

STATE OF SOUTH CAROLINA

COUNTY OF DORCHESTER

Farmers & Merchants Bank of South Carolina,

Plaintiff,

v.

Curtis R. Tucker; Ashley Tucker; SC Housing Corp., acting through South Carolina State Housing Finance and Development Authority's South Carolina Homeownership and Employment Lending Program; and South Carolina Federal Credit Union,

Defendants.

(13653-00173 EAB)

IN THE COURT OF COMMON PLEAS

DOCKET NO. 2019-CP-18-302

AMENDED RECORD OF HEARING

**RECEIVED**

NOV 26 2019

SC Court of Appeals

Pursuant to the Order of Reference granted in the above entitled action, a hearing was held herein on October 29, 2019, at 11:00 AM, before The Honorable James E. Chellis, Master in Equity.

Plaintiff's is represented by the firm of Turner Padgett Graham & Laney P.A.

According to the Complaint filed by Plaintiff (the "Complaint"), the Loan Documents, as that term defined in the Complaint, are in default.

The original Lis Pendens was filed on February 13, 2019.

Proof of service was filed herein and shows that service of the Summons and Complaint was properly made upon the Defendants.

Ashley Tucker, and South Carolina Federal Credit Union are in default and have not filed an Answer.

SC Housing Corp., acting through South Carolina State Housing Finance and Development Authority's South Carolina Homeownership and Employment Lending Program timely filed an Answer on March 8, 2019.

A hearing was held on June 17, 2019 before The Honorable James E. Chellis, Master in Equity, where Defendant, Ashley Tucker, made an appearance stating that Defendant, Curtis

Tucker, was incarcerated. The hearing was thereby continued so as to allow Plaintiff to perfect service on Defendant and appoint a Guardian ad Litem pursuant to Rule 17(d)(4), SCRCP and Rule(d)(2), SCRCP.

Plaintiff filed Notice of Order Appointing Guardian for Incarcerated Defendant, Curtis R. Tucker, on June 26, 2019.

Thereafter, Defendant, Curtis Tucker, made no attempt to appoint a Guardian ad Litem. Plaintiff filed a Consent Motion for Appointment of Guardian ad Litem on August 16, 2019 and the Order for Appointment of Guardian ad Litem was entered on August 27, 2019.

An Answer and Consent to Reference for Incarcerated Defendant was filed August 30, 2019 through Kelley Y. Woody, Guardian ad Litem Nisi for Curtis Tucker.

Pursuant to South Carolina Supreme Court Administrative Order 2011-05-02-01, the attorney for the Plaintiff certified that that the property that is the subject of this action is owner occupied and has complied with the certification requirements of the Order.

Plaintiff's attorney presented or will present copies of the following documents:

1. Affidavit of Attorney's Fees and Costs
2. Notice of Hearing and Certificate of Mailing
3. Promissory Note
4. Mortgage
5. Affidavit Verified Statement of Account

Plaintiff established the total debt amount secured by the Note and Mortgage is \$85,125.41, exclusive of attorney's fees and costs. Plaintiff established that the Note is in default for failure to make the June 8, 2018, and all subsequent payments.

Pursuant to South Carolina Code Sections 29-3-650 and 29-3-660, Plaintiff specifically demands and is entitled to a personal or deficiency judgment, unless heretofore or hereafter released, against Curtis R. Tucker, the Defendant hereby obligated for the above-described debt, in the event the proceeds of the sale of the mortgaged property are insufficient to pay in full the indebtedness, including costs of collection. Plaintiff may waive any of its rights, including its right to a personal or deficiency judgment, at any time prior to the foreclosure sale.

Plaintiff asks that the mortgage be foreclosed, that the property be sold at public auction in accordance with law, and that the sale be made subject to taxes and assessments, existing easements or restrictions, and any other senior encumbrances.

**Turner Padget Graham & Laney P.A.**

/s/Elizabeth A. Blackwell  
Elizabeth A. Blackwell  
40 Calhoun Street, Suite 200 (29401)  
Post Office Box 22129  
Charleston, SC 29413  
(843) 579-8303 telephone  
(843) 577-1628 fax  
EBlackwell@turnerpadget.com

Charleston, South Carolina  
October 24, 2019

STATE OF SOUTH CAROLINA

COUNTY OF DORCHESTER

Farmers & Merchants Bank of South Carolina,

Plaintiff,

v.

Curtis R. Tucker; Ashley Tucker; SC Housing Corp., acting through South Carolina State Housing Finance and Development Authority's South Carolina Homeownership and Employment Lending Program; and South Carolina Federal Credit Union,

Defendants.

IN THE COURT OF COMMON PLEAS

DOCKET NO. 2019-CP-18-302

AFFIDAVIT OF  
ATTORNEY'S FEES AND COSTS

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SC Court of Appeals

(13653-00173 EAB)

The undersigned being duly sworn, deposes and says as follows:

1. I am an attorney with the law firm of Turner Padgett Graham & Laney P.A. and am over the age of 18.
2. I am the attorney for the Plaintiff in the above-referenced matter, and this firm has been representing the Plaintiff in this particular matter since December 2018.
3. I was retained to collect an amount due from the Borrowers as evidenced by a Promissory Note dated October 3, 2013.
4. I, or one of my colleagues, along with highly trained and efficient non-attorney professionals, have been responsible for preparing correspondence regarding the enforcement of the Loan Documents, a Summons and Verified Complaint, Affidavits of Debt, Lis Pendens, Certificate of Default, Certificate of Compliance with Administrative Order, Order of Reference, Record of Hearing, proposed Judgment of Foreclosure and Sale, Form 4, this Affidavit of Attorney's Fees and Costs, and other supporting correspondence and Affidavits in regard to the pleadings; and will further prepare other documents necessary to bring this matter to conclusion through judicial sale of the property.
5. Pursuant to the terms of the Loan Documents, Plaintiff is entitled to recover all of its expenses and actual attorney's fees and costs in connection with Plaintiff's enforcement of the Loan Documents. This foreclosure is being handled on an hourly basis of \$225.00 per hour for attorney time and \$100.00 per hour for non-attorney professionals.

6. Costs and expenses incurred in connection with this foreclosure action are in the amount of \$1,861.79, as shown below.

Title Abstract.....	\$270.00
Filing Fee .....	\$180.32
Service .....	\$500.00
Court Reporter (6/17/19 hearing).....	\$150.00
Mileage to/from hearing on 6/17/19.....	\$59.51
Fayette County Sheriff (service for incarcerated) .....	\$45.22
Guardian Ad Litem.....	\$500.00
Guardian Ad Litem (filing fee) .....	\$31.74
<u>Reference Fee.....</u>	<u>\$125.00</u>
<b>TOTAL .....</b>	<b>\$1,861.79</b>

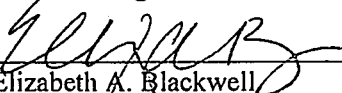
7. I, Elizabeth Blackwell, have practiced law for almost 10 years. I have handled an extensive number of mortgage foreclosure cases, including contested cases and cases involving resolution of title issues. I concentrate my practice in the areas of commercial and consumer foreclosure, bankruptcy and creditor's rights litigation.

8. In determining recoverable attorney's fees, I have found that courts generally award attorney's fees of \$6,039.00 or more for similar foreclosure cases in South Carolina. The fee I am requesting in this case is in line with those awards. This sum is contemplated in language contained in the mortgage previously offered into evidence in this action.

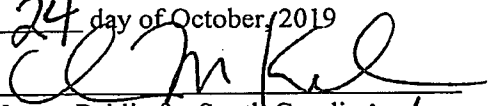
9. I believe that an attorney's fee, in the amount of \$6,039.00, and costs in the amount of \$1,861.79, are reasonable in connection with this debt collection, and that Plaintiff is entitled to these amounts pursuant to the provisions of the Loan Documents.

AND FURTHER THE AFFIANT SAITH NOT.

Turner Padget Graham & Laney P.A.

  
 \_\_\_\_\_  
 Elizabeth A. Blackwell  
 40 Calhoun Street, Suite 200 (29401)  
 Post Office Box 22129  
 Charleston, SC 29413  
 (843) 576-8303 telephone  
 (843) 577-1628 fax  
[EBlackwell@turnerpadget.com](mailto:ELblackwell@turnerpadget.com)

SWORN to before me this 24 day of October, 2019

  
 \_\_\_\_\_  
 Notary Public for South Carolina  
 My Commission Expires: 6/17/25

**ANDREA MARKOVIC KALMUKOS**  
 NOTARY PUBLIC  
 State of South Carolina  
 My Commission Expires June 17, 2025

**RECEIVED**  
 NOV 26 2019  
 SC Court of Appeals

STATE OF SOUTH CAROLINA )  
 )  
COUNTY OF DORCHESTER )  
 )  
Farmers & Merchants Bank of South )  
Carolina, )  
 )  
Plaintiff, )  
 )  
vs. )  
 )  
Curtis R. Tucker; Ashley Tucker; SC )  
Housing Corp., acting through South )  
Carolina State Housing Finance and )  
Development Authority's South Carolina )  
Homeownership and Employment Lending )  
Program; and South Carolina Federal Credit )  
Union, )  
 )  
Defendants. )

IN THE COURT OF COMMON PLEAS  
Civil Action No. 2019-CP-18-00302

**NOTICE OF FINAL  
FORECLOSURE HEARING**

13653.00173 EAB

YOU WILL PLEASE TAKE NOTICE THAT, by virtue of the Order of Reference issued in the above-entitled cause, a hearing will be held before The Honorable James E. Chellis, Master-in-Equity for Dorchester County, on **Tuesday, October 29, 2019 at 11:00 a.m.** at the Dorchester County Judicial Center located at 5200 E. Jim Bilton Blvd., St. George, South Carolina 29477.

YOU ARE FURTHER NOTIFIED that Plaintiff intends to present written testimony. If any Defendant objects to same, said Defendant shall provide written notice of an objection to Plaintiff through Plaintiff's undersigned counsel at least forty-eight (48) hours prior to hearing

TURNER PADGET GRAHAM & LANEY P.A.

By: /s/Elizabeth A. Blackwell  
Elizabeth A. Blackwell (SC Bar No. 78756)  
E-mail: eblackwell@turnerpadget.com  
P.O. Box 22129  
Charleston, South Carolina 29413  
Telephone: (843) 576-2800  
Fax: (843) 577-3369  
ATTORNEYS FOR PLAINTIFF

Charleston, South Carolina  
September 17, 2019



# Farmers & Merchants Bank

OF SOUTH CAROLINA

LOAN NUMBER	LOAN NAME	ACCT. NUMBER	NOTE DATE	INITIALS
██████████	CURTIS R TUCKER		10/03/13	PW
NOTE AMOUNT	INDEX (w/Margin)	RATE	MATURITY DATE	LOAN PURPOSE
\$89,275.00	Wall Street Journal Prime plus 2.000%	7.250%	10/08/33	Consumer
Creditor Use Only				

## PROMISSORY NOTE AND TRUTH-IN-LENDING DISCLOSURES

(Consumer - Closed End)

**DATE AND PARTIES.** The date of this Promissory Note and Truth-in-Lending Disclosures (Note) is October 3, 2013. The parties and their addressees are:

**LENDER:**  
**FARMERS & MERCHANTS BANK OF SOUTH CAROLINA**  
 221 East Main Street  
 Moncks Corner, SC 29461-0578  
 Telephone: (843) 761-8888

**BORROWER:**  
 CURTIS R TUCKER  
 276 DEPOT AVE  
 SALLEY, SC 29137

**1. DEFINITIONS.** As used in this Note, the terms have the following meanings:

- A. **Pronouns.** The pronouns "I," "me," and "my" refer to each Borrower signing this Note, individually and together with their heirs, successors and assigns, and each other person or legal entity (including guarantors, endorsers, and sureties) who agrees to pay this Note. "You" and "Your" refer to the Lender, any participants or syndicators, successors and assigns, or any person or company that acquires an interest in the Loan.
- B. **Note.** Note refers to this document, and any extensions, renewals, modifications and substitutions of this Note.
- C. **Loan.** Loan refers to this transaction generally, including obligations and duties arising from the terms of all documents prepared or submitted for this transaction such as applications, security agreements, disclosures or notes, and this Note.
- D. **Loan Documents.** Loan Documents refer to all the documents executed as a part of or in connection with the Loan.
- E. **Property.** Property is any property, real, personal or intangible, that secures my performance of the obligations of this Loan.
- F. **Percent.** Rates and rate change limitations are expressed as annualized percentages.
- G. **Dollar Amounts.** All dollar amounts will be payable in lawful money of the United States of America.

**2. FEDERAL TRUTH-IN-LENDING DISCLOSURES.**

ANNUAL PERCENTAGE RATE	FINANCE CHARGE	AMOUNT FINANCED	TOTAL OF PAYMENTS
The cost of my credit as a yearly rate. <b>7.426%</b>	The dollar amount the credit will cost me. <b>\$81,432.22</b>	The amount of credit provided to me or on my behalf. <b>\$89,082.50</b>	The amount I will have paid when I have made all scheduled payments. <b>\$169,514.72</b>

**INTEREST RATE AND PAYMENT SUMMARY**

	INTRODUCTORY Rate & Monthly Payment (for first 24 months)	MAXIMUM EVER (as early as 10/03/2015)
Interest Rate	7.250%	21.000%
Principal + Interest Payment	\$706.31	\$1,527.79
Estimated Taxes + Insurance (Escrow)	\$173.01	\$173.01
<b>Total Estimated Monthly Payment</b>	<b>\$879.32</b>	<b>\$1,700.80</b>

No Guarantee to Refinance. There is no guarantee that you will be able to refinance to lower your rate and payments.  
 Variable Rate. My loan contains a variable rate feature. Disclosures about the variable rate feature have been provided to me earlier.  
 Security. I am giving a security interest in:  
 1 - 4 Family Dwelling  
 Filing Fees. Recording Fee - Mortgage: \$25.00.  
 Late Charge. If a payment is more than 10 days late, I will be charged 5.000 percent of the Unpaid Portion of Payment or \$17.50, whichever is less.  
 These amounts may change pursuant to §§ 37-1-109 and 37-3-203 of the South Carolina Consumer Protection Code.  
 Prepayment. If I pay off early, I will not have to pay a minimum charge.  
 Assumption. Someone buying the Property securing the obligation cannot assume the remainder of the obligation on the original terms.  
 Contract Documents. I will see my contract documents for any additional information about nonpayment, default, any required repayment in full before the scheduled date, and prepayment refunds and penalties.

**3. PROMISE TO PAY.** For value received, I promise to pay you or your order, at your address, or at such other location as you may designate, the principal sum of \$89,275.00 (Principal) plus interest from October 3, 2013 on the unpaid Principal balance until this Note matures or this obligation is accelerated.

**4. INTEREST.** Interest will accrue on the unpaid Principal balance of this Note at the rate of 7.250 percent (Interest Rate) until October 3, 2015, after which time it may change as described in the Variable Rate subsection.

A. **Post-Maturity Interest.** After maturity or acceleration, interest will accrue on the unpaid Principal balance of this Note at the Interest Rate in effect from time to time, until paid in full.

ELECTRONICALLY FILED - 2019 Oct 24 10:27 AM - DORCHESTER - COMMON PLEAS - CASE#2019CP1800302

B. Maximum Interest Amount. Any amount assessed or collected as interest under the terms of this Note will be limited to the maximum lawful amount of interest allowed by state or federal law, whichever is greater. Amounts collected in excess of the maximum lawful amount will be applied first to the unpaid Principal balance. Any remainder will be refunded to me.

C. Statutory Authority. The amount assessed or collected on this Note is authorized by the South Carolina Consumer Protection Code (S.C. Code Ann. §§ 37-3-101 et. seq.

D. Accrual. Interest accrues using an Actual/Actual days counting method.

E. Variable Rate. The Interest Rate may change during the term of this transaction.

(1) Index. Beginning with the first Change Date, the Interest Rate will be based on the following index: the base rate on corporate loans posted by at least 70% of the 10 largest U.S. banks known as the Wall Street Journal U.S. Prime Rate.

The Current Index is the most recent index figure available on each Change Date. You do not guarantee by selecting this Index, or the margin, that the Interest Rate on this Note will be the same rate you charge on any other loans or class of loans you make to me or other borrowers. If this Index is no longer available, you will substitute a similar index. You will give me notice of your choice.

(2) Change Date. Each date on which the Interest Rate may change is called a Change Date. The Interest Rate may change October 3, 2015 and every 24 months thereafter.

(3) Calculation Of Change. On each Change Date you will calculate the Interest Rate, which will be the Current Index plus 2.000 percent. The result of this calculation will be rounded to the nearest .01 percent. Subject to any limitations, this will be the Interest Rate until the next Change Date. The new Interest Rate will become effective on each Change Date. The Interest Rate and other charges on this Note will never exceed the highest rate or charge allowed by law for this Note.

(4) Notice of Change. At least 25 days, but no more than 120 days, before the effective date of any payment change, you will deliver or mail to me a notice of any changes in my interest rate and the amount of my scheduled payment.

(5) Limitations. The Interest Rate changes are subject to the following limitations:

(a) Lifetime. The Interest Rate will never be greater than 21.000 percent or less than 7.250 percent.

(6) Effect Of Variable Rate. A change in the Interest Rate will have the following effect on the payments: The amount of scheduled payments will change.

5. ADDITIONAL CHARGES. As additional consideration, I agree to pay, or have paid, these additional fees and charges.

A. Nonrefundable Fees and Charges. The following fees are earned when collected and will not be refunded if I prepay this Note before the scheduled maturity date.

Homeowner's Insurance Reserves. A(n) Homeowner's Insurance Reserves fee of \$226.66 payable from separate funds on or before today's date.

Property Taxes. A(n) Property Taxes fee of \$716.16 payable from separate funds on or before today's date.

Loan Origination. A(n) Loan Origination fee of \$892.50 payable from separate funds on or before today's date.

Closing - Affects APR. A(n) Closing - Affects APR fee of \$300.00 payable from separate funds on or before today's date.

Appraisal Fee. A(n) Appraisal Fee fee of \$350.00 payable from separate funds on or before today's date.

Mortgage Release Fee. A(n) Mortgage Release Fee fee of \$25.00 payable from the loan proceeds.

Recording - Mortgage. A(n) Recording - Mortgage fee of \$25.00 payable from separate funds on or before today's date.

Owner's Title Insurance. A(n) Owner's Title Insurance fee of \$100.00 payable from separate funds on or before today's date.

Homeowner's Insurance. A(n) Homeowner's Insurance fee of \$1,360.00 payable from separate funds on or before today's date.

Attorneys. A(n) Attorneys fee of \$36.00 payable from separate funds on or before today's date.

Abstract or Title Search. A(n) Abstract or Title Search fee of \$125.00 payable from separate funds on or before today's date.

6. REMEDIAL CHARGES. In addition to interest or other finance charges, I agree that I will pay these additional fees based on my method and pattern of payment. Additional remedial charges may be described elsewhere in this Note.

A. Late Charge. If a payment is more than 10 days late, I will be charged 5.000 percent of the Unpaid Portion of Payment or \$17.50, whichever is less. I will pay this late charge promptly but only once for each late payment. I agree that you may change these amounts pursuant to §§ 37-1-109 and 37-3-203 of the South Carolina Consumer Protection Code so as to always be the maximum amounts allowed by law.

7. PAYMENT. I agree to pay this Note in 240 payments. A payment of \$708.31 will be due November 8, 2013, and on the 8th day of each month thereafter. I will make 24 scheduled payments of this amount. The scheduled payment amount may then change every 24 payments thereafter. Changes in the Interest Rate will not affect the scheduled payment amount during these periods. With each scheduled payment change the payment amount will be adjusted to reflect changes in the Interest Rate during the remaining term of this Note. In addition, changes to the scheduled payment amounts are subject to changes in the Interest Rate as described in the Variable Rate subsection of this Note. A final payment of the entire unpaid balance of Principal and interest will be due October 8, 2033.

Payments will be rounded to the nearest \$0.01. With the final payment I also agree to pay any additional fees or charges owing and the amount of any advances you have made to others on my behalf. Payments scheduled to be paid on the 29th, 30th or 31st day of a month that contains no such day will, instead, be made on the last day of such month.

Each payment I make on this Note will be applied first to interest that is due, then to principal that is due, then to escrow that is due, and finally to any charges that I owe other than principal and interest. No late charge will be assessed on any payment when the only delinquency is due to late fees assessed on earlier payments and the payment is otherwise a full payment. You may change how payments are applied in your sole discretion without notice to me. The actual amount of my final payment will depend on my payment record.

8. RIGHT TO REFINANCE. If any scheduled payment is more than twice as large as the average of earlier scheduled payments, I have the right to refinance the amount of such payment at the time it is due without penalty, as provided for by state law. The terms of the refinancing shall be no less favorable than the terms of the original transaction. This section does not apply if the payment schedule was adjusted because of my seasonal or irregular income. This section also does not apply to the extent that this is an alternative mortgage instrument or if you and I have agreed to a formula for determining the rate of loan finance charge and any change in the amount of payment upon renegotiation or refinancing elsewhere in this Note.

9. PREPAYMENT. I may prepay this Note in full or in part at any time. Any partial prepayment will not excuse any later scheduled payments until I pay in full.

10. LOAN PURPOSE. The purpose of this Loan is PURCHASE PRIMARY RESIDENCE.

11. SECURITY. The Loan is secured by separate security instruments prepared together with this Note as follows:

Document Name	Parties to Document	Date of Security Document
Mortgage - 156 SHADY LANE, SUMMERVILLE, SC 29485 TMS #153-10-00-014, . SC	CURTIS R TUCKER	10/03/2013

12. DEFAULT. I will be in default if any of the following events (known separately and collectively as an Event of Default) occur:

A. Payments. I fail to make a payment when due.

B. Other Events. Anything else happens that causes you to reasonably believe that the prospect of payment, performance or realization of the Property is significantly impaired.

13. DUE ON SALE. You may, at your option, declare the entire balance of this Note to be immediately due and payable upon the creation of, or contract for the creation of, any transfer or sale of all or any part of the Property. This right is subject to the restrictions imposed by federal law (12 C.F.R. 591), as applicable.

14. WAIVERS AND CONSENT. To the extent not prohibited by law and except for a required notice of right to cure for the failure to make a required payment, if any, I waive protest, presentment for payment, demand, notice of acceleration, notice of intent to accelerate and notice of dishonor.

A. Additional Waivers By Borrower. In addition, I, and any party to this Note and Loan, to the extent permitted by law, consent to certain actions you may take, and generally waive defenses that may be available based on these actions or based on the status of a party to this Note.

(1) You may renew or extend payments on this Note, regardless of the number of such renewals or extensions.

(2) You may release any Borrower, endorser, guarantor, surety, accommodation maker or any other co-signer.

(3) You may release, substitute or impair any Property securing this Note.

(4) You, or any institution participating in this Note, may invoke your right of set-off.



[6] You may enter into any sales, repurchases or participations of this Note to any person in any amounts and I waive notice of such sales, repurchases or participations.

[8] I agree that any of us signing this Note as a Borrower is authorized to modify the terms of this Note or any instrument securing, guarantying or relating to this Note.

B. No Waiver By Lender. Your course of dealing, or your forbearance from, or delay in, the exercise of any of your rights, remedies, privileges or right to insist upon my strict performance of any provisions contained in this Note, or any other Loan Document, shall not be construed as a waiver by you, unless any such waiver is in writing and is signed by you.

15. REMEDIES. After I default, and after you give any legally required notice and opportunity to cure the default, you may at your option do any one or more of the following:

A. Acceleration. You may make all or any part of the amount owing by the terms of this Note immediately due. This remedy is subject to my limited right to cure certain defaults and to receive notice of such a right under S.C. Code Ann. §§ 37-5-110 and 37-5-111.

B. Sources. You may use any and all remedies you have under state or federal law or in any Loan Document.

C. Insurance Benefits. You may make a claim for any and all insurance benefits or refunds that may be available on my default.

D. Payments Made On My Behalf. Amounts advanced on my behalf will be immediately due and may be added to the balance owing under the terms of this Note, and accrue interest at the highest post-maturity interest rate.

E. Set-Off. You may use the right of set-off. This means you may set-off any amount due and payable under the terms of this Note against any right I have to receive money from you.

My right to receive money from you includes any deposit or share account balance I have with you; any money owed to me on an item presented to you or in your possession for collection or exchange; and any repurchase agreement or other non-deposit obligation. "Any amount due and payable under the terms of this Note" means the total amount to which you are entitled to demand payment under the terms of this Note at the time you set-off.

Subject to any other written contract, if my right to receive money from you is also owned by someone who has not agreed to pay this Note, your right of set-off will apply to my interest in the obligation and to any other amounts I could withdraw on my sole request or endorsement.

Your right of set-off does not apply to an account or other obligation where my rights arise only in a representative capacity. It also does not apply to any Individual Retirement Account or other tax-deferred retirement account.

You will not be liable for the dishonor of any check when the dishonor occurs because you set-off against any of my accounts. I agree to hold you harmless from any such claims arising as a result of your exercise of your right of set-off.

F. Waiver. Except as otherwise required by law, by choosing any one or more of these remedies you do not give up your right to use any other remedy. You do not waive a default if you choose not to use a remedy. By electing not to use any remedy, you do not waive your right to later consider the event a default and to use any remedies if the default continues or occurs again.

16. COLLECTION EXPENSES AND ATTORNEYS' FEES. On or after the occurrence of an Event of Default, to the extent permitted by law, I agree to pay all expenses of collection, enforcement or protection of your rights and remedies under this Note or any other Loan Document. Expenses include, but are not limited to, reasonable attorneys' fees not in excess of 15 percent of the unpaid debt after default and referral to an attorney who is not your salaried employee. These expenses are due and payable immediately. If not paid immediately, these expenses will bear interest from the date of payment until paid in full at the highest interest rate in effect as provided for in the terms of this Note. All fees and expenses will be secured by the Property I have granted to you, if any. In addition, to the extent permitted by the United States Bankruptcy Code, I agree to pay the reasonable attorneys' fees incurred by you to protect your rights and interests in connection with any bankruptcy proceedings initiated by or against me.

17. COMMISSIONS. I understand and agree that you (or your affiliate) will earn commissions or fees on any insurance products, and may earn such fees on other services that I buy through you or your affiliate.

18. WARRANTIES AND REPRESENTATIONS. I have the right and authority to enter into this Note. The execution and delivery of this Note will not violate any agreement governing me or to which I am a party.

19. INSURANCE. I agree to obtain the insurance described in this Loan Agreement.

A. Property Insurance. I will insure or retain insurance coverage on the Property and abide by the insurance requirements of any security instrument securing the Loan.

B. Flood Insurance. Flood insurance is not required at this time. It may be required in the future should the property be included in an updated flood plain map. If required in the future, I may obtain flood insurance from anyone I want that is reasonably acceptable to you.

C. Insurance Warranties. I agree to purchase any insurance coverages that are required, in the amounts you require, as described in this or any other documents I sign for the Loan. I will provide you with continuing proof of coverage. I will buy or provide insurance from a firm licensed to do business in the State where the Property is located. If I buy or provide the insurance from someone other than you, the firm will be reasonably acceptable to you. I will have the insurance company name you as loss payee on any insurance policy. You will apply the insurance proceeds toward what I owe you on the outstanding balance. I agree that if the insurance proceeds do not cover the amounts I still owe you, I will pay the difference. I will keep the insurance until all debts secured by this agreement are paid. If I want to buy the insurance from you, I have signed a separate statement agreeing to this purchase.

20. APPLICABLE LAW. This Note is governed by the laws of South Carolina, the United States of America, and to the extent required, by the laws of the jurisdiction where the Property is located, except to the extent such state laws are preempted by federal law.

A. South Carolina Consumer Protection Code Applies. I agree that this Loan is subject to Sections 37-1-101 through 37-6-809 of the South Carolina Consumer Protection Code, as amended (including Section 37-3-201).

21. JOINT AND INDIVIDUAL LIABILITY AND SUCCESSORS. My obligation to pay the Loan is independent of the obligation of any other person who has also agreed to pay it. You may sue me alone, or anyone else who is obligated on the Loan, or any number of us together, to collect the Loan. Extending the Loan or new obligations under the Loan, will not affect my duty under the Loan and I will still be obligated to pay the Loan. This Note shall inure to the benefit of and be enforceable by you and your successors and assigns and shall be binding upon and enforceable against me and my personal representatives, successors, heirs and assigns.

22. AMENDMENT, INTEGRATION AND SEVERABILITY. This Note may not be amended or modified by oral agreement. No amendment or modification of this Note is effective unless made in writing and executed by you and me. This Note and the other Loan Documents are the complete and final expression of the agreement. If any provision of this Note is unenforceable, then the unenforceable provision will be severed and the remaining provisions will still be enforceable. No present or future agreement securing any other debt I owe you will secure the payment of this Loan if, with respect to this loan, you fail to fulfill any necessary requirements or limitations of Sections 191a), 32 or 35 of Regulation Z or if, as a result, this Loan would become subject to Section 670 of the John Warner National Defense Authorization Act for Fiscal Year 2007.

23. INTERPRETATION. Whenever used, the singular includes the plural and the plural includes the singular. The section headings are for convenience only and are not to be used to interpret or define the terms of this Note.

24. NOTICE, FINANCIAL REPORTS AND ADDITIONAL DOCUMENTS. Unless otherwise required by law, any notice will be given by delivering it or mailing it by first class mail to the appropriate party's address listed in the DATE AND PARTIES section, or to any other address designated in writing. Notice to one Borrower will be deemed to be notice to all Borrowers. I will inform you in writing of any change in my name, address or other application information. I will provide you with correct and complete financial statements or other information you request. I agree to sign, deliver, and file any additional documents or certifications that you may consider necessary to perfect, continue, and preserve my obligations under this Loan and to confirm your lien status on any Property. Time is of the essence.

25. CREDIT INFORMATION. I agree to supply you with whatever information you reasonably request. You will make requests for this information without undue frequency, and will give me reasonable time in which to supply the information.

26. ERRORS AND OMISSIONS. I agree, if requested by you, to fully cooperate in the correction, if necessary, in the reasonable discretion of you of any and all loan closing documents so that all documents accurately describe the loan between you and me. I agree to assume all costs including by way of illustration and not limitation, actual expenses, legal fees and marketing losses for failing to reasonably comply with your requests within thirty (30) days.

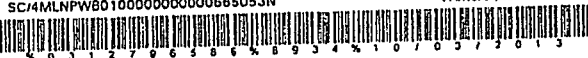
27. SIGNATURES. By signing under seal, I agree to the terms contained in this Note. I also acknowledge receipt of a copy of this Note.

CURTIS R TUCKER

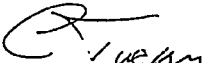
South Carolina Promissory Note and Truth-in-Lending Disclosure  
SC74MLNPVBD10000000000068053N

Walters Kluwer Financial Services ©1996, 2013 Bankers' Systems™

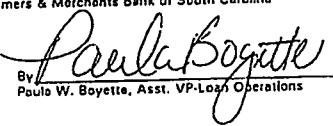
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Page 3

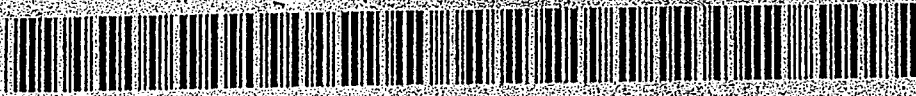


BORROWER:

  
Date 10-3-13 (Seal)  
CURTIS R TUCKER  
Individually

LENDER:

Farmers & Merchants Bank of South Carolina  
  
Date 10-3-13 (Seal)  
By Paula W. Boyette, Asst. VP-Loan Operations



Recording Date: 10/09/2013 Instrument: 7 Book: 9041 Page: 349-354

FILED-RECORDED  
RMC / ROD

2013 Oct 09 AM 8:37:37

DORCHESTER COUNTY  
SC Deed Rec Fee: .00  
Dor Co Deed Rec Fee: .00  
Filing Fee: 11.00  
Exemption #:  
MARGARET L. BAILEY  
Register of Deeds



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

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

ELECTRONICALLY FILED - 2019 Oct 24 10:27 AM - DORCHESTER - COMMON PLEAS - CASE#2019CP1800302

FILED/RECORDED  
OCTOBER 9, 2013  
DORCHESTER COUNTY  
REGISTER OF DEEDS

# MORTGAGE

THIS MORTGAGE is made this 3rd day of October  
20 13, between the Mortgagor, Curtis R. Ticker  
(herein "Borrower"), and the Mortgagee  
Farmers & Merchants Bank of South Carolina, a corporation organized and existing  
under the laws of United States of America, whose address is 221 East Main Street  
Moncks Corner, SC 29461 (herein "Lender").

WHEREAS, Borrower is indebted to Lender in the principal sum of Eighty-Nine Thousand Two  
hundred Seventy-Five & 00/100 \$89,275.00 dollars, whose indebtedness is evidenced by Borrower's note  
dated 10/3/2013 (herein "Note"), providing for monthly installments of principal and interest,  
with the balance of the indebtedness, if not sooner paid, due and payable on 9/3/2023

TO SECURE to Lender (a) the repayment of the indebtedness evidenced by the Note, with interest thereon, the  
payment of all other sums, with interest thereon, advanced in accordance herewith to protect the security of this Mort-  
gage, and the performance of the covenants and agreements of Borrower herein contained, and (b) the repayment  
of any renewals, extensions or modification of the aforesaid Note upon the same or different terms or at the same  
or different rate of interest in accordance with the laws of the State of South Carolina; and (c) the repayment of any  
future advances, with interest thereon, made to Borrower by Lender pursuant to paragraph 21 hereof (herein "Future  
Advances"). Borrower does hereby mortgage, grant and convey to Lender and Lender's successors and assign, the  
following described property:

SEE EXHIBIT "A" ATTACHED HERETO AND INCORPORATED HEREIN

Weeks & Irvine, LLC  
106 West 7th North Street  
Summerville, SC 29483

155 Shady Lane, Summerville, SC 29485

13. 7817CW

which has the address of \_\_\_\_\_ (Street) \_\_\_\_\_ (City)  
\_\_\_\_\_ (herein "Property Address");  
(State and Zip Code)

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To Have and to Hold unto Lender and Lender's successors and assigns, forever, together with all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances, rents, royalties, mineral, oil and gas rights and profits, water, water rights, and water stock, and all fixtures now or hereafter attached to the property, all of which, including replacements and additions thereto, shall be deemed to be and remain a part of the property covered by this Mortgage; and all of the foregoing, together with said property (or the leasehold estate if this Mortgage is on a leasehold) are herein referred to as the "Property."

Borrower covenants that Borrower is lawfully seized of the estate hereby conveyed and has the right to mortgage, grant and convey the Property, that the Property is unencumbered, and that Borrower will warrant and defend generally the title to the Property against all claims and demands, subject to any declarations, easements or restrictions listed in a schedule of exceptions to coverage in any title insurance policy insuring Lender's interest in the Property.

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

1. **Payment of Principal and Interest.** Borrower shall promptly pay when due the principal of and interest on the indebtedness evidenced by the Note, prepayment and late charges as provided in the Note, and the principal of and interest on any Future Advances secured by this Mortgage.

2. **Funds for Taxes and Insurance.** Subject to applicable law or to a written waiver by Lender, Borrower shall pay to Lender on the day monthly installments of principal and interest are payable under the Note, until the Note is paid in full, a sum (herein "Funds") equal to one-twelfth of the yearly taxes and assessments which may attain priority over this Mortgage, and ground rents on the Property, if any, plus one-twelfth of yearly premium installments for hazard insurance, plus one-twelfth of yearly premium installments for mortgage insurance, if any, all as reasonably estimated initially and from time to time by Lender on the basis of assessments and bills and reasonable estimates thereof.

The Funds shall be held in an institution the deposits or accounts of which are insured or guaranteed by a Federal or state agency (including Lender if Lender is such an institution). Lender shall apply the Funds to pay said taxes, assessments, insurance premiums and ground rents. Lender may not charge for so holding and applying the Funds, analyzing said account, or verifying and compiling said assessments and bills, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. Borrower and Lender may agree in writing at the time of execution of this Mortgage that interest on the Funds shall be paid to Borrower, and unless such agreement is made or applicable law requires such interest to be paid, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds showing credits and debits to the Funds and the purpose for which each debit to the Funds was made. The Funds are pledged as additional security for the sums secured by this Mortgage.

If the amount of the Funds held by Lender, together with the future monthly installments of Funds payable prior to the due dates of taxes, assessments, insurance premiums and ground rents, shall exceed the amount required to pay said taxes, assessments, insurance premiums and ground rents as they fall due, such excess shall be, at Borrower's option, either promptly repaid to Borrower or credited to Borrower on monthly installments of Funds. If the amount of the Funds held by Lender shall not be sufficient to pay taxes, assessments, insurance premiums and ground rents as they fall due, Borrower shall pay to Lender any amount necessary to make up the deficiency within 30 days from the date notice is mailed by Lender to Borrower requesting payment thereof.

Upon payment in full of all sums secured by this Mortgage, Lender shall promptly refund to Borrower any Funds held by Lender. If under paragraph 18 hereof the Property is sold or the Property is otherwise acquired by Lender, Lender shall apply, no later than immediately prior to the sale of the Property or its acquisition by Lender, any Funds held by Lender at the time of application as a credit against the sums secured by this Mortgage.

3. **Application of Payments.** Unless applicable law provides otherwise, all payments received by Lender under the Note and paragraphs 1 and 2 hereof shall be applied by Lender first in payment of amounts payable to Lender by Borrower under paragraph 2 hereof, then to interest payable on the Note, then to the principal of the Note, and then to interest and principal on any Future Advances.

4. **Charges; Liens.** Borrower shall pay all taxes, assessments and other charges, fines and impositions attributable to the Property which may attain a priority over this Mortgage, and leasehold payments or ground rents, if any, in the manner provided under paragraph 2 hereof or, if not paid in such manner, by Borrower making payment, when due, directly to the payee thereof. Borrower shall promptly furnish to Lender all notices of amounts due under this paragraph, and in the event Borrower shall make payment directly, Borrower shall promptly furnish to Lender receipts evidencing such payments. Borrower shall promptly discharge any lien which has priority over this Mortgage; provided, that Borrower shall not be required to discharge any such lien so long as Borrower shall agree in writing to the payment of the obligation secured by such lien in a manner acceptable to Lender, or shall in good faith contest such lien by, or defend enforcement of such lien in, legal proceedings which operate to prevent the enforcement of the lien or forfeiture of the Property or any part thereof.

5. **Hazard 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 such other hazards as Lender may require and in such amounts and for such periods as Lender may require; provided that Lender shall not require that the amount of such coverage exceed that amount of coverage required to pay the sums secured by this Mortgage.

The insurance carrier providing the insurance shall be chosen by Borrower subject to approval by Lender; provided, that such approval shall not be unreasonably withheld. All premiums on insurance policies shall be paid in the manner provided under paragraph 2 hereof or, if not paid in such manner, by Borrower making payment, when due, directly to the insurance carrier.

All insurance policies and renewals thereof shall be in form acceptable to Lender and shall include a standard mortgage clause in favor of and in form acceptable to Lender. Lender shall have the right to hold the policies and renewals thereof, and Borrower shall promptly furnish to Lender all renewal notices and all receipts of paid premiums. 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, insurance proceeds shall be applied to restoration or repair of the Property damaged, provided such restoration or repair is economically feasible and the security of this Mortgage is not thereby impaired, the insurance proceeds shall be applied to the sums secured by this Mortgage, with the excess, if any, paid to Borrower. If the Property is abandoned by Borrower, or if Borrower fails to respond to Lender within 30 days from the date notice is mailed by Lender to Borrower that the insurance carrier offers to settle a claim for insurance benefits, Lender is authorized to collect and apply the insurance proceeds at Lender's option either to restoration or repair of the Property or to the sums secured by this Mortgage.

Unless Lender and Borrower otherwise agree in writing, any such application of proceeds to principal shall not extend or postpone the due date of the monthly installments referred to in paragraphs 1 and 2 hereof or change the amount of such installments. If under paragraph 18 hereof the Property is acquired by Lender, all right, title and interest of Borrower in and to any insurance policies and in and to the proceeds thereof resulting from damage to the Property prior to the sale or acquisition shall pass to Lender to the extent of the sums secured by this Mortgage immediately prior to such sale or acquisition.

6. **Preservation and Maintenance of Property; Leaseholds; Condominiums; Planned Unit Developments.** Borrower shall keep the Property in good repair and shall not commit waste or permit impairment or deterioration of the Property and shall comply with the provisions of any lease if this Mortgage is on a leasehold. If this Mortgage is on a unit in a condominium or a planned unit development, Borrower shall perform all of Borrower's obligations under the declaration or covenants creating or governing the condominium or planned unit development, the by-laws and regulations of the condominium or planned unit development, and constituent documents. If a condominium or planned unit development rider is executed by Borrower and recorded together with this Mortgage, the covenants and agreements of such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Mortgage as if the rider were a part hereof.

7. **Protection of Lender** or if any action or proceeding is commenced which materially affects Lender's interest in the Property, including, but not limited to, eminent domain, insolvency, code enforcement, or arrangements or proceedings involving a bankrupt or decedent, then Lender at Lender's option, upon notice to Borrower, may make such appearances, disburse such sums and take such action as is necessary to protect Lender's interest, including, but not limited to, disbursement of reasonable attorney's fees and entry upon the Property to make repairs. If Lender required mortgage insurance as a condition of making the loan secured by this Mortgage, Borrower shall pay the premiums required to maintain such insurance in effect until such time as the requirement for such insurance terminates in accordance with Borrower's and Lender's written agreement or applicable law. Borrower shall pay the amount of all mortgage insurance premiums in the manner provided under paragraph 2 hereof.

Any amounts disbursed by Lender pursuant to this paragraph 7, with interest thereon, shall become additional indebtedness of Borrower secured by this Mortgage. Unless Borrower and Lender agree to other terms of payment, such amounts shall be payable upon notice from Lender to Borrower requesting payment thereof, and shall bear interest from the date of disbursement at the rate payable from time to time on outstanding principal under the Note unless payment of interest at such rate would be contrary to applicable law, in which event such amounts shall bear interest at the highest rate permissible under applicable law. Nothing contained in this paragraph 7 shall require Lender to incur any expense or take any action hereunder.

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

9. **Condemnation.** The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of the Property, or part thereof, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender.

In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Mortgage, with the excess, if any, paid to Borrower. In the event of a partial taking of the Property, unless Borrower and Lender otherwise agree in writing, there shall be applied to the sums secured by this Mortgage such proportion of the proceeds as is equal to that proportion which the amount of the sums secured by this Mortgage immediately prior to the date of taking bears to the fair market value of the Property immediately prior to the date of taking, with the balance of the proceeds paid to Borrower.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condemnor offers to make an award or settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date such notice is mailed, Lender is authorized to collect and apply the proceeds, at Lender's option, either to restoration or repair of the Property or to the sums secured by this Mortgage.

Unless Lender and Borrower otherwise agree in writing, any such application of proceeds to principal shall not extend or postpone the due date of the monthly installments referred to in paragraphs 1 and 2 hereof or change the amount of such installments.

10. **Borrower Not Released.** Extension of the time for payment or modification of amortization of the sums secured by this Mortgage granted by Lender to any successor in interest of Borrower shall not operate to release, in any manner, the liability of the original Borrower and Borrower's successors in interest. Lender shall not be required to commence proceedings against such successor or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Mortgage by reason of any demand made by the original Borrower and Borrower's successors in interest.

11. **Forbearance by Lender Not a Waiver.** Any forbearance by Lender in exercising any right or remedy hereunder, or otherwise afforded by applicable law, shall not be a waiver of or preclude the exercise of any right or remedy. The procurement of insurance or the payment of taxes or other liens or charges by Lender shall not be a waiver of Lender's right to accelerate the maturity of the indebtedness secured by this Mortgage.

12. **Remedies Cumulative.** All remedies provided in this Mortgage are distinct and cumulative to any other right or remedy under this Mortgage or afforded by law or equity, and may be exercised concurrently, independently or successively.

13. **Successors and Assigns Bound; Joint and Several Liability; Captions.** The covenants and agreements herein contained shall bind, and the rights hereunder shall inure to, the respective successors and assigns of Lender and Borrower, subject to the provisions of paragraph 17 hereof. All covenants and agreements of Borrower shall be joint and several. The captions and headings of the paragraphs of this Mortgage are for convenience only and are not to be used to interpret or define the provisions hereof.

14. **Notice.** Except for any notice required under applicable law to be given in another manner, (a) any notice to Borrower provided for in this Mortgage shall be given by mailing such notice by certified mail addressed to Borrower at the Property Address or at such other address as Borrower may designate by notice to Lender as provided herein, and (b) any notice to Lender shall be given by certified mail, return receipt requested, to Lender's address stated herein or to such other address as Lender may designate by notice to Borrower as provided herein. Any notice provided for in this Mortgage shall be deemed to have been given to Borrower or Lender when given in the manner designated herein.

15. **Uniform Mortgage; Governing Law; Severability.** This form of mortgage combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property. This Mortgage shall be governed by the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Mortgage or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Mortgage or the Note which can be given effect without the conflicting provision, and to this end the provisions of the Mortgage and the Note are declared to be severable.

16. **Borrower's Copy.** Borrower shall be furnished a conformed copy of the Note and of this Mortgage at the time of execution or after recordation hereof.

17. **Transfer of the Property; Assumption.** If all or any part of the Property or an interest therein is sold or transferred by Borrower without Lender's prior written consent, excluding (a) the creation of a lien or encumbrance subordinate to this Mortgage, (b) the creation of a purchase money security interest for household appliances, (c) a transfer by devise, descent or by operation of law upon the death of a joint tenant or (d) the grant of any leasehold interest of three years or less not containing an option to purchase, Lender may, at Lender's option, declare all the sums secured by this Mortgage to be immediately due and payable. Lender shall have waived such option to accelerate if, prior to the sale or transfer, Lender and the person to whom the Property is to be sold or transferred reach agreement in writing that the credit of such person is satisfactory to Lender and that the interest payable on the sums secured by this Mortgage shall be at such rate as Lender shall request. If Lender has waived the option to accelerate provided in this paragraph 17, and if Borrower's successor in interest has executed a written assumption agreement accepted in writing by Lender, Lender shall release Borrower from all obligations under this Mortgage and the Note.

If Lender exercises such option to accelerate, Lender shall mail Borrower notice of acceleration in accordance with paragraph 14 hereof. Such notice shall provide a period of not less than 30 days from the date the notice is mailed within which Borrower may pay the sums declared due. If Borrower fails to pay such sums prior to the expiration of such period, Lender may, without further notice or demand on Borrower, invoke any remedies permitted by paragraph 18 hereof.

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

18. **Acceleration; Remedies.** Except as provided in paragraph 17 hereof, upon Borrower's breach of any covenant or agreement of Borrower in this Mortgage, including the covenants to pay when due any sums secured by this Mortgage, Lender prior to acceleration shall mail notice to Borrower as provided in paragraph 14 hereof specifying: (1) the breach; (2) the action required to cure such breach; (3) a date, not less than 30 days from the date the notice is mailed to Borrower, by which such breach must be cured; and (4) that failure to cure such breach on or before the date specified in the notice may result in acceleration of the sums secured by this Mortgage, 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 breach is not on or before the date specified in the notice, Lender at its option may declare all of the sums secured by this Mortgage to be immediately due and payable without further demand and may foreclose this Mortgage by judicial proceeding. Lender shall be entitled to collect in such proceeding all expenses of foreclosure, including, but not limited to, reasonable attorney's fees, and costs of documentary evidence, abstracts and title reports, all of which shall be additional sums secured by this Mortgage.

19. Borrower's Right to Reinstate. Notwithstanding Lender's acceleration of the sums secured by this Mortgage, Borrower shall have the right to have any proceedings begun by Lender to enforce this Mortgage discontinued at any time prior to entry of a judgment enforcing this Mortgage if: (a) Borrower pays Lender all sums which would be then due under this Mortgage, the Note and notes securing Future Advances, if any, had no acceleration occurred; (b) Borrower cures all breaches of any other covenants or agreements of Borrower contained in this Mortgage; (c) Borrower pays all reasonable expenses incurred by Lender in enforcing the covenants and agreements of Borrower contained in this Mortgage and in enforcing Lender's remedies as provided in paragraph 18 hereof, including, but not limited to, reasonable attorney's fees; and (d) Borrower takes such action as Lender may reasonably require to assure that the lien of this Mortgage, Lender's interest in the Property and Borrower's obligation to pay the sums secured by this Mortgage shall continue unimpaired. Upon such payment and cure by Borrower, this Mortgage and the obligations secured hereby shall remain in full force and effect as if no acceleration had occurred.

20. Assignment of Rents; Appointment of Receiver. As additional security hereunder, Borrower hereby assigns to Lender the rents of the Property, provided that Borrower shall, prior to acceleration under paragraph 18 hereof or abandonment of the Property, have the right to collect and retain such rents as they become due and payable.

Upon acceleration under paragraph 18 hereof or abandonment of the Property, Lender shall be entitled to have a receiver appointed by a court to enter upon, take possession of and manage the Property and to collect the rents of the Property, including those past due. All rents collected by the receiver shall be applied first to payment of the costs of management of the Property and collection of rents, including, but not limited to, receiver's fees, premiums on receiver's bonds and reasonable attorney's fees, and then to the sums secured by this Mortgage. The receiver shall be liable to account only for those rents actually received.

21. Future Advances. Upon request of Borrower, Lender, at Lender's option prior to release of this Mortgage, may make Future Advances to Borrower. Such Future Advances, with interest thereon, shall be secured by this Mortgage when evidenced by promissory notes stating that said notes are secured hereby. At no time the principal amount of the indebtedness secured by this Mortgage, not including sums advanced in accordance herewith to protect the security of this Mortgage, exceed the original amount of the Note plus US \$ \_\_\_\_\_

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

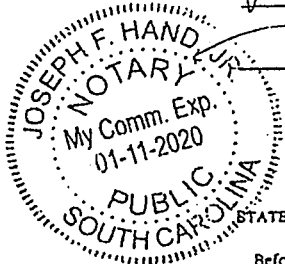
23. Waiver of Homestead. Borrower hereby waives all right of homestead exemption in the Property.

In Witness Whereof, Borrower has executed this Mortgage.

Signed, sealed and delivered in the presence of

*Paula Bayette* (Signature)  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

*Curtis R. Tucker* (Signature) (Seal)  
CURTIS R. TUCKER  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_ (Seal)  
\_\_\_\_\_ (Seal)



STATE OF SOUTH CAROLINA DORCHESTER County ss:

Before me personally appeared the undersigned witness and made oath that s/he saw the within named Borrower sign, seal, and as his act and deed, deliver the within written Mortgage; and that s/he with the other witness above witnessed the execution thereof.

Sworn before me this 3rd day of October, 2013

Notary Public for South Carolina 1/11/2020  
My commission expires

*Paula Bayette* (Signature) (Seal)

The State of South Carolina,  
COUNTY OF \_\_\_\_\_

TO

MORTGAGE REAL ESTATE

Received in office \_\_\_\_\_  
this \_\_\_\_\_ day \_\_\_\_\_  
of \_\_\_\_\_ A.D. 20\_\_\_\_  
and recorded in Book \_\_\_\_\_ Page \_\_\_\_\_  
Clerk of Court, \_\_\_\_\_

## EXHIBIT "A"

ALL that certain piece, parcel or lot of land, together with the buildings and improvements thereon, situate, lying and being in the County of Dorchester, State of South Carolina, and being shown and designated as Tract 5, 0.848 Acres, more or less, to include that certain Champion Modular Home containing 2,400 sq. ft., more or less, as shown on that certain Plat of Tract 5 by James GH. Pennington, PLS, dated June 10, 2003, recorded August 28, 2003 in Plat Book K, Page 73, and having such metes and boundings as reference to said plat will show, all measurements being a little more or less.

ALSO: 2003 Champion Modular Home, 2,400 Sq. Ft., more or less

BEING the same property conveyed to N.M. Enterprise, LLC herein by deed of Gary A. Brown August 8, 2013 and recorded in the ROD Office for Dorchester County on August 13, 2013 in Book 8962, at Page 10.

ALSO BEING the same property conveyed to the Mortgagor herein by deed of N.M. Enterprise, LLC dated October 3, 2013 and recorded in the RMC Office for Dorchester County simultaneously herewith.

TMS: 153-10-00-014

STATE OF SOUTH CAROLINA

COUNTY OF DORCHESTER

Farmers & Merchants Bank of South Carolina,

Plaintiff,

v.

Curits R. Tucker; Ashley Tucker; SC Housing Corp., acting through South Carolina State Housing Finance and Development Authority's South Carolina Homeownership and Employment Lending Program; and South Carolina Federal Credit Union,

Defendants.

(13653-00173 EAB)

IN THE COURT OF COMMON PLEAS

DOCKET NO. 2019-CP-18-302

**AFFIDAVIT OF VERIFIED  
STATEMENT OF ACCOUNT**

ELECTRONICALLY FILED - 2019 Oct 24 10:27 AM - DORCHESTER - COMMON PLEAS - CASE#2019CP1800302

PERSONALLY APPEARED before me the undersigned Brian West, on behalf of the above-captioned Plaintiff, who, being duly sworn, deposes and says as follows:

1. I am authorized to execute this affidavit on behalf of the plaintiff as the Chief Credit Officer for Farmers & Merchants Bank of South Carolina.

2. Farmers & Merchants Bank of South Carolina maintains records for the loans in the ordinary course of its business. As part of my job responsibilities for Farmers & Merchants Bank of South Carolina, I am familiar with the records maintained by my company in connection with these loans. I have personal knowledge of the facts set forth in this affidavit, based on my review of such records.

3. It is also Farmers & Merchants Bank of South Carolina's regular practice to maintain the electronic payment history for the Loan. As such, Farmers & Merchants Bank of South Carolina is able to generate payment histories from the electronic data compilation it stores of the credits posted on or debits charged to a customer's account. I have personal knowledge of Farmers & Merchants Bank of South Carolina's procedures for creating and maintaining these records. They include: (a) being posted at or near the time of the occurrence of the matters recorded by persons with personal knowledge of the information in the business record or from information transmitted by persons with personal knowledge; (b) being maintained in the course of Farmers & Merchants Bank of South Carolina's regularly conducted business activities; and (c) being records created and maintained on each customer as the regular practice of Farmers & Merchants Bank of South Carolina in its ordinary course of business.

4. The Loan made to Curtis R. Tucker, which is the subject of this action, is in default for failure to make the June 8, 2018 payment and all subsequent payments.

5. I have verified that the following principal, interest, late charges and force-placed insurance advances following my review of Farmers & Merchants Bank of South Carolina's business records are a true and accurate record of the currently owed balance (excepting any attorney's fees and costs that will be addressed by our attorneys through their own affidavit) to the date of hearing.

- A. Principal on Mortgage.....\$66,807.34
- B. Accrued and unpaid interest through October 29, 2019, at 7.25% .....\$14,780.34
- C. Late Charges.....\$400.78
- D. Escrow Shortage (homeowners insurance, property taxes).....\$3,136.95

**TOTAL AMOUNT DUE AS OF October 29, 2019.....\$85,125.41**  
 Interest Per Day.....\$14.69

6. This payment history summary accurately reflects, to the best of my knowledge, the debits and credits made on the loan's account.

FURTHER AFFIANT SAYETH NOT.

SWORN to before me this 17 day of October, 2019

Melissa McClung  
 Notary Public for SC  
 My Commission Expires: 12-03-2019

FARMERS & MERCHANTS BANK OF SC

B. P. West  
 By: Brian West  
 Its: Chief Credit Officer