees Order"), as it may be amended.
- (b) Upon confirmation of the plan, the unpaid amount shall be allowed as an administrative expense under 11 U.S.C. § 503(b) to the extent set forth in the Chapter 13 Attorney's Fees Order.
- (c) The Bankruptcy Court may allow additional fees, expenses, and costs to the attorney for debtor(s) in excess of the amount shown in § 4.3(a) above upon application of the attorney in compliance with the Chapter 13 Attorney's Fees Order and after notice and a hearing.
- (d) From the first disbursement after confirmation, the attorney will receive payment under § 2.6(b)(1) up to the allowed amount set forth in § 4.3(a).
- (e) The unpaid balance and \$400.00 per month from Regular Payments and (2) from Tax Refunds or Additional Payments, as set forth in § 2.6, until all allowed amounts are paid in full.
- (f) If the case is converted to Chapter 7 before confirmation of the plan, the debtor(s) direct(s) the trustee to pay to the attorney for the debtor(s) the amount of \$1,500.00, not to exceed the maximum amount that the Chapter 13 Attorney's Fees Order permits. If the attorney for the debtor(s) has complied with the applicable provisions of the Chapter 13 Attorney's Fees Order, the trustee will deliver, from the funds available, the stated amount or the maximum amount to the attorney, whichever is less.

- (g) If the case is dismissed before confirmation of the plan, fees, expenses, and costs of the attorney for the debtor(s) in the amount of \$1,500.00, not to exceed the maximum amount that the Chapter 13 Attorney's Fees Order permits, will be allowed to the extent set forth in the Chapter 13 Attorney's Fees Order. The attorney may file an application for fees, expenses, and costs in excess of the maximum amount within 14 days from entry of the order of dismissal. If the attorney for the debtor(s) has complied with the applicable provisions of the Chapter 13 Attorney's Fees Order, the trustee will deliver, from the funds available, the allowed amount to the attorney.
- (h) If the case is converted to Chapter 7 after confirmation of the plan, the debtor(s) direct(s) the trustee to deliver to the attorney for the debtor(s), from the funds available, any allowed fees, expenses, and costs that are unpaid.
- (i) If the case is dismissed after confirmation of the plan, the trustee will pay to the attorney for the debtor(s), from the funds available, any allowed fees, expenses, and costs that are unpaid.

**§ 4.4 Priority claims other than attorney's fees.**

☒ None. If "None" is checked, the rest of § 4.4 need not be completed or reproduced.

---

**Part 5: Treatment of Nonpriority Unsecured Claims**

**§ 5.1 Nonpriority unsecured claims not separately classified.**

Allowed nonpriority unsecured claims that are not separately classified will be paid, pro rata, as set forth in § 2.6. Holders of these claims will receive:

Check one:

- ☐ A pro rata portion of the funds remaining after disbursements have been made to all other creditors provided for in this plan.
- ☐ A pro rata portion of the larger of (1) the sum of \$ \_ and (2) the funds remaining after disbursements have been made to all other creditors provided for in this plan.
- ☐ The larger of (1) \_ % of the allowed amount of the claim and (2) a pro rata portion of the funds remaining after disbursements have been made to all other creditors provided for in this plan.

☒ 100% of the total amount of these claims

Unless the plan provides to pay 100% of these claims, the actual amount that a holder receives will depend on (1) the amount of claims filed and allowed and (2) the amounts necessary to pay secured claims under Part 3 and trustee's fees, costs, and expenses of the attorney for the debtor(s), and other priority claims under Part 4.

**§ 5.2 Maintenance of payments and cure of any default on nonpriority unsecured claims.**

*Check one.*

☒ None. If "None" is checked, the rest of § 5.2 need not be completed or reproduced.

**§ 5.3 Other separately classified nonpriority unsecured claims.**

*Check one.*

[X] None. If "None" is checked, the rest of § 5.3 need not be completed or reproduced.

**Part 6: Executory Contracts and Unexpired Leases**

§ 6.1 The executory contracts and unexpired leases listed below are assumed and will be treated as specified. All other executory contracts and unexpired leases are rejected.

*Check one.*

[X] None. If "None" is checked, the rest of § 6.1 need not be completed or reproduced.

**Part 7: Vesting of Property of the Estate**

§ 7.1 Unless the Bankruptcy Court orders otherwise, property of the estate shall not vest in the debtor(s) on confirmation but will vest in the debtor(s) only upon: (1) discharge of the debtor(s); (2) dismissal of the case; or (3) closing of the case without a discharge upon the completion of payments by the debtor(s).

**Part 8: Nonstandard Plan Provisions**

§ 8.1 Check "None" or list Nonstandard Plan Provisions.

[X] None. If "None" is checked, the rest of § 8 need not be completed or reproduced.

**Part 9: Signatures**

§ 9.1 Signatures of Debtor(s) and Attorney for Debtor(s).

*The debtor(s) must sign below. The attorney for the debtor(s), if any, must sign below.*

/s/Barbara Albyline Gibbs

Signature of Debtor 1 executed on:

07/26/2019

Month/Date/Year

Signature of Debtor 2 executed on:

Month/Date/Year

3108 Hidden Falls Dr, Buford, GA 30519

Address / City / State / Zip Code

Address / City / State / Zip Code

/s/Michael R. Rethinger

Signature of Attorney for Debtor(s)

07/26/2019

Month / Date / Year

Law Offices of Michael R. Rethinger, LLC

Firm

241 Mitchell Street, SW, Atlanta, GA

Address / City / State / Zip Code

**By filing this document, the debtor(s), if not represented by an attorney, or the attorney for debtor(s) also certify(ies) that the wording and order of the provisions in this Chapter 13 Plan are identical to those contained in the Local Form for Chapter 13 Plans that the Bankruptcy Court for the Northern District of Georgia has prescribed, other than any nonstandard provisions included in Part 8.**



**IT IS ORDERED as set forth below:**

**Date: October 25, 2019**

*Wendy L. Hagenau*

Wendy L. Hagenau  
U.S. Bankruptcy Court Judge

**UNITED STATES BANKRUPTCY COURT  
NORTHERN DISTRICT OF GEORGIA  
ATLANTA DIVISION**

**IN RE:**

**BARBARA ALBYTINE GIBBS,**

**CHAPTER 13**

**DEBTOR.**

**CASE NO.: A19-54809-WLH**

**ORDER CONFIRMING PLAN**

On October 16, 2019 at 1:45pm, the Court held a hearing on Confirmation of the Debtor's proposed plan. Appearances were made by counsel for the Debtor, the Debtor, counsel for the Trustee, and counsel for Nationstar Mortgage LLC d/b/a Mr. Cooper ("Nationstar"). Based upon review of the record, proffer of the interested parties and consideration of related matters pending other jurisdictions, it is hereby

**ORDERED that**

(1) The Chapter 13 plan is confirmed;

(2) Property of the estate shall not revert in Debtor until the earlier of discharge of Debtor, dismissal of the case, or closing of case without the entry of a discharge, unless the Court orders otherwise;

(3) A creditor must have a proof of claim filed with the Clerk of Court in order to receive a distribution under this plan, without regard to any other provision of the plan; and

(4) Attorney fees in the total sum of \$2,500.00 for Debtor's counsel provided for in the Chapter 13 plan and disclosed in the disclosure statement required by Federal Rule of Bankruptcy Procedure 2016(b) are allowed as an administrative expense, subject to disgorgement or disallowance upon request of any party in interest or sua sponte by the Court. The Trustee shall disburse the remaining balance of \$1,500.00 pursuant to the terms of the Debtor's proposed plan. Upon receipt of the \$1,500.00 by the Law Offices of Michael R. Rethinger, LLC the outstanding attorney fee balance shall be \$0.00.

(5) Upon entry of this order, the Trustee shall disburse funds necessary to satisfy the claim of DirecTV, LLC by American InfoSource as agent (Claim No. 1) in the sum of \$144.31 in full.

(6) As to the claim of Nationstar, the Trustee shall not disburse any funds owed pursuant to the terms of the confirmed plan until further order of this Court. Nationstar and/or the Debtor shall bear the responsibility to notify the Trustee and the Court of any final resolution of pending litigation currently in existence in the State of South Carolina as to the claim of Nationstar.

(7) Because no party in interest has filed a request for an order of dismissal pursuant to 11 U.S.C. § 521(i)(2) and because the parties in interest should not be subjected to any uncertainty as to whether this case is subject to automatic dismissal under § 521(i)(1), Debtor is not required to file any further document pursuant to § 521(a)(1)(B) to avoid an automatic dismissal and this case is not and was not subject to automatic dismissal under § 521(i)(1). This does not prevent any party in interest from requesting by motion that Debtor supply further information described in § 521(a)(1)(B), and this does not prevent the Chapter 13 Trustee from requesting by any authorized means, including but not

limited to motion, that the Debtor supply further information.

The Clerk of the Court is directed to serve this Order on the parties included in the attached distribution list.

**END OF DOCUMENT**

Presented by:

\_\_\_\_\_/s/\_\_\_\_\_  
Ryan J. Williams,  
Attorney for Chapter 13 Trustee  
GA Bar No. 940874  
303 Peachtree Center Ave., NE, Suite 120  
Atlanta, GA 30303  
(678) 992-1201

Consented by:

\_\_\_\_\_/s/\_\_\_\_\_  
Michael R. Rethinger,  
Attorney for the Debtor  
Georgia Bar Number 301215  
Law Offices of Michael R. Rethinger, LLC  
50 Hurt Plaza SE  
Suite 1150  
Atlanta, GA 30303  
*Signed by Ryan J. Williams  
with express permission*

Consented by:

\_\_\_\_\_/s/\_\_\_\_\_  
Taylor Mansell,  
On behalf of  
Nationstar Mortgage LLC d/b/a Mr. Cooper  
GA Bar No. 940461  
Shapiro, Pendergast and Hasty, LLP  
211 Perimeter Center Parkway  
Suite 300  
Atlanta, GA 30346  
*Signed by Ryan J. Williams  
with express permission*

Consented by:

\_\_\_\_\_/s/\_\_\_\_\_  
Barbara Gibbs  
Pro Se  
3108 Hidden Falls Drive  
Buford, GA 30519  
*Signed by Ryan J. Williams  
with express permission*

**DISTRIBUTION LIST**

Case Number **A19-54809-WLH**

Barbara Albyline Gibbs  
3108 Hidden Falls Drive  
Buford, GA 30519

Law Offices of Michael R. Rethinger, LLC  
50 Hurt Plaza SE  
Suite 1150  
Atlanta, GA 30303

Nancy J. Whaley  
303 Peachtree Center Ave., NE  
Suite 120  
Atlanta, GA 30303

**(ALL CREDITORS LISTED ON MAILING MATRIX)**

Label Matrix for local noticing

113E-1

Case 19-54809-wlh

Northern District of Georgia  
Atlanta

Thu Oct 24 14:58:35 EDT 2019

Directv, LLC

by American InfoSource as agent

PO Box 5008

Carol Stream, IL 60197-5008

Elizabeth Childers

Shapiro, Pendergast and Hasty

Suite 300

211 Perimeter Center Parkway, NE  
Atlanta, GA 30346-1305

Barbara Albyline Gibbs

3108 Hidden Falls Drive

Buford, GA 30519-4581

Directv, LLC

by American InfoSource as agent

4515 N Santa Fe Ave

Oklahoma City OK 73118-7901

M. Eugene Gibbs

3108 Hidden Falls Drive

Buford, GA 30519-4581

Hidden Falls HOA, Inc

2769 Hidden Falls Dr NE

Buford, GA 30519-4537

Korn Law Firm, P.A.

1300 Pickens Street

PO Box 11264

Columbia, SC 29211-1264

LVNV Funding, LLC

Resurgent Capital Services

PO Box 10587

Greenville, SC 29603-0587

Macy's

PO Box 8218

Mason, OH 45040-8218

Taylor S. Mansell

Shapiro Pendergast &amp; Hasty, LLP

211 Perimeter Center Parkway, NE

Suite 300

Atlanta, GA 30346-1305

Taylor S. Mansell

Shapiro Pendergast &amp; Hasty, LLP

Suite 300

211 Perimeter Center Parkway, NE

Atlanta, GA 30346-1305

Mr. Cooper

8950 Cypress Waters Blvd

Coppell, TX 75019-4620

Nationstar Mortgage LLC d/b/a Mr. Cooper

Attn: Bankruptcy Department

P.O. Box 619096

Dallas, Texas 75261-9096

Nationstar Mortgage LLC d/b/a Mr. Cooper

P.O. Box 619096

Dallas, Texas 75261-9096

Nationstar Mortgage/Mr. Cooper

Lake Vista 4

800 State Highway 121 Bypass

Lewisville TX 75067-4180

Michael R. Rethinger

Law Offices of Michael R. Rethinger, LLC

Suite 1150

50 Hurt Plaza SE

Atlanta, GA 30303-2958

Paul A. Rogers

McGuireWoods, LLP

Promenade II, Suite 2100

1230 Peachtree Street, NE

Atlanta, GA 30309-3534

Scott and Corley, P.A.

2712 Middleburg Drive

Suite 200

Columbia, SC 29204-2415

Westbrook Phase IV Homeowners Association

c/o Glenn Godfrey, Registered Agent

4249 Monterey Drive

Florence, SC 29501-8951

Nancy J. Whaley

Nancy J. Whaley, Standing Ch. 13 Trustee

303 Peachtree Center Avenue

Suite 120, Suntrust Garden Plaza

Atlanta, GA 30303-1216

Wintrust Mortgage

9700 Higgins Avenue

Suite 300

Rosemont, IL 60018-4736

Wintrust Mortgage

9701 W Higgins Rd

Suite 400

Rosemont, IL 60018-4717

Wintrust Mortgage

9701 W Higgins Road

Rosemont IL 60018-4717

The following recipients may be/have been bypassed for notice due to an undeliverable (u) or duplicate (d) address.

(u)NATIONSTAR MORTGAGE LLC D/B/A MR. COOPER

(d)Nationstar Mortgage/Mr. Cooper

Lake Vista 4

800 State Highway 121 Bypass

Lewisville, TX 75067-4180

End of Label Matrix

Mailable recipients 23

Bypassed recipients 2

Total 25

# **Exhibit 4**

**Fill in this information to identify the case:**Debtor 1 Barbara Albyline Gibbs

Debtor 2 \_\_\_\_\_

(Spouse, if filing)

United States Bankruptcy Court for the: Northern District of Georgia  
(State)Case number 19-54809-WLH**Official Form 410****Proof of Claim**

04/19

Read the instructions before filling out this form. This form is for making a claim for payment in a bankruptcy case. Do not use this form to make a request for payment of an administrative expense. Make such a request according to 11 U.S.C. § 503.

Filers must leave out or redact information that is entitled to privacy on this form or on any attached documents. Attach redacted copies of any documents that support the claim, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, judgments, mortgages, and security agreements. Do not send original documents; they may be destroyed after scanning. If the documents are not available, explain in an attachment.

A person who files a fraudulent claim could be fined up to \$500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157, and 3571.

Fill in all the information about the claim as of the date the case was filed. That date is on the notice of bankruptcy (Form 309) that you received.

**Part 1 Identify the Claim****1. Who is the current creditor?**Nationstar Mortgage LLC d/b/a Mr. Cooper

Name of the current creditor (the person or entity to be paid for this claim)

Other names the creditor used with the debtor \_\_\_\_\_

**2. Has this claim been acquired from someone else?**☒ No☐ Yes. From whom? \_\_\_\_\_**3. Where should notices and payments to the creditor be sent?****Where should notices to the creditor be sent?**Nationstar Mortgage LLC d/b/a Mr. Cooper, Attn:  
Bankruptcy Department

Name

**Where should payments to the creditor be sent? (if different)**Nationstar Mortgage LLC d/b/a Mr. Cooper

Name

Federal Rule of  
Bankruptcy ProcedurePO Box 619096

Number Street

Bankruptcy Department, PO Box 619094

Number Street

Dallas, Texas 75261-9741

City State Zip Code

Dallas, Texas 75261-9741

City State Zip Code

Contact phone (877) 343-5602

Contact phone (877) 343-5602

Contact email

Contact email

Uniform claim identifier for electronic payments in chapter 13 (if you use one):  
\_\_\_\_\_**4. Does this claim amend one already filed?**☒ No☐ Yes. Claim number on court claims registry (if known) \_\_\_\_\_Filed on \_\_\_\_\_  
MM / DD / YYYY**5. Do you know if anyone else has filed a proof of claim for this claim?**☒ No☐ Yes. Who made the earlier filing? \_\_\_\_\_

**Part 2** Give Information About the Claim as of the Date the Case Was Filed

|                                                                  |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
|------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>6. Do you have any number you use to identify the debtor?</b> | <input type="checkbox"/> No<br><input checked="" type="checkbox"/> Yes. Last 4 digits of the debtor's account or any number you use to identify the debtor: <u>XXXXXX7135</u>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |
| <b>7. How much is the claim?</b>                                 | <u>\$483,059.33</u><br><br><b>Does this amount include interest or other charges?</b><br><input type="checkbox"/> No<br><input checked="" type="checkbox"/> Yes. Attach statement itemizing interest, fees, expenses, or other charges required by Bankruptcy Rule 3001(c)(2)(A).                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
| <b>8. What is the basis of the claim?</b>                        | <p>Examples: Goods sold, money loaned, lease, services performed, personal injury or wrongful death, or credit card. Attach redacted copies of any documents supporting the claim required by Bankruptcy Rule 3001(c). Limit disclosing information that is entitled to privacy, such as health care information.</p> <p style="margin-left: 40px;">Money Loaned</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
| <b>9. Is all or part of the claim secured?</b>                   | <input type="checkbox"/> No<br><input checked="" type="checkbox"/> Yes. The claim is secured by a lien on property.<br><br><b>Nature of property:</b> <u>4257 Monterey Drive, Florence, SC 29501</u><br><input checked="" type="checkbox"/> Real estate. If the claim is secured by the debtor's principal residence, file a <i>Mortgage Proof of Claim Attachment</i> (Official Form 410-A) with this <i>Proof of Claim</i> .<br><input type="checkbox"/> Motor vehicle<br><input type="checkbox"/> Other. Describe: _____<br><br><b>Basis for perfection:</b> Security Deed<br>Attach redacted copies of documents, if any, that show evidence of perfection of a security interest (for example, a mortgage, lien, certificate of title, financing statement, or other document that shows the lien has been filed or recorded.)<br><br><b>Value of property:</b> \$ _____<br><br><b>Amount of the claim that is secured:</b> <u>\$483,059.33</u><br><br><b>Amount of the claim that is unsecured:</b> \$ _____ (The sum of the secured and unsecured amounts should match the amount in line 7)<br><br><b>Amount necessary to cure any default as of the date of the petition:</b> <u>\$229,667.35</u><br><br><b>Annual Interest Rate</b> (when case was filed) <u>6.375%</u><br><input checked="" type="checkbox"/> Fixed<br><input type="checkbox"/> Variable |
| <b>10. Is this claim based on a lease?</b>                       | <input checked="" type="checkbox"/> No<br><input type="checkbox"/> Yes. Amount necessary to cure any default as of the date of the petition. \$ _____                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |
| <b>11. Is this claim subject to a right of setoff?</b>           | <input checked="" type="checkbox"/> No<br><input type="checkbox"/> Yes. Identify the property: _____                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |

**12. Is all or part of the claim entitled to priority under 11 U.S.C. § 507(a)?**

A claim may be partly priority and partly nonpriority. For example, in some categories, the law limits the amount entitled to priority.

☒ No☐ Yes. Check all that apply☐ Domestic support obligations (including alimony and child support) under 11 U.S.C. § 507(a)(1)(A) or (a)(1)(B).☐ Up to \$3,025\* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use. 11 U.S.C. § 507(a)(7).☐ Wages, salaries, or commissions (up to \$13,650\*) earned within 180 days before the bankruptcy petition is filed or the debtor's business ends, whichever is earlier. 11 U.S.C. § 507(a)(4).☐ Taxes or penalties owed to governmental units. 11 U.S.C. § 507(a)(8).☐ Contributions to an employee benefit plan. 11 U.S.C. § 507(a)(5).☐ Other. Specify subsection of 11 U.S.C. § 507(a)( ) that applies.

\*Amounts are subject to adjustment on 4/01/22 and every 3 years after that for cases begun on or after the date of adjustment

**Amount entitled to priority**

\$ \_\_\_\_\_

\$ \_\_\_\_\_

\$ \_\_\_\_\_

\$ \_\_\_\_\_

\$ \_\_\_\_\_

\$ \_\_\_\_\_

**Part 3 Sign Below**

The person completing this proof of claim must sign and date it. FRBP 9011(b).

If you file this claim electronically, FRBP 5005(a)(2) authorizes courts to establish local rules specifying what a signature is.

A person who files a fraudulent claim could be fined up to \$500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157, and 3571.

Check the appropriate box:

☐ I am the creditor☒ I am the creditor's attorney or authorized agent☐ I am the trustee, or the debtor, or their authorized agent. Bankruptcy Rule 3004☐ I am a guarantor, surety, endorser, or other codebtor, Bankruptcy Rule 3005

I understand that an authorized signature on this *Proof of Claim* serves as an acknowledgment that when calculating the amount of the claim, the creditor gave the debtor credit for any payments received toward the debt.

I have examined the information in this *Proof of Claim* and have a reasonable belief that the information is true and correct.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on date 06/05/2019  
MM / DD / YYYY

/s/ Elizabeth Childers

Signature

Print the name of the person who is completing and signing this claim:

Name Elizabeth Childers, Bar No. 143546  
First name Middle name Last name

Title Attorney for and on behalf of Nationstar Mortgage LLC d/b/a Mr. Cooper (as servicer for creditor)

Company Shapiro Pendergast & Hasty, LLP  
Identify the corporate servicer as the company if the authorized agent is a servicer

Address 211 Perimeter Center Parkway, N.E., Suite 300  
Number Street

City Atlanta, GA 30346 State GA Zip Code 30346  
Contact Phone 770-220-2535 Email echilders@logs.com

**Mortgage Proof of Claim Attachment****(12/15)**

If you file a claim secured by a security interest in the debtor's personal residence, you must use this form as an attachment to your proof of claim. See separate instructions.

| Part 1: Mortgage and Case Information                    | Part 2: Total Debt Calculation                          | Part 3: Arrearage as of Date of the Petition            | Part 4: Monthly Mortgage Payment         |
|----------------------------------------------------------|---------------------------------------------------------|---------------------------------------------------------|------------------------------------------|
| Case number <u>19-54809-WLH</u>                          | Principal balance <u>\$292,519.20</u>                   | Principal & interest due <u>\$139,826.36</u>            | Principal & Interest <u>\$2,056.27</u>   |
| Debtor 1: <u>Barbara Albyline Gibbs</u>                  | Interest due <u>\$107,052.01</u>                        | Prepetition fees due <u>\$16,994.98</u>                 | Monthly Escrow <u>\$1,270.57</u>         |
| Debtor 2: _____                                          | Fees, costs due <u>\$16,994.98</u>                      | Escrow deficiency for funds advanced <u>\$67,148.14</u> | Private mortgage insurance <u>\$0.00</u> |
| Last 4 digits to identify <u>XXXXXX7135</u>              | Escrow deficiency for funds advanced <u>\$67,148.14</u> | Projected escrow shortage <u>\$6,352.87</u>             | Total monthly payment <u>\$3,326.84</u>  |
| Creditor <u>Nationstar Mortgage LLC d/b/a Mr. Cooper</u> | Less total funds on hand <u>\$655.00</u>                | Less funds on hand: <u>\$655.00</u>                     |                                          |
| Servicer <u>Nationstar Mortgage LLC d/b/a Mr. Cooper</u> | Total debt <u>\$483,059.33</u>                          | Total prepetition arrearage <u>\$,229,667.35</u>        |                                          |
| Fixed accrual/daily <u>Fixed 6.375%</u>                  |                                                         |                                                         |                                          |
| simple interest/other:                                   |                                                         |                                                         |                                          |

Nationstar Mortgage, LLC services the loan on the property referenced in this proof of claim. In the event the automatic stay in this case is modified, this case dismisses, and/or the debtor obtains a discharge and a foreclosure action is commenced on the mortgaged property, the foreclosure will be conducted in the name of Nationstar Mortgage LLC d/b/a Mr. Cooper, "Noteholder". Noteholder directly or through an agent, has possession of the promissory note. The promissory note is either made payable to Noteholder or has been duly endorsed. Noteholder is the original mortgagee, or beneficiary, or the assignee of the security instrument for the referenced loan.

## Part 5: Loan Payment History from First Date of Default

| Account Activity |                                        |                         |                          |                              | How Funds Were Applied/Amount Incurred |                                              |                              |                             |                           | Balance After Amount Received or Incurred |                          |                            |                                      |                         |                                    |                                     |
|------------------|----------------------------------------|-------------------------|--------------------------|------------------------------|----------------------------------------|----------------------------------------------|------------------------------|-----------------------------|---------------------------|-------------------------------------------|--------------------------|----------------------------|--------------------------------------|-------------------------|------------------------------------|-------------------------------------|
| A.<br>Date       | B.<br>Contractual<br>payment<br>amount | C.<br>Funds<br>received | D.<br>Amount<br>incurred | E.<br>Description            | F.<br>Contractual<br>due date          | G.<br>Prin, int & esc<br>past due<br>balance | H.<br>Amount to<br>principal | I.<br>Amount to<br>interest | J.<br>Amount to<br>escrow | K.<br>Amount<br>to fees or<br>charges     | L.<br>Unapplied<br>funds | M.<br>Principal<br>balance | N.<br>Accrued<br>interest<br>balance | O.<br>Escrow<br>balance | P.<br>Fees /<br>Charges<br>balance | Q.<br>Unapplied<br>funds<br>balance |
| 12/1/2011        | \$ 2,258.82                            |                         |                          | Monthly Mortgage Payment Due | 12/1/2011                              | \$ 2,258.82                                  |                              |                             |                           |                                           |                          | \$ 302,019.15              | \$ -                                 | \$ 1,611.60             | \$ -                               | \$ -                                |
| 12/1/2011        |                                        | \$ -                    | \$ -                     | COUNTY TAX Disbursed         | 12/1/2011                              | \$ 2,258.82                                  | \$ -                         | \$ -                        | \$ (1,692.60)             | \$ -                                      | \$ -                     | \$ 302,019.15              | \$ -                                 | \$ (81.00)              | \$ -                               | \$ -                                |
| 12/5/2011        |                                        | \$ 1,058.82             | \$ -                     | MISC ADJ                     | 12/1/2011                              | \$ 2,258.82                                  | \$ -                         | \$ -                        | \$ -                      | \$ -                                      | \$ 1,058.82              | \$ 302,019.15              | \$ -                                 | \$ (81.00)              | \$ -                               | \$ 1,058.82                         |
| 12/30/2011       |                                        | \$ (1,058.82)           | \$ -                     | MISC ADJ                     | 12/1/2011                              | \$ 2,258.82                                  | \$ -                         | \$ -                        | \$ -                      | \$ -                                      | \$ (1,058.82)            | \$ 302,019.15              | \$ -                                 | \$ (81.00)              | \$ -                               | \$ -                                |
| 1/1/2012         | \$ 2,258.82                            |                         |                          | Monthly Mortgage Payment Due | 12/1/2011                              | \$ 4,517.64                                  |                              |                             |                           |                                           |                          | \$ 302,019.15              | \$ -                                 | \$ (81.00)              | \$ -                               | \$ -                                |
| 1/8/2012         |                                        | \$ 2,258.82             | \$ -                     | REGULAR PAYMENT              | 1/1/2012                               | \$ 2,258.82                                  | \$ 445.63                    | \$ 1,610.64                 | \$ 202.55                 | \$ -                                      | \$ (0.00)                | \$ 301,573.52              | \$ -                                 | \$ 121.55               | \$ -                               | \$ (0.00)                           |
| 2/1/2012         | \$ 2,258.82                            |                         |                          | Monthly Mortgage Payment Due | 1/1/2012                               | \$ 4,517.64                                  |                              |                             |                           |                                           |                          | \$ 301,573.52              | \$ -                                 | \$ 121.55               | \$ -                               | \$ (0.00)                           |
| 2/8/2012         |                                        | \$ 2,258.82             | \$ -                     | REGULAR PAYMENT              | 2/1/2012                               | \$ 2,258.82                                  | \$ 454.16                    | \$ 1,602.11                 | \$ 202.55                 | \$ -                                      | \$ 0.00                  | \$ 301,119.36              | \$ -                                 | \$ 324.10               | \$ -                               | \$ 0.00                             |
| 3/1/2012         | \$ 2,258.82                            |                         |                          | Monthly Mortgage Payment Due | 2/1/2012                               | \$ 4,517.64                                  |                              |                             |                           |                                           |                          | \$ 301,119.36              | \$ -                                 | \$ 324.10               | \$ -                               | \$ 0.00                             |
| 3/7/2012         |                                        | \$ 2,258.82             | \$ -                     | REGULAR PAYMENT              | 3/1/2012                               | \$ 2,258.82                                  | \$ 456.57                    | \$ 1,599.70                 | \$ 202.55                 | \$ -                                      | \$ 0.00                  | \$ 300,662.79              | \$ -                                 | \$ 526.65               | \$ -                               | \$ 0.00                             |
| 4/1/2012         | \$ 2,258.82                            |                         |                          | Monthly Mortgage Payment Due | 3/1/2012                               | \$ 4,517.64                                  |                              |                             |                           |                                           |                          | \$ 300,662.79              | \$ -                                 | \$ 526.65               | \$ -                               | \$ 0.00                             |
| 4/6/2012         |                                        | \$ 2,258.82             | \$ -                     | REGULAR PAYMENT              | 4/1/2012                               | \$ 2,258.82                                  | \$ 459.00                    | \$ 1,597.27                 | \$ 202.55                 | \$ -                                      | \$ 0.00                  | \$ 300,203.79              | \$ -                                 | \$ 729.20               | \$ -                               | \$ 0.00                             |
| 5/1/2012         | \$ 2,258.82                            |                         |                          | Monthly Mortgage Payment Due | 4/1/2012                               | \$ 4,517.64                                  |                              |                             |                           |                                           |                          | \$ 300,203.79              | \$ -                                 | \$ 729.20               | \$ -                               | \$ 0.00                             |
| 5/8/2012         |                                        | \$ 2,258.82             | \$ -                     | REGULAR PAYMENT              | 5/1/2012                               | \$ 2,258.82                                  | \$ 461.44                    | \$ 1,594.83                 | \$ 202.55                 | \$ -                                      | \$ 0.00                  | \$ 299,742.35              | \$ -                                 | \$ 931.75               | \$ -                               | \$ 0.00                             |
| 5/11/2012        |                                        | \$ -                    | \$ -                     | OVERAGE REFUND               | 5/1/2012                               | \$ 2,258.82                                  | \$ -                         | \$ -                        | \$ (148.08)               | \$ -                                      | \$ -                     | \$ 299,742.35              | \$ -                                 | \$ 783.67               | \$ -                               | \$ 0.00                             |
| 6/1/2012         | \$ 2,197.32                            |                         |                          | Monthly Mortgage Payment Due | 5/1/2012                               | \$ 4,456.14                                  |                              |                             |                           |                                           |                          | \$ 299,742.35              | \$ -                                 | \$ 783.67               | \$ -                               | \$ 0.00                             |
| 6/5/2012         |                                        | \$ 2,258.82             | \$ -                     | REGULAR PAYMENT              | 6/1/2012                               | \$ 2,197.32                                  | \$ 463.89                    | \$ 1,592.38                 | \$ 202.55                 | \$ -                                      | \$ 0.00                  | \$ 299,278.46              | \$ -                                 | \$ 986.22               | \$ -                               | \$ 0.00                             |
| 7/1/2012         | \$ 2,197.32                            |                         |                          | Monthly Mortgage Payment Due | 6/1/2012                               | \$ 4,394.64                                  |                              |                             |                           |                                           |                          | \$ 299,278.46              | \$ -                                 | \$ 986.22               | \$ -                               | \$ 0.00                             |
| 7/11/2012        |                                        | \$ 2,258.82             | \$ 61.50                 | REGULAR PAYMENT              | 7/1/2012                               | \$ 2,197.32                                  | \$ 466.35                    | \$ 1,589.92                 | \$ 141.05                 | \$ 61.50                                  | \$ 0.00                  | \$ 298,812.11              | \$ -                                 | \$ 1,127.27             | \$ -                               | \$ 0.00                             |
| 8/1/2012         | \$ 2,197.32                            |                         |                          | Monthly Mortgage Payment Due | 7/1/2012                               | \$ 4,394.64                                  |                              |                             |                           |                                           |                          | \$ 298,812.11              | \$ -                                 | \$ 1,127.27             | \$ -                               | \$ 0.00                             |
| 8/2/2012         |                                        | \$ 2,258.82             | \$ 61.50                 | REGULAR PAYMENT              | 8/1/2012                               | \$ 2,197.32                                  | \$ 468.83                    | \$ 1,587.44                 | \$ 141.05                 | \$ 61.50                                  | \$ 0.00                  | \$ 298,343.28              | \$ -                                 | \$ 1,268.32             | \$ -                               | \$ 0.00                             |
| 9/1/2012         | \$ 2,197.32                            |                         |                          | Monthly Mortgage Payment Due | 8/1/2012                               | \$ 4,394.64                                  |                              |                             |                           |                                           |                          | \$ 298,343.28              | \$ -                                 | \$ 1,268.32             | \$ -                               | \$ 0.00                             |
| 9/6/2012         |                                        | \$ 2,258.82             | \$ -                     | REGULAR PAYMENT              | 9/1/2012                               | \$ 2,197.32                                  | \$ 471.32                    | \$ 1,584.95                 | \$ 141.05                 | \$ -                                      | \$ 61.50                 | \$ 297,871.96              | \$ -                                 | \$ 1,409.37             | \$ -                               | \$ 61.50                            |
| 9/28/2012        |                                        | \$ (61.50)              | \$ -                     | MISC ADJ                     | 9/1/2012                               | \$ 2,197.32                                  | \$ -                         | \$ -                        | \$ -                      | \$ -                                      | \$ (61.50)               | \$ 297,871.96              | \$ -                                 | \$ 1,409.37             | \$ -                               | \$ 0.00                             |
| 10/1/2012        | \$ 2,197.32                            |                         |                          | Monthly Mortgage Payment Due | 9/1/2012                               | \$ 4,394.64                                  |                              |                             |                           |                                           |                          | \$ 297,871.96              | \$ -                                 | \$ 1,409.37             | \$ -                               | \$ 0.00                             |
| 10/4/2012        |                                        | \$ 2,258.82             | \$ -                     | REGULAR PAYMENT              | 10/1/2012                              | \$ 2,197.32                                  | \$ 473.83                    | \$ 1,582.44                 | \$ 141.05                 | \$ -                                      | \$ 61.50                 | \$ 297,398.13              | \$ -                                 | \$ 1,550.42             | \$ -                               | \$ 61.50                            |
| 11/1/2012        | \$ 2,197.32                            |                         |                          | Monthly Mortgage Payment Due | 10/1/2012                              | \$ 4,394.64                                  |                              |                             |                           |                                           |                          | \$ 297,398.13              | \$ -                                 | \$ 1,550.42             | \$ -                               | \$ 61.50                            |
| 11/6/2012        |                                        | \$ 2,197.32             |                          | PAYMENT                      | 11/1/2012                              | \$ 2,197.32                                  | \$ 476.34                    | \$ 1,579.93                 | \$ 141.05                 |                                           | \$ 0.00                  | \$ 296,921.79              | \$ -                                 | \$ 1,691.47             | \$ -                               | \$ 61.50                            |
| 12/1/2012        | \$ 2,197.32                            |                         |                          | Monthly Mortgage Payment Due | 11/1/2012                              | \$ 4,394.64                                  |                              |                             |                           |                                           |                          | \$ 296,921.79              | \$ -                                 | \$ 1,691.47             | \$ -                               | \$ 61.50                            |
| 12/4/2012        |                                        | \$ 2,197.32             |                          | PAYMENT                      | 12/1/2012                              | \$ 2,197.32                                  | \$ 478.87                    | \$ 1,577.40                 | \$ 141.05                 |                                           | \$ 0.00                  | \$ 296,442.92              | \$ -                                 | \$ 1,832.52             | \$ -                               | \$ 61.50                            |
| 12/31/2012       |                                        |                         |                          | COUNTY TAX DISBURSED         | 12/1/2012                              | \$ 2,197.32                                  |                              |                             | \$ (1,796.23)             |                                           | \$ -                     | \$ 296,442.92              | \$ -                                 | \$ 36.29                | \$ -                               | \$ 61.50                            |
| 1/1/2013         | \$ 2,197.32                            |                         |                          | Monthly Mortgage Payment Due | 12/1/2012                              | \$ 4,394.64                                  |                              |                             |                           |                                           |                          | \$ 296,442.92              | \$ -                                 | \$ 36.29                | \$ -                               | \$ 61.50                            |
| 1/3/2013         |                                        | \$ 2,197.32             |                          | PAYMENT                      | 1/1/2013                               | \$ 2,197.32                                  | \$ 481.42                    | \$ 1,574.85                 | \$ 141.05                 |                                           | \$ 0.00                  | \$ 295,961.50              | \$ -                                 | \$ 177.34               | \$ -                               | \$ 61.50                            |
| 2/1/2013         | \$ 2,197.32                            |                         |                          | Monthly Mortgage Payment Due | 1/1/2013                               | \$ 4,394.64                                  |                              |                             |                           |                                           |                          | \$ 295,961.50              | \$ -                                 | \$ 177.34               | \$ -                               | \$ 61.50                            |
| 2/5/2013         |                                        | \$ 2,197.32             |                          | PAYMENT                      | 2/1/2013                               | \$ 2,197.32                                  | \$ 483.97                    | \$ 1,572.30                 | \$ 141.05                 |                                           | \$ 0.00                  | \$ 295,477.53              | \$ -                                 | \$ 318.39               | \$ -                               | \$ 61.50                            |
| 3/1/2013         | \$ 2,197.32                            |                         |                          | Monthly Mortgage Payment Due | 2/1/2013                               | \$ 4,394.64                                  |                              |                             |                           |                                           |                          | \$ 295,477.53              | \$ -                                 | \$ 318.39               | \$ -                               | \$ 61.50                            |
| 3/4/2013         |                                        | \$ 2,197.32             |                          | PAYMENT                      | 3/1/2013                               | \$ 2,197.32                                  | \$ 486.55                    | \$ 1,569.72                 | \$ 141.05                 |                                           | \$ 0.00                  | \$ 294,990.98              | \$ -                                 | \$ 459.44               | \$ -                               | \$ 61.50                            |
| 3/19/2013        |                                        |                         |                          | HAZARD SFR DISBURSED         | 3/1/2013                               | \$ 2,197.32                                  |                              |                             | \$ (1,905.33)             |                                           | \$ -                     | \$ 294,990.98              | \$ -                                 | \$ (1,445.89)           | \$ -                               | \$ 61.50                            |
| 4/1/2013         | \$ 2,205.96                            |                         |                          | Monthly Mortgage Payment Due | 3/1/2013                               | \$ 4,403.28                                  |                              |                             |                           |                                           |                          | \$ 294,990.98              | \$ -                                 | \$ (1,445.89)           | \$ -                               | \$ 61.50                            |
| 4/3/2013         |                                        | \$ 2,197.32             |                          | PAYMENT                      | 4/1/2013                               | \$ 2,205.96                                  | \$ 489.13                    | \$ 1,567.14                 | \$ 141.05                 |                                           | \$ (0.00)                | \$ 294,501.85              | \$ -                                 | \$ (1,304.84)           | \$ -                               | \$ 61.50                            |
| 4/16/2013        |                                        |                         |                          | HAZARD SFR DISBURSED         | 4/1/2013                               | \$ 2,205.96                                  |                              |                             | \$ (466.09)               |                                           | \$ -                     | \$ 294,501.85              | \$ -                                 | \$ (1,770.93)           | \$ -                               | \$ 61.50                            |
| 5/1/2013         | \$ 2,205.96                            |                         |                          | Monthly Mortgage Payment Due | 4/1/2013                               | \$ 4,411.92                                  |                              |                             |                           |                                           |                          | \$ 294,501.85              | \$ -                                 | \$ (1,770.93)           | \$ -                               | \$ 61.50                            |
| 5/3/2013         |                                        | \$ (8.64)               |                          | FORBEARANCE ADJ              | 4/1/2013                               | \$ 4,411.92                                  | \$ -                         | \$ -                        | \$ -                      |                                           | \$ (8.64)                | \$ 294,501.85              | \$ -                                 | \$ (1,770.93)           | \$ -                               | \$ 52.86                            |
| 5/3/2013         |                                        | \$ 2,205.96             |                          | PAYMENT                      | 5/1/2013                               | \$ 2,205.96                                  | \$ 491.73                    | \$ 1,564.54                 | \$ 149.69                 |                                           | \$ 0.00                  | \$ 294,010.12              | \$ -                                 | \$ (1,621.24)           | \$ -                               | \$ 52.86                            |
| 5/16/2013        |                                        |                         |                          | HAZARD SFR DISBURSED         | 5/1/2013                               | \$ 2,205.96                                  |                              |                             | \$ (466.09)               |                                           | \$ -                     | \$ 294,010.12              | \$ -                                 | \$ (2,087.33)           | \$ -                               | \$ 52.86                            |
| 6/1/2013         | \$ 2,990.59                            |                         |                          | Monthly Mortgage Payment Due | 5/1/2013                               | \$ 5,196.55                                  |                              |                             |                           |                                           |                          | \$ 294,010.12              | \$ -                                 | \$ (2,087.33)           | \$ -                               | \$ 52.86                            |
| 6/4/2013         |                                        | \$ (8.64)               |                          | FORBEARANCE ADJ              | 5/1/2013                               | \$ 5,196.55                                  | \$ -                         | \$ -                        | \$ -                      |                                           | \$ (8.64)                | \$ 294,010.12              | \$ -                                 | \$ (2,087.33)           | \$ -                               | \$ 44.22                            |
| 6/4/2013         |                                        | \$ 2,205.96             |                          | PAYMENT                      | 6/1/2013                               | \$ 2,990.59                                  | \$ 494.34                    | \$ 1,561.93                 | \$ 149.69                 |                                           | \$ 0.00                  | \$ 293,515.78              | \$ -                                 | \$ (1,937.64)           | \$ -                               | \$ 44.22                            |
| 6/19/2013        |                                        |                         |                          | HAZARD SFR DISBURSED         | 6/1/2013                               | \$ 2,990.59                                  |                              |                             | \$ (2,796.49)             |                                           | \$ -                     | \$ 293,515.78              | \$ -                                 | \$ (4,734.13)           | \$ -                               | \$ 44.22                            |
| 7/1/2013         | \$ 2,990.59                            |                         |                          | Monthly Mortgage Payment Due | 6/1/2013                               | \$ 5,981.18                                  |                              |                             |                           |                                           |                          | \$ 293,515.78              | \$ -                                 | \$ (4,734.13)           | \$ -                               | \$ 44.22                            |
| 7/2/2013         |                                        | \$ 2,197.32             |                          | PMT-FORBEAR SUSP             | 6/1/2013                               | \$ 5,981.18                                  | \$ -                         | \$ -                        | \$ -                      |                                           | \$ 2,197.32              | \$ 293,515.78              | \$ -                                 | \$ (4,734.13)           | \$ -                               | \$ 2,241.54                         |
| 8/1/2013         | \$ 2,056.27                            |                         |                          | Delinquent P&I Payment Due   | 6/1/2013                               | \$ 8,037.45                                  |                              |                             |                           |                                           |                          | \$ 293,515.78              | \$ -                                 | \$ (4,734.13)           | \$ -                               | \$ 2,241.54                         |
| 8/2/2013         |                                        | \$ (793.27)             |                          | FORBEARANCE ADJ              | 6/1/2013                               | \$ 8,037.45                                  | \$ -                         | \$ -                        | \$ -                      |                                           | \$ (793.27)              | \$ 293,515.78              | \$ -                                 | \$ (4,734.13)           | \$ -                               | \$ 1,448.27                         |
| 8/2/2013         |                                        | \$ 2,990.59             |                          | PAYMENT                      | 7/1/2013                               | \$ 5,046.86                                  | \$ 496.97                    | \$ 1,559.30                 | \$ 934.32                 |                                           | \$ (0.00)                | \$ 293,018.81              | \$ -                                 | \$ (3,799.81)           | \$ -                               | \$ 1,448.27                         |
| 9/1/2013         | \$ 2,056.27                            |                         |                          | Delinquent P&I Payment Due   | 7/1/2013                               | \$ 7,103.13                                  |                              |                             |                           |                                           |                          | \$ 293,018.81              | \$ -                                 | \$ (3,799.81)           | \$ -                               | \$ 1,448.27                         |

|            |             |             |          |                            |          |              |           |             |               |             |               |      |                |             |           |
|------------|-------------|-------------|----------|----------------------------|----------|--------------|-----------|-------------|---------------|-------------|---------------|------|----------------|-------------|-----------|
| 9/4/2013   |             | \$ (793.27) |          | FORBEARANCE ADJ            | 7/1/2013 | \$ 7,103.13  | \$ -      | \$ -        | \$ -          | \$ (793.27) | \$ 293,018.81 | \$ - | \$ (3,799.81)  | \$ -        | \$ 655.00 |
| 9/4/2013   |             | \$ 2,990.59 |          | PAYMENT                    | 8/1/2013 | \$ 4,112.54  | \$ 499.61 | \$ 1,556.66 | \$ 934.32     | \$ (0.00)   | \$ 292,519.20 | \$ - | \$ (2,865.49)  | \$ -        | \$ 655.00 |
| 9/17/2013  |             |             | \$ 12.00 | Prop Insp                  | 8/1/2013 | \$ 4,112.54  |           |             |               | \$ -        | \$ 292,519.20 | \$ - | \$ (2,865.49)  | \$ 12.00    | \$ 655.00 |
| 10/1/2013  | \$ 2,056.27 |             |          | Delinquent P&I Payment Due | 8/1/2013 | \$ 6,168.81  |           |             |               | \$ -        | \$ 292,519.20 | \$ - | \$ (2,865.49)  | \$ 12.00    | \$ 655.00 |
| 10/16/2013 |             |             | \$ 12.00 | Prop Insp                  | 8/1/2013 | \$ 6,168.81  |           |             |               | \$ -        | \$ 292,519.20 | \$ - | \$ (2,865.49)  | \$ 24.00    | \$ 655.00 |
| 11/1/2013  | \$ 2,056.27 |             |          | Delinquent P&I Payment Due | 8/1/2013 | \$ 8,225.08  |           |             |               | \$ -        | \$ 292,519.20 | \$ - | \$ (2,865.49)  | \$ 24.00    | \$ 655.00 |
| 11/12/2013 |             |             |          | COUNTY TAX DISBURSED       | 8/1/2013 | \$ 8,225.08  |           |             | \$ (1,825.80) | \$ -        | \$ 292,519.20 | \$ - | \$ (4,691.29)  | \$ 24.00    | \$ 655.00 |
| 11/15/2013 |             |             | \$ 12.00 | Prop Insp                  | 8/1/2013 | \$ 8,225.08  |           |             |               | \$ -        | \$ 292,519.20 | \$ - | \$ (4,691.29)  | \$ 36.00    | \$ 655.00 |
| 12/1/2013  | \$ 2,056.27 |             |          | Delinquent P&I Payment Due | 8/1/2013 | \$ 10,281.35 |           |             |               | \$ -        | \$ 292,519.20 | \$ - | \$ (4,691.29)  | \$ 36.00    | \$ 655.00 |
| 12/19/2013 |             |             |          | HAZARD SFR DISBURSED       | 8/1/2013 | \$ 10,281.35 |           |             | \$ (5,355.00) | \$ -        | \$ 292,519.20 | \$ - | \$ (10,046.29) | \$ 36.00    | \$ 655.00 |
| 1/1/2014   | \$ 2,056.27 |             |          | Delinquent P&I Payment Due | 8/1/2013 | \$ 12,337.62 |           |             |               | \$ -        | \$ 292,519.20 | \$ - | \$ (10,046.29) | \$ 36.00    | \$ 655.00 |
| 1/8/2014   |             | \$ 1,190.00 |          | FC Fee                     | 8/1/2013 | \$ 12,337.62 |           |             |               | \$ -        | \$ 292,519.20 | \$ - | \$ (10,046.29) | \$ 1,226.00 | \$ 655.00 |
| 1/8/2014   |             | \$ 150.00   |          | Filing Costs               | 8/1/2013 | \$ 12,337.62 |           |             |               | \$ -        | \$ 292,519.20 | \$ - | \$ (10,046.29) | \$ 1,376.00 | \$ 655.00 |
| 1/8/2014   |             | \$ 405.00   |          | Publication                | 8/1/2013 | \$ 12,337.62 |           |             |               | \$ -        | \$ 292,519.20 | \$ - | \$ (10,046.29) | \$ 1,781.00 | \$ 655.00 |
| 1/8/2014   |             | \$ 300.00   |          | Title Examintn             | 8/1/2013 | \$ 12,337.62 |           |             |               | \$ -        | \$ 292,519.20 | \$ - | \$ (10,046.29) | \$ 2,081.00 | \$ 655.00 |
| 2/1/2014   | \$ 2,056.27 |             |          | Delinquent P&I Payment Due | 8/1/2013 | \$ 14,393.99 |           |             |               | \$ -        | \$ 292,519.20 | \$ - | \$ (10,046.29) | \$ 2,081.00 | \$ 655.00 |
| 3/1/2014   | \$ 2,056.27 |             |          | Delinquent P&I Payment Due | 8/1/2013 | \$ 16,450.16 |           |             |               | \$ -        | \$ 292,519.20 | \$ - | \$ (10,046.29) | \$ 2,081.00 | \$ 655.00 |
| 4/1/2014   | \$ 2,056.27 |             |          | Delinquent P&I Payment Due | 8/1/2013 | \$ 18,506.43 |           |             |               | \$ -        | \$ 292,519.20 | \$ - | \$ (10,046.29) | \$ 2,081.00 | \$ 655.00 |
| 4/24/2014  |             |             | \$ 15.00 | Prop Insp                  | 8/1/2013 | \$ 18,506.43 |           |             |               | \$ -        | \$ 292,519.20 | \$ - | \$ (10,046.29) | \$ 2,096.00 | \$ 655.00 |
| 5/1/2014   | \$ 2,056.27 |             |          | Delinquent P&I Payment Due | 8/1/2013 | \$ 20,562.70 |           |             |               | \$ -        | \$ 292,519.20 | \$ - | \$ (10,046.29) | \$ 2,096.00 | \$ 655.00 |
| 5/1/2014   |             | \$ 15.00    |          | Prop Insp                  | 8/1/2013 | \$ 20,562.70 |           |             |               | \$ -        | \$ 292,519.20 | \$ - | \$ (10,046.29) | \$ 2,111.00 | \$ 655.00 |
| 5/22/2014  |             | \$ 15.00    |          | Prop Insp                  | 8/1/2013 | \$ 20,562.70 |           |             |               | \$ -        | \$ 292,519.20 | \$ - | \$ (10,046.29) | \$ 2,126.00 | \$ 655.00 |
| 6/1/2014   | \$ 2,056.27 |             |          | Delinquent P&I Payment Due | 8/1/2013 | \$ 22,618.97 |           |             |               | \$ -        | \$ 292,519.20 | \$ - | \$ (10,046.29) | \$ 2,126.00 | \$ 655.00 |
| 6/19/2014  |             |             | \$ 15.00 | Prop Insp                  | 8/1/2013 | \$ 22,618.97 |           |             |               | \$ -        | \$ 292,519.20 | \$ - | \$ (10,046.29) | \$ 2,141.00 | \$ 655.00 |
| 6/25/2014  |             | \$ 15.00    |          | FC Fee                     | 8/1/2013 | \$ 22,618.97 |           |             |               | \$ -        | \$ 292,519.20 | \$ - | \$ (10,046.29) | \$ 2,156.00 | \$ 655.00 |
| 6/25/2014  |             | \$ 15.00    |          | FC Fee                     | 8/1/2013 | \$ 22,618.97 |           |             |               | \$ -        | \$ 292,519.20 | \$ - | \$ (10,046.29) | \$ 2,171.00 | \$ 655.00 |
| 6/25/2014  |             | \$ 45.00    |          | FC Fee                     | 8/1/2013 | \$ 22,618.97 |           |             |               | \$ -        | \$ 292,519.20 | \$ - | \$ (10,046.29) | \$ 2,216.00 | \$ 655.00 |
| 6/25/2014  |             | \$ 35.00    |          | FC Fee                     | 8/1/2013 | \$ 22,618.97 |           |             |               | \$ -        | \$ 292,519.20 | \$ - | \$ (10,046.29) | \$ 2,251.00 | \$ 655.00 |
| 6/25/2014  |             | \$ 17.50    |          | FC Fee                     | 8/1/2013 | \$ 22,618.97 |           |             |               | \$ -        | \$ 292,519.20 | \$ - | \$ (10,046.29) | \$ 2,268.50 | \$ 655.00 |
| 6/25/2014  |             | \$ 52.50    |          | FC Fee                     | 8/1/2013 | \$ 22,618.97 |           |             |               | \$ -        | \$ 292,519.20 | \$ - | \$ (10,046.29) | \$ 2,321.00 | \$ 655.00 |
| 6/25/2014  |             | \$ 15.00    |          | FC Fee                     | 8/1/2013 | \$ 22,618.97 |           |             |               | \$ -        | \$ 292,519.20 | \$ - | \$ (10,046.29) | \$ 2,336.00 | \$ 655.00 |
| 6/25/2014  |             | \$ 7.50     |          | FC Fee                     | 8/1/2013 | \$ 22,618.97 |           |             |               | \$ -        | \$ 292,519.20 | \$ - | \$ (10,046.29) | \$ 2,343.50 | \$ 655.00 |
| 6/25/2014  |             | \$ 15.00    |          | FC Fee                     | 8/1/2013 | \$ 22,618.97 |           |             |               | \$ -        | \$ 292,519.20 | \$ - | \$ (10,046.29) | \$ 2,358.50 | \$ 655.00 |
| 6/25/2014  |             | \$ 7.50     |          | FC Fee                     | 8/1/2013 | \$ 22,618.97 |           |             |               | \$ -        | \$ 292,519.20 | \$ - | \$ (10,046.29) | \$ 2,366.00 | \$ 655.00 |
| 6/25/2014  |             | \$ 15.00    |          | FC Fee                     | 8/1/2013 | \$ 22,618.97 |           |             |               | \$ -        | \$ 292,519.20 | \$ - | \$ (10,046.29) | \$ 2,381.00 | \$ 655.00 |
| 6/25/2014  |             | \$ 15.00    |          | FC Fee                     | 8/1/2013 | \$ 22,618.97 |           |             |               | \$ -        | \$ 292,519.20 | \$ - | \$ (10,046.29) | \$ 2,396.00 | \$ 655.00 |
| 6/25/2014  |             | \$ 22.50    |          | FC Fee                     | 8/1/2013 | \$ 22,618.97 |           |             |               | \$ -        | \$ 292,519.20 | \$ - | \$ (10,046.29) | \$ 2,418.50 | \$ 655.00 |
| 6/25/2014  |             | \$ 15.00    |          | FC Fee                     | 8/1/2013 | \$ 22,618.97 |           |             |               | \$ -        | \$ 292,519.20 | \$ - | \$ (10,046.29) | \$ 2,433.50 | \$ 655.00 |
| 6/25/2014  |             | \$ 30.00    |          | FC Fee                     | 8/1/2013 | \$ 22,618.97 |           |             |               | \$ -        | \$ 292,519.20 | \$ - | \$ (10,046.29) | \$ 2,463.50 | \$ 655.00 |
| 6/25/2014  |             | \$ 15.00    |          | FC Fee                     | 8/1/2013 | \$ 22,618.97 |           |             |               | \$ -        | \$ 292,519.20 | \$ - | \$ (10,046.29) | \$ 2,478.50 | \$ 655.00 |
| 6/25/2014  |             | \$ 15.00    |          | FC Fee                     | 8/1/2013 | \$ 22,618.97 |           |             |               | \$ -        | \$ 292,519.20 | \$ - | \$ (10,046.29) | \$ 2,493.50 | \$ 655.00 |
| 6/25/2014  |             | \$ 7.50     |          | FC Fee                     | 8/1/2013 | \$ 22,618.97 |           |             |               | \$ -        | \$ 292,519.20 | \$ - | \$ (10,046.29) | \$ 2,501.00 | \$ 655.00 |
| 6/25/2014  |             | \$ 7.50     |          | FC Fee                     | 8/1/2013 | \$ 22,618.97 |           |             |               | \$ -        | \$ 292,519.20 | \$ - | \$ (10,046.29) | \$ 2,508.50 | \$ 655.00 |
| 6/25/2014  |             | \$ 7.50     |          | FC Fee                     | 8/1/2013 | \$ 22,618.97 |           |             |               | \$ -        | \$ 292,519.20 | \$ - | \$ (10,046.29) | \$ 2,516.00 | \$ 655.00 |
| 6/25/2014  |             | \$ 665.00   |          | FC Fee                     | 8/1/2013 | \$ 22,618.97 |           |             |               | \$ -        | \$ 292,519.20 | \$ - | \$ (10,046.29) | \$ 3,181.00 | \$ 655.00 |
| 6/25/2014  |             | \$ 140.00   |          | FC Fee                     | 8/1/2013 | \$ 22,618.97 |           |             |               | \$ -        | \$ 292,519.20 | \$ - | \$ (10,046.29) | \$ 3,321.00 | \$ 655.00 |
| 6/25/2014  |             | \$ 7.50     |          | FC Fee                     | 8/1/2013 | \$ 22,618.97 |           |             |               | \$ -        | \$ 292,519.20 | \$ - | \$ (10,046.29) | \$ 3,328.50 | \$ 655.00 |
| 6/25/2014  |             | \$ 15.00    |          | FC Fee                     | 8/1/2013 | \$ 22,618.97 |           |             |               | \$ -        | \$ 292,519.20 | \$ - | \$ (10,046.29) | \$ 3,343.50 | \$ 655.00 |
| 6/25/2014  |             | \$ 15.00    |          | FC Fee                     | 8/1/2013 | \$ 22,618.97 |           |             |               | \$ -        | \$ 292,519.20 | \$ - | \$ (10,046.29) | \$ 3,358.50 | \$ 655.00 |
| 6/25/2014  |             | \$ 15.00    |          | FC Fee                     | 8/1/2013 | \$ 22,618.97 |           |             |               | \$ -        | \$ 292,519.20 | \$ - | \$ (10,046.29) | \$ 3,373.50 | \$ 655.00 |
| 6/25/2014  |             | \$ 15.00    |          | FC Fee                     | 8/1/2013 | \$ 22,618.97 |           |             |               | \$ -        | \$ 292,519.20 | \$ - | \$ (10,046.29) | \$ 3,388.50 | \$ 655.00 |
| 6/25/2014  |             | \$ 7.50     |          | FC Fee                     | 8/1/2013 | \$ 22,618.97 |           |             |               | \$ -        | \$ 292,519.20 | \$ - | \$ (10,046.29) | \$ 3,396.00 | \$ 655.00 |
| 6/25/2014  |             | \$ 15.00    |          | FC Fee                     | 8/1/2013 | \$ 22,618.97 |           |             |               | \$ -        | \$ 292,519.20 | \$ - | \$ (10,046.29) | \$ 3,411.00 | \$ 655.00 |
| 6/25/2014  |             | \$ 15.00    |          | FC Fee                     | 8/1/2013 | \$ 22,618.97 |           |             |               | \$ -        | \$ 292,519.20 | \$ - | \$ (10,046.29) | \$ 3,426.00 | \$ 655.00 |
| 6/25/2014  |             | \$ 15.00    |          | FC Fee                     | 8/1/2013 | \$ 22,618.97 |           |             |               | \$ -        | \$ 292,519.20 | \$ - | \$ (10,046.29) | \$ 3,441.00 | \$ 655.00 |
| 6/25/2014  |             | \$ 15.00    |          | FC Fee                     | 8/1/2013 | \$ 22,618.97 |           |             |               | \$ -        | \$ 292,519.20 | \$ - | \$ (10,046.29) | \$ 3,456.00 | \$ 655.00 |
| 6/25/2014  |             | \$ 7.50     |          | FC Fee                     | 8/1/2013 | \$ 22,618.97 |           |             |               | \$ -        | \$ 292,519.20 | \$ - | \$ (10,046.29) | \$ 3,463.50 | \$ 655.00 |
| 6/25/2014  |             | \$ 70.00    |          | FC Fee                     | 8/1/2013 | \$ 22,618.97 |           |             |               | \$ -        | \$ 292,519.20 | \$ - | \$ (10,046.29) | \$ 3,533.50 | \$ 655.00 |
| 6/25/2014  |             | \$ 15.00    |          | FC Fee                     | 8/1/2013 | \$ 22,618.97 |           |             |               | \$ -        | \$ 292,519.20 | \$ - | \$ (10,046.29) | \$ 3,548.50 | \$ 655.00 |
| 6/25/2014  |             | \$ 7.50     |          | FC Fee                     | 8/1/2013 | \$ 22,618.97 |           |             |               | \$ -        | \$ 292,519.20 | \$ - | \$ (10,046.29) | \$ 3,556.00 | \$ 655.00 |
| 6/25/2014  |             | \$ 15.00    |          | FC Fee                     | 8/1/2013 | \$ 22,618.97 |           |             |               | \$ -        | \$ 292,519.20 | \$ - | \$ (10,046.29) | \$ 3,571.00 | \$ 655.00 |

|            |             |            |                            |          |              |  |               |  |               |                |             |           |
|------------|-------------|------------|----------------------------|----------|--------------|--|---------------|--|---------------|----------------|-------------|-----------|
| 6/25/2014  |             | \$ 15.00   | FC Fee                     | 8/1/2013 | \$ 22,618.97 |  |               |  | \$ 292,519.20 | \$ (10,046.29) | \$ 3,586.00 | \$ 655.00 |
| 6/25/2014  |             | \$ 15.00   | FC Fee                     | 8/1/2013 | \$ 22,618.97 |  |               |  | \$ 292,519.20 | \$ (10,046.29) | \$ 3,601.00 | \$ 655.00 |
| 6/25/2014  |             | \$ 37.50   | FC Fee                     | 8/1/2013 | \$ 22,618.97 |  |               |  | \$ 292,519.20 | \$ (10,046.29) | \$ 3,638.50 | \$ 655.00 |
| 6/25/2014  |             | \$ 15.00   | FC Fee                     | 8/1/2013 | \$ 22,618.97 |  |               |  | \$ 292,519.20 | \$ (10,046.29) | \$ 3,653.50 | \$ 655.00 |
| 6/25/2014  |             | \$ 30.00   | FC Fee                     | 8/1/2013 | \$ 22,618.97 |  |               |  | \$ 292,519.20 | \$ (10,046.29) | \$ 3,683.50 | \$ 655.00 |
| 6/25/2014  |             | \$ 70.00   | FC Fee                     | 8/1/2013 | \$ 22,618.97 |  |               |  | \$ 292,519.20 | \$ (10,046.29) | \$ 3,753.50 | \$ 655.00 |
| 6/25/2014  |             | \$ 22.50   | FC Fee                     | 8/1/2013 | \$ 22,618.97 |  |               |  | \$ 292,519.20 | \$ (10,046.29) | \$ 3,776.00 | \$ 655.00 |
| 6/25/2014  |             | \$ 225.00  | Filing Costs               | 8/1/2013 | \$ 22,618.97 |  |               |  | \$ 292,519.20 | \$ (10,046.29) | \$ 4,001.00 | \$ 655.00 |
| 7/1/2014   | \$ 2,056.27 |            | Delinquent P&I Payment Due | 8/1/2013 | \$ 24,675.24 |  |               |  | \$ 292,519.20 | \$ (10,046.29) | \$ 4,001.00 | \$ 655.00 |
| 7/1/2014   |             | \$ 15.00   | FC Fee                     | 8/1/2013 | \$ 24,675.24 |  |               |  | \$ 292,519.20 | \$ (10,046.29) | \$ 4,016.00 | \$ 655.00 |
| 7/1/2014   |             | \$ 15.00   | FC Fee                     | 8/1/2013 | \$ 24,675.24 |  |               |  | \$ 292,519.20 | \$ (10,046.29) | \$ 4,031.00 | \$ 655.00 |
| 7/1/2014   |             | \$ 7.50    | FC Fee                     | 8/1/2013 | \$ 24,675.24 |  |               |  | \$ 292,519.20 | \$ (10,046.29) | \$ 4,038.50 | \$ 655.00 |
| 7/1/2014   |             | \$ 7.50    | FC Fee                     | 8/1/2013 | \$ 24,675.24 |  |               |  | \$ 292,519.20 | \$ (10,046.29) | \$ 4,046.00 | \$ 655.00 |
| 7/1/2014   |             | \$ 15.00   | FC Fee                     | 8/1/2013 | \$ 24,675.24 |  |               |  | \$ 292,519.20 | \$ (10,046.29) | \$ 4,061.00 | \$ 655.00 |
| 7/1/2014   |             | \$ 17.50   | FC Fee                     | 8/1/2013 | \$ 24,675.24 |  |               |  | \$ 292,519.20 | \$ (10,046.29) | \$ 4,078.50 | \$ 655.00 |
| 7/1/2014   |             | \$ 52.50   | FC Fee                     | 8/1/2013 | \$ 24,675.24 |  |               |  | \$ 292,519.20 | \$ (10,046.29) | \$ 4,131.00 | \$ 655.00 |
| 7/24/2014  |             | \$ 15.00   | Prop Insp                  | 8/1/2013 | \$ 24,675.24 |  |               |  | \$ 292,519.20 | \$ (10,046.29) | \$ 4,146.00 | \$ 655.00 |
| 7/25/2014  |             | \$ 15.00   | Prop Insp                  | 8/1/2013 | \$ 24,675.24 |  |               |  | \$ 292,519.20 | \$ (10,046.29) | \$ 4,161.00 | \$ 655.00 |
| 8/1/2014   | \$ 2,056.27 |            | Delinquent P&I Payment Due | 8/1/2013 | \$ 26,731.51 |  |               |  | \$ 292,519.20 | \$ (10,046.29) | \$ 4,161.00 | \$ 655.00 |
| 9/1/2014   | \$ 2,056.27 |            | Delinquent P&I Payment Due | 8/1/2013 | \$ 28,787.78 |  |               |  | \$ 292,519.20 | \$ (10,046.29) | \$ 4,161.00 | \$ 655.00 |
| 9/24/2014  |             | \$ 15.00   | Prop Insp                  | 8/1/2013 | \$ 28,787.78 |  |               |  | \$ 292,519.20 | \$ (10,046.29) | \$ 4,176.00 | \$ 655.00 |
| 9/26/2014  |             | \$ 15.00   | Prop Insp                  | 8/1/2013 | \$ 28,787.78 |  |               |  | \$ 292,519.20 | \$ (10,046.29) | \$ 4,191.00 | \$ 655.00 |
| 10/1/2014  | \$ 2,056.27 |            | Delinquent P&I Payment Due | 8/1/2013 | \$ 30,844.05 |  |               |  | \$ 292,519.20 | \$ (10,046.29) | \$ 4,191.00 | \$ 655.00 |
| 10/9/2014  |             | \$ 15.00   | Prop Insp                  | 8/1/2013 | \$ 30,844.05 |  |               |  | \$ 292,519.20 | \$ (10,046.29) | \$ 4,206.00 | \$ 655.00 |
| 10/23/2014 |             | \$ 15.00   | Prop Insp                  | 8/1/2013 | \$ 30,844.05 |  |               |  | \$ 292,519.20 | \$ (10,046.29) | \$ 4,221.00 | \$ 655.00 |
| 11/1/2014  | \$ 2,056.27 |            | Delinquent P&I Payment Due | 8/1/2013 | \$ 32,900.32 |  |               |  | \$ 292,519.20 | \$ (10,046.29) | \$ 4,221.00 | \$ 655.00 |
| 11/21/2014 |             | \$ 15.00   | FC Fee                     | 8/1/2013 | \$ 32,900.32 |  |               |  | \$ 292,519.20 | \$ (10,046.29) | \$ 4,236.00 | \$ 655.00 |
| 11/21/2014 |             | \$ 7.50    | FC Fee                     | 8/1/2013 | \$ 32,900.32 |  |               |  | \$ 292,519.20 | \$ (10,046.29) | \$ 4,243.50 | \$ 655.00 |
| 11/25/2014 |             |            | COUNTY TAX DISBURSED       | 8/1/2013 | \$ 32,900.32 |  | \$ (1,836.94) |  | \$ 292,519.20 | \$ (11,883.23) | \$ 4,243.50 | \$ 655.00 |
| 12/1/2014  | \$ 2,056.27 |            | Delinquent P&I Payment Due | 8/1/2013 | \$ 34,956.59 |  |               |  | \$ 292,519.20 | \$ (11,883.23) | \$ 4,243.50 | \$ 655.00 |
| 12/15/2014 |             | \$ 15.00   | Prop Insp                  | 8/1/2013 | \$ 34,956.59 |  |               |  | \$ 292,519.20 | \$ (11,883.23) | \$ 4,258.50 | \$ 655.00 |
| 12/23/2014 |             |            | HAZARD SFR DISBURSED       | 8/1/2013 | \$ 34,956.59 |  | \$ (4,826.00) |  | \$ 292,519.20 | \$ (16,709.23) | \$ 4,258.50 | \$ 655.00 |
| 12/23/2014 |             | \$ 15.00   | Prop Insp                  | 8/1/2013 | \$ 34,956.59 |  |               |  | \$ 292,519.20 | \$ (16,709.23) | \$ 4,273.50 | \$ 655.00 |
| 1/1/2015   | \$ 2,056.27 |            | Delinquent P&I Payment Due | 8/1/2013 | \$ 37,012.86 |  |               |  | \$ 292,519.20 | \$ (16,709.23) | \$ 4,273.50 | \$ 655.00 |
| 1/6/2015   |             | \$ 15.00   | Prop Insp                  | 8/1/2013 | \$ 37,012.86 |  |               |  | \$ 292,519.20 | \$ (16,709.23) | \$ 4,288.50 | \$ 655.00 |
| 2/1/2015   | \$ 2,056.27 |            | Delinquent P&I Payment Due | 8/1/2013 | \$ 39,069.13 |  |               |  | \$ 292,519.20 | \$ (16,709.23) | \$ 4,288.50 | \$ 655.00 |
| 2/5/2015   |             | \$ 15.00   | FC Fee                     | 8/1/2013 | \$ 39,069.13 |  |               |  | \$ 292,519.20 | \$ (16,709.23) | \$ 4,303.50 | \$ 655.00 |
| 2/5/2015   |             | \$ 30.00   | FC Fee                     | 8/1/2013 | \$ 39,069.13 |  |               |  | \$ 292,519.20 | \$ (16,709.23) | \$ 4,333.50 | \$ 655.00 |
| 2/5/2015   |             | \$ 15.00   | FC Fee                     | 8/1/2013 | \$ 39,069.13 |  |               |  | \$ 292,519.20 | \$ (16,709.23) | \$ 4,348.50 | \$ 655.00 |
| 2/5/2015   |             | \$ 15.00   | FC Fee                     | 8/1/2013 | \$ 39,069.13 |  |               |  | \$ 292,519.20 | \$ (16,709.23) | \$ 4,363.50 | \$ 655.00 |
| 2/5/2015   |             | \$ 15.00   | FC Fee                     | 8/1/2013 | \$ 39,069.13 |  |               |  | \$ 292,519.20 | \$ (16,709.23) | \$ 4,378.50 | \$ 655.00 |
| 2/5/2015   |             | \$ 15.00   | FC Fee                     | 8/1/2013 | \$ 39,069.13 |  |               |  | \$ 292,519.20 | \$ (16,709.23) | \$ 4,393.50 | \$ 655.00 |
| 2/5/2015   |             | \$ 15.00   | FC Fee                     | 8/1/2013 | \$ 39,069.13 |  |               |  | \$ 292,519.20 | \$ (16,709.23) | \$ 4,408.50 | \$ 655.00 |
| 2/5/2015   |             | \$ 7.50    | FC Fee                     | 8/1/2013 | \$ 39,069.13 |  |               |  | \$ 292,519.20 | \$ (16,709.23) | \$ 4,416.00 | \$ 655.00 |
| 2/5/2015   |             | \$ 15.00   | FC Fee                     | 8/1/2013 | \$ 39,069.13 |  |               |  | \$ 292,519.20 | \$ (16,709.23) | \$ 4,431.00 | \$ 655.00 |
| 2/5/2015   |             | \$ 15.00   | FC Fee                     | 8/1/2013 | \$ 39,069.13 |  |               |  | \$ 292,519.20 | \$ (16,709.23) | \$ 4,446.00 | \$ 655.00 |
| 2/5/2015   |             | \$ 15.00   | FC Fee                     | 8/1/2013 | \$ 39,069.13 |  |               |  | \$ 292,519.20 | \$ (16,709.23) | \$ 4,461.00 | \$ 655.00 |
| 2/5/2015   |             | \$ 52.50   | FC Fee                     | 8/1/2013 | \$ 39,069.13 |  |               |  | \$ 292,519.20 | \$ (16,709.23) | \$ 4,513.50 | \$ 655.00 |
| 2/5/2015   |             | \$ 70.00   | FC Fee                     | 8/1/2013 | \$ 39,069.13 |  |               |  | \$ 292,519.20 | \$ (16,709.23) | \$ 4,583.50 | \$ 655.00 |
| 2/5/2015   |             | \$ 15.00   | Prop Insp                  | 8/1/2013 | \$ 39,069.13 |  |               |  | \$ 292,519.20 | \$ (16,709.23) | \$ 4,598.50 | \$ 655.00 |
| 3/1/2015   | \$ 2,056.27 |            | Delinquent P&I Payment Due | 8/1/2013 | \$ 41,125.40 |  |               |  | \$ 292,519.20 | \$ (16,709.23) | \$ 4,598.50 | \$ 655.00 |
| 3/16/2015  |             | \$ 7.50    | FC Fee                     | 8/1/2013 | \$ 41,125.40 |  |               |  | \$ 292,519.20 | \$ (16,709.23) | \$ 4,606.00 | \$ 655.00 |
| 3/19/2015  |             | \$ 15.00   | Prop Insp                  | 8/1/2013 | \$ 41,125.40 |  |               |  | \$ 292,519.20 | \$ (16,709.23) | \$ 4,621.00 | \$ 655.00 |
| 3/23/2015  |             | \$ (42.00) | Prop Insp                  | 8/1/2013 | \$ 41,125.40 |  |               |  | \$ 292,519.20 | \$ (16,709.23) | \$ 4,579.00 | \$ 655.00 |
| 3/31/2015  |             | \$ 37.50   | FC Fee                     | 8/1/2013 | \$ 41,125.40 |  |               |  | \$ 292,519.20 | \$ (16,709.23) | \$ 4,616.50 | \$ 655.00 |
| 3/31/2015  |             | \$ 105.00  | FC Fee                     | 8/1/2013 | \$ 41,125.40 |  |               |  | \$ 292,519.20 | \$ (16,709.23) | \$ 4,721.50 | \$ 655.00 |
| 3/31/2015  |             | \$ 15.00   | Prop Insp                  | 8/1/2013 | \$ 41,125.40 |  |               |  | \$ 292,519.20 | \$ (16,709.23) | \$ 4,736.50 | \$ 655.00 |
| 4/1/2015   | \$ 2,056.27 |            | Delinquent P&I Payment Due | 8/1/2013 | \$ 43,181.67 |  |               |  | \$ 292,519.20 | \$ (16,709.23) | \$ 4,736.50 | \$ 655.00 |
| 4/1/2015   |             | \$ (15.00) | Prop Insp                  | 8/1/2013 | \$ 43,181.67 |  |               |  | \$ 292,519.20 | \$ (16,709.23) | \$ 4,721.50 | \$ 655.00 |
| 4/13/2015  |             | \$ 15.00   | FC Fee                     | 8/1/2013 | \$ 43,181.67 |  |               |  | \$ 292,519.20 | \$ (16,709.23) | \$ 4,736.50 | \$ 655.00 |
| 4/28/2015  |             | \$ 105.00  | FC Fee                     | 8/1/2013 | \$ 43,181.67 |  |               |  | \$ 292,519.20 | \$ (16,709.23) | \$ 4,841.50 | \$ 655.00 |

|            |             |             |                            |          |              |      |      |               |      |             |               |      |                |              |           |
|------------|-------------|-------------|----------------------------|----------|--------------|------|------|---------------|------|-------------|---------------|------|----------------|--------------|-----------|
| 4/28/2015  |             | \$ 87.50    | FC Fee                     | 8/1/2013 | \$ 43,181.67 |      |      |               |      | \$ -        | \$ 292,519.20 | \$ - | \$ (16,709.23) | \$ -4,929.00 | \$ 655.00 |
| 4/28/2015  |             | \$ 75.00    | FC Fee                     | 8/1/2013 | \$ 43,181.67 |      |      |               |      | \$ -        | \$ 292,519.20 | \$ - | \$ (16,709.23) | \$ 5,004.00  | \$ 655.00 |
| 4/28/2015  |             | \$ 22.50    | FC Fee                     | 8/1/2013 | \$ 43,181.67 |      |      |               |      | \$ -        | \$ 292,519.20 | \$ - | \$ (16,709.23) | \$ 5,026.50  | \$ 655.00 |
| 4/28/2015  |             | \$ 15.00    | Prop Insp                  | 8/1/2013 | \$ 43,181.67 |      |      |               |      | \$ -        | \$ 292,519.20 | \$ - | \$ (16,709.23) | \$ 5,041.50  | \$ 655.00 |
| 4/30/2015  |             | \$ 25.00    | Filing Costs               | 8/1/2013 | \$ 43,181.67 |      |      |               |      | \$ -        | \$ 292,519.20 | \$ - | \$ (16,709.23) | \$ 5,066.50  | \$ 655.00 |
| 5/1/2015   | \$ 2,056.27 |             | Delinquent P&I Payment Due | 8/1/2013 | \$ 45,237.94 |      |      |               |      | \$ -        | \$ 292,519.20 | \$ - | \$ (16,709.23) | \$ 5,066.50  | \$ 655.00 |
| 5/15/2015  |             | \$ 75.00    | FC Fee                     | 8/1/2013 | \$ 45,237.94 |      |      |               |      | \$ -        | \$ 292,519.20 | \$ - | \$ (16,709.23) | \$ 5,141.50  | \$ 655.00 |
| 5/20/2015  |             | \$ 15.00    | Prop Insp                  | 8/1/2013 | \$ 45,237.94 |      |      |               |      | \$ -        | \$ 292,519.20 | \$ - | \$ (16,709.23) | \$ 5,156.50  | \$ 655.00 |
| 6/1/2015   | \$ 2,056.27 |             | Delinquent P&I Payment Due | 8/1/2013 | \$ 47,294.21 |      |      |               |      | \$ -        | \$ 292,519.20 | \$ - | \$ (16,709.23) | \$ 5,156.50  | \$ 655.00 |
| 6/10/2015  |             | \$ 15.00    | Prop Insp                  | 8/1/2013 | \$ 47,294.21 |      |      |               |      | \$ -        | \$ 292,519.20 | \$ - | \$ (16,709.23) | \$ 5,171.50  | \$ 655.00 |
| 7/1/2015   | \$ 2,056.27 |             | Delinquent P&I Payment Due | 8/1/2013 | \$ 49,350.48 |      |      |               |      | \$ -        | \$ 292,519.20 | \$ - | \$ (16,709.23) | \$ 5,171.50  | \$ 655.00 |
| 7/9/2015   |             | \$ 15.00    | Prop Insp                  | 8/1/2013 | \$ 49,350.48 |      |      |               |      | \$ -        | \$ 292,519.20 | \$ - | \$ (16,709.23) | \$ 5,186.50  | \$ 655.00 |
| 7/30/2015  |             | \$ 15.00    | Prop Insp                  | 8/1/2013 | \$ 49,350.48 |      |      |               |      | \$ -        | \$ 292,519.20 | \$ - | \$ (16,709.23) | \$ 5,201.50  | \$ 655.00 |
| 7/31/2015  |             | \$ (15.00)  | Prop Insp                  | 8/1/2013 | \$ 49,350.48 |      |      |               |      | \$ -        | \$ 292,519.20 | \$ - | \$ (16,709.23) | \$ 5,186.50  | \$ 655.00 |
| 8/1/2015   | \$ 2,056.27 |             | Delinquent P&I Payment Due | 8/1/2013 | \$ 51,406.75 |      |      |               |      | \$ -        | \$ 292,519.20 | \$ - | \$ (16,709.23) | \$ 5,186.50  | \$ 655.00 |
| 8/28/2015  |             | \$ 15.00    | Prop Insp                  | 8/1/2013 | \$ 51,406.75 |      |      |               |      | \$ -        | \$ 292,519.20 | \$ - | \$ (16,709.23) | \$ 5,201.50  | \$ 655.00 |
| 9/1/2015   | \$ 2,056.27 |             | Delinquent P&I Payment Due | 8/1/2013 | \$ 53,463.02 |      |      |               |      | \$ -        | \$ 292,519.20 | \$ - | \$ (16,709.23) | \$ 5,201.50  | \$ 655.00 |
| 9/23/2015  |             | \$ (655.00) | FORBEARANCE SUSP DISP      | 8/1/2013 | \$ 53,463.02 | \$ - | \$ - | \$ -          | \$ - | \$ (655.00) | \$ 292,519.20 | \$ - | \$ (16,709.23) | \$ 5,201.50  | \$ 0.00   |
| 9/25/2015  |             | \$ 15.00    | Prop Insp                  | 8/1/2013 | \$ 53,463.02 |      |      |               |      | \$ -        | \$ 292,519.20 | \$ - | \$ (16,709.23) | \$ 5,216.50  | \$ 0.00   |
| 10/1/2015  | \$ 2,056.27 |             | Delinquent P&I Payment Due | 8/1/2013 | \$ 55,519.29 |      |      |               |      | \$ -        | \$ 292,519.20 | \$ - | \$ (16,709.23) | \$ 5,216.50  | \$ 0.00   |
| 10/23/2015 |             | \$ 15.00    | Prop Insp                  | 8/1/2013 | \$ 55,519.29 |      |      |               |      | \$ -        | \$ 292,519.20 | \$ - | \$ (16,709.23) | \$ 5,231.50  | \$ 0.00   |
| 11/1/2015  | \$ 2,056.27 |             | Delinquent P&I Payment Due | 8/1/2013 | \$ 57,575.56 |      |      |               |      | \$ -        | \$ 292,519.20 | \$ - | \$ (16,709.23) | \$ 5,231.50  | \$ 0.00   |
| 11/16/2015 |             | \$ 15.00    | Prop Insp                  | 8/1/2013 | \$ 57,575.56 |      |      |               |      | \$ -        | \$ 292,519.20 | \$ - | \$ (16,709.23) | \$ 5,246.50  | \$ 0.00   |
| 11/17/2015 |             |             | COUNTY TAX DISBURSED       | 8/1/2013 | \$ 57,575.56 |      |      | \$ (1,990.20) |      | \$ -        | \$ 292,519.20 | \$ - | \$ (18,699.43) | \$ 5,246.50  | \$ 0.00   |
| 12/1/2015  | \$ 2,056.27 |             | Delinquent P&I Payment Due | 8/1/2013 | \$ 59,631.83 |      |      |               |      | \$ -        | \$ 292,519.20 | \$ - | \$ (18,699.43) | \$ 5,246.50  | \$ 0.00   |
| 12/8/2015  |             | \$ 15.00    | Prop Insp                  | 8/1/2013 | \$ 59,631.83 |      |      |               |      | \$ -        | \$ 292,519.20 | \$ - | \$ (18,699.43) | \$ 5,261.50  | \$ 0.00   |
| 12/22/2015 |             |             | HAZARD SFR DISBURSED       | 8/1/2013 | \$ 59,631.83 |      |      | \$ (4,916.00) |      | \$ -        | \$ 292,519.20 | \$ - | \$ (23,615.43) | \$ 5,261.50  | \$ 0.00   |
| 1/1/2016   | \$ 2,056.27 |             | Delinquent P&I Payment Due | 8/1/2013 | \$ 61,688.10 |      |      |               |      | \$ -        | \$ 292,519.20 | \$ - | \$ (23,615.43) | \$ 5,261.50  | \$ 0.00   |
| 1/6/2016   |             | \$ 15.00    | Prop Insp                  | 8/1/2013 | \$ 61,688.10 |      |      |               |      | \$ -        | \$ 292,519.20 | \$ - | \$ (23,615.43) | \$ 5,276.50  | \$ 0.00   |
| 2/1/2016   | \$ 2,056.27 |             | Delinquent P&I Payment Due | 8/1/2013 | \$ 63,744.37 |      |      |               |      | \$ -        | \$ 292,519.20 | \$ - | \$ (23,615.43) | \$ 5,276.50  | \$ 0.00   |
| 2/2/2016   |             | \$ 15.00    | Prop Insp                  | 8/1/2013 | \$ 63,744.37 |      |      |               |      | \$ -        | \$ 292,519.20 | \$ - | \$ (23,615.43) | \$ 5,291.50  | \$ 0.00   |
| 3/1/2016   | \$ 2,056.27 |             | Delinquent P&I Payment Due | 8/1/2013 | \$ 65,800.64 |      |      |               |      | \$ -        | \$ 292,519.20 | \$ - | \$ (23,615.43) | \$ 5,291.50  | \$ 0.00   |
| 3/1/2016   |             | \$ 15.00    | Prop Insp                  | 8/1/2013 | \$ 65,800.64 |      |      |               |      | \$ -        | \$ 292,519.20 | \$ - | \$ (23,615.43) | \$ 5,306.50  | \$ 0.00   |
| 3/29/2016  |             | \$ 15.00    | Prop Insp                  | 8/1/2013 | \$ 65,800.64 |      |      |               |      | \$ -        | \$ 292,519.20 | \$ - | \$ (23,615.43) | \$ 5,321.50  | \$ 0.00   |
| 3/30/2016  |             | \$ (15.00)  | Prop Insp                  | 8/1/2013 | \$ 65,800.64 |      |      |               |      | \$ -        | \$ 292,519.20 | \$ - | \$ (23,615.43) | \$ 5,306.50  | \$ 0.00   |
| 3/31/2016  |             | \$ (15.00)  | Prop Insp                  | 8/1/2013 | \$ 65,800.64 |      |      |               |      | \$ -        | \$ 292,519.20 | \$ - | \$ (23,615.43) | \$ 5,291.50  | \$ 0.00   |
| 4/1/2016   | \$ 2,056.27 |             | Delinquent P&I Payment Due | 8/1/2013 | \$ 67,856.91 |      |      |               |      | \$ -        | \$ 292,519.20 | \$ - | \$ (23,615.43) | \$ 5,291.50  | \$ 0.00   |
| 4/1/2016   |             | \$ (15.00)  | Prop Insp                  | 8/1/2013 | \$ 67,856.91 |      |      |               |      | \$ -        | \$ 292,519.20 | \$ - | \$ (23,615.43) | \$ 5,276.50  | \$ 0.00   |
| 4/14/2016  |             | \$ 15.00    | Prop Insp                  | 8/1/2013 | \$ 67,856.91 |      |      |               |      | \$ -        | \$ 292,519.20 | \$ - | \$ (23,615.43) | \$ 5,291.50  | \$ 0.00   |
| 5/1/2016   | \$ 2,056.27 |             | Delinquent P&I Payment Due | 8/1/2013 | \$ 69,913.18 |      |      |               |      | \$ -        | \$ 292,519.20 | \$ - | \$ (23,615.43) | \$ 5,291.50  | \$ 0.00   |
| 5/19/2016  |             | \$ 15.00    | Prop Insp                  | 8/1/2013 | \$ 69,913.18 |      |      |               |      | \$ -        | \$ 292,519.20 | \$ - | \$ (23,615.43) | \$ 5,306.50  | \$ 0.00   |
| 5/24/2016  |             | \$ 15.00    | PMT-MISC SUSP              | 8/1/2013 | \$ 69,913.18 | \$ - | \$ - | \$ -          | \$ - | \$ (15.00)  | \$ 292,519.20 | \$ - | \$ (23,615.43) | \$ 5,306.50  | \$ 15.00  |
| 6/1/2016   | \$ 2,056.27 |             | Delinquent P&I Payment Due | 8/1/2013 | \$ 71,969.45 |      |      |               |      | \$ -        | \$ 292,519.20 | \$ - | \$ (23,615.43) | \$ 5,306.50  | \$ 15.00  |
| 6/2/2016   |             | \$ (15.00)  | MISC SUSP DISB             | 8/1/2013 | \$ 71,969.45 | \$ - | \$ - | \$ -          | \$ - | \$ (15.00)  | \$ 292,519.20 | \$ - | \$ (23,615.43) | \$ 5,306.50  | \$ 0.00   |
| 6/10/2016  |             | \$ 15.00    | Prop Insp                  | 8/1/2013 | \$ 71,969.45 |      |      |               |      | \$ -        | \$ 292,519.20 | \$ - | \$ (23,615.43) | \$ 5,321.50  | \$ 0.00   |
| 7/1/2016   | \$ 2,056.27 |             | Delinquent P&I Payment Due | 8/1/2013 | \$ 74,025.72 |      |      |               |      | \$ -        | \$ 292,519.20 | \$ - | \$ (23,615.43) | \$ 5,321.50  | \$ 0.00   |
| 7/7/2016   |             | \$ 15.00    | Prop Insp                  | 8/1/2013 | \$ 74,025.72 |      |      |               |      | \$ -        | \$ 292,519.20 | \$ - | \$ (23,615.43) | \$ 5,336.50  | \$ 0.00   |
| 8/1/2016   | \$ 2,056.27 |             | Delinquent P&I Payment Due | 8/1/2013 | \$ 76,081.99 |      |      |               |      | \$ -        | \$ 292,519.20 | \$ - | \$ (23,615.43) | \$ 5,336.50  | \$ 0.00   |
| 8/3/2016   |             | \$ 15.00    | Prop Insp                  | 8/1/2013 | \$ 76,081.99 |      |      |               |      | \$ -        | \$ 292,519.20 | \$ - | \$ (23,615.43) | \$ 5,351.50  | \$ 0.00   |
| 8/29/2016  |             | \$ 15.00    | Prop Insp                  | 8/1/2013 | \$ 76,081.99 |      |      |               |      | \$ -        | \$ 292,519.20 | \$ - | \$ (23,615.43) | \$ 5,366.50  | \$ 0.00   |
| 8/30/2016  |             | \$ (15.00)  | Prop Insp                  | 8/1/2013 | \$ 76,081.99 |      |      |               |      | \$ -        | \$ 292,519.20 | \$ - | \$ (23,615.43) | \$ 5,351.50  | \$ 0.00   |
| 9/1/2016   | \$ 2,056.27 |             | Delinquent P&I Payment Due | 8/1/2013 | \$ 78,138.26 |      |      |               |      | \$ -        | \$ 292,519.20 | \$ - | \$ (23,615.43) | \$ 5,351.50  | \$ 0.00   |
| 9/1/2016   |             | \$ (15.00)  | Prop Insp                  | 8/1/2013 | \$ 78,138.26 |      |      |               |      | \$ -        | \$ 292,519.20 | \$ - | \$ (23,615.43) | \$ 5,336.50  | \$ 0.00   |
| 9/7/2016   |             | \$ (15.00)  | Prop Insp                  | 8/1/2013 | \$ 78,138.26 |      |      |               |      | \$ -        | \$ 292,519.20 | \$ - | \$ (23,615.43) | \$ 5,321.50  | \$ 0.00   |
| 9/13/2016  |             | \$ 1,505.00 | FC Fee                     | 8/1/2013 | \$ 78,138.26 |      |      |               |      | \$ -        | \$ 292,519.20 | \$ - | \$ (23,615.43) | \$ 6,826.50  | \$ 0.00   |
| 9/13/2016  |             | \$ 100.00   | FC Fee                     | 8/1/2013 | \$ 78,138.26 |      |      |               |      | \$ -        | \$ 292,519.20 | \$ - | \$ (23,615.43) | \$ 6,926.50  | \$ 0.00   |
| 9/13/2016  |             | \$ 25.00    | Filing Costs               | 8/1/2013 | \$ 78,138.26 |      |      |               |      | \$ -        | \$ 292,519.20 | \$ - | \$ (23,615.43) | \$ 6,951.50  | \$ 0.00   |
| 9/13/2016  |             | \$ 125.00   | SHERIFF COSTS              | 8/1/2013 | \$ 78,138.26 |      |      |               |      | \$ -        | \$ 292,519.20 | \$ - | \$ (23,615.43) | \$ 7,076.50  | \$ 0.00   |
| 9/26/2016  |             | \$ 15.00    | Prop Insp                  | 8/1/2013 | \$ 78,138.26 |      |      |               |      | \$ -        | \$ 292,519.20 | \$ - | \$ (23,615.43) | \$ 7,091.50  | \$ 0.00   |
| 10/1/2016  | \$ 2,056.27 |             | Delinquent P&I Payment Due | 8/1/2013 | \$ 80,194.53 |      |      |               |      | \$ -        | \$ 292,519.20 | \$ - | \$ (23,615.43) | \$ 7,091.50  | \$ 0.00   |
| 11/1/2016  | \$ 2,056.27 |             | Delinquent P&I Payment Due | 8/1/2013 | \$ 82,250.80 |      |      |               |      | \$ -        | \$ 292,519.20 | \$ - | \$ (23,615.43) | \$ 7,091.50  | \$ 0.00   |

|            |             |               |                            |          |               |  |                |      |               |      |                |              |         |
|------------|-------------|---------------|----------------------------|----------|---------------|--|----------------|------|---------------|------|----------------|--------------|---------|
| 12/1/2016  | \$ 2,056.27 |               | Delinquent P&I Payment Due | 8/1/2013 | \$ 84,307.07  |  |                | \$ - | \$ 292,519.20 | \$ - | \$ (23,615.43) | \$ 7,091.50  | \$ 0.00 |
| 12/7/2016  |             |               | COUNTY TAX DISBURSED       | 8/1/2013 | \$ 84,307.07  |  | \$ (9,603.23)  | \$ - | \$ 292,519.20 | \$ - | \$ (33,218.66) | \$ 7,091.50  | \$ 0.00 |
| 12/20/2016 |             |               | HAZARD SFR DISBURSED       | 8/1/2013 | \$ 84,307.07  |  | \$ (4,400.00)  | \$ - | \$ 292,519.20 | \$ - | \$ (37,618.66) | \$ 7,091.50  | \$ 0.00 |
| 1/1/2017   | \$ 2,056.27 |               | Delinquent P&I Payment Due | 8/1/2013 | \$ 86,363.34  |  |                | \$ - | \$ 292,519.20 | \$ - | \$ (37,618.66) | \$ 7,091.50  | \$ 0.00 |
| 2/1/2017   | \$ 2,056.27 |               | Delinquent P&I Payment Due | 8/1/2013 | \$ 88,419.61  |  |                | \$ - | \$ 292,519.20 | \$ - | \$ (37,618.66) | \$ 7,091.50  | \$ 0.00 |
| 3/1/2017   | \$ 2,056.27 |               | Delinquent P&I Payment Due | 8/1/2013 | \$ 90,475.88  |  |                | \$ - | \$ 292,519.20 | \$ - | \$ (37,618.66) | \$ 7,091.50  | \$ 0.00 |
| 4/1/2017   | \$ 2,056.27 |               | Delinquent P&I Payment Due | 8/1/2013 | \$ 92,532.15  |  |                | \$ - | \$ 292,519.20 | \$ - | \$ (37,618.66) | \$ 7,091.50  | \$ 0.00 |
| 5/1/2017   | \$ 2,056.27 |               | Delinquent P&I Payment Due | 8/1/2013 | \$ 94,588.42  |  |                | \$ - | \$ 292,519.20 | \$ - | \$ (37,618.66) | \$ 7,091.50  | \$ 0.00 |
| 6/1/2017   | \$ 2,056.27 |               | Delinquent P&I Payment Due | 8/1/2013 | \$ 96,644.69  |  |                | \$ - | \$ 292,519.20 | \$ - | \$ (37,618.66) | \$ 7,091.50  | \$ 0.00 |
| 7/1/2017   | \$ 2,056.27 |               | Delinquent P&I Payment Due | 8/1/2013 | \$ 98,700.96  |  |                | \$ - | \$ 292,519.20 | \$ - | \$ (37,618.66) | \$ 7,091.50  | \$ 0.00 |
| 8/1/2017   | \$ 2,056.27 |               | Delinquent P&I Payment Due | 8/1/2013 | \$ 100,757.23 |  |                | \$ - | \$ 292,519.20 | \$ - | \$ (37,618.66) | \$ 7,091.50  | \$ 0.00 |
| 9/1/2017   | \$ 2,056.27 |               | Delinquent P&I Payment Due | 8/1/2013 | \$ 102,813.50 |  |                | \$ - | \$ 292,519.20 | \$ - | \$ (37,618.66) | \$ 7,091.50  | \$ 0.00 |
| 10/1/2017  | \$ 2,056.27 |               | Delinquent P&I Payment Due | 8/1/2013 | \$ 104,869.77 |  |                | \$ - | \$ 292,519.20 | \$ - | \$ (37,618.66) | \$ 7,091.50  | \$ 0.00 |
| 10/11/2017 |             | \$ 15.00      | Prop Insp                  | 8/1/2013 | \$ 104,869.77 |  |                | \$ - | \$ 292,519.20 | \$ - | \$ (37,618.66) | \$ 7,106.50  | \$ 0.00 |
| 11/1/2017  | \$ 2,056.27 |               | Delinquent P&I Payment Due | 8/1/2013 | \$ 106,926.04 |  |                | \$ - | \$ 292,519.20 | \$ - | \$ (37,618.66) | \$ 7,106.50  | \$ 0.00 |
| 11/8/2017  |             | \$ 15.00      | Prop Insp                  | 8/1/2013 | \$ 106,926.04 |  |                | \$ - | \$ 292,519.20 | \$ - | \$ (37,618.66) | \$ 7,121.50  | \$ 0.00 |
| 11/17/2017 |             |               | ESCROW ADJ                 | 8/1/2013 | \$ 106,926.04 |  | \$ 37,618.66   | \$ - | \$ 292,519.20 | \$ - | \$ -           | \$ 7,121.50  | \$ 0.00 |
| 11/17/2017 |             |               | ESCROW ADJ                 | 8/1/2013 | \$ 106,926.04 |  | \$ (37,618.66) | \$ - | \$ 292,519.20 | \$ - | \$ (37,618.66) | \$ 7,121.50  | \$ 0.00 |
| 11/17/2017 |             | \$ 5,407.50   | FC Fee                     | 8/1/2013 | \$ 106,926.04 |  |                | \$ - | \$ 292,519.20 | \$ - | \$ (37,618.66) | \$ 12,529.00 | \$ 0.00 |
| 11/17/2017 |             | \$ (5,407.50) | FC Fee                     | 8/1/2013 | \$ 106,926.04 |  |                | \$ - | \$ 292,519.20 | \$ - | \$ (37,618.66) | \$ 7,121.50  | \$ 0.00 |
| 11/17/2017 |             | \$ 425.00     | Filing Costs               | 8/1/2013 | \$ 106,926.04 |  |                | \$ - | \$ 292,519.20 | \$ - | \$ (37,618.66) | \$ 7,546.50  | \$ 0.00 |
| 11/17/2017 |             | \$ (425.00)   | Filing Costs               | 8/1/2013 | \$ 106,926.04 |  |                | \$ - | \$ 292,519.20 | \$ - | \$ (37,618.66) | \$ 7,121.50  | \$ 0.00 |
| 11/17/2017 |             | \$ 459.00     | Prop Insp                  | 8/1/2013 | \$ 106,926.04 |  |                | \$ - | \$ 292,519.20 | \$ - | \$ (37,618.66) | \$ 7,580.50  | \$ 0.00 |
| 11/17/2017 |             | \$ (459.00)   | Prop Insp                  | 8/1/2013 | \$ 106,926.04 |  |                | \$ - | \$ 292,519.20 | \$ - | \$ (37,618.66) | \$ 7,121.50  | \$ 0.00 |
| 11/17/2017 |             | \$ 405.00     | Publication                | 8/1/2013 | \$ 106,926.04 |  |                | \$ - | \$ 292,519.20 | \$ - | \$ (37,618.66) | \$ 7,526.50  | \$ 0.00 |
| 11/17/2017 |             | \$ (405.00)   | Publication                | 8/1/2013 | \$ 106,926.04 |  |                | \$ - | \$ 292,519.20 | \$ - | \$ (37,618.66) | \$ 7,121.50  | \$ 0.00 |
| 11/17/2017 |             | \$ 125.00     | SHERIFF COSTS              | 8/1/2013 | \$ 106,926.04 |  |                | \$ - | \$ 292,519.20 | \$ - | \$ (37,618.66) | \$ 7,246.50  | \$ 0.00 |
| 11/17/2017 |             | \$ (125.00)   | SHERIFF COSTS              | 8/1/2013 | \$ 106,926.04 |  |                | \$ - | \$ 292,519.20 | \$ - | \$ (37,618.66) | \$ 7,121.50  | \$ 0.00 |
| 11/17/2017 |             | \$ 300.00     | Title Examintr             | 8/1/2013 | \$ 106,926.04 |  |                | \$ - | \$ 292,519.20 | \$ - | \$ (37,618.66) | \$ 7,421.50  | \$ 0.00 |
| 11/17/2017 |             | \$ (300.00)   | Title Examintr             | 8/1/2013 | \$ 106,926.04 |  |                | \$ - | \$ 292,519.20 | \$ - | \$ (37,618.66) | \$ 7,121.50  | \$ 0.00 |
| 11/28/2017 |             | \$ 60.00      | Locksmith                  | 8/1/2013 | \$ 106,926.04 |  |                | \$ - | \$ 292,519.20 | \$ - | \$ (37,618.66) | \$ 7,181.50  | \$ 0.00 |
| 11/28/2017 |             | \$ 30.00      | Locksmith                  | 8/1/2013 | \$ 106,926.04 |  |                | \$ - | \$ 292,519.20 | \$ - | \$ (37,618.66) | \$ 7,211.50  | \$ 0.00 |
| 12/1/2017  | \$ 2,056.27 |               | Delinquent P&I Payment Due | 8/1/2013 | \$ 108,982.31 |  |                | \$ - | \$ 292,519.20 | \$ - | \$ (37,618.66) | \$ 7,211.50  | \$ 0.00 |
| 12/1/2017  |             |               | COUNTY TAX DISBURSED       | 8/1/2013 | \$ 108,982.31 |  | \$ (9,582.62)  | \$ - | \$ 292,519.20 | \$ - | \$ (47,201.28) | \$ 7,211.50  | \$ 0.00 |
| 12/4/2017  |             | \$ 200.00     | Maint/Yard                 | 8/1/2013 | \$ 108,982.31 |  |                | \$ - | \$ 292,519.20 | \$ - | \$ (47,201.28) | \$ 7,411.50  | \$ 0.00 |
| 12/4/2017  |             | \$ 120.00     | Winterization              | 8/1/2013 | \$ 108,982.31 |  |                | \$ - | \$ 292,519.20 | \$ - | \$ (47,201.28) | \$ 7,531.50  | \$ 0.00 |
| 12/7/2017  |             | \$ 120.00     | Maint/Yard                 | 8/1/2013 | \$ 108,982.31 |  |                | \$ - | \$ 292,519.20 | \$ - | \$ (47,201.28) | \$ 7,651.50  | \$ 0.00 |
| 12/8/2017  |             | \$ 15.00      | Prop Insp                  | 8/1/2013 | \$ 108,982.31 |  |                | \$ - | \$ 292,519.20 | \$ - | \$ (47,201.28) | \$ 7,666.50  | \$ 0.00 |
| 12/19/2017 |             | \$ 60.00      | Repairs-MISC               | 8/1/2013 | \$ 108,982.31 |  |                | \$ - | \$ 292,519.20 | \$ - | \$ (47,201.28) | \$ 7,726.50  | \$ 0.00 |
| 12/21/2017 |             |               | HAZARD SFR DISBURSED       | 8/1/2013 | \$ 108,982.31 |  | \$ (4,700.00)  | \$ - | \$ 292,519.20 | \$ - | \$ (51,901.28) | \$ 7,726.50  | \$ 0.00 |
| 1/1/2018   | \$ 2,056.27 |               | Delinquent P&I Payment Due | 8/1/2013 | \$ 111,038.58 |  |                | \$ - | \$ 292,519.20 | \$ - | \$ (51,901.28) | \$ 7,726.50  | \$ 0.00 |
| 1/16/2018  |             | \$ 20.00      | Prop Insp                  | 8/1/2013 | \$ 111,038.58 |  |                | \$ - | \$ 292,519.20 | \$ - | \$ (51,901.28) | \$ 7,746.50  | \$ 0.00 |
| 2/1/2018   | \$ 2,056.27 |               | Delinquent P&I Payment Due | 8/1/2013 | \$ 113,094.85 |  |                | \$ - | \$ 292,519.20 | \$ - | \$ (51,901.28) | \$ 7,746.50  | \$ 0.00 |
| 2/5/2018   |             | \$ 20.00      | Prop Insp                  | 8/1/2013 | \$ 113,094.85 |  |                | \$ - | \$ 292,519.20 | \$ - | \$ (51,901.28) | \$ 7,766.50  | \$ 0.00 |
| 2/28/2018  |             | \$ 120.00     | Maint/Yard                 | 8/1/2013 | \$ 113,094.85 |  |                | \$ - | \$ 292,519.20 | \$ - | \$ (51,901.28) | \$ 7,886.50  | \$ 0.00 |
| 3/1/2018   | \$ 2,056.27 |               | Delinquent P&I Payment Due | 8/1/2013 | \$ 115,151.12 |  |                | \$ - | \$ 292,519.20 | \$ - | \$ (51,901.28) | \$ 7,886.50  | \$ 0.00 |
| 3/8/2018   |             | \$ 20.00      | Prop Insp                  | 8/1/2013 | \$ 115,151.12 |  |                | \$ - | \$ 292,519.20 | \$ - | \$ (51,901.28) | \$ 7,906.50  | \$ 0.00 |
| 4/1/2018   | \$ 2,056.27 |               | Delinquent P&I Payment Due | 8/1/2013 | \$ 117,207.39 |  |                | \$ - | \$ 292,519.20 | \$ - | \$ (51,901.28) | \$ 7,906.50  | \$ 0.00 |
| 4/4/2018   |             | \$ 20.00      | Prop Insp                  | 8/1/2013 | \$ 117,207.39 |  |                | \$ - | \$ 292,519.20 | \$ - | \$ (51,901.28) | \$ 7,926.50  | \$ 0.00 |
| 5/1/2018   | \$ 2,056.27 |               | Delinquent P&I Payment Due | 8/1/2013 | \$ 119,263.66 |  |                | \$ - | \$ 292,519.20 | \$ - | \$ (51,901.28) | \$ 7,926.50  | \$ 0.00 |
| 5/3/2018   |             | \$ 3,870.00   | FC Fee                     | 8/1/2013 | \$ 119,263.66 |  |                | \$ - | \$ 292,519.20 | \$ - | \$ (51,901.28) | \$ 11,796.50 | \$ 0.00 |
| 5/3/2018   |             | \$ 300.00     | Filing Costs               | 8/1/2013 | \$ 119,263.66 |  |                | \$ - | \$ 292,519.20 | \$ - | \$ (51,901.28) | \$ 12,096.50 | \$ 0.00 |
| 5/3/2018   |             | \$ 31.74      | Filing Costs               | 8/1/2013 | \$ 119,263.66 |  |                | \$ - | \$ 292,519.20 | \$ - | \$ (51,901.28) | \$ 12,128.24 | \$ 0.00 |
| 5/3/2018   |             | \$ 50.00      | Filing Costs               | 8/1/2013 | \$ 119,263.66 |  |                | \$ - | \$ 292,519.20 | \$ - | \$ (51,901.28) | \$ 12,178.24 | \$ 0.00 |
| 5/7/2018   |             | \$ 120.00     | Maint/Yard                 | 8/1/2013 | \$ 119,263.66 |  |                | \$ - | \$ 292,519.20 | \$ - | \$ (51,901.28) | \$ 12,298.24 | \$ 0.00 |
| 6/1/2018   | \$ 2,056.27 |               | Delinquent P&I Payment Due | 8/1/2013 | \$ 121,319.93 |  |                | \$ - | \$ 292,519.20 | \$ - | \$ (51,901.28) | \$ 12,298.24 | \$ 0.00 |
| 7/1/2018   | \$ 2,056.27 |               | Delinquent P&I Payment Due | 8/1/2013 | \$ 123,376.20 |  |                | \$ - | \$ 292,519.20 | \$ - | \$ (51,901.28) | \$ 12,298.24 | \$ 0.00 |
| 8/1/2018   | \$ 2,056.27 |               | Delinquent P&I Payment Due | 8/1/2013 | \$ 125,432.47 |  |                | \$ - | \$ 292,519.20 | \$ - | \$ (51,901.28) | \$ 12,298.24 | \$ 0.00 |
| 8/15/2018  |             | \$ 15.00      | Prop Insp                  | 8/1/2013 | \$ 125,432.47 |  |                | \$ - | \$ 292,519.20 | \$ - | \$ (51,901.28) | \$ 12,313.24 | \$ 0.00 |
| 9/1/2018   | \$ 2,056.27 |               | Delinquent P&I Payment Due | 8/1/2013 | \$ 127,488.74 |  |                | \$ - | \$ 292,519.20 | \$ - | \$ (51,901.28) | \$ 12,313.24 | \$ 0.00 |
| 10/1/2018  | \$ 2,056.27 |               | Delinquent P&I Payment Due | 8/1/2013 | \$ 129,545.01 |  |                | \$ - | \$ 292,519.20 | \$ - | \$ (51,901.28) | \$ 12,313.24 | \$ 0.00 |

[illegible]

Steven G. Mikell, Attorney at Law  
310 West Pine Street  
Florence, SC 29501

After Recording Return To:  
Bank of America, N.A.  
9000 Southside Blvd, Bldg 700 [CONSTRUCTION]  
Jacksonville, FL 32256-0000

Prepared By:  
Robertson & Anschutz, P.C.  
10333 Richmond Avenue, Suite 550  
Houston, TX 77042

2005 MAR -4 A 3 49  
CORRECTION  
CCCP & GS  
FLORENCE COUNTY SC

## MORTGAGE

Loan No. [REDACTED]

### DEFINITIONS

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

- (A) "Security Instrument" means this document, which is dated **February 23, 2005**, together with all Riders to this document.
- (B) "Borrower" is **Barbara A. Gibbs, an unmarried person**. Borrower is the mortgagor under this Security Instrument.
- (C) "Lender" is **Bank of America, N.A.**. Lender is a **national association** organized and existing under the laws of the **United States of America**. Lender's address is **P.O. Box 9000, Getzville, NY 14068-9000**. Lender is the mortgagee under this Security Instrument.
- (D) "Note" means the promissory note signed by Borrower and dated **February 23, 2005**. The Note states that Borrower owes Lender **Three Hundred Twenty Nine Thousand Six Hundred and no/100 Dollars (U.S. \$329,600.00)** plus interest. Borrower has promised to pay this debt in regular Periodic Payments and to pay the debt in full not later than **December 1, 2035**.
- (E) "Property" means the property that is described below under the heading "Transfer of Rights in the Property."
- (F) "Loan" means the debt evidenced by the Note, plus interest, any prepayment charges and late charges due under the Note, and all sums due under this Security Instrument, plus interest.
- (G) "Riders" means all riders to this Security Instrument that are executed by Borrower. The following riders are to be executed by Borrower [check box as applicable]:

- |                                                 |                                                         |                                                             |
|-------------------------------------------------|---------------------------------------------------------|-------------------------------------------------------------|
| <input type="checkbox"/> Adjustable Rate Rider  | <input type="checkbox"/> Condominium Rider              | <input checked="" type="checkbox"/> Second Home Rider       |
| <input type="checkbox"/> Balloon Rider          | <input type="checkbox"/> Planned Unit Development Rider | <input type="checkbox"/> Biweekly Payment Rider             |
| <input type="checkbox"/> Rate Improvement Rider | <input type="checkbox"/> Addendum to ARM Rider          | <input checked="" type="checkbox"/> Construction Loan Rider |
| <input type="checkbox"/> 1-4 Family Rider       | <input type="checkbox"/> Revocable Trust Rider          | <input type="checkbox"/> Subordinate Lien Rider             |
| <input type="checkbox"/>                        |                                                         |                                                             |

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

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

(J) "Electronic Funds Transfer" means any transfer of funds, other than a transaction originated by check, draft, or similar paper instrument, which is initiated through an electronic terminal, telephonic instrument,

computer, or magnetic tape so as to order, instruct, or authorize a financial institution to debit or credit an account. Such term includes, but is not limited to, point-of-sale transfers, automated teller machine transactions, transfers initiated by telephone, wire transfers, and automated clearinghouse transfers.

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

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

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

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

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

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

#### TRANSFER OF RIGHTS IN THE PROPERTY

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

**SEE EXHIBIT 'A' LEGAL DESCRIPTION ATTACHED HERETO AND MADE A PART  
HEREOF FOR ALL PURPOSES.**

which currently has the address of 4257 Monterey Drive, Florence, SC 29501 ("Property Address"):

TO HAVE AND TO HOLD this property unto Lender and Lender's successors and assigns, forever, together with all the improvements now or hereafter erected on the property, and all easements, appurtenances, and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property".

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

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

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

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

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

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

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

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

**3. Funds for Escrow Items.** Borrower shall pay to Lender on the day Periodic Payments are due under the Note, until the Note is paid in full, a sum (the "Funds") to provide for payment of amounts due for: (a) taxes and assessments and other items which can attain priority over this Security Instrument as a lien or encumbrance on the Property; (b) leasehold payments or ground rents on the Property, if any; (c) premiums for any and all insurance required by Lender under Section 5; and (d) Mortgage Insurance premiums, if any, or any sums payable by Borrower to Lender in lieu of the payment of Mortgage Insurance premiums in accordance with the provisions of Section 10. These items are called "Escrow Items." At origination or at any time during the term of the Loan, Lender may require that Community Association Dues, Fees, and Assessments, if any, be escrowed by Borrower, and such dues, fees, and assessments shall be an Escrow Item. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this Section. Borrower shall pay Lender the Funds for Escrow Items unless Lender waives Borrower's obligation to pay the Funds for any or all Escrow Items. Lender may waive Borrower's obligation to pay to Lender Funds for any or all Escrow Items at any time. Any such waiver may only be in writing. In the event of such waiver, Borrower

shall pay directly, when and where payable, the amounts due for any Escrow Items for which payment of Funds has been waived by Lender and, if Lender requires, shall furnish to Lender receipts evidencing such payment within such time period as Lender may require. Borrower's obligation to make such payments and to provide receipts shall for all purposes be deemed to be a covenant and agreement contained in this Security Instrument, as the phrase "covenant and agreement" is used in Section 9. If Borrower is obligated to pay Escrow Items directly, pursuant to a waiver, and Borrower fails to pay the amount due for an Escrow Item, Lender may exercise its rights under Section 9 and pay such amount and Borrower shall then be obligated under Section 9 to repay to Lender any such amount. Lender may revoke the waiver as to any or all Escrow Items at any time by a notice given in accordance with Section 15 and, upon such revocation, Borrower shall pay to Lender all Funds, and in such amounts, that are then required under this Section 3.

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

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

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

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

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

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

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

**5. Property Insurance.** Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage," and any other

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

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

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

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

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

may use the insurance proceeds either to repair or restore the Property or to pay amounts unpaid under the Note or this Security Instrument, whether or not then due.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

If the Property is damaged, such Miscellaneous Proceeds shall be applied to restoration or repair of the Property, if the restoration or repair is economically feasible and Lender's security is not lessened. During such repair and restoration period, Lender shall have the right to hold such Miscellaneous Proceeds until Lender has had an opportunity to inspect such Property to ensure the work has been completed to Lender's satisfaction, provided that such inspection shall be undertaken promptly. Lender may pay for the repairs and restoration in a single disbursement or in a series of progress payments as the work is completed. Unless an

agreement is made in writing or Applicable Law requires interest to be paid on such Miscellaneous Proceeds, Lender shall not be required to pay Borrower any interest or earnings on such Miscellaneous Proceeds. If the restoration or repair is not economically feasible or Lender's security would be lessened, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower. Such Miscellaneous Proceeds shall be applied in the order provided for in Section 2.

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

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

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

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

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

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

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

**13. Joint and Several Liability; Co-signers; Successors and Assigns Bound.** Borrower covenants and agrees that Borrower's obligations and liability shall be joint and several. However, any Borrower who co-signs

this Security Instrument but does not execute the Note (a "co-signer"): (a) is co-signing this Security Instrument only to mortgage, grant and convey the co-signer's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower can agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without the co-signer's consent.

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

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

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

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

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

As used in this Security Instrument: (a) words of the masculine gender shall mean and include corresponding neuter words or words of the feminine gender; (b) words in the singular shall mean and include

the plural and vice versa; and (c) the word "may" gives sole discretion without any obligation to take any action.

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

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

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

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

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

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

Neither Borrower nor Lender may commence, join, or be joined to any judicial action (as either an individual litigant or the member of a class) that arises from the other party's actions pursuant to this Security Instrument or that alleges that the other party has breached any provision of, or any duty owed by reason of, this Security Instrument, until such Borrower or Lender has notified the other party (with such notice given in compliance with the requirements of Section 15) of such alleged breach and afforded the other party hereto

a reasonable period after the giving of such notice to take corrective action. If Applicable Law provides a time period which must elapse before certain action can be taken, that time period will be deemed to be reasonable for purposes of this paragraph. The notice of acceleration and opportunity to cure given to Borrower pursuant to Section 22 and the notice of acceleration given to Borrower pursuant to Section 18 shall be deemed to satisfy the notice and opportunity to take corrective action provisions of this Section 20.

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

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

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

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

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

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

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

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

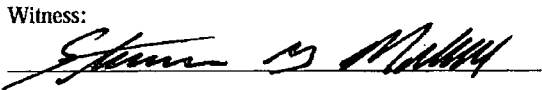
**26. Future Advances.** The lien of this Security Instrument shall secure the existing indebtedness under the Note and any future advances made under this Security Instrument up to 150% of the original principal amount of the Note plus interest thereon, attorneys' fees and court costs.

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

 (Seal) \_\_\_\_\_ (Seal)  
Barbara A. Gibbs -Borrower -Borrower

\_\_\_\_\_(Seal) \_\_\_\_\_(Seal)  
-Borrower -Borrower

Witness: 

Witness: 

STATE OF SOUTH CAROLINA, Florence County ss:

Personally appeared before me Theresa G. Odom (first witness)  
and made oath that he/she saw the within named Barbara A. Gibbs, an unmarried person (Borrower(s)) sign,  
seal, and as his/her/their act and deed, deliver the within written Mortgage, and that he/she, with  
Steven G. McKell (second witness), witnessed the execution thereof.

  
First Witness

Sworn before me this 23 day of February, 2005

My Commission expires:  
(Seal)

1/12/15

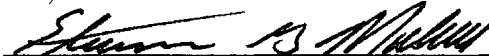
  
Notary Public for South Carolina

EXHIBIT "A"

All that certain piece, parcel or tract of land in the County of Florence, State of South Carolina, containing 0.65 acres, more or less, designated as Lot 18 of Westbrook Subdivision, Phase IV, as shown on a map of Westbrook Subdivision, Phase IV, prepared by David A. Nesbitt, R.L.S., dated February 29, 2000, a copy of which is recorded in the office of the Clerk of Court for Florence County in Plat Book 73 at page 402. Said lot of land is more particularly bounded according to said plat as follows: North by Traces Golf Course as shown on the aforesaid plat for a distance of 176.98 feet; East by Lot 17 as shown on the aforesaid plat for a distance of 225.47 feet; South by Monterey Drive for as shown on the aforesaid plat for a total distance of 98.38 feet; and West by Lot 19 as shown on the aforesaid plat for a distance of 209.02 feet.

This being the same property conveyed to Barbara A. Gibbs by deed of West Florence Investment Group, recorded September 19, 2003, in Book A782 at page 273, in the office of the Clerk of Court for Florence County.

TMS# 

4257 Monterey Dr., Florence, SC 29501

Loan No. [REDACTED]

## SECOND HOME RIDER

THIS SECOND HOME RIDER is made this **twenty-third** day of **February, 2005**, and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust, or Security Deed (the "Security Instrument") of the same date given by the undersigned (the "Borrower," whether there are one or more persons undersigned) to secure Borrower's Note to Bank of America, N.A. (the "Lender") of the same date and covering the Property described in the Security Instrument (the "Property"), which is located at:

**4257 Monterey Drive**  
**Florence, SC 29501**  
[Property Address]

In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree that Sections 6 and 8 of the Security Instrument are deleted and are replaced by the following:

**6. Occupancy.** Borrower shall occupy, and shall only use, the Property as Borrower's second home. Borrower shall keep the Property available for Borrower's exclusive use and enjoyment at all times, and shall not subject the Property to any timesharing or other shared ownership arrangement or to any rental pool or agreement that requires Borrower either to rent the Property or give a management firm or any other person any control over the occupancy or use of the Property.

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

Loan No. [REDACTED]

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Second Home Rider.

*Barbara A. Gibbs*

Barbara A. Gibbs

(Seal)

-Borrower

(Seal)

-Borrower

(Seal)

-Borrower

(Seal)

-Borrower

Loan No. [REDACTED]

## **CONSTRUCTION LOAN RIDER TO SECURITY INSTRUMENT**

THIS CONSTRUCTION LOAN RIDER TO SECURITY INSTRUMENT (this "Rider") is made this ~~twenty-third~~ day of February, 2005, and amends the Mortgage, Deed of Trust or Security Deed (the "Security Instrument") of the same date given by the undersigned (the "Borrower") to secure Borrower's Note (the "Note") to Bank of America, N.A. (the "Lender") of the same date and covering the property described in the Security Instrument (the "Property") and located at: 4257 Monterey Drive, Florence, SC 29501.

### **ADDITIONAL COVENANTS**

In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree as follows:

Terms defined in the Note shall have the same meaning in this Rider to the Security Instrument.

#### **A. INCORPORATION OF RESIDENTIAL CONSTRUCTION LOAN AGREEMENT**

Lender and Borrower entered into a Residential Construction Loan Agreement (the "Agreement") of even date herewith. The Agreement is incorporated herein by reference. A default under the terms of the Agreement shall constitute a default under the terms of the Security Instrument.

#### **B. CONSTRUCTION MORTGAGE**

The Security Instrument is securing the obligation for the cost of construction of certain improvements on the Property. The Security Instrument is a "Construction Mortgage" under the Uniform Commercial Code as adopted and applied in the state where the Property is situated. It is understood and agreed that funds to be advanced under the Note are to be used in the construction of certain improvements on the Property in accordance with the Agreement.

#### **C. FUTURE ADVANCES**

The Security Instrument is given to secure future obligations under the Note. The face amount of obligations evidenced by the Note and secured hereunder is \$ 415,000.00 and the maximum amount, including present as well as future advances evidenced by the Note, which Lender shall be obligated to advance, shall not exceed the face amount of the Note; provided however, the said maximum amount may be increased by such additional amounts as may be advanced, by Lender pursuant to the Security Instrument and all such additional amounts shall be deemed necessary expenditures for the protection of the security in accordance with and to the extent allowed by applicable law.

#### **D. WAIVER OF CERTAIN NOTICES DURING CONSTRUCTION**

Notwithstanding the 30 day written notice and right to cure provisions contained in Section 22 of the Security Instrument, prior to the Rollover Date (or agreed written extension thereof), the Borrower, as well as all sureties, guarantors and endorsers of said Note severally waive all notices, demands, presentments for payment, notices of non-payment, notices of intention to accelerate the maturity, notices of acceleration, notices of dishonor, protest and notice of protest, diligence in collecting or bringing suit as to the Note and as to each, every and all installments thereof and all obligations thereunder and against any party thereto and to the application of any payment on said obligation, or as an offset thereto, and agree to all extensions, renewals, partial payments, substitutions or evidence of indebtedness and the taking, release or substitution of all or any part of the herein described security or the release of any party liable thereon with or without notice before or after maturity.

#### **E. SECURITY AGREEMENT**

Loan No. [REDACTED]

Without limiting any of the provisions of the Security Instrument, Borrower, as Debtor (and being referred to in this paragraph as "Debtor," whether one or more), expressly GRANTS unto Lender, as Secured Party (and being referred to in this paragraph as "Secured Party," whether one or more), a security interest in the following described property (including both those now and those hereafter existing). The definition of Property is hereby expanded to include:

(1) All fixtures, furnishings, equipment, building material and machinery now or hereafter located in, on, or used or intended to be used in connection with the Property, including without limitation: doors, partitions; window and floor coverings; apparatus, material, or equipment for supplying, holding, or distributing heating, cooling, electricity, gas, water, air, and lighting; security, access control, and fire prevention and extinguishing apparatus, material, or equipment; bathroom and kitchen fixtures; cabinetry; and landscaping. (2) All proceeds or sums payable in lieu of or as compensation for the loss of or damage to the Property and the fixtures and personal property, and all rights in and to all present and future fire and hazard insurance policies. (3) All proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking, in whole or in part, of the Property, or for conveyance in lieu thereof.

**F. DEFAULT**

Covenants contained in Section Nos. 18, 19, and 22 of the Security Instrument are hereby suspended during the continuance of this Rider only, and the following substituted in lieu thereof:

In the event any of the following events or conditions occur or exist, each such event or condition shall be a default hereunder entitling Lender to declare the entire indebtedness hereby secured immediately due and payable:

- (1) Any lien, inferior or superior to the lien of this Security Instrument, is created, permitted or filed against the Property, or any portion thereof, without Lender's prior written consent, except current ad valorem taxes which are not then due and payable.
- (2) The sale, assignment or other transfer, voluntarily or involuntarily, of all or a part of Borrower's ownership interest in the Property, or any portion thereof, directly or indirectly, is made without Lender's prior written consent.
- (3) Borrower fails to comply with the terms and conditions of the Note, the Security Instrument or the Agreement.

Upon default, Lender, at its option, may require immediate payment in full of all sums secured by the Security Instrument without demand and may invoke the power of sale and any other remedies permitted by applicable law. However, this option to require immediate payment in full shall not be exercised if such exercise is prohibited by applicable law. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in the Security Instrument including, but not limited to, reasonable attorney's fees and costs of title evidence.

Upon the termination of the provisions of this Rider as set forth below, Covenants contained in Section Nos. 18, 19, and 22 of the Security Instrument shall be reinstated so that they shall then be in full force and effect.

**G. TERMINATION OF CONSTRUCTION LOAN RIDER**

So long as Borrower is not in default under the terms of the Note, the Agreement, or the Security Instrument, and so long as Borrower has completed the improvements described in the Agreement, this Rider shall terminate on the Rollover Date as defined in the Construction Loan Addendum to Note, and shall thereafter no longer be in effect.

Loan No. [REDACTED]

By signing below, Borrower accepts and agrees to the terms and covenants contained in this Construction Loan Rider to Security Instrument and Security Agreement.

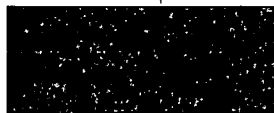
Barbara A. Gibbs 2/23/05  
Barbara A. Gibbs Date

Date

Date

Date

Debtor's Mailing Address:  
12401 Venice Place  
Silver Spring, MD 20904



(Page 31 of 35)

Recording Requested By:  
Bank of America  
When recorded mail to:  
Bank of America, N.A.  
Document Processing Mail Code:TX2-979-01-  
19 Attn:Assignment Unit  
4500 Amon Carter Blvd.  
Fort Worth, TX 76155

Property Address:  
4257 MONTEREY DR  
FLORENCE, SC 29501

SC0-AM 1/2/2013

2013 JAN 14 AM 9:16

CONNIE REED-SHEARIN  
CCCP & GS  
FLORENCE COUNTY, SC

This space for Recorder's use

### ASSIGNMENT OF MORTGAGE

For Value Received, the undersigned holder of a Mortgage (herein "Assignor") whose address is 1800 TAPO CANYON ROAD, SIMI VALLEY, CA 93063 does hereby grant, sell, assign, transfer and convey unto NATIONSTAR MORTGAGE LLC whose address is 350 HIGHLAND DRIVE, LEWISVILLE, TEXAS 75067 all beneficial interest under that certain Mortgage described below together with the note(s) and obligations therein described and the money due and to become due thereon with interest and all rights accrued or to accrue under said Mortgage.

Original Lender: BANK OF AMERICA, N.A.  
Original Borrower(s): BARBARA A. GIBBS, AN UNMARRIED PERSON  
Date of Mortgage: 2/23/2005  
Original Loan Amount: \$329,599.00

Recorded in Florence County, SC on: 3/4/2005, book A 909, page 1711 and instrument number

IN WITNESS WHEREOF, the undersigned has caused this Assignment of Mortgage to be executed on.

Dated: 1-3-13

BANK OF AMERICA, N.A.

By:

*Yolanda Rodriguez*  
Yolanda Rodriguez  
Assistant Vice President

Witness: *Wisa NIX*

Witness: *Cynthia Romo*

State of California  
County of Ventura

On JAN 03 2013 before me, J. Castaneda, Notary Public, personally appeared YOLANDA RODRIGUEZ

, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity (ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

*J. Castaneda*  
Notary Public: J. Castaneda  
My Commission Expires: 01-17-15



(Seal)

**LBAC LOANID:**



**iSERIES LOANID:**



**BORROWER:** GIBBS

**ADDRESS:** 4257 MONTEREY DR

**CITY:** FLORENCE

**STATE:** SC

**ZIP:** 29501

ORIGINAL

Loan No.: [REDACTED]

## NOTE

February 23, 2005

Florence, South Carolina

4257 Monterey Drive  
 Florence, SC 29501  
 [Property Address]

1. **BORROWER'S PROMISE TO PAY**

In return for a loan that I have received, I promise to pay U.S. \$329,600.00 (this amount is called "Principal"), plus interest, to the order of the Lender. The Lender is Bank of America, N.A.. I will make all payments under this Note in the form of cash, check or money order.

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

2. **INTEREST**

Interest will be charged on unpaid principal until the full amount of Principal has been paid. I will pay interest at a yearly rate of 6.375%.

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

3. **PAYMENTS**(A) **Time and Place of Payments**

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

I will make my monthly payment on the first day of each month beginning on January 1, 2006. I will make these payments every month until I have paid all of the principal and interest and any other charges described below that I may owe under this Note. Each monthly payment will be applied as of its scheduled due date and will be applied to interest before Principal. If, on December 1, 2035, I still owe amounts under this Note, I will pay those amounts in full on that date, which is called the "Maturity Date".

I will make my monthly payments at

Bank of America, N.A.  
 P.O. Box 17404  
 Baltimore, MD 21297-1404

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

(B) **Amount of Monthly Payments**

My monthly payment will be in the amount of U.S. \$2,056.28.

4. **BORROWER'S RIGHT TO PREPAY**

I have the right to make payments of Principal at any time before they are due. A payment of Principal only is known as a "Prepayment". When I make a Prepayment, I will tell the Note Holder in writing that I am doing so. I may not designate a payment as a Prepayment if I have not made all the monthly payments due under the Note.

I may make a full Prepayment or partial Prepayments without paying a Prepayment charge. The Note Holder will use my Prepayments to reduce the amount of Principal that I owe under this Note. However, the Note Holder may apply my Prepayment to the accrued and unpaid interest on the Prepayment amount, before applying my Prepayment to reduce the Principal amount of the Note. If I make a partial Prepayment, there will be no changes in the due date or in the amount of my monthly payment unless the Note Holder agrees in writing to those changes.

5. **LOAN CHARGES**

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

6. **BORROWER'S FAILURE TO PAY AS REQUIRED**

Loan No.: [REDACTED]

**(A) Late Charge for Overdue Payments**

If the Note Holder has not received the full amount of any monthly payment by the end of Fifteen calendar days after the date it is due, I will pay a late charge to the Note Holder. The amount of the charge will be 5.000% of my overdue payment of principal and interest. I will pay this late charge promptly but only once on each late payment.

**(B) Default**

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

**(C) Notice of Default**

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

**(D) No Waiver By Note Holder**

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

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

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

**7. GIVING OF NOTICES**

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

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

**8. OBLIGATIONS OF PERSONS UNDER THIS NOTE**

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

**9. WAIVERS**

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

**10. UNIFORM SECURED NOTE**

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

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

Loan No. [REDACTED]

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

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

Barbara A. Gibbs (Seal)  
Barbara A. Gibbs Borrower

Social Security Number

[REDACTED] (Seal)  
Borrower

Social Security Number

\_\_\_\_ (Seal)  
Borrower

Social Security Number

\_\_\_\_ (Seal)  
Borrower

Social Security Number

[Sign Original Only]

PAY TO THE ORDER OF

\_\_\_\_\_  
WITHOUT RECOURSE  
BANK OF AMERICA, N.A.

BY: Christina M. Schmitt  
CHRISTINA M. SCHMITT  
ASSISTANT VICE PRESIDENT

Loan No. [REDACTED]

## CONSTRUCTION LOAN ADDENDUM TO NOTE

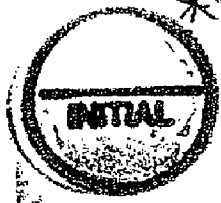
THIS CONSTRUCTION LOAN ADDENDUM ("Addendum") is made this twenty-third day of February, 2005 and is incorporated into and shall be deemed to amend and supplement the Note (the "Note") of the same date given by the undersigned (the "Borrower") to Bank of America, N.A. (the "Lender") in the amount of \$329,600.00 Dollars.

Terms defined in the Note shall have the same meaning in this Addendum.

In addition to the covenants and agreements made in the Note, Borrower and Lender agree as follows:

As a benefit to the Borrower, this Note is for a combined construction and permanent loan. This Note shall be entitled to the benefits of the terms and conditions of the Residential Construction Loan Agreement of even date herewith (the "Loan Agreement"), which Agreement provides for periodic advances of the principal amount of the Note for the purpose of constructing or renovating a residence on the real property securing the Note. Borrower acknowledges that during this construction phase, Borrower will have an Adjustable Interest Rate as defined below. Borrower also acknowledges there is a prepayment penalty associated with the loan during this phase.

- A. **INTEREST RATE DURING CONSTRUCTION LOAN PHASE.** The term "Construction Loan Phase" as used herein shall mean the time period beginning with the initial advance of loan proceeds whether at loan closing or later and ending on December 1, 2005 (the "Rollover Date"). Notwithstanding the provisions of the Note Borrower shall make monthly payments of interest only, as billed by Lender. The interest on the sums disbursed and outstanding from time to time, during the Construction Loan Phase shall accrue at the rate stated below:



At a varying rate per annum (the "Rate") equal to \*1.5 percent plus the Prime Commercial Lending Rate (the "Index") as such rate exists daily (the "Applicable Rate"). Interest shall be calculated daily on the outstanding principal balance and the interest rate shall change as and when said Prime Commercial Lending Rate changes. The interest rate shall not exceed an annualized rate of eighteen percent (18%) or applicable usury ceiling, whichever is lower.

The Index shall mean the base interest rate on corporate loans posted by at least 75% of the thirty largest U.S. Banks as reported daily in The Wall Street Journal, New York edition and is not the best index or rate Lender uses to make loans.

Notwithstanding the foregoing, if such base interest rate ceases to be announced or published by The Wall Street Journal, then, in such event, Lender shall select an alternate but similar index and advise Borrower in writing of such selection.

During the Construction Loan Phase interest shall accrue and be calculated on a 365 day annual basis by computing a daily amount of interest for a 365 day year and multiplying that amount by the number of days in each interest calculation period.

All interest accrued during the Construction Loan Phase shall be due and payable in full on the Rollover Date.

- B. **[ X ] CONSTRUCTION LOAN PHASE PREPAYMENT.** You have the right to make nonscheduled payments of principal at any time before they are due. This payment of principal is known as a "prepayment." A prepayment of the entire unpaid principal is known as a "full payment." Any amount prepaid that is less than the entire unpaid principal is known as a "partial prepayment." Any amount of the loan proceeds not disbursed as agreed is known as "underdisbursement." During the Construction Loan Phase and prior to the Rollover Date, you may prepay up to 40% of the original principal amount of the loan without a prepayment charge. If you prepay an amount in excess of 40%, you will be required to pay a fee equal to 2% of the original principal amount of the loan. In addition, if the total loan proceeds disbursed during the Construction Loan Phase is less than 60% of the original face amount of the Note, you will be required to pay a prepayment fee equal to 2% of the original face amount of the Loan. The 2% fee shall also be payable if by the combination of a partial prepayment and underdisbursement of loan proceeds, the principal balance at Rollover Date is less than 60% of the original face amount of the Note.

Loan No. [REDACTED]

C. **WAIVERS BY BORROWER.** To the extent allowed by law and notwithstanding any other provision in the Note, the Security Instrument of even date and the Residential Construction Loan Agreement (the "Loan Documents") to the contrary, Borrower and any other person who has obligations under the Note, jointly and severally waive notice of default and presentment, notice of dishonor, and notice of intention to accelerate the maturity of the Note, and notice of acceleration of the Note; further, Borrower and all Guarantors, if any, agree to all extensions of time for payment under the Note, renewals of the Note including changing the terms thereof, acceptance by the Lender of partial payments on the Note, and releases of liability as to certain parties obligated under the Loan Documents, and partial or full releases of property securing said Note.

D. **LENDER'S REMEDIES UPON DEFAULT.**

1. **Acceleration of Maturity of Note.** Upon any monetary or non-monetary default by Borrower of any provision of the Loan Documents, Lender may declare the unpaid principal of the Note and all accrued interest thereon immediately due and payable. Lender's right to accelerate the maturity of the Note as to any subsequent default shall not be impaired or waived by any election by Lender not to exercise it upon a default by Borrower.
2. **Right of Offset.** Upon any monetary default by Borrower, Lender shall have in addition to all other remedies the remedy of offset to the extent of monies owed to Borrower or Guarantors, if any, herein as against Lender's obligations to such Borrower or Guarantors.

E. **PERMANENT PHASE INTEREST RATE.** Borrower's permanent phase interest rate effective on Rollover Date will be as stated or determined below:

1. [N/A] Notwithstanding the rate of interest stated in Section 2 of the Note, (the "Face Rate"), if on the date 45 days prior to the Construction Completion Date the prevailing market rate of interest offered by Lender for 60-day lock-ins for the loan type with terms comparable to those contained in the Note (the "Market Rate") taking any and all previously paid fees and/or discount points into account, is less than the Face Rate, then the Note will be modified to the lower Market Rate. Any such change in the interest rate shall be evidenced by written modification agreement between Borrower and Lender and such agreement (if applicable) shall also reflect changes to other Note terms as required; or
2. [X] The Note rate shall be the Face Rate as stated and/or calculated therein.

F. **OPTION TO MODIFY ADJUSTABLE RATE NOTE TO FIXED RATE TERMS DURING CONSTRUCTION LOAN PHASE.**

[N/A] If checked, Borrower shall have the right to modify the Permanent Phase of the loan from one with an adjustable rate of interest as set forth in the Note to one with a fixed rate of interest equal to the interest rate Lender is offering for 60 day lock-ins for mortgage loans with comparable terms, 45 days prior to the Construction Completion Date taking into account any and all previously paid fees and/or discount points, provided such rate is equal to or less than the Face Rate, and provided the following conditions are adhered to:

1. Borrower must not be in default under the Note, the Security Instrument or the Residential Construction Loan Agreement.
2. Borrower pays a non-refundable \$250.00 rollover modification option fee at closing.
3. The loan term for the Permanent Loan Phase must remain the same.
4. The improvements to the subject property must be completed by the original Construction Completion Date November 23, 2005.
5. In the event there is no comparable rate for the loan discount paid at closing, when it is time to determine the fixed rate of interest for the Permanent Loan Phase of your Loan you will receive the next highest rate with a curtailment to the principal balance for the unused discount points paid, if any. You may not buy down the rate any further.

The Modification Agreement prepared for execution by Borrower and Lender will specify the new monthly payment amount of principal and interest necessary to amortize the loan to date of maturity. The new monthly payment will be first due on the first day of the second month after the date of modification.

Loan No. [REDACTED]

**G. LATE OR EARLY COMPLETION OF CONSTRUCTION.** The Construction Completion Date is November 23, 2005.

1. **Late Completion.** Failure to complete construction of the Residence as described in the Residential Construction Loan Agreement by the Construction Completion Date November 23, 2005 shall constitute an event of default hereunder, under the Security Instrument and under the Loan Agreement. Provided, however, so long as there exists no other event of default and on a one time basis only, Lender in its sole discretion may elect to extend the Construction Completion Date and Rollover Date one or more periods of 30 days each up to a maximum of 120 days to facilitate the completion of construction. In the event Lender makes such election to extend, Borrower shall be required to pay Lender an extension fee equal to the lesser of \$500.00 or one quarter of one percent (.25%) of the original principal amount of the Note. Should Lender elect to extend the Construction Completion Date and Rollover Date, Borrower may pay a fee for interest rate protection commensurate with the time of extension granted prior to the expiration of the original Construction Completion Date equal to .50% of the original loan amount for the first 30 days of extension and .125% of the original loan amount for each 30 day period (as applicable) thereafter, up to a maximum of 120 days. Borrower's election to pay for extended rate protection must be exercised prior to the original Construction Completion Date, but no earlier than 45 days prior thereto. If Borrower elects not to pay for such rate protection the rate at which interest will accrue on the Note subsequent to the new Rollover Date shall be equal to the greater of the Face Rate or the rate established by Bank of America, N.A. as its 60 day rate offered fifteen (15) calendar days prior to the new Construction Completion Date, for mortgage loans with terms comparable to those contained in the Note taking any and all previously paid fees and/or discount points into account. Any change in the interest rate or other Note terms shall be evidenced by written modification agreement executed by Borrower and Lender, and such agreement (if applicable for the subject loan type) shall also reflect all terms relating to future interest rate changes.

Any amount of principal not advanced prior to the Rollover Date (whether extended or not) may, in the sole discretion of Lender, be funded into escrow with the closing title company on such Rollover Date, and advances may be made out of such escrow after the Rollover Date in accordance with terms approved by Lender. Alternatively, any funds not advanced under the Residential Construction Loan Agreement upon completion of the construction of the Residence prior to the Rollover Date (whether extended or not) may at Lender's option, be credited against the stated principal amount of the Note on such Rollover Date. Any portion of a payment received in excess of interest due during the Construction Loan Phase shall be applied to principal. This may result in a penalty as described in Section B above.

2. **Early Completion.** In the event the construction of the Residence as described in the Loan Agreement is completed more than thirty-one (31) days prior to the Construction Completion Date, upon Borrower's fifteen (15) days prior written request, Lender may, in its sole discretion, permit an earlier rollover of the loan from Construction Loan Phase to Permanent Loan Phase.

If Lender so consents Lender shall designate the new Rollover Date and beginning date for permanent monthly payments of principal and interest. The interest rate shall not change unless Section E.1. is designated, in which event the interest rate will be the lesser of (i) the prevailing Market Rate offered by Lender 15 days prior to the early Construction Completion Date, taking any and all previously paid fees and/or discount points paid into account or (ii) the Face Rate. Borrower shall be required to execute a modification agreement evidencing all required changes to the Note, including but not limited to changes in interest rate, first payment due date and amount of monthly principal and interest payment, as applicable.

**H. MODIFICATION DOCUMENTS.** Should the occurrence of any matters or contingencies addressed herein cause any terms of the Note to change, or necessitate the submission of new disclosures by Lender to Borrower, Borrower agrees to execute all documents Lender deems necessary and appropriate to properly evidence such changes and to confirm receipt of additional disclosures. Borrower's failure to execute such documents reflecting any such changes within the time frame specified by Lender shall constitute an event of default under the Note and Security Instrument.

**I. NOTICE.** Except as may be required by applicable law, Lender will not provide Borrower notice of interest rate changes during the Construction Loan Phase.

**J. TRANSFER OF PROPERTY.** Any provision in the Note permitting the Borrower to transfer property that is security for the Note shall not be effective during the Construction Loan Phase. Unless prohibited by applicable law, any transfer of the property securing the Note during the Construction Loan Phase shall constitute a default.

Loan No. [REDACTED]

- K. LATE CHARGE INAPPLICABLE. The Late Charge for Overdue Payments provision in the Note shall not be applicable during the Construction Loan Phase.
- L. CONFLICTS. If any term or provision of this Addendum shall be in conflict with any term or provision of the Note, the term or provision of this Addendum shall control.
- M. TERMS. Except as amended or supplemented hereby, the terms and provisions of the Note shall remain unchanged and in full force and effect.

Except as to the interest rate provisions set forth in sections E., F., G., and H., as applicable, of this Addendum, and so long as no event of default exists hereunder or under any instrument further evidencing or securing this Note, after the advance of all funds as necessary to complete the construction of the Residence as described in the Residential Construction Loan Agreement or the Rollover Date, whichever is later, this Addendum will be null and void and no longer in effect.

By signing below, Borrower accepts and agrees to the terms and covenants contained in this Construction Loan Addendum to Note.

Barbara A. Gibbs  
Barbara A. Gibbs

2/23/05  
Date

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**AFTER RECORDED RETURN TO:**

Bank of America, N.A.  
ATTN: Construction  
9000 Southside Blvd., Ste. 700  
Jacksonville, FL 32256  
PARCEL NUMBER: [REDACTED]  
LOAN NUMBER: [REDACTED]

Prepared by:  
Barbara Leuellen  
Robertson & Anschutz, P.C.  
10333 Richmond Avenue, Suite 550  
Houston, TX 77042  
713-871-9600

**NOTE AND SECURITY INSTRUMENT  
MODIFICATION AGREEMENT**

The State of South Carolina

County of Florence

§  
§  
§

KNOW ALL MEN BY THESE PRESENTS:

**Recitals**

This agreement ("Modification Agreement") is made on **January 01, 2006**, between **Barbara A. Gibbs**, a single woman, (herein "Borrower") and **Bank of America, N.A.** (herein "Lender"), whose loan servicing address is **P.O. Box 9000, Getzville, NY 14068-9000**, for a Modification of that certain Deed of Trust, Mortgage or Security Deed (the "Security Instrument") and Note executed on **February 23, 2005**, in favor of **Bank of America, N.A.** and any previous modification(s) thereof, said Note being in the original principal amount of **\$329,600.00**, said Security Instrument having been recorded in/under \_\_\_\_\_ of the Official Records of Real Property of **Florence County, South Carolina**, covering property described as follows:

**See Exhibit "A" attached hereto and made a part hereof for all purposes**

**WITNESSETH:**

**WHEREAS**, Borrower now desires to modify the Note and ratify said liens against the Property; and

**WHEREAS**, Lender, the legal owner and holder of said Note and liens securing same, in consideration of the premises and at the request of the Borrower has agreed to modify the Note as hereinafter provided; and

**WHEREAS**, Borrower and Lender desire that the Security Instrument and Note be modified as herein provided but that all terms not so modified remain unchanged and in full force and effect.

**NOW, THEREFORE**, in consideration of the foregoing, the parties hereto agree that the Note and Security Instrument are hereby modified as follows:

**The Note shall be and hereby is amended as follows:**

The principal amount evidenced by the Note is changed from ~~\$329,600.00~~ to **\$329,599.00**.  
The beginning date for monthly payments of principal and interest set forth in paragraph 3 is changed from **January 01, 2006** to **February 01, 2006**.

The Maturity Date is changed from **December 01, 2035** to **January 01, 2036**.

The amount of the monthly payments of principal and interest set forth in paragraph 3, is changed from **\$2,056.28** to **\$2,056.27**.

The Addendum or Rider to Note shall be and hereby is amended as follows:

The principal amount evidenced by the Note is changed from ~~\$329,600.00~~ to **\$329,599.00**.

The "Rollover Date" as defined therein is changed from **December 01, 2005** to **January 01, 2006**.

The Security Instrument shall be and hereby is amended as follows:

Reference to the principal sum owed by Borrower to Lender is changed from ~~\$329,600.00~~ to **\$329,599.00**.

Reference to the maturity date of the debt secured by the Security Instrument is changed from **December 01, 2035** to **January 01, 2036**.

*omit*  
Further, it is expressly agreed that for and in consideration of this Modification Agreement, Borrower hereby releases and forever discharges Lender and its officers, directors, counsel, employees, agents, predecessors, successors, and assigns from all causes of action, claims, rights, and controversies, known or unknown, which Borrower had, now has, or may hereafter acquire which relate to, are based on, arise out of, or are in any way connected with any acts of Lender or its above affiliates occurring prior to the execution of this Agreement and relating in any manner to the above described Note or Security Instrument or the Property described herein or therein. This is a general release of all possible claims and causes of action of every kind and character related to the above described subject matter and is to be interpreted liberally to effectuate maximum protection of Lender and its above affiliates.

The Borrower hereby ratifies said liens on the Property until the Note as so modified hereby has been fully paid, and agrees that this renewal, extension and/or modification shall in no manner affect or impair the Note or the liens securing same and that said liens shall not in any manner be waived, but are acknowledged by Borrower to be valid and subsisting, the purpose of this instrument being simply to modify the Security Instrument and the time and manner of payment of the Note and ratify all liens securing same, and the Borrower further agrees that all terms and provisions of the Note, the Security Instrument and the other instruments creating or fixing the liens securing same shall be and remain in full force and effect as therein written except as otherwise expressly provided herein.

A breach or other default of any of the terms of this Agreement by Borrower shall constitute a breach or default under the Note and Security Instrument, and Lender shall thereupon have the right to seek all remedies available to it under the aforesaid loan instruments.

Borrower covenants and agrees that the rights and remedies of Lender under this Agreement are cumulative of, are not in lieu of but are in addition to, and their exercise or the failure to exercise them shall not constitute a waiver of, any other rights and remedies which Lender shall have under the Note or the Security Instrument.

It is agreed that time and the unimpaired security of Lender are of the essence of this Agreement.

Borrower covenants and agrees that this Agreement represents the final agreement between Borrower and Lender relating to the above described subject matter and may not be contradicted by evidence of prior, contemporaneous or subsequent oral agreements of the parties hereto. Borrower further covenants and agrees that there are no unwritten oral agreements between parties hereto relating to the above described subject matter.

As used herein "Lender" shall mean **Bank of America, N.A.** or any future holder, whether one or more, of the Note.

EXECUTED this the 3<sup>rd</sup> day of February to be effective January 01, 2006.

Barbara A. Gibbs  
Barbara A. Gibbs

2-3-06  
Date

Individual Acknowledgment

State of South Carolina, Florence County

Personally appeared before me Jason Rochon (first witness)  
and made oath that he / she saw the within named Barbara A. Gibbs (Borrower(s)) sign, seal, and as his / her / their act  
and deed, deliver the within written Mortgage, and that he / she, with Debra Benfer  
(second witness), witnessed the execution thereof.

Jason Rochon  
First Witness

Debra Benfer  
Second Witness

Sworn before me this 3 day of February, 2006

Debra Benfer  
Notary Public

Debra Benfer, Financial Center  
Name and title

My commission expires:

My Commission Expires August 2, 2015

ACCEPTED AND AGREED TO BY  
THE OWNER AND HOLDER OF SAID NOTE:  
BANK OF AMERICA, N.A.

By: Freda Clement  
Name: Freda L. Clement  
Title: Vice President

Witness: Judy Oakley  
Witness: Gaytha Smith

### Corporate Acknowledgement

STATE OF TEXAS  
COUNTY OF DALLAS

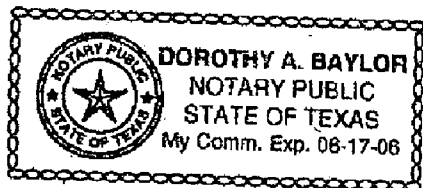
BEFORE ME, the undersigned authority, on this day personally appeared Freda L. Clement, as Vice President of Bank of America, N.A. known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that she executed the same for the purposes and consideration therein expressed in the capacity therein stated, as the act and deed of said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 15th day of February 2006.

My Commission Expires:

Dorothy A. Baylor  
Notary Public in and for  
The State of Texas

Name: Dorothy A. Baylor





# Annual Escrow Account Disclosure Statement

5/3/2019

8950 Cypress Waters Blvd.  
Coppell TX 75019

BARBARA A GIBBS

4257 MONTEREY DR  
FLORENCE, SC 29501

|                         |                    |
|-------------------------|--------------------|
| Loan Number             |                    |
| Analysis Date           | March 29, 2019     |
| <b>Previous Payment</b> |                    |
| Principal & Interest    | \$ 2,056.27        |
| Escrow                  | \$ 2,051.10        |
| <b>Total</b>            | <b>\$ 4,107.37</b> |
| <b>New Payment</b>      |                    |
| Effective Date          | April 1, 2019      |
| Principal & Interest    | \$ 2,056.27        |
| Escrow                  | \$ 1,270.57        |
| <b>Total</b>            | <b>\$ 3,326.84</b> |

The purpose of the Coming Year Escrow Projection is to determine the lowest balance "Low Point" to which your escrow account will decline over the upcoming year. The purpose of the Low Balance Summary is to compare the projected and allowable low point amounts. If the projected low point is greater than the allowable low point, there is a surplus. If the projected low point is less than the allowable low point, there is a shortage and/or deficiency which will be recovered by an adjustment to your monthly payment over a specified number of months. The adjustment amount(s) appears in the Low Balance Summary and New Payment Information.

Our records indicate that you have filed a bankruptcy. This statement is sent for informational purposes only and is not an attempt to collect a debt. It does not alter or affect the terms of your bankruptcy proceedings. Please disregard the payment information if it conflicts with any order or requirement of the court.

If you filed a Chapter 13, any unpaid amounts prior to the filing of your bankruptcy petition may be paid through and in accordance with your bankruptcy plan. If you are a Chapter 13 debtor whose plan requires you to make regular post petition payments directly to the Chapter 13 trustee, any payment should be remitted to the trustee directly and not to Nationstar Mortgage LLC.

| Escrow Accounts Summary                     |                     |
|---------------------------------------------|---------------------|
| Tax                                         | \$ 9,914.86         |
| Insurance                                   | \$ 5,332.00         |
| Lender-Placed Insurance                     | \$ -                |
| Mortgage Insurance                          | \$ -                |
| <b>Annual Total</b>                         | <b>\$ 15,246.86</b> |
| Approximate Monthly Deposit                 | \$ 1,270.57         |
| Monthly Deposit Without Mortgage Insurance  | \$ 1,270.57         |
| RESPA Cushion (About Two Monthly Deposits)* | \$ 2,541.14         |

| Escrow Included in Proof of Claims                          |                     |
|-------------------------------------------------------------|---------------------|
| Bankruptcy Filing Date                                      | March 27, 2019      |
| Total Escrow Funds Advanced by Your Servicer at Filing Date | \$ 67,148.14        |
| Plus Balance Required at Filing to Maintain RESPA Minimum   | \$ 6,352.87         |
| Minus Escrow Account Balance at Filing Date                 | \$ -                |
| <b>Total Shortage at Filing Date</b>                        | <b>\$ 73,501.01</b> |

This column shows your new monthly escrow deposits over the next escrow cycle.

These columns show when each of your escrow accounts is expected to be paid during the next escrow cycle.

This column shows what your escrow balance would be without any additional funds.

This column shows the calculation of the amount of funds needed to maintain your RESPA cushion\* through the next escrow cycle.

| Escrow Balance Projection                                    |                     |                    |                         |                   |                                  |                          |
|--------------------------------------------------------------|---------------------|--------------------|-------------------------|-------------------|----------------------------------|--------------------------|
| Month                                                        | Escrow Payment      | Tax Disbursements  | Insurance Disbursements | LPI Disbursements | Mortgage Insurance Disbursements | Balance                  |
|                                                              |                     |                    |                         |                   |                                  | <b>Beginning Balance</b> |
| Apr 2019                                                     | \$ 1,270.57         | \$ -               | \$ -                    | \$ -              | \$ -                             | \$ 1,270.57              |
| May 2019                                                     | \$ 1,270.57         | \$ -               | \$ -                    | \$ -              | \$ -                             | \$ 2,541.14              |
| Jun 2019                                                     | \$ 1,270.57         | \$ -               | \$ -                    | \$ -              | \$ -                             | \$ 3,811.71              |
| Jul 2019                                                     | \$ 1,270.57         | \$ -               | \$ -                    | \$ -              | \$ -                             | \$ 5,082.28              |
| Aug 2019                                                     | \$ 1,270.57         | \$ -               | \$ -                    | \$ -              | \$ -                             | \$ 6,352.85              |
| Sep 2019                                                     | \$ 1,270.57         | \$ -               | \$ -                    | \$ -              | \$ -                             | \$ 7,623.42              |
| Oct 2019                                                     | \$ 1,270.57         | \$ -               | \$ -                    | \$ -              | \$ -                             | \$ 8,893.99              |
| Nov 2019                                                     | \$ 1,270.57         | \$ -               | \$ -                    | \$ -              | \$ -                             | \$ 10,164.56             |
| Dec 2019                                                     | \$ 1,270.57         | \$ 9,914.86        | \$ 5,332.00             | \$ -              | \$ -                             | \$ (3,811.73)            |
| Jan 2020                                                     | \$ 1,270.57         | \$ -               | \$ -                    | \$ -              | \$ -                             | \$ (2,541.16)            |
| Feb 2020                                                     | \$ 1,270.57         | \$ -               | \$ -                    | \$ -              | \$ -                             | \$ (1,270.59)            |
| Mar 2020                                                     | \$ 1,270.57         | \$ -               | \$ -                    | \$ -              | \$ -                             | \$ (0.02)                |
| <b>Totals</b>                                                | <b>\$ 15,246.84</b> | <b>\$ 9,914.86</b> | <b>\$ 5,332.00</b>      | <b>\$ -</b>       | <b>\$ -</b>                      | <b>\$ 6,352.87</b>       |
| <b>Balance Required at Filing to Maintain RESPA Cushion*</b> |                     |                    |                         |                   |                                  | <b>\$ 6,352.87</b>       |

\* - The cushion allowed by federal law (RESPA) is two times your monthly escrow payment excluding any mortgage insurance payments, unless your state's laws specify a lower amount. The highlighted value in the Required Balance column indicates where the RESPA cushion limit is set--this is lowest balance your Escrow account will reach during the next Escrow cycle and all of the other values in the column are based on it.

| Escrow Account Transactions Prior to Bankruptcy Filing |                            |                            |                            |                               |                     |                        |
|--------------------------------------------------------|----------------------------|----------------------------|----------------------------|-------------------------------|---------------------|------------------------|
| Transaction Date                                       | Description                | Servicer Advance to Escrow | Borrower Deposit to Escrow | Servicer Recovery from Escrow | Payment from Escrow | Escrow Account Balance |
| 10/19/2012                                             | Beginning Escrow Balance   | \$ -                       | \$ -                       | \$ -                          | \$ (1,550.42)       | \$ 1,550.42            |
| 11/6/2012                                              | Payment                    | \$ -                       | \$ 141.05                  | \$ -                          | \$ -                | \$ 1,691.47            |
| 12/4/2012                                              | Monthly Mortgage Payment   | \$ -                       | \$ 141.05                  | \$ -                          | \$ -                | \$ 1,832.52            |
| 12/31/2012                                             | County Tax Disbursed       | \$ -                       | \$ -                       | \$ -                          | \$ 1,796.23         | \$ 36.29               |
| 1/3/2013                                               | Monthly Mortgage Payment   | \$ -                       | \$ 141.05                  | \$ -                          | \$ -                | \$ 177.34              |
| 2/5/2013                                               | Monthly Mortgage Payment   | \$ -                       | \$ 141.05                  | \$ -                          | \$ -                | \$ 318.39              |
| 3/4/2013                                               | Monthly Mortgage Payment   | \$ -                       | \$ 141.05                  | \$ -                          | \$ -                | \$ 459.44              |
| 3/19/2013                                              | Escrow Advance - Insurance | \$ 1,445.89                | \$ -                       | \$ -                          | \$ -                | \$ 1,905.33            |
| 3/19/2013                                              | Hazard Insurance Disbursed | \$ -                       | \$ -                       | \$ -                          | \$ 1,905.33         | \$ -                   |

## Annual Escrow Account Disclosure Statement

Coppell TX 75019

Page 2 of 9





## Annual Escrow Account Disclosure Statement

5/3/2019

8950 Cypress Waters Blvd.  
Coppell TX 75019

|           |  |              |             |             |              |      |              |
|-----------|--|--------------|-------------|-------------|--------------|------|--------------|
|           |  |              |             |             |              | \$ - | \$ 67,148.14 |
|           |  |              |             |             |              | \$ - | \$ 67,148.14 |
|           |  |              |             |             |              | \$ - | \$ 67,148.14 |
| Subtotals |  | \$ 69,457.21 | \$ 3,014.32 | \$ 2,309.07 | \$ 70,162.46 | \$ - | \$ 67,148.14 |

# Annual Escrow Account Disclosure Statement

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## Annual Escrow Account Disclosure Statement

5/3/2019

8950 Cypress Waters Blvd.  
Coppell TX 75019

|        |  |              |             |             |              |      |              |
|--------|--|--------------|-------------|-------------|--------------|------|--------------|
|        |  |              |             |             |              | \$ - | \$ 67,148.14 |
|        |  |              |             |             |              | \$ - | \$ 67,148.14 |
|        |  |              |             |             |              | \$ - | \$ 67,148.14 |
| Totals |  | \$ 69,457.21 | \$ 3,014.32 | \$ 2,309.07 | \$ 70,162.46 | \$ - | \$ 67,148.14 |

*mr.*  
**cooper**<sup>®</sup> TM  
CHANGING THE FACE OF HOME LOANS

# Annual Escrow Account Disclosure Statement

8950 Cypress Waters Blvd.  
Coppell TX 75019

[illegible]



## Annual Escrow Account Disclosure Statement

5/3/2019

8950 Cypress Waters Blvd.  
Coppell TX 75019



## **Annual Escrow Account Disclosure Statement**

5/3/2019

8950 Cypress Waters Blvd.  
Coppell TX 75019

# Exhibit 5

UNITED STATES BANKRUPTCY COURT  
NORTHERN DISTRICT OF GEORGIA  
ATLANTA DIVISION

|                         |   |                       |
|-------------------------|---|-----------------------|
| IN RE:                  | ) | CHAPTER 13            |
| BARBARA ALBYTINE GIBBS, | ) |                       |
| Debtor.                 | ) | CASE NO. 19-54809-WLH |
| -----                   |   |                       |
| BARBARA ALBYTINE GIBBS, | ) |                       |
| Movant.                 | ) |                       |
| vs.                     | ) | CONTESTED MATTER      |
| NATIONSTAR MORTGAGE LLC | ) |                       |
| D/B/A MR. COOPER,       | ) |                       |
| Respondent.             | ) |                       |

NOTICE OF HEARING ON OBJECTION TO CLAIM OF  
NATIONSTAR MORTGAGE LLC D/B/A MR. COOPER (CLAIM NUMBER 3-1)

**PLEASE TAKE NOTICE** that Barbara Albyttine Gibbs filed an Objection to the above - referenced claim seeking an order disallowing said claim.

**PLEASE TAKE FURTHER NOTICE** that the Court will hold a hearing on the Objection to Proof of Claim of the Ditech Financial, LLC in **Courtroom 1403, United States Courthouse, 75 Ted Turner Drive, SE, Atlanta, GA, at 9:30 am on July 24, 2019.**

Your rights may be affected. You should read these pleadings carefully and discuss them with your attorney, if you have one in this bankruptcy case. (If you do not have an attorney, you may wish to consult one.) If you do not want the court to grant the relief sought in these pleadings or if you want the court to consider your views, then you and/or your attorney must attend the hearing. You may also file a written response to the pleading with the Clerk at the address stated below, but you are not required to do so. If you file a written response, you must attach a certificate stating when, how, and on whom (including addresses) you served the response. Mail or deliver your response so that it is received by the Clerk at least two business days before the hearing. The address of the Clerk's Office is: Clerk, U.S. Bankruptcy Court, Suite 1340, 75 Ted Turner Drive, S.W., Atlanta, Georgia 30303. You must also mail a copy of your response to the undersigned at the address stated below.

Dated: June 18, 2019

By:

\_\_\_\_\_/S/  
Michael R. Rethinger  
Georgia Bar Number 301215  
Attorney for Debtor

**UNITED STATES BANKRUPTCY COURT  
NORTHERN DISTRICT OF GEORGIA  
ATLANTA DIVISION**

|                                |   |                              |
|--------------------------------|---|------------------------------|
| <b>IN RE:</b>                  | ) | <b>CHAPTER 13</b>            |
| <b>BARBARA ALBYTINE GIBBS,</b> | ) |                              |
| <b>Debtor.</b>                 | ) | <b>CASE NO. 19-54809-WLH</b> |
| -----                          | ) | -----                        |
| <b>BARBARA ALBYTINE GIBBS,</b> | ) |                              |
| <b>Movant.</b>                 | ) |                              |
| <b>vs.</b>                     | ) | <b>CONTESTED MATTER</b>      |
| <b>NATIONSTAR MORTGAGE LLC</b> | ) |                              |
| <b>D/B/A MR. COOPER,</b>       | ) |                              |
| <b>Respondent.</b>             | ) |                              |

**OBJECTION TO CLAIM OF  
NATIONSTAR MORTGAGE LLC D/B/A MR. COOPER (CLAIM NUMBER 3-1)**

**COMES NOW**, the above-referenced Debtor, and files this Objection to Proof of Claim filed by Nationstar Mortgage LLC D/B/A Mr. Cooper (hereinafter "Claim"), and in support herein shows the following:

1.

Debtor filed for relief under Chapter 13 on March 27, 2019..

2.

The Claim was filed June 5, 2019 (Claim Docket No. 3-1) in the sum of \$483,059.33.

3.

The claim lists an arrears owed of \$229,667.35, comprised of \$139,826.36 in principal and interest due, \$16,994.98 of fees and costs, \$67,148.14 of an escrow deficiency for funds advanced, and a \$6,352.87 projected escrow shortage with \$655 funds on hand. There has not been a justification for, or an accounting of the fees and costs incurred, or a breakdown of the pre-petition or post-petition escrow issues (contractual payment listed as \$2,056.27 from August 1, 2013 and increasing to \$3,326.84 with the April 1, 2019 payment).

4.

As such, this claim is not accurate and should be disallowed.

**WHEREFORE**, based on the foregoing, the Nationstar Mortgage LLC d/b/a Mr. Cooper

Proof of Claim should be disallowed.

This the 18<sup>th</sup> day of June, 2019

By:

/S/

Michael R. Rethinger  
Georgia Bar Number 301215  
Attorney for Debtor

241 Mitchell Street, SW  
Atlanta, GA 30303  
770.922.0066  
[michael@rethingerlaw.com](mailto:michael@rethingerlaw.com)

#### **CERTIFICATE OF SERVICE**

This is to certify that I have this day served all parties in the foregoing matter with a copy of the foregoing Objection to Claim filed by Nationstar Mortgage LLC d/b/a Mr. Cooper and Notice of Hearing by depositing in the United States Mail, a copy of same upon:

Barbara Albyline Gibbs  
3108 Hidden Falls Drive  
Buford, GA 30519

NATIONSTAR MORTGAGE LLC D/B/A MR. COOPER  
c/o Elizabeth Childers  
Shapiro, Pendergast and Hasty  
Suite 300  
211 Perimeter Center Parkway, NE  
Atlanta, GA 30346

NATIONSTAR MORTGAGE LLC D/B/A MR. COOPER  
Attn: Elizabeth Childers, Attorney for and on behalf of Nationstar Mortgage LLC d/b/a Mr. Cooper (as servicer for creditor)  
Shapiro, Pendergast and Hasty  
Suite 300  
211 Perimeter Center Parkway, NE  
Atlanta, GA 30346

I further certify that I have this day served Nancy J. Whaley, Standing Chapter 13 Trustee, with a copy of the Objection to Proof of Claim filed by Nationstar Mortgage LLC d/b/a Mr. Cooper and Notice of Hearing, via the ECF electronic mail/noticing system.

This the 18<sup>th</sup> day of June, 2019

By:

\_\_\_\_\_/S/\_\_\_\_\_  
Michael R. Rethinger

# **Exhibit 6**



**IT IS ORDERED as set forth below:**

**Date: October 21, 2019**

*Wendy L. Hagenau*

Wendy L. Hagenau  
U.S. Bankruptcy Court Judge

---

**UNITED STATES BANKRUPTCY COURT  
NORTHERN DISTRICT OF GEORGIA  
ATLANTA DIVISION**

IN RE:

BARBARA A. GIBBS,

Debtor,

CASE NO. 19-54809-WLH

CHAPTER 13

---

**ORDER GRANTING RELIEF FROM THE AUTOMATIC STAY**

The Court held a hearing in the above-styled case on October 16, 2019. Debtor, Debtor's husband M. Eugene Gibbs, counsel for Nationstar Mortgage LLC d/b/a Mr. Cooper, Taylor Mansell, Paul A. Rogers, and counsel for the Chapter 13 Trustee, Ryan Williams, were present. Mr. Gibbs, who is also the Plaintiff in a related adversary proceeding, stated he wished to proceed with the pending litigation in South Carolina. The Court construes his statements as an oral motion for relief from the automatic stay. All parties in interest were present and were in favor of the relief requested. For the reasons stated on the record, which the Court reserves the right to supplement,

**IT IS ORDERED** that Mr. Gibb's oral motion for relief from the automatic stay is **GRANTED**. The automatic stay is lifted for the parties to proceed with litigation pending in the Florence County South Carolina Court of Common Pleas case no. 2018-CP-21-03238 Nationstar Mortgage LLC vs. Gibbs and any appeals therefrom, provided that the stay is NOT lifted for purposes of collection of any amounts due from the Debtor.

**END OF ORDER**

**Distribution List**

M. Eugene Gibbs  
3108 Hidden Falls Drive  
Buford, GA 30519

Barbara Albyline Gibbs  
3108 Hidden Falls Drive  
Buford, GA 30519

Taylor S. Mansell  
Shapiro Pendergast & Hasty LLP  
211 Perimeter Center Parkway NE, Suite 300  
Atlanta, GA 30346

Paul A. Rogers  
McGuire Woods  
1230 Peachtree Street NE  
Promenade II, Suite 2100  
Atlanta, GA 30309-3534

Ryan Williams  
Nancy J. Whaley, Standing Chapter 13 Trustee  
303 Peachtree Center Avenue  
Suite 120, Suntrust Garden Plaza  
Atlanta, GA 30303

Nationstar Mortgage LLC d/b/a Mr. Cooper  
c/o Corporation Service Corporation  
40 Technology Pkwy South, Ste 300  
Norcross, GA 30092-2924

Bank of America  
c/o CT Corporation System

289 S. Culver Street  
Lawrenceville, GA 30046-4805

# Exhibit 7

|                             |   |                           |
|-----------------------------|---|---------------------------|
| State of South Carolina     | ) | Court of Common Pleas     |
|                             | ) | Twelfth Judicial Circuit  |
| County of Florence          | ) | Case No. 2018-CP-21-03238 |
|                             | ) |                           |
| Nationstar Mortgage,        | ) |                           |
|                             | ) |                           |
| Plaintiff,                  | ) |                           |
|                             | ) |                           |
| -vs-                        | ) | Transcript of Record      |
|                             | ) |                           |
| Barbara A. Gibbs and Melvin | ) |                           |
| E. Gibbs,                   | ) |                           |
|                             | ) |                           |
| Defendants.                 | ) |                           |
|                             | ) |                           |

February 20, 2019  
Florence, South Carolina

B E F O R E:

The Honorable Michael G. Nettles, Judge

A P P E A R A N C E S:

Henry Guyton Murrell, Esquire  
Attorney for the Plaintiff

Krystal J. Smith  
Circuit Court Reporter

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COURT REPORTER LEGEND

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| dashes   | --    | intentional or purposeful interruption |
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1 FEBRUARY 20, 2019

2 (WHEREUPON, the proceedings began at 10:36 a.m.)

3 THE COURT: All right. The next case is Nationstar  
4 Mortgage versus Barbara Gibbs and others.

5 How are you doing? Good to see you, Mr. Gibbs. Good to  
6 see you again.

7 MR. GIBBS: Good morning, Your Honor.

8 THE COURT: It's been a while.

9 Yes, sir?

10 MR. MURRELL: Good morning, Your Honor.

11 THE COURT: I'd be happy to hear from the moving party.

12 MR. MURRELL: Thank you, Your Honor. I think we both  
13 have motions pending this morning. The plaintiff's motion is  
14 a motion for summary judgment. The defendant has a motion  
15 for default, to vacate an order, for entry of default, and  
16 for summary judgment, I believe.

17 THE COURT: Okay. All right. Well, I'll hear from you  
18 first.

19 MR. MURRELL: Thank you, Your Honor. If it please the  
20 Court, we have filed a memorandum in support of the motion,  
21 as well as supporting affidavits, and I certainly won't read  
22 those into the court record. Instead, I will give the Court  
23 some relevant background to the case. This is originally a  
24 2013 case that has been assigned new case numbers twice  
25 because of dilatory and vexatious actions of the defendant,

1 Mr. Gibbs.

2 As the Court may be aware, Mr. Gibbs is formerly an  
3 attorney and is disbarred, and the only reason I mentioned  
4 that is that the reasons for his disbarment are directly  
5 relevant to this court action in that he was sanctioned for  
6 filing frivolous actions in both state court and federal  
7 court, as well as the Court expressed serious concerns about  
8 his willingness to follow the rules of the Court and the law.  
9 And I think -- I think those assessments were directly on  
10 point and are borne out in this case.

11 This is a simple foreclosure action. The only obligor  
12 on the note and signatory to the mortgage is Ms. Gibbs, who  
13 has not filed an answer in this action. Mr. Gibbs  
14 subsequently was conveyed a partial interest in the property  
15 and he's the only party who has filed an answer and repeated  
16 motions.

17 The reason this case has been so delayed for so long is  
18 that it was originally referred to attorney Ben Moore to hear  
19 as special referee. Mr. Moore recused himself after Mr.  
20 Gibbs sued him in federal court, I believe in Colorado.

21 So the case -- the venue of the case was transferred to  
22 Judge Howe, the Master in equity for -- for Horry County.  
23 Mr. Gibbs then sued Judge Howe in federal court and she  
24 recused herself. So we had to file a motion to transfer  
25 venue back to Florence County and to leave it with the

1 Circuit Court.

2 As I say, there is no answer filed by the only obligor  
3 on the case. The answer by Mr. Gibbs, who again is not a  
4 party to the contract, is completely -- to the extent that it  
5 makes any cogent arguments, alleges that the debt doesn't  
6 exist, that they are current on the debt, and the debt has  
7 been fully paid and satisfied.

8 There has been absolutely no evidence whatsoever entered  
9 to disprove the allegations that are set forth both in the  
10 complaint and in the supporting attorney's fees -- excuse me  
11 -- affidavit of indebtedness, as well as the supporting  
12 affidavits, such as the affidavit of attorney's fees. And I  
13 would note that we have the original promissory note in  
14 possession that we're presenting to the Court this morning.

15 There is no basis to -- not to grant the plaintiff  
16 summary judgment. The only reason that this case hasn't been  
17 heard up to this point is because of the bad faith actions of  
18 Mr. -- Mr. Gibbs in this case. And again, he is not a  
19 licensed attorney and cannot speak on behalf of Ms. Gibbs or  
20 any -- make any arguments on behalf of Ms. Gibbs.

21 So both procedurally and substantively, we should be  
22 entitled to summary judgment in this matter.

23 THE COURT: All right. Mr. Gibbs, I'll be glad to hear  
24 from you.

25 MR. GIBBS: Good morning, Your Honor.

1 THE COURT: Good morning.

2 MR. GIBBS: Five-and-a-half years ago, the foreclosure  
3 suit was filed. I was sued, along with my wife, Mrs. Gibbs.  
4 Five-and-a-half years ago, this suit should have been  
5 dismissed.

6 This suit was filed asking for \$292,000 and verified  
7 that on August 2013 we defaulted on a mortgage. All I was  
8 required to do by law was submit bank records certifying or  
9 proving that, in fact, the mortgage was paid in August, but I  
10 went even further. I submitted bank records from January  
11 2012 to November 2013 certifying that we never missed a  
12 single mortgage payment.

13 The mortgage -- the foreclosure suit also was defective  
14 in that it did not include the mortgage note and the  
15 contract. The only way this Court could determine who was  
16 parties to the litigation is by having a contract and having  
17 the parties listed on the contract.

18 There was also not an affidavit certifying the amount  
19 that was due or the amount that was defaulted on. The  
20 contract gives the terms and conditions, rights and  
21 responsibilities of the parties. If the contract is not  
22 filed, the plaintiff cannot certify to this Court why or  
23 under what portion of the contract or what paragraph they  
24 have a right to sue.

25 The contract that was supplied to me lists my wife,

1 Barbara Gibbs, and Bank of America as the parties.  
2 Nationstar is not listed in the contract. The contract also  
3 alleged that Bank of America has a \$292,000 interest. I have  
4 a \$350,000 interest in my home and that's why I was made a  
5 party to the contract.

6 That without the -- without the actual contract and  
7 without an affidavit -- because if we had missed one month's  
8 payment, two months' payment or three months' payment, I had  
9 the right to cure. All it would be is a breach.

10 So they would have said for August I missed a payment of  
11 say \$2,500, September \$2,500, October \$2,500. I had the  
12 right to come in and simply pay that amount of money. You  
13 cannot without a contract just simply walk into court not  
14 being a party to the contract and allege that someone owed  
15 \$292,000.

16 Now, the plaintiff's attorney said that, yes, I was  
17 disbarred. Yes, I filed a complaint in Colorado. I would do  
18 anything under the sun to save my home. The companion case  
19 that my case came out of in Colorado two years ago, the U.S.  
20 10<sup>th</sup> Circuit Court of Appeals overturned that case and said  
21 the plaintiffs, in fact, did prove that Bank of America had  
22 formed a criminal enterprise.

23 MR. MURRELL: Your Honor, I object because that's not  
24 what the order says. The order can speak for itself, if he  
25 wants to submit a copy of that evidence.

1 MR. GIBBS: Your Honor, I --

2 THE COURT: I'll allow him to speak and you can submit  
3 an order.

4 MR. GIBBS: Yeah. I submit that what actually was  
5 reported from the 10<sup>th</sup> Circuit Court of Appeals and that's why  
6 the case had been dismissed on their grounds that the  
7 plaintiffs did not prove a criminal enterprise because it was  
8 sued under 18 U.S.C. 1964.

9 And when the 10<sup>th</sup> Circuit overturned that case, that's  
10 precisely what they overturned in saying that the plaintiff,  
11 in fact, did prove and they heard testimony that they  
12 actually had witnesses come in, and I've cited a lot of those  
13 witnesses in the documents that I submitted to the Court.  
14 And in fact, that Bank of America is engaged in a criminal  
15 enterprise.

16 It is with that information that in February of last  
17 year I went out to California because we were considering a  
18 move to California and I wanted to seek other individuals  
19 that were similarly situated that Bank of America had also --

20 MR. MURRELL: Your Honor, I'm going to object to  
21 hearsay, if that's where he's heading with this.

22 THE COURT: I'm going to allow him to speak.  
23 Go ahead.

24 MR. GIBBS: This is not hearsay, Your Honor. I'm just  
25 talking about what I did. I'm not going to say what those

1 individuals that I talked to that were Bank of -- I just  
2 wanted to speak to individuals that were similarly situated.  
3 I also wanted to talk to the attorney that Doc -- that Judge  
4 Klein fined Bank of America \$26 million for the same type of  
5 conduct that they're engaged in here.

6 That the answers that I submitted when we were sued,  
7 those answers and motions to dismiss was filed by myself and  
8 Mrs. Gibbs. The documents that I've been filing to the Court  
9 and the reason that I have filed the mitigation I've filed is  
10 to protect my home.

11 The case in federal court in Maryland has also been  
12 dismissed. The judge in that case was wrong because you  
13 cannot as a plaintiff remove a case to federal court. The  
14 judge reversed himself and sent that case back to the  
15 District Court.

16 That in terms of my being disbarred that I sued Bill  
17 Cosby and individuals involved in the theft of \$50 billion of  
18 art. What happened in that case and the reason that my law  
19 firm was destroyed was to protect Bill Cosby. At that point,  
20 everyone thought Bill Cosby was America's dad and that I was  
21 somehow delusional by bringing charges against Bill Cosby  
22 alleging that he was involved.

23 I was never sanctioned in federal court or state court  
24 for filing any dilatory matters. As a matter of fact, the  
25 Southern District of New York dismissed three complaints

1 against me. The U.S. 2<sup>nd</sup> Circuit Court of Appeals also denied  
2 three motions for sanctions against me in that case. I have  
3 never filed any litigation that did not have merit, nor would  
4 I file any litigation that do not have merit.

5 That my wife and I in 2005 moved to Florence. This is  
6 our home. She wanted to be here. We retired here. We paid  
7 every single bill that we was due and owed. We owe no one.  
8 Better than \$350,000 has been put into my home. Why would I  
9 miss a \$2,000 mortgage payment? Why would I risk losing  
10 \$350,000 over \$2,000? It doesn't make any sense.

11 What they tried to do -- and for the -- an attorney  
12 filed a complaint. Every complaint I filed and have signed I  
13 verified to the Court that it was not frivolous and that it  
14 had merit.

15 Not only does this foreclosure suit not have merit, they  
16 know \$292,000 wasn't due. What they tried to do is use this  
17 Court to extort \$292,000 from us by saying you either pay us  
18 \$292,000 or we'll take the home. That's extortion.

19 They -- the South Carolina Supreme Court, Chief Justice  
20 Toal, has a standing order that in foreclosure matters there  
21 should be an attempt at modification. The attorneys came in  
22 and certified to the Court that we never applied for  
23 modification and clearly in the record I submitted documents  
24 by affidavit that not only did we seek modification, Bank of  
25 America has acknowledged that we sought modification.

1       That this Court is simply being used for extortion and  
2 no other reason. The documents that need to be filed, I  
3 filed. I was sued. I didn't ask to be sued.

4       When we received -- 2013, when we received notice of the  
5 foreclosure, I had just had my right hip replaced. Two years  
6 after that, I had my left knee replaced. That this  
7 foreclosure action that is completely illegal and improper  
8 has damaged us more than this Court can imagine. Three years  
9 ago -- when this suit was filed, my wife was 70 years old.  
10 Last month, she turned 76. Three years ago, my wife would  
11 wake up in cold sweats, lips trembling --

12       MR. MURRELL: Your Honor, he's not an attorney and I  
13 don't think he can testify on her behalf, which is what he's  
14 doing.

15       MR. GIBBS: I'm testifying as to what I saw, Your Honor.  
16 The only thing I can't testify is to what she told me, but  
17 what I observed with my own eyes is completely in the realm  
18 of what I am allowed to testify to.

19       And based upon what I was seeing, I decided the best  
20 thing for us to do was just leave Florence and we purchased a  
21 home in Georgia and moved to Georgia. Why should our lives  
22 be disrupted by fraud and extortion? This is not what the  
23 courts were designed for.

24       Every document that I filed, I filed by looking at the  
25 law and following what I know to be proper. There's not one

1 single case that got filed when I was an attorney and not one  
2 single motion I filed here that has been improper.

3 On each occasion before the foreclosure was filed, I  
4 notified Nationstar not to get involved in Bank of America's  
5 criminal activity. When the attorneys filed the suit, I  
6 called them and said do not do this. I will give you a copy  
7 of my bank records that shows and proves that we paid every  
8 mortgage note that was due, and they still did it.

9 When Referee Moore came in, I asked him not to. I had  
10 asked for a jury trial. I was entitled to a jury trial and I  
11 wasn't going to allow a situation to be placed where my only  
12 recourse would be before the Court of Appeals. I was  
13 entitled to a jury trial. I'm still entitled to a jury trial  
14 because that's what I asked for.

15 And when I sued in Colorado, I didn't sue to go against  
16 Referee Moore. I sued because Bank of America was engaged in  
17 a pattern and practice of racketeering. All the witnesses  
18 that have come forth, Bank of America employees, they have  
19 testified. Judge Klein fined Bank of America \$26 million.  
20 That's not an easy thing for a judge to do. He's a  
21 bankruptcy judge and he was constrained by certain parameters  
22 and that's the only reason he only fined them \$26 million.

23 Bank of America, in getting a portion of \$200 million,  
24 have defrauded 2 million homeowners of \$25 billion. Bank of  
25 America received another \$45 billion from the Treasury

1 Department to have a full transition in foreclosures. That's  
2 defrauding the department because all Bank of America is  
3 doing is forcing individuals into foreclosure, stealing their  
4 homes, making more money.

5 This is not something that I made up. In my prehearing  
6 brief I submitted to the Court, I listed all of the things  
7 that are being done, the suits that's now being brought, and  
8 everything is documented and verified.

9 That the only -- and I have to just in closing speak  
10 towards -- what happened with me and my law firm will be  
11 rectified because the politicians, the prosecutors, and the  
12 public figures that protected Bill Cosby -- Bill Cosby is in  
13 jail now, but the people that supplied him or the talent  
14 agencies that supplied him with 15-year-old girls, the  
15 prosecutors that didn't prosecute him because public figures  
16 and politicians were receiving part of the \$50 billion of  
17 stolen art.

18 That I am preparing a suit to file in the Southern  
19 District of New York. That situation will be resolved one  
20 way or the other, but I'm not asking this Court to resolve  
21 any of that.

22 I would not even have raised the issue, but it seems  
23 that the plaintiff want to win the case by painting me as a  
24 bad person, and that's fine. I wasn't a party to the  
25 contract. I'll regularly say that.

1 Bank of America and my wife, Barbara Gibbs, they are the  
2 individuals in the contract, but this Court doesn't have Bank  
3 of America in front of it. There's no lawyer from Bank of  
4 America. The documents that needed to be filed if Nationstar  
5 was going to be a substitute trustee for Bank of America, if  
6 they were going to take their multitude of documents which I  
7 listed for the Court that should've been filed, they were not  
8 filed.

9 This case should have been dismissed from day one, as I  
10 asked the Court to do, and none of this would have been  
11 necessary. So I'm not -- sometimes things are not done the  
12 way that they should be done, and I'm not saying that there's  
13 blame or I'm not -- all I'm saying is that the Courts have  
14 done what they had to do and I've done what I had to do, but  
15 clearly, in Nationstar not being a party to the litigation,  
16 the case should have been dismissed.

17 Those are the two basic elements of standing is that you  
18 have to be a party and there has to be damages. We never  
19 missed one single payment. There's no damages. There is no  
20 correct party. And for those reasons, I would ask this Court  
21 to --

22 THE COURT: Are you still making payments to them?

23 MR. GIBBS: Excuse me, Your Honor?

24 THE COURT: Are you still making payments to them?

25 MR. GIBBS: No, Your Honor, and I'll address that. The

1 August -- we made the -- after August, we made the September  
2 payment. The Bank of America -- they reversed that payment  
3 back to our account. We made the October payment. They  
4 reversed that --

5 THE COURT: October of what year?

6 MR. GIBBS: Excuse me?

7 THE COURT: October of what year?

8 MR. GIBBS: 2013. And then we made November and they  
9 reversed that payment and then after that we stopped making  
10 payments. Because I asked -- I asked the defendant to not  
11 reverse the payments and not to continue this litigation  
12 because it would have severe consequences and damages, and  
13 the way and the manner in which we were damaged I have  
14 spelled out in a prospective order that I'm prepared to give  
15 to the Court to review.

16 THE COURT: All right. All right. Let's hear from Ms.  
17 Gibbs now. It's not necessary that you speak, but this is  
18 your opportunity to speak if you would like to. You're a  
19 party to this action. And Mr. Gibbs can speak on his behalf  
20 as a pro se litigant and you can do so as well and this is  
21 your opportunity if you'd like to speak.

22 MR. MURRELL: Your Honor, I object to him. I want the  
23 record to show that he's continuing to practice law without a  
24 license, not only in contravention of the general provisions,  
25 but a specific order of the Supreme Court.

1 MR. GIBBS: Your Honor, I am her husband and I am  
2 allowed to confer with my wife. I'm not conferring with her  
3 as an attorney. I'm conferring with her as her husband.

4 THE COURT: All right. Well, I'll allow her to speak.

5 MRS. GIBBS: Thank you, Your Honor, but I don't care to  
6 speak this morning.

7 THE COURT: Very good. Thank you, ma'am. All right.

8 MR. MURRELL: Your Honor, I'll be very brief in my  
9 response.

10 The -- I did look with finite detail at the payment  
11 history on this file. Mr. Gibbs or the property owner  
12 canceled the insurance and when my client had the place  
13 escrowed for insurance, they would not pay the escrow  
14 portion. So the payment was rejected. They've never gotten  
15 insurance and they've never made proper payments.

16 I do have a copy of the answer that was submitted that  
17 I'll be more than happy to hand up to the Court, which shows  
18 that Mr. Gibbs answered only on his behalf and he only  
19 asserted defenses. Although he requests a jury trial, he is  
20 not entitled to a jury trial because there was no legal  
21 counterclaim which was subject to a jury trial.

22 There is a clear chain of assignment from the original  
23 mortgagor into my client, who is the plaintiff herein. We  
24 have the original promissory note in possession in court  
25 today.

1       And, you know, I would note in his statements, of  
2 course, he seemed to gloss over and not mention any reasons  
3 for suing Judge Moore and suing Judge Howe for daring to try  
4 to adjudicate the case as public servants of the State of  
5 South Carolina.

6       I would also note that the South Carolina Supreme Court  
7 noted that in one of the many federal court cases -- and I  
8 think this is a federal court case that was done at the time  
9 of his disbarment. That they noted that he had accused the  
10 United States District Court Judge Constance Baker Motley of  
11 being involved in a criminal conspiracy with opposing  
12 counsel, accused one of the defendants of murder on more than  
13 one occasion, and, you know, has made wild and defamatory  
14 claims against anyone who has dared to come within a mile of  
15 this particular case. That's why it's a 2013 case that --  
16 that was sent to Horry and had to come back.

17       So that's why we're here today, whether or not the legal  
18 system that we all depend upon to act as the social fabric  
19 that holds us all together is going to work even under the  
20 most difficult of circumstances from someone who is a very  
21 experienced and very wise litigant and knows how to misuse  
22 and abuse the system, and that is exactly what we have in  
23 this case. It is completely in line with the prior findings  
24 of the Supreme Court and certainly they're exceedingly  
25 obvious in this case.

1       They've not presented any evidence to the contrary to  
2 disprove any of the allegations that we have set forth in the  
3 complaint and, more specifically, in the motion for summary  
4 judgment. The only obligor on the account has never entered  
5 an answer and we should be entitled to the relief that we've  
6 requested, Your Honor.

7       We have asked that it stay with the Circuit Court and  
8 that if the Court does see fit to grant the relief requested  
9 that the order be performed by the clerk of court because  
10 when it's referred out to a special referee or to a master in  
11 equity, they have a little bit more difficult time getting  
12 representation when they inevitably get sued in federal court  
13 by Mr. Gibbs.

14       But that is the plaintiff's case, Your Honor, and I'd be  
15 happy to answer any questions you may have.

16       THE COURT: All right. I'm going to ask --

17       MR. MURRELL: And I do have a copy of the disbarment  
18 order if you'd like for me to hand that up.

19       THE COURT: Yes, if you would.

20       MR. MURRELL: I have highlighted the relevant sections  
21 that I referred to.

22       THE COURT: Okay. Very good. All right.

23       MR. GIBBS: Your Honor, we have never failed to pay the  
24 insurance, nor have we ever been notified that there was any  
25 insurance that we didn't have. I have continued today --

1 even today to carry insurance on the house. I have always  
2 maintained insurance.

3 Now, in terms of the allegations that's being made, that  
4 I'm not aware of what plaintiff attorney may have, but what I  
5 can represent to this Court, I have never -- Constance Baker  
6 Motley was the judge in the Southern District of New York. I  
7 didn't accuse her of being in collusion with anybody. I  
8 didn't accuse anybody of being a murderer.

9 In terms of the gallery, the art gallery that was  
10 fencing the -- some of the art in New York, I drew an analogy  
11 as to what was going on. And in that analogy, I did say if  
12 certain things were going on, this would be -- and what Peter  
13 Stern, who was the attorney for the art gallery, did -- he  
14 took that analogy that I did and he submitted it as one of  
15 the complaints.

16 Having represented one of the defendants, that once  
17 Judge Motley denied the three motions for sanctions that they  
18 were frustrated and they decided the reason or the way that  
19 they could get he was to come to South Carolina. If I had  
20 done anything improper in that case, Judge Motley would have  
21 sanctioned me. The case was before her.

22 The case was before the U.S. 2<sup>nd</sup> Circuit Court of  
23 Appeals. In fact, Judge Sotomayor or Justice Sotomayor at  
24 that time was sitting on a three-judge panel during one of  
25 the motions for sanctions and what Judge Sotomayor said to

1 the defendants, Attorney Gibbs have a responsibility to  
2 pursue this case. If he failed to do so, that could account  
3 or be ineffective assistance of counsel. That the -- Peter  
4 Stern and those representing Bill Cosby, yes, they did a very  
5 good job of painting me as someone that was out in left field  
6 because what happened when I went before the South Carolina  
7 Supreme Court, no, I was not supposed to practice, but the  
8 U.S. 2<sup>nd</sup> Circuit Court of Appeals -- I was before them and  
9 they would not release me. I asked for substitution of  
10 counsel and they refused to do so.

11 So I was caught between a rock and a hard place. Do I  
12 follow the South Carolina Supreme Court or do I abandon my  
13 clients before the U.S. 2<sup>nd</sup> Circuit Court of Appeals? And to  
14 me, it wasn't a hard choice. The 2<sup>nd</sup> Circuit said I had to  
15 appear before them on behalf of my client, and that's what I  
16 did, even though it violated an order by the South Carolina  
17 Supreme Court.

18 Now, as I said, every payment was made. If there were  
19 any money owed or due, then we would have a case, but when  
20 there's no damages, there was not one single dime owed or due  
21 August 2013 when this suit was filed.

22 THE COURT: All right. I'm going to ask -- Mr. Gibbs,  
23 I'm going to ask if you -- you can prepare a proposed order.  
24 I'll be happy to entertain that.

25 Ms. Gibbs, you can prepare a proposed order with regard

1 to your interest.

2 And I'm going to ask that you prepare an order with the  
3 proposed relief and in that order -- I know that you filed  
4 these things, but in the order I'm going to ask that you  
5 place in the order the supporting affidavits that indicate  
6 your position that the escrow amounts had not been paid,  
7 which triggered the default process.

8 Mr. Gibbs, I'm going to ask that you submit a proposed  
9 order and in that order -- and I know you filed things and  
10 this case has been going on for years, but I'm going to ask  
11 that you in conjunction with your order submit affidavits  
12 that -- that support your allegation that you've made every  
13 payment.

14 And, Ms. Gibbs, I'm going to ask that you prepare an  
15 order with similar affidavits, if you see fit.

16 And I'll entertain both of the orders and I'll execute  
17 one or the other.

18 MR. GIBBS: Your Honor, I want to say the motion for  
19 summary judgment, I have an extensive affidavit. I don't  
20 know if you had a chance to read that.

21 THE COURT: I have, but what I want you to -- with the  
22 order, I want you to support all -- I want you to give all  
23 supporting affidavits --

24 MR. GIBBS: Okay.

25 THE COURT: -- that would support your position in that

1 order.

2 MR. GIBBS: Okay.

3 THE COURT: Okay? I want that to be made an exhibit to  
4 the order so the order itself will be self-sustaining as far  
5 as what proof that would support your position.

6 MR. GIBBS: There was only one other thing, Your Honor.  
7 My wife would like to submit all the documents that's been  
8 submitted as a party, every document that's been submitted.

9 THE COURT: I'm not real sure what you're saying, but my  
10 direction to everybody --

11 MR. GIBBS: No, I understand the order. I'm just saying  
12 in terms of all the motions that's been filed in this case  
13 she either signed the ones or the ones that she didn't sign  
14 she would like to submit on those motions as being hers.

15 MR. MURRELL: I think what he's saying is he wants to go  
16 back in time and have her sign off on all the motions that he  
17 filed pro se.

18 MR. GIBBS: Well, she should be able to submit on them,  
19 Your Honor.

20 MR. MURRELL: Precisely one of the points we're here on  
21 in my motion for summary judgment.

22 THE COURT: Right. I'm not in the position to do that.  
23 However, I will entertain any order submitted by you and by  
24 Ms. Gibbs.

25 MR. GIBBS: Thank you, Your Honor.

1 THE COURT: But you can't -- you cannot submit an order  
2 on her behalf.

3 MR. GIBBS: No. I understand that, Your Honor.

4 THE COURT: All right. Very good. Anything further?

5 MR. MURRELL: Nothing further, Your Honor.

6 THE COURT: All right. And these orders are going to  
7 have to be -- all right. Since this is indeed a pro se  
8 matter, we -- I'm going to ask that they be sent to me by  
9 hard copy, and you can do the same. And there is a method,  
10 though I know it's onerous, but there is a method by which  
11 the clerk can scan in hard orders.

12 Isn't that correct?

13 THE CLERK: Yes. Once they're signed, yes, sir.

14 THE COURT: Okay. All right. Well, thank you all for  
15 being here and good luck to everybody.

16 MR. MURRELL: Thank you, Your Honor. Beautiful new  
17 courthouse.

18 THE COURT: Pardon?

19 MR. MURRELL: Beautiful new courthouse.

20 THE COURT: It is. It certainly is.

21 I'm -- your full name, sir?

22 MR. MURRELL: Henry Guyton Murrell.

23 THE COURT: Henry Guyton Murrell. Thank you. Very  
24 good.

25 MR. MURRELL: And, Your Honor, when did you want those

1 proposed orders?

2 THE COURT: When do -- when would you be in a position  
3 to do that?

4 MR. MURRELL: I could have mine in 10 days.

5 THE COURT: All right. Mr. Gibbs, when could you do it?

6 MR. GIBBS: I'll have mine filed probably by Friday.

7 THE COURT: Okay. Within the 10 days?

8 MR. GIBBS: Oh, yes, Your Honor.

9 THE COURT: All right. Well, I'll give both sides 10  
10 days to submit proposed orders. Good luck to you.

11 MR. MURRELL: Thank you, Your Honor.

12 MR. GIBBS: Thank you.

13 (WHEREUPON, the proceedings ended at 11:15 a.m.)

14

15 --- END REQUESTED TRANSCRIPT ---

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County of Florence )

Kristal J. Smith

CRYSTAL J. SMITH, COURT REPORTER  
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Via Courier

November 8, 2019

Court of Appeals Clerk of Court  
Attn: Civil Clerk  
1220 Senate Street  
Columbia, South Carolina 29201

**RE: *Nationstar Mortgage LLC v. Barbara A. Gibbs, et al..***  
***Court of Appeals No. 2019-000486***  
***Florence County Court of Common Pleas No. 2018-CP-46-03238***

Dear Clerk:

Enclosed please find an original of *Respondent Nationstar Mortgage LLC's Return to Motion for Emergency Hearing* ("Return") for filing in the above-referenced matter. Also enclosed is a copy of the Return without the exhibits. Please file-stamp the copy and return to me in the enclosed self-addressed stamped envelope.

Thank you for your assistance.

Regards,



Brian A. Calub

Enclosures

cc: Barbara A. and Melvin E. Gibbs

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