

Sharon L. Muldrew, Notary Public  
220 Greyback Rd  
Summerville SC 29483

**RECEIVED**  
NOV 15 2019  
SC Court of Appeals

**Notary Affidavit/ Certificate of Default (Administrative Default Judgement Due to Non-Response)**

I, Sharon L. Muldrew, as a duly empowered Notary Public & a State & Federal Public Officer for the United States and the State of South Carolina, affirm the following statements to be true and complete, to the best of my knowledge: •

I was the administrative officer that oversaw the administration of due process for Ronnell Demar Bey, Formally known as RONNELL DEMAR WALKER in his presentments to Erica Greer Lybrand, Rogers Townsend Attorney representatives for PrimeLending, A PlainsCapital Company

- On October 21st, 2019, I presented via certified mail return receipt, a copy of the **Consumer Enforcement Action and Consumer Enforcement Settlement Order (Pre-Suit)** and a copy of the **Affidavit of Truth & 15 U.S.C 1692g et.al, Notary Certificate of Services, Notary Certificate of Mailing**, to Erica Greer Lybrand, Rogers Townsend Attorney representatives for PrimeLending, A PlainsCapital Company.
- On November 5th, 2019, I presented via certified mail return receipt, a copy of the **Affidavit Of Notice of Fault Opportunity to Cure & 15 U.S.C 1692g et.al**, a copy of the **Consumer Enforcement Action, Notary Certificate of Mailing, a Notary Certificate of Service** to Erica Greer Lybrand, Rogers Townsend Attorney representatives for PrimeLending, A PlainsCapital Company which allotted three (3) additional days to respond.
- As of November 10th, 2019, there has been no response from any respondent or their fellow recipients; the time elapsed for a timely response to be given (originally ten (10) business days).
- On November 12th, 2019, I presented via certified mail return receipt, a **Notary Affidavit/ Certificate of Default**; as pursuant to the **Affidavit Notice of Fault and Opportunity to Cure** presentment by Notary Public and respondents **Non-Response, to Consumer Enforcement Action, Notary Certificate of Services, Notary Certificate of Mailing**; to Erica Greer Lybrand, Rogers Townsend Attorney representatives for PrimeLending, A PlainsCapital Company.

No response was needed from the respondents or their fellow recipients for the closing of that administrative process.

- I was not a party to the matter, and only acted as a witness and administrator to keep due process equal for both sides. I am a participant of the public trust as a Notary Public and it is my duty, as one who holds an oath upon the State and Federal Constitutions, to help administer due process.

**Notary Affidavit/ Certificate of Default (Administrative Default Judgement Due to Non-Response)**

It is hereby certified that on **November 12, 2019** I SHARON L. MULDRUP, as the undersigned Notary Public and a State and Federal Public Officer for the United States and the State of South Carolina, had mailed the presentments known as **Notary Affidavit/Certificate of Default** in Regards to the **Affidavit of Fault and Opportunity to Cure** against Erica Greer Lybrand, Rogers Townsend Attorney representatives for PrimeLending, A PlainsCapital Company; as pursuant to the **Consumer Enforcement Action, Consumer Enforcement Settlement Order (Pre-Suit), Affidavit of Truth and Notice 15 U.S.C 1692g et.al, Notary Certificate of Services, Notary Certificate of Mailing** in each presentment to the following recipient on behalf of the consumer/claimant/affiant **Ronnell Demar Bey formally known as RONNELL DEMAR WALKER** for his quest to receive due process, the time limit having elapsed for a seasoned response thereto. The following recipient were:

Erica Greer Lybrand, Rogers Townsend Attorney representatives for PrimeLending, A PlainsCapital Company

**1. RECEIVED ON OCTOBER 23, 2019**

Agent/Representative  
Rogers Townsend Attorney  
1221 Main Street, 14<sup>th</sup> Floor  
via Certified Mail No.: 7018 0360 0001 0336 5843  
with return receipt

**2. RECEIVED ON NOVEMBER 7, 2019**

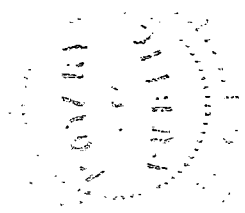
Agent/Representative  
Rogers Townsend Attorney  
1221 Main Street, 14<sup>th</sup> Floor  
via Certified Mail No.: 7019 1640 0002 1913 1294  
with return receipt

**JUDGEMENT- Administrative Default Judgement** is hereby granted in favor of **Ronnell Demar Bey formally known as RONNELL DEMAR WALKER** Whereupon certification under my official seal, the truth of all matters and things done by virtue of my office, I the Notary Public signing below **in Protest** of the recipients' non-response for the second time; and for the reason of **consent by non-response**, does **publicly and solemnly certify** the consent of **all parties** as it may concern with this **Notary Affidavit/ Certificate of Default & Administrative Default Judgement Due to Non-Response** by reason of non-response thereof and stipulations contained therein.

Sworn to (or affirmed) before me on this 12<sup>th</sup> day of November, 2019 by Ronnell D Bey, proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me. (or who proved to me on the basis of satisfactory evidence) to be the man whose signature is subscribed hereon. The said man solemnly affirmed under oath, that he has firsthand knowledge of the facts contained herein this "Notary Affidavit / Certificate of Default" and that they are true, correct and complete to the best of his knowledge, understanding and belief.

Signature By: Ronnell D Bey

Signature By: Shawn L Muldrew, Notary Public SEAL  
Public Officer: Notary Act of 1850



Notary: SHAWN L. MULDEW Commission Expires: March 9<sup>th</sup> 2020 COUNTY: Dorchester

NOTARY'S CERTIFICATE OF SERVICES

The services in this matter are done on behalf of Ronnell Demar Bey,

It is hereby certified that on this 12<sup>th</sup> day of November, 2019 I, Ronnell Demar Bey, authorize the undersigned Notary Public to Mail these Documents to:

Erica G Lybrand of Rogers Townsend Attorney At Law  
1221 Main Street, 14<sup>th</sup> Floor  
Columbia S.C. 29201

Hereinafter, "Recipient", the documents and sundry papers which include the following:

1. Notary Certificate of Mailing
2. Affidavit Notice of Default & 15 U.S.C 1692g et,al
3. Consumer Enforcement Action
4. Evidence: Exhibit 1
5. Evidence :Exhibit 2
6. Evidence: Exhibit 3
7. Evidence: Exhibit 4

**RECEIVED**  
NOV 15 2019  
SC Court of Appeals

By Certified Mail Number,7019 1640 0002 1913 1348, I Sharon L. Muldrew Notary Public, by placing the same in postpaid envelope, properly addressed to Recipient at the said address and depositing the same at an official depository under the exclusive face and custody of the U.S. Postal Service within the State of South Carolina.

Notary Public Signature as Witness to Documents: Sharon L. Muldrew

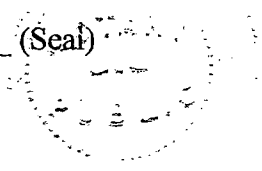
I, SHARON L. MULDREW, certify that these Documents have been witnessed on this 12<sup>th</sup> day of November, 2019, and all the Documents being sent out are true and correct to the best of my knowledge.

Signature: Sharon L. Muldrew Date: 11/12/19  
Full Name SHARON L. MULDREW

State of South Carolina  
County of Dorchester

Subscribed and sworn to (or affirmed) before me on this 12<sup>th</sup> day of November, 2019 by Ronnell BEY, proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

Sharon L. Muldrew (Seal)  
Notary Public



# NOTARY CERTIFICATE OF MAILING

NOTICE TO AGENT IS NOTICE TO PRINCIPAL.  
NOTICE TO PRINCIPAL IS NOTICE TO AGENT.

From: SHARON L. MULDRAY  
220 Grayback Rd  
Summerville SC 29483

To: ATTENTION: Erica Greer Lybrand of  
Rogers Townsend Attorney at Law  
1221 Main Street, 14<sup>th</sup> Floor  
Columbia, SC 29201

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SC Court of Appeals

RE: COMMERCIAL AFFIDAVIT OF TRUTH

Instrument No. 7019 1640 0002 1913 1348, Agreement 7019 1640 0002 1913 1294,  
Agreement 7018 0360 0001 0336 5843

Certified Mail #: 7019 1640 0002 1913 1348

Notary's Certificate of Service.

Dear Erica Greer Lybrand,

I have been contacted by Ronnell Demar Bey from without the United States for the purpose of presenting a "CONSUMER ENFORCEMENT ACTION" under Notary Seal. I have been asked to mention that:

- 1) I am contracted as a non-partial third-party observer in this proceeding;
- 2) THAT I am going to be chronicling the process for the public record;
- 3) THAT my testimony cannot be rejected by any court in the United States as I am considered an officer of the court;
- 4) THAT on November 7, 2019 at 1:11pm your office received the following documents sent via USPS certified mail:
  - a) Notary Certificate of Services
  - b) Affidavit of Truth & Notice 15 U.S.C. 1692g et,al
  - c) Consumer Enforcement Action
  - d) Evidence: Exhibit 1
  - e) Evidence: Exhibit 2
  - f) Evidence: Exhibit 3
  - g) Evidence: Exhibit 4
- 5) THAT as of November 4, 2019 I have not received any RESPONSE to said documentation.
- 6) THAT now I am allotting you an additional three (3) days and your response is to be received through me no later than three (3) days from receipt of this Notice or the date otherwise listed on said Notice.
- 7) THAT the certificate verifying your NON-RESPONSE or DEFAULT pursuant to my statutory authority will be issued upon your acquiescence.

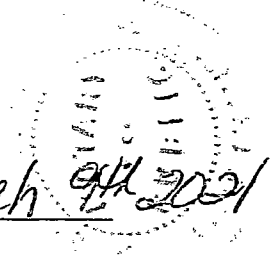
Please Note: This observation in facilitation of commerce should not be deemed a Power of Attorney or the practice of law but rather the fulfillment of Plaintiff's efforts to safeguard your due process before Summary Judgment.

Thank you for your assistance. All communication should be delivered through me at the above address by Registered or Certified Mail to ensure delivery and appropriate Notary certification. Service in any other manner will be defective on its face (therefore pointless).

WITNESS my hand and seal.

Shawn S. Muldrew  
Notary Public

Nov 12th 2019  
Date



Void Where Prohibited by Law.

My Commission Expires: March 9th 2021

**Ronnell Demar Bey**

**Formally known as Ronnell Demar Walker**

**PO Box 2852**

**Summerville, South Carolina, 29484**

"Affiant"

Vs

Erica Greer Lybrand

Rogers Townsend Attorney at Law

1221 Main Street, 14<sup>th</sup> Floor

Columbia, SC 29201

"Respondants"

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SC Court of Appeals

**Affidavit Notice of Default & 15 U.S.C 1692g et.al**

I Ronnell Demar Bey formally known as Ronnell Demar Walker, Consumer, herein after "Affiant". Affiant is competent with sound mind to state to the matters included in this Affidavit and has first hand knowledge of the facts, and hereby declares to the best of Affiant's knowledge and belief that the statements made in this affidavit are true, correct, complete, not meant to mislead and tendered in accordance with the Maxim of Law that provides that Truth is expressed in the form of an affidavit.

**FACTS**

- 1 It is a fact, the Affiant is a natural consumer identified is 15. U.S.C 1692a(3)
- 2 It is a fact, that Primelending A PlainsCapital Company is a debt collector pursuant to 15 U.S.C 1692(a)6 and 15 U.S.C 1692j(b).
- 3 It is a fact, the Affiant is the creditor pursuant to 15 U.S.C 1692a(4)
- 4 It is fact, Primelending A PlainsCapital Company has violated several federal laws listed under the Fair Debt Collections Practices Act and Truth In Lending Act
- 5 It is a fact, verification for alleged account #2196000680 has not been satisfied pursuant to 15 U.S.C 1692g(4)(5).
- 6 It is fact, the Affiant is entitled to monetary relief pursuant, actual and statutory damages pursuant to 15 U.S.C 1692k if settlement is not reached by consumers desires. (See 15 U.S.C 1692f)

7. It is a fact Erica G. Lybrand is a debt collector defined in 15 U.S.C 1692a(6) and 15 U.S.C 1692e(3)
8. It is a fact, debt is defined an alleged obligation of a consumer pursuant to 15 U.S.C 1692a(5).

Your failure to rebut the claims made herein point by point with federal law shall constitute your tacit agreement that the claims are true and your acknowledgment that we agree on all points and we further agree that respondents agree not to interfere with Affiant's privacy nor dwelling in the future and monetary damages. If this affidavit is not rebutted by November 8<sup>th</sup>, 2019 you agree to the facts stated within and damages sought in Consumer enforcement action. Should you fail to respond a notary public will issue an Certificate of Non Response/Dishonor/Default. Silence is acquiescence. This will be become public record attached with an invoice with damages for non-compliance under 15 U.S.C 1692k at, al and Truth in Lending Act 15.U.S.C 1601 et.al.

Dated this 12<sup>th</sup> day of November 2019

BY Ronnell D Bey

**JURAT**

County of Dorchester )

State of South Carolina )

I, SHARON L. MULDRREW, a Notary Public for said County and state, do hereby acknowledge that on this day the Affiant, did appear before me and execute the foregoing.

Witness me hand and seal

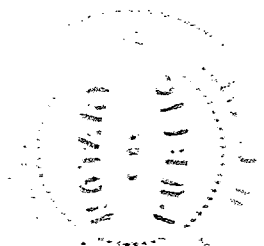
this 12<sup>th</sup> day of November 2019.

SHARON L. MULDRREW

Notary's name

MARCH 9<sup>th</sup> 2021

Commission expires



Ronnell Demar Bey

November 12, 2019

Formally known as Ronnell Demar Walker

PO Box 2852

Summerville, South Carolina, 29484

Vs

Erica Greer Lybrand

Rogers Townsend Attorney at Law

1221 Main Street, 14<sup>th</sup> Floor

Columbia, SC 29201

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**CONSUMER ENFORCEMENT ACTION**

As a Federally Protected Consumer, Original Creditor, Principal and Authorized Representative for RONNELL DEMAR BEY Formally known as RONNELL DEMAR WALKER on all accounts created by my seal/signature, I order you to make recompense and pay redress and compensation for your trespass against me. You are attempting to extort and rob me using deceptive, misleading and abusive practices against me personally, my family and my household. This is criminal activity at least and unacceptable by every means.

You have committed several federal violations against me, a Private law abiding Federally Protected Consumer. Each violation is a statutory cost of \$1,000 each, which does not include my personal cost and fees (which I determine) for taking time to address these issues. Violations committed against me include but not limited to:

1. **Violated 15 USC 1692c(a); Communication without prior consent, expressed permission**
2. **Violated 15 USC 1692c(b); Communication without prior consent, expressed permission**
3. **Violated 15 USC 1692d; Harass and oppressive use of intercourse about an alleged debt.**
4. **Violated 15 USC 1692d(1); Attacking my reputation, accusing me of owing an alleged debt to you.**
5. **Violated 15 USC 1692d(2); Use of obscene or profane language on my report (saying I owe you a debt)**
6. **Violated 15 USC 1692e; Using false, deceptive or misleading representations**
7. **Violated 15 USC 1692e(2)(A); False representation of the character and amount of the alleged debt**
8. **Violated 15 USC 1692e(2)(B); False representation of any service rendered or compensation**
9. **Violated 15 USC 1692e(8); Communicating false information**
10. **Violated 15 USC 1692e(9); Use/distribution of communication with authorization or approval**
11. **Violated 15 USC 1692e(10); False Representation (not a party to alleged debt by my consent)**
12. **Violated 15 USC 1692e(12); False representation/implication (innocent purchasers for value)**
13. **Violated 15 USC 1692f; Unfair Practices attempting collect an alleged debt.**
14. **Violated 15 USC 1692f(1); Attempting to collect a debt unauthorized by an agreement between parties.**
15. **Violated 15 USC 1692g(a)(4) Certifiable Validation and Verification of alleged debt(s)**
16. **Violated 15 USC 1692j(a,b); Furnishing certain deceptive forms. (You are not a party in the alleged debt)**
17. **IDENTITY THEFT Obtaining personal identification information without prior consent and creating an account in my name without my knowledge.**
18. **Invasion of Individual and Family Privacy**

*You, DEBT COLLECTOR and its representatives/agents is Civilly Liable for your transgression against me, a consumer, under 1692k. I take this lawful action ordering judgement against you. A court of competent jurisdiction can add additional damages it deems necessary.*

***For your violations, I am assessing a penalty/fine of \$2,066,000 to be settled immediately upon receiving this communication, you have 10 days of receipt of this enforcement action to settle this matter. If you do not comply there will be a \$2,500 additional penalty per day plus interest. You have agreed and stipulated to this consumer consent order for your participation in interstate commerce, agreeing and stipulating to my terms and for whatever monetary compensation I may arise to. In addition, if you do not comply fully you will be obstructing justice and held in contempt to be tried as a criminal. If you fail to respond or settle I will pursue a default judgement against you pursuant to Rule 55a of Federal rules of civil procedures.***

**Respectively**

**Ronnell Demar Bey, Consumer**

***Formally known as Ronnell Demar Walker***

**CONSUMER ENFORCEMENT SETTLEMENT ORDER (PRE-SUIT)**

**INVOICE # 003  
DATE: 11.12.2019**

Ronnell Demar Bey  
Formally known as Ronnell Demar Walker  
PO Box 2852  
Summerville, South Carolina, 29484

**TO:**  
Erica Greer Lybrand  
Rogers Townsend Attorney at Law  
1221 Main Street, 14<sup>th</sup> Floor  
Columbia, SC 29201

**STATEMENT OF DAMAGES**

**Alleged ACCT# 2196000680**

<b>VIOLATIONS</b>	<b>NOTES</b>	<b>FEES</b>
1692c (a)	Communication without prior consent.	\$1,000
1692c (b)	Communication with third parties (credit reporting agencies)	\$1,000
1692d	Harass and oppressive use of intercourse about an alleged debt	\$1,000
1692d (1)	Harmful action towards my well-being via credit report affecting my credibility to receive consumer credit.	\$1,000
1692d (2)	Obscene/profane language accusing me of owing an alleged debt.	\$1,000
1692e	Using false, deceptive or misleading representations	\$1,000
1692e (2)(A)	False representation;	\$1,000
1692e (2)(B)	False representation	\$1,000
1692e (8)	Communicating false debt	\$1,000
1692e (9)	Use/distribution of communication with authorization or approval	\$1,000
1692e (10)	False deceptive means to collect a debt	\$1,000
1692e (12)	False representation/implication (innocent purchasers for value)	\$1,000
1692f	Unfair practices	\$1,000
1692f (1)	Attempting to collect a debt unauthorized by an agreement between parties.	\$1,000
1692g (a4)	Taking action on unverified debt	\$1,000
1692j (a)(b)	Furnishing certain deceptive forms.	\$1,000
INVASION OF PRIVACY TRESPASS	Invasion of Individual Privacy and Trespassing	\$100,000
IDENTITY THEFT	Obtaining personal identification information and creating an account (SSN, Name, Address)	\$150,000
ADDITIONAL ASSESED DAMAGES	Emotion distress, Defamation of character, other unseen injuries.	\$1,800,000
	<b>TOTAL</b>	<b>\$2,066,000</b>

**PAYMENT SETTLEMENT DUE BY 11/8/2019 AFTER 11/9/2019 YOU WILL BE IN DEFAULT. YOU WILL BE ASSESED A PENALTY OF \$2,500 PER DAY PAST DUE DATE AND IT WILL INCUR INTEREST. YOU AGREE AND STIPULATE TO MY TERMS AND WHATEVER MONETARY COMPENSATION AND REDRESS I ARISE TO.**

**NOTES**

- \*PRIVATE RIGHT OF ACTION
- \*PURSUANT TO 1692K (a-1)(2-A). CIVIL LIABILITY.

**\*Other Consumer Protection Laws May Apply**  
**\*\$1,000,000** in stipulated cost to initiate private right of action in a court of competent jurisdiction enforcing consumer protections laws.  
**Compensation Redress Settlement Order**

STATE OF South Carolina  
COUNTY OF Dorchester

Dated this 12th day of November, 2019

Without Prejudice

By: Ronnell Demar Bey  
Ronnell Demar Bey, Consumer/Creditor Natural Person FORMALLY KNOWN AS RONNELL DEMAR WALKER

I HEREBY CERTIFY that on this day before me, an officer duly qualified to take acknowledgments, personally appeared Ronnell D Bey, Consumer, who is personally known to me or who has produced DL# 007955924 as identification and who executed the foregoing instrument and he/she acknowledged before me that he/she executed the same.

WITNESS my hand and official seal in the County and State aforesaid this 12th day of November 2019.

Sharon L. Muldrew

Notary Public



Printed Name: SHARON L. Muldrew

My Commission Expires: March 9th 2021

November 12, 2019

The Honorable Jenny Abbott Kitchings  
Clerk, South Carolina Court of Appeals  
1220 Senate Street  
Columbia, South Carolina 29201

RE: PrimeLending, A PlainsCapital Company, V. Ronnell Demar Walker a/k/a  
Ronnell D. Walker; and South Pointe Homeowners Association, Defendants, Of  
whom Ronnell Demar Walker a/k/a Ronnell D. Walker is the Appellant, Case No.  
2015-CP-08-00965, Appellate Case No. 2016-002234

Dear Ms. Kitchings:

Please find attached a response to alleged court order.

I Am: Ronnell Demar Bay  
Authorized Representative  
Natural Person, In Propria Persona:  
Ex Relatione RONNELL DEMAR WALKER  
All Rights Reserved:  
U.C.C. 1-207/ 1-308; U.C.C. 1-103  
Tunis Territory  
C/o 412 Eastover Circle  
[Summerville, SC 29483]  
Non-Domestic, Non-Resident

cc:  
Erica Greer Lybrand  
Rogers Townsend Attorney at Law  
1221 Main Street, 14<sup>th</sup> Floor  
Columbia, SC 29201

Nikole Deanna Haltiwanger  
ROGERS TOWNSEND & THOMAS, PC  
220 Executive Center Drive  
Columbia, SC 29201  
(803)744-4444

PrimeLending, A PlainsCapital Company  
18111 Preston Road, Suite 900  
Dallas, TX 75252

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Violation Title 15 U.S.C. 1692 (a)  
1692 (b)

CAMERON



Violation 15 U.S.C. 1692 (2)A  
15 U.S.C. 1692 (2)B  
**ROGERS TOWNSEND**  
ATTORNEYS AT LAW

ROGERS TOWNSEND & THOMAS, PC  
DEFAULT SERVICES DEPARTMENT

POST OFFICE BOX 100200  
COLUMBIA, SOUTH CAROLINA 2  
P 803.744.4444 F 803.343.1  
WWW.RTT-LAW.COM

Violation 1692e

April 25, 2016

Ronnell Demar Walker  
412 Eastover Circle  
Summerville, SC 29483

Violation 15 U.S.C. j(a)(b)

Violation 15 U.S.C. 1692c(a)  
Re: PrimeLending, A PlainsCapital Company vs. Ronnell Walker  
Case No. 15-CP-08-00965; Berkeley County  
Our File No. 006951-00925

Violation

Violation 15 U.S.C. 1692 p(1)  
Violation 15 U.S.C. 1692g a(4)

Dear Mr. Walker:

As requested by the documents you have sent to us, please be advised that our office is in possession of the original note related to the above-mentioned loan. I have included a copy of the note and the recorded mortgage with this letter. The remaining information referenced in your discovery requests, is in our opinion, beyond the scope of relevant discovery requests. This letter constitutes the entirety of our response to your request for discovery. If you have further questions regarding the scope of discovery, you may wish to consult with your own attorney.

We will make the original note available for viewing at our office, located at 1221 Main Street, Columbia, SC 29201. If you would like to review this document, please email my Paralegal, Andy Blackwell at [andy.blackwell@rtt-law.com](mailto:andy.blackwell@rtt-law.com), to schedule an appointment to do so.

If you elect not to make an appointment with my office to view the documents, they will be available for review at the hearing on the merits.

With kind regards,

Robert P. Davis  
Rogers Townsend & Thomas, PC  
Attorney for Plaintiff

Violation 1692e

Enclosures

NOTE

FHA Case No.

461-5995247-703

WALKER

Loan #: 2196000680

MIN: 100053601314132241

<sup>R.W.</sup>  
<sup>27</sup>  
JUNE 20, 2014  
[Date]

COLUMBIA  
[City]

SOUTH CAROLINA  
[State]

412 EASTOVER CIRCLE, SUMMERVILLE, SC 29483-5239  
[Property Address]

1. PARTIES

"Borrower" means each person signing at the end of this Note, and the person's successors and assigns. "Lender" means PRIMELENDING, A PLAINSCAPITAL COMPANY and its successors and assigns.

2. BORROWER'S PROMISE TO PAY; INTEREST

In return for a loan received from Lender, Borrower promises to pay the principal sum of ONE HUNDRED EIGHTY-EIGHT THOUSAND FIVE HUNDRED TWENTY-TWO AND 00/100 Dollars (U.S. \$188,522.00), plus interest, to the order of Lender. Interest will be charged on unpaid principal, from the date of disbursement of the loan proceeds by Lender, at the rate of FOUR AND ONE-FOURTH percent (4.250%) per year until the full amount of principal has been paid.

3. PROMISE TO PAY SECURED

Borrower's promise to pay is secured by a mortgage, deed of trust or similar security instrument that is dated the same date as this Note and called the "Security Instrument." The Security Instrument protects the Lender from losses which might result if Borrower defaults under this Note.

4. MANNER OF PAYMENT

(A) Time

Borrower shall make a payment of principal and interest to Lender on the first day of each month beginning on AUGUST 1, 2014. Any principal and interest remaining on the first day of JULY, 2044, will be due on that date, which is called the "Maturity Date."

(B) Place

Payment shall be made at 18111 PRESTON ROAD, SUITE 900, DALLAS, TX 75252 or at such place as Lender may designate in writing by notice to Borrower.

(C) Amount

Each monthly payment of principal and interest will be in the amount of U.S. \$927.41. This amount will be part of a larger monthly payment required by the Security Instrument, that shall be applied to principal, interest and other items in the order described in the Security Instrument.

(D) Allonge to this Note for Payment Adjustments

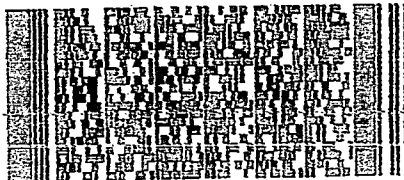
If an allonge providing for payment adjustments is executed by Borrower together with this Note, the covenants of the allonge shall be incorporated into and shall amend and supplement the covenants of this Note as if the allonge were a part of this Note. [Check applicable box.]

Graduated Payment Allonge     Growing Equity Allonge     Other [Specify] \_\_\_\_\_

NMLS #: 13649 | DIANA TARZIA (NMLS #: 315324)

FHA Multistate Fixed Rate Note - 12/13

36.49



R.W.

Violation 15 U.S.C. 1692e

**5. BORROWER'S RIGHT TO PREPAY**

Borrower has the right to pay the debt evidenced by this Note, in whole or in part, without charge or penalty, on the first day of any month. Lender shall accept prepayment on other days provided that Borrower pays interest on the amount prepaid for the remainder of the month to the extent required by Lender and permitted by regulations of the Secretary. If Borrower makes a partial prepayment, there will be no changes in the due date or in the amount of the monthly payment unless Lender agrees in writing to those changes.

**6. BORROWER'S FAILURE TO PAY**

**(A) Late Charge for Overdue Payments**

If Lender has not received the full monthly payment required by the Security Instrument, as described in Paragraph 4(C) of this Note, by the end of 15 calendar days after the payment is due, Lender may collect a late charge in the amount of FOUR percent (4.00%) of the overdue amount of each payment, unless such amount exceeds the maximum amount allowed by applicable state law, in which case the Lender may collect the maximum amount allowed by such law.

**(B) Default**

If Borrower defaults by failing to pay in full any monthly payment, then Lender may, except as limited by regulations of the Secretary in the case of payment defaults, require immediate payment in full of the principal balance remaining due and all accrued interest. Lender may choose not to exercise this option without waiving its rights in the event of any subsequent default. In many circumstances, regulations issued by the Secretary will limit Lender's rights to require immediate payment in full in the case of payment defaults. This Note does not authorize acceleration when not permitted by HUD regulations. As used in this Note, "Secretary" means the Secretary of Housing and Urban Development or his or her designee.

**(C) Payment of Costs and Expenses**

If Lender has required immediate payment in full, as described above, Lender may require Borrower to pay costs and expenses including reasonable and customary attorneys' fees for enforcing this Note to the extent not prohibited by applicable law. Such fees and costs shall bear interest from the date of disbursement at the same rate as the principal of this Note.

**7. WAIVERS**

Borrower 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 Lender to demand payment of amounts due. "Notice of dishonor" means the right to require Lender to give notice to other persons that amounts due have not been paid.

**8. GIVING OF NOTICES**

Unless applicable law requires a different method, any notice that must be given to Borrower under this Note will be given by delivering it or by mailing it by first class mail to Borrower at the property address above or at a different address if Borrower has given Lender a notice of Borrower's different address.

Any notice that must be given to Lender under this Note will be given by first class mail to Lender at the address stated in Paragraph 4(B) or at a different address if Borrower is given a notice of that different address.

**9. 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. Lender may enforce its rights under this Note against each person individually or against all signatories together. Any one person signing this Note may be required to pay all of the amounts owed under this Note.

Violation 15 U.S.C. 1692e

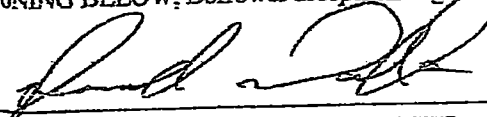
Violation 1692e

DW

*Violation 15 U.S.C. 1692e*

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Note.

*Violation 15 U.S.C. 1692e*

  
\_\_\_\_\_  
- BORROWER - RONNELL DEWAR WALKER

[Sign Original Only]

MORTGAGE LOAN ORIGINATOR DIANA TARZIA  
NATIONWIDE MORTGAGE LICENSING SYSTEM AND REGISTRY IDENTIFICATION NUMBER 316314  
MORTGAGE LOAN ORIGINATION COMPANY PRIMELENDING, A PLAINSCAPITAL COMPANY  
NATIONWIDE MORTGAGE LICENSING SYSTEM AND REGISTRY IDENTIFICATION NUMBER 13649

PAY TO THE ORDER OF  
WITHOUT RECOURSE  
PrimeLending, A PlainsCapital Company

BY: \_\_\_\_\_

PRINTED NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

*R.W.*

Violation 15 U.S.C. 1612(a)(1)  
Violation 15 U.S.C. 1692g  
Violations 15 U.S.C. 1692(c)  
(b)  
Violation 15 U.S.C. 1692d(2)

EXHIBIT #3

ROGERS TOWNSEND & THOMAS, PC  
POST OFFICE BOX 105250(29222)  
1221 MAIN STREET, 14<sup>TH</sup> FLOOR  
COLUMBIA SOUTH CAROLINA 29201  
P 803.771.7998 F 803.343-7017  
W RTT-LAW.COM

Erica G. Lybrand  
Erica.Lybrand@RTT-LAW.COM  
P 803.744-5229  
LICENSED IN SOUTH CAROLINA  
  
Karissa Richardson  
Paralegal for Erica G. Lybrand  
Karissa.Richardson@RTT-LAW.COM  
P: 803-744-5323

ROGERS TOWNSEND  
ATTORNEYS AT LAW

Violation 15 U.S.C. 1692e

August 25, 2016

**VIA CERTIFIED MAIL, RETURN RECEIPT REQUESTED**  
**RESTRICTED DELIVERY**

Ronnell Demar Bey  
412 Eastover Circle  
Summerville, SC 29483

RE: *PrimeLending, A PlainsCapital Company v. Ronnell Demar Walker a/k/a  
Ronnell D. Walker; South Pointe Homeowners Association*  
C/A # 2015-CP-08-00965  
RTT File # 506951.00925

Dear Mr. Bey:

In accordance with the order of the Honorable Dale E. VanSlambrook at the hearing which took place on August 24, 2016, I am providing the name of the witness for the Plaintiff at the final non-jury trial.

15 U.S.C. 1692e  
Violation

Plaintiff's representative will be Raymond Crawford, and employee of the servicer, Cenlar. His business address is 425 Phillips Blvd. Ewing NJ 08618. Mr. Crawford is expected to testify regarding the business records of Plaintiff, specifically as to the Note, Mortgage, and payment history. He is also expected to testify regarding the total debt due and the details of the default.

Plaintiff has not identified any other potential witnesses at this time, but in the event an additional witness is necessary following the result of the discovery also served today, I will immediately provide that information.

Sincerely,

Erica G. Lybrand

cc:  
The Honorable Dale Van Slambrook  
Master in Equity for Berkeley County  
Post Office Box 1163  
Moncks Corner, SC 29461  
Violation 15 U.S.C. 1692(b) & 1692j(b)

This firm collects debts for mortgage lenders and other creditors. Any information obtained will be used for that purpose. However, if you have previously received a discharge in bankruptcy, this message is not and should not be construed as an attempt to collect a debt, but only an enforcement of the lien against the property.  
Violation 15 U.S.C. 1692e

After Recording Return To:  
PRIMELENDING, A  
PLAINSCAPITAL COMPANY  
17330 PRESTON ROAD, SUITE  
160B  
DALLAS, TX 75252  
ATTN: FINAL DOCUMENTS  
(888) 812-2711

Prepared By:  
TERESA CLINE  
POLUNSKY BEITEL GREEN,  
LLP  
18111 PRESTON ROAD, SUITE  
900  
DALLAS, TX 75252  
(888) 812-2711

Certified True Copy  
of the  
Original Document

[Space Above This Line For Recording Data]

**MORTGAGE**

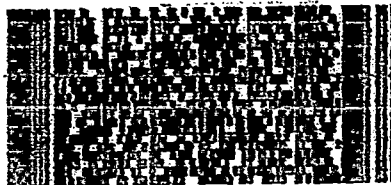
*Violation 15 U.S.C. 1692e*

FHA Case No.  
451-5995247-703  
WALKER  
Loan #: 2196000680  
MIR: 100053601314132241  
MERS Phone: 1-888-679-6377  
FIN: 2320701013

*PM 27*

THIS MORTGAGE ("Security Instrument") is given on ~~JUNE 20~~ 2014. The mortgagor is ~~RONNELL DEWAR WALKER AN UNMARRIED MAN ("Borrower")~~. This Security Instrument is given to Mortgage Electronic Registration Systems, Inc. ("MERS") (solely as nominee for Lender, as hereinafter defined, and Lender's successors and assigns), as mortgagee. MERS is organized and existing under the laws of Delaware, and has an address and telephone number of P.O. Box 2026, Flint, MI 48501-2026, tel. (888) 679-MERS. PRIMELENDING, A PLAINSCAPITAL COMPANY, is organized and existing under the laws of TEXAS, and has an address of 18111 PRESTON ROAD, SUITE 900, DALLAS, TX 75252 ("Lender"). Borrower owes Lender the principal sum of ~~ONE HUNDRED EIGHTY EIGHT THOUSAND~~

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Violation 15 U.S.C 1692(e)(2)(A)

2196006680

~~FIVE HUNDRED TWENTY TWO AND 00/100 Dollars (U.S. \$152,522.00)~~ This debt is evidenced by Borrower's note dated the same date as this Security Instrument ("Note") which provides for monthly payments, with the full debt, if not paid earlier, due and payable on JULY 1, 2044. This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and modifications of the Note; (b) the payment of all other sums, with interest, advanced under Paragraph 7 to protect the security of this Security Instrument; and (c) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby mortgage, grant and convey to MERS (solely as nominee for Lender and Lender's successors and assigns) and to the successors and assigns of MERS the following described property located in DORCHESTER County, South Carolina:

SEE EXHIBIT A ATTACHED HERETO AND INCORPORATED HEREIN FOR ALL PURPOSES which has the address of 412 EASTOVER CIRCLE, SUMMERVILLE, South Carolina 29483-5239 ("Property Address");

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

BORROWER COVENANTS that Borrower is lawfully seized of the estate hereby conveyed and has the right to mortgage, grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower 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.

~~Borrower and Lender covenant and agree as follows:~~

UNIFORM COVENANTS:

Violation 15 U.S.C 1692e

1. **Payment of Principal, Interest and Late Charge**  
Borrower shall promptly pay when due the principal of, and interest on, the debt evidenced by the Note and late charges due under the Note.
2. **Monthly Payment of Taxes, Insurance and Other Charges**  
Borrower shall include in each monthly payment, together with the principal and interest as set forth in the Note and any late charges, a sum for
  - (a) taxes and special assessments levied or to be levied against the Property,
  - (b) leasehold payments or ground rents on the Property, and

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- (c) premiums for insurance required under Paragraph 4. In any year in which the Lender must pay a mortgage insurance premium to the Secretary of Housing and Urban Development ("Secretary"), or in any year in which such premium would have been required if Lender still held the Security Instrument, each monthly payment shall also include either
- (i) a sum for the annual mortgage insurance premium to be paid by Lender to the Secretary, or
  - (ii) a monthly charge instead of a mortgage insurance premium if this Security Instrument is held by the Secretary, in a reasonable amount to be determined by the Secretary. Except for the monthly charge by the Secretary, these items are called "Escrow Items" and the sums paid to Lender are called "Escrow Funds."

Lender may, at any time, collect and hold amounts for Escrow Items in an aggregate amount not to exceed the maximum amount that may be required for Borrower's escrow account under the Real Estate Settlement Procedures Act of 1974, 12 U.S.C. Sec. 2601 et seq. and implementing regulations, 12 C.F.R. Part 1024, as they may be amended from time to time (RESPA), except that the cushion or reserve permitted by RESPA for unanticipated disbursements or disbursements before the Borrower's payments are available in the account may not be based on amounts due for the mortgage insurance premium.

If the amounts held by Lender for Escrow Items exceed the amounts permitted to be held by RESPA, Lender shall deal with the excess funds as required by RESPA. If the amounts of funds held by Lender at any time are not sufficient to pay the Escrow Items when due, Lender may notify the Borrower and require Borrower to make up the shortage as permitted by RESPA.

The Escrow Funds are pledged as additional security for all sums secured by this Security Instrument. If Borrower tenders to Lender the full payment of all such sums, Borrower's account shall be credited with the balance remaining for all installment items (a), (b), and (c) and any mortgage insurance premium installment that Lender has not become obligated to pay to the Secretary, and Lender shall promptly refund any excess funds to Borrower. Immediately prior to a foreclosure sale of the Property or its acquisition by Lender, Borrower's account shall be credited with any balance remaining for all installments for items (a), (b), and (c).

### 3. Application of Payments.

All payments under Paragraphs 1 and 2 shall be applied by Lender as follows:

- First, to the mortgage insurance premium to be paid by Lender to the Secretary or to the monthly charge by the Secretary instead of the monthly mortgage insurance premium;
- Second, to any taxes, special assessments, leasehold payments or ground rents, and fire, flood and other hazard insurance premiums, as required;
- Third, to interest due under the Note;
- Fourth, to amortization of the principal of the Note; and
- Fifth, to late charges due under the Note.

### 4. Fire, Flood, and Other Hazard Insurance

Borrower shall insure all improvements on the Property, whether now in existence or subsequently erected, against any hazards, casualties, and contingencies, including fire, for which Lender requires insurance. This insurance shall be maintained in the amounts and for the periods that Lender requires. Borrower shall also insure all improvements on the Property, whether now in existence or subsequently

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erected, against loss by floods to the extent required by the Secretary. All insurance shall be carried with companies approved by Lender. The insurance policies and any renewals shall be held by Lender and shall include loss payable clauses in favor of, and in a form acceptable to, Lender.

In the event of loss, Borrower shall give Lender immediate notice by mail. Lender may make proof of loss if not made promptly by Borrower. Each insurance company concerned is hereby authorized and directed to make payment for such loss directly to Lender, instead of to Borrower and to Lender jointly. All or any part of the insurance proceeds may be applied by Lender, at its option, either

- (a) to the reduction of the indebtedness under the Note and this Security Instrument, first to any delinquent amounts applied in the order in Paragraph 3, and then to prepayment of principal, or
- (b) to the restoration or repair of the damaged Property. Any application of the proceeds to the principal shall not extend or postpone the due date of the monthly payments which are referred to in Paragraph 2, or change the amount of such payments. Any excess insurance proceeds over an amount required to pay all outstanding indebtedness under the Note and this Security Instrument shall be paid to the entity legally entitled thereto.

In the event of foreclosure of this Security Instrument or other transfer of title to the Property that extinguishes the indebtedness, all right, title and interest of Borrower in and to insurance policies in force shall pass to the purchaser.

**5. Occupancy, Preservation, Maintenance and Protection of the Property; Borrower's Loan Application; Leaseholds**

Borrower shall occupy, establish, and use the Property as Borrower's principal residence within sixty days after the execution of this Security Instrument (or within sixty days of a later sale or transfer of the Property) and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender determines that requirement will cause undue hardship for Borrower, or unless extenuating circumstances exist which are beyond Borrower's control. Borrower shall notify Lender of any extenuating circumstances. Borrower shall not commit waste or destroy, damage or substantially change the Property or allow the Property to deteriorate, reasonable wear and tear excepted. Lender may inspect the Property if the Property is vacant or abandoned or the loan is in default. Lender may take reasonable action to protect and preserve such vacant or abandoned property. Borrower shall also be in default if borrower, during the loan application process, gave materially false or inaccurate information or statements to Lender (or failed to provide Lender with any material information) in connection with the loan evidenced by the Note, including, but not limited to, representations concerning Borrower's occupancy of the Property as a principal residence. If this Security Instrument is on a leasehold, Borrower shall comply with the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and fee title shall not be merged unless Lender agrees to the merger in writing.

**6. Condemnation**

The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of any part of the Property, or for conveyance in place of condemnation, are hereby assigned and shall be paid to Lender to the extent of the full amount of the indebtedness that remains unpaid under the Note and this Security Instrument. Lender shall apply such proceeds to the reduction of the indebtedness under the Note and this Security Instrument, first to any delinquent amounts applied in the order provided in Paragraph 3, and then to prepayment of principal. Any application of the proceeds to the principal shall not extend or postpone the due date of the monthly payments, which are referred to in Paragraph 2, or change the amount of such payments. Any excess

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proceeds over an amount required to pay all outstanding indebtedness under the Note and this Security Instrument shall be paid to the entity legally entitled thereto.

**7. Charges to Borrower and Protection of Lender's Rights in the Property**

Borrower shall pay all governmental or municipal charges, fines and impositions that are not included in Paragraph 2. Borrower shall pay these obligations on time directly to the entity which is owed the payment. If failure to pay would adversely affect Lender's interest in the Property, upon Lender's request Borrower shall promptly furnish to Lender receipts evidencing these payments.

If Borrower fails to make these payments or the payments required by Paragraph 2, or fails to perform any other covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Lender's rights in the Property (such as a proceeding in bankruptcy, for condemnation or to enforce laws or regulations), then Lender may do and pay whatever is necessary to protect the value of the Property and Lender's rights in the Property, including payment of taxes, hazard insurance and other items mentioned in Paragraph 2.

Any amounts disbursed by Lender under this Paragraph shall become an additional debt of Borrower and be secured by this Security Instrument. These amounts shall bear interest from the date of disbursement at the Note rate, and at the option of Lender shall be immediately due and payable.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower:

- (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender;
- (b) contests in good faith the lien by, or defends against enforcement of the lien in, legal proceedings which in the Lender's opinion operate to prevent the enforcement of the lien; or
- (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which may attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien or take one or more of the actions set forth above within 10 days of the giving of notice.

**8. Fees**

Lender may collect fees and charges authorized by the Secretary.

**9. Grounds for Acceleration of Debt**

- (a) **Default.** Lender may, except as limited by regulations issued by the Secretary in the case of payment defaults, require immediate payment in full of all sums secured by this Security Instrument if:
  - (i) Borrower defaults by failing to pay in full any monthly payment required by this Security Instrument prior to or on the due date of the next monthly payment, or
  - (ii) Borrower defaults by failing, for a period of thirty days, to perform any other obligations contained in this Security Instrument.
- (b) **Sale Without Credit Approval.** Lender shall, if permitted by applicable law (including Section 341(d) of the Garn-St Germain Depository Institutions Act of 1982, 12 U.S.C. 1701j-3(d)) and with the prior approval of the Secretary, require immediate payment in full of all sums secured by this Security Instrument if:

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- (i) All or part of the Property, or a beneficial interest in a trust owning all or part of the Property, is sold or otherwise transferred (other than by devise or descent), and
  - (ii) The Property is not occupied by the purchaser or grantee as his or her principal residence, or the purchaser or grantee does so occupy the Property, but his or her credit has not been approved in accordance with the requirements of the Secretary.
- (c) **No Waiver.** If circumstances occur that would permit Lender to require immediate payment in full, but Lender does not require such payments, Lender does not waive its rights with respect to subsequent events.
- (d) **Regulations of HUD Secretary.** In many circumstances regulations issued by the Secretary will limit Lender rights, in the case of payment defaults, to require immediate payment in full and foreclose if not paid. This Security Instrument does not authorize acceleration or foreclosure if not permitted by regulations of the Secretary.
- (e) **Mortgage Not Insured.** Borrower agrees that if this Security Instrument and the Note are not determined to be eligible for insurance under the National Housing Act within 60 days from the date hereof, Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument. A written statement of any authorized agent of the Secretary dated subsequent to 60 days from the date hereof, declining to insure this Security Instrument and the Note, shall be deemed conclusive proof of such ineligibility. Notwithstanding the foregoing, this option may not be exercised by Lender when the unavailability of insurance is solely due to Lender's failure to remit a mortgage insurance premium to the Secretary.

#### 10. Reinstatement

Borrower has a right to be reinstated if Lender has required immediate payment in full because of Borrower's failure to pay an amount due under the Note or this Security Instrument. This right applies even after foreclosure proceedings are instituted. To reinstate the Security Instrument, Borrower shall tender in a lump sum all amounts required to bring Borrower's account current including, to the extent they are obligations of Borrower under this Security Instrument, foreclosure costs and reasonable and customary attorney's fees and expenses properly associated with the foreclosure proceeding. Upon reinstatement by Borrower, this Security Instrument and the obligations that it secures shall remain in effect as if Lender had not required immediate payment in full. However, Lender is not required to permit reinstatement if:

- (i) Lender has accepted reinstatement after the commencement of foreclosure proceedings within two years immediately preceding the commencement of a current foreclosure proceeding,
- (ii) reinstatement will preclude foreclosure on different grounds in the future, or
- (iii) reinstatement will adversely affect the priority of the lien created by this Security Instrument.

#### 11. Borrower Not Released: Forbearance by Lender Not a Waiver

Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to any successor in interest of Borrower shall not operate to release the liability of the original Borrower or Borrower's successors in interest. Lender shall not be required to commence proceedings against any successor in interest or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.

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**12. Successors and Assigns Bound; Joint and Several Liability; Co-Signers**

The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of Paragraph 9(b). Borrowers covenants and agreements shall be joint and several. Any Borrower who co-signs this Security Instrument but does not execute the Note:

- (a) is co-signing this Security Instrument only to mortgage, grant and convey that Borrower's interest in the Property under the terms of this Security Instrument;
- (b) is not personally obligated to pay the sums secured by this Security Instrument; and
- (c) agrees that Lender and any other Borrower may agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without that Borrower's consent.

**13. Notices**

Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by mailing it by first class mail unless applicable law requires use of another method. The notice shall be directed to the Property Address or any other address Borrower designates by notice to Lender. Any notice to Lender shall be given by first class mail to Lender's address stated herein or any other address Lender designates by notice to Borrower. Any notice provided for in this Security Instrument shall be deemed to have been given to Borrower or Lender when given as provided in this paragraph.

**14. Governing Law; Severability**

This Security Instrument shall be governed by Federal law and the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Security Instrument or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision. To this end, the provisions of this Security Instrument and the Note are declared to be severable.

**15. Borrower's Copy**

Borrower shall be given one conformed copy of the Note and of this Security Instrument.

**16. Hazardous Substances**

Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property that is in violation of any Environmental law. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property.

Borrower shall promptly give Lender written notice of any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge. If Borrower learns, or is notified by any governmental or regulatory authority, that any removal or other remediation of any Hazardous Substances affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law.

As used in this paragraph 16, "Hazardous Substances" are those substances defined as toxic or hazardous substances by Environmental law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials. As used in this Paragraph 16, "Environmental law" means

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federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection.

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

**17. Assignment of Rents**

Borrower unconditionally assigns and transfers to Lender all the rents and revenues of the Property. Borrower authorizes Lender or Lender's agents to collect the rents and revenues and hereby directs each tenant of the Property to pay the rents to Lender or Lender's agents. However, prior to Lender's notice to Borrower of Borrower's breach of any covenant or agreement in the Security Instrument, Borrower shall collect and receive all rents and revenues of the Property as trustee for the benefit of Lender and Borrower. This assignment of rents constitutes an absolute assignment and not an assignment for additional security only.

If Lender gives notice of breach to Borrower: (a) all rents received by Borrower shall be held by Borrower as trustee for benefit of Lender only, to be applied to the sums secured by the Security Instrument; (b) Lender shall be entitled to collect and receive all of the rents of the Property; and (c) each tenant of the Property shall pay all rents due and unpaid to Lender or Lender's agent on Lender's written demand to the tenant.

Borrower has not executed any prior assignment of the rents and has not and will not perform any act that would prevent Lender from exercising its rights under this Paragraph 17.

Lender shall not be required to enter upon, take control of or maintain the Property before or after giving notice of breach to Borrower. However, Lender or a judicially appointed receiver may do so at any time there is a breach. Any application of rents shall not cure or waive any default or invalidate any other right or remedy of Lender. This assignment of rents of the Property shall terminate when the debt secured by the Security Instrument is paid in full.

**18. Foreclosure Procedure**

If Lender requires immediate payment in full under Paragraph 9, Lender may foreclose this Security Instrument by judicial proceeding. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in the Paragraph 18, 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.

If the Lender's interest in this Security Instrument is held by the Secretary and the Secretary requires immediate payment in full under Paragraph 9, the Secretary may invoke the nonjudicial power of sale provided in the Single Family Mortgage Foreclosure Act of 1994 ("Act") (12 U.S.C. 3751 et seq.) by requesting a foreclosure commissioner designated under the Act to commence foreclosure and to sell the Property as provided in the Act. Nothing in the preceding sentence shall deprive the Secretary of any rights otherwise available to a Lender under this Paragraph 18 or applicable law.

**19. Release**

Upon payment of all sums secured by this Security Instrument, this Security Instrument shall become null and void. Lender shall release this Security Instrument without charge to Borrower. Borrower shall pay any recordation costs.

**20. Waivers**

Borrower waives all rights of homestead exemption in the Property.

NMLS #: 13649 | DIANA TARKIA (NMLS #: 316314)

FHA South Carolina Mortgage - 12/13

402.30

P.W.

**21. Future Advances**

The lien of this Security Instrument shall secure the existing indebtedness under the Note and future advances made under this Security Instrument up to one hundred fifty percent (150%) of the original principal amount of the Note plus interest thereon, attorney's fees and court costs.

**22. Riders to This Security Instrument**

If one or more riders are executed by Borrower and recorded together with this Security Instrument, the covenants of each such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument. [Check applicable box(es)].

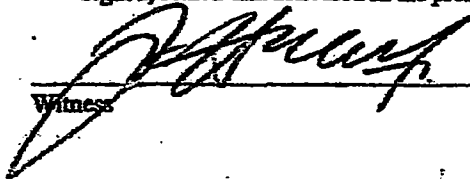
- Condominium Rider
- Planned Unit Development Rider
- Other [specify]
- Growing Equity Rider
- Graduated Payment Rider
- Adjustable Rate Rider

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any rider(s) executed by Borrower and recorded with it.



\_\_\_\_\_  
BORROWER - RONNELL DENAR WALKER

Signed, sealed and delivered in the presence of:

  
\_\_\_\_\_  
Witness  
\_\_\_\_\_  
Witness

F.W.

[Space Below This Line For Acknowledgment]

STATE OF SOUTH CAROLINA

COUNTY OF BERKELEY

The foregoing instrument was acknowledged before me this 27th day of June by RONWELL DENAR WALKER AN UNMARRIED MAN.

Jason B. Reynolds  
Notary Public for SOUTH CAROLINA

My Commission Expires: 9/10/2020

Jason B. Reynolds

MORTGAGE LOAN ORIGINATOR DIANA TARZIA  
NATIONWIDE MORTGAGE LICENSING SYSTEM AND REGISTRY IDENTIFICATION NUMBER  
316314  
MORTGAGE LOAN ORIGINATION COMPANY PRIMELENDING, A PLAINSCAPITAL COMPANY  
NATIONWIDE MORTGAGE LICENSING SYSTEM AND REGISTRY IDENTIFICATION NUMBER  
13649

*F.W.*

Sharon Muldrew  
220 Grayback Road  
Summerville, SC 29483



RECEIVED RECEIPT  
RECORDED

Jenny Abbott Kitchens  
Clerk, SC Court of Appeals  
1020 Senate Street  
Columbia, SC 29201

RECEIVED  
NOV 15 2019  
SC Court of Appeals

