

STATE OF SOUTH CAROLINA
IN THE COURT OF APPEALS

APPEAL FROM LEXINGTON COUNTY
Court of Common Pleas

James O. Spence, Master-In-Equity

Appellate Case No. 2017-000874

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SC Court of Appeals

The Bank of New York Mellon, f/k/a The Bank of New York as
successor-in-interest to JPMorgan Chase Bank, N.A. as successor
in interest by merger to Bank One, N.A. as Trustee for
Structured Asset Mortgage Investments Inc., Mortgage Pass-Through
Certificates, Series 2002-AR4, ... Respondent,

v.

Cathy C. Lanier; Branch Banking and Trust Company, Regions Bank, ... Defendants,

Of Whom Cathy C. Lanier is the Appellant.

RECORD ON APPEAL VOLUME I

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ⁱ Exhibit B is the same as Exhibit I to Exhibits Package

ⁱⁱ Exhibit F is the same as Exhibit B to Exhibits Package

ⁱⁱⁱ Exhibit F is the same as Exhibit C to Defendant’s Follow Up Memo

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STATE OF SOUTH CAROLINA

IN THE COURT OF COMMON PLEAS

COUNTY OF LEXINGTON

Case No. 2013-CP-32-01709

The Bank of New York Mellon, f/k/a The Bank of New York as successor-in-Interest to JPMorgan Chase Bank, N.A. as successor-in-interest by merger to Bank One, N.A. as Trustee for Structured Asset Mortgage Investments Inc., Mortgage Pass-Through Certificates, Series 2002-AR4,,

Plaintiff,

vs.

Cathy G. Lanier; Branch Banking and Trust Company; Regions Bank,

Defendants.

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2013 JUL 30 A 11:47
CLERK OF COURT
LEXINGTON, SC

CONSENT ORDER TO SUBSTITUTE COUNSEL

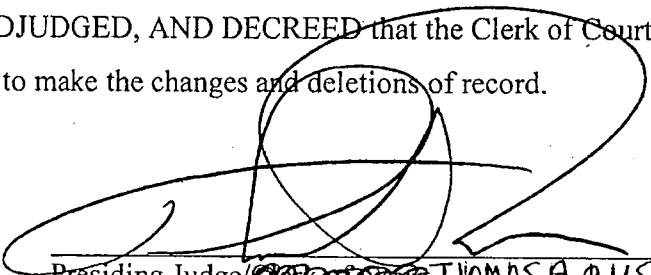
THIS MATTER comes before the Court upon the motion of the undersigned attorney for the Plaintiff and with the consent of the undersigned counsel.

IT IS HEREBY ORDERED, ADJUDGED, AND DECREED that Haynsworth Sinkler Boyd, PA., is herewith substituted as Attorney of Record in this matter for Plaintiff.

IT IS FURTHER ORDERED, ADJUDGED, AND DECREED that Rogers Townsend and Thomas, PC, shall be removed as Attorney of Record.

IT IS FURTHER ORDERED, ADJUDGED, AND DECREED that the Clerk of Court for Lexington County is herewith instructed to make the changes and deletions of record.

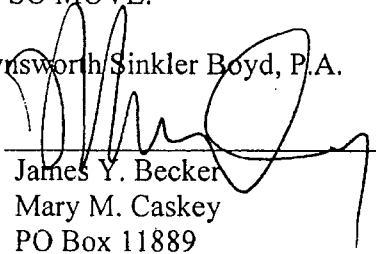
AND IT IS SO ORDERED.


Presiding Judge/~~Clerk of Court~~ THOMAS A. RUSSO
Lexington County

7/29, 2013

WE SO MOVE:

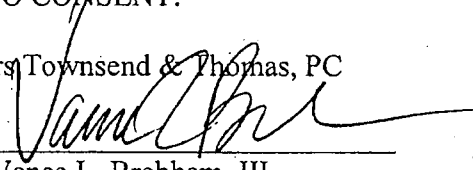
Haynsworth Sinkler Boyd, P.A.

By: 

James Y. Becker
Mary M. Caskey
PO Box 11889
Columbia, SC 29211-1889
(803) 779-3080

WE SO CONSENT:

Rogers Townsend & Thomas, PC

By: 

Vance L. Brabham, III
PO Box 100200
Columbia, SC 29202
(803) 744-4444

STATE OF SOUTH CAROLINA

IN THE COURT OF COMMON PLEAS

COUNTY OF LEXINGTON

Case No. 2013-CP-32-01709

The Bank of New York Mellon, f/k/a The Bank of New York as successor-in-Interest to JPMorgan Chase Bank, N.A. as successor-in-interest by merger to Bank One, N.A. as Trustee for Structured Asset Mortgage Investments Inc., Mortgage Pass-Through Certificates, Series 2002-AR4,

Plaintiff,

vs.

Cathy G. Lanier; Branch Banking and Trust Company; Regions Bank,

Defendants.

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CATHY A. DARRIGG
CLERK OF COURT
LEXINGTON SC

**ORDER DENYING DEFENDANT CATHY G. LANIER'S MOTION TO DISMISS AND
GRANTING PLAINTIFF'S MOTION TO STRIKE AND MOTION FOR
ORDER OF REFERENCE**

This matter is before the Court on the motion of Defendant Cathy G. Lanier ("Lanier") to dismiss the foreclosure Complaint by Plaintiff The Bank of New York Mellon, f/k/a The Bank of New York as successor-in-Interest to JPMorgan Chase Bank, N.A. as successor-in-interest by merger to Bank One, N.A. as Trustee for Structured Asset Mortgage Investments Inc., Mortgage Pass-Through Certificates, Series 2002-AR4 ("Plaintiff"), and Plaintiff's Motion to Strike the affirmative defenses and jury demand asserted by Lanier in her Answer filed on June 20, 2013 ("Answer"). Plaintiff also seeks an order of reference to the Master in Equity for Lexington County. A hearing was held before me on December 11, 2013. Plaintiff appeared through its attorney, Mary M. Caskey, and Lanier appeared *pro se*. For the reasons set forth below, Lanier's

Motion to Dismiss is denied, and Plaintiff's Motion to Strike and Motion for Order of Reference is granted.

First, Lanier moved to dismiss Plaintiff's foreclosure claim on the grounds that Plaintiff did not have standing to pursue the foreclosure claim. At the hearing, Lanier argued that Plaintiff has not submitted sufficient proof that it owns the Note and Mortgage that are the subject of the foreclosure action, that it has the original Note and Mortgage, or that the Assignments of Mortgage that are of record with the Lexington County Register of Deeds are proper. However, the Court finds that Plaintiff has stated sufficient facts in its Complaint to state a claim for foreclosure, having alleged that a note and mortgage from Lanier exists, and that Plaintiff is the current holder of the Note and Mortgage. Thus, Lanier's Motion to Dismiss is denied.

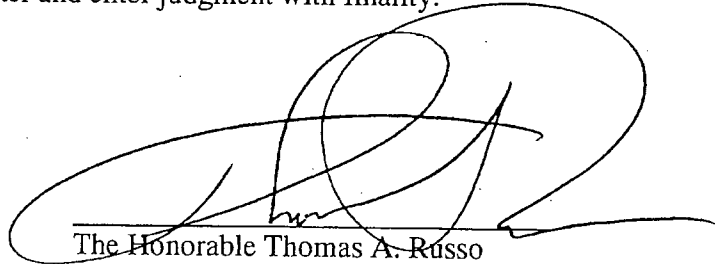
Second, Plaintiff moved to strike the affirmative defenses set forth in Lanier's Answer on the grounds that Lanier failed to allege any facts to support any of the defenses pleaded. Instead, Lanier stated that her defenses were "likely to include" various violations of federal and state law that she intended to obtain proof of during the case. As a result, the Court finds that Lanier's affirmative defenses should be stricken as "insufficient defense[s]" under Rule 12(f), SCRPC.

Lanier also demanded a jury trial in her Answer. However, she has not asserted any claims against Plaintiff that would entitle her to a jury trial, and Plaintiff's claim for foreclosure is an equitable claim. "A mortgage foreclosure is an action in equity," *Hayne Fed. Credit Union v. Bailey*, 327 S.C. 242, 248, 489 S.E.2d 472, 475 (1997) (citing *Collier v. Green*, 244 S.C. 367, 137 S.E.2d 277 (1964)), and "there is no right to a trial by jury for equitable actions," *Lester v. Dawson*, 327 S.C. 263, 267, 491 S.E.2d 240, 242 (1997). Consequently, the Court grants Plaintiff's Motion to strike Lanier's jury demand.

Finally, Rule 53(b), SCRPC, provides that in an action for foreclosure, "some or all of the causes of action . . . may be referred to a master or special referee by order of a circuit court judge or the clerk of court." This case is an action for foreclosure and should thus be referred to the Master in Equity.

IT IS THEREFORE ORDERED the Defendant's Motion to Dismiss Plaintiff's Foreclosure Complaint is DENIED. It is further ORDERED that Plaintiff's Motion to Strike Lanier's affirmative defenses and jury demand is GRANTED, and pursuant to Rule 53, SCRPC, this matter will be referred to The Honorable James O. Spence, Master in Equity for Lexington County, with authority to hear this matter and enter judgment with finality.

AND IT IS SO ORDERED.



The Honorable Thomas A. Russo

Lexington, South Carolina

1, 16, 2014

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STATE OF SOUTH CAROLINA

IN THE COURT OF COMMON PLEAS

COUNTY OF LEXINGTON

Case No. 2013-CP-32-01709

The Bank of New York Mellon, f/k/a The Bank of New York as successor-in-interest to JPMorgan Chase Bank, N.A. as successor-in-interest by merger to Bank One, N.A. as Trustee for Structured Asset Mortgage Investments Inc., Mortgage Pass-Through Certificates, Series 2002-AR4,

Plaintiff,

vs.

Cathy G. Lanier; Branch Banking and Trust Company; Regions Bank,

Defendants.

ORDER GRANTING, IN PART, MOTIONS TO COMPEL AND DENYING DEFENDANT'S MOTION TO AMEND

On August 19, 2014, the Court heard the following Motions:

- 1) Plaintiff's Motion to Compel filed February 28, 2014 ("Plaintiff's Discovery Motion");
- 2) Defendant Cathy G. Lanier's Motion to Compel filed May 20, 2014 ("Lanier's Discovery Motion"); and
- 3) Defendant Cathy G. Lanier's Motion for Leave to File First Amended Answer originally filed April 16, 2014, and amended Motion for Leave to File First Amended Answer filed August 1, 2014 ("Motion to Amend").

Plaintiff appeared at the hearing on these motions through its attorney, Emily H. Farr, and Defendant Cathy G. Lanier ("Lanier") appeared *pro se*. For the reasons set forth below, the

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JM

Court grants Plaintiff's Discovery Motion, as specified in this Order; grants Lanier's Discovery Motion, in part, as specified in this Order; and denies the Motion to Amend.

I. Plaintiff's Discovery Motion

The Court first heard Plaintiff's Discovery Motion at a telephone hearing on March 17, 2014. The motion requested adequate responses to discovery requests served upon Lanier on January 16, 2014, including requests to admit to which Lanier did not admit or deny the substance of the requests to admit but, instead, evaded responding to the information requested. The Court entered its initial order concerning Plaintiff's Discovery Motion on March 18, 2014, ordering Lanier to fully respond to the discovery requests.

Lanier did not supplement or otherwise amend her responses to the requests to admit following the March 18, 2014, order; therefore, Plaintiff renewed that portion of Plaintiff's Discovery Motion. The Court finds that Lanier's responses to the requests to admit are evasive and do not provide admissions or denials that address the substance of the requests to admit, as required by Rule 36 of the South Carolina Rules of Civil Procedure.

Therefore, the Court GRANTS Plaintiff's Discovery Motion and orders Lanier to serve amended responses to Plaintiff's requests to admit within ten (10) days of the hearing on Plaintiff's Discovery Motion. If Lanier's revised responses in compliance with this order are not filed with the Lexington County Clerk of Court and served upon Plaintiff by Friday, August 29, 2014, then Plaintiff is directed to submit a proposed order to the Court, ordering that the requests to admit be deemed admitted.

II. Defendant's Discovery Motion

Lanier moved for an Order compelling production of certain documents from Plaintiff in response to her Requests for Production served April 16, 2014. At the hearing, the Court

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reviewed each Request for Production with Lanier and Plaintiff's counsel. The Court finds Plaintiff has fully responded to Requests No. 1 and 3; and therefore it DENIES Defendant's Discovery Motion as to Requests No. 1 and 3. The Court GRANTS Defendant's Discovery Motion, in part, as to Requests Nos. 2, 4, and 5 only to the extent of requiring Plaintiff to provide the following supplemental responses.

JM

As to Request No. 2, Plaintiff is ordered to provide payment histories for the subject loan from 2002 to 2005 or supplement or amend its response to explain that it does not have payment histories for this time period. As to Request No. 4, Plaintiff is ordered to supplement or amend its response to specifically list the original documents it has for the subject loan that would be responsive to the request. As to Request No. 5, Plaintiff is ordered to list the documents that have already been produced to Lanier that are responsive to this request. Plaintiff is ordered to amend or supplement its responses to Lanier's Requests for Production in compliance with this Order by Friday, August 29, 2014.

III. Motion to Amend

Lanier moved to amend her Answer with a proposed, 30-page "First Amended Answer" filed with her motion, asserting a number of counterclaims and affirmative defenses to Plaintiff's foreclosure action. Because she seeks to amend her Answer more than thirty days after it was served, she may only amend the pleading "by leave of court or by written consent of the adverse party." Rule 15(a), SCRPC. The rule further provides that "leave shall be freely given when justice so requires and does not prejudice any other party." *Id.* However, South Carolina state courts have refused to allow amendment of pleadings when to do so would be futile. *Red Oak Lands, Inc. v. Lane*, 268 S.C. 631, 634-36, 235 S.E.2d 718, 720 (1977) (affirming the trial court's ruling refusing to allow plaintiff to amend its complaint because the statute of limitations

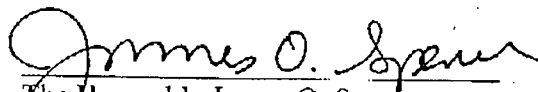
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had run so that any amendment would be "futile"); *Coral Gables, Inc. v. Palmetto Brick Co.*, 183 S.C. 478, 487, 191 S.E.2d 337, 340 (1937) (holding that "it would be futile and unavailing" to allow amendment of plaintiff's complaint because the action was barred by the statute of limitations);¹ *see also Higgins v. Med. Univ. of S.C.*, 326 S.C. 592, 604, 486 S.E.2d 269, 275 (Ct. App. 1997) (noting a motion to amend should not be granted if it would be futile to do so). JM

After reviewing Lanier's proposed pleading, Plaintiff's Memorandum in Opposition to the Motion to Amend filed July 10, 2014, and considering the arguments made at the hearing, the Court finds that there is no newly discovered evidence that warrants Plaintiff's amended pleading and that it would be futile to allow the amendment because the claims would not survive a motion to dismiss or similar dispositive motion. Lanier's proposed claims are all based upon her arguments that Plaintiff does not have standing to bring this action and the amount of the debt is incorrect. These arguments do not provide her with allegations sufficient to support the claims for affirmative relief she requests in her proposed pleading. Lanier has already appeared in the action and has a right to contest Plaintiff's standing and amounts owed at a final hearing in this matter. The Motion to Amend is therefore DENIED.

AND IT IS SO ORDERED.


The Honorable James O. Spence
Master in Equity, Lexington County

Lexington, South Carolina
Oct. 1, 2014

¹ *Lane and Palmetto Brick Co.* may have been decided differently if they had come after the adoption of Rule 15(c), SCRCP, which allows amendments to relate back to the date of the original pleading in order to circumvent the bar of a statute of limitations. However, the proposition that refusing to allow amendments when they are futile remains strong and is consistent with good common sense.

4-

SPENCE, JAMES

From: Farr, Emily [efarr@hsblawfirm.com]
Sent: Wednesday, October 01, 2014 11:17 AM
To: SPENCE, JAMES
Cc: Cathy@tsisc.com; Shealy, Leslie
Subject: The Bank of New York Mellon v. Lanier, C
telephone conference and proposed order
3796451-v1 Proposed Order regarding Au
Attachments:
Importance: High

RE: The Bank of New York Mellon, etc. v. Cathy G. Lanier, et al.
Case No. 2013-CP-32-01709
HSB File No. 09150.0337

Judge Spence,

I apologize as I realized I did not send the e-mail following our conference call in this case the other week. Attached is the proposed order discussed for your Honor's consideration and entry. Below is a summary of our status conference:

We had a telephone status conference in the above-referenced case on Monday, September 22, 2014, at 2:00pm. Present by telephone were Emily Farr, counsel for Plaintiff, and Cathy Lanier. We discussed the following items:

- 1) The proposed order Emily Farr submitted to Judge Spence via email on August 24, 2014, is okay to be signed and entered in this case.
- 2) Your Honor required that the Plaintiff make the file with original documents sent to outside counsel available for Ms. Lanier's inspection. (The folder Ms. Lanier refers to as the "collateral file.") Ms. Lanier and Ms. Farr have arranged for her to inspect original documents at Ms. Farr's office at 1201 Main Street, 22nd Floor in Columbia at 10:00am on October 1.
- 3) The Plaintiff has provided all payment histories currently in its possession in response to Ms. Lanier's request for a complete history of her loan.
- 4) The Plaintiff will propose dates for the foreclosure hearing to Ms. Lanier so that a foreclosure hearing can be scheduled soon.

If there is anything else that you need from me at this time, then please let me know.

Thank you,
Emily

**Haynsworth
Sinkler Boyd, P.A.**

ATTORNEYS AND COUNSELORS AT LAW

Emily H. Farr | Attorney | Haynsworth Sinkler Boyd, P.A.

1201 Main Street, 22nd Floor (29201) | Post Office Box 11889 (29211) | Columbia, South Carolina
Phone: 803.779.3080 | Fax: 803.765.1243 | Direct: 803.540.7705

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Court Reporter

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STATE OF SOUTH CAROLINA

IN THE COURT OF COMMON PLEAS

COUNTY OF LEXINGTON

Case No. 2013-CP-32-01709

The Bank of New York Mellon, f/k/a The Bank of New York as successor-in-Interest to JPMorgan Chase Bank, N.A. as successor-in-interest by merger to Bank One, N.A. as Trustee for Structured Asset Mortgage Investments Inc., Mortgage Pass-Through Certificates, Series 2002-AR4,

Plaintiff,

vs.

Cathy G. Lanier; Branch Banking and Trust Company; Regions Bank,

Defendants.

**ORDER ON DEFENDANT CATHY G. LANIER'S
MOTION TO COMPEL PLAINTIFF TO RESPOND TO DISCOVERY REQUESTS**

This matter comes before the Court on Defendant Cathy G. Lanier's ("Defendant") Motion to Compel Plaintiff to supplement its responses to Defendant's Second Requests for Production ("Discovery Requests"). A hearing was held on January 20, 2015. Plaintiff appeared through its attorney, Mary M. Caskey, and Defendant appeared *pro se*. The Court rules as follows with respect to Defendant's Motion to Compel:

First, Defendant argued that Plaintiff has failed to produce complete payment records for the entire length of the loan. However, Plaintiff represented, through its counsel, that it has produced all payment records in its possession. The Court denies Defendant's request to compel Plaintiff to respond further to Defendant's request for payment records. The Court also advised

Defendant that if she has documents that contradict or rebut Plaintiff's payment records, she must produce those to Plaintiff.

With respect to Defendant's Discovery Request No. 2 concerning her inspection of the original collateral file, the Court finds that Plaintiff has provided sufficient opportunity to review the collateral file and that Plaintiff has produced the documents it contends are the originals of the relevant loan documents. The Court further denies Defendant's request that Plaintiff be obligated to provide "proof from a documents expert" that the documents in the collateral file are the original versions of those documents.

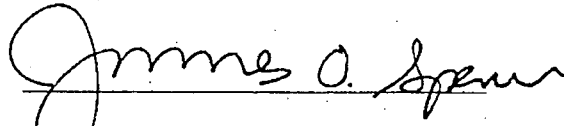
With respect to Defendant's Discovery Request No. 3 requesting correspondence and documents from various third party vendors, the Court denies Defendant's request to compel production from Plaintiff. The request is unlimited as to time and does not refer to any specific case, and thus is overly broad.

With respect to Defendant's Request No. 4, the Court grants Defendant's request for Plaintiff to provide an additional response. Request No. 4 seeks "A complete list and exhibits of the documents prepared and used in this case for Plaintiff or its counsel by Iron Mountain or Black Knight Financial Services, FKA Lender Processing Services, Inc. or any of its divisions or subsidiaries, including but not limited to: Docx, LLC; LPS Desktop; MSP; Default Services; LPS Data & Analytics; and Empower." Because Defendant limited the request to documents "prepared and used in this case," the Court finds that the request is sufficiently tailored. Plaintiff is ordered to respond to Defendant's request and produce any documents prepared or used in this case by the entities listed in the request. If any documents responsive to this request are privileged, Plaintiff is ordered to state which document is privileged, which entity prepared the

document, and the nature of the privilege. Plaintiff is ordered to respond to Discovery Request No. 4 no later than February 16, 2015.

AND IT IS SO ORDERED.

Livingston SC
Jan 30, 2015



The Honorable James O. Spence
Master in Equity, Lexington County

DM: 3954035 v.1

FILED
2015 FEB 4 10 51
CLERK OF COURT

ORIGINAL

STATE OF SOUTH CAROLINA

IN THE COURT OF COMMON PLEAS

COUNTY OF LEXINGTON

Case No. 2013-CP-32-01709

The Bank of New York Mellon, f/k/a The Bank of New York as successor-in-Interest to JPMorgan Chase Bank, N.A. as successor-in-interest by merger to Bank One, N.A. as Trustee for Structured Asset Mortgage Investments Inc., Mortgage Pass-Through Certificates, Series 2002-AR4,

Plaintiff,

vs.

Cathy G. Lanier; Branch Banking and Trust Company; Regions Bank,

Defendants.

FILED

OCT 29 - 5:10 PM '13

ORDER ON CROSS MOTIONS FOR SUMMARY JUDGMENT

This matter comes before the Court on cross Motions for Summary Judgment filed by Plaintiff and Defendant Cathy G. Lanier's ("Defendant"). A hearing was held on October 29, 2015. Plaintiff appeared through its attorney, Mary M. Caskey, and Defendant appeared *pro se*.

First, there is no genuine issue of material fact that Plaintiff has possession of the original subject note and mortgage, had possession at the time the foreclosure action was filed, and the note is made payable to Plaintiff through an allonge. Thus, Plaintiff has standing to enforce the note and mortgage. S.C. Code Ann. §§ 36-3-301, 36-3-205. Plaintiff's Motion is granted on this issue, and Defendant's Motion is denied.

Second, Defendant's Motion for Summary Judgment is denied with respect to her demand that the case be dismissed because Plaintiff has failed to prove the amount of the debt due on the subject note. The Court has not yet determined whether there is a genuine issue of

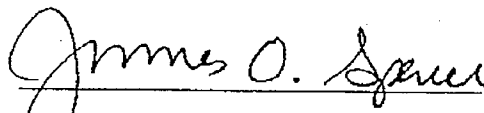
material fact as to the amount of the debt secured by the mortgage, but even if there was a dispute, dismissal would not be the appropriate remedy. Instead, if there is a genuine issue of material fact as to the amount of the debt, the Court will resolve the dispute at trial.

All other arguments and issues raised in the parties' Motions for Summary Judgment are held in abeyance pending further submissions by the parties.

AND IT IS SO ORDERED.

Nov. 4

_____, 2015



The Honorable James O. Spence
Master in Equity, Lexington County

DM: 4269285 v.1

FILED
NOV 12 2015
5 PM 4:27

ORIGINAL

STATE OF SOUTH CAROLINA

IN THE COURT OF COMMON PLEAS

COUNTY OF LEXINGTON

Case No. 2013-CP-32-01709

The Bank of New York Mellon, f/k/a The Bank of New York as successor-in-Interest to JPMorgan Chase Bank, N.A. as successor-in-interest by merger to Bank One, N.A. as Trustee for Structured Asset Mortgage Investments Inc., Mortgage Pass-Through Certificates, Series 2002-AR4,

Plaintiff,

vs.

Cathy G. Lanier; Branch Banking and Trust Company; Regions Bank,

Defendants.

SUPPLEMENTAL ORDER ON CROSS MOTIONS FOR SUMMARY JUDGMENT

This matter comes before the Court on cross Motions for Summary Judgment filed by Plaintiff and Defendant Cathy G. Lanier's ("Defendant"). A hearing was held on October 29, 2015. Plaintiff appeared through its attorney, Mary M. Caskey, and Defendant appeared *pro se*. Following the hearing, the Court issued an Order on Cross Motions for Summary Judgment filed on November 5, 2015, in which the Court ruled that Plaintiff had possession of the original note and mortgage, and had standing to enforce the note and mortgage. The Court denied Defendant's Motion for summary Judgment with respect to her request that the case be dismissed because Plaintiff had failed to prove the amount of the debt, but held all other issues from the Parties' Cross Motions in abeyance pending further briefing by the Parties. As set forth below, the Court grants Plaintiff's Motion for Summary Judgment and denies Defendant's Motion for Summary Judgment on all issues related to standing and denies both Parties' cross motions for

summary judgment on the amount of the debt. This matter will be set for a final hearing to determine the amount of the debt due under the subject note, the only remaining disputed matter in this case.

First, there is no genuine issue of material fact that Plaintiff is the real party in interest and has standing to pursue this foreclosure action. Plaintiff has demonstrated that it was the owner of the note and the mortgage at the requisite time, and there is no evidence that any other entity is claiming ownership of the note and mortgage.

First, the affidavit Defendant relies on to support her claim that Plaintiff lacks standing contains impermissible hearsay. In support of her Motion, Defendant relies on the Affidavit of William McCaffrey, which includes as exhibits a document titled "Prospectus Supplement to Prospectus dated October 29, 2002", listing Structured Asset Mortgage Investments, Inc., as Seller, and Structured Asset Mortgage Investments Trust 2002-AR4 as the Issuer ("Prospectus") and a letter from US Bank to Defendant concerning the ownership of her loan ("US Bank Letter"). Both the Prospectus and the US Bank Letter are inadmissible hearsay and cannot be considered by the Court. Rule 56(e), SCRCP; *see Hall v. Fedor*, 349 S.C. 169, 175, 561 S.E.2d 654, 657 (Ct. App. 2002). Rule 801, FRE, provides that "'Hearsay' is a statement, other than one made by the declarant while testifying at the trial or hearing, offered in evidence to prove the truth of the matter asserted." Here, Defendant is offering the Prospectus and US Bank Letter as proof that Plaintiff does not have standing to bring the loan because of alleged statements or requirements in those documents. Neither of those documents is admissible unless they are offered by the party that made them, or if they are subject to one of the exceptions in Rule 803. Defendant has not offered any affidavit or other testimony to authenticate either document, and none of the exceptions in Rule 803 apply.

Not only are the exhibits to Mr. McCaffrey's affidavit inadmissible, but the testimony in his affidavit is also inadmissible. Several of his statements are legal conclusions and are not proper for expert testimony. *See Dawkins v. Field*, 354 S.C. 58, 65, 580 S.E.2d 433, 437 (2003) (in general, expert testimony on issue of law is inadmissible). For example, Mr. McCaffrey testifies that it is a requirement that to obtain REMIC classification, "within three months after the trust's startup date substantially all of its assets must be assigned to the trust and qualified mortgages." (McCaffrey Aff. at p. 2.) This is a legal conclusion. It is also an incorrect statement of the law. 26 U.S.C. § 860D(a)(4) defines a REMIC, and provides that in order to obtain REMIC classification, within three months after the trust's startup date, substantially all of its assets must be qualified mortgages (as opposed of other types of assets). There is nothing in the statute that states that all assets must be transferred into a trust within three months of the trust's startup date.

Nevertheless, Mr. McCaffrey continues, testifying that the recorded assignments of mortgage prove that Defendant's loan was not timely transferred into the Structured Asset Mortgage Investments Inc., Mortgage Pass-Through Certificates, Series 2002-AR4 (the "Trust"). (McCaffrey Aff. at p. 2.) Specifically, he testified that since the assignments were not recorded until 2012 or 2013, the loan was not timely transferred into the Trust. However, a recorded assignment of mortgage is not required in order for a note or mortgage to be transferred. South Carolina law does not even require assignments of mortgages to be recorded to show proof of ownership. *In re Woodberry*, 383 B.R. 373, 377 (Bankr. D.S.C. 2008) (citation omitted); *BAC Home Loan Servicing, L.P. v. Kinder*, 398 S.C. 619, 623, 731 S.E.2d 547, 549 (2012). Instead, to have standing to foreclose, South Carolina law requires only that an assignment of mortgage

into the plaintiff be recorded before any foreclosure complaint is filed, which was indisputably done in this case.

Based on the foregoing, the Court will not consider Mr. McCaffrey's affidavit or the Prospectus and US Bank Letter. The testimony and exhibits are inadmissible and do not create any issue of fact that Plaintiff is the current owner and holder of the subject note and mortgage, and has standing to foreclose.

Moreover, even if the court were to consider Mr. McCaffrey's affidavit, the Court rejects the legal argument it supports based on *Glaski v. Bank of Am., Nat'l Ass'n*, 218 Cal App. 4th 1079, 1099, 160 Cal. Rptr. 3d 449, 464 (2013). In *Glaski*, the court held that the alleged failure by the mortgagor to transfer the borrower's mortgage in compliance with the terms of the PSA rendered a prior foreclosure void, as opposed to merely voidable at the election of the actual parties to that secondary market transaction. The *Glaski* court found that, as a result of the void nature of the foreclosure sale, the borrower had standing to challenge the foreclosure of his property based upon an alleged violation of the PSA. The court finds the holding and reasoning in *Glaski* uncontrolling and unpersuasive,¹ and inconsistent with well-settled South Carolina law that "a third person not in privity of contract with the contracting parties has no right to enforce a contract." *Goode v. St. Stephens United Methodist Church*, 329 S.C. 433, 445, 494 S.E.2d 827, 833 (Ct. App. 1997). Even if the trust agreement was breached as Defendant alleges, it was not made for her benefit and she cannot enforce it.

¹ Most other courts that have considered the holding in *Glaski* have declined to follow its holding. See, e.g., *In re Sandri*, 501 B.R. 369, 374-75 (Bankr. N.D. Cal. 2013) (describing *Glaski* as an "outlier"); *Rajamin v. Deutsche Bank Nat'l Trust Co.*, 757 F.3d 79, 90 (2d. Cir. 2014) (rejecting *Glaski* as inconsistent with New York law and other courts' interpretation of New York law).

The Court further finds that there is no evidence to support Defendant's contention that the allonge was supplied after the lawsuit was filed. During the hearing, Defendant questioned whether the allonge in Plaintiff's possession was adequate to indorse the note to Plaintiff. An allonge is simply a paper affixed to the note so as to become a part of the note. 27 S.C. Jur. *Mortgages* § 165. Defendant argued that the allonge was not valid because there was adequate room on the note itself to indorse the note, but S.C. Code Ann. § 36-3-204(a) expressly contradicts that argument by providing: "For the purpose of determining whether a signature is made on an instrument, a paper affixed to the instrument is a part of the instrument." The reporter's comments further state: "An indorsement on an allonge is valid even though there is sufficient space on the instrument for an indorsement." Thus, Defendant's arguments that the note is not properly indorsed fail as a matter of law.

Defendant also argued that the foreclosure action should be dismissed because the note and mortgage were not attached to the original complaint filed with the Court. However, there is no requirement that the original or even a copy of the note and mortgage must be attached to the Complaint, or that the law firm representing a foreclosing plaintiff must physically possess the note and mortgage when filing a foreclosure action. Thus, Defendant's arguments that Plaintiff does not have standing based on those allegations are without merit.

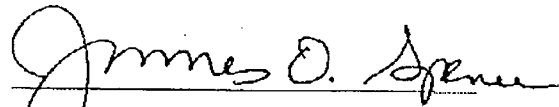
In sum, there is no genuine issue of material fact that Plaintiff has standing to foreclose. The policy behind proving ownership of the note and mortgage is to ensure a defendant is not sued multiple times with the same note. Given that the original note and mortgage have been, and is in the possession of Plaintiff, and there is no claim by any other party that they own the note or mortgage, or any permissible proof offered by Defendant that anyone else claims rights to the note, the underlying policy protection is in play to safeguard Defendant. Therefore, on the

issue of whether Plaintiff has standing to foreclose, Plaintiff's Motion for Summary Judgment is **GRANTED**, and Defendant's Motion is **DENIED**.

With respect to the amount of the Debt, the Court finds that there is a genuine issue if disputed fact concerning the correct debt amount. Both Parties' Motions for Summary Judgment as to the amount of the debt are **DENIED**.

AND IT IS SO ORDERED.

Dec. 8
_____, 2015



The Honorable James O. Spence
Master in Equity, Lexington County

FILED
DEC 15 2015
CLERK OF COURT
LEXINGTON COUNTY

ORIGINAL

STATE OF SOUTH CAROLINA)

COURT OF COMMON PLEAS

COUNTY OF LEXINGTON)

2017 MAR 22 CA 2013-2P-32-01709

BNY MELLON,)

Plaintiff,)

ORDER

v.)

Lanier et al.,)

This court granted partial summary judgment to Plaintiff against Pro se, (SRL) defendant Lanier. Thereafter, Lanier filed a motion for reconsideration and hired counsel to represent her at that hearing. At the scheduled hearing, Plaintiff's and Defendant's counsel agreed to submit proposed Orders rather than argue the case.

Plaintiff's submitted Order, in essence, stated early order controls, motion is simply repeating and rearguing previously argued and decided matters. This Order supplements previously filed Order.

Defendant's submitted Order basically argues court erred in granted partial summary judgment as to liability because (1) there is question of fact if Plaintiff owns or owned the note and (2) question of facts about underlying pooling and service agreement.

Defendant argues:

- (1) the note appears to be a laser copy.
- (2) Plaintiff failed to attach original (or copy) of note and mortgage to complaint,
- (3) gap between date of assignment and recordation of assignment, and
- (4) questions of fact about underlying pooling agreement.

These arguments are not persuasive.

The transcript reveals that:

- (1) Lanier does not deny signing the note. See page 12 lines 19-13 line 16. She simply states she believes what was shown to her as the original note is a laser copy. See page 6 lines 8- 19. "So, later, after Ms. Caskey's firm got the case, I also went to her office to look at the documents....."

(2) Plaintiff's proof of possession of note. Page 19 Line 23. -Page 20 lines 21 lines 2. "Ms. Caskey:...is there any evidence to show that you did not have possession of the Note when the lawsuit was filed?

The court will not restate earlier ruling and law relating to (3) gap between assignment date and recordation or (4) underlying pooling agreement .

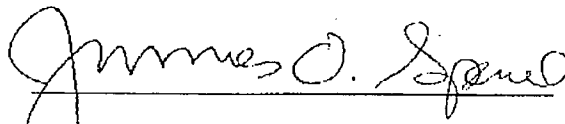
Proper ownership of the note is a critical issue since it protects the Defendant from the possibility of either paying multiple parties who present claims of ownership or being involved in multiple litigations involving different parties claiming ownership of the note.

The court notes that while the complaint alleges Lanier signed the note and mortgage August 2, 2002 and made payments until on or about September 2010, neither Plaintiff nor Defendant have brought to the court's attention (1) any action brought by a third party claiming note ownership nor (2) any allegation that while Lanier has not paid Plaintiff since 2010, Lanier has been making mortgage payments to another entity claiming ownership.

Motion denied.

AND IT IS SO ORDERED.

March 21, 2017


JAMES O. SPENCE
MASTER-IN-EQUITY

The South Carolina Court of Appeals

The Bank of New York Mellon, f/k/a The Bank of New York as successor-in-interest to JPMorgan Chase Bank, N.A. as successor in interest by merger to Bank One, N.A. as Trustee for Structured Asset Mortgage Investments Inc., Mortgage Pass-Through Certificates, Series 2002-AR4, Respondent,

v.

Cathy C. Lanier; Branch Banking and Trust Company, Regions Bank, Defendants,

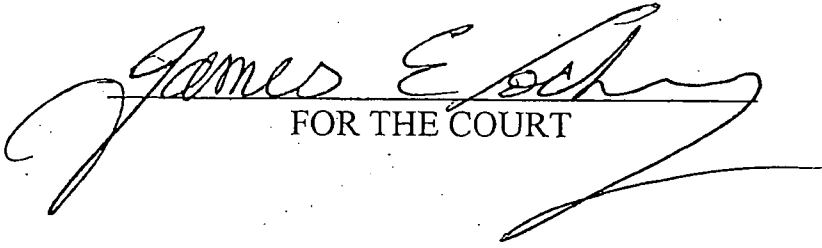
Of Whom Cathy C. Lanier is the Appellant.

Appellate Case No. 2017-000874

ORDER

Respondent has filed a motion to dismiss this appeal, arguing this appeal is premature. Respondent argues Appellant could have immediately appealed the November 17, 2014 and November 5, 2015 orders on the standing issue, but he failed to do so. Respondent contends that Appellant must now wait to appeal until after the final foreclosure judgment.

After careful consideration of the motion, the return, the reply, and the underlying orders, the motion is denied. On December 15, 2015, the lower court issued a supplemental order on the cross motions for summary judgment, providing that "on the issue of whether [Respondent] has standing to foreclose, [Respondent's] motion for summary judgment is granted." Even if the order reiterates prior rulings on the standing issue, it constitutes the lower court's final order granting partial summary judgment. Appellant's appeal from the order denying reconsideration of the December 15, 2015 order, therefore, shall proceed.


FOR THE COURT

Columbia, South Carolina

cc:

S. Jahue Moore, Esquire

Michael J. Anzelmo, Esquire

FILED

August 4, 2017

ORIGINAL

STATE OF SOUTH CAROLINA

COUNTY OF LEXINGTON

FILED

IN THE COURT OF COMMON PLEAS

DOCKET NO.

The Bank of New York Mellon, f/k/a The Bank of New York as successor-in-interest to JPMorgan Chase Bank, N.A. as successor in interest by merger to Bank One, N.A. as Trustee for Structured Asset Mortgage Investments Inc., Mortgage Pass-Through Certificates, Series 2002-AR4,

Plaintiff,

v.

Cathy G. Lanier; Branch Banking and Trust Company; Regions Bank;

Defendant(s).

LIS PENDENS

Deficiency Judgment Demanded

2013-LP-32 - 6/9

(006443-01216)

NOTICE IS HEREBY GIVEN THAT an action has been or will be commenced in this Court upon complaint of the above-named Plaintiff against the above-named Defendant(s) for the foreclosure of a certain mortgage of real estate given by Cathy G. Lanier to Mortgage Electronic Registration Systems, Inc., as nominee for Southstar Funding, LLC d/b/a Capital Home Mortgage, its successors and assigns (MIN 100190836100160022) dated August 2, 2002, and recorded in the Office of the RMC/ROD for Lexington County on August 12, 2002, in Mortgage Book R7406 at Page 97. This Mortgage was assigned to JPMorgan Chase Bank, National Association by assignment dated March 4, 2012 and recorded March 29, 2012 in Book R15422 at Page 73.

The premises covered and affected by the said mortgage and by the foreclosure thereof were, at the time of the making thereof and at the time of the filing of this notice, described as follows:

All that certain piece, parcel or lot of land, together with improvements thereon, if any situate, lying and being in the County of Lexington, State of South Carolina, the same being shown and designated as Lot 19 containing 1.01 Acre in Belle Chase Subdivision, on a plat prepared for Donald P. Jacobsen and Linda T. Jacobsen by Arthur J. Weed, RLS, dated September 2, 1999 and recorded in the Lexington County ROD Office in Book 0288 at Page 0342. Reference to said plat being made for a more complete and accurate description.

This being the same property conveyed to Cathy G. Lanier by deed of Donald P. Jacobsen and Linda Jacobsen, dated August 2, 2002 and recorded August 12, 2012 in Book R7406 at Page 94.

2013CP3201709

Property Address: 172 Belle Chase Drive
Lexington, SC 29072

TMS# 003428-01-019

FILED

2013 MAY 17 A 0:27

Rogers Townsend & Thomas, PC
ATTORNEYS FOR PLAINTIFF

Samuel C. Waters (SC Bar #5958)
Reginald P. Corley (SC Bar #69453)
Ellie C. Floyd (SC Bar #68635)
Eve Moredock Stacey (SC Bar #5300)
William S. Koehler (SC Bar #74935)
Jaclynn B. Goings (SC Bar #77501)
Andrew A. Powell (SC Bar #100210)
Mary Powers (SC Bar #16534)

220 Executive Center Drive
Columbia, SC 29210

Cheryl H. Fisher (SC Bar #15213)
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Michael P. Morris (SC Bar #73560)
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Columbia, South Carolina
May 16, 2013

ORIGINAL

STATE OF SOUTH CAROLINA

FILED IN THE COURT OF COMMON PLEAS

COUNTY OF LEXINGTON

DOCKET NO.

2013 MAY 17 A 0 27

The Bank of New York Mellon, f/k/a The Bank of New York as successor-in-interest to JPMorgan Chase Bank, N.A. as successor in interest by merger to Bank One, N.A. as Trustee for Structured Asset Mortgage Investments Inc., Mortgage Pass-Through Certificates, Series 2002-AR4,

Plaintiff,

COMPLAINT

(NON-JURY)

FORECLOSURE OF REAL ESTATE
MORTGAGE

Deficiency Judgment Demanded

v.

Cathy G. Lanier; Branch Banking and Trust Company; Regions Bank;

Defendant(s).

2013CP3201709

(006443-01216)

Plaintiff alleges:

1. This is an action for the foreclosure of a mortgage upon certain real estate in Lexington County, South Carolina.

2. Pursuant to S.C. Code Section 33-15-101(b)(8) Plaintiff is a corporation or other legal entity collecting debts and / or enforcing mortgages, security interests or other rights in property securing debts.

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

4. The Plaintiff's servicing agent for the mortgage loan described in this foreclosure action is participating in the Home Affordable Modification Program ("HMP"), but the subject loan is not eligible for modification because the borrower did not provide all necessary documents after those documents had been requested.

5. Some lien on or interest in the real estate, the subject of this action, may be claimed

by the Defendant(s) herein.

FILED

6. The Defendant(s) herein described as judgment creditors have by filing said judgments designated their attorney entering the judgment as their agent for service of process under the provisions of South Carolina Code Section 15-35-840.

7. Heretofore, on or about August 2, 2002, Cathy G. Lanier made, executed and delivered a certain Adjustable Rate Note ("Note") in the principal sum of \$582,250.00, payable in monthly installments.

8. In order to secure the payment of the Note according to the terms and conditions thereof, Cathy G. Lanier made, executed and delivered unto Mortgage Electronic Registration Systems, Inc., as nominee for Southstar Funding, LLC d/b/a Capital Home Mortgage, its successors and assigns (MIN 100190836100160022) a certain real estate mortgage ("Mortgage") covering the following described property and any and all improvements to the property, including but not limited to a mobile/manufactured home:

All that certain piece, parcel or lot of land, together with improvements thereon, if any situate, lying and being in the County of Lexington, State of South Carolina, the same being shown and designated as Lot 19 containing 1.01 Acre in Belle Chase Subdivision, on a plat prepared for Donald P. Jacobsen and Linda T. Jacobsen by Arthur J. Weed, RLS, dated September 2, 1999 and recorded in the Lexington County ROD Office in Book 0288 at Page 0342. Reference to said plat being made for a more complete and accurate description.

This being the same property conveyed to Cathy G. Lanier by deed of Donald P. Jacobsen and Linda Jacobsen, dated August 2, 2002 and recorded August 12, 2012 in Book R7406 at Page 94.

Property Address: 172 Belle Chase Drive
Lexington, SC 29072

TMS# 003428-01-019

9. The Mortgage was signed, witnessed and probated August 2, 2002; thereafter the Mortgage was recorded in the Office of the RMC/ROD for Lexington County on August 12, 2002, in Mortgage Book R7406 at Page 97. This Mortgage was assigned to JPMorgan Chase Bank, National Association by assignment dated March 4, 2012 and recorded March 29, 2012 in Book R15422 at Page 73.

10. The Mortgage evidences and secures the repayment of money advanced by Plaintiff or its predecessor in interest to, or on behalf of, the mortgagor(s) and constitutes a purchase money first lien on the mortgaged premises.

11. After all payments received by the Plaintiff have been credited to the subject loan, the

loan is in default and due for September 1, 2010, and the conditions of the Note and Mortgage have been broken. Plaintiff elects to and does declare the entire balance of said indebtedness due and payable, and that there is due on the Note and Mortgage as of September 1, 2010, the principal sum of \$537,182.20, with interest from August 1, 2010, advances, late charges, and also for the costs and disbursements of this action, including attorney's fees.

12. Pursuant to South Carolina Code Sections 29-3-650, and 29-3-660, Plaintiff specifically demands or reserves its right to a personal or deficiency judgment, unless heretofore or hereafter released, against the Notemaker(s) hereby obligated for the above-described debt.

13. Pursuant to the terms of the Mortgage, Plaintiff has employed counsel to prosecute this action and a reasonable value of services of counsel in this action is the sum as the Court may find appropriate.

14. Plaintiff may be forced to pay sums for taxes and insurance and costs for securing the property, which sums, according to the terms of the Mortgage, should be added to the amount of the debt.

15. Pursuant to the terms of the Mortgage and applicable state law, Plaintiff requests the mortgage be foreclosed and that the property be sold at public auction in accordance with law, subject to any liens for taxes, special assessments of record against such property, and existing easements or restrictions of record.

16. The hereinafter named Defendant(s) may have some interest in or lien upon the premises covered by the Mortgage set forth above, or some part thereof, but that such interests or liens are junior and subsequent to the lien of Plaintiff's Mortgage or, if specified below, have been paid in full and either should be satisfied of record or the lien released from the subject real estate. Said liens or interests are of record in the Office of the RMC or Clerk of Court of the aforesaid county and are described as follows:

A. Branch Banking and Trust Company, by virtue of a mortgage given by Cathy G. Lanier in the amount of \$150,000.00, dated June 12, 2008, and recorded June 17, 2008 in Book R12973 at Page 336. Also including any other liens they may have.

B. Regions Bank, by virtue of a mortgage given by Cathy G. Lanier in the amount of \$102,842.30, dated September 25, 2008, and recorded September 30, 2008 in Book R13175 at Page 127. Also including any other liens they may have.

C. Branch Banking and Trust Company by virtue of any deficiency they may claim by Case 2010-CP-32-03622. Branch Banking and Trust Company is successor in interest to Branch Banking and Trust Company of South Carolina.

WHEREFORE, having fully set forth its Complaint, Plaintiff prays that this Honorable Court inquire into the matters as set forth herein and:

(1) Under the direction of this Court, ascertain and determine the amount due upon the Note and Mortgage held by Plaintiff together with attorney's fees and costs of this action.

(2) Declare Plaintiff's Mortgage a purchase money first lien and render judgment of foreclosure for the amount so found to be due and owing thereon, together with any ad valorem taxes, or insurance premiums, and any other expenses which may be due and have been advanced by Plaintiff, with reasonable attorney's fees, and for the costs of this action.

(3) Order the reimbursement of all costs for inspecting and securing the property incurred by the Plaintiff as a result of the delinquency.

(4) Appoint a Receiver to collect the rents, issues, profits or designated sums from the mortgagor(s), and/or the grantee(s) of the mortgagor(s), and/or tenant(s) occupying or exercising control over the mortgaged premises and hold the same subject to the further order of this Court.

(5) Under the direction of this Court, sell the mortgaged premises, bar any equity of redemption, and apply the proceeds of sale as follows:

First, to the costs and expenses of the within action and sale;

Second, to the payment and discharge of the amount due on Plaintiff's Note and Mortgage, together with attorney's fees as aforesaid; and

Third, to the distribution of any surplus pursuant to Rule 71, of the South Carolina Rules of Civil Procedure;

(6) Issue an order directing the Sheriff of Lexington County, South Carolina, to place the successful purchaser at said foreclosure sale in possession of the property should the same become necessary;

(7)

Order such other and further relief as may be just and proper.

Rogers Townsend & Thomas, PC

ATTORNEYS FOR PLAINTIFF

Samuel C. Waters (SC Bar #5958)
Reginald P. Corley (SC Bar #69453)
Ellie C. Floyd (SC Bar #68635)
Eve Moredock Stacey (SC Bar #5300)
William S. Koehler (SC Bar #74935)
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Vance L. Brabham, III (SC Bar #71250)
Andrew W. Montgomery (SC Bar #79893)
John F. McLeod, IV (SC Bar # 100693)
J. Pamela Price (SC Bar # 014336)

220 Executive Center Drive
Columbia, SC 29210

Post Office Box 100200 (29202)
(803) 744-4444

Columbia, South Carolina
May 16, 2013

NOTICE

1. As of April 30, 2013, you owe \$591,312.25. Because of interest, late charges, attorney fees and other charges that vary from day to day, the amount due on the day you pay may be greater.
2. The Bank of New York Mellon, f/k/a The Bank of New York as successor-in-interest to JPMorgan Chase Bank, N.A. as successor in interest by merger to Bank One, N.A. as Trustee for Structured Asset Mortgage Investments Inc., Mortgage Pass-Through Certificates, Series 2002-AR4 is the Creditor to whom the debt is owed. JPMorgan Chase Bank, National Association is the servicing agent for the Creditor to whom the debt is owed.
3. The debt described in this notice will be assumed to be valid by the Creditor's law firm unless you, the Consumer, within thirty (30) days after the receipt of this notice, dispute the validity of the debt or any portion thereof.
4. If you, the Consumer, notify the Creditor's law firm in writing within thirty (30) days of the receipt of this notice that the debt or any portion thereof is disputed, the Creditor's law firm will obtain verification of the debt, and a copy of the verification will be mailed to you, the Consumer, by the Creditor's law firm.
5. If the Creditor named in this notice is different from the original Creditor, and if you, the Consumer, make a written request to the Creditor's law firm within the (30) days from the receipt of this notice, the name and address of the original Creditor will be mailed to you by the Creditor's law firm.
6. This notice should not be construed as a thirty (30) day grace period. If, in writing, you dispute the debt or any portion thereof or if, in writing, you request the name and address of the original creditor within the thirty (30) day period that begins with your receipt of this notice, the law requires the Creditor's law firm to suspend its efforts (through litigation or otherwise) to collect the debt until the Creditor's law firm mails the requested information to you.
7. This notice pertains to your dealings with the Creditor's law firm as a debt collector. It does not affect your dealings with the court, and in particular it does not change the time at which you must answer the complaint. The summons attached to the complaint is a command from the court, not from the Creditor's law firm, and you must follow its instructions even if you dispute the validity or amount of the debt. The advice in this notice also does not affect the Creditor's law firm's relations with the court. The Creditor's law firm may file papers in any such suit according to the court's rules and the judge's instructions.
8. This is an attempt to collect a debt, and any information obtained will be used for that purpose. The information provided in paragraphs 1 and 2 above has been provided to us by the Creditor or Servicer. If you have previously received a discharge in bankruptcy, this notice is not and should not be construed as an attempt to collect a debt but only as an attempt to enforce a lien.

ORIGINAL

STATE OF SOUTH CAROLINA

COUNTY OF LEXINGTON

The Bank of New York Mellon, f/k/a The Bank of New York as successor-in-interest to JPMorgan Chase Bank, N.A. as successor in interest by merger to Bank One, N.A. as Trustee for Structured Asset Mortgage Investments Inc., Mortgage Pass-Through Certificates, Series 2002-AR4,

Plaintiff,

v.

Cathy G. Lanier; Branch Banking and Trust Company; Regions Bank;

Defendant(s).

IN THE COURT OF COMMON PLEAS

FILED

DOCKET NO.

2013 MAY 17 A 0:27

NOTICE OF FORECLOSURE INTERVENTION
Deficiency Judgment Demanded

2013CP3201709

(006443-01216)

PLEASE TAKE NOTICE THAT pursuant to the South Carolina Supreme Court Administrative Order 2011-05-02-01, you may have a right to Foreclosure Intervention.

To be considered for any available Foreclosure Intervention, you may communicate with and otherwise deal with the Plaintiff through its law firm, Rogers Townsend & Thomas, PC.

Rogers Townsend & Thomas, PC represents the Plaintiff in this action. Our law firm does not represent you. Under our ethical rules, we are prohibited from giving you any legal advice.

You must submit any requests for Foreclosure Intervention consideration within 30 days from the date you are served with this Notice. **IF YOU FAIL, REFUSE, OR VOLUNTARILY ELECT NOT TO PARTICIPATE IN FORECLOSURE INTERVENTION, THE FORECLOSURE ACTION MAY PROCEED.**

Rogers Townsend & Thomas, PC
ATTORNEYS FOR PLAINTIFF

Samuel C. Waters (SC Bar #5958)
Reginald P. Corley (SC Bar #69453)
Ellie C. Floyd (SC Bar #68635)
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Columbia, South Carolina
May 16, 2013

STATE OF SOUTH CAROLINA
COUNTY OF LEXINGTON

FILED IN THE COURT OF COMMON PLEAS
11TH JUDICIAL CIRCUIT

2013 JUN 20 P 2: 07 CASE NO.: 2013-CP-32-01709

The Bank of New York Mellon, f/k/a
The Bank of New York as successor-in-
Interest to JPMorgan Chase Bank, N.A.
As successor-in-interest by merger to
Bank One, N.A. as Trustee for Structured
Asset Mortgage Investments Inc.,
Mortgage Pass-Through Certificates,
Series 2002-AR4,

Plaintiff,

Vs.

Cathy G. Lanier; Branch Banking and
Trust Company; Regions Bank,

Defendants.

ANSWER TO COMPLAINT

DEMAND FOR JURY TRIAL

Defendant, Cathy G. Lanier (hereafter "Defendant"), hereby files her Verified Answers and Affirmative Defenses as stated herein in response to Plaintiff Complaint and specifically states as follows:

ANSWERS

1. The allegation in Paragraph One (1) of Plaintiff's Complaint is a conclusion of law in which no response is required but if a specific answer is required and after an extensive research and investigation Defendant does not have sufficient knowledge or information, to form a belief as to the truth of the allegation contained in Paragraph One (1) of the Plaintiff's Complaint; and if an answer is required then Defendant hereby **DENIES** specifically the allegation(s) in Plaintiff's Paragraph One (1) and demands strict proof at the time of trial.
2. The allegation in Paragraph Two (2) of Plaintiff's Complaint is a conclusion of law in which

no response is required but if a specific answer is required and after an extensive research and investigation Defendant does not have sufficient knowledge or information, to form a

belief as to the truth of the first allegation contained in Paragraph Two (2) of the Plaintiff's

Complaint; and if an answer is required then Defendant hereby **DENIES** specifically the allegation(s) in Plaintiff's Paragraph Two (2) and demands strict proof at the time of trial

including and not limited to proving their debt-collection and mortgage enforcement status.

3. The allegation in Paragraph Three (3) of Plaintiff's Complaint is a conclusion of law in which no response is required but if a specific answer is required and after an extensive research and investigation Defendant does not have sufficient knowledge or information, to form a belief as to the truth of the first allegation contained in Paragraph Three (3) of the Plaintiff's Complaint; and if an answer is required then Defendant hereby **DENIES** specifically the allegation(s) in Plaintiff's Paragraph Three (3) and demands strict proof at the time of trial including and not limited to proving their legal right to enforce an alleged negotiable instrument secured by alleged mortgage and strict proof that they are the real party in interest as defined by Rule 17(a) of the South Carolina Rules of Civil Procedure.
4. The allegation in Paragraph Four (4) of Plaintiff's Complaint is a conclusion of law in which no response is required but if a specific answer is required and after an extensive research and investigation Defendant does not have sufficient knowledge or information, to form a belief as to the truth of the first allegation contained in Paragraph Four (4) of the Plaintiff's Complaint; and if an answer is required then Defendant hereby **DENIES** specifically the allegation(s) in Plaintiff's Paragraph One (1) and demands strict proof at the time of trial. Defendant further states for the record that there has been no request to provide documents of any kind from Plaintiff, and Defendant was unfamiliar with even the name "The New York Bank of Mellon" prior to receiving this complaint. Plaintiff has not complied with the

HMP program requirements of law in SC.

5. The allegation in Paragraph Five (5) of Plaintiff's Complaint is a conclusion of law in which

no response is required but if a specific answer is required and after an extensive research

and investigation Defendant does not have sufficient knowledge or information, to form a belief as to the truth of the first allegation contained in Paragraph One (1) of the Plaintiff's

Complaint; and if an answer is required then Defendant hereby **DENIES** specifically the

allegation(s) in Plaintiff's Paragraph Five (5) and demands strict proof at the time of trial

including and not limited to proving the existence of a legal and valid lien or interest in real estate which may be claimed by Plaintiff or anyone.

6. The allegation in Paragraph Six (6) of Plaintiff's Complaint is a conclusion of law in which

no response is required but if a specific answer is required and after an extensive research

and investigation Defendant does not have sufficient knowledge or information, to form a

belief as to the truth of the first allegation contained in Paragraph One (1) of the Plaintiff's

Complaint; and if an answer is required then Defendant hereby **DENIES** specifically the

allegation(s) in Plaintiff's Paragraph Six (6) and demands strict proof at the time of trial.

7. The allegations contained in Paragraph Seven (7) of Plaintiff's Complaint are conclusions of

law and no response is required and if a response is required then Defendant herein

categorically **DENIES** all the allegations in Paragraph Seven (7) including and not limited

to the allegation that Defendant ever received any value and/or ever executed and delivered

any legal note on/or about August 2, 2002 becoming legally indebted to Plaintiff for the

sum of \$582,250.00 indebted and hereby demands strict proof at time of trial including and

not limited to the genuine executed promissory note, accounting ledgers showing all

payments (debits and credits) and all set offs according to GAAP and FAS 140.

8. The allegations contained in Paragraph Eight (8) of Plaintiff's Complaint are conclusions of

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STORMA CARRIGG
CLERK OF COURT
LEXINGTON SC

law and no response is required and if a response is required then Defendant herein categorically **DENIES** all the allegations in Paragraph Eight (8) including and not limited to the allegation that Defendant ever received any value and/or ever executed and delivered any legal mortgage to parties named in Paragraph Eight (8). Defendant recognizes only one named party from this paragraph, and received no notices of assignments or transfers of a purported mortgage and hereby demands strict proof at time of trial including and not limited to the genuine executed signature of the Defendant and documented proof of involvement of any of the named parties in Paragraph Eight (8). Further Defendant requires proof of an executed mortgage, accounting ledgers showing all payments (debits and credits) and all set offs according to GAAP and FAS 140.

9. The allegations contained in Paragraph Nine (9) of Plaintiff's Complaint are conclusions of law and no response is required and if a response is required then Defendant herein categorically **DENIES** all the allegations in Paragraph Nine (9) including and not limited to the allegation that Defendant ever received any value and/or ever executed and delivered any legal mortgage on/or about August 2, 2002 becoming legally indebted to Plaintiff. Defendant further denies that a legal Mortgage was ever recorded pursuant to the UCC §9203 in the Register of Deeds Office of Lexington County Defendant and recognizes none of the named parties from this paragraph, and received no notices of assignments or transfers of a purported mortgage and hereby demands strict proof at time of trial including and not limited to the genuine executed signature of the Defendant and documented proof of involvement of any of the named parties in Paragraph Nine (9). Nothing presented by Plaintiff proves that the alleged note and/or mortgage were ever in possession of any bank named in the Complaint or were indeed accepted or transferred in any means (such as by a merger or acquisition). That is only hear-say evidence and not admissible in court as

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CLERK OF COURT
LEXINGTON SC

evidence or to prove standing and/or holder in due course status.

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10. The allegations contained in Paragraph Ten (10) are nothing but conclusions of law in which no answer is required and if an answer is required then the Defendant, hereby denies that a

2013 JUN 20 P 2:07

legal Mortgage even does exist so therefore strict proof is hereby demanded including and not limited to the original genuine executed copy of any legal mortgage from any and all Plaintiffs securing such lien on the alleged subject property.

BETH A. CARRIGG
CLERK OF COURT
LEXINGTON SC

11. The allegations contained in Paragraph Eleven (11) of Plaintiff's Complaint are conclusions of law and no response is required and if a response is required then Defendant hereby categorically **DENIES** all the allegations in Paragraph Eleven (11) including and not limited to the alleged loan that was allegedly past due for \$537,182/20 as reflected by the records of Plaintiff and at time of trial Plaintiff must prove the payable sum of \$537,182.20 plus interest and all other additional costs and further Plaintiff must prove all these allegations at time of trial.

12. The allegations contained in Paragraph Twelve (12) are hereby **DENIED** and Defendant further demands strict proof at time of trial that Plaintiff had the right to invoke foreclosure and the right to seek personal judgment against the Defendant and further demands at time of trial proof of any liability under any such debt.

13. The allegations contained in Paragraph Thirteen (13) are hereby **DENIED** and Defendant further demands strict proof at time of trial that Plaintiff had the right to employ counsel to prosecute this action and demands strict proof at time of trial.

14. The allegations contained in Paragraph Fourteen (14) of Plaintiff's Complaint are conclusions of law and no response is required and if a response is required then Defendant hereby denies all the allegations contained in Paragraph Fourteen (14) and Defendant hereby demands proof that Plaintiff have any legal right to seek sums for taxes and insurance and

costs for securing the property or has any rights to seek monetary relief against Defendant and must prove a legal indebtedness. Defendant currently resides at the property in question, and supplies required insurance and maintenance thereby.

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15. The allegations contained in Paragraph Fifteen (15) of Plaintiff's Complaint are conclusions of law and no response is required and if a response is required then Defendant hereby denies all the allegations contained in Paragraph Fifteen (15) and Defendant hereby demands proof that Plaintiff has any legal right to seek or enforce a foreclosure action and subsequent public auction sale. Defendant hereby demands strict proof at trial of Defendant's legal indebtedness and Plaintiff's legal right to foreclose on Defendant's property.
16. The allegations contained in Paragraph Sixteen (16) of Plaintiff's Complaint are conclusions of law and no response is required and if a response is required then Defendant hereby denies all the allegations contained in Paragraph Sixteen (16) and Defendant hereby demands proof at trial that any named junior or subsequent lien is legal and owing to any of the named additional Defendants.

BETH A. GARRIGG
CLERK OF COURT
LEXINGTON SC

AFFIRMATIVE DEFENSES

At this time, Plaintiff has produced no verifiable proof or evidence to bring this case. Defendant thereby reserves the right to amend, alter and add to Affirmative Defenses based on documentation requested of and produced by Plaintiff. Defendant's defenses are likely to include violations of 15 USC § 1692e, all sections; potential violations of RESPA, TILA, Fair Debt Collections Act; instances of fraud, slander of title and others as evidence is gathered.

WHEREFORE, Defendant respectfully requests the following:

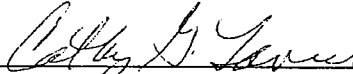
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JUN 20 P 2: 07
BETH A. CARRIGG
CLERK OF COURT
LEXINGTON SC
- a. A temporary restraining order, preliminary and permanent injunction preventing Plaintiff, or anyone acting under or in concert with them, from collecting on the alleged subject loan and from causing the Property to be sold or assigned to a third party; and
 - b. For an order stating that Plaintiff must not report to any credit reporting agency anything of a negative nature against Defendant, and that they must repair any previously reported negative information.; and
 - c. Damages according to outlined violations above; and
 - d. Require that the Plaintiff produce the original accounting ledgers to prove any indebtedness on behalf of the Defendant; and
 - e. Require that Plaintiff respond fully and timely to Debt Dispute letter/QWR mailed to Plaintiff's attorney by registered mail on June 20, 2013; and
 - f. Supply to the Defendant the list and business contact information for their expert and lay witnesses; and
 - g. Supply to the Defendant a sworn statement of their statements to be presented in court; and
 - h. Force Plaintiff to comply with a good faith effort for discovery; and
 - i. Require Plaintiff to produce documentation proving they have not been involved in misconduct regarding the Libor Rate manipulation scheme as evidenced in the ongoing investigation in which Barclays has been fined nearly \$500M, JPMorgan Chase has been sued and this scandal is predicted to implicate other global financial institutions such as Plaintiff¹; and

¹ "In case you haven't heard, 16 banks that help set the London interbank offered rate, or Libor, are being sued by a smaller bank called Berkshire Bank of New York over allegations they conspired to manipulate the rate for short-term

- j. Defendant hereby demands a Trial by Jury; and
- k. Produce any and all accounting records to prove that the Plaintiff complied with their contract the way that their complaint alleges that they do; and
- l. Enforce the South Carolina Rules of Court and the South Carolina Rules of Evidence;
and
- m. Allow the Defendant to produce her expert and lay witnesses and other written material to show that the Plaintiff did not comply with any of their terms and conditions for Defendant has never had a loan indebtedness relationship with the Plaintiff; and
- n. Dismiss this case and grant judgment in favor of the Defendant for the Plaintiff lacks sufficient admissible evidence to prove their case.

DATED this 20th day of June, 2013.

Respectfully submitted,


CATHY G LANIER, Pro Se

Cathy G. Lanier
172 Belle Chase Drive
Lexington, SC 29072
803-315-3636
803-359-7031 (fax)
cathy@tsisc.com
Pro Se

Lexington, SC
June 20, 2013

gains on derivatives. Three of those banks, Citi, Bank of America and JPMorgan Chase hold about a quarter of all the deposits in the U.S." *Will Your Bank Be Sued over Libor?*, Claes Bell, Bankrate.com

ORIGINAL

STATE OF SOUTH CAROLINA

IN THE COURT OF COMMON PLEAS

COUNTY OF LEXINGTON

Case No. 2013-CP-32-01709

The Bank of New York Mellon, f/k/a The Bank of New York as successor-in-Interest to JPMorgan Chase Bank, N.A. as successor-in-interest by merger to Bank One, N.A. as Trustee for Structured Asset Mortgage Investments Inc., Mortgage Pass-Through Certificates, Series 2002-AR4,

Plaintiff,

vs.

Cathy G. Lanier; Branch Banking and Trust Company; Regions Bank,

Defendants.

FILED
2013 JUL 23 P 3:00
BETH A. COLLINGS
CLERK OF COURT
LEXINGTON, SC

**PLAINTIFF'S REPLY TO ANSWER AND COUNTERCLAIM
OF DEFENDANT CATHY G. LANIER**

The Bank of New York Mellon, f/k/a The Bank of New York as successor-in-Interest to JPMorgan Chase Bank, N.A. as successor-in-interest by merger to Bank One, N.A. as Trustee for Structured Asset Mortgage Investments Inc., Mortgage Pass-Through Certificates, Series 2002-AR4 ("Plaintiff") hereby replies to the Answer ("Answer") of Defendant Cathy G. Lanier ("Defendant") as follows:

**FIRST DEFENSE
(General Denial)**

1. Plaintiff denies each and every allegation of the Answer except those that are hereinafter expressly admitted.

2. The allegations of paragraph 1 through 16 are in answer to the Complaint and do not require a response from Plaintiff. To the extent a response is required, Plaintiff denies the

allegations of paragraphs 1 through 16 to the extent they are inconsistent with the allegations of the Complaint. Further replying, Plaintiff denies that it did not have standing to bring this foreclosure action and denies that it has failed to comply with the Supreme Court's Administrative Order No. 2011-05-02-01 concerning foreclosure intervention.

2013 JUL 23 P 3:00
BETH L. CARRIGG
CLERK OF COURT
LEXINGTON, SC

3. Replying to the affirmative defenses alleged on page 6 of the Answer, Plaintiff denies that Defendant has any defense to the foreclosure which is the subject of this foreclosure action.

4. Plaintiff denies that Defendant is entitled to the relief requested in her prayer for relief. Plaintiff further denies that it has engaged in any wrongdoing as described in the prayer for relief on pages 7 and 8 of the Answer.

5. Plaintiff denies that Defendant is entitled to a jury trial.

FOR A SECOND DEFENSE
(Failure to State a Cause of Action)

6. The Answer fails to state facts sufficient to constitute a cause of action as to Plaintiff and should be dismissed pursuant to Rule 12(b)(6), SCRCP.

FOR A THIRD DEFENSE
(Statutes of Limitation)

7. Defendant's claims against Plaintiffs are barred by any applicable statutes of limitation.

FOR A FOURTH DEFENSE
(Failure to Mitigate Damages)

8. Defendant's claims are barred in whole or in part by her failure to mitigate damages.

FOR A FIFTH DEFENSE
(Right to Recoupment and to Repayment)

9. Plaintiff advanced a sum of money to Defendant, which sum Defendant promised to repay in full, with interest at the rate agreed upon by the parties. If the Court were to grant

Defendant the relief she seeks, Plaintiff would be entitled to the repayment of the sums advanced, plus interest and the other relief allowed by the subject loan documents.

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**FOR A SIXTH DEFENSE
(Set-Off)**

BETH A. CARROLL
CLERK OF COURT
LEXINGTON, SC

10. Plaintiff is entitled to a credit in the form of a set-off of all amounts tendered for Defendant's benefit or accepted by Defendant, as well as for the amounts due and owing under the subject mortgage loan.

**FOR A SEVENTH DEFENSE
(Judicial Estoppel)**

11. Defendant's claims are barred by the doctrine of judicial estoppel.

**FOR AN EIGHTH DEFENSE
(Equitable Defenses)**

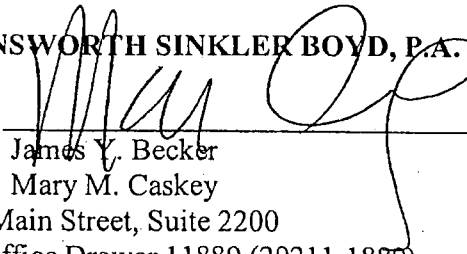
12. Defendant's claims are barred in whole or in part by all equitable doctrines available to Plaintiff, including but not limited to, waiver, consent, estoppel, unjust enrichment, laches, and unclean hands.

WHEREFORE, having fully replied to the Answer, Plaintiff prays that this Court inquire into the matters alleged herein and dismiss with prejudice all defenses and counterclaims of Defendant asserted against Plaintiff, grant the relief requested in the Complaint for foreclosure, with the costs of this action, and such other relief as the Court may deem just and proper.

[signature on following pages]

HAYNSWORTH SINKLER BOYD, P.A.

By:


James Y. Becker

Mary M. Caskey

1201 Main Street, Suite 2200

Post Office Drawer 11889 (29211-1889)

Columbia, South Carolina 29201

(803) 779.3080 Tel

Attorneys for Plaintiff

July 22, 2013

FILED
2013 JUL 23 P 3:00
BETH A. CAMPBELL
CLERK OF COURT
LEXINGTON, SC

ORIGINAL

STATE OF SOUTH CAROLINA

IN THE COURT OF COMMON PLEAS

COUNTY OF LEXINGTON

Case No. 2013-CP-32-01709

2013 OCT 18 4:47

The Bank of New York Mellon, f/k/a The Bank of New York as successor-in-Interest to JPMorgan Chase Bank, N.A. as successor-in-interest by merger to Bank One, N.A. as Trustee for Structured Asset Mortgage Investments Inc., Mortgage Pass-Through Certificates, Series 2002-AR4,

Plaintiff,

vs.

Cathy G. Lanier; Branch Banking and Trust Company; Regions Bank,

Defendants.

DEBRA D. HOGG
CLERK OF COURT
LEXINGTON, SC

PLAINTIFF'S MOTION TO STRIKE AND MOTION FOR ORDER OF REFERENCE

Pursuant to Rules 12(f) and 53, SCRPC, Plaintiff moves for an order striking the affirmative defenses and jury demand of Defendant Cathy G. Lanier ("Defendant") and for an order referring this matter to the Master In Equity.

Rule 12(f), SCRPC, provides that the Court "may order stricken from any pleading any insufficient defense or any redundant, immaterial, impertinent, or scandalous matter." In her Answer filed on June 20, 2013, Defendant alleges the following affirmative defenses:

AFFIRMATIVE DEFENSES

At this time, Plaintiff has produced no verifiable proof or evidence to bring this case. Defendant thereby reserves the right to amend, alter and add to Affirmative Defenses based on documentation requested of and produced by Plaintiff. Defendant's defenses are likely to include violations of 15 USC § 1692e, all sections; potential violations of RESPA, TILA, Fair Debt Collections Act; instances of fraud, slander of title and others as evidence is gathered.

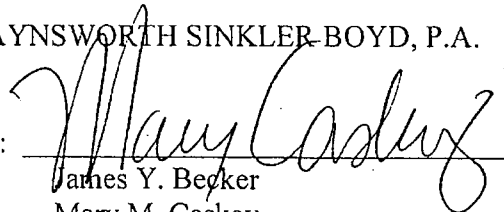
The foregoing defenses do not state any fact giving rise to any defense against Plaintiff's claim for foreclosure, and on information and belief, the defenses are pleaded solely for the purpose of delaying the foreclosure. Plaintiff is the proper plaintiff in this foreclosure owner as it is the current record holder of the subject mortgage by virtue of an assignment recorded on May 15, 2013 in the Lexington County Register of Deeds. As a result, Plaintiff requests that the "Affirmative Defenses" be stricken.

Defendant also demanded a jury trial. However, she has not asserted any claims against Plaintiff that would entitle her to a jury trial, and Plaintiff's claim for foreclosure is an equitable claim. "A mortgage foreclosure is an action in equity," *Hayne Fed. Credit Union v. Bailey*, 327 S.C. 242, 248, 489 S.E.2d 472, 475 (1997) (citing *Collier v. Green*, 244 S.C. 367, 137 S.E.2d 277 (1964)), and "there is no right to a trial by jury for equitable actions," *Lester v. Dawson*, 327 S.C. 263, 267, 491 S.E.2d 240, 242 (1997). Consequently, Plaintiff requests that the Court strike Defendant's jury demand.

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CLERK OF COURT
LEXINGTON, SC

Finally, Rule 53(b), SCRCP, provides that in an action for foreclosure, "some or all of the causes of action . . . may be referred to a master or special referee by order of a circuit court judge or the clerk of court." This case is an action for foreclosure and should thus be referred to the Master in Equity.

HAYNSWORTH SINKLER BOYD, P.A.

By: 

James Y. Becker

Mary M. Caskey

1201 Main Street, Suite 2200

Post Office Drawer 11889 (29211-1889)

Columbia, South Carolina 29201

(803) 779.3080

Attorneys for Plaintiff

October 10, 2013

STATE OF SOUTH CAROLINA

COUNTY OF LEXINGTON

FILED

IN THE COURT OF COMMON PLEAS
11TH JUDICIAL CIRCUIT

2014 APR 16

CASE NO.: 2013-CP-32-01709

The Bank of New York Mellon, f/k/a
The Bank of New York as successor-in-
Interest to JPMorgan Chase Bank, N.A.
As successor-in-interest by merger to
Bank One, N.A. as Trustee for Structured
Asset Mortgage Investments Inc.,
Mortgage Pass-Through Certificates,
Series 2002-AR4,

Plaintiff,

Vs.

Cathy G. Lanier; Branch Banking and
Trust Company; Regions Bank,

Defendant.

MOTION FOR LEAVE
TO FILE FIRST AMENDED ANSWER

ORIGINAL

DEMAND FOR JURY TRIAL

INTRODUCTION

Pursuant to Federal Rules of Civil Procedure ("FRCP") 13(f) and 15(a), Defendant Cathy G. Lanier respectfully requests leave to file a First Amended Answer ("Amended Answer") to the Plaintiff's Complaint. The proposed Amended Answer is attached immediately following this document. All Exhibits referenced are contained in the Exhibits Package labeled "April 16, 2014 Exhibits" and are shared with other filed Motions and Responses as illustrated in each, filed on this same date. The Amended Answer contains several affirmative defenses and counterclaims not specifically set forth in the original Answer, as well as some other minor revisions.

Leave to grant Defendant's motion for leave to amend is within the discretion of this Court; and the Court should grant the motion because: (1) a court should freely grant leave to amend in order to permit parties to have their claims determined on their merits in a single action; (2) new

information has recently been identified and Defendant should be permitted to amend her answer to assert meritorious defenses and counterclaims not known to Defendant at the time of her original Answer; (3) Plaintiffs will not be unfairly prejudiced by the amendment of the Answer, since relatively little discovery has been done in the case and there is as yet no trial date; (4) Defendant's failure to file the proposed counterclaims in the original Answer was caused by Defendant's failure to recognize the Plaintiff in any creditor/debtor relationship with Defendant or with the subject property named in Plaintiff's Complaint; (5) the proposed amendments contain meritorious defenses and counterclaims; and (6) Defendants have neither previously amended their Answer, nor sought leave to do so.

STATEMENT OF FACTS

Plaintiffs filed a Complaint and Lis Pendens against Defendant Cathy G. Lanier on May 17, 2013. Defendant Cathy G. Lanier filed her Answer on June 20, 2013 prior to knowing identity or any known relationship between she and Plaintiff. Upon further due diligence on the part of Defendant, she filed a Motion to Dismiss, having gained information indicating that Plaintiff had no standing to bring a case against Defendant, and that, in all likelihood, Plaintiff or its counsel had participated in the filing of false documents into the public records. On July 11, 2013, Plaintiff filed a Motion to Substitute Counsel and subsequently a reply to Defendants Answer and Counterclaim on July 23, 2013. Plaintiff's Order for Substitution of Counsel was granted on July 31, 2013, and Defendant filed an Objection to Plaintiff's Reply to Answer and Counterclaim and Motion to Dismiss on August 22, 2013.

On October 10, 2013, Plaintiff filed a Motion to Strike and Motion for Order of Reference to remove Defendant's counterclaims in her Answer, and to refer the case to the Master in Equity. On October 29, 2013, Defendant filed an Objection to Plaintiff's Motion to Strike and Motion for Order of Reference. On October 31, 2013, Plaintiff filed a Memorandum in Opposition to Defendant's

Motion to Dismiss. A Motions Hearing was set for November 20, 2013, which was later continued to December 11, 2013 due to a conflict in Defendant's schedule.

After the hearing, in which Defendant's time to present her case was limited severely, Judge Russo indicated he would grant Plaintiff's motion and deny Defendant's motion. Plaintiff sent a proposed order complying with the judge's directive, and Defendant filed an Objection to Proposed order and Amended Answer to Complaint/Demand for Jury Trial on January 6, 2014. This filing was not docketed, and apparently never passed to Judge Russo for his consideration, and Plaintiff's Order was granted on January 17, 2014. Defendant was unaware the order had been granted until much later, as Defendant was not served with the final order.

On January 22, 2014, Plaintiff filed a Motion to Strike Defendant's Amended Answer. On February 7, 2014, a Notice of Motions Hearing was served, scheduling a motions hearing for February 19, 2014. Defendant contacted the Clerk of Court to learn which motions were being heard, as she had not received notice of the final order from Judge Russo, and assumed this was a new hearing with Judge Russo where he would reconsider Defendant's Motions. On or about February 15, 2014, Defendant received a letter where Plaintiff was pointing out to the Clerk of Court that this matter had been referred to the Master in Equity. That confused Defendant, as there was an open Motion to Strike the Referral Order that had been filed by her, but had not yet been dealt with. She contacted Judge Spence's office to try to sort out the confusion.

On February 18, Defendant filed preliminary responses to Plaintiff's Requests to Admit and Interrogatories, as well as a partial response to Requests for Production along with a Motion for Time Expansion to respond. Discussions regarding the skipped over motion of Defendant resulted in the Motions hearing scheduled for February 19, 2014 to be continued to March 19, 2014. However, in light of attempting to have information of material importance to present, Defendant requested a continuance to give her time to get the results of an investigational audit of the loan

documents she was having conducted, prior to the hearing. Judge Spence called a telephonic status conference that was held on March 17, 2014, where the Time Expansion requested by Defendant was granted, Plaintiff agreed to produce discovery by April 16, 2014, and Judge Spence indicated he would entertain a formal Motion to Amend Answer. This document is the Motion for Leave to File Defendants First Amended Answer based on new information gained since the original answer was given.

DEFENDANT'S REVIEW OF CASE

When Defendant received the initial Complaint from Plaintiff, there were no recognizable to Defendant parties listed. Defendant assumed this filing was in error and sought to learn the identity of the parties by whom she was being sued. Upon information and belief, Defendant now believes the current Plaintiff has committed fraud upon the court by claiming to be a party in interest at the time of filing, when they were, in fact, not. During the course of Defendant attempting to learn whether the party suing her had a right to do so, she requested certain documents of Plaintiff, and in return, received information from various entities, but nothing from Plaintiff Bank of New York Mellon. In fact, the majority of the responses appeared to come from JPMorgan Chase, not a named Plaintiff in this matter. One item in particular received from JPMorgan Chase was of particular note to Defendant, and Exhibit O represents a sampling of some of the documents received and Defendant has highlighted some of the issues with them. As illustrated in this Exhibit, there are at least three (3) different loan numbers referenced, and drastic incongruity between the various parties referenced. The originating lender's own Servicing Disclosure Statement outlines specific "Transfer Practices and Requirements," none of which have been adhered to in this matter.

Additional information received from JPMorgan Chase is included in Exhibit P that includes a single page example of Defendant's online banking statements showing monthly payments made to an "EMC Corporation" on behalf of this loan, but those payments being posted inaccurately, and

it appears being applied to charges that are not a part of this loan or Defendant's relationship with her property. Loan level detail (Exhibit E) discovered recently even disputes the balance claimed to be owed by Plaintiff, and cannot possibly be construed to be the auditable and responsible accounting required to allow an entity to enforce a foreclosure on Defendant's property.

Having now had the opportunity to have two (2) independent investigators research the genealogy of the subject loan (see Exhibits A, B, C, D, E and F), Defendant has come to the conclusion that there is absolutely no relationship between this loan and Bank of New York Mellon, the named Plaintiff, or any of the other f/k/a or related Plaintiffs named in the case caption.

The evidence found by Defendant now shows that Plaintiff has attempted to accept an assignment of the alleged loan, after the closing of the trust that was set up in 2002 to hold it. This is in violation of numerous federal property laws, and violates many SEC laws as well. The closing date of the referenced trust was October 31, 2002, and any attempt to alter the contents of a trust after that date is nothing more than securities fraud. Therefore, Plaintiff is guilty of filing false documents with the Lexington County Registrar of Deeds on March 29, 2011, April 1, 2013 and May 1, 2013, representing at least 3 counts of felony.

Therefore, this Plaintiff had no standing to bring this case at all, and this Court may be in violation of its own jurisdictional constraints. In *re Federal Home Loan Mortgage Corporation v. Schwartzwald, et al*, 2012-OHIO-5017, the Ohio Supreme Court reversed the decision of the Court of Appeals. The Court held the standing issue was a jurisdictional one. Because the mortgage had not been properly assigned at the time the foreclosure complaint was filed, the Plaintiff did not have standing to file the complaint. Standing is necessary before the Court has jurisdiction to hear the case. Since it is a jurisdictional requirement, standing as of the date the foreclosure complaint was filed is the determining factor. The later assignments, even if before judgment was entered, does not cure the defect. Standing has to exist at the time the case is filed, and if it does not exist, the

jurisdiction of the common pleas court is not invoked. A court without jurisdiction cannot enter any judgment (except one dismissing the case for lack of jurisdiction), in *re Patton v. Diemer*, 35 Ohio St. 3d 68 (1988). Clear evidence exists where the Plaintiff in this case attempted to transfer an assignment into the trust AFTER THE DATE THE TRUST HAD CLOSED. These trusts are governed by federal statute and the laws of the Securities & Exchange Commission. They are set up based on a finite, well-defined package of intangible payment obligations. Once a trust is closed, the contents of that trust cannot be altered without filing with the SEC and making changes to which all investors and parties affected by the trust are noticed. To attempt to change the contents and makeup of the trust is a violation of SEC laws, yet that is clearly what the Plaintiff and its predecessors claim they have done. The earliest assignment (which was not directly from the loan originator as required by law, but by MERS) recorded at Lexington County occurred on March 29, 2012, some 9 years and 5 months AFTER the trust was closed. Subsequent transfers occurred on April 1, 2013, 10 years and 6 months AFTER the trust was closed, and May 15, 2013, 10 years and 7.5 months AFTER the trust was closed. Just because a document is filed into the County records, does not make it legal or valid, and these assignments, far after the date past the last assignment could have been transferred, are null and void, and serve only to emphasize the lengths to which this Plaintiff will go to perpetrate and protect the fraud it has committed. Since this one act represents a federal crime, this court does not possess the jurisdiction to rule on this matter at all.

Further, Plaintiff challenges Defendant's right to a trial by a jury of her peers. As stated in Defendant's Amended Answer, there are clearly at law issues raised that fall outside a strictly equitable court, and for which a jury trial is warranted and demanded. The Seventh Amendment to the Constitution of the United States preserves the right of a trial by jury and Defendant has properly demanded such. Many states are now considering the constitutionality of jury trial waivers, as they are forced upon consumers pre-litigation. As such, they are unenforceable. They

are certainly unenforceable when the entire contract is invalid, or when there are other causes at law to be considered other than the equitable concerns of a foreclosure. In this case, it appears that Plaintiff has no standing, and would commit further fraud in an attempt to prove standing where none exists. This moves the case out of the equitable court, and into a law court where a jury trial is guaranteed and preserved for the Defendant.

Banks in the US have a history of attempting to deny jury trials to its Defendants by attempting to pull all facets of its cases into equitable actions, even when they clearly cite legal causes of action and a legal remedy (monetary damages). Even when granted this denial, they have lost in the US Court of Appeals. As an example, in re *Lucas v. U.S. Bank, N.A.*, No. 28S01-1102-CV-78, N.E.2d, US Bank attempted to deny Lucas their right to trial by jury. Citing in re *Songer v. Civitas Bank*, 771 N.E.2d 61, 63, the Court of Appeals concluded that the essential features of the present case were not equitable. *Lucas*, 932 N.E.2d at 245. The court interpreted *Songer* to require courts to engage in a case-by-case analysis of the various claims and not to use bright-line rules based on specific causes of action. *Id.* at 244. The Court of Appeals first noted that “the vast weight of authority holds that foreclosure actions are essentially equitable.” *Id.* (citing *Songer*, 771 N.E.2d at 69). The court then acknowledged that the Lucases’ first affirmative defense—that U.S. Bank failed to produce the original promissory note and properly executed assignments to prove its security interests—was “so intertwined with a foreclosure action” that it was also a matter of equity. *Id.*

But the Court of Appeals reached a different conclusion on the remaining defenses, counterclaims, and third-party claims. It noted that those claims were grounded in federal and state statutory law and state common law and were all legal causes of action, and that the majority of the relief requested was money damages, a legal remedy. *Id.* The Court of Appeals added that the nature of these claims is different from U.S. Bank’s foreclosure action because the claims are based,

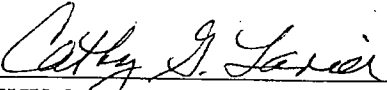
in part, on consumer protection statutes designed to provide meaningful disclosure of information and to protect borrowers from abusive, unfair debt collection practices. *Id.* at 244–45. The court noted that the purposes behind the consumer protection statutes were — “not only to make the consumer whole, but also to deter practices and behavior that negatively impact society.” *Id.* at 245. The Court of Appeals accordingly reversed the order of the trial court with instructions to grant the Lucases’ motion for a jury trial on the legal claims. *Id.*

In her Amended Answer, Defendant has clearly stated claims that are legal in nature, and for which money damages are warranted and demanded. Therefore, Plaintiff’s request that Defendant be denied a jury trial must be denied if this case moves forward, considering the problems with standing and lack of proven damages the Plaintiff must overcome.

WHEREFORE, Defendant prays upon the court to allow her to amend her original Answer and to reconsider the jurisdictional restraints placed upon it by Plaintiff’s lack of standing, and asks that the Court consider Defendant’s Amended Answer and the legal defenses cited to grant Defendant a jury trial on the facts of this case should it proceed with the jurisdictional problems that seem apparent.

DATED this 16th day of April, 2014.

Respectfully submitted,


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Lexington, SC
April 16, 2014

STATE OF SOUTH CAROLINA

COUNTY OF LEXINGTON

FILED IN THE COURT OF COMMON PLEAS
11TH JUDICIAL CIRCUIT

CASE NO.: 2013-CP-32-01709

The Bank of New York Mellon, f/k/a
The Bank of New York as successor-in-
Interest to JPMorgan Chase Bank, N.A.
As successor-in-interest by merger to
Bank One, N.A. as Trustee for Structured
Asset Mortgage Investments Inc.,
Mortgage Pass-Through Certificates,
Series 2002-AR4,

Plaintiff,

Vs.

Cathy G. Lanier; Branch Banking and
Trust Company; Regions Bank,

Defendant.

DEFENDANT'S FIRST AMENDED
ANSWER / AFFIRMATIVE
DEFENSES/ COUNTERCLAIMS

ORIGINAL

AMENDED ANSWER TO COMPLAINT

When Defendant, Cathy G. Lanier (hereafter "Defendant"), filed her initial Verified Answers and Affirmative Defenses to the Complaint by Plaintiff, she had not determined who the Plaintiff was, as she had no prior knowledge of them or any information indicating that there was any debtor/creditor relationship between Defendant and Plaintiff. Since that time, Defendant has learned of the alleged relationship to the loan originator of the Plaintiff, and has had the opportunity to research the claims and violations of Plaintiff further, and provides this amended Answer, Affirmative Defenses and Counterclaims, based on new information gained just recently. Exhibits referenced in this document are included in the Exhibits Package for all Defendant's filings of this same date:

ANSWERS

1. This is an action for the foreclosure of a mortgage upon certain real estate in Lexington County, South Carolina.

RESPONSE: The allegation in Paragraph One (1) of Plaintiff's Complaint is a conclusion of law in which no response is required but if a specific answer is required and after an extensive research and investigation Defendant does not have sufficient knowledge or information, to form a belief as to the truth of the allegation contained in Paragraph One (1) of the Plaintiff's Complaint; and if an answer is required then Defendant hereby **DENIES** specifically the allegation(s) in Plaintiff's Paragraph One (1) and demands strict proof at the time of trial.

2. Pursuant to S.C. Code Section 33-15-101(b)(8) Plaintiff is a corporation or other legal entity collecting debts and/or enforcing mortgages, security interests or other rights in property securing debts.

RESPONSE: The allegation in Paragraph Two (2) of Plaintiff's Complaint is a conclusion of law in which no response is required but if a specific answer is required and after an extensive research and investigation Defendant does not have sufficient knowledge or information, to form a belief as to the truth of the first allegation contained in Paragraph Two (2) of the Plaintiff's Complaint; and if an answer is required then Defendant hereby **DENIES** specifically the allegation(s) in Plaintiff's Paragraph Two (2) and demands strict proof at the time of trial including and not limited to proving their debt-collection and mortgage enforcement status.

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

RESPONSE: The allegation in Paragraph Three (3) of Plaintiff's Complaint is a conclusion of law in which no response is required but if a specific answer is required and after an extensive research

and investigation Defendant does not have sufficient knowledge or information, to form a belief as to the truth of the first allegation contained in Paragraph Three (3) of the Plaintiff's Complaint; and if an answer is required then Defendant hereby **DENIES** specifically the allegation(s) in Plaintiff's Paragraph Three (3) and demands strict proof at the time of trial including and not limited to proving their legal right to enforce an alleged negotiable instrument secured by alleged mortgage and strict proof that they are the real party in interest as defined by Rule 17(a) of the South Carolina Rules of Civil Procedure. Information recently gained by Defendant indicates that Plaintiff is not the real party in interest, and has performed nothing in the rules of the law or under Regulation Z that would give it the right to enforce any negotiable instrument associated with the subject loan.

4. The Plaintiff's servicing agent for the mortgage loan described in this foreclosure action is participating in the Home Affordable Modification Program ("HMP"), but the subject loan is not eligible for modification because the borrower did not provide all necessary documents after those documents had been requested.

RESPONSE: The allegation in Paragraph Four (4) of Plaintiff's Complaint is a conclusion of law in which no response is required but if a specific answer is required and after an extensive research and investigation Defendant does not have sufficient knowledge or information, to form a belief as to the truth of the first allegation contained in Paragraph Four (4) of the Plaintiff's Complaint; and if an answer is required then Defendant hereby **DENIES** specifically the allegation(s) in Plaintiff's Paragraph Four (4) and demands strict proof at the time of trial. Defendant further states for the record that there has been no request to provide documents of any kind from Plaintiff, and Defendant was unfamiliar with even the name "The New York Bank of Mellon" prior to receiving this complaint. Plaintiff has not complied with the HMP program requirements of law in SC, as it has not proved it has the authority to modify the subject loan, nor has it engaged in negotiations with Defendant to explore such.

5. Some lien on or interest in the real estate, the subject of this action, may be claimed by the Defendant(s) herein.

RESPONSE: The allegation in Paragraph Five (5) of Plaintiff's Complaint is a conclusion of law in which no response is required but if a specific answer is required and after an extensive research and investigation Defendant does not have sufficient knowledge or information, to form a belief as to the truth of the allegation contained in Paragraph Five (5) of the Plaintiff's Complaint; and if an answer is required then Defendant hereby **DENIES** specifically the allegation(s) in Plaintiff's Paragraph Five (5) and demands strict proof at the time of trial including and not limited to proving the existence of a legal and valid lien or interest in real estate which may be claimed by Plaintiff or anyone. Defendant Cathy G. Lanier is the sole party on a deed to the property in question. No others hold valid liens.

6. The Defendant(s) herein described as judgment creditors have by filing said judgments designated their attorney entering the judgment as their agent for service of process under the provisions of South Carolina Code Section 15-35-840.

RESPONSE: The allegation in Paragraph Six (6) of Plaintiff's Complaint is a conclusion of law in which no response is required but if a specific answer is required and after an extensive research and investigation Defendant does not have sufficient knowledge or information, to form a belief as to the truth of the first allegation contained in Paragraph Six (6) of the Plaintiff's Complaint; and if an answer is required then Defendant hereby **DENIES** specifically the allegation(s) in Plaintiff's Paragraph Six (6) and demands strict proof at the time of trial.

7. Heretofore, on or about August 2, 2002, Cathy G. Lanier made, executed and delivered a certain Adjustable Rate Note ("Note") in the principal sum of \$582,250.00, payable in monthly installments.

RESPONSE: The allegations contained in Paragraph Seven (7) of Plaintiff's Complaint are

conclusions of law and no response is required and if a response is required then Defendant herein categorically **DENIES** all the allegations in Paragraph Seven (7) including and not limited to the allegation that Defendant ever received any value and/or ever executed and delivered any legal note on/or about August 2, 2002 becoming legally indebted to Plaintiff for the sum of \$582,250.00 indebted and hereby demands strict proof at time of trial including and not limited to the genuine executed promissory note, accounting ledgers showing all payments (debits and credits) and all set offs according to GAAP and FAS 140.

8. In order to secure the payment of the Note according to the terms and conditions thereof, Cathy G. Lanier made, executed and delivered unto Mortgage Electronic Registration Systems, Inc., as nominee for Southstar Funding, LLC d/b/a Capital Home Mortgage, its successors and assigns (MIN 100190836100160022) a certain real estate mortgage ("Mortgage") covering the following described property and any and all improvements to the property, including but not limited to a mobile/manufactured home:

All that certain piece, parcel or lot of land, together with improvements thereon, if any situate, lying and being in the County of Lexington, State of South Carolina, the same being shown and designated as Lot 19 containing 1.01 acre in Belle Chase Subdivision, on a plat prepared for Donald P. Jacobsen and Linda T. Jacobsen by Arthur J. Weed, RLS, dated September 2, 1999 and recorded in the Lexington County ROD Office in Book 0288 at Page 0342. Reference to said plat being made for a more complete and accurate description. This being the same property conveyed to Cathy G. Lanier by deed of Donald P. Jacobsen and Linda Jacobsen, dated August 2, 2002 and recorded August 12, 2012 in Book R7406 at Page 94.

Property Address: 172 Belle Chase Drive
Lexington, SC 29072

TMS# 003428-01-019

RESPONSE: The allegations contained in Paragraph Eight (8) of Plaintiff's Complaint are conclusions of law and no response is required and if a response is required then Defendant herein categorically **DENIES** all the allegations in Paragraph Eight (8) including and not limited to the allegation that Defendant ever received any value and/or ever executed and delivered any legal

mortgage to parties named in Paragraph Eight (8). Defendant recognizes only one named party from this paragraph, and received no notices of assignments or transfers of a purported mortgage and hereby demands strict proof at time of trial including and not limited to the genuine executed signature of the Defendant and documented proof of involvement of any of the named parties in Paragraph Eight (8). The Deed referenced above was recorded August 12, 2002, showing errors in Plaintiff's information. Further Defendant requires proof of an executed mortgage, accounting ledgers showing all payments (debits and credits) and all set offs according to GAAP and FAS 140.

9. The Mortgage was signed, witnessed and probated August 2, 2002; thereafter the Mortgage was recorded in the Office of the RMC/ROD for Lexington County on August 12, 2002, in Mortgage Book R7406 at Page 97. This Mortgage was assigned to JPMorgan Chase Bank, National Association by assignment dated March 4, 2012 and recorded March 29, 2012 in Book R15422 at Page 73.

RESPONSE: The allegations contained in Paragraph Nine (9) of Plaintiff's Complaint are conclusions of law and no response is required and if a response is required then Defendant herein categorically **DENIES** all the allegations in Paragraph Nine (9) including and not limited to the allegation that Defendant ever received any value and/or ever executed and delivered any legal mortgage on/or about August 2, 2002 becoming legally indebted to Plaintiff. Defendant further denies that a legal Mortgage was ever recorded pursuant to the UCC §9203 in the Register of Deeds Office of Lexington County Defendant and recognizes none of the named parties from this paragraph, and received no notices of assignments or transfers of a purported mortgage and hereby demands strict proof at time of trial including and not limited to the genuine executed signature of the Defendant and documented proof of involvement of any of the named parties in Paragraph Nine (9). Nothing presented by Plaintiff proves that the alleged note and/or mortgage were ever in possession of any bank named in the Complaint or were indeed accepted or transferred in any

means (such as by a merger or acquisition). That is only hear-say evidence and not admissible in court as evidence or to prove standing and/or holder in due course status. There have been no legal assignments of a mortgage in this case, but there have been fraudulently filed documents by Plaintiff.

10. The Mortgage evidences and secures the repayment of money advanced by Plaintiff or its predecessor in interest to, or on behalf of, the mortgagor(s) and constitutes a purchase money first lien on the mortgaged premises.

RESPONSE: The allegations contained in Paragraph Ten (10) are nothing but conclusions of law in which no answer is required and if an answer is required then the Defendant, hereby denies that a legal Mortgage even does exist so therefore strict proof is hereby demanded at time of trial including and not limited to the original genuine executed copy of any legal mortgage from any and all Plaintiffs securing such lien on the alleged subject property.

11. After all payments received by the Plaintiff have been credited to the subject loan, the loan is in default and due for September 1, 2010, and the conditions of the Note and Mortgage have been broken. Plaintiff elects to and does declare the entire balance of said indebtedness due and payable, and that there is due on the Note and Mortgage as of September 1, 2010, the principal sum of \$537,182.20, with interest from August 1, 2010, advances late charges, and also for the costs and disbursements of this action, including attorney's fees.

RESPONSE: The allegations contained in Paragraph Eleven (11) of Plaintiff's Complaint are conclusions of law and no response is required and if a response is required then Defendant hereby categorically **DENIES** all the allegations in Paragraph Eleven (11) including and not limited to the alleged loan that was allegedly past due for \$537,182/20 as reflected by the records of Plaintiff and at time of trial Plaintiff must prove the payable sum of \$537,182.20 plus interest and all other

additional costs and further Plaintiff must prove all these allegations at time of trial. Information contained in the Loan Level Detail as of March 19, 2014 (Exhibit E) indicates a balance of nearly \$50,000 LESS than the balance claimed here that they state was owed as of September 1, 2010. Their 2010 balance did not include accrued interest, late fees, attorney's fees, or any other charges they claimed would have been assessed by now, yet the current balance is significantly lower than their stated balance before these fees, charges and interest 3.5 years ago. Additionally, Defendant has provided proof (Exhibit K) that her loan payments were current through September 10, 2010, making Plaintiff's entire case fail to meet the qualifications of accuracy and accounting detail required for a foreclosure to be enforced. Defendant was not noticed of any default caused by tax escrow, which appears to be the reason the loan was placed into default in the first place – not for failure to make the regular payments. The foreclosure action must therefore be voided and dismissed with prejudice.

12. Pursuant to South Carolina Code Sections 29-3-650, Plaintiff specifically demands or reserves its right to a personal or deficiency judgment, unless heretofore or hereafter released, against the Notemaker(s) hereby obligated for the above-described debt.

RESPONSE: The allegations contained in Paragraph Twelve (12) are hereby **DENIED** and Defendant further demands strict proof at time of trial that Plaintiff had the right to invoke foreclosure and the right to seek personal judgment against the Defendant and further demands at time of trial proof of any liability under any such debt.

13. Pursuant to the terms of the Mortgage, Plaintiff has employed counsel to prosecute this action and a reasonable value of services of counsel in this action is the sum as the Court may find appropriate.

RESPONSE: The allegations contained in Paragraph Thirteen (13) are hereby **DENIED** and Defendant further demands strict proof at time of trial that Plaintiff had the right to employ counsel

to prosecute this action and demands strict proof at time of trial.

14. Plaintiff may be forced to pay sums for taxes and insurance and costs for securing the property, which sums, according to the terms of the Mortgage, should be added to the amount of the debt.

RESPONSE: The allegations contained in Paragraph Fourteen (14) of Plaintiff's Complaint are conclusions of law and no response is required and if a response is required then Defendant hereby denies all the allegations contained in Paragraph Fourteen (14) and Defendant hereby demands proof that Plaintiff have any legal right to seek sums for taxes and insurance and costs for securing the property or has any rights to seek monetary relief against Defendant and must prove a legal indebtedness. Defendant currently resides at the property in question, and supplies required insurance and maintenance thereby.

15. Pursuant to the terms of the Mortgage and applicable state law, Plaintiff requests the mortgage be foreclosed and that the property be sold at public auction in accordance with law, subject to any liens for taxes, special assessments of record against such property, and existing easements or restrictions of record.

RESPONSE: The allegations contained in Paragraph Fifteen (15) of Plaintiff's Complaint are conclusions of law and no response is required and if a response is required then Defendant hereby denies all the allegations contained in Paragraph Fifteen (15) and Defendant hereby demands proof that Plaintiff has any legal right to seek or enforce a foreclosure action and subsequent public auction sale. Defendant hereby demands strict proof at trial of Defendant's legal indebtedness and Plaintiff's legal right to foreclose on Defendant's property.

16. The hereinafter named Defendant(s) may have some interest in or lien upon the premises covered by the Mortgage set forth above, or some part thereof, but that such interests or liens are junior and subsequent to the lien of Plaintiff's Mortgage or, if specified below,

have been paid in full and either should be satisfied of record of the lien released from the subject real estate. Said liens or interests are of record in the Office of the RMC or Clerk of Court of the aforesaid county and are described as follows:

- A. Branch Banking and Trust Company, by virtue of a mortgage given by Cathy G. Lanier in the amount of \$150,000, dated June 12, 2008, and recorded June 17, 2008 in Book R12973 at Page 336. Also including any other liens they may have.
- B. Regions Bank, by virtue of a mortgage given by Cathy G. Lanier in the amount of \$102,842.30, dated September 25, 2008, and recorded September 30, 2008 in Book R13175 at Page 127. Also including any other liens they may have.
- C. Branch Banking and Trust Company by virtue of any deficiency they may claim by Case 2010-CP-32-03622. Branch Banking and Trust Company is successor in interest to Branch Banking and Trust Company of South Carolina.

RESPONSE: The allegations contained in Paragraph Sixteen (16) of Plaintiff's Complaint are conclusions of law and no response is required and if a response is required then Defendant hereby denies all the allegations contained in Paragraph Sixteen (16) and Defendant hereby demands proof at trial that any named junior or subsequent lien is legal and owing to any of the named additional Defendants.

AFFIRMATIVE DEFENSES / COUNTERCLAIMS

Although Plaintiff has not provided all information requested by Defendant to date, she has retained two (2) forensic and securities auditors to provide information related to the ownership of the subject loan and right to assert claims by the Plaintiff. This information shows that Plaintiff has no claim upon which to bring this case. It is clear from the results of the audit that the Plaintiff named in this case has no standing to bring this case, and manufactured fraudulent assignments for the express purpose of litigation. By so doing, they have violated many state and federal statutes,

and the following outlines the violations that will be proved after the opportunity to receive full discovery from Plaintiffs is granted. Exhibit B is a detailed explanation that may be beneficial in understanding Defendant's Defenses and Counterclaims. The following headings and discussion represents the various Causes of Action brought about by the misrepresentation, fraud and lack of standing of Plaintiff, and Defendant reserves the right to add to these Causes of Action should further research and discovery uncover additional crimes.

A MORTGAGE AS A CONTRACT

In *re Carpenter v. Longan* 16 Wall 271, 83, U.S. 271, 274, 21 L.Ed. 31 (1872), the U.S. Supreme Court stated "The note and mortgage are inseparable; the former as essential, the latter as an incident. An assignment of the note carries the mortgage with it, while assignment of the latter alone is a nullity... The mortgage can have no separate existence. When the note is paid the mortgage expires. It cannot survive for a moment the debt which the note represents. This dependent and incidental relation is the controlling consideration..." Therefore, when the rights to the note and the rights to the mortgage are separated, the mortgage, because it can have not separate existence, cannot survive and becomes a nullity. When ownership or possession of a note does not include the rights to the specific attached intangible obligation, a Mortgage cannot survive a moment as an enforceable contract.

"The mortgage is a contract between the borrower (Payor) and the parties spelled out on the face of the document. A separation between the rights to the note and the rights to the mortgage would be a violation of the terms of that contract. Under long existing contract law, if the terms of a contract are violated, affecting the conditions under which the Payor is obligated, without the properly evidenced consent of the Payor, that contract is void and cannot be returned to without the consent of the Payor. Without this legal concept a contract would be changeable at the will of the Payee, allowing an infinitely expandable obligation on the part of the Payor."

THE CATHY G. LANIER INTANGIBLE OBLIGATION WAS SOLD TO A SECURITY NAMED STRUCTURED ASSET MORTGAGE INVESTMENTS, INC., MORTGAGE PASS-THROUGH CERTIFICATES, SERIES 2002-AR4 PRIOR TO OCTOBER 31, 2002

On or around the same date of the closing of the alleged loan, the rights to the Cathy G. Lanier intangible obligation (hereafter the "intangible obligation") were conveyed as a transferable record to the above-named security. For rights to the intangible obligation not to have been stripped away from the rights to the Cathy G. Lanier note (hereafter "the note") by that conveyance, rights to the note must have also been transferred to this same security

Further, there is no evidence this security possessed in any manner the note before rights to the intangible obligation were stripped away. For the conditions of the mortgage over the intangible obligation not to have been stripped away by that conveyance, rights to the mortgage must have also been acquired by this same security.

The beneficial interest (ownership) of the mortgage has been recorded in the official records of Lexington County Registrar of Deeds as being in the name of Southstar Funding as of the date of the alleged loan. However, it is clear that Southstar Funding as recorded as the original lender, sold all ownership interest to the above-named security shortly after signing. Interest in the intangible obligation is held in the security and the payments under the intangible obligation are disbursed to the investors of the security who hold certificates to the investment classes into which payments under the intangible obligation are scheduled to flow. Therefore the transfer of the beneficial interest in the mortgage by Southstar Funding might be accomplished, but that beneficial interest is no longer attached to the rights to the intangible obligation.

By its actions, the security was exercising rights of ownership over the mortgage loan and the payment stream. By exercising rights of ownership over the mortgage loan, multiple classes of the security made a claim of rights to all three parts of the mortgage loan. To exercise the claim of rights to the intangible obligation, an assignment of the mortgage should have to have been

accomplished. The security is acting as if an assignment of the mortgage has been accomplished. A simple search at the Lexington County Registrars of Deeds will show that there has never been a recorded transfer of rights memorialized in the Lexington County records, and the above-named security does not appear anywhere in the chain of title for this alleged loan.

Under the Consumer Credit Protection Act Title 15 USC Chapter 41 § 1641(g) any transfers of the mortgage loan to a security would be in violation of federal statute, if those transfers had not been recorded in the Lexington County Record within 30 days along with notification of Cathy G. Lanier that the transfers had occurred. As there are no recorded assignments of the mortgage to the security within 30 days of August 2, 2002, either there has been a violation of Federal law or the security who is the owner of the intangible obligation, is not the owner of either the note or the mortgage.

Title 15 USC Chapter 41 § 1641(g)

(g) Notice of new creditor

(1) In general

In addition to other disclosures required by this subchapter, not later than 30 days after the date on which a mortgage loan is sold or otherwise transferred or assigned to a third party, the creditor that is the new owner or assignee of the debt shall notify the borrower in writing of such transfer, including—

(A) the identity, address, telephone number of the new creditor;

(B) the date of transfer;

(C) how to reach an agent or party having authority to act on behalf of the new creditor;

(D) the location of the place where transfer of interest in the debt is recorded; and

(E) any other relevant information regarding the new creditor.

“There have been no assignments of the mortgage to the named security recorded in the Lexington County Records, although South Carolina state law requires assignments memorializing the sale and negotiations of the note.

Any electronic transfers of the mortgage that may have been executed without recording within the Lexington County Records are void under Uniform Electronic Transactions Act (UETA) Title 15 USC Chapter 96 § 1-7003.

Title 15 USC Chapter 96 § 1-7003

(a) Excepted requirements

The provisions of section 7001 of this title shall not apply to a contract or other record to the extent it is governed by —

(3) the Uniform Commercial Code, as in effect in any State, other than sections 1-107 and 1-206 and Articles 2 and 2A.

Assignments of the Mortgage must be accompanied by parallel endorsements of the note for the mortgage loan to remain secured by the property. No evidence is available to evidence negotiations of the note to the named security. This would have required indorsements and proper negotiations of the note from Southstar Funding to the named security, including any intervening claims of ownership. Of course for the mortgage loan to remain a secured loan, there would have been assignments and transfers of the beneficial interest of the mortgage, concurrent to negotiations of the note and those transfers of the mortgage would have to be entered into public record at the Lexington County Records.

Importantly, mere presentment of the note (even if shown to be the original), is not in itself proof of an equitable transfer of the loan along with its security instrument. This demonstration of possession may be sufficient to enforce the note, but carries no indicia of ownership or intent to transfer the mortgage loan.

The concept that a noteholder, even one who is not legitimate, may nevertheless bring an action on the note, is entrenched in commercial law and commonly summarized by the axiom “even a thief may enforce a note.” However, the taking of the property by foreclosure is an equitable remedy, and equity does not allow a “thief” to use a stolen note to foreclose on the mortgage lien.

The claim that “the mortgage follows the note” is incorrect as under South Carolina Law the lien follows the secured party of record. That equitable right must be proven with evidence of a delivery. Intention does not override the requirements of law.

The security who owns the intangible obligation, cannot show that accompanied negotiations of the rights to the note and accompanied transfers of the rights to the mortgage has

occurred. The rights to the intangible obligation have been stripped from the rights to the note and the rights to the mortgage.

This all leads to the conclusions that no one can claim the right to enforce the note, and the terms of the mortgage have been violated, therefore rendering the mortgage unenforceable.

Under SC § 36-7-501, Southstar Funding is the only party that can accomplish a negotiation of the note. Since Southstar Funding was forced to close on or about April 2, 2007, that would be an impossibility. However, if it did still exist, it could not accomplish a negotiation of the note. Under SC § 36-3-203d a negotiation of the note cannot occur until Southstar Funding regains an entire interest in the note. The unenforceable rights to the note remain with Southstar Funding, while the rights to the mortgage have been released. The mortgage is an unenforceable contract, no longer tied to an obligation to enforce its contractual terms over.

Under long existing law, if the terms of a contract are violated, affecting the conditions under which the Payor is obligated, without the properly evidenced consent of the Payor, that contract is void and cannot be returned to without the consent of the Payor. Even if ownership of the note and mortgage could be rejoined, the mortgage, as a now unenforceable contract, no longer being tied to an obligation to enforce its contractual terms over, cannot be returned to being an enforceable contract without Cathy G. Lanier's consent. Defendant does not now and will not provide that consent.

Therefore, with all interest in the intangible obligation stripped away and there being no way to enforce the conditions under the mortgage, the mortgage contract is a nullity.

Beyond these facts, there are very recent cases supporting the fact that this action must be dismissed. The results of the audits prove that Plaintiff had no standing at the time of filing Lis Pendens and Foreclosure documents related to this lawsuit. "Regardless of practice of recent years, the broad language of the mortgage document purported to have been legally issued (which is still

up for debate), cannot overcome the requirement that the foreclosing party be both the holder and assignee of the subject mortgage, and the holder or assignee of the underlying note, at the time the action is commenced.”¹ Although the current Plaintiff has produced what appears to be a manufactured for litigation document inferring their ownership of the note and mortgage, upon information and belief, Defendants aver that the current Plaintiff was never the lawful holder or assignee of the purported note described and identified in this action, therefore even their claims of assignment from MERS are null and they as well as all of the Plaintiffs named in this case were without authority to assign the power to foreclose to the Plaintiff.

Further, in *re Federal Home Loan Mortgage Corporation v. Schwartzwald, et al*, 2012-OHIO-5017, the Ohio Supreme Court reversed the decision of the Court of Appeals. The Court held the standing issue was a jurisdictional one. Because the mortgage had not been properly assigned at the time the foreclosure complaint was filed, the plaintiff did not have standing to file the complaint. Standing is necessary before the Court has jurisdiction to hear the case. Since it is a jurisdictional requirement, standing as of the date the foreclosure complaint was filed is the determining factor. Any later assignments, even if before judgment was entered, does not cure the defect. Standing has to exist at the time the case is filed, and if it does not exist, the jurisdiction of the court is not invoked. A court without jurisdiction cannot enter any judgment (except one dismissing the case for lack of jurisdiction). In *re Patton v. Diemer*, 35 Ohio St. 3d 68 (1988).

As recently as July 31, 2013, a ruling from the Ninth Judicial Circuit Court of Common Pleas of Charleston, SC drives home the fact that the Plaintiff in a case such as this one must have standing to pursue a foreclosure. In *re Deutsche Bank National Trust Company, et al. v. Heinrich*, (2013). As in the Charleston case, Plaintiff in this case has attempted to promote the idea that the mortgage follows the note. However, as shown in precedent from the United States Supreme

¹ In *re Bank of New York v Silverberg*, Appellate Court, Second Judicial Department, Supreme Court of the State of New York

Court's decision in *Carpenter v. Longan*, 83 U.S. 271, 16 Wall. 271, 21 L.Ed. 313 (1872) which the Court found "clearly supports the notion that the Plaintiff must own the note and the mortgage to foreclose on the property." The Court determined that "Plaintiff failed to show that it owned the mortgage at the time the Complaint was filed." The Court stated: "It is clear that to have standing in this foreclosure case, Plaintiff must not only be the holder and owner of the original note, but also the mortgage as well." According to the audit findings, as well as the lack of legal recorded transfers on record, Plaintiff's Complaint in this case fails to meet this criteria. Plaintiff lacks standing to initiate and prosecute the foreclosure, and dismissal pursuant to Rule 17(a) and Rule 12(b)(6) SCRCF is appropriate." This ruling is based on foreclosure law from the United States Supreme Court, which trumps any contrary state law which does not require the foreclosing Plaintiff to own both the note and the mortgage at the time that the foreclosure Complaint is filed. Defendants would assume this Court would stand in agreement with the U.S. Supreme Court in this case.

The bottom line in this case is the Plaintiff has attempted to cure an incurable defect by forging assignments years past their requirements. They cannot right a wrong at this point, and the Plaintiff is not the holder in due course.

**EVIDENCE IS CLEAR THE PLAINTIFFS HAVE NO STANDING AND CANNOT PROVE
THEY ARE THE REAL PARTY IN INTEREST OR THE HOLDER IN DUE COURSE
PLAINTIFF HAS FAILED TO PROVIDE EVIDENCE TO PROVE INJURY
PLAINTIFF HAS VIOLATED FALSE CLAIMS ACT (31 U.S.C. § 3729-3733)
PLAINTIFF HAS FILED FALSE DOCUMENTS INTO THE PUBLIC RECORD (Title 18
U.S.C. Chapter 47 § 1021)
PLAINTIFF HAS BROUGHT AN ACTION WITH UNCLEAN HANDS**

Plaintiffs have failed to prove standing to bring this case, or to prove that they have been injured in any way or that any monies were actually "loaned" to Defendant. Evidence provided by Plaintiff has failed to prove that Plaintiff was the "Real party in interest" in an alleged debt transaction between Plaintiff and Defendant. To date, nothing has been produced to show Plaintiff

has any ownership or security interest in any alleged loan transaction involving Defendant.

“Nothing is owed when the proper chain of title does not exist as determined by the Massachusetts Supreme Court when presented with similar issues.” *US Bank National Association, Trustee v. Antonia Ibanez, and a consolidated case for ABFC 2005-OPTI Trust, ABFC Asset Backed Certificates, Series 2005-OPTI; in re Kang Jin Hwang*, 396 B.R. 757, 768 (Bankr. C.D. Cal 2008).

Additionally, Plaintiff has failed to provide evidence of any actual or threatened injury as a result of Defendant's conduct. A Movant must have both constitutional and prudential standing and be the real party in interest under Fed. R. Civ. P. 17, in order to be entitled to lift-stay relief [citing: *Kowalski v. Tesmer*, 543 U.S. 125, 128-29 (2004) (quoting *Warth v. Seldin*, 422 U.S. 490, 498 (1975))]. Constitutional standing under Article III requires, at a minimum, that a party must have suffered some actual or threatened injury as a result of the defendant's conduct, that the injury be traced to the challenged action, and that it is likely to be redressed by a favorable decision. *Valley Forge Christian Coll. V. Am. United for Separation of Church and State*, 454 U.S. 464, 472 (1982). Were any documents provided showing accounting practices of Plaintiff, using GAAP, Defendants believe they would show that Plaintiff was not injured in the least, and likely profited several times over the amount brought in this action, by virtue of their fraudulent accounting practices involving securitization of alleged loan documents.

Beyond the Article III requirements of injury in fact, causation, and redress ability, movant must also have prudential standing, which is a judicially-created set of principles that places limits on the class of person who may invoke the courts' powers. See *Warth v. Seldin*, 422 U.S. 490, 499 (1975). As a prudential matter, a plaintiff must assert “his own legal interest as the real party in interest,” *Dunmore v. United States*, 358 F.3rd 1107, 1112 (9th Cir. 2004), as found in Fed. R. Civ. P. 17, which provides “an action must be prosecuted in the name of the real party in interest.” Plaintiffs have failed to prove they are the real party in interest or have suffered any injury.

Further, an investigation of county records shows no property transfer or assignment documents from the original alleged mortgage holder, Southstar Funding. The sale of a security instrument based on real property must be filed with the County Recorder's Office – it must be a public sale. If someone possesses the note, but there is no recording of them getting it, then they hold it in consequence of an ongoing criminal conspiracy to trade in illegal securities – they automatically come to court with unclean hands and the court has no authority to let them profit from this illegal scheme. Defendants have asked that the Plaintiff provide documents proving the alleged note and/or property was not illegally converted, securitized and transferred/sold into a pool of like assets via a real estate mortgage investment conduit (REMIC). They have failed to provide any proof. However, Defendant's audits prove such actions did, in fact, take place.

County records would have to include any transfers or assignments of real property associated with this case in order for those transfers or assignments to be valid. However, there are no valid transfers related to these properties recorded in the Lexington County records. To be valid, these assignments/transfers would have to comply with SC Code of Laws, Section 30-5-90, which specifies that documents related to the conveyance of property must be recorded within one month after the assignment/transfer occurred. Clearly, unless Plaintiff has violated the terms of the Trust that is the subject of this action (which voids all authority of such Trust), they cannot have complied with SC Laws. The trust closed on October 31, 2002, yet we find fraudulent assignment documents filed into the records of Lexington County as late as 2012 and 2013.

If, however, the Plaintiff purchased a security interest or note (when banks were deregulated and allowed to sell these interests multiple times), Plaintiff would hold no actual title to or interest in the property in question, but would have received consideration for, at a minimum, the value of the alleged debt. Thus, if Plaintiff has any claim at all, it would be to the security interest of an unsecured note – county records prove they never acquired title to the alleged loan or property.

This would also mean that the originator of the alleged loan retained the lien on the property, but since that originator would have received consideration from any of the institutions (such as Plaintiff and the security into which the note was apparently sold) that purchased the security interest (note), the originator has suffered no harm because they have already been paid for the property – probably many times over. This would make any of the liens void.

The claimed assignments of record which purport to assign directly to Bank of New York Mellon as trustee fail to convey the mortgage to the trust which Plaintiff claims (and research bears out) owns the mortgage since the assignors could not go outside the trust documents to convey mortgages directly to the trust nor could the trust go outside of its documents to accept a conveyance that did not comply with the trust agreement's terms.

Also, even though these documents were recorded in 2012 and 2013 and possibly fabricated, they fail to follow the basic steps for conveyance to the trust in that they are endorsed with recourse instead of without recourse and there is no assignment to the depositor "Structured Asset Mortgage Investments, Inc." Further, they have violated Title 18 U.S.C Chapter 47 § 1021 by recording into the public record assignments (conveyance of real property) they knew to be false. Those parties engaging in that action are liable to be fined or imprisoned, or both, as a result.

Plaintiff and its attorney(s) have violated the False Claims act in that they have presented or caused to be presented, a false or fraudulent claim for payment or approval; have knowingly made or used a false record or statement material to a false or fraudulent claim; and have conspired to commit a violation of either of these. In this case, the term "material" means having a natural tendency to influence, or be capable of influencing, the payment or receipt of money or property. Filing a document that has misrepresentation on its face makes the document void.

In this case, Plaintiffs or representatives of Plaintiff, knowingly filed into the Lexington County records documents it knew to be false information, as it attested to assignments in 2012 and

2013 that had to have already taken place prior to the trust's closing date on October 31, 2002, by the rules of the trust's own Prospectus and Pooling and Servicing Agreement. Knowledge of false information is defined as being (1) actual knowledge, (2) deliberate ignorance of the truth or falsity of the information, or (3) reckless disregard of the truth or falsity of the information. Plaintiffs and all representatives engaged in the filing of these false claims, are liable for civil penalties plus 3 times the amount of damages sustained because of the act of the person(s) committing the crime.

PLAINTIFF HAS PROVIDED NO TESTIMONY OR EVIDENCE AND IS ATTEMPTING TO UTILIZE A THIRD-PARTY DEBT COLLECTOR WHO HAS PROVED NO AUTHORIZATION TO ACT ON BEHALF OF PLAINTIFF

According to *Heintz v. Jenkins* (1995) 514 US 291, 299, "A debt collector is moving an action in its own behalf and its own interest and cannot represent a third party. See also, *Wilson v. Draper & PLLC* 443 F.3d 373 (2006). Plaintiff's attorney is also in violation of Title 15 USCA Ch. 41 part V Section 1692i(b). "A debt collector moved an initial communication to collect a debt..." See *Goldman v F Cohen* 445 F3d 152 (2006). The Supreme Court has said in *Sicox v. Lang* (1889) 78 Cal. 118, 122: "The practice of attorneys verifying for their clients should be discouraged, and to that end, the provisions of the Code should receive a strict construction." Therefore, the Attorney Firm must be enjoined from any action in further unlawful acts against Defendants. See *State ex rel. State Bar of Wisconsin v. Bonded Collections, Inc.*, 36 Wis. 2d 643 (1967), *Carroll v. Wolpoff & Abramson* 961 F.2d (1962).

Based on the facts stated within and the blatant misrepresentation by Plaintiff's law firm as to their standing and the standing of their client, Plaintiff has grossly abused the judicial foreclosure laws of this state and is not entitled to any claim.

PLAINTIFF AND THEIR ATTORNEY HAVE COMMITTED FRAUD, PERJURY, MISREPRESENTATION, OR OTHER MISCONDUCT OF AN ADVERSE PARTY

Civil Rule 60 (b) 3 indicates the facts of this case warrant a reversal of any action taken and/or a dismissal of any pending actions based on: (3) fraud, misrepresentation, or other

misconduct of an adverse party. The naming of a party that is not a real party in interest to this lawsuit can be considered nothing less than fraud. Plaintiff(s) have also misrepresented their standing, substantial facts of the case, and have perjured themselves. No representative of the original purported lender still exists to grant Bank of New York Mellon or any other entity, an assignment, therefore the document must be deemed forged and sanctions applied to those involved in this crime.

Plaintiff knowingly, intentionally and fraudulently concealed material information from Defendant which is required by Federal Statutes and Regulations to be disclosed to the Defendant both before and at the closing

Said Plaintiff also materially misrepresented material information to the Defendant with full knowledge by said Plaintiff that their affirmative representations were false, fraudulent and misrepresented the truth at the time said representations were made.

Under the circumstances, the material omissions and material misrepresentations of Plaintiffs were malicious.

As a direct and proximate cause of Plaintiff's material omissions and material misrepresentations, Defendant has suffered damages.

PLAINTIFF HAS COMMITTED FIDUCIARY BREACH, (29 U.S.C. §1109)
PLAINTIFF HAS COMMITTED NEGLIGENT PERFORMANCE OF AN UNDERTAKING

A fiduciary is a legal or ethical relationship of trust between two or more parties. Typically, a fiduciary prudently takes care of money for another person. One party, for example a corporate trust company or the trust department of a bank, acts in a fiduciary capacity to the other one, who for example has entrusted funds to the fiduciary for safekeeping or investment. Likewise, asset managers—including managers of pension plans, endowments and other tax-exempt assets—are considered fiduciaries under applicable statutes and laws. In a fiduciary relationship, one person, in a position of vulnerability, justifiably vests confidence, good faith, reliance, and trust in another

whose aid, advice or protection is sought in some matter. In such a relation, good conscience requires the fiduciary to act at all times for the sole benefit and interest of the one who trusts.

A fiduciary is someone who has undertaken to act for and on behalf of another in a particular matter in circumstances which give rise to a relationship of trust and confidence.

A fiduciary duty is the highest standard of care at either equity or law. A fiduciary is expected to be extremely loyal to the person to whom he owes the duty (the "principal"): such that there must be no conflict of duty between fiduciary and principle, and the fiduciary must not profit from his position as a fiduciary (unless the principal consents).

When a fiduciary duty is imposed, equity requires a different, arguably stricter, standard of behavior than the comparable tortious duty of care at common law. It is said the fiduciary has a duty not to be in a situation where personal interests and fiduciary duty conflict, a duty not to be in a situation where his fiduciary duty conflicts with another fiduciary duty, and a duty not to profit from his fiduciary position without knowledge and consent. A fiduciary ideally would not have a conflict of interest. It has been said that fiduciaries must conduct themselves "at a level higher than that trodden by the crowd" and that "[t]he distinguishing or overriding duty of a fiduciary is the obligation of undivided loyalty."

In this matter, in which there is a purported contractual relationship between Plaintiff and Defendant, Plaintiff has a duty to Defendant to behave in a trustworthy manner, and to act for and on behalf of Defendant, and not to take advantage of, or injure her. Defendant was owed this duty by Plaintiff in that Plaintiff was to act within the bounds of the authority or trust that has been extended by Defendant. Plaintiff also has a duty to disclose all material information that could impact Defendant's position. Plaintiff has breached all fiduciary duties, evidenced by the poor and inaccurate accounting records, its failure to notify Defendant that it no longer was involved with the subject trust, and other infractions, and by so doing, Plaintiff has injured Defendant irreparably.

Plaintiff has violated the tenets of its fiduciary responsibilities to Defendant by failure to manage its accounting, notice and other required duties, and is liable for this breach.

Under the totality of the circumstances, Plaintiff's actions were willful, wanton, intentional and with a callous and reckless disregard for the rights of the Defendant justifying an award of not only actual compensatory but also exemplary punitive damages to serve as a deterrent not only as to future conduct of Plaintiff, but also to other persons or entities with similar inclinations.

PLAINTIFF IS ATTEMPTING TO UNJUSTLY ENRICH ITSELF

Plaintiff had full knowledge, at all times material, that assignments and related documents were fraudulent and would represent their making a claim for compensation by way of taking Defendant's property in an illegal fashion. Plaintiff and their agent and assigns, in good conscience and equity, retain the benefits from their actions.

Plaintiff is attempting to become unjustly enriched at the expense of the Defendant, and allowing the enrichment would be contrary to the rules and principles of equity.

Defendant thus demands restitution from Plaintiff in the form of actual damages, exemplary damages, and any attorney's fees which may be awardable by law.

**PLAINTIFF HAS COMMITTED MULTIPLE VIOLATIONS
OF REGULATION Z (12 CFR Part 226)**

In considering the various violations of lending and property laws uncovered in the mortgage crisis of recent years, the Board of Governors of the Federal Reserve System (The Board) issued a memorandum of Final Action, Official Staff Commentary. In this memorandum, they recounted questions and inquiries of various mortgage lenders and other financial institutions, and their responses as an instructional way of explaining the new regulations to protect consumers. These rules went into effect with mandatory compliance date of January 1, 2011, and financial institutions were given a large "window" (since May 20 of 2009) to comply with any areas of the regulation where they were out of compliance.

The matter of assignments and transfers, related to a merger or otherwise, was an active topic of discussion between financial institutions and The Board: “On May 20, 2009, the Helping Families Save Their Homes Act of 2009 (the “2009 Act”) was signed into law. Public Law No. 111-22, 123 Stat. 1632. Section 404(a) of the 2009 Act amended TILAS to establish a new requirement for notifying consumers of the sale or transfer of their mortgage loans. The purchaser or assignee that acquires the loan must provide the required disclosures no later than 30 days after the date on which it acquired the loan. This provision is contained in TILA Section 131(g). 15 U.S.C. 1641(g), which applies to any consumer credit transaction secured by the principal dwelling of a consumer. Consequently the disclosure requirements in Section 131(g) apply to both closed-end mortgage loans and open-end home equity lines of credit.

In November 2009, the Board issued an interim rule that was effective immediately upon publication, so that parties subject to the rule would have guidance on how to interpret and comply with the statutory requirements. 74 FR 60143, Nov. 20, 2009.

Under the Real Estate Settlement Procedures Act (RESPA), consumers must be notified when the servicer of their mortgage loan has changed.² Although TILA and Regulation Z generally apply only to persons to whom the credit obligation is initially made payable and that regularly engage in extending consumer credit, Section 404(a) and the final rule apply to persons that acquire mortgage loans without regard to whether they also extend consumer credit by originating mortgage loans. A party servicing the mortgage loan is not treated as the owner of the obligation if the obligation was assigned to the servicer solely for the administrative convenience of the servicer in servicing the obligation. Under the final rule, a covered person must mail or deliver the required disclosures on or before the 30th day following the date that the covered person acquired the loan.”

² RESPA is implemented by Regulation X.24 CFR part 3500, which is issued by the Department of Housing and Urban Development (HUD).

The Board also entertained questions and recommendations from financial institutions. Several of these industry commenters stated that the Board should narrow the scope of the rule's coverage and broaden the exceptions. They specifically sought an exemption for transfers that occur as a result of a corporate merger, acquisition, or reorganization. One financial institution commenter requested that The Board exempt transfers that occur in connection with a merger of entities with no accompanying change in the servicing of the mortgage loan. The commenter stated that a merger results in a mortgage loan being combined with the assets of another entity, rather than being sold or transferred. An industry trade group requested that the Board exempt transfers that occur as a result of a merger of entities with no accompanying change in either the name or the contact information for the covered person. The commenter also stated that some corporate reorganizations or asset sales may not allow enough advance planning for the acquiring party to produce and deliver the disclosures required by §226.39 in a timely manner. This commenter suggested that the final rule should contain a general exemption for transfers that occur as a result of a merger, or to provide a longer compliance period for such transfers.

The Board, however did not agree that special consideration should be offered in the case of mergers and acquisitions: "The Board does not believe that an exemption for transfers that occur as a result of a corporate merger, acquisition or reorganization is appropriate when there is a transfer of ownership to a different legal entity. The final rule is consistent with the legislative goal that consumers be notified of transfers that would require them to seek assistance from or assert their rights against a different legal entity, even if the parties are affiliated entities."

"The Board also believes that a longer compliance period for transfers that occur as a result of a merger, acquisition or reorganization would not be appropriate under the statute. Consistent with the statute and the interim rule, the final rule requires the purchaser or assignee that acquires

the loan to provide the disclosures in writing no later than 30 days after the date on which the loan is sold, transferred or assigned.”

Again, financial institutions were given ample notice in 2009 with a mandatory compliance date of January 1, 2011, to bring their assignments into compliance. In the case of Plaintiff and their purported predecessors, nothing they have done can be construed to be in compliance with Regulation Z or RESPA. It appears that the majority of transfers and assignments happened prior to October 31, 2002 – the closing date of the trust that houses the subject loan. Yet, nothing was done to rectify the failure to establish a clear chain of title for this loan until the impending desire to create documents for the purpose of litigating this foreclosure action.

There is nothing in the discovered chain of title that legally moves the loan to JPMorgan Chase, much less to any entity claiming to be a successor in interest to JPMorgan Chase. Exhibit D clearly shows the screen shot from the Bank of New York Mellon system indicating that the last date they reported an involvement with the subject trust was November 26, 2010 (these trusts must be reported monthly in order to comply with SEC regulations). That trust has no balance, and is apparently retired. The only entity that is still reporting an involvement with this loan is Wells Fargo, the Master Servicer, and even it shows a balance far lower than what has been claimed by Bank of New York Mellon. If an entity cannot prove a clear chain of title showing how it acquired a loan, it has no right to enforce a foreclosure, and has clouded the title to the detriment of the deed holder (Defendant) forever and must pay sanctions to overcome that fact.

PLAINTIFF HAS VIOLATED OF TRUTH IN LENDING ACT – 15 U.S.C. §1601 et seq.

The loan transaction at issue is a consumer credit transaction subject to the provisions of TILA. Named Plaintiffs are “creditors” as that term is defined by 15 U.S.C. §1602. The transaction between Plaintiff and Defendant was a consumer loan transaction wherein the Plaintiff allegedly

extended credit to the Defendant and such credit was secured by an interest purportedly held by the Plaintiff in the Property.

As a consumer credit transaction, the Plaintiff was required to provide to Defendant mandatory Truth-in-Lending disclosure statements and notice of the borrower's right to rescind, specifying the date on which the three-day rescission period expires. If the lending institution fails to provide the rescission information, the borrower may rescind the loan within three years after it was consummated. 15 U.S.C. §1635(a) and (f); 12 CFR §226.23(b)(5). If the borrower timely exercises her right to rescind, the security interest giving rise to the right of rescission becomes void. *Ibid.*

In the course of the transaction described herein, Plaintiff violated TILA in numerous ways, including, but not limited to: Failing to provide required disclosures prior to consummation of the transaction; failing to make required disclosures clearly and conspicuously in writing; failing to timely deliver to Defendant certain notices required by statute; placing terms prohibited by statute into the transaction; and failing to disclose all finance charge details and the annual percentage rate based upon properly calculated and disclosed finance charges and amounts financed.

Records from the transaction indicate that Plaintiff extended credit to Defendant without regard to her ability to pay, and even falsified relevant income and asset data to get the loan approved. Defendant is informed and believes and thereon alleges that Plaintiff has a pattern and practice of extending credit to consumers under high rate mortgages without regard to the consumers' repayment ability.

Because of these violations, Defendant has a continuing right to rescind the loan transaction for up to three years after knowledge of these defects. Defendant hereby gives notice of rescission by and through this Answer/Counterclaims.

Because of these violations, Plaintiff is liable to Defendant in the amount of twice the finance charge, actual damages to be established at trial, and costs in accordance with 15 U.S.C. § 1640(a). Defendant is also entitled: Rescission of the loan transaction; an order requiring Plaintiff to take all actions necessary to terminate any security interest in the Property created under the transaction and a declaration by the Court that the security interest is void; expungement of any foreclosure instruments, including but not limited to any Notice of Default, relating to the transaction from any public record; removal of any derogatory information reported to any credit reporting agency or credit reporting bureau relating to the transaction; the return to Defendant of any money given by Defendant to anyone, including Plaintiff, in connection with the loan transaction; statutory damages; costs and reasonable attorney's fees; and such other relief as the Court may deem just and proper.

As a result of Plaintiff's misconduct, Defendant has suffered and continues to suffer damages in an amount to be proven at trial, which they are entitled to recover. Moreover, Plaintiff's misconduct was willful, malicious, and outrageous, and therefore punitive damages are warranted and demanded.

As a result of Plaintiff's misconduct, the loan was void and unenforceable as of its inception, and therefore Defendant is entitled to rescind the loan agreement and promissory note and do hereby demand rescission.

As a result of Plaintiff's misconduct, Defendant is entitled to declaratory and injunctive relief preventing Plaintiff from taking any action to collect on the loan, and/or to foreclose upon the Properties, and/or to transfer the Properties.

PLAINTIFF HAS VIOLATED RESPA – 12 U.S.C. §2601 et seq.

The alleged loan transaction between Plaintiff and Defendants is a mortgage loan covered by RESPA. Defendant believed, relied upon and had reason to rely upon the information that the

owner of the alleged loan was the named Plaintiff at the time of the foreclosure. However, due to the conspiratorial nature of the misdeeds alleged herein, and also due to Plaintiff's general failure to properly advise Defendants as to the roles and identities of the various entities that were purportedly handling their alleged loan at any given time, these allegations are made as to all claimed Plaintiff(s).

Plaintiff(s) violated RESPA at the time of closing on the sale of the properties by failing to correctly and accurately comply with disclosure requirements. Plaintiff(s) violated RESPA, 12 U.S.C. §2605(e)(2) by failing and refusing to provide a written explanation or response to Defendants' requests for verification not later than 60 days after receipt of the request. Defendant is informed and believes, and thereon alleges, that Plaintiff(s) have engaged in a pattern or practice of non-compliance with the requirements of the mortgage servicer provisions of RESPA as set forth in 12 U.S.C. §2605.

As a result of Plaintiff(s)' failure to comply with RESPA, Defendants have suffered and continue to suffer damages and costs of suit. Defendants are entitled to recover statutory damages of \$1,000.00, actual damages in an amount to be determined at trial, and costs and reasonable attorney's fees.

PLAINTIFF HAS VIOLATED FAIR DEBT COLLECTIONS ACT – 15 U.S.C.1692e

In violation of U.S.C. 1692e, 807, Plaintiff engaged in the false representation of

(A) the character, amount, or legal status of any alleged debt; or

(B) any services rendered or compensation which may be lawfully received by any debt collector for the collection of a debt.

Plaintiff also violated section (5) by threatening to take an action that cannot legally be taken. Plaintiff also violated section (14) by failing to divulge the true name of the organization collecting the alleged debt, or the owner of the alleged debt.

Plaintiff also failed to comply with U.S.C. 1692e, 809, by failing to provide verification and validation of the debt they claimed to be owed to them.

PLAINTIFF HAS COMMITTED SLANDER OF TITLE

Plaintiff disparaged Defendants' exclusive valid title in 2013, by and through the preparing, posting, publishing and recording of the documents previously described herein, including, but not limited to, the foreclosure Complaint. Said Plaintiff knew or should have known that such documents were improper in that at the time of the execution and delivery of said documents, Plaintiff had no right, title or interest in the properties. These documents were naturally and commonly to be interpreted as denying, disparaging, and casting doubt upon Defendants' legal title to the properties. By posting, publishing, and recording said documents, Plaintiff's disparagement of Defendants' legal title was made to the world at large. Similarly, the law firm retained by Plaintiff is also culpable, as they are in the business of collection of consumer debts, either on behalf of itself or others, and are therefore under the authority of the Fair Debt Collection Practices Act Titles 15 and 18 U.S.C. which requires them to verify actual ownership and factual, legal debt.

As a direct and proximate result of Plaintiff's conduct in publishing these documents, Defendants' title to the properties has been disparaged and slandered, and there is a cloud on Defendants' title, and Defendants have suffered, and continue to suffer, damages in an amount to be proved. As a further proximate result of Plaintiff's conduct, Defendants have incurred, and will continue to incur, expenses, including reasonable attorney's fees, in order to clear title to the properties. Moreover, these expenses are continuing, and Defendants will incur additional charges for such purpose until the cloud on Defendants' title to the Properties has been removed. The amounts of future expenses and damages are not ascertainable at this time.

As a further direct and proximate result of Plaintiff's egregious conduct, Defendants have suffered loss of business, humiliation, mental anguish, anxiety, depression, and emotional and

physical distress, resulting in the loss of sleep and other injuries to their health and well-being, and continue to suffer such injuries on an ongoing basis. The amount of such damages shall be proven upon request by the court.

At the time that the false and disparaging documents were created and published by the Plaintiff, Plaintiff knew the documents were false and created and published them with the malicious intent to injure Defendants and deprive them of their exclusive right, title, and interest in the properties, and to obtain the properties for their own use by unlawful means. Plaintiff committed perjury before the court by asserting they had ownership based on void and false documents.

The conduct of the Plaintiff in publishing the documents described above was fraudulent, oppressive, and malicious. Therefore, Defendants are entitled to an award of punitive damages in an amount sufficient to punish Plaintiff for their malicious conduct and deter such misconduct in the future.

**PLAINTIFF HAS ATTEMPTED AN INEQUITABLE FORECLOSURE ATTEMPT,
EVIDENCE IS CLEAR THAT PLAINTIFFS HAVE ACTED ON LACK OF GOOD FAITH
AND FAIR DEALING**

Historically, equitable courts developed to provide a forum of justice for litigants when law courts, which contained rigid principles and restrictive technicalities, were deficient. *See Hedges v. Lysek*, 84 So. 2d 28, 31 (Fla. 1955). As such, equity courts were created to do justice between the litigants. *See e.g. Banks v. Shaw*, 144 Fla. 550, 198 So. 341 (1940); *Atlantic Nat. Bank of Jacksonville v. Simpson*, 136 Fla. 809, 188 So. 636 (1938). Therefore, “a court of equity is a court of conscience; it should not be shackled by rigid rules of procedure and thereby preclude justice being administered according to good conscience.” *Demorizi v. Demorizi*, 851 So.2d 243, 246 (Fla. 3d DCA 2003), *appeal dismissed* 851 So. 2d 168 (Fla. 3d DCA 2003) (quoting *Wicker v. Board of Public Instruction of Dade County*, 106 So.2d 550, 558 (Fla.1958)). Finally, with respect to

foreclosures, "the general rule is that...[the] foreclosure must not be unconscionable or inequitable." Pezzimenti v. Cirou, 466 So.2d 274, 276 (Fla. 2d DCA 1985). By the Plaintiff(s)' failure to account for the loss of value of the subject property due to a still declining real estate market, and by overstating the loan balance purportedly owed, Plaintiff has attempted to place the court in a position of awarding an inequitable and unconscionable foreclosure, if, in fact, any debt was ever owed by Defendant to Plaintiff.

Defendant has not waived their appraisal rights, under Section 29-3-680, as any purported waiver would be against public policy pursuant to SCN Mortgage Corp v. White, 312 SC 384, 440 S.E.2d 868 (1994). The Supreme Court of South Carolina held it was against public policy to require a waiver of this right in advance. Therefore, Defendant reserves the right to prove that the attempt to foreclose on the property is inequitable and unlawful.

**PLAINTIFF HAS FAILED TO COMPLY WITH SC SUPREME COURT
ADMINISTRATIVE ORDER 2011-05-02-01 OR
TO OFFER SOLUTIONS UNDER HAMP**

SC Supreme Court Administrative Order 2011-05-02-01 clearly requires that for all mortgage foreclosures filed after May 9, 2011, the Mortgagee's attorney shall serve on the Mortgagor, along with the summons and complaint, a notice of the Mortgagor's right to foreclosure intervention. Mortgagor's attorney has failed to comply with the Administrative Order.

Defendant was never offered any of the options under the HAMP program by the real party in interest.

**PLAINTIFF HAS COMMITTED UNFAIR BUSINESS PRACTICES – SOUTH CAROLINA
UNFAIR TRADE PRACTICES ACT**

Defendant is informed and believes and thereon alleges that Plaintiff committed unlawful, unfair and/or fraudulent business practices, as defined by South Carolina Unfair Trade Practices Act by engaging in the unlawful, unfair, and fraudulent business practices alleged herein.

As a result of Plaintiff's wrongful conduct, Defendants have suffered various damages and injuries.

Defendants seek injunctive relief enjoining Plaintiff from engaging in the unfair business practices described herein.

Defendants further seek restitution, disgorgement of sums wrongfully obtained, costs of suit, reasonable attorney's fees, and such other and further relief as the Court may deem just and proper.

**PLAINTIFF HAS COMMITTED FRAUD AND SWINDLE 19 U.S.C. §1346 ANY
SCHEME OR ARTIFICE TO DEFRAUD; 18 U.S.C. §1001 STATEMENT OR ENTRIES
GENERALLY**

As alleged herein, Plaintiff has made several representations to Defendants with regard to important facts.

These representations made by Plaintiff were false.

Plaintiff knew that these representations were false when made, or these representations were made with reckless disregard for the truth.

Plaintiff intended that Defendants rely on these representations.

Defendants reasonably relied on said representations.

As a result of Defendants' reliance, they were harmed and suffered damages. Defendants' reliance on Plaintiff's false representations was a substantial factor in causing Defendants harm.

Plaintiff is guilty of malice, fraud or oppression, and Plaintiff's actions were malicious and done willfully, in conscious disregard of the rights and safety of Defendants, in that the actions were calculated to injure Defendants.³ As such, Defendants are entitled to recover, in addition to actual damages, punitive damages to punish Plaintiff and to deter future misconduct. Defendants will present their damages for determination at a hearing for that purpose.

³ South Carolina allows punitive damages, except in actions against the state or other governmental entity and in product liability actions based on strict liability. Punitive damages are allowed upon a showing by clear and convincing evidence of malice, ill will, a conscious indifference to the rights of others, or a reckless disregard thereof. *King v. Allstate Ins. Co.*, 251 S.E. 2d 762 (S.C. 1979). S.C. Code § 15-33-135.

PLAINTIFF HAS COMMITTED CIVIL CONSPIRACY

Defendant is informed and believes, and thereon alleges, that Plaintiff conspired and agreed to implement a scheme to defraud and victimize Defendant through the predatory lending practices and other unlawful acts alleged herein. Included in these unlawful acts is the manufactured default perpetrated upon Defendant.

Defendant is informed and believes and thereon alleges that Plaintiff did the acts and things alleged herein pursuant to and in furtherance of their conspiracy to defraud and victimize Defendant, and use tainted court processes to steal Defendant's properties.

Defendant is informed and believes that Plaintiff committed acts in furtherance of the conspiracy, and/or lent aid and encouragement to their co-conspirators and/or ratified and adopted the acts of their co-conspirators, and are thus jointly and severally liable for all harm to Defendant resulting from the conspiracy, see *Salinas v. United States*, 118 S. Ct. 469 (1997) at pg. 470:

"...conspiracy is distinct evil, dangerous to the public, and so punishable in itself."

As the direct and proximate result of Plaintiff's conspiracy to defraud and victimize Defendant, Defendant has suffered damages, including, but not limited to, direct monetary loss, consequential damages, and emotional distress.

In conspiring to defraud and victimize Defendant, and in committing the wrongful acts alleged herein, Plaintiff acted with malice, oppression, and fraud including perjury by written and verbal testimony in a court of law, thus justifying an award of actual, compensatory, punitive and exemplary damages in an amount sufficient to punish their wrongful conduct and deter such misconduct in the future.

PLAINTIFF HAS VIOLATED RICO – 18 U.S.C. §§1961 et seq.

Named Plaintiff is an enterprise engaged in and the activities of which affect interstate commerce. Haynsworth Sinkler Boyd law firm are persons within the meaning of 18 U.S.C. §

1961(3), and as persons associated with Plaintiff, conducted and participated, directly and indirectly, in the conduct of the affairs of said enterprise through a pattern of racketeering activity in violation of 18 U.S.C.A. § 1962(c).

The predicate acts which constitute this pattern of racketeering activity were part of a scheme to wrongfully foreclose upon the Properties without legal right, and therefore acquire title to the Properties through deception and fraud, for the profit of the enterprise, as described herein. For the purpose of executing this scheme, the Plaintiff placed in post offices and/or in authorized repositories matter and things to be sent or delivered by the Postal Service, caused matter and things from the Postal service or commercial interstate carriers, including, but not limited to, default and foreclosure related notices. These notices were false, misleading, and contrary to law, as described herein; and were deliberately designed to compel Defendant either to part with large sums of money or to abandon the Property, for the profit of the enterprise.

For the purpose of executing this scheme to defraud Defendant and obtain money by means of false pretenses, Plaintiff also transmitted and received messages by wire, including, but not limited to telephone and internet communications. In such communications, Plaintiff sought to convince Defendant either to part with large sums of money or to abandon the Property, for the profit of the enterprise, asserting the falsehood that Plaintiff had the right to foreclose upon the security interest in the Properties.

These acts of racketeering, occurring within ten years of one another, constitute a pattern of racketeering activity within the meaning of 18 U.S.C.A. § 1962, in that, as a direct and proximate result of Plaintiff's complained of acts, Defendant has suffered and continues to suffer damages, including but not limited to, monetary damages and emotional distress, in an amount to be proven at trial.

By reason of the Plaintiff's violation of 18 U.S.C.A. § 1962, Defendant is entitled, pursuant to 18 U.S.C.A. § 1964(c), to threefold the damages sustained, costs of suit, and reasonable attorney's fees.

QUIET TITLE

Defendant claims an interest adverse to Plaintiff's interest in the Properties, in the form of the Deed of Trust recorded pursuant to the alleged loan transaction and Defendant is seeking to quiet title against the claims of Plaintiff under such Deed.

Defendant desires and is entitled to a judicial declaration quieting title in Defendant's name as of the date on which the alleged loan transaction was consummated.

IMPOSITION OF CONSTRUCTIVE TRUST

Since August of 2002, Defendant has been the rightful owner of legal title to the Property.

In contravention of Defendant's ownership rights and interests in the Property, Plaintiff purported to obtain legal title to the Property by means of an unjustified and fraudulent foreclosure action. Plaintiff refuses to acknowledge Defendant's status as the rightful owner of the Property.

Plaintiff holds whatever interest it claims in the Property in trust for Defendant.

JURY TRIAL / REVERSAL OF REFERRAL ORDER TO MASTER IN EQUITY

See According to Reporter's Note appended to the 2002 Amendment to Rule 53, SCRCP. "If there are counterclaims requiring a jury trial, any party may file a demand for a jury under Rule 38 and the case will be returned to the circuit court." See *WELLS FARGO BANK NA v. SMITH*, No. 4988., June 13, 2012 - SC Court of Appeals. For Defendant's counterclaims to be entitled to a jury trial, each counterclaim must be both legal and compulsory. The test for determining if a counterclaim is compulsory is whether there is a "logical relationship" between the claim and the counterclaim. *Mullinax v. Bates*, 317 S.C. 394, 396, 453 S.E.2d 894, 895 (1995). Further, our supreme court adopted the "logical relationship" test. "there [was] a logical

relationship between the enforceability of the note which [was] the subject of the foreclosure action and the validity of the purported oral agreement which, if performed, would have avoided default on the note by the joint venture.”

In essence, the “logical relationship” determination is made by asking whether the counterclaim would affect the lender's right to enforce the note and foreclose the mortgage. *Advance Intern., Inc. v. N.C. Nat'l Bank of S.C.*, 316 S.C. 266, 269–70, 449 S.E.2d 580, 582 (Ct.App.1994), affirmed in part, vacated in part, 320 S.C. 532, 466 S.E.2d 367 (1996).

Here, there is a “logical relationship” between the enforceability of the Note, which is the subject of the foreclosure action, and the allegation that the Mortgage between Plaintiff (who are forging imposters) and Defendant is legal/counterclaim. If Defendant prevails on her claim, it will affect Plaintiff's right to enforce the Note and foreclose the Mortgage. Defendant hereby gives notice that she has never waived her right to a jury trial in this matter, and does not intend to. Further, issues raised here fall outside the court of equity, and into the court of law related to contracts and for which there is specific application of awards of damages. In the event this Court proceeds with this case given the clear jurisdictional problems, Defendant requests the ability to state the facts of this outrageous case in front of a jury of their peers.

Therefore, Defendant's legal/counterclaim(s) is/are compulsory under the “logical relationship” test and case should return to circuit court in order for the merits of her case to be heard, unless the current Master In Equity can try this case under the same circumstances as a circuit court judge.

CONCLUSION

Upon information and belief, Plaintiff and others of its ilk have been proven multiple times to be an insidious participant in mortgage fraud schemes, even going so far as to make loans they know cannot be repaid so they can claim the losses and insurance payouts they get when a property

goes into foreclosure. (Research shows that insurance pays 80% of principal to the lender, and on derivatives such as these, they'll get 8-10 separate settlements.) Similar "whistleblower" cases have proven that institutions such as Plaintiff, by utilizing robo signing, doctoring of documents, illegal fee structures and the like, planned an intricate security sell-off scheme likely for the purpose of defrauding the IRS and Federal Government. "According to attorneys for the mortgage fraud whistleblowers, Wells Fargo and MIC (Mortgage Investors Corporation) account for about 70 percent of the damages exposure of the eight defendants. So, while the \$160 million-plus settlement may seem like a large amount now, it may pale in comparison to the eventual liability of both Wells Fargo and MIC if they are found guilty at trial." (Source: Atlanta Journal-Constitution, November 19, 2012) This is of particular interest in this case, since the only entity now shown to be filing the required monthly reports to the SEC regarding the trust that houses the subject loan, is Wells Fargo, NA. Defendants now believe that Plaintiff falls into this category, and hopes that this case can help to bring to light their wrongdoing so they may be prosecuted as were the banks illustrated in the above citation.

Defendants also believe that there were never monies advanced by Plaintiff or any predecessor, and that the purported "loan" was simply financial "slight of hand" arranged by booking practices that treat promissory notes as assets used by banks such as Plaintiff to "create money." Plaintiff has failed to provide any evidence to the contrary.

Plaintiff should be punished for participating in such a scheme to steal properties, and arrests should be made of their C-Level officers.

WHEREFORE, Defendants respectfully request that this court provide the following remedies to Defendants:

1. Immediately dismiss this case with prejudice in that Plaintiff lacks standing to initiate and prosecute the foreclosure, and dismissal pursuant to Rule 17(a) and Rule 12(b)(6) SCRCF is appropriate.
2. Release any and all claims by Plaintiff, its predecessors and successors, now and in the future, on any properties currently held by Defendant.
3. Enjoin Plaintiff from any related or similar action against Defendant concerning the subject properties named in this action.
4. For an order and judgment issuing quiet title to Defendant for the affected property, dating to the inception of the alleged loan.
5. That Plaintiff be prosecuted for filing fraudulent, false and misleading documents in a Court in the United States of America.
6. That Plaintiff in this case be, from now and forever forward, enjoined from foreclosure action against Defendant, and a satisfaction of mortgage/lien be issued for the subject mortgage, and all properties liened in the subject mortgage.
7. That judgment be entered in Defendant's favor and against Plaintiff.
8. For an order stating that Plaintiff must not report to any credit reporting agency anything of a negative nature against Defendants, and that they must repair any previously reported negative information.
9. For an order stating that Plaintiff engaged in unfair business practices.
10. For an order stating that the Notice of Default, Lis Pendens and other documents filed by Plaintiff constitute slander of title to Defendants and the Properties.
11. For damages, disgorgement, and injunctive relief under South Carolina's common and statutory law of unfair business practices.

12. For compensatory, statutory, punitive and exemplary damages, attorney's fees and costs according to proof at trial.
13. For exemplary damages in an amount sufficient to punish Plaintiff's wrongful conduct and deter future misconduct.
14. For such other and further relief as the Court may deem just and proper.

In the event this case is not dismissed based on the standing and jurisdictional problems, in the alternative, should the Judge wish to pursue this case further and proceed, Defendant asks the Court to compel Plaintiff to provide discovery documents according to a Request for Production prepared by Defendant served coinciding with this Answer, which will request Plaintiff to prove any standing of Plaintiff and indebtedness on behalf of Defendant. This option may be more attractive to the Court to provide the full picture of the fraud that is being committed by Plaintiff and others in its same industry, thereby allowing the Court to rule on issues that may affect the public and commerce at large and not restricted to this case at hand.

WHEREFORE, should this case progress, Defendant prays upon the court to provide the following relief:

1. That Defendant be allowed to participate in a Trial by Jury to present damages and harm done to Defendant, for the purpose of seeking restitution and punitive damages against Plaintiff.
2. For a temporary restraining order, preliminary and permanent injunction preventing Plaintiff, or anyone acting under or in concert with them, from collecting on the alleged subject loan and from causing the Properties to be sold or assigned to a third party.
3. For an order stating that Plaintiff must not report to any credit reporting agency anything of a negative nature against Defendants, and that they must repair any previously reported negative information.

4. Require Plaintiff to produce documentation proving they have not been involved in misconduct regarding the Libor Rate manipulation scheme as evidenced in the ongoing investigation in which Barclays has been fined nearly \$500M, JPMorgan Chase has been sued and this scandal is predicted to implicate other global financial institutions such as Plaintiff.⁴
5. Produce any and all accounting records to prove that the Plaintiff complied with their contract the way that their complaint alleges that they do.
6. Enforce the South Carolina Rules of Court and the South Carolina Rules of Evidence.
7. Allow the Defendant to produce her expert and lay witnesses and other written material to show that the Plaintiff did not comply with any of their terms and conditions for Defendant has never had a loan indebtedness relationship with the Plaintiff.
8. For damages, disgorgement, and injunctive relief under South Carolina's common and statutory law of unfair business practices.
9. For compensatory, statutory, punitive and exemplary damages, attorney's fees and costs according to proof at trial.
10. For exemplary damages in an amount sufficient to punish Plaintiff's wrongful conduct and deter future misconduct.
11. For such other and further relief as the Court may deem just and proper.

DATED this 16th day of April, 2014.

Respectfully submitted,


CATHY G LANIER, Pro Se

⁴ "In case you haven't heard, 16 banks that help set the London interbank offered rate, or Libor, are being sued by a smaller bank called Berkshire Bank of New York over allegations they conspired to manipulate the rate for short-term gains on derivatives. Three of those banks, Citi, Bank of America and JPMorgan Chase hold about a quarter of all the deposits in the U.S." *Will Your Bank Be Sued over Libor?*, Claes Bell. Bankrate.com

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Pro Se

Lexington, SC
April 16, 2014

FILED

ORIGINAL

STATE OF SOUTH CAROLINA

IN THE COURT OF COMMON PLEAS

COUNTY OF LEXINGTON OF COURTESY DOCKET NO. 2013CP3201709

The Bank of New York Mellon,
et al,

Plaintiff,

vs.

CATHY G. LANIER; BRANCH
BANKING AND TRUST COMPANY;
REGIONS BANK,

Defendants.

ANSWER OF REGIONS BANK

COMES NOW Regions Bank, a named Defendant in this action, acting by and through its attorneys, and files this answer to the Plaintiff's complaint.

1. Admitted.
2. Admitted.
3. Defendant Regions Bank ("Regions") does not have sufficient information to admit or deny the allegations of Paragraph 3 but demands strict proof thereof.
4. Defendant Regions does not have sufficient information to admit or deny the allegations of Paragraph 4 but demands strict proof thereof.
5. Admitted.
6. Defendant Regions does not have sufficient information to admit or deny the allegations of Paragraph 6 but demands strict proof thereof.
7. Defendant Regions does not have sufficient information to admit or deny the allegations

of Paragraph 7 but demands strict proof thereof.

8. Defendant Regions does not have sufficient information to admit or deny the allegations of Paragraph 8 but demands strict proof thereof.

9. Regions would claim the mortgage instrument would speak for itself.

10. Regions would claim the contractual provisions of the mortgage would speak for themselves.

11. Defendant Regions does not have sufficient information to admit or deny the allegations of Paragraph 11 but demands strict proof thereof.

12. Regions is not required to admit or deny the allegations of Paragraph 12.

13. Regions is not required to admit or deny the allegations of Paragraph 13.

14. Regions is not required to admit or deny the allegations of Paragraph 14.

15. Defendant Regions does not have sufficient information to admit or deny the allegations of Paragraph 15 but demands strict proof thereof.

16. Admitted.

AFFIRMATIVE CLAIMS

17. Regions does not object to Plaintiff foreclosing its first mortgage lien if this court determines that Plaintiff is entitled to proceed with a foreclosure action. Regions is without sufficient information to admit or deny whether or not the Defendant Cathy Lanier has defaulted under the terms of Plaintiff's note and mortgage.

18. In the event the court determines that Plaintiff is entitled to go forward with foreclosure and a foreclosure sale is conducted, Regions would claim from any proceeds over and above the amount received at the foreclosure sale necessary to pay costs and Plaintiff's first

mortgage lien, that the court determine which of the remaining parties or other claimants are entitled to the remaining fund and order said funds to be disbursed amongst the other claimants in accordance with South Carolina law.

19. Regions claims that it has a perfected mortgage lien on the subject property arising out of a mortgage dated September 25, 2008, recorded September 30, 2008 in Real Property Book R13175 at Page 127, in the Office of the RMC/ROD for Lexington County.

20. As of this date, Regions claims that Defendant Cathy Lanier owes it the following amounts:

a. Principal balance	\$100,024.73
b. Accrued and unpaid interest	\$ 15,094.38
c. Late charges	\$ 631.26
d. Attorney fees	\$ 7,500.00

TOTAL: \$123,250.37

21. Upon a foreclosure sale being completed in this case, Regions would ask the court to make an inquiry and determine the priority of the various claimants to the sale proceeds and order the funds to be disbursed according to the priorities of law.

CROSSCLAIM AGAINST CATHY G. LANIER

22. Plaintiff Regions files this crossclaim against Defendant Cathy G. Lanier.

BREACH OF CONTRACT

23. Plaintiff adopts and incorporates paragraphs 1 through 22 above and would further
 aver as follows:

24. Plaintiff claims Cathy G. Lanier executed a written contract, note or security agreement with Regions which is dated September 25, 2008, a copy of which is attached to this document as

an Exhibit.

25. Plaintiff claims Cathy G. Lanier breached the terms of the written contract and has failed to pay to Plaintiff all amounts due pursuant to the terms of the said written contract.

26. Plaintiff claims Cathy G. Lanier owes Plaintiff interest on the unpaid debt from the date of default pursuant to the terms of the written contract. Up until the time of the filing of the complaint, Plaintiff would allege Cathy G. Lanier owes interest in the amount of \$15,094.38. Plaintiff claims additional interest to the date of any judgment entered in this case.

27. Plaintiff would allege the contract in question contains a provision allowing the addition of a reasonable attorney's fee in the event Plaintiff retains the services of a lawyer. Plaintiff has retained Parnell & Crum, P.A., of Montgomery, Alabama and therefore would contend a reasonable fee in this case would be \$7500.00. Plaintiff requests the court award a fee in that amount.

28. Plaintiff claims Cathy G. Lanier owes the following amount including the amount requested as attorney fees:

a. Principal balance	\$100,024.73
b. Interest to the time of filing Complaint	\$ 15,094.38
c. Late charges	\$ 631.26
d. Attorney's fees	\$ 7,500.00

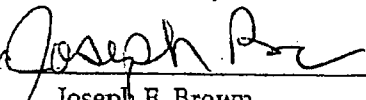
29. Plaintiff is not aware of any defense, claim or offset that Defendant has to the payment of said amounts, and would allege that it is entitled to a judgment against Defendant in said amount.

WHEREFORE, THE PREMISES CONSIDERED, Plaintiff demands judgment against Cathy

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G. Lanier in the total sum of \$123,250.37, plus additional interest accruing on the unpaid principal balance from July 23, 2013 to the date of judgment, plus the costs of this proceeding.

Respectfully submitted,
PARNELL & CRUM, P.A.

BY 
Joseph E. Brown
Attorney for Regions Bank
SC Bar No. 9085

June 27, 2014

OF COUNSEL:
Parnell & Crum, P.A.
PO Box 3642
West Columbia, SC 29171
803-926-7070

REGIONS PROMISSORY NOTE

Principal	Issue Date	Maturity	Amount	Interest	Account No.	Office	Initials
\$102,842.30	08-25-2000	08-25-2003					

References in the shaded area are for Lender's use only and do not limit the applicability of this document to any particular loan or loan.

Borrower: CATHY O. LARSEN
172 BELLS CHASE DR
LEXINGTON, SC 29078

Lender: Regions Bank
P.O. Box 33721
Birmingham, AL 35283

Principal Amount: \$102,842.30 Interest Rate: 7.250% Date of Note: September 25, 2000

PROMISE TO PAY. I ("Borrower") promise to pay to Regions Bank ("Lender"), or order, in lawful money of the United States of America, the principal amount of One Hundred Two Thousand Eight Hundred Forty-two & 30/100 Dollars (\$102,842.30), together with interest at the rate of 7.250% per annum on the unpaid principal balance from September 25, 2000, until paid in full. The interest rate may change under the terms and conditions of the "INTEREST AFTER DEFAULT" section.

PAYMENT. I will pay this loan in 170 regular payments of \$763.47 each and one irregular last payment estimated at \$77,601.82. My first payment is due October 25, 2000, and all subsequent payments are due on the same day of each month after that. My final payment will be due on September 25, 2003, and will be for all principal and all accrued interest not yet paid. Payments include principal and interest. Unless otherwise agreed or required by applicable law, payments will be applied first to any accrued unpaid interest, then to principal, then to any unpaid collection costs, and then to any late charges. All payments will be applied in accordance with the requirements of the South Carolina Consumer Protection Code. Interest on this Note is computed on a 365/365 simple interest basis that is, by applying the rate of the annual interest rate over the number of days in a year (365) during each year, multiplied by the outstanding principal balance, multiplied by the actual number of days the principal balance is outstanding. I will pay Lender at Lender's address shown above or at such other place as Lender may designate in writing.

PREPAYMENT PENALTY. If I pay off this Note early, I may be entitled to receive a refund of a portion of the prepaid fees or charges provided in the South Carolina Consumer Protection Code. Upon prepayment of this Note, Lender is entitled to the following prepayment penalty: \$500.00 if the loan is prepaid in full during the first two years of the loan term. Except for the foregoing, I may pay all or a portion of the amount owed under this Note. Early payments will not, unless agreed to by Lender in writing, release me of my obligation to continue to make payments under the payment schedule. Rather, early payments will reduce the principal balance due and may result in my making lower payments. I agree not to seek Lender's payments "paid in full", "without recourse", or similar language. If I send such a payment, Lender may accept it without losing any of Lender's rights under this Note, and I will remain obligated to pay any further amount owed to Lender. All written communications concerning disputed amounts, including any check or other payment instrument that indicates that the payment constitutes "payment in full" of the amount owed or that is marked with other conditions of limitation or an R.M. satisfaction of a disputed amount, must be mailed or delivered to Regions Bank P.O. Box 33721, Birmingham, AL 35283.

LATE CHARGE. If a payment is 10 days or more late, I will be charged 6.000% of the unpaid portion of the regularly scheduled payment of \$763.47, whichever is less.

INTEREST AFTER DEFAULT. If Lender charges any fees or interest for late or delinquent payments, then the total sum due under this Note will include interest from the date of acceleration or maturity of the interest rate under this Note until paid in full.

DEFAULT. I will be in default if any of the following happens: (A) Payment default. I fail to make a payment as required by this Note. (B) Other default. This prospect of payment, performance, or satisfaction of my contract for this loan is significantly impaired.

LENDER'S RIGHTS. If I am in default, Lender may, in addition to any other rights Lender has and subject to any state and federal provisions of the South Carolina Consumer Protection Code, declare my entire loan immediately due, without notice. I will then pay Lender the unpaid part of the Principal Amount, any interest that is due but unpaid, and any reasonable collection costs.

ATTORNEY'S FEES; EXPENSES. Lender may hire or pay an attorney to help collect this Note if I do not pay. I will pay Lender that amount. This includes, subject to any limits under applicable law, Lender's reasonable attorney's fees and legal expenses, however not to exceed fifteen percent (15%) of the unpaid debt after costs.

JURY WAIVER. Lender and I hereby waive the right to any jury trial in any action, proceeding, or arbitration brought by either Lender or me against the other.

GOVERNING LAW. With respect to interest on this Note, the law of the State of Alabama will apply. In all other respects, this Note will be governed by federal law applicable to Lender and, to the extent not preempted by federal law, the laws of the State of South Carolina without regard to the conflict of law provisions. The loan transaction that is evidenced by this Note has been approved, made, and funded, and all necessary loan documents have been accepted by Lender in the State of Alabama.

DISCHARGE OF ITEM REP. I will pay a fee to Lender of \$18.00 if I make a payment on my loan and the check or preauthorized charge with which I pay is later dishonored.

COLLATERAL. I acknowledge this Note is secured by the following collateral described in the security instrument filed hereto: a Mortgage dated September 25, 2000, to Lender on real property located in LEXINGTON County, State of South Carolina.

SHARING INFORMATION WITH AFFILIATES AND OTHERS. Under the Fair Credit Reporting Act, we have the right to share information about our customers with our affiliates with you. Unless you instruct otherwise, we also have the right to share any other information about you with any of our affiliates (persons related by common ownership or affiliated by corporate control, now or in the future) either directly or for example, through a credit database. This other information may include but is not limited to application information, credit reports from consumer reporting agencies, and any other information we have about you. If you do not want us to share this other information with our affiliates, you can direct us not to by writing to us at Regions Bank Privacy Officer, P.O. Box 10044, Birmingham, AL 35283.

DEFENSE COSTS. Subject to any limits under applicable law, in addition to the costs and expenses Borrower has agreed to pay under this Promissory Note, Borrower will pay all costs and expenses incurred by Lender in the event of or relating to any dispute or claims Lender takes to defend any questionable claim, litigation, remedy of questionable Borrower pay amount against Lender, including any "claim" (as that term is defined below) referred to arbitration as provided below. Such costs and expenses shall include, without limitation, attorney's fees and costs.

RECEIPT OF PAYMENTS. Payments are to be made at Lender's address shown at the beginning of this Note. Any payment received at that address will be applied to my loan on or the date of receipt if that day is a business day or on the next business day if the payment is received on a non-business day. Any payment made at Lender's main office or at any of Lender's branch offices must be received by Lender prior to 2:00 p.m. (or such other time as may be displayed in such office) on a business day to be credited to my loan as of the date received. Any payment received at Lender's main office or at any of Lender's branch offices after 2:00 p.m. (or such other time as may be displayed in such office) on a business day or at any time on a non-business day will be credited to my loan as of the next business day. A business day is any day on which Lender's offices are open to the public for conducting its business and does not include Saturdays, Sundays or any holidays observed by Lender.

ARBITRATION OF DISPUTES AND WAIVER OF JURY TRIAL. Except as expressly provided below, any controversy, claim, dispute or disagreement ("claim") arising out of, in connection with or relating to (1) Borrower's business relationship with Lender; (2) the performance, interpretation, negotiation, execution, collection, satisfaction, administration, representation, modification, or extension of this Note; (3) any charge or cost incurred pursuant to this Note; (4) the collection of any amount due under this Note; (5) any alleged tort or other claim arising out of or relating to any way to this Note, including color this Note, any contract or obligation created by this Note, or any business or relationship that is created or maintained by or on behalf of Lender or any of the foregoing taking out of, in connection with or relating to any prepayment or refund of principal to Borrower by or on behalf of Lender; or (6) any of the foregoing taking out of, in connection with or relating to any prepayment or refund of principal to Borrower by or on behalf of Lender, or any relationship created by or pursuant to this Note, will be settled by binding arbitration under the Federal Arbitration Act ("FAA"). This agreement to arbitrate shall include any claims involving Lender's officers, directors, employees, agents, representatives, contractors, subcontractors, affiliates, successors or assigns, and any such claims against any of these parties may be joined or consolidated with any related claims against Lender in a single arbitration proceeding.

FILED

STATE OF SOUTH CAROLINA)
)
 COUNTY OF LEXINGTON 2014 AUG -1) PM 1:32

IN THE COURT OF COMMON PLEAS
11TH JUDICIAL CIRCUIT

CASE NO.: 2013-CP-32-01709

The Bank of New York Mellon, f/k/a)
 The Bank of New York as successor-in-)
 Interest to JPMorgan Chase Bank, N.A.)
 As successor-in-interest by merger to)
 Bank One, N.A. as Trustee for Structured)
 Asset Mortgage Investments Inc.,)
 Mortgage Pass-Through Certificates,)
 Series 2002-AR4,)

Plaintiff,)

Vs.)

Cathy G. Lanier; Branch Banking and)
 Trust Company; Regions Bank,)

Defendant.)

DEFENDANT CATHY LANIER'S
 RESPONSE TO DEFENDANT REGIONS
 BANK'S CROSSCLAIM

MOTION TO DISMISS DEFENDANT
 REGIONS BANK'S ANSWER AND
 CROSSCLAIM

Defendant, Cathy G. Lanier ("Lanier"), provides this Response to and Motion to Dismiss of the recently filed Answer and Crossclaim entered into the court records by Defendant, Regions Bank ("RB"):

RB was served with Plaintiff's Complaint at approximately the same date as Lanier was served the same Complaint. That date was May 21, 2013, more than one year and two months ago.

The Summons attached to Plaintiff's Complaint specified a period of thirty (30) days after service of the Summons and Complaint to serve an Answer to Plaintiff, after which a default judgment would be rendered against non-Answering parties.

SCRCP Rule 12(a) also specifies a thirty day deadline for serving an answer.

RB failed to comply with the deadline, and all untimely responses must be dismissed.

Should this Court allow RB's answer to survive the timeliness problem, Lanier responds to RB's Counterclaim of Breach of Contract as follows:

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Lanier denies executing a valid written contract, note or security agreement with RB. There being no valid written contract, there cannot have been a breach. Lanier specifically denies and requires strict proof of any unpaid debt owed to RB, including principal, interest or any other fees, including lawyer fees that have been requested inappropriately. Records in the Lexington County, SC Registrar's Office support the satisfaction of any and all liens by RB, and nothing further is owed to them by Lanier.

RB is not entitled to a judgment against Lanier in any amount.

WHEREFORE, Lanier respectfully requests that the Court dismiss and strike RB's Answer and Crossclaim, and render a default judgment against them.

It is also requested that RB be immediately and permanently enjoined from further attempts at collections efforts for this and any other property owned by Lanier, and that they be further enjoined from assessing any tax liability based on the amount of a purported debt they claim to be owed by Lanier.

DATED this 1st day of August, 2014.

Respectfully submitted,


CATHY G. LANIER, Pro Se

Cathy G. Lanier
172 Belle Chase Drive
Lexington, SC 29072
803-315-3636
803-359-7031 (fax)
cathy@tsisc.com
Pro Se .

Lexington, SC
August 1, 2014

ORIGINAL

STATE OF SOUTH CAROLINA)
COUNTY OF LEXINGTON)

IN THE COURT OF COMMON PLEAS
11TH JUDICIAL CIRCUIT

CASE NO.: 2013-CP-32-01709

The Bank of New York Mellon, f/k/a)
The Bank of New York as successor-in-)
Interest to JPMorgan Chase Bank, N.A.)
As successor-in-interest by merger to)
Bank One, N.A. as Trustee for Structured)
Asset Mortgage Investments Inc.,)
Mortgage Pass-Through Certificates,)
Series 2002-AR4,)

**MOTION TO COMPEL PLAINTIFF
TO RESPOND TO DISCOVERY
REQUESTS BY DEFENDANT**

Plaintiff,)

Vs.)

Cathy G. Lanier; Branch Banking and)
Trust Company; Regions Bank,)

Defendants.)

FILED
OCT 13 P 2:43
ETHA CARRIG
CLERK OF COURT
LEXINGTON, SC

Defendant Cathy G. Lanier, respectfully requests that this Honorable Court compel Plaintiff to respond to Defendant's most recent requests for discovery. Specific questions and the problems with their answers are as follows:

1. *A complete history of all Lanier payments and where and how they were applied.*
- Plaintiff objected to this question on the grounds that it is unreasonably cumulative and duplicative. However, as they have now admitted as of the Telephone Conference held on September 22, 2014, they have provided the entire payment history of the subject loan that is available to them. Their payment history omits the first 2.5 to 3 years of payments on this loan, when Defendant was paying very large amounts into this loan in order to pay it off early. From estimations by Defendant, this loan could well have been paid off prior to the default date listed by Plaintiff, and Plaintiff has provided no evidence to dispute that

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assumption. Without a full accounting of all payments and their application, Plaintiff cannot prove their claim and this case must be dismissed. Defendant requests that Plaintiff respond to this request with a statement certifying that they either possess, or do not possess, the full and complete accounting of all payments, transactions and other activity related to the subject loan. If they state that they do possess this proof of accounting, then please compel them to produce it, or to admit they cannot prove their claim.

2. *An opportunity for Defendant to fully investigate The Collateral file, or Original and Initial Loan File containing these documents: The Subject Note, indorsments, transfers or allonges, as well as the folder with all original markings and labels, and all other documents contained as they were delivered from the documents custodian to the Plaintiff or its counsel. Copies of this material is not sufficient, as Defendant wishes to see the actual collateral file that was given to counsel by Plaintiff, containing all original documents, labeling and materials as required to be kept in this file by the document custodian(s) for Plaintiff or any other entity having control of this file.*

Defendant Cathy Lanier visited Plaintiff's counsel's office on October, 2, 2014 for the purpose of viewing the entire collateral file related to the subject loan. Ms. Lanier has reviewed collateral files from numerous other banks, and the one submitted to her for review by this Plaintiff did not resemble any of the others. Notwithstanding that this may not have been the actual certified and complete collateral file that is tracked by documents custodians for Plaintiff, Defendant discovered a second allonge that has the same problems as the one that has been submitted into evidence prior. There is still no verification that the copies of the note and mortgage held in this file are the original "wet ink" documents, and Defendant disputes that they are the original "wet ink" documents. Additionally, although there is ample room for indorsements on the note on the front of the final page, not to mention the

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backs of all pages, there are no legal and regular indorsements on any of these documents.

The file presented to Defendant has not one, but two allonges that do not meet the requirements of a legally filed allonge as stated in the Uniform Commercial Code and as defined in Black's Law Dictionary. Black's Law Dictionary 76 (6th ed. 1990) defines allonges: "An allonge is a piece of paper annexed to a negotiable instrument or promissory note, on which to write endorsements for which there is no room on the instrument itself.

Such must be so firmly affixed thereto as to become a part thereof." (Underlining added by Defendant for emphasis.) Defendant respectfully asks this court to compel Plaintiff to provide proof from a documents expert that they possess the original "wet ink" documents they purport to possess. Defendant also requests an explanation as to how the allonges contained in the file presented for review by Defendant came to be a part of the documents history of this case, since they do not appear in Defendant's closing documents, and there was ample room for any legal indorsements to be placed directly on the original note related to the subject loan without adding additional sheets of paper.

3. *All correspondence, invoices for services provided, or any dealings whatsoever with Iron Mountain or Black Knight Financial Services, FKA Lender Processing Services, Inc. or any of its divisions or subsidiaries, including but not limited to: Docx, LLC; LPS Desktop©; MSP©; Default Services; LPS Data & Analytics; and Empower©.*

Plaintiff objected to this request, stating that it is overly broad, vague and ambiguous and confusing. They also state that this request is unduly burdensome and not reasonably calculated to lead to the discovery of admissible evidence. They further object to the extent it may seek information protected by the attorney client privilege or the work product doctrine.

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It is interesting that Plaintiff has objected in so many ways to producing this information. That leads Defendant to believe that this information does, in fact, exist, and would provide admissible evidence of the fraudulent means by which this Plaintiff or its counsel has obtained documents "just in time" for litigation for the purpose of pushing forward an illegal foreclosure where the current Plaintiff has no standing. Defendant has a right to this information because it speaks directly to the chain of title of her property and the potentially unlawful acts being attempted in this foreclosure action. Defendant respectfully requests this Court to compel Plaintiff to divulge any involvement with the named companies or any other companies who are in the business of providing "foreclosure mills" with documents that did not exist prior to the contemplation of legal action.

4. *A complete list and exhibits of the documents prepared and used in this case for Plaintiff or its counsel by Iron Mountain or Black Knight Financial Services, FKA Lender Processing Services, Inc. or any of its divisions or subsidiaries, including but not limited to: Docx, LLC; LPS Desktop©; MSP©; Default Services; LPS Data & Analytics; and Empower©.*

Plaintiff objected to this request, stating that it is overly broad, vague and ambiguous and confusing. They also state that this request is unduly burdensome and not reasonably calculated to lead to the discovery of admissible evidence. They further object to the extent it may seek information protected by the attorney client privilege or the work product doctrine.

It is interesting that Plaintiff has objected in so many ways to producing this information. That leads Defendant to believe that this information does, in fact, exist, and would provide admissible evidence of the fraudulent means by which this Plaintiff or its counsel has obtained documents "just in time" for litigation for the purpose of pushing forward an illegal foreclosure where the current Plaintiff has no standing. Defendant has a right to this

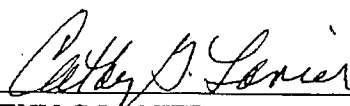
ORIGINAL

information because it speaks directly to the chain of title of her property and the potentially unlawful acts being attempted in this foreclosure action. Defendant respectfully requests this Court to compel Plaintiff to divulge any involvement with the named companies or any other companies who are in the business of providing "foreclosure mills" with documents that did not exist prior to the contemplation of legal action.

WHEREFORE, the Discovery requests by Defendant are reasonable and will result in evidence that will lead to the resolution of this case, Defendant respectfully requests that according to Rule 37, Plaintiff be compelled to produce this information and documents. If Plaintiff fails to produce this evidence, Defendant asks that the Court dismiss the case based on Plaintiff's failure to cooperate in discovery and apply appropriate sanctions, and award damages and expenses to Defendant as allowed by the Rule.

DATED this 13th day of October, 2014.

Respectfully submitted,


CATHY G LANIER, Pro Se

Cathy G. Lanier
172 Belle Chase Drive
Lexington, SC 29072
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803-359-5031 (fax)
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Pro se

ETHA GARRIGUE
CLERK OF COURT
LEXINGTON, SC

OCT 13 P 2:44

FILED

Columbia, SC
October 13, 2014

Exhibit A

List All Issuers List All Deals Recent Deals

Search

Select Product Type

ALL

☒ Begins With ☐ Includes

Search By

Issuer

Search for Structured Asset Mort

Quick Issuer Lookup Select

Search Result(s)

2014

Jan

Download Reports

New Deal Portfolio

Add To Data Profile

Showing 1 to 30 of 30 | 1

	Structured Asset Mortgage Investments, Inc.	Structured Asset Mortgage Investments Trust Mortgage Pass-Through Certificates Series 2005-AR4	MBS	
	Structured Asset Mortgage Investments, Inc.	Structured Asset Mortgage Investments Trust Mortgage Pass-Through Certificates Series 2005-AR5	MBS	
	Structured Asset Mortgage Investments, Inc.	Structured Asset Mortgage Investments Trust Mortgage Pass-Through Certificates Series 2005-AR6	MBS	
	Structured Asset Mortgage Investments, Inc.	Structured Asset Mortgage Investments Trust Mortgage Pass-Through Certificates Series 2005-AR7	MBS	
	Structured Asset Mortgage Investments, Inc.	Structured Asset Mortgage Investments Trust Mortgage Pass-Through Certificates Series 2005-AR8	MBS	
	Structured Asset Mortgage Investments, Inc.	Structured Asset Mortgage Investments Trust Mortgage Pass-Through Certificates Series 2005-AR9	MBS	
	Structured Asset Mortgage Investments, Inc.	Structured Asset Mortgage Investments Trust Mortgage Pass-Through Certificates Series 2005-AR10	MBS	
	Structured Asset Mortgage Investments, Inc.	Structured Asset Mortgage Investments Trust Mortgage Pass-Through Certificates Series 2002-AR1	MBS	
	Structured Asset Mortgage Investments, Inc.	Structured Asset Mortgage Investments Trust Mortgage Pass-Through Certificates Series 2002-AR2	ABS	
	Structured Asset Mortgage Investments, Inc.	Structured Asset Mortgage Investments Trust Mortgage Pass-Through Certificates Series 2002-AR3	ABS	Medina Dzaferovic (212) 815-8316
	Structured Asset Mortgage Investments, Inc.	Structured Asset Mortgage Investments Trust Mortgage Pass-Through Certificates Series 2002-AR4	ABS	
	Structured Asset Mortgage Investments, Inc.	Structured Asset Mortgage Investments Trust Mortgage Pass-Through Certificates Series 2002-AR5	ABS	

Public Private Private
 Access Granted

Showing 1 to 30 of 30 | 1

DUTIES OF THE TRUSTEE

Exhibit B

The trustee will not make any representations as to the validity or sufficiency of the Agreement, the securities or of any assets or related documents. If no event of default (as defined in the related Agreement) has occurred, the trustee is required to perform only those duties specifically required of it under the Agreement. Upon receipt of the various certificates, statements, reports or other instruments required to be furnished to it, the trustee is required to examine them to determine whether they are in the form the related Agreement requires. However, the trustee will not be responsible for the accuracy or content of any such documents furnished to it by the securityholders or the master servicer under the Agreement.

The trustee may be held liable for its own negligent action or failure to act, or for its own misconduct. However, the trustee will not be personally liable with respect to any action it takes, suffers or omits to take in good faith in accordance with the direction of the securityholders following an event of default. The trustee is not required to expend or risk its own funds or otherwise incur any financial liability in the performance of any of its duties under the Agreement, or in the exercise of any of its rights or powers, if it has reasonable grounds for believing that repayment of such funds or adequate indemnity against such risk or liability is not reasonably assured to it.

RESIGNATION OF THE TRUSTEE

The trustee may, upon written notice to us, resign at any time. If the trustee resigns we will be obligated to use our best efforts to appoint a successor trustee. If no successor trustee has been appointed and has accepted the appointment within the period specified in the Agreement after the giving of such notice of resignation, the resigning trustee may petition any court of competent jurisdiction for appointment of a successor trustee. The trustee may also be removed at any time:

- o if the trustee ceases to be eligible to continue as such under the Agreement,
- o if the trustee becomes insolvent,
- o if the trustee becomes incapable of acting, or
- o by the securityholders evidencing over 51% of the aggregate voting rights of the securities in the trust fund upon written notice to the trustee and to us.

For any resignation or removal of the trustee and appointment of a successor trustee to be effective, the successor trustee must accept the appointment.

AMENDMENT

The parties to each Agreement may amend such Agreement, without the consent of any of the securityholders:

- o to cure any ambiguity;
- o to correct any defective provisions or to correct or supplement any provision in the Agreement;
- o to comply with any changes in the Internal Revenue Code of 1986, as amended; or
- o to make any other revisions with respect to matters or questions arising under the Agreement which are not inconsistent with the Agreement, provided that such action will not have a material adverse effect on the interests of any securityholder.

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STATE OF SOUTH CAROLINA

COUNTY OF LEXINGTON

FILED

IN THE COURT OF COMMON PLEAS
11TH JUDICIAL CIRCUIT

2015 FEB 20 P 1:10

CASE NO.: 2013-CP-32-01709

The Bank of New York Mellon, f/k/a)
The Bank of New York as successor-in-)
Interest to JPMorgan Chase Bank, N.A.)
As successor-in-interest by merger to)
Bank One, N.A. as Trustee for Structured)
Asset Mortgage Investments Inc.,)
Mortgage Pass-Through Certificates,)
Series 2002-AR4,)

Plaintiff,)

Vs.)

Cathy G. Lanier; Branch Banking and)
Trust Company; Regions Bank,)

Defendants.)

**MOTION TO ISSUE SUBPOENA
FOR THE DEPOSITION OF
MEDINA DZAFEROVIC OR
ALTERNATE WITNESS FROM
THE BANK OF NEW YORK
MELLON**

Pursuant to South Carolina Rules of Civil Procedure, Rules 30 and 45, Defendant Cathy Lanier requests leave of Court to conduct the video telephonic deposition of Medina Dzaferovic on or before March 25, 2015 or a date set by this Court. In the event that Ms. Dzaferovic is not, or was not, an actual Trust Manager for Plaintiff Bank of New York Mellon, it is requested that a Trust Manager working for Bank of New York Mellon who was in charge of the trust containing Defendant Lanier's loan be made available to testify.

According to information obtained by Defendant, Ms. Dzaferovic works for the Bank of New York Mellon at the bank's Barclay Street office in New York City, NY. Ms. Dzaferovic is a Trust Manager employed by the Plaintiff, Bank of New York Mellon. Documentation related to the trust that holds Defendant Lanier's loan indicates Ms. Dzaferovic was (or is currently) a Trust Manager for the Plaintiff, Bank of New York Mellon. (see Exhibit A) As a Trust Manager, Ms.

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Dzaferovic can explain trust documentation that states that the Trustee bank does not have authority to foreclose on any single loan within the trust. (See highlighted text of Exhibit B.) Ms. Dzaferovic would likely have first-hand knowledge of business records related to the trust holding the subject loan of this action.

Ms. Dzaferovic, as a Trust Manager, will also have specific and first-hand knowledge of the Plaintiff's business practices in relation to loans within a trust and the Trustee's role in bringing a foreclosure action. She will also be able to provide information regarding the current status of the trust where the Lanier loan is placed.

Video Telephonic deposition will not require Ms. Dzaferovic to travel and can be conducted in New York City. Likewise this form of deposition will not require Plaintiff's Counsel or Defendant to travel outside of the greater Columbia area. Because of the form of this deposition, there is no hardship or prejudice placed upon Ms. Dzaferovic or Counsel for the Plaintiff. Failure to allow deposition of the Trust Manager for the Trustee and Plaintiff in this action will prejudice Defendant Lanier.

Respectfully submitted,



CATHY G LANIER, Pro Se

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cathy@tsisc.com
Pro Se

Lexington, SC
February 20, 2015

FILED
2015 FEB 20 PM 1:30
CLERK OF COURT
LEXINGTON, SC

STATE OF SOUTH CAROLINA

IN THE COURT OF COMMON PLEAS

COUNTY OF LEXINGTON

Case No. 2013-CP-32-01709

The Bank of New York Mellon, f/k/a The Bank of New York as successor-in-Interest to JPMorgan Chase Bank, N.A. as successor-in-interest by merger to Bank One, N.A. as Trustee for Structured Asset Mortgage Investments Inc., Mortgage Pass-Through Certificates, Series 2002-AR4,

Plaintiff,

vs.

Cathy G. Lanier; Branch Banking and Trust Company; Regions Bank,

Defendants.

ORIGINAL

FILED
2015 MAR 17 AM 11:42
CLERK OF COURT
LEXINGTON SC

**PLAINTIFF'S MEMORANDUM IN OPPOSITION
TO DEFENDANT CATHY G. LANIER'S MOTION TO ISSUE SUBPOENA
FOR THE DEPOSITION OF MEDINA DZAFEROVIC OR
ALTERNATE WITNESS FROM THE BANK OF NEW YORK MELLON**

Plaintiff The Bank of New York Mellon, f/k/a The Bank of New York as successor-in-Interest to JPMorgan Chase Bank, N.A. as successor-in-interest by merger to Bank One, N.A. as Trustee for Structured Asset Mortgage Investments Inc., Mortgage Pass-Through Certificates, Series 2002-AR4 ("Plaintiff") submits this memorandum in opposition to the Motion of Cathy G. Lanier ("Defendant") to issue a subpoena for the deposition of Medina Dzaferovic or Alternate witness from the Bank of New York Mellon (the "Motion") dated February 20, 2015.

In the Motion, Defendant requests leave of the Court to take the video deposition of Medina Dzaferovic, an employee of Plaintiff. Alternatively, Plaintiff has requested a subpoena be issued to "a Trust Manager working for Plaintiff who was in charge of the trust containing Defendant Lanier's loan." As explained below, Defendant's request should be denied.

In this foreclosure, in which there are no pending counterclaims, the only two remaining contested issues are (1) whether Plaintiff has standing to enforce the Note and pursue foreclosure; and (2) the amount of the debt. *See* Order Granting, in Part, Motions to Compel and Denying Defendant's Motion to Amend, filed October 2, 2014, at p. 4.

Plaintiff's attorneys have possession of the original note and mortgage, which have been made available to Defendant on multiple occasions. Thus, Plaintiff has standing to prosecute this foreclosure action. *See* S.C. Code Ann. § 36-3-301. As this Court has previously informed Defendant, the only relevant discovery with respect to the original note and mortgage is whether they are authentic such that there is no likelihood that another entity has the original note and mortgage and will attempt to enforce it at a later date and time. Ms. Dzaferovic does not have any knowledge or information about the authenticity of the note and mortgage in Plaintiff's counsel's possession, or the chain of custody of the note and mortgage. In fact, Ms. Dzaferovic does not have any knowledge of Defendant's loan whatsoever, and information about the status of the trust or business practices of the trust are irrelevant to this foreclosure.

Additionally, Plaintiff has repeatedly offered to make a Rule 30(b)(6) deponent available to Defendant. At a status conference on November 20, 2014, the Court ruled that after a hearing and ruling on a pending motion to compel filed by Defendant, Defendant would be entitled to take the Rule 30(b)(6) deposition of the Plaintiff.¹ A hearing on Defendant's Motion to Compel was held on January 20, 2015, and following the hearing, Plaintiff's counsel and Defendant consulted and agreed on February 17, 2015 as the date for the deposition. Defendant agreed that she would provide a list of topics by January 27, 2015, so that the appropriate witness could be designated.

¹ A copy of the email summarizing the status conference is attached as Exhibit A.

On January 26, 2015, Defendant emailed Plaintiff's counsel and advised that unless the designated deponent would be a "bona-fide employee of the Plaintiff that has first-hand knowledge of the payment records for the subject loan, and a bona-fide employee of the Plaintiff, BNYM that has first-hand knowledge of the administration of, rules/laws that apply to, and status of the trust into which the subject loan was sold," that she did not want to take a 30(b)(6) deposition of Plaintiff. However, as Plaintiff's counsel advised later that same day, Defendant does not get to choose whom Plaintiff designates as its Rule 30(b)(6) witness, nor is there any requirement that the designated witness be an employee of the Plaintiff, rather than its agent or other person designated to bind Plaintiff by his or her testimony.² Rule 30(b)(6), SCRCPP, provides that once topics are served, the party to be deposed shall designate "one or more officers, directors, or managing agents, or other persons who consent to testify on its behalf." Based on the topics provided, it is up to the Plaintiff, not Defendant, to identify the appropriate person with knowledge about the requested topics. Because no topics have been presented to Plaintiff, no witness has been identified or designated, but Plaintiff remains ready and willing to designate an appropriate witness to testify upon receipt of a proper notice with relevant topics.

However, Defendant continues to seek the deposition of Ms. Dzaferovic or an employee Plaintiff through subpoena, rather than engaging in discovery as set forth in the Rules. See Rule 45(b)(1), SCRCPP (subpoenas may only be served on non-parties). Simply, a subpoena is not the proper procedure for deposing a corporate entity that is a party to a lawsuit. Defendant should be forced to serve a proper Rule 30(b)(6) notice, and Plaintiff should be allowed to designate the person it believes best suited to testify about the topics. If a deposition occurs and Defendant finds that the witness offered by Plaintiff is inadequate, then she may move to compel the

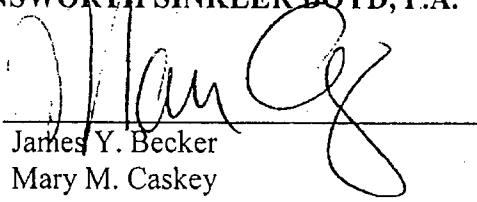
² A copy of the email exchange between Plaintiff's counsel and Defendant is attached as Exhibit B.

production of a different witness under the Rules of Civil Procedure. Defendant's current tactic is simply an attempt delay, avoid the Rules of Civil Procedure, and engage in a fishing expedition with respect to topics that have no bearing on this foreclosure.

Based on the foregoing, Plaintiff requests that the Court issue an order (1) denying Defendant's request for a subpoena of Ms. Dzaferovic or any other of Plaintiff's employees; (2) setting a deadline by which any remaining discovery shall be completed, including any 30(b)(6) deposition of Plaintiff, and a date for a final hearing; and (3) granting such other and further relief as may be just and proper.

HAYNSWORTH SINKLER BOYD, P.A.

By:


James Y. Becker
Mary M. Caskey

1201 Main Street, Suite 2200
Post Office Drawer 11889 (29211-1889)
Columbia, South Carolina 29201
(803) 779.3080 Tel
Attorneys for Plaintiff

March 16, 2015

FILED
2015 MAR 17 A 3 43
CLERK OF COURT
LEXINGTON, SC

ORIGINAL

Caskey, Mary

From: Caskey, Mary
Sent: Thursday, November 20, 2014 10:42 AM
To: SPENCE, JAMES
Cc: 'Shealy, Leslie'; Cathy Lanier (Cathy@tsisc.com)
Subject: RE: The Bank of New York Mellon v. Lanier, Case No 2013-CP-32-01709; summary of status conference

Judge Spence:

As a follow up to our phone call this morning, the parties discussed Ms. Lanier's request to take the deposition of Medina Dzaferovic, an employee of the Bank of New York Mellon. Ms. Lanier indicated that she believes Ms. Dzaferovic has information about whether her loan has been paid in full through insurance or payments by Ms. Lanier. Ms. Lanier contends that the trust has stopped reporting to the SEC and is closed, and therefore, all the loans in the trust have been paid in full. However, I indicated that the party who has the information about the payment history on the loan and whether any amounts are due is JPMorgan Chase Bank, NA, as the servicer, and that Ms. Dzaferovic does not have any information relevant to standing or the amount of the debt, which are the only two remaining issues in this case. The court advised that it will not require the Bank of New York Mellon to produce Ms. Dzaferovic at this time, but that Ms. Lanier may notice a deposition under Rule 30(b)(6), SCRCP. The parties have been instructed to proceed as follows:

- (1) The Court will hold a hearing on Ms. Lanier's Motion to Compel Plaintiff to Respond to Discovery Requests by Defendant dated October 13, 2014. The parties will work with Ms. Shealy on a hearing date.
- (2) After the hearing, Ms. Lanier will have an opportunity to send a Rule 30(b)(6) notice. Although you did not identify a specific time limit, I would suggest that 10 days would be ample time for Ms. Lanier to serve a notice following the hearing on her motion to compel.
- (3) Ms. Lanier may re-request the opportunity to take the deposition of Ms. Dzaferovic after the Rule 30(b)(6) deposition, if she believes that Ms. Dzaferovic has relevant information to the case.

Thank you and please let me know if you have any questions.

**Haynsworth
Sinkler Boyd, P.A.**

ATTORNEYS AND COUNSELORS AT LAW

Mary M. Caskey | Attorney | Haynsworth Sinkler Boyd, P.A.

1201 Main Street, 22nd Floor (29201) | Post Office Box 11889 (29211) | Columbia, South Carolina
Phone: 803.779.3080 | Fax: 803.765.1243 | Direct: 803.540.7870

website | bio | vCard | map | email

FILED
2015 MAR 17 A 9 43
CLERK OF COURT
LEXINGTON, SC

EXHIBIT

A

Caskey, Mary

From: Caskey, Mary
Sent: Monday, January 26, 2015 4:27 PM
To: 'Cathy Lanier'; SPENCE, JAMES
Cc: FAIRCLOTH, GAIL
Subject: RE: The Bank of New York Mellon v. Lanier, Case No 2013-CP-32-01709; Topics for 30(b) 6 Motion
Attachments: RE: The Bank of New York Mellon v. Lanier, Case No 2013-CP-32-01709; summary of status conference; DM-#3808750-v1-Farr_Letter_to_Lanier_serving_Supplemental_Responses_to_L.....pdf

Ms. Lanier:

First, with respect to the 30(b)(6) deposition, the rule provides that once topics are served, the party to be deposed shall designate "one or more officers, directors, or managing agents, or other persons who consent to testify on its behalf." Based on the topics you provide, the plaintiff will identify the appropriate person with knowledge about the topics. Here, JPMorgan Chase Bank, NA is the servicer of the loan and the plaintiff's agent. Because the loan is serviced by Chase, a representative of Chase will likely be the appropriate person with knowledge about the payment records. Notwithstanding the above, I cannot tell you whom will be identified as the 30(b)(6) witness until you send me the topics. If you find that at the 30(b)(6) deposition that the witness offered by Plaintiff is inadequate, then you may move to compel the production of a different witness under the Rules of Civil Procedure. Designating a Chase employee as the 30(b)(6) representative does not add Chase as a party to this litigation.

With respect to the deposition of Ms. Medina Dzaferovic, I still object to her deposition. We do not believe that Ms. Dzaferovic has any knowledge related to the only two issues which remain, which is whether Plaintiff has standing and the amount of the debt. You have previously indicated that she is listed as the trustee for "numerous trusts where BONY is the Trustee," but you have not provided any indication of why you believe she has any information about the specific trust that holds your loan. If you have that documentation, please provide it to me as soon as possible. Also, please note that at this time, I have not consented to a telephone or video deposition for Ms. Dzaferovic, and as the judge indicated, the rules require you to travel to her location if you intend to depose her. Also, as I understand the status of this case, Judge Spence has not ruled that you will be allowed to take Ms. Dzaferovic's deposition. As set forth in the attached email, he ordered that you would be allowed to take the 30(b)(6) deposition, and then if necessary, you could renew your request to take Ms. Dzaferovic's deposition. At this time, Plaintiff still objects to the deposition of Ms. Dzaferovic. We have not received any subpoena for her deposition or formal notice, so we have not filed any motion to quash or motion for protective order.

Finally, attached is a copy of the response that was referred to in the hearing last Tuesday.

Please let me know whether or not you intend to take the 30(b)(6) deposition of Plaintiff, and if so, please provide me with the list of topics.

Thanks,

**Haynsworth
Sinkler Boyd, P.A.**

ATTORNEYS AND COUNSELORS AT LAW

Mary M. Caskey | Attorney | Haynsworth Sinkler Boyd, P.A.

1201 Main Street, 22nd Floor (29201) | Post Office Box 11889 (29211) | Columbia, South Carolina
Phone: 803.779.3080 | Fax: 803.765.1243 | Direct: 803.540.7870

website | bio | vCard | map | email

From: Cathy Lanier [mailto:Cathy@tsisc.com]

Sent: Monday, January 26, 2015 1:09 PM

To: SPENCE, JAMES; Caskey, Mary

Cc: FAIRCLOTH, GAIL

Subject: RE: The Bank of New York Mellon v. Lanier, Case No 2013-CP-32-01709; Topics for 30(b) 6 Motion

Judge Spence,

No, I was just keeping you in the loop and reminding Ms. Caskey that you had requested that we work together to achieve the one deposition I requested some time ago. If we still don't get far down that road, I'll put in a formal request for your assistance in doing what needs to be done to get a subpoena issued for my deponent once we find out where she's located.

Thanks,

Cathy Lanier

From: SPENCE, JAMES [mailto:JSPENCE@lex-co.com]

Sent: Monday, January 26, 2015 1:00 PM

To: Cathy Lanier; Caskey, Mary

Cc: FAIRCLOTH, GAIL

Subject: RE: The Bank of New York Mellon v. Lanier, Case No 2013-CP-32-01709; Topics for 30(b) 6 Motion

Please review for me- I've read- I don't think it requires a response...thanks

From: Cathy Lanier [mailto:Cathy@tsisc.com]

Sent: Monday, January 26, 2015 12:37 PM

To: Caskey, Mary

Cc: SPENCE, JAMES

Subject: RE: The Bank of New York Mellon v. Lanier, Case No 2013-CP-32-01709; Topics for 30(b) 6 Motion

Ms. Caskey,

I have reviewed the ramifications of filing a 30(b)6 motion to depose the organization that is named in the lawsuit, Bank of New York Mellon (BNYM). Taking into consideration your comment after the hearing held last Tuesday, that the deponents would be from "Chase," and not BNYM, I can find nothing in the laws to support bringing in an unnamed party to a case at this stage of the game, and can find no reason to support all of us going to the trouble and expense to bring in multiple people who will all, if they are employees of "Chase" rather than BNYM, be objected to and rejected by me. Therefore, I will not be putting in a 30(b)6 motion unless you can assure me that there will be a bona-fide employee of the Plaintiff, BNYM, that has first-hand knowledge of the payment records for the subject loan, and a bona-fide employee of the Plaintiff, BNYM that has first-hand knowledge of the administration of, rules/laws that apply to, and status of the trust into which the subject loan was sold.

During this entire case, I have asked to depose only one person, Ms. Medina Dzaferovic. After noting that in my discovery responses to your client months ago, I had asked the Clerk's staff how to go about deposing an out-of-state person, and they recommended I ask Judge Spence for assistance. In a status conference back in the summer when Ms. Farr was handling the case for you, I did just that and Judge Spence indicated that the easiest course would be just to work that out between the parties, indicating that your party should make her

available to me for a telephone or in-person deposition. Since that time, I have requested her address and information about her availability so we could set up a deposition, but have not received any response. Because of that, I will be requesting of Judge Spence the authority to have a subpoena sent to the state where Ms. Dzaferovic lives or works, but I do require her contact information so we can determine the appropriate location of the deposition. Once we know the appropriate location, I will do the legwork to find a video-deposition firm that can facilitate the deposition so that Ms. Dzaferovic will not have to travel to SC.

Also, at the hearing last Tuesday, you referred to a response sent to me in August and held up a document that appeared to be many pages long that you indicated was a payment record from your client, BNYM. I have searched through my documents and can only find a response in August that contained just a few pages – nothing like the document you held up. Can you please send me an electronic version of the exhibits you claim were sent to me with the August response amending your discovery responses? Upon inspection of the payment history, it may be possible that I would like to take a deposition of someone from BNYM to discuss the payment history. It also may be possible that I do not need to depose anyone on this issue and only need to depose Ms. Dzoferovic. The sooner I can get a copy of the documents, the sooner I can determine whether a deposition is necessary.

Thank you for your time.

Cathy Lanier

RECEIVED
FEDERAL BUREAU OF INVESTIGATION
U.S. DEPARTMENT OF JUSTICE
WASHINGTON, D.C. 20535
OCT 17 1991
10:15 AM

STATE OF SOUTH CAROLINA)
COUNTY OF LEXINGTON)
The Bank of New York Mellon, f/k/a)
The Bank of New York as successor-in-)
Interest to JPMorgan Chase Bank, N.A.)
As successor-in-interest by merger to)
Bank One, N.A. as Trustee for Structured)
Asset Mortgage Investments Inc.,)
Mortgage Pass-Through Certificates,)
Series 2002-AR4,)
Plaintiff,)
Vs.)
Cathy G. Lanier; Branch Banking and)
Trust Company; Regions Bank,)
Defendants.)

IN THE COURT OF COMMON PLEAS
11TH JUDICIAL CIRCUIT

CASE NO.: 2013-CP-32-01709

DEFENDANT'S RESPONSE TO
PLAINTIFF'S MEMORANDUM
IN OPPOSITION TO MOTION TO
DEPOSE MEDINA DZAFEROVIC

FILED
2013-08-29
CLERK OF COURT
11TH JUDICIAL CIRCUIT
SOUTH CAROLINA

Defendant Cathy G. Lanier (Defendant) has requested to depose Medina Dzaferovic or a similarly placed trust manager employed by Plaintiff with first-hand knowledge of the rules and regulations, as well as current status of the trust, related to the trust into which the Subject Loan was sold in 2002. Ms. Dzaferovic's name is clearly listed in trust-related documents uncovered by Defendant during her research when these documents were not provided to her by Plaintiff after numerous requests for them. Plaintiff continues to offer depositions and testimony of other personnel, not directly employed by Plaintiff, rather than assisting in the deposition of this one person that could well, in the period of under an hour, provide the information related to standing and capacity that has been pursued since the beginning of this case.

Plaintiff's attorneys stand behind one state statute in their assertion of standing, claiming that they possess the right to foreclose based on possession of the original note. Defendant has challenged this assertion, and as of yet, no proof of their holding the original note has been produced, and the burden of proof to provide that proof is on Plaintiff.

This is not the only issue related to standing, however, in this case. Plaintiff failed to provide any documentation with their complaint that would prove they had standing or possession of even a copy of the note indorsed to them, at the time the Complaint was filed. That is the standard by which standing is assessed – the Plaintiff must have standing as of the time the Complaint was filed. That proof must be provided with the Complaint to meet that requirement. There were no exhibits attached to the initial Complaint, therefore this case should have been dismissed due to lack of evidence of standing from the very beginning.

But in the current discussion, Plaintiff has failed to recognize The Supremacy Clause, which is the provision in Article Six, Clause 2 of the United States Constitution that establishes the United States Constitution, federal statutes, and treaties as "the supreme law of the land." It provides that these are the highest form of law in the United States legal system, and mandates that all state judges must follow federal law when a conflict arises between federal law and either a state constitution or state law of any state.

The Securities and Exchange Commission (SEC) was established by the Securities Act of 1933, and has two basic objectives:

Require that investors receive financial and other significant information concerning securities being offered for public sale; and

Prohibit deceit, misrepresentations and other fraud in the sale of securities.

Since that time these concepts have been renewed and strengthened, first on July 30, 2002 when President Bush signed into law the Sarbanes-Oxley Act of 2002. The Act mandated a number of reforms to enhance corporate responsibility, enhance financial disclosures and combat corporate and accounting fraud.

The second strengthening occurred on July 21, 2010 when President Obama signed into law the Dodd-Frank Wall Street Reform and Consumer Protection Act. This legislation set out to

reshape the U.S. regulatory systems in a number of areas including but not limited to consumer protection, trading restrictions, credit ratings, regulation of financial products, corporate governance and disclosure, and transparency.

By the very nature of the Securities Act and the subsequent reforms, those engaging in the business of the implementation and execution of trusts in this country are regulated at the federal level by the SEC, and the documents (prospectuses and pooling and servicing agreements, etc.) that are filed to set up these trusts with the SEC serve as the governing agreements. They must not only match with federal law and SEC regulations, but, in the case of real estate mortgage investment conduits (REMICs) must comply with the Internal Revenue Code, another federally-regulated body.

Due to the Supremacy Clause, those very specific governing documents would have precedence over state law and even any unspecific federal law when there is a conflict. The more specific law controls, so the trust documents that are regulated by federal law would control in this case. Defendant is merely asking this court to allow the deposition of an individual who she believes will be able to decipher the terms in the prospectus and pooling and servicing agreement pertaining to the trust into which the subject loan was sold. That will provide the answer to the question asked from the very beginning of this case, as to whether or not the named Plaintiff has standing and/or capacity to bring a foreclosure action on behalf of this trust.

According to the prospectus and pooling and servicing agreements of the trust into which the subject loan was sold, the Trustee is not afforded any rights to collections or foreclosure. These agreements detail the specific duties of each defined role in the trust, and unless authority is given within these duties, that authority does not exist. See Exhibit A for the specific Duties of the Trustee. As is clear, the Trustee's role is to oversee the trust as a whole – any act seen as relating to a specific mortgage or loan contained in the trust, would make the Trustee liable for negligent action. If the Trustee were authorized to participate in collections or foreclosures, it would be

spelled out in this section of the document, but those rights are afforded to another member of the managers of the trust, and that entity is not named (and actually is no longer in existence, again with no chain of title to place those responsibilities with any other entity that may be claiming to have filled that role now). The Plaintiff's relationship to this trust, as spelled out in those same agreements, is as the Trustee (See Exhibit B), as claimed by this lawsuit, even though there does not appear to be any valid chain of title removing that role from Bank One, N.A. and assigning, selling or otherwise transferring those rights to Plaintiff. Either the wrong Plaintiff has brought this action, or this Plaintiff has brought a fraud upon the court by claiming rights and claims to which it is not entitled or authorized to pursue.

The IRS Regulations governing REMIC trusts must also be considered. 26 U.S. Code § 860 pertains to these trusts. To summarize this section, it says that these trusts are afforded certain tax advantages as long as they are operated according to their governing agreements (i.e. prospectuses, pooling and servicing agreements, etc.), but that any violations of these agreements results in a 100% tax penalty for all net income realized from the trust. This means that for every investor in a given trust, if the Trustee were to mishandle the trust and operate outside its governing documents, those investors would owe 100% of their net income from the trust to the IRS. Since the trust documents hold the Trustee responsible for any mishandling of the trust, the Trustee would then be liable for reimbursing these investors their losses. It does not take a lot of higher thought processes to realize that a Trustee would never knowingly violate its trust documents, knowing that they would be likely attacked by an "angry mob" or the lawsuit equivalent of such. There have been numerous cases in New York State that have not only found these Trustees guilty of trust agreement violations, but have fined the banks and put their officers behind bars. This Defendant is assessing options to participate in just such a class action case to bring these crimes to light.

In fact, in another case with which this Defendant is associated, it was discovered that the named Plaintiff, also the Trustee of the trust in which that loan is held, had no idea that a lawsuit had been launched in its name. Exhibit C is the letter received by this Defendant from US Bank in response to a Qualified Written Request sent to Plaintiff after a Complaint had been filed in the name of US Bank. It is clear that this bank's corporate-level Vice President considers this issue somewhat of a "tar baby" and is making every effort to ensure anyone associated with this case, or who may be observing for whatever reason, that they, as Trustee, would not be allowed to single out any particular mortgage in the trust and act upon it, for any activity, much less a collections action or foreclosure. He denies any knowledge of a lawsuit brought in the name of his bank, and indicates that (according to his trust agreements) the Plaintiff would have to be the servicer, and not the Trustee. He realizes the penalties that would befall his bank were they to break the rules of the trust, and is making every effort to deny their involvement in the case.

This letter is provided as an example of the similar penalties that would befall Bank of New York Mellon were it to attempt to bring a foreclosure action on any of the individual mortgages in the trust. The actions of Plaintiff's attorneys indicate that, in all likelihood, Bank of New York Mellon is not even aware that a case has been filed on its behalf. Deposing Ms. Dzaferovic would expose exactly what these attorneys do not want divulged to Bank of New York Mellon, which explains the tremendous amount of push-back to prevent a 20-30 minute deposition, to be conducted at the expense of Defendant, and for which Ms. Dzaferovic will likely be able to participate during a lunch break without even having to leave her office.

In fact, the method by which Plaintiff has described how the Lanier loan was placed into the trust, many years after the trust closing date, and after the loan was purportedly in default, would also trigger the penalties described in 26 U.S. Code § 860F. Specifically, section (a)(1) states "there is hereby imposed for each taxable year of a REMIC a tax equal to 100 percent of the net income

derived from prohibited transactions. Section (2) discusses the term "prohibited transactions"

which means:

(A) Disposition of qualified mortgage

The disposition of any qualified mortgage transferred to the REMIC other than a disposition pursuant to—

(i) the substitution of a qualified replacement mortgage for a qualified mortgage (or the repurchase in lieu of substitution of a defective obligation).

The Pooling and Servicing Agreement for the trust outlines the Federal Income Tax Considerations (see Exhibit D) by which the trust must operate. It defines a qualified mortgage versus an unqualified one. Without outlining the details of this lengthy section, it defines a mortgage in default as unqualified. Therefore, the assignment documents filed with Lexington County are not only fraudulent because the actual assignment would have happened years before, prior to the closing date of the trust, but it would have been impossible to transfer a defaulted mortgage into the trust without causing the trust to commit a prohibited transaction, thereby triggering the 100% tax penalty to all investors. This issue is also mimicked in the trust's prospectus (See Exhibit E).

The cases mentioned in New York State prosecute based on New York Trust Law:

Chapter 17- B § 7-2.4 Act of trustee in contravention of trust

If the trust is expressed in the instrument creating the estate of the trustee, every sale, conveyance or other act of the trustee in contravention of the trust, except as authorized by this article and by any other provision of law, is void.

New York Estates Powers and Trusts Law § 7-2.1

(c), property must be registered in the name of the trustee for a particular trust in order for transfer to the trustee to be effective.

Clearly there has been no valid registration of the property in the name of the Trustee in this case, as the only assignment on record is an invalid (and likely illegal) one that took place roughly ten (10) years past the allowable deadline of moving properties into the trust.

This Defendant has pointed out numerous times that there is no valid chain of title placing her loan into this trust, and there is also no valid chain of title placing Bank of New York Mellon into the role of the Trustee. There must be, on record with the SEC and other government entities, a clear sales, assignment or transfer record to make valid the changing of entities named in trust documents and assigned to the initial roles. Failure to follow those procedures would also represent a mishandling of the trust by the Trustee or its appointee in the interim of a change. Defendant has been unable to locate any of these sales agreements or assignments or transfers placing Bank of New York Mellon into the role of Trustee in the first place, providing even further evidence as to why Plaintiff's attorney is making such a strong effort to quash a short deposition with an actual employee of their named Plaintiff. There appears to be a massive cover-up taking place, in addition to all the other named violations.

Further Section 860G of the IRS Code states the following:

(d) Tax on contributions after startup date

(1) In general

Except as provided in paragraph (2), if any amount is contributed to a REMIC after the startup day, there is hereby imposed a tax for the taxable year of the REMIC in which the contribution is received equal to 100 percent of the amount of such contribution.

Plaintiff's assertion that an assignment occurred roughly ten (10) years past the startup day of the trust also violates this section of the IRS Code, resulting in the same 100% tax penalty. Keep in mind these tax penalties apply to all tax years in which there was a prohibited transaction identified, therefore, it is retroactive and would include further penalties and interest on the taxes owed for perhaps the full period of time the trust existed, had the activities required to result in the standing of this Plaintiff to bring this action, actually occurred. One would doubt Bank of New York Mellon would want to be exposed to those liabilities.

In Plaintiff's attorney's memorandum, she has answered the question to the standing issue clearly. The deposition of Ms. Dzaferovic clearly addresses whether or not Plaintiff has the right to

foreclose, and the answer, if consistent with trust documents and federal law, is that Ms. Dzaferovic will have to answer that they do not have the right to foreclose. Defendant believes this explains why there is such rigorous push-back from Plaintiff on this deposition. Defendant believes the other depositions offered by Plaintiff would be a waste of time, as there does not appear to be a single employee of the actual Plaintiff that would be called. As appears to be the case in Defendant's case with US Bank, Defendant wonders if, in fact, the named Plaintiff to this action even has knowledge that they have been included in this lawsuit, since they have failed to answer any inquiries by Defendant, and all such inquiries and other data received in discovery have come from other entities.

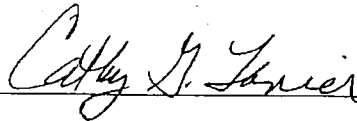
Should this Court still determine that this Plaintiff has standing, even in light of all this evidence to the contrary, Defendant respectfully requests an Order specifically outlining how and why these considerations with the SEC Regulations and the IRS Code do not apply or matter in this case. A clear and concise statement related to these federal laws will be necessary for Defendant to pursue options with the IRS and SEC to ensure that Plaintiff is prevented from breaking laws, and to ensure that it receives the proper tax penalties and sanctions applied to the trustee, the trust and its investors.

Additionally, the matter of standing is based on the standing held at the time the lawsuit was filed. There were no documents attached to the Complaint showing a note, mortgage, any endorsements or allonges. It has been established that assignments recorded just before the Complaint was filed were improper, done for the benefit of litigation, and likely illegal, since the actual assignment from the loan originator into the trust occurred more than ten (10) years prior to those newly recorded assignments, and the trust would prohibit any further assignments into it past roughly 120 days from the trust's closing date of October 31, 2002 (see Exhibit F). Certainly any transfer of a delinquent loan would be prohibited (see Exhibit G). Therefore, the note, mortgage,

allonge (with or without any indorsements) and other documents produced after the filing of the Complaint could have been created after the date of the Complaint, indicating that there was no proof of standing as of the date of the Complaint. Standing cannot be acquired after the suit is filed.

Of course, there is, as Plaintiff's attorney has stated, the additional matter of whether or not the Plaintiff can establish the amount owed, if any, by Defendant. Defendant has performed an analysis based upon the (admitted by Plaintiff) complete and finite data provided by Plaintiff, and has discovered numerous discrepancies. She is in the process of having her CPA provide a certified analysis of this same data. Upon receipt of that certified analysis, Defendant will be happy to provide the results to this Court, which may result in there being no need to depose Ms. Dzaferovic, as the standing issue would become moot if Plaintiff is unable to prove the amount of the debt. Due to the fact that we are in the midst of tax season, and her CPA is not able to devote full attention to the analysis at present, Defendant requests that further action on this case be delayed until that analysis is available. The results of that analysis will be presented with an affidavit, or in-person testimony of Defendant's CPA if that is preferred.

Respectfully submitted,



CATHY G LANIER, Pro Se

Cathy G. Lanier
172 Belle Chase Drive
Lexington, SC 29072
803-315-3636
803-359-7031 (fax)
cathy@tsisc.com
Pro Se

Lexington, SC
April 9, 2015

FILED
CLERK
LEXINGTON
SOUTH CAROLINA

2015 APR -9 PM 2:29

Exhibit A

DUTIES OF THE TRUSTEE

The trustee will not make any representations as to the validity or sufficiency of the Agreement, the securities or of any assets or related documents. If no event of default (as defined in the related Agreement) has occurred, the trustee is required to perform only those duties specifically required of it under the Agreement. Upon receipt of the various certificates, statements, reports or other instruments required to be furnished to it, the trustee is required to examine them to determine whether they are in the form the related Agreement requires. However, the trustee will not be responsible for the accuracy or content of any such documents furnished to it by the securityholders or the master servicer under the Agreement.

The trustee may be held liable for its own negligent action or failure to act, or for its own misconduct. However, the trustee will not be personally liable with respect to any action it takes, suffers or omits to take in good faith in accordance with the direction of the securityholders following an event of default. The trustee is not required to expend or risk its own funds or otherwise incur any financial liability in the performance of any of its duties under the Agreement, or in the exercise of any of its rights or powers, if it has reasonable grounds for believing that repayment of such funds or adequate indemnity against such risk or liability is not reasonably assured to it.

RESIGNATION OF THE TRUSTEE

The trustee may, upon written notice to us, resign at any time. If the trustee resigns we will be obligated to use our best efforts to appoint a successor trustee. If no successor trustee has been appointed and has accepted the appointment within the period specified in the Agreement after the giving of such notice of resignation, the resigning trustee may petition any court of competent jurisdiction for appointment of a successor trustee. The trustee may also be removed at any time:

- o if the trustee ceases to be eligible to continue as such under the Agreement,
- o if the trustee becomes insolvent,
- o if the trustee becomes incapable of acting, or
- o by the securityholders evidencing over 51% of the aggregate voting rights of the securities in the trust fund upon written notice to the trustee and to us.

For any resignation or removal of the trustee and appointment of a successor trustee to be effective, the successor trustee must accept the appointment.

AMENDMENT

The parties to each Agreement may amend such Agreement, without the consent of any of the securityholders:

- o to cure any ambiguity;
- o to correct any defective provisions or to correct or supplement any provision in the Agreement;
- o to comply with any changes in the Internal Revenue Code of 1986, as amended; or
- o to make any other revisions with respect to matters or questions arising under the Agreement which are not inconsistent with the Agreement, provided that such action will not have a material adverse effect on the interests of any securityholder.

Statements contained herein which do not relate to historic or current information may be deemed to contain forward looking statements within the meaning of Section 27A of the Securities Act of 1933, as amended. Actual results may differ materially from those contained in those statements.

The Seller's principal offices are located at 383 Madison Avenue, New York, New York 10179 and its telephone number is (212) 272-2000.

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Exhibit B

<PAGE>

SUMMARY OF TERMS

This summary highlights selected information appearing in greater detail elsewhere in this Prospectus Supplement and in the accompanying Prospectus. To understand the offering, you should carefully read the entire Prospectus Supplement and Prospectus. You can find the location of the meaning assigned to capitalized terms used but not defined in this summary in the Index of Principal Definitions herein.

Issuer.....Structured Asset Mortgage Investments Trust
2002-AR4, also referred to as the "trust."

Seller.....Structured Asset Mortgage Investments,
Inc., or "SAMI."

Mortgage Loan Seller.....EMC Mortgage Corporation, an affiliate of
the seller.

Master Servicer.....Wells Fargo Bank Minnesota, National
Association.

Servicer.....Alliance Mortgage Company.

Trustee Bank One, National Association.

Securities Administrator.....Wells Fargo Bank Minnesota, National
Association.

Cut-off Date.....October 1, 2002.

Closing Date.....On or about October 31, 2002.

The Certificates

Title.....Structured Asset Mortgage Investments
Trust, Mortgage Pass-Through Certificates,
Series 2002-AR4. The trust will issue the
certificates pursuant to a pooling and
servicing agreement to be dated as of the
Cut-off Date among EMC Mortgage
Corporation, the master servicer, the
securities administrator, the seller and
the trustee.

SUMMARY OF TERMS

This summary highlights selected information appearing in greater detail elsewhere in this Prospectus Supplement and in the accompanying Prospectus. To understand the offering, you should carefully read the entire Prospectus Supplement and Prospectus. You can find the location of the meaning assigned to capitalized terms used but not defined in this summary in the Index of Principal Definitions herein.

Issuer..... Structured Asset Mortgage Investments Trust 2002-AR4, also referred to as the "trust."

Seller Structured Asset Mortgage Investments, Inc., or "SAMI."

Mortgage Loan Seller..... EMC Mortgage Corporation, an affiliate of the seller.

Master Servicer..... Wells Fargo Bank Minnesota, National Association.

Servicer..... Alliance Mortgage Company.

Trustee Bank One, National Association.

Securities Administrator Wells Fargo Bank Minnesota, National Association.

Cut-off Date..... October 1, 2002.

Closing Date On or about October 31, 2002.

The Certificates

<i>Title</i>	Structured Asset Mortgage Investments Trust, Mortgage Pass-Through Certificates, Series 2002-AR4. The trust will issue the certificates pursuant to a pooling and servicing agreement to be dated as of the Cut-off Date among EMC Mortgage Corporation, the master servicer, the securities administrator, the seller and the trustee.

Offered Certificates The classes of certificates in the approximate principal amounts or notional amounts set forth on the cover page hereto. The offered certificates have pass-through rates as follows:

- The Class A-1 Certificates will bear interest at a variable pass-through rate equal to the least of (i) One-Month LIBOR plus a margin initially equal to 0.42%, (ii) 11.00% per annum and (iii) the weighted average of the net rates of the mortgage loans. On the first distribution date following the first possible optional termination date, the related margin will increase to 0.84%. The pass-through rate with respect to the first interest accrual period is expected to be approximately 2.25% per annum.
- The Class R-I and Class R-II Certificates will bear interest at a variable pass-through rate equal to the weighted average of the net rates of the mortgage loans. The pass-through rate with respect to the first interest accrual period is expected to be approximately 3.49% per annum.



All of us serving you®

FP-MN-WS3D
60 Livingston Avenue
St. Paul, MN 55107

Exhibit C

November 14 2012

Ms. Cathy G. Lanier
172 Belle Chase Drive
Lexington, SC 29072

RE: Notice to Agent is Notice to Principal/Notice to Principal is Notice to Agent regarding the property located at 172 Belle Chase Drive, Lexington SC 29072

Dear Ms. Lanier:

U.S. Bank National Association ("U.S. Bank") is in receipt of your correspondence with regard to the above referenced property. Please be advised your mortgage is owned by the J.P. Morgan Acquisition Corp. 2006-WMC1, Asset Backed Pass-Through Certificates, Series 2006-WMC1, (JPMAC 2006-WMC1) which is a mortgage-backed securitization trust ("Trust") for which U.S. Bank National Association acts as Trustee.

Please note the fact the JPMAC 2006-WMC1 Trust is the owner of your mortgage, not U.S. Bank, as Trustee. JPM Chase, as Servicer, is the agent of the trust with delegated responsibility under the trust documents for dealing with each individual mortgage loan, and as such is the entity that has taken all action regarding your property. As Trustee, U.S. Bank is not refusing to provide the information you have requested, the Trustee simply does not have the information to provide to you. The requested information should be available through JPM Chase, as the servicing entity for your property.

The mortgage is held in the Trust and governed by the terms of the pooling and servicing agreement for the Trust. U.S. Bank is neither the mortgagor nor the servicer of this mortgage. JPM Chase is the servicer for your mortgage. All actions related to your mortgage would have been done by JPM Chase as servicer. U.S. Bank, as Trustee, would not have been aware of any actions or proceedings taken by the servicer. JPM Chase has the knowledge to respond to your specific questions regarding matters concerning your individual property. Please note that U.S. Bank does not have control over the servicer. The servicer is an independent, third party company and is not affiliated with U.S. Bank in any way. You should continue to work with the servicer regarding this matter.

U.S. Bank forwarded your correspondence to JPM Chase. U.S. Bank has requested they review your situation and provide a response to you and U.S. Bank. You may contact Ann Stankiewicz (ph: 312-732-6149) or ann.stankiewicz@chase.com at JPM Chase with any questions you have concerning this matter.

U.S. Bank does not acknowledge your correspondence as satisfaction or settlement of the debt owed, nor do we acknowledge that your correspondence has any legal significance or that it forms the basis for any contract or agreement. Your account is governed by your loan documents and the Trust's governing documents. You are advised that the statements contained within your correspondence in no way alter or change the nature or terms of your loan documents and your contractual obligation to repay the balance owed on the account in full is neither discharged nor forgiven. Insofar as they relate to U.S. Bank, U.S. Bank disagrees with your legal assertions and will not be producing the requested documents.

U.S. Bank regrets the inconvenience you have experienced in connection with this matter.


Michael D. Bengtson
Assistant Vice President
U. S. Bank National Association

the appointment by the successor Securities Administrator.

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Exhibit D

<PAGE>

FEDERAL INCOME TAX CONSIDERATIONS

Upon the issuance of the Offered Certificates, Greenberg Traurig, LLP, counsel to the Seller, will deliver its opinion generally to the effect that, assuming compliance with all provisions of the Agreement, for federal income tax purposes, the Trust Fund (other than the Carryover Shortfall Reserve Fund) will qualify as two REMICs under the Internal Revenue Code of 1986 (the "Code"). The Certificates (other than the Residual Certificates) will represent regular interests in a REMIC and are herein referred to as the "Regular Certificates" or the "REMIC Regular Certificates." The Class A-1, Class A-2, Class B-1, Class B-2 and Class B-3 Certificates also will represent the right to receive payments in respect of Shortfall Carryover Amounts, which shall not be an entitlement from any REMIC but from the Carryover Shortfall Reserve Fund. The Class X Certificates also will represent the obligation to make payments in respect of Shortfall Carryover Amounts, which shall not be an interest in any REMIC but a contractual obligation of the holder of the Class X Certificates. The Class R-I and Class R-II Certificates will be designated as the residual interest in each REMIC and are herein referred to as the "Residual Certificates" or the "REMIC Residual Certificates". All Certificateholders are advised to see "Federal Income Tax Consequences" in the Prospectus for a discussion of the anticipated federal income tax consequences of the purchase, ownership and disposition of the REMIC Regular Certificates and the REMIC Residual Certificates.

Because the Regular Certificates will be considered to represent regular interests in a REMIC, they generally will be taxable as debt obligations under the Code, and interest paid or accrued on the Regular Certificates, including original issue discount with respect to any Regular Certificates issued with original issue discount, will be taxable to Certificateholders in accordance with the accrual method of accounting, regardless of their usual method of accounting. It is anticipated that, for federal income tax purposes, the Interest Only Certificates, the Class B-2 Certificates and the Class B-3 Certificates may, and the remaining Offered Certificates that are Regular Certificates will not, be issued with original issue discount. See "Federal Income Tax Consequences--REMIC Regular Securities--Original Issue Discount" in the Prospectus. The Internal Revenue Service, or IRS, has issued OID regulations under Sections 1271 to 1275 of the Code generally addressing the treatment of debt instruments issued with original issue discount (the "OID Regulations"). All purchasers of REMIC Regular Certificates are urged to consult their tax advisors for advice regarding the effect, in any, of the original issue discount provisions and regulations on the purchase of the Regular Certificates. The prepayment assumption that will be used in determining the rate of accrual of original issue discount with respect to the Certificates is 25% CPR. The prepayment assumption represents a rate of payment of unscheduled principal on a pool of mortgage loans, expressed as an annualized percentage of the outstanding principal balance of such mortgage loans at the beginning of each period. See "Yield and Prepayment Considerations--Prepayment Model" herein for a description of the prepayment assumption model used herein. However, no representation is made as to the rate at which prepayments actually will occur.

In certain circumstances the OID Regulations permit the holder of a debt instrument to recognize original issue discount under a method that differs from that used by the issuer. Accordingly, it is possible that the holder of a Regular Certificate may be able to select a method for recognizing original issue discount that differs from that used by the Trustee in preparing reports to the Certificateholders and the IRS.

Certain Classes of the Offered Certificates that are Regular Certificates may be treated for federal income tax purposes as having been issued at a premium. Whether any holder of such a Class of Certificates will be treated as holding a certificate with amortizable bond premium will depend on such Certificateholder's purchase price and the distributions remaining to be made on such Certificate at the time of its acquisition by such Certificateholder. Holders of such Classes of Certificates should consult their tax advisors regarding the possibility of making an election to amortize such premium. See "Federal Income Tax Consequences--REMIC Regular Certificates--Original Issue Discount" and "--Premium" in the Prospectus.

Each holder of a Class A-1, Class A-2, Class B-1, Class B-2 and Class B-3 Certificate is deemed to own an undivided beneficial ownership interest in two assets, a REMIC regular interest and the right to receive payments in respect of the Carryover Shortfall Amount. Each holder of a Class X Certificate is deemed to own an undivided beneficial ownership interest in a REMIC regular interest and the obligation to make payments in respect of the Carryover Shortfall Amount. Under the REMIC regulations, each holder of Class A-1, Class A-2, Class B-1, Class

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B-2 and Class B-3 Certificates must allocate its purchase price for such certificates between its undivided interest in the related REMIC regular interest and its undivided interest in the right to receive payments in respect of the Carryover Shortfall Amount, in accordance with the relative fair market values thereof; and, in computing its purchase price for its Class X Certificates, each holder of a Class X Certificate must take into account its share of the amounts so allocated by the holders of Class A-1, Class A-2, Class B-1, Class B-2 and Class B-3 Certificates to the right to receive payments in respect of the Carryover Shortfall Amount. For tax reporting purposes, the Underwriter estimates that the right to receive, and the obligation to pay, the Carryover Shortfall Amount has a de minimis value. The OID Regulations provide that an issuer's allocation of the issue price is binding on all holders unless the holder explicitly discloses on its tax return that its allocation is different from the trust's allocation. Under the REMIC regulations, the Trustee is required to account for each REMIC regular interest and the right to receive (or the obligation to make) payments in respect of the Carryover Shortfall Amount as discrete property rights (or obligations). Holders of the Class X Certificates will be treated for federal income tax purposes as receiving all amounts deposited into the Carryover Shortfall Reserve Fund and as paying such amounts to holders of the Class A-1, Class A-2, Class B-1, Class B-2 and Class B-3 Certificates in respect of the Carryover Shortfall Amount. In addition, holders of the Class X Certificates will be treated for federal income tax purposes as receiving the amounts allocable by holders of the Class A-1, Class A-2, Class B-1, Class B-2 and Class B-3 Certificates to the right to receive payments in respect of the Carryover Shortfall Amount.

The Trustee shall treat payments made to the holders of the Class A-1, Class A-2, Class B-1, Class B-2 and Class B-3 Certificates with respect to the Carryover Shortfall Amount in accordance with the tax regulations relating to notional principal contracts. It is possible that the right to receive payments in respect of the Carryover Shortfall Amount could be treated as a partnership among the holders of the Class A-1, Class A-2, Class B-1, Class B-2 and Class B-3 Certificates and the Class X Certificates in respect of the Class X Certificateholders' entitlement to distributions from REMIC II (as defined in the Agreement), in which case holders of the Class A-1, Class A-2, Class B-1, Class B-2, Class B-3 and Class X Certificates potentially would be subject to different timing of income and foreign holders of such Certificates could be subject to withholding in respect of any related Carryover Shortfall Amount. It is unclear what tax rules govern payments in respect of the Carryover Shortfall Amount, and holders of Class A-1, Class A-2, Class B-1, Class B-2, Class B-3 and Class X Certificates are advised to consult their own tax advisors regarding the consequences of the arrangements with respect to the Carryover Shortfall Reserve Fund and payments of the Carryover Shortfall Amount on their allocation or computation of issue price, timing, character and source of income and deductions. U.S. Treasury Department regulations have been promulgated under Section 1275 of the Code generally providing for the integration of a "qualifying debt instrument" with a hedge if the combined cash flows of the components are substantially equivalent to the cash flows on a variable rate debt instrument. However, such regulations specifically disallow integration of debt instruments subject to Section 1272(a)(6) of the Code. Therefore, holders of the Class A-1, Class A-2, Class B-1, Class B-2, Class B-3 and Class X Certificates will be unable to use the integration method provided for under such regulations with respect to such Certificates.

In the event that the right to receive, and the obligation to pay, the Carryover Shortfall Amount is characterized as a "notional principal contract" for federal income tax purposes, holders of the Class A-1, Class A-2, Class B-1, Class B-2 and Class B-3 Certificates will be entitled to amortize, and holders of the Class X Certificates will be required to include in income, the separate price paid for the right to receive the Carryover Shortfall Amount, in each case under the notional principal contract regulations. Further, upon the sale of a Class A-1, Class A-2, Class B-1, Class B-2, Class B-3 or Class X Certificate, the amount allocated to the selling Certificateholder's right to receive, or obligation to make, payments in respect of the Carryover Shortfall Amount would be considered a "termination payment" under the notional principal contract regulations allocable to such Certificate. A Class X Certificateholder would have gain or loss from a termination of the obligation to make such payments equal to the amount of any termination payment it paid or is deemed to have paid in connection with the transfer of the Class X Certificate less the unamortized portion of any amount received, or deemed received, by the Certificateholder in respect of its obligation to make payments in respect of the Carryover Shortfall Amount. Gain or loss realized upon the termination of the right to receive payments in respect of the Carryover Shortfall Amount may be treated as capital gain or loss.

With respect to the Class A-1, Class A-2, Class B-1, Class B-2 and Class B-3 Certificates, this paragraph applies exclusive of any rights, and with respect to the Class X Certificates, exclusive of any obligation, in respect of the Carryover Shortfall Amounts. The Offered Certificates will be treated as assets described in Section 7701(a)(19)(C) of the Code and "real estate assets" under Section 856(c)(4)(A) of the Code generally in the same

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proportion that the assets of the Trust would be so treated. In addition, interest on the Offered Certificates will be treated as "interest on obligations secured by mortgages on real property" under Section 856(c)(3)(B) of the Code generally to the extent that such Offered Certificates are treated as "real estate assets" under Section 856(c)(4)(A) of the Code. Moreover, the Offered Certificates will be "qualified mortgages" within the meaning of Section 860G(a)(3) of the Code. However, prospective investors in Offered Certificates that will be generally treated as assets described in Section 860G(a)(3) of the Code should note that, notwithstanding such treatment, any repurchase of such a Certificate pursuant to the right of the Master Servicer or the Seller to repurchase such Offered Certificates may adversely affect any REMIC that holds such Offered Certificates if such repurchase is made under circumstances giving rise to a Prohibited Transaction Tax. See "Pooling and Servicing Agreement--Termination" in this Prospectus Supplement and "Material Federal Income Tax Consequences" in the Prospectus.

The holders of the Offered Certificates will be required to include in income interest on their Certificates in accordance with the accrual method of accounting. As noted above, each holder of a Class A-1, Class A-2, Class B-1, Class B-2 or Class B-3 Certificate will be required to allocate a portion of the purchase price paid for its Certificates to the right to receive payments in respect of Carryover Shortfall Amounts. The value of the right to receive any such Carryover Shortfall Amounts is a question of fact which could be subject to differing interpretations. Because the Carryover Shortfall Amount is treated as a separate right of the Class A-1, Class A-2, Class B-1, Class B-2 and Class B-3 Certificates not payable by any REMIC and a separate obligation of the Class X Certificateholders, such right (or obligation) will not be treated as a qualifying asset for any such Certificateholder that is a mutual savings bank, domestic building and loan association, real estate investment trust, or real estate mortgage investment conduit, and any amounts received in respect of Carryover Shortfall Amounts will not be qualifying real estate income for real estate investment trusts.

SPECIAL TAX CONSIDERATIONS APPLICABLE TO RESIDUAL CERTIFICATES

The Residual Certificates generally will not be treated as evidences of indebtedness for federal income tax purposes. Instead, the Residual Certificates will be treated as residual interests in each REMIC, representing rights to the taxable income or net loss of each REMIC. Holders of the Residual Certificates will be required to report and will be taxed on their pro rata share of such income or loss, and such reporting requirements will continue until there are no Certificates of any Class outstanding, even though holders of Residual Certificates previously may have received full payment of any stated interest and principal. The taxable income of holders of the Residual Certificates attributable to the Residual Certificates may exceed any principal and interest payments received by such Certificateholders during the corresponding period, which would result in a negligible (or even negative) after-tax return, in certain circumstances. Furthermore, because the tax on income may exceed the cash distributions with respect to the earlier accrual periods of the term of the REMIC, Residual Certificateholders should have other sources of funds sufficient to pay any federal income taxes due in the earlier years of the REMIC's term as a result of their ownership of the Residual Certificates.

Exhibit E

Comprehensive Environmental Response Compensation and Liability Act, as amended, and possibly under state law in certain states, a secured party which takes a deed in lieu of foreclosure or purchases a mortgaged property at a foreclosure sale may become liable in certain circumstances for the costs of a remedial action ("Cleanup Costs") if hazardous wastes or hazardous substances have been released or disposed of on the property. Such Cleanup Costs may be substantial. It is possible that such costs could become a liability of the trust fund and reduce the amounts otherwise distributable to the securityholders if a mortgaged property securing a mortgage loan became the property of the trust fund in certain circumstances and if such Cleanup Costs were incurred. Moreover, certain states by statute impose a priority lien for any Cleanup Costs incurred by such state on the property that is the subject of such Cleanup Costs (a "Superlien"). In such states, even prior recorded liens are subordinated to Superliens. In these states, the security interest of the trustee in a property that is subject to a Superlien could be adversely affected.

FEDERAL INCOME TAX CONSEQUENCES

GENERAL

This section sets forth (1) the federal income tax opinion of Stroock & Stroock & Lavan LLP and Thacher, Proffitt & Woods, each our, federal tax counsel, described below regarding the federal income tax status of the entity issuing the securities and the federal income tax characterization of such securities, and (2) a summary, based on the advice of our federal tax counsel, of the material federal income tax consequences of the purchase, ownership and disposition of securities. The summary focuses primarily upon investors who will hold securities as "capital assets" (generally, property held for investment) within the meaning of Section 1221 of the Internal Revenue Code of 1986, as amended, but much of the discussion is applicable to other investors as well. Because tax consequences may vary based on the status or tax attributes and the individual circumstances or special treatment under the income tax laws of the owner of a security, we urge you to consult your own tax advisers concerning the federal, state, local and any other tax consequences of the purchase, ownership and disposition of securities. For purposes of this tax discussion (except with respect to information reporting, or where the context indicates otherwise), any reference to the "holder" means the beneficial owner of a security.

The summary is based upon the provisions of the Code, the regulations promulgated under the Code, including, where applicable, proposed regulations, and the judicial and administrative rulings and decisions now in effect, all of which are subject to change or possible differing interpretations. The statutory provisions, regulations, and interpretations on which this interpretation is based are subject to change, and such a change could apply retroactively.

The federal income tax consequences with respect to a series of securities to holders will vary depending on whether:

- (1) an election is made to treat the trust fund (or certain assets of the trust fund) relating to a particular series of securities as a REMIC under the Code;
- (2) an election is made to treat the trust fund (or certain assets of the trust fund) as a financial asset securitization investment trust ("FASIT") under the Code;
- (3) for federal income tax purposes the trust fund is classified as a grantor trust;
- (4) for federal income tax purposes the trust fund is classified as a partnership or is disregarded as an entity separate from its owner;
- (5) the securities represent an ownership interest for federal income tax purposes in some or all of the assets included in the trust fund for a series; and/or

(6) the securities of a series are classified as indebtedness for federal income tax purposes.

The prospectus supplement for each series of securities will specify how the securities will be treated for federal income tax purposes and will discuss whether a REMIC or FASIT election, if any, will be made with respect to such series.

REMIC AND FASIT ELECTIONS

Under the Code, an election may be made with respect to each trust fund related to a series of securities to treat such trust fund or certain assets of such trust fund as a REMIC or a FASIT. The prospectus supplement for each series of securities will indicate whether a REMIC or a FASIT election will be made with respect to the related trust fund. To the extent provided in the prospectus supplement for a series, holders may also have the benefit of a reserve account and of certain agreements (each, a "Yield Supplement Agreement") under which payment will be made from the reserve account or under the Yield Supplement Agreement if interest accrued on the mortgage loans at their specified interest rates is insufficient to pay interest on the securities of such series (a "Basis Risk Shortfall").

REMIC SECURITIES

GENERAL. REMIC securities are securities (or the interests composing securities) of a series with respect to which a REMIC election will be made. If a REMIC election with respect to a trust fund is to be made, the prospectus supplement will designate the securities of such series or the interests composing such securities as "regular interests" ("REMIC regular securities"), which where the context so requires includes a reference to each interest composing a security where such interest has been designated as a regular interest, in lieu of such securities, in the REMIC (within the meaning of Section 860G(a)(1) of the Code) or as the residual interest in the REMIC ("REMIC residual securities") (within the meaning of Section 860G(a)(2) of the Code). With respect to each series of REMIC securities, the trustee will agree in the Agreement to elect to treat the related trust fund or certain assets of such trust fund as a REMIC. Qualification as a REMIC requires ongoing compliance with certain conditions. Upon the issuance of each series of REMIC securities, federal tax counsel will deliver its opinion that, with respect to each series of REMIC securities for which a REMIC election is to be made, under then existing law, and assuming a proper and timely REMIC election and ongoing compliance with the provisions of the Agreement and applicable provisions of the Code and applicable Treasury regulations, the related trust fund or certain assets of such trust fund will be a REMIC and the REMIC securities will be considered to evidence ownership of "regular interests" or "residual interests" within the meaning of the REMIC provisions of the Code.

ALLOCATION OF PURCHASE PRICE. To the extent the prospectus supplement for a series so provides, holders of REMIC regular securities who are entitled to payments from the reserve account in the event of a Basis Risk Shortfall will be required to allocate their purchase price between their beneficial ownership interests in the related REMIC regular interests and Yield Supplement Agreements, and will be required to report their income realized with respect to each, calculated taking into account such allocation. In general, such allocation would be based on the respective fair market values of the REMIC regular interests and the related Yield Supplement Agreements on the date of purchase of the related REMIC regular security. However, a portion of the purchase price of a REMIC regular security should be allocated to accrued but unpaid interest. No representation is or will be made as to the fair market value of the Yield Supplement Agreements or the relative values of the REMIC regular interests and the Yield Supplement Agreements, upon initial issuance of the related REMIC regular securities or at any time thereafter. Holders of REMIC regular securities are advised to consult their own advisors concerning the determination of such fair market values. Under the applicable Agreement, holders of applicable REMIC regular securities will agree that, for federal income tax purposes, they will be treated as owners of the respective regular interests and of the corresponding Yield Supplement Agreement.

STATUS OF REMIC SECURITIES. REMIC securities (other than the portion attributable to any Yield Supplement Agreements) will be "real estate assets" for purposes of Section 856(c)(4)(A) of the Code and assets described in Section 7701(a)(19)(C) of the Code (assets qualifying under one or both of those sections, applying each section separately, "qualifying assets") to the extent that the REMIC's assets are qualifying assets. However, if at least 95 percent of the REMIC's assets are qualifying assets, then 100 percent of the REMIC securities (other than the portion attributable to Yield Supplement Agreements) will be qualifying assets. Similarly, income on the REMIC securities will be treated as "interest on obligations secured by mortgages on real property" within the meaning of Section 856(c)(3)(B) of the Code, subject to the limitations of the preceding two sentences. In addition to the mortgage assets, the REMIC's assets will include payments on the mortgage assets held pending distribution to holders of REMIC securities, amounts in reserve accounts (if any), other credit enhancements (if any), and possibly buydown funds ("buydown funds"). The prospectus supplement will indicate whether the mortgage assets will be qualifying assets under the foregoing sections of the Code. The regulations under Sections 860A through 860G of the Code (the "REMIC Regulations") treat credit enhancements as part of the mortgages or pool of mortgages to which they relate, and therefore credit enhancements generally should be qualifying assets. Regulations issued in conjunction with the REMIC Regulations provide that amounts paid on the mortgage assets and held pending distribution to holders of REMIC securities ("cash flow investments") will be treated as qualifying assets. Treasury regulations do not address whether amounts in a reserve account or buydown funds would also constitute qualifying assets. The prospectus supplement for each series will indicate (if applicable) that it has buydown funds. The REMIC securities will not be "residential loans" for purposes of the residential loan requirement of Section 593(g)(4)(B) of the Code.

TIERED REMIC STRUCTURES

For certain series of securities, two or more separate elections may be made to treat designated portions of the related trust fund as REMICs, known as "Tiered REMICs," for federal income tax purposes. Upon the issuance of any such series of securities, federal tax counsel will deliver its opinion that, assuming compliance with all provisions of the related Agreement and applicable provisions of the Code and applicable Treasury regulations and rulings, the Tiered REMICs will each qualify under then existing law as a REMIC and the REMIC securities issued by the Tiered REMICs, respectively, will be considered to evidence ownership of "regular interests" or "residual interests" in the related REMIC within the meaning of the REMIC provisions of the Code.

Solely for purposes of determining whether the REMIC securities (other than the portion attributable to Yield Supplement Agreements) will be "real estate assets" within the meaning of Section 856(c)(4)(A) of the Code, and assets described in Section 7701(a)(19)(C) of the Code, and whether the income on such securities is interest described in Section 856(c)(3)(B) of the Code, the Tiered REMICs will be treated as one REMIC.

REMIC REGULAR SECURITIES

CURRENT INCOME ON REMIC REGULAR SECURITIES-GENERAL. Except as this prospectus otherwise indicates, the REMIC regular securities will be treated for federal income tax purposes (but not necessarily for accounting or other purposes) as debt instruments that are issued by the REMIC on the date of issuance of the REMIC regular securities and not as beneficial interests in the REMIC or the REMIC's assets. Holders of REMIC regular securities who would otherwise report income under a cash method of accounting will be required to report income with respect to REMIC regular securities under an accrual method.

Payments of interest on REMIC regular securities may be based on a fixed rate, a variable rate as permitted by the REMIC Regulations, or may consist of a specified portion of the interest payments on qualified mortgages where such portion does not vary during the period the REMIC regular security is

outstanding. The definition of a variable rate for purposes of the REMIC Regulations is based on the definition of a qualified floating rate for purposes of the rules governing original issue discount set forth in Sections 1271 through 1275 of the Code and the Regulations thereunder (the "OID Regulations") with certain modifications and permissible variations. See "--Current Income on REMIC Regular Securities--Original Issue Discount" and "--Variable Rate REMIC Regular Securities" below, for a discussion of the definition of a qualified floating rate for purposes of the OID Regulations. In contrast to the OID Regulations, for purposes of the REMIC Regulations, a qualified floating rate excludes any multiple of a qualified floating rate (also excluding multiples of qualified floating rates that themselves would constitute qualified floating rates under the OID Regulations), and the characterization of a variable rate that is subject to a cap, floor or similar restriction as a qualified floating rate for purposes of the REMIC Regulations will not depend upon the OID Regulations relating to caps, floors, and similar restrictions. See "--Current Income on REMIC Regular Securities--Original Issue Discount" and "--Variable Rate REMIC Regular Securities" below for discussion of the OID Regulations relating to caps, floors and similar restrictions. A qualified floating rate, as defined above for purposes of the REMIC Regulations (a "REMIC qualified floating rate"), qualifies as a variable rate for purposes of the REMIC Regulations if such REMIC qualified floating rate is set at a "current rate" as defined in the OID Regulations. In addition, a rate equal to the highest, lowest or an average of two or more REMIC qualified floating rates qualifies as a variable rate for REMIC purposes. A REMIC regular security may also have a variable rate based on a weighted average of the interest rates on some or all of the qualified mortgages held by the REMIC where each qualified mortgage taken into account has a fixed rate or a variable rate that is permissible under the REMIC Regulations. Further, a REMIC regular security may have a rate that is the product of a REMIC qualified floating rate or a weighted average rate and a fixed multiplier, is a constant number of basis points more or less than a REMIC qualified floating rate or a weighted average rate, or is the product, plus or minus a constant number of basis points, of a REMIC qualified floating rate or a weighted average rate and a fixed multiplier. An otherwise permissible variable rate for a REMIC regular security, described above, will not lose its character as such because it is subject to a floor or a cap, including a "funds available cap" as that term is defined in the REMIC Regulations. Lastly, a REMIC regular security will be considered as having a permissible variable rate if it has a fixed or otherwise permissible variable rate during one or more payment or accrual periods and different fixed or otherwise permissible variable rates during other payment or accrual periods.

ORIGINAL ISSUE DISCOUNT. REMIC regular securities of certain series may be issued with "original issue discount" within the meaning of Section 1273(a) of the Code. Holders of REMIC regular securities issued with original issue discount generally must include original issue discount in gross income for federal income tax purposes as it accrues, in advance of receipt of the cash attributable to such income, under a method that takes account of the compounding of interest. The Code requires that information with respect to the original issue discount accruing on any REMIC regular security be reported periodically to the Internal Revenue Service and to certain categories of holders of such REMIC regular securities.

Each trust fund will report original issue discount, if any, to the holders of REMIC regular securities based on the OID Regulations. OID Regulations concerning contingent payment debt instruments do not apply to the REMIC regular securities.

The OID Regulations provide that, in the case of debt instruments such as REMIC regular securities, (1) the amount and rate of accrual of original issue discount will be calculated based on a reasonable assumed prepayment rate (the "Prepayment Assumption"), and (2) adjustments will be made in the amount and rate of accrual of such discount to reflect differences between the actual prepayment rate and the Prepayment Assumption. The method for determining the appropriate assumed prepayment rate will eventually be set forth in Treasury regulations, but those regulations have not yet been issued. The applicable legislative history indicates, however, that such regulations will provide that the assumed

prepayment rate for securities such as the REMIC regular securities will be the rate used in pricing the initial offering of the securities. The prospectus supplement for each series of REMIC regular securities will specify the Prepayment Assumption, but no representation is made that the REMIC regular securities will, in fact, prepay at a rate based on the Prepayment Assumption or at any other rate.

In general, a REMIC regular security will be considered to be issued with original issue discount if its stated redemption price at maturity exceeds its issue price. Except as discussed below under "--Payment Lag REMIC Regular Securities; Initial Period Considerations," and "--Qualified Stated Interest," and in the case of certain REMIC regular securities having variable interest rates and accrual securities, the stated redemption price at maturity of a REMIC regular security is its principal amount. The issue price of a REMIC regular security is the initial offering price to the public (excluding bond houses and brokers) at which a substantial amount of the class of REMIC regular securities is sold. The issue price will be reduced if any portion of such price is allocable to a related Yield Supplement Agreement.

Notwithstanding the general definition of original issue discount, such discount will be considered to be zero for any REMIC regular security on which such discount is less than 0.25% of its stated redemption price at maturity multiplied by its weighted average life. The weighted average life of a REMIC regular security apparently is computed for purposes of this de minimis rule as the sum, for all distributions included in the stated redemption price at maturity of the REMIC regular security, of the amounts determined by multiplying (1) the number of complete years (rounding down for partial years) from the Closing Date to the date on which each such distribution is expected to be made, determined under the Prepayment Assumption, by (2) a fraction, the numerator of which is the amount of such distribution and the denominator of which is the REMIC regular security's stated redemption price at maturity. The OID Regulations provide that holders will include any de minimis original issue discount ratably as payments of stated principal are made on the REMIC regular securities.

The holder of a REMIC regular security issued with original issue discount must include in gross income the sum of the "daily portions" of such original issue discount for each day during its taxable year on which it held such REMIC regular security. In the case of an original holder of a REMIC regular security, the daily portions of original issue discount are determined first by calculating the portion of the original issue discount that accrued during each period (an "accrual period") that begins on the day following a distribution date (or in the case of the first such period, begins on the Closing Date) and ends on the next succeeding distribution date. The original issue discount accruing during each accrual period is then allocated ratably to each day during such period to determine the daily portion of original issue discount for that day.

The portion of the original issue discount that accrues in any accrual period will equal the excess, if any, of (1) the sum of (A) the present value, as of the end of the accrual period, of all of the distributions to be made on the REMIC regular security, if any, in future periods and (B) the distributions made on the REMIC regular security during the accrual period that are included in such REMIC regular security's stated redemption price at maturity, over (2) the adjusted issue price of such REMIC regular security at the beginning of the accrual period. The present value of the remaining distributions referred to in the preceding sentence will be calculated assuming that the REMIC regular securities will be prepaid in future periods at a rate computed in accordance with the Prepayment Assumption and using a discount rate equal to the original yield to maturity of the REMIC regular securities. For these purposes, the original yield to maturity of the REMIC regular securities will be calculated based on their issue price and assuming that the REMIC regular securities will be prepaid in accordance with the Prepayment Assumption. The adjusted issue price of a REMIC regular security at the beginning of any accrual period will equal the issue price of such REMIC regular security, increased by the portion of the original issue discount that has accrued during prior accrual periods, and reduced by the amount of any distributions made on such REMIC regular security in prior accrual periods that were included in such REMIC regular security's stated redemption price at maturity.

The daily portions of original issue discount may increase or decrease depending on the extent to which the actual rate of prepayments diverges from the Prepayment Assumption. If original issue discount accruing during any accrual period computed as described above is negative, it is likely that a holder will be entitled to offset such amount only against positive original issue discount accruing on such REMIC regular security in future accrual periods (or, possibly, preceding accrual periods). Such a holder may be entitled to deduct a loss to the extent that its remaining basis would exceed the maximum amount of future payments to which such holder is entitled. However, Treasury regulations do not address this issue.

A subsequent holder that purchases a REMIC regular security issued with original issue discount at a cost that is less than its remaining stated redemption price at maturity will also generally be required to include in gross income, for each day on which it holds such REMIC regular security, the daily portions of original issue discount with respect to the REMIC regular security, calculated as described above. However, if (1) the excess of the remaining stated redemption price at maturity over such cost is less than (2) the aggregate amount of such daily portions for all days after the date of purchase until final retirement of such REMIC regular security, then such daily portions will be reduced proportionately in determining the income of such holder.

QUALIFIED STATED INTEREST. Interest payable on a REMIC regular security which qualifies as "qualified stated interest" for purposes of the OID Regulations will not be includable in the stated redemption price at maturity of the REMIC regular security. If the interest on a REMIC regular security does not constitute "qualified stated interest," the REMIC regular security will have original issue discount. Interest payments will not qualify as qualified stated interest unless the interest payments are "unconditionally payable." The OID Regulations state that interest is unconditionally payable if reasonable legal remedies exist to compel timely payment, or the debt instrument otherwise provides terms and conditions that make the likelihood of late payment (other than a late payment that occurs within a reasonable grace period) or nonpayment of interest a remote contingency, as defined in the OID Regulations. Treasury regulations do not address whether the terms and conditions of the mortgage assets underlying the REMIC regular securities or the terms and conditions of the REMIC regular securities are considered when determining whether the likelihood of late payment or nonpayment of interest is a remote contingency. Any terms or conditions that do not reflect arm's length dealing or that the holder does not intend to enforce are not considered.

PREMIUM. A purchaser of a REMIC regular security that purchases such REMIC regular security at a cost greater than its remaining stated redemption price at maturity will be considered to have purchased such REMIC regular security at a premium, and may, under Section 171 of the Code, elect to amortize such premium under a constant yield method over the life of the REMIC regular security. The Prepayment Assumption is probably taken into account in determining the life of the REMIC regular security for this purpose. Except as provided in regulations, amortizable premium will be treated as an offset to interest income on the REMIC regular security.

PAYMENT LAG REMIC REGULAR SECURITIES; INITIAL PERIOD CONSIDERATIONS. Certain REMIC regular securities will provide for distributions of interest based on a period that is the same length as the interval between distribution dates but ends prior to each distribution date. Any interest that accrues prior to the Closing Date may be treated under the OID Regulations either (1) as part of the issue price and the stated redemption price at maturity of the REMIC regular securities or (2) as not included in the issue price or the stated redemption price. The OID Regulations provide a special application of the de minimis rule for debt instruments with long first accrual periods where the interest payable for the first period is at a rate which is effectively less than that which applies in all other periods. In such cases, for the sole purpose of determining whether original issue discount is de minimis, the OID Regulations provide that the stated redemption price is equal to the instrument's issue price plus the

greater of the amount of foregone interest or the excess (if any) of the instrument's stated principal amount over its issue price.

VARIABLE RATE REMIC REGULAR SECURITIES. Under the OID Regulations, REMIC regular securities paying interest at a variable rate (a "variable rate REMIC regular security") are subject to special rules. A variable rate REMIC regular security will qualify as a "variable rate debt instrument" if:

1. its issue price does not exceed the total noncontingent principal payments due under the variable rate REMIC regular security by more than a specified de minimis amount;
2. it provides for stated interest, paid or compounded at least annually, at (a) one or more qualified floating rates, (b) a single fixed rate and one or more qualified floating rates, (c) a single objective rate or (d) a single fixed rate and a single objective rate that is a qualified inverse floating rate; and
3. it does not provide for any principal payments that are contingent, as defined in the OID Regulations, except as provided in (1), above. Because the OID Regulations relating to contingent payment debt instruments do not apply to REMIC regular interests, principal payments on the REMIC regular securities should not be considered contingent for this purpose.

A "qualified floating rate" is any variable rate where variations in the value of such rate can reasonably be expected to measure contemporaneous variations in the cost of newly borrowed funds in the currency in which the variable rate REMIC regular security is denominated. A multiple of a qualified floating rate will generally not itself constitute a qualified floating rate for purposes of the OID Regulations. However, a variable rate equal to (1) the product of a qualified floating rate and a fixed multiple that is greater than 0.65 but not more than 1.35 or (2) the product of a qualified floating rate and a fixed multiple that is greater than 0.65 but not more than 1.35, increased or decreased by a fixed rate will constitute a qualified floating rate for purposes of the OID Regulations. In addition, under the OID Regulations, two or more qualified floating rates that can reasonably be expected to have approximately the same values throughout the term of the variable rate REMIC regular security will be treated as a single qualified floating rate (a "Presumed Single Qualified Floating Rate"). Two or more qualified floating rates with values within 25 basis points of each other as determined on the variable rate REMIC regular security's issue date will be conclusively presumed to be a Presumed Single Qualified Floating Rate. Notwithstanding the foregoing, a variable rate that would otherwise constitute a qualified floating rate, but which is subject to one or more restrictions such as a cap or floor, will not be a qualified floating rate for purposes of the OID Regulations unless the restriction is fixed throughout the term of the variable rate REMIC regular security or the restriction is not reasonably expected as of the issue date to significantly affect the yield of the variable rate REMIC regular security.

An "objective rate" is a rate that is not itself a qualified floating rate but which is determined using a single fixed formula and which is based upon objective financial or economic information. The OID Regulations also provide that other variable rates may be treated as objective rates if the Internal Revenue Service so designates in the future. An interest rate on a REMIC regular security that is the weighted average of the interest rates on some or all of the qualified mortgages held by the REMIC should constitute an objective rate. Despite the foregoing, a variable rate of interest on a variable rate REMIC regular security will not constitute an objective rate if it is reasonably expected that the average value of such rate during the first half of the variable rate REMIC regular security's term will be either significantly less than or significantly greater than the average value of the rate during the final half of the variable rate REMIC regular security's term. Further, an objective rate excludes a rate that is based on information that is within the control of the issuer (or a party related to the issuer) or that is unique to the circumstances of the issuer (or a party related to the issuer). An objective rate will qualify as a "qualified

inverse floating rate" if such rate is equal to a fixed rate minus a qualified floating rate and variations in the rate can reasonably be expected to inversely reflect contemporaneous variations in the qualified floating rate. The OID Regulations also provide that if a variable rate REMIC regular security provides for stated interest at a fixed rate for an initial period of less than one year followed by a variable rate that is either a qualified floating rate or an objective rate and if the variable rate on the variable rate REMIC regular security's issue date is intended to approximate the fixed rate, then the fixed rate and the variable rate together will constitute either a single qualified floating rate or objective rate, as the case may be (a "Presumed Single Variable Rate"). If the value of the variable rate and the initial fixed rate are within 25 basis points of each other as determined on the variable rate REMIC regular security's issue date, the variable rate will be conclusively presumed to approximate the fixed rate.

For variable rate REMIC regular securities that qualify as a "variable rate debt instrument" under the OID Regulations and provide for interest at either a single qualified floating rate, a single objective rate, a Presumed Single Qualified Floating Rate or a Presumed Single Variable Rate throughout the term (a "single variable rate REMIC regular security"), original issue discount is computed as described above in "--Current Income on REMIC Regular Securities--Original Issue Discount" based on the following: (1) stated interest on the single variable rate REMIC regular security which is unconditionally payable in cash at least annually will constitute qualified stated interest; (2) by assuming that the variable rate on the single variable rate REMIC security is a fixed rate equal to: (a) in the case of a single variable rate REMIC regular security with a qualified floating rate or a qualified inverse floating rate, the value, as of the issue date, of the qualified floating rate or the qualified inverse floating rate or (b) in the case of a single variable rate REMIC regular security with an objective rate (other than a qualified inverse floating rate), a fixed rate which reflects the reasonably expected yield for such single variable rate REMIC regular security; and (3) the qualified stated interest allocable to an accrual period is increased (or decreased) if the interest actually paid during an accrual period exceeds (or is less than) the interest assumed to be paid under the assumed fixed rate described in (2), above.

In general, any variable rate REMIC regular security other than a single variable rate REMIC regular security (a "multiple variable rate REMIC regular security") that qualifies as a "variable rate debt instrument" will be converted into an "equivalent" fixed rate debt instrument for purposes of determining the amount and accrual of original issue discount and qualified stated interest on the multiple variable rate REMIC regular security. The OID Regulations generally require that such a multiple variable rate REMIC regular security be converted into an "equivalent" fixed rate debt instrument by substituting any qualified floating rate or qualified inverse floating rate provided for under the terms of the multiple variable rate REMIC regular security with a fixed rate equal to the value of the qualified floating rate or qualified inverse floating rate, as the case may be, as of the multiple variable rate REMIC regular security's issue date. Any objective rate (other than a qualified inverse floating rate) provided for under the terms of the multiple variable rate REMIC regular security is converted into a fixed rate that reflects the yield that is reasonably expected for the multiple variable rate REMIC regular security. (A multiple variable rate REMIC regular security may not bear more than one objective rate.) In the case of a multiple variable rate REMIC regular security that qualifies as a "variable rate debt instrument" and provides for stated interest at a fixed rate in addition to either one or more qualified floating rates or a qualified inverse floating rate, the fixed rate is initially converted into a qualified floating rate (or a qualified inverse floating rate, if the multiple variable rate REMIC regular security provides for a qualified inverse floating rate). Under such circumstances, the qualified floating rate or qualified inverse floating rate that replaces the fixed rate must be such that the fair market value of the multiple variable rate REMIC regular security as of the multiple variable rate REMIC regular security's issue date is approximately the same as the fair market value of an otherwise identical debt instrument that provides for either the qualified floating rate or qualified inverse floating rate rather than the fixed rate. Subsequent to converting the fixed rate into either a qualified floating rate or a qualified inverse floating rate, the multiple variable rate REMIC

regular security is then converted into an "equivalent" fixed rate debt instrument in the manner described above.

Once the multiple variable rate REMIC regular security is converted into an "equivalent" fixed rate debt instrument pursuant to the foregoing rules, the amounts of original issue discount and qualified stated interest, if any, are determined for the "equivalent" fixed rate debt instrument by applying the original issue discount rules to the "equivalent" fixed rate debt instrument in the manner described above in "Current Income on REMIC Regular Securities--Original Issue Discount." A holder of the multiple variable rate REMIC regular security will account for such original issue discount and qualified stated interest as if the holder held the "equivalent" fixed rate debt instrument. In each accrual period, appropriate adjustments will be made to the amount of qualified stated interest or original issue discount assumed to have been accrued or paid with respect to the "equivalent" fixed rate debt instrument if such amounts differ from the actual amount of interest accrued or paid on the multiple variable rate REMIC regular security during the accrual period.

If a variable rate REMIC regular security does not qualify as a "variable rate debt instrument" under the OID Regulations, then the variable rate REMIC regular security would be treated as a contingent payment debt obligation. The manner in which a variable rate REMIC regular security would be taxed if such REMIC regular security were treated as a contingent payment debt obligation is not governed by the OID Regulations relating to contingent payment debt obligations which do not apply to REMIC regular interests and Treasury regulations do not otherwise address this point.

INTEREST-ONLY REMIC REGULAR SECURITIES. The trust fund intends to report income from interest-only REMIC regular securities to the Internal Revenue Service and to holders of interest-only REMIC regular securities based on the assumption that the stated redemption price at maturity is equal to the sum of all payments determined under the Prepayment Assumption. As a result, such interest-only REMIC regular securities will be treated as having original issue discount.

MARKET DISCOUNT. A holder that acquires a REMIC regular security at a market discount (that is, a discount that exceeds any unaccrued original issue discount) will recognize gain upon receipt of a principal distribution, regardless of whether the distribution is scheduled or is a prepayment. In particular, the holder of a REMIC regular security will be required to allocate that principal distribution first to the portion of the market discount on such REMIC regular security that has accrued but has not previously been includable in income, and will recognize ordinary income to that extent. In general terms, unless Treasury regulations when issued provide otherwise, market discount on a REMIC regular security may be treated, at the election of the holder of the REMIC regular security, as accruing either (1) under a constant yield method, taking into account the Prepayment Assumption, or (2) in proportion to accruals of original issue discount (or, if there is no original issue discount, in proportion to stated interest at the interest rate).

In addition, a holder may be required to defer deductions for a portion of the holder's interest expense on any debt incurred or continued to purchase or carry a REMIC regular security purchased with market discount. The deferred portion of any interest deduction would not exceed the portion of the market discount on the REMIC regular security that accrues during the taxable year in which such interest would otherwise be deductible and, in general, would be deductible when such market discount is included in income upon receipt of a principal distribution on, or upon the sale of, the REMIC regular security. The Code requires that information necessary to compute accruals of market discount be reported periodically to the Internal Revenue Service and to certain categories of holders of REMIC regular securities.

Notwithstanding the above rules, market discount on a REMIC regular security will be considered to be zero if such discount is less than 0.25% of the remaining stated redemption price at

maturity of such REMIC regular security multiplied by its weighted average remaining life. Weighted average remaining life presumably is calculated in a manner similar to weighted average life (described above under "--Current Income on REMIC Regular Securities--Original Issue Discount"), taking into account distributions (including prepayments) before the date of acquisition of such REMIC regular security by the subsequent purchaser. If market discount on a REMIC regular security is treated as zero under this rule, the actual amount of such discount must be allocated to the remaining principal distributions on such REMIC regular security in proportion to the amounts of such principal distributions, and when each such distribution is made, gain equal to the discount, if any, allocated to the distribution will be recognized.

ELECTION TO TREAT ALL INTEREST UNDER THE CONSTANT YIELD RULES. The OID Regulations provide that the holder of a debt instrument issued after April 4, 1994 may elect to include in gross income all interest that accrues on such debt instrument using the constant yield method. For purposes of this election, interest includes stated interest, original issue discount, and market discount, as adjusted to account for any premium. Holders of REMIC regular securities should consult their own tax advisors regarding the availability or advisability of such an election.

SINGLE-CLASS REMICS. In the case of "single-class REMICs," certain expenses of the REMIC will be allocated to the holders of the REMIC regular securities. The deductibility of such expenses may be subject to certain limitations.

SALES OF REMIC REGULAR SECURITIES. If a REMIC regular security is sold, the seller will recognize gain or loss equal to the difference between the amount realized on the sale and its adjusted basis in the REMIC regular security. A holder's adjusted basis in a REMIC regular security generally equals the cost of the REMIC regular security to the holder, increased by income the holder reported with respect to the REMIC regular security and reduced (but not below zero) by distributions on the REMIC regular security the holder received and by amortized premium. Except as indicated in the next two paragraphs, any such gain or loss generally will be capital gain or loss provided the REMIC regular security is held as a capital asset.

Gain from the sale of a REMIC regular security that might otherwise be capital gain will be treated as ordinary income to the extent that such gain does not exceed the excess, if any, of (1) the amount that would have been includable in the seller's income with respect to the REMIC regular security had income accrued thereon at a rate equal to 110% of "the applicable federal rate" (generally, an average of current yields on Treasury securities), determined as of the date of purchase of the REMIC regular security, over (2) the amount actually includable in the seller's income. In addition, gain recognized on the sale of a REMIC regular security by a seller who purchased the REMIC regular security at a market discount would be taxable as ordinary income in an amount not exceeding the portion of such discount that accrued during the period the REMIC regular security was held by such seller, reduced by any market discount includable in income under the rules described above under "--Current Income on REMIC Regular Securities--Market Discount."

REMIC regular securities will be "evidences of indebtedness" within the meaning of Section 582(c)(1) of the Code, so that gain or loss recognized from a sale of a REMIC regular security by a bank or other financial institution to which such section applies would be ordinary income or loss.

TERMINATION. The REMIC will terminate, if not earlier, shortly following the REMIC's receipt of the final payment in respect of the underlying qualified mortgages. The last distribution on a REMIC regular security should be treated as a payment in full retirement of a debt instrument.

TAX TREATMENT OF YIELD SUPPLEMENT AGREEMENTS

Whether a holder of a REMIC regular security of a series will have a separate contractual right to payments under a Yield Supplement Agreement, and the tax treatment of such payments, if any, will be addressed in the related prospectus supplement.

REMIC RESIDUAL SECURITIES

Because the REMIC residual securities will be treated as "residual interests" in the REMIC, each holder of a REMIC residual security will be required to take into account its daily portion of the taxable income or net loss of the REMIC for each day during the calendar year on which it holds its REMIC residual security. The daily portion is determined by allocating to each day in a calendar quarter a ratable portion of the taxable income or net loss of the REMIC for that quarter and allocating such daily amounts among the holders on such day in proportion to their holdings. All income or loss of the REMIC taken into account by a holder of a REMIC residual security must be treated as ordinary income or loss as the case may be. Income from residual interests is "portfolio income" which cannot be offset by "passive activity losses" in the hands of individuals or other persons subject to the passive loss rules. The Code also provides that all residual interests must be issued on the REMIC's startup day and designated as such. For this purpose, "startup day" means the day on which the REMIC issues all of its regular and residual interests, and under the REMIC Regulations may, in the case of a REMIC to which property is contributed over a period of up to ten consecutive days, be any day the REMIC designates within such period.

The taxable income of the REMIC, for purposes of determining the amounts taken into account by holders of REMIC residual securities, is determined in the same manner as in the case of an individual, with certain exceptions. The accrual method of accounting must be used and the taxable year of the REMIC must be the calendar year. The basis of property contributed to the REMIC in exchange for regular or residual interests is its fair market value immediately after the transfer. The REMIC Regulations determine the fair market value of the contributed property by deeming it equal to the aggregate issue prices of all regular and residual interests in the REMIC.

A REMIC regular security will be considered indebtedness of the REMIC. Market discount on any of the mortgage assets the REMIC holds must be included in the income of the REMIC as it accrues, rather than being included in income only upon sale of the mortgage assets or as principal on the mortgage assets is paid. The REMIC is not entitled to any personal exemptions or to deductions for taxes paid to foreign countries and U.S. possessions, charitable contributions or net operating losses, or to certain other deductions to which individuals are generally entitled. Income or loss in connection with a "prohibited transaction" is disregarded.

As previously discussed, the timing of recognition of negative original issue discount, if any, on a REMIC regular security is uncertain. As a result, the timing of recognition of the related REMIC taxable income is also uncertain. The related REMIC taxable income may be recognized when the adjusted issue price of such REMIC regular security would exceed the maximum amount of future payments with respect to such REMIC regular security. However, Treasury regulations do not address this issue.

A REMIC residual security has a tax basis in its holder's hands that is distinct from the REMIC's basis in its assets. The tax basis of a REMIC residual security in its holder's hands will be its cost (i.e., the purchase price of the REMIC residual security), and will be reduced (but not below zero) by the holder's share of cash distributions and losses and increased by its share of taxable income from the REMIC.

If, in any year, cash distributions to a holder of a REMIC residual security exceed its share of the REMIC's taxable income, the excess will constitute a return of capital to the extent of the holder's basis in

its REMIC residual security. A return of capital is not treated as income for federal income tax purposes, but will reduce the tax basis of the holder in its REMIC residual security (but not below zero). If a REMIC residual security basis is reduced to zero, any cash distributions with respect to that REMIC residual security in any taxable year in excess of its share of the REMIC's income would be taxable to the holder as gain on the sale or exchange of its interest in the REMIC.

The losses of the REMIC taken into account by a holder of a REMIC residual security in any quarter may not exceed the holder's basis in its REMIC residual security. Any excess losses may be carried forward indefinitely to future quarters subject to the same limitation.

There is no REMIC counterpart to the partnership election under Code Section 754 to increase or decrease the partnership's basis in its assets by reference to the adjusted basis to subsequent partners of their partnership interest. Consequently, a subsequent purchaser of a REMIC residual security at a premium will not be able to use the premium to reduce its share of the REMIC's taxable income.

MISMATCHING OF INCOME AND DEDUCTIONS. The taxable income recognized by the holder of a REMIC residual security in any taxable year will be affected by, among other factors, the relationship between the timing of recognition of interest and discount income (or deductions for amortization of premium) with respect to qualified mortgages, on the one hand, and the timing of deductions for interest (including original issue discount) on the REMIC regular securities, on the other. In many cases, particularly if there are multiple classes of REMIC regular securities issued at different yields, and having different weighted average lives, taxable income recognized by the holders of REMIC residual securities may be greater than cash flow in earlier years of the REMIC (with a corresponding taxable loss or less taxable income than cash flow in later years). This may result from the fact that interest expense deductions, expressed as a percentage of the outstanding principal amount of the REMIC regular securities, will increase over time as the shorter term, lower yielding classes of REMIC regular securities are paid, whereas interest income from the mortgage assets may not increase over time as a percentage of the outstanding principal amount of the mortgage assets.

In the case of Tiered REMICs, the OID Regulations provide that the regular interests in the REMIC which directly owns the mortgage assets (the "Lower Tier REMIC") will be treated as a single debt instrument for purposes of the original issue discount provisions. Therefore, the trust fund will calculate the taxable income of Tiered REMICs by treating the Lower Tier REMIC regular interests as a single debt instrument.

EXCESS INCLUSIONS. Any "excess inclusions" with respect to a REMIC residual security will be subject to certain special rules. The excess inclusions with respect to a REMIC residual security are equal to the excess, if any, of its share of REMIC taxable income for the quarterly period over the sum of the daily accruals for such quarterly period. The daily accrual for any day on which the REMIC residual security is held is determined by allocating to each day in a quarter its allocable share of the product of (A) 120% of the long-term applicable federal rate (for quarterly compounding) that would have applied to the REMIC residual securities (if they were debt instruments) on the closing date under Section 1274(d)(1) of the Code and (B) the adjusted issue price of such REMIC residual securities at the beginning of a quarterly period. For this purpose, the adjusted issue price of such REMIC residual security at the beginning of a quarterly period is the issue price of such securities plus the amount of the daily accruals of REMIC taxable income for all prior quarters, decreased by any distributions made with respect to such securities before the beginning of such quarterly period.

The excess inclusions of a REMIC residual security may not be offset by other deductions, including net operating loss carryforwards, on a holder's return.

Statutory rules governing the relationship between excess inclusions and the alternative minimum tax provide that (1) the alternative minimum taxable income of a taxpayer is based on the taxpayer's regular taxable income computed without regard to the rule that taxable income cannot be less than the amount of excess inclusions, (2) the alternative minimum taxable income of a taxpayer for a taxable year cannot be less than the amount of excess inclusions for that year, and (3) the amount of any alternative minimum tax net operating loss is computed without regard to any excess inclusions.

If the holder of a REMIC residual security is an organization subject to the tax on unrelated business income imposed by Section 511 of the Code, the excess inclusions will be treated as unrelated business taxable income of such holder for purposes of Section 511 of the Code. In addition, the Code provides that under Treasury regulations, if a real estate investment trust - commonly referred to as a REIT - owns a REMIC residual security, to the extent excess inclusions of the REIT exceed its real estate investment trust taxable income (excluding net capital gains), the excess inclusions would be allocated among the shareholders of the REIT in proportion to the dividends the shareholders received from the REIT. Excess inclusions derived by regulated investment companies - referred to as RICs - common trust funds, and subchapter T cooperatives must be allocated to the shareholders of such entities using rules similar to those applicable to REITs. The Internal Revenue Service has not yet adopted or proposed such regulations as to REITs, RICs, or similar entities. A life insurance company cannot adjust its reserve with respect to variable contracts to the extent of any excess inclusion, except as provided in regulations.

The Internal Revenue Service has authority to promulgate regulations providing that if the aggregate value of the REMIC residual securities is not considered to be "significant," then the entire share of REMIC taxable income of a holder of a REMIC residual security may be treated as excess inclusions subject to the foregoing limitations. This authority has not been exercised to date.

PROHIBITED TRANSACTIONS. A REMIC is subject to tax at a rate of 100 percent on any net income it derives from "prohibited transactions." In general, "prohibited transaction" means the disposition of a qualified mortgage other than pursuant to specified exceptions, the receipt of income as compensation for services, the receipt of income from a source other than a qualified mortgage or certain other permitted investments, or gain from the disposition of an asset representing a temporary investment of payments on the qualified mortgages pending distribution on the REMIC securities. In addition, a tax is imposed on a REMIC equal to 100 percent of the value of certain property contributed to the REMIC after its "startup day." No REMIC in which interests are offered hereunder will accept contributions that would cause it to be subject to such tax. This provision will not affect a REMIC's ability in accordance with the Agreement to accept substitute mortgage assets or to sell defective mortgage assets.

A REMIC is subject to a tax (deductible from its income) on any "net income from foreclosure property" (determined in accordance with Section 857(b)(4)(B) of the Code as if the REMIC were a REIT).

The related prospectus supplement will indicate whether any tax described in the two preceding paragraphs that may be imposed on a trust fund initially would be borne by the REMIC residual securities in the related REMIC rather than by the REMIC regular securities.

DEALERS' ABILITY TO MARK TO MARKET REMIC RESIDUAL SECURITIES. Treasury regulations provide that all REMIC residual securities acquired on or after January 4, 1995 are not securities and cannot be marked to market pursuant to Section 475 of the Code.

TRANSFERS OF REMIC RESIDUAL SECURITIES

TAX ON DISPOSITION OF REMIC RESIDUAL SECURITIES. The sale of a REMIC residual security by a holder will result in gain or loss equal to the difference between the amount realized on the sale and the adjusted basis of the REMIC residual security.

If the seller of a REMIC residual security held the REMIC residual security as a capital asset, the gain or loss generally will be capital gain or loss. However, under Section 582(c) of the Code, the sale of a REMIC residual security by certain banks and other financial institutions will be considered a sale of property other than a capital asset, resulting in ordinary income or loss. Although the tax treatment with respect to a REMIC residual security that has unrecovered basis after all funds of the trust fund have been distributed is not addressed in Treasury regulations, under general tax principles, the holder would be entitled to claim a loss in the amount of the unrecovered basis.

The Code provides that, except as provided in Treasury regulations (which have not yet been issued), if a holder sells a REMIC residual security and acquires the same or other REMIC residual securities, residual interests in another REMIC, or any similar interests in a "taxable mortgage pool" (as defined in Section 7701(i) of the Code) during the period beginning six months before, and ending six months after, the date of such sale, such sale will be subject to the "wash sale" rules of Section 1091 of the Code. In that event, any loss the seller realized on the sale generally will not be currently deductible.

A tax is imposed on the transfer of any residual interest in a REMIC to a "disqualified organization." The tax is imposed on the transferor, or, where the transfer is made through an agent of the disqualified organization, on the agent. "Disqualified organizations" include for this purpose the United States, any State or political subdivision thereof, any foreign government, any international organization or agency or instrumentality of the foregoing (with an exception for certain taxable instrumentalities of the United States, of a State or of a political subdivision thereof), any rural electrical and telephone cooperative, and any tax-exempt entity (other than certain farmers' cooperatives) not subject to the tax on unrelated business income.

The amount of tax to be paid by the transferor on a transfer to a disqualified organization is equal to the present value of the total anticipated excess inclusions for periods after such transfer with respect to the interest transferred multiplied by the highest corporate rate of tax. The transferor (or agent, as the case may be) will be relieved of liability so long as the transferee furnishes an affidavit that it is not a disqualified organization and the transferor or agent lacks actual knowledge that the affidavit is false. Under the REMIC Regulations, an affidavit will be sufficient if the transferee furnishes (A) a social security number, and states under penalties of perjury that the social security number is that of the transferee, or (B) a statement under penalties of perjury that it is not a disqualified organization.

TREATMENT OF PAYMENTS TO A TRANSFEREE IN CONSIDERATION OF TRANSFER OF A REMIC RESIDUAL SECURITY. The preamble to the REMIC Regulations indicates that the Internal Revenue Service is considering the appropriate federal income tax consequences of any consideration paid to a transferee on a transfer of an interest in a REMIC residual security and has requested comments on this issue from tax practitioners. A transferee of such an interest should consult its own tax advisors.

RESTRICTIONS ON TRANSFER; HOLDING BY PASS-THROUGH ENTITIES. An entity or segregated pool of assets cannot qualify as a REMIC absent reasonable arrangements designed to ensure that (1) residual interests in such entity or segregated pool are not held by disqualified organizations and (2) the REMIC makes available information necessary to calculate the tax due on transfers to disqualified organizations (i.e., a computation of the present value of the excess inclusions). The governing instruments of a trust fund will contain provisions designed to ensure the foregoing, and any transferee of

a REMIC residual security must execute and deliver an affidavit stating that neither the transferee nor any person for whose account such transferee is acquiring the REMIC residual security is a disqualified organization. In addition, as to the requirement that reasonable arrangements be made to ensure that disqualified organizations do not hold a residual interest in the REMIC, the REMIC Regulations require that notice of the prohibition be provided either through a legend on the certificate that evidences ownership, or through a conspicuous statement in the prospectus or other offering document used to offer the residual interest for sale. As to the requirement that sufficient information be made available to calculate the tax on transfers to disqualified organizations (or the tax, discussed below, on pass-through entities, interests in which are held by disqualified organizations), the REMIC Regulations further require that such information also be provided to the Internal Revenue Service.

A tax is imposed on "pass-through entities" holding residual interests where a disqualified organization is a record holder of an interest in the pass-through entity. "Pass-through entity" is defined for this purpose to include RICs, REITs, common trust funds, partnerships, trusts, estates and subchapter T cooperatives. Except as provided in regulations, nominees holding interests in a "pass-through entity" for another person will also be treated as "pass-through entities" for this purpose. The tax is equal to the amount of excess inclusions allocable to the disqualified organization for the taxable year multiplied by the highest corporate rate of tax, and is deductible by the "pass-through entity" against the gross amount of ordinary income of the entity.

The Agreement provides that any attempted transfer of a beneficial or record interest in a REMIC residual security will be null and void unless the proposed transferee provides to the trustee an affidavit that such transferee is not a disqualified organization.

All partners of certain "electing large partnerships" having 100 or more number of partners will be treated as disqualified organizations for purposes of the tax imposed on pass-through entities if such partnerships hold residual interests in a REMIC. In addition, 70 percent of an electing large partnership's miscellaneous itemized deductions will be disallowed, including deductions for servicing and guaranty fees and any expenses of the REMIC, although the remaining deductions will not be subject to the 2 percent floor applicable to individual partners.

The REMIC Regulations provide that a transfer of a "noneconomic residual interest" will be disregarded for all federal income tax purposes unless impeding the assessment or collection of tax was not a significant purpose of the transfer. A residual interest will be treated as a "noneconomic residual interest" unless, at the time of the transfer (1) the present value of the expected future distributions on the residual interest at least equals the product of (x) the present value of all anticipated excess inclusions with respect to the residual interest and (y) the highest corporate tax rate, and (2) the transferor reasonably expects that for each anticipated excess inclusion, the transferee will receive distributions from the REMIC, at or after the time at which taxes on such excess inclusion accrue, sufficient to pay the taxes thereon. A significant purpose to impede the assessment or collection of tax exists if the transferor, at the time of the transfer, either knew or should have known (had "improper knowledge") that the transferee would be unwilling or unable to pay taxes due on its share of the taxable income of the REMIC. A transferor will be presumed under a safe harbor not to have improper knowledge if (1) the transferor conducts, at the time of the transfer, a reasonable investigation of the financial condition of the transferee and, as a result of the investigation, the transferor finds that the transferee has historically paid its debts as they came due and finds no significant evidence to indicate that the transferee will not continue to pay its debts as they come due in the future, and (2) the transferee represents to the transferor that (A) the transferee understands that it might incur tax liabilities in excess of any cash received with respect to the residual interest and (B) the transferee intends to pay the taxes associated with owning the residual interest as they come due. Any transferee of a REMIC residual security must execute and deliver to the transferor an affidavit containing the representations described in (2) above. A different formulation of this rule applies to transfers of REMIC residual securities by or to foreign transferees.

The Treasury recently proposed regulations that would modify the safe harbor relating to transfers of noneconomic residuals. In order to comply with the safe harbor, the proposed regulations would impose an additional requirement that the present value of the anticipated tax liabilities associated with holding the residual interest not exceed the sum of (a) the present value of any consideration given to the transferee to acquire the residual interest, (b) the present value of the expected future distributions on the residual interest and (c) the present value of the anticipated tax savings associated with holding the interest as the REMIC generates losses. The regulations are proposed to be effective for transfers of noneconomic residuals on or after February 4, 2000.

The Internal Revenue Service has also issued additional guidance in Rev. Proc. 2001-12 concerning the safe harbor. The Revenue Procedure provides an alternative means of complying with the safe harbor to the present value test described above. The alternative test is satisfied for a transfer if (a) the transferee's gross assets for financial reporting purposes exceed \$100 million and its net assets for financial reporting purposes exceed \$10 million at the time of the transfer and at the close of each of the transferee's two fiscal years preceding the year of the transfer, (b) the transferee is an eligible corporation (any domestic subchapter C corporation other than a tax-exempt corporation, regulated investment company, real estate investment trust, REMIC or cooperative) and agrees in writing that any subsequent transfer of the residual interest will be to another eligible corporation in a manner that satisfies the safe harbor and (c) the facts and circumstances, including the amount of consideration paid to the transferee, do not reasonably indicate to the transferor that the taxes associated with the residual interest will not be paid. The Revenue Procedure further provides that a transfer will not satisfy the alternative test if the transfer is to a foreign branch of an eligible corporation or involves any other arrangement by which the residual interest is at any time subject to net tax by a foreign country or possession of the United States.

DEDUCTIBILITY OF TRUST FUND EXPENSES

A holder of REMIC securities that is an individual, estate or trust will be subject to the limitation with respect to certain itemized deductions described in Section 67 of the Code, to the extent that such deductions, in the aggregate, do not exceed two percent of the holder's adjusted gross income, and such holder may not be able to deduct such fees and expenses to any extent in computing such holder's alternative minimum tax liability. In addition, the amount of itemized deductions otherwise allowable for the taxable year for an individual whose adjusted gross income exceeds the "applicable amount" (\$100,000 (or \$50,000 in the case of a separate return by a married individual), adjusted for changes in the cost of living after 1990) will be reduced by the lesser of (1) 3 percent of the excess of adjusted gross income over the applicable amount, or (2) 80 percent of the amount of itemized deductions otherwise allowable for such taxable year. Such deductions will include servicing, guarantee, and administrative fees paid to the master servicer of the mortgage assets. These deductions will be allocated entirely to the holders of the REMIC residual securities in the case of REMIC Trust Funds with multiple classes of REMIC regular securities that do not pay their principal amounts ratably. As a result, the REMIC will report additional taxable income to holders of REMIC residual securities in an amount equal to their allocable share of such deductions, and individuals, estates, or trusts holding an interest in such REMIC residual securities may have taxable income in excess of the cash received. In the case of a "single-class REMIC," the expenses will be allocated, under Treasury regulations, among the holders of the REMIC regular securities and the REMIC residual securities on a daily basis in proportion to the relative amounts of income accruing to each holder on that day. In the case of a holder of a REMIC regular security who is an individual or a "pass-through interest holder" (including certain pass-through entities, but not including REITs), the deductibility of such expenses will be subject to the limitations described above. The reduction or disallowance of these deductions may have a significant impact on the yield of REMIC regular securities to such a holder. In general terms, a single-class REMIC is one that either (1) would qualify, under existing Treasury regulations, as a grantor trust if it were not a REMIC (treating all interests as ownership interests, even if they would be classified as debt for federal income tax purposes)

or (2) is similar to such a trust and which is structured with the principal purpose of avoiding the single-class REMIC rules. In the case of a partnership that has 100 or more partners and elects to be treated as an "electing large partnership," 70 percent of such partnership's miscellaneous itemized deductions will be disallowed although the remaining deductions will generally be allowed at the partnership level and will not be subject to the 2 percent floor that would otherwise be applicable to individual partners.

FOREIGN INVESTORS IN REMIC SECURITIES

REMIC REGULAR SECURITIES. Except as discussed below, a holder of a REMIC regular security who is not a "United States person" (as defined below) generally will not be subject to United States income or withholding tax in respect of a distribution on a REMIC regular security, provided that (1) the holder complies to the extent necessary with certain identification requirements, including timely delivery of a statement, signed by the holder of the REMIC regular security under penalties of perjury, certifying that the holder of the REMIC regular security is the beneficial owner and is not a United States person (and providing the name and address of the holder), (2) the holder is not a "10-percent shareholder" within the meaning of Section 871(h)(3)(B) of the Code, which could be interpreted to apply to a holder of a REMIC regular security who holds a direct or indirect 10 percent interest in the REMIC residual securities, (3) the holder is not a "controlled foreign corporation" (as defined in the Code) related to the REMIC or related to a 10 percent holder of a residual interest in the REMIC, and (4) the holder is not engaged in a United States trade or business, or otherwise subject to federal income tax as a result of any direct or indirect connection to the United States other than through its ownership of a REMIC regular security. For these purposes, the term "United States person" means:

1. a citizen or resident of the United States,
2. a corporation, partnership (or other entity treated as a corporation or partnership that is) created or organized in or under the laws of the United States or any political subdivision thereof,
3. an estate whose income is includable in gross income for United States federal income taxation regardless of its source, and
4. a trust for which one or more United States persons have the authority to control all substantial decisions and for which a court of the United States can exercise primary supervision over the trust's administration.

Treasury regulations (the "Final Withholding Regulations"), which are generally effective with respect to payments made after December 31, 1999, consolidate and modify the current certification requirements and means by which a holder may claim exemption from United States federal income tax withholding and provide certain presumptions regarding the status of holders when payments to the holders cannot be reliably associated with appropriate documentation provided to the payor. All holders should consult their tax advisors regarding the application of the Final Withholding Regulations.

REMIC RESIDUAL SECURITIES. The Conference Report to the Tax Reform Act of 1986 states that amounts paid to foreign persons with respect to residual interests should be considered interest for purposes of the withholding rules. Interest paid to a foreign person which is not effectively connected with a trade or business of the foreign person in the United States is subject to a 30% withholding tax. The withholding tax on interest does not apply, however, to "portfolio interest" (if certain certifications as to beneficial ownership are made, as discussed above under "--Foreign Investors in REMIC Securities--REMIC Regular Securities") or to the extent a tax treaty reduces or eliminates the tax. Treasury regulations provide that amounts paid with respect to residual interests qualify as portfolio interest only if interest on the qualified mortgages held by the REMIC qualifies as portfolio interest. Generally, interest on the mortgage assets that a trust fund holds will not qualify as portfolio interest, although interest on the

private mortgage-backed securities, other pass-through certificates, or REMIC regular interests that a trust fund holds may qualify. In any case, a holder of a REMIC residual security will not be entitled to the portfolio interest exception from the 30% withholding tax (or to any treaty exemption or rate reduction) for that portion of a payment that constitutes excess inclusions. Generally, the withholding tax will be imposed when REMIC gross income is paid or distributed to the holder of a residual interest or there is a disposition of the residual interest.

The REMIC Regulations provide that a transfer of a REMIC residual security to a foreign transferee will be disregarded for all federal income tax purposes if the transfer has "tax avoidance potential." A transfer to a foreign transferee will be considered to have tax avoidance potential unless at the time of the transfer, the transferor reasonably expects that (1) the future distributions on the REMIC residual security will equal at least 30 percent of the anticipated excess inclusions and (2) such amounts will be distributed at or after the time at which the excess inclusion accrues, but not later than the close of the calendar year following the calendar year of accrual. A safe harbor in the REMIC Regulations provides that the reasonable expectation requirement will be satisfied if the above test would be met at all assumed prepayment rates for the mortgage assets from 50 percent of the Prepayment Assumption to 200 percent of the Prepayment Assumption. A transfer by a foreign transferor to a domestic transferee will likewise be disregarded under the REMIC Regulations if the transfer would have the effect of allowing the foreign transferor to avoid the tax on accrued excess inclusions.

GAIN ON TRANSFERS OF CERTIFICATES. A certificateholder that is a nonresident alien or foreign corporation will not be subject to United States federal income tax on gain realized on the sale, exchange, or redemption of a REMIC security, provided that (1) such gain is not effectively connected with a trade or business carried on by the certificateholder in the United States, (2) in the case of a certificateholder that is an individual, such certificateholder is not present in the United States for 183 days or more during the taxable year in which such sale, exchange or redemption occurs and (3) in the case of gain representing accrued interest, the certificateholder complies to the extent necessary with certain identification requirements, including timely delivery of a statement, signed by the certificateholder under penalties of perjury, certifying that such certificateholder is the beneficial owner and is not a United States person (and providing the name and address of such holder).

BACKUP WITHHOLDING

Distributions made on the REMIC securities and proceeds from the sale of REMIC securities to or through certain brokers may be subject to a "backup" withholding tax on "reportable payments" (including interest accruals, original issue discount, and, under certain circumstances, distributions in reduction of principal amount) unless, in general, the holder of the REMIC securities complies with certain procedures or is an exempt recipient. Any amounts so withheld from distributions on the REMIC securities would be refunded by the Internal Revenue Service or allowable as a credit against the holder's federal income tax.

REMIC ADMINISTRATIVE MATTERS

The federal information returns for a trust fund (Form 1066 and Schedules Q thereto) must be filed as if the trust fund were a partnership for federal income tax purposes. Information on Schedule Q must be provided to holders of REMIC residual securities with respect to every calendar quarter. Each holder of a REMIC residual security will be required to treat items on its federal income tax returns consistently with their treatment on the trust fund's information returns unless the holder either timely files a statement identifying the inconsistency or establishes that the inconsistency resulted from an incorrect schedule received from the trust fund. The trust fund also will be subject to the procedural and administrative rules of the Code applicable to partnerships, including the determination of any adjustments to, among other things, items of REMIC taxable income by the Internal Revenue Service.

Holders of REMIC residual securities will have certain rights and obligations with respect to any administrative or judicial proceedings involving the Internal Revenue Service. Under the Code and Regulations, a REMIC generally is required to designate a tax matters person. Generally, subject to various limitations, the tax matters person has authority to act on behalf of the REMIC and the holders of the REMIC residual securities in connection with administrative determinations and judicial review respecting returns of taxable income of the REMIC. Treasury regulations exempt from certain of these procedural rules REMICs having no more than one residual interest holder.

The prospectus supplement will indicate whether the trustee, its designee or some other party will act as the tax matters person for each REMIC. Each holder of a REMIC residual security, by the acceptance of its interest in the REMIC residual security, agrees that the trustee or its designee will act as the holder's fiduciary in the performance of any duties required of the holder if the holder is the tax matters person.

FASIT SECURITIES

If a FASIT election with respect to a trust fund is to be made, the prospectus supplement will designate the securities of such series or the interests composing such securities as "regular interests" ("FASIT regular securities") which, where the context so requires, includes a reference to each interest composing a security where such interest has been designated as a regular interest, in lieu of such securities, in the FASIT (within the meaning of Section 860L(b)(1)(A) of the Code) or an "ownership interest" ("FASIT ownership certificate") in the FASIT (within the meaning of Section 860L(b)(2) of the Code). Each class of FASIT regular securities which are "high-yield interests" within the meaning of Section 860L(b)(1)(B) of the Code ("High-Yield Interests") will be identified as such in the prospectus supplement. The term "FASIT securities" denotes securities (or the interests composing securities) of a series with respect to which a FASIT election will be made.

With respect to each series of FASIT securities, the trustee will agree in the Agreement to elect to treat the related trust fund or certain assets of such trust fund as a FASIT. Qualification as a FASIT requires ongoing compliance with certain conditions which are generally described below. Upon the issuance of each series of FASIT securities, federal tax counsel will deliver its opinion that, with respect to each series of FASIT securities for which a FASIT election is to be made, under then existing law, and assuming a proper and timely FASIT election and ongoing compliance with the provisions of the Agreement and applicable provisions of the Code and applicable Treasury regulations, if any, the related trust fund or certain assets of such trust fund will be a FASIT and the FASIT securities will be considered to evidence ownership of "regular interests" or an "ownership interest" within the meaning of the FASIT provisions of the Code.

QUALIFICATION AS A FASIT

The following is a general description of the requirements under the applicable provisions of Sections 860H through 860L of the Code for the trust fund or certain assets of each trust fund to qualify as a FASIT. Treasury regulations have been proposed with respect to FASITs, but no regulations have been finalized. The following discussion does not take account of the proposed FASIT regulations. The proposed, or any temporary or final, regulations relating to any FASIT will be discussed in the prospectus supplement relating to any FASIT securities that are issued.

In order to qualify as a FASIT, an entity or (segregated group of assets) must fulfill an assets test, which requires that substantially all the assets of the FASIT, as of the close of the third calendar month beginning after the Startup Day and at all times thereafter, must consist of cash or cash equivalents, certain permitted debt instruments (other than debt instruments issued by the holder of the FASIT ownership certificate or a related party) and hedges (including contracts to acquire hedges), foreclosure

property and regular interests in another FASIT or in a REMIC. By analogy to the REMIC provisions, it appears that the "substantially all" requirements should be met if at all times the aggregate adjusted basis of the nonqualified assets is less than one percent of the aggregate adjusted basis of all the FASIT's assets. The FASIT ownership certificate and "High-Yield Interests" (described below) may be held only by certain fully taxable, domestic corporations ("eligible corporations" described below). The Agreement for each trust fund will provide that no legal or beneficial interests in the FASIT ownership certificate or in any class of FASIT regular securities which we determine to be a High-Yield Interest may be transferred or registered unless certain conditions, designed to prevent violation of this requirement, are met.

For purposes of the assets test, permitted debt instruments must bear interest, if any, at a fixed or qualified variable rate. Permitted hedges include interest rate or foreign currency notional principal contracts, letters of credit, insurance, guarantees of payment default and similar instruments as provided in regulations, and which are reasonably required to guarantee or hedge against the FASIT's risks associated with being the obligor on interests issued by the FASIT. Foreclosure property is real property acquired by the FASIT in connection with the default or imminent default of a qualified mortgage, provided that the FASIT had no knowledge or reason to know as of the date such asset was acquired by the FASIT that such a default had occurred or would occur. Foreclosure property may generally not be held beyond the close of the third taxable year after the taxable year in which the FASIT acquired such property, with one extension available from the Internal Revenue Service.

In addition to the foregoing requirements, the various interests in a FASIT also must meet the following requirements. All of the interests in a FASIT must be: (1) one or more classes of FASIT regular interests or (2) a single FASIT ownership interest. A FASIT regular interest is an interest that is issued on or after the Startup Day with fixed terms; is designated as a FASIT regular interest, and (1) unconditionally entitles the holder to receive a specified principal amount (or other similar amount), (2) provides that interest payments (or other similar amounts), if any, at or before maturity either are payable based on a fixed rate or on a qualified variable rate that would be permitted under the REMIC Regulations, (3) has a stated maturity of generally not longer than 30 years, (4) has an issue price not greater than 125% of its stated principal amount, and (5) has a yield to maturity not greater than 5 percentage points higher than the related applicable federal rate (as defined in Section 1274(d) of the Code). A FASIT regular interest that is described in the preceding sentence except that it fails to meet one or more of requirements (1), (2) (4) or (5) is a "High-Yield Interest." In order for a FASIT to issue a High-Yield Interest that fails requirement (2), such High-Yield Interest must consist of a specified, nonvarying portion of the interest payments on the permitted assets (as provided in the REMIC rules). A FASIT ownership interest is an interest in a FASIT other than a regular interest that is issued on the Startup Day, is designated a FASIT ownership interest and is held by an "eligible corporation". An "eligible corporation" is a taxable C corporation which is not a RIC, REIT, REMIC or cooperative and, therefore, would not include tax-exempt entities (including pension funds).

If an entity fails to comply with one or more of the ongoing requirements of the Code for status as a FASIT during any taxable year, the entity or applicable portion thereof will not be treated as a FASIT thereafter. In this event, any entity that holds mortgage assets and is the obligor with respect to debt obligations with two or more maturities may be treated as a separate taxable mortgage pool (i.e., as an association taxable as a corporation; see "Tax Characterization of the Trust as a Partnership--Taxable Mortgage Pools."), and the FASIT regular securities may be treated as equity interests in such taxable mortgage pool. The legislative history of the FASIT provisions indicates, however, that an entity can continue to be a FASIT if loss of its status was inadvertent, it takes prompt steps to requalify and other requirements that may be provided in Treasury regulations are met. Loss of FASIT status results in retirement of all FASIT regular interests and their reissuance. If the resulting interests would be treated as equity under general tax principles, cancellation of debt income may result.

TIERED FASIT STRUCTURES

For certain series of securities, two or more separate elections may be made to treat designated portions of the related trust fund as FASITs ("Tiered FASITs") for federal income tax purposes. Upon the issuance of any such series of securities, federal tax counsel will deliver its opinion that, assuming compliance with all provisions of the related Agreement and applicable provisions of the Code and applicable Treasury regulations and rulings, the Tiered FASITs will each qualify under then existing law as a FASIT and the FASIT securities issued by the Tiered FASITs, respectively, will be considered to evidence ownership of "regular interests" or "ownership interests" in the related FASIT within the meaning of the FASIT provisions of the Code.

Solely for purposes of determining whether the FASIT regular securities will be "real estate assets" within the meaning of Section 856(c)(4)(A) of the Code, and assets described in Section 7701(a)(19)(C) of the Code, and whether the income on such securities is interest described in Section 856(c)(3)(B) of the Code, the Tiered FASITs will be treated as one FASIT.

FASIT REGULAR SECURITIES

CURRENT INCOME ON FASIT REGULAR SECURITIES-GENERAL. Except as this prospectus otherwise indicates, the FASIT regular securities will be treated for federal income tax purposes (but not necessarily for accounting or other purposes) as debt instruments that are issued by the FASIT on the date of issuance of the FASIT regular securities and not as beneficial interests in the FASIT or the FASIT's assets. Holders of FASIT regular securities who would otherwise report income under a cash method of accounting will be required to report income with respect to FASIT regular securities under an accrual method.

As FASIT regular securities will be treated as debt instruments, they are subject to the same original issue discount, premium and market discount provisions that apply to REMIC regular interests and which are described above in "--REMIC Regular Securities--Current Income on REMIC Regular Securities--Original Issue Discount," "--Premium" and "--Market Discount," except that those FASIT regular securities which are High-Yield Interests are subject to additional provisions listed below.

HIGH-YIELD INTERESTS. The taxable income of the holder of any High-Yield Interest for any tax year will in no event be less than the sum of that holder's taxable income determined solely with respect to that interest (including gains and losses from sales and exchanges of those interests) and the "excess inclusions," if any, as defined under the REMIC rules relating to REMIC residual securities for such tax year. Therefore, holders of High-Yield Interests may not use net operating losses to offset any FASIT income derived from the High-Yield Interest. This rule is coordinated with the rule that limits a taxpayer's ability to offset REMIC excess inclusion income against net operating losses. Any net operating loss carryover is computed by disregarding any income from the disallowed loss. For purposes of the alternative minimum tax, the taxable income of the holder of any High-Yield Interest is determined without regard to the above rules with respect to net operating losses. However, the alternative minimum taxable income of the holder of any High-Yield Interest may not be less than the holder's taxable income from the FASIT. In addition, the alternative tax net operating loss deduction is computed without regard to any increase in taxable income to the holder referred to above. For purposes of these rules, all members of an affiliated group filing a consolidated return will be treated as one taxpayer.

A transfer of a High-Yield Interest to a "disqualified holder" is not recognized for income tax purposes. A "disqualified holder" is any holder other than a FASIT or an "eligible corporation" (described above). The transferor will continue to be taxed on the income from the High-Yield Interest, and the disqualified holder will not include in its income earnings (other than gain) from the High-Yield Interest, unless the transferee provides the transferor with an affidavit that the transferee is not a disqualified

holder or the Internal Revenue Service determines that the High-Yield Interest is no longer held by a disqualified holder and a corporate tax has been paid on the income from the High-Yield Interest while it was held by a disqualified holder. Under this rule, no High-Yield Interests will be treated as issued where the FASIT directly issues these interests to a disqualified holder other than certain securities dealers.

An excise tax computed at the highest corporate income tax rate is imposed on a securities dealer (in addition to other taxes) if it ceases to be a dealer in securities or subsequently holds the High-Yield Interest for investment. A securities dealer will not be treated as having changed his intent for holding High-Yield Interests to investment for the first 31 days after it acquires the interests unless the holding is a part of a plan to avoid the restriction on the holding of High-Yield Interests by disqualified holders.

Where a pass-through entity, other than a FASIT, issues either debt or equity interests that are supported (i.e., secured by) FASIT regular interests and those interests bear a yield to maturity greater than that held on the FASIT regular interests or the applicable federal rate plus 5 percentage points, then an excise tax is imposed on the pass-through entity at a rate equal to the highest corporate income tax rate on the income of any holder of that instrument attributable to the FASIT regular interests, unless the pass-through entity did not issue the debt or equity with the principal purpose of avoiding the rule that High-Yield Interests not be owned by disqualified holders.

SALE OF FASIT REGULAR SECURITIES. If a FASIT regular security is sold, the seller will recognize gain or loss equal to the difference between the amount realized on the sale and its adjusted basis in the FASIT regular security. A holder's adjusted basis in a FASIT regular security generally equals the cost of the FASIT regular security to the holder, increased by income reported by the holder with respect to the FASIT regular security and reduced (but not below zero) by distributions on the FASIT regular security received by the holder and by amortized premium. Any such gain or loss generally will be capital gain or loss, provided the FASIT regular security is held as a capital asset.

FASIT regular securities will be "evidences of indebtedness" within the meaning of Section 582(c)(1) of the Code, so that gain or loss recognized from a sale of a FASIT regular security by a bank or other financial institution to which such section applies would be ordinary income or loss.

TERMINATION. The FASIT will terminate, if not earlier, shortly following the FASIT's receipt of the final payment in respect of the underlying qualified mortgages. The last distribution on a FASIT regular security should be treated as a payment in full retirement of a debt instrument.

TAX TREATMENT OF YIELD SUPPLEMENT AGREEMENTS

Whether a holder of a FASIT regular security of a series will have a separate contractual right to payments under a Yield Supplement Agreement (which may require an allocation of the purchase price between the FASIT regular securities and the Yield Supplement Agreements) and the tax treatment of such payments, if any, will be addressed in the related prospectus supplement.

FASIT OWNERSHIP CERTIFICATE

GENERALLY. All assets, liabilities and items of income, gain, deduction, loss and credit of a FASIT are treated as assets, liabilities and items of income, gain, deduction, loss and credit of the holder of the FASIT ownership certificate (the "FASIT owner") in determining the FASIT owner's taxable income. The FASIT owner does not take into account any item of income, gain or deduction allocable to prohibited transactions as discussed below and must treat tax-exempt interest accrued by the FASIT as ordinary income. The FASIT owner must use the constant yield method, applied under an accrual method of accounting, in determining all interest, original issue discount, market discount and premium deductions with respect to debt instruments held by the FASIT. Like the holder of a High-Yield Interest, the FASIT owner is not allowed to offset any net taxable income derived from its FASIT ownership

certificate (including gains and losses from sales and exchanges of such security) with losses, including net operating losses.

NET INCOME FROM PROHIBITED TRANSACTIONS. The FASIT owner is required to pay a tax equal to 100 percent of the net income derived from prohibited transactions. Prohibited transactions include:

- o the receipt of income from an asset that is not a permitted asset;
- o the disposition of a permitted asset, other than a permitted disposition as described below;
- o the receipt of income derived from any loan originated by the FASIT; and
- o compensation for services (other than any fee for a waiver, amendment or consent with respect to permitted assets, other than foreclosure property).

A permitted disposition of a permitted asset includes a disposition pursuant to the complete liquidation of any class of regular interests, even if the FASIT itself is not liquidated. Further, a disposition of a permitted debt instrument is not a prohibited transaction if the disposition is

- o incident to the foreclosure, default or imminent default of the instrument;
- o pursuant to the bankruptcy or insolvency of the FASIT;
- o pursuant to a qualified liquidation;
- o required to prevent default on a FASIT regular interest where the threatened default is attributable to a default on one or more debt instruments held by the FASIT;
- o to facilitate a clean-up call or
- o to substitute one permitted debt instrument for another or to reduce over-collateralization of the FASIT by distributing a debt instrument contributed by the holder of the ownership interest to such holder (but only if a principal purpose of acquiring the debt instrument which is disposed of was not the recognition of gain (or the reduction of loss) as a result of an increase in the market value of the debt instrument after its acquisition by the FASIT).

TAX ON DISPOSITION OF FASIT OWNERSHIP CERTIFICATE. The sale of a FASIT ownership certificate by a holder will result in gain or loss equal to the difference between the amount realized on the sale and the holder's adjusted basis in the FASIT ownership certificate.

If the seller of a FASIT ownership certificate held the underlying assets as capital assets, the gain or loss generally will be capital gain or loss. However, under Section 582(c) of the Code, to the extent the sale of those assets by certain banks and other financial institutions would be considered a sale of property other than a capital asset, the resulting income or loss will be ordinary income or loss. The tax treatment with respect to a FASIT ownership certificate that has unrecovered basis after all funds of the trust fund have been distributed has not been addressed in Treasury regulations, but the holder presumably would be entitled to claim a loss in the amount of the unrecovered basis.

The Code provides that, except as provided in Treasury regulations (which have not been issued), if a holder sells a FASIT ownership certificate and acquires the same or other FASIT ownership certificates in another FASIT or any similar interests in a "taxable mortgage pool" (see "--Tax Characterization of the Trust as a Partnership--Taxable Mortgage Pools" below) during the period beginning six months before, and ending six months after, the date of such sale, such sale will be subject

to the "wash sales" rules of Section 1091 of the Code. In that event, any loss realized by the seller on the sale generally will not be currently deductible.

STATUS OF FASIT SECURITIES. The FASIT regular securities (but not FASIT ownership certificates) will be "real estate assets" for purposes of Section 856(c)(4)(A) of the Code and assets described in Section 7701(a)(19)(C) of the Code (assets qualifying under one or both of those sections, applying each section separately, "qualifying assets") to the extent that the FASIT's assets are qualifying assets, but not to the extent that the FASIT's assets consist of Yield Supplement Agreements. However, if at least 95 percent of the FASIT's assets are qualifying assets, then 100 percent of the FASIT securities will be qualifying assets. Similarly, income on the FASIT securities will be treated as "interest on obligations secured by mortgages on real property" within the meaning of Section 856(c)(3)(B) of the Code, subject to the limitations of the preceding two sentences. In addition to mortgage assets, the FASIT's assets will include payments on the mortgage assets held pending distribution to holders of FASIT securities, amounts in reserve accounts (if any), other credit enhancements (if any), and possibly buydown funds. The related prospectus supplement will indicate whether the mortgage assets will be qualifying assets under the foregoing sections of the Code. The REMIC Regulations treat credit enhancements as part of the mortgage or pool of mortgages to which they relate and, therefore, by analogy to the REMIC Regulations, credit enhancements generally should be qualifying assets. Similarly, by analogy to the REMIC Regulations, amounts paid on the mortgage assets and held pending distribution to holders of FASIT securities ("cash flow investments") should be treated as qualifying assets. Whether amounts in a reserve account or buydown funds would also constitute qualifying assets has not been addressed in Treasury regulations. The prospectus supplement for each series will indicate (if applicable) that it has buydown funds. The FASIT securities will not be "residential loans" for purposes of the residential loan requirement of Section 593(g)(4)(B) of the Code.

FOREIGN INVESTORS IN FASIT SECURITIES. FASIT regular securities are subject to the same United States income tax and withholding tax rules as those that apply to a REMIC regular security as described in "Foreign Investors in REMIC securities" and "Backup Withholding on REMIC securities".

FASIT ownership certificates and FASIT regular securities which are High-Yield Interests may not be sold or transferred to holders who are not U.S. persons, and such securities will be subject to transfer restrictions as described in the Agreement for the series.

GRANTOR TRUSTS

The discussion under this heading applies only to a series of securities with respect to which neither a REMIC nor a FASIT election is made ("Non-Electing securities") and which are issued by a grantor trust.

TAX STATUS OF THE TRUST FUND. Upon the issuance of each series of Non-Electing securities, federal tax counsel will deliver its opinion that, under then current law, assuming compliance with the Agreement, the related trust fund will be classified for federal income tax purposes as a grantor trust and not as an association taxable as a corporation or a taxable mortgage pool (see "--Tax Characterization of the Trust as a Partnership-- Taxable Mortgage Pools"). Accordingly, each holder of a Non-Electing security will be treated for federal income tax purposes as the owner of an undivided interest in the mortgage assets included in the trust fund. As further described below, each holder of a Non-Electing security therefore must report on its federal income tax return the gross income from the portion of the mortgage assets that is allocable to such Non-Electing security and may deduct the portion of the expenses incurred by the trust fund that is allocable to such Non-Electing security, at the same time and to the same extent as such items would be reported by such holder if it had purchased and held directly such interest in the mortgage assets and received directly its share of the payments on the

mortgage assets and incurred directly its share of expenses incurred by the trust fund when those amounts are received or incurred by the trust fund.

A holder of a Non-Electing security that is an individual, estate, or trust will be allowed deductions for such expenses only to the extent that the sum of those expenses and the holder's other miscellaneous itemized deductions exceeds two percent of such holder's adjusted gross income. In addition, the amount of itemized deductions otherwise allowable for the taxable year for an individual whose adjusted gross income exceeds the "applicable amount" (\$100,000 (or \$50,000 in the case of a separate return by a married individual), adjusted for changes in the cost of living after 1990) will be reduced by the lesser of (1) 3 percent of the excess of adjusted gross income over the applicable amount, or (2) 80 percent of the amount of itemized deductions otherwise allowable for such taxable year. A holder of a Non-Electing security that is not a corporation cannot deduct such expenses for purposes of the alternative minimum tax (if applicable). Such deductions will include servicing, guarantee and administrative fees paid to the servicer of the mortgage assets. As a result, individuals, estates, or trusts holding Non-Electing securities may have taxable income in excess of the cash received.

STATUS OF THE NON-ELECTING SECURITIES. The Non-Electing securities generally will be "real estate assets" for purposes of Section 856(c)(4)(A) of the Code and "loans... secured by an interest in real property" within the meaning of Section 7701(a)(19)(C)(v) of the Code, and interest income on the Non-Electing securities generally will be "interest on obligations secured by mortgages on real property" within the meaning of Section 856(c)(3)(B) of the Code. However, the Non-Electing securities may not be qualifying assets under the foregoing sections of the Code to the extent that the trust fund's assets include buydown funds, amounts in a reserve account, or payments on mortgages held pending distribution to holders. The Non-Electing securities should not be "residential loans made by the taxpayer" for purposes of the residential loan requirement of Section 593(g)(4)(B) of the Code.

TAXATION OF NON-ELECTING SECURITIES UNDER STRIPPED BOND RULES. The federal income tax treatment of the Non-Electing securities will depend on whether they are subject to the rules of section 1286 of the Code (the "stripped bond rules"). The Non-Electing securities will be subject to those rules if stripped interest-only securities are issued. In addition, whether or not stripped interest-only securities are issued, the Internal Revenue Service may contend that the stripped bond rules apply on the ground that the master servicer's servicing fee, or other amounts, if any, paid to (or retained by) the master servicer or its affiliates, as specified in the applicable prospectus supplement, represent greater than an arm's length consideration for servicing the mortgage assets. In Revenue Ruling 91-46, the Internal Revenue Service concluded that retained interest in excess of reasonable compensation for servicing is treated as a "stripped coupon" under the rules of Section 1286 of the Code.

If interest retained for the master servicer's servicing fee or other interest is treated as a "stripped coupon," the Non-Electing securities will either be subject to the original issue discount rules or the market discount rules. A holder of a Non-Electing securities will account for any discount on the Non-Electing security (other than an interest treated as a "stripped coupon") as market discount rather than original issue discount if either (1) the amount of original issue discount with respect to the Non-Electing security was treated as zero under the original issue discount de minimis rule when the Non-Electing security was stripped or (2) no more than 100 basis points (including any amount of servicing in excess of reasonable servicing) is stripped off from the mortgage assets. If neither of the above exceptions applies, the original issue discount rules will apply to the Non-Electing securities.

If the original issue discount rules apply, the holder of a Non-Electing security (whether a cash or accrual method taxpayer) will be required to report interest income from the Non-Electing security in each taxable year equal to the income that accrues on the Non-Electing security in that year calculated under a constant yield method based on the yield of the Non-Electing security (or, possibly, the yield of each mortgage loan underlying such Non-Electing security) to such holder. Such yield would be

computed at the rate that, if used in discounting the holder's share of the payments on the mortgage assets, would cause the present value of those payments to equal the price at which the holder purchased the Non-Electing security. The Taxpayer Relief Act of 1997 amended the original issue discount provisions to provide that for "any pool of debt instruments, the yield on which may be affected by reason of prepayments," original issue discount shall be accrued based on a prepayment assumption determined in a manner prescribed by forthcoming regulations. This presumably will require the use of the pricing prepayment assumption. The prospectus supplement for each series of Non-Electing securities will describe the prepayment assumption that will be used for this purpose, but no representation is made that the mortgage assets will prepay at that rate or at any other rate.

In the case of a Non-Electing security acquired at a price equal to the principal amount of the mortgage assets allocable to the Non-Electing security, the use of a reasonable prepayment assumption generally would not have any significant effect on the yield used in calculating accruals of interest income. In the case, however, of a Non-Electing security acquired at a discount or premium (that is, at a price less than or greater than such principal amount, respectively), the use of a reasonable prepayment assumption would increase or decrease such yield, and thus accelerate or decelerate the reporting of interest income, respectively.

If a mortgage loan is prepaid in full, the holder of a Non-Electing security acquired at a discount or premium generally will recognize ordinary income or loss equal to the difference between the portion of the prepaid principal amount of the mortgage loan that is allocable to the Non-Electing security and the portion of the adjusted basis of the Non-Electing security (see "Sales of Non-Electing Securities" below) that is allocable to the mortgage loan.

Non-Electing securities of certain series ("Variable Rate Non-Electing securities") may provide for an interest rate based on the weighted average of the interest rates of the mortgage assets held by the trust fund, which interest rates may be fixed or variable. In the case of a Variable Rate Non-Electing security that is subject to the original issue discount rules, the daily portions of original issue discount generally will be calculated in the same manner as discussed above except the principles discussed in "--REMIC Regular Securities--Current Income on REMIC Regular Securities--Original Issue Discount--Variable Rate REMIC Regular Securities" may be applied.

TAXATION OF NON-ELECTING SECURITIES IF STRIPPED BOND RULES DO NOT APPLY. If the stripped bond rules do not apply to a Non-Electing security, then the holder will be required to include in income its share of the interest payments on the mortgage assets in accordance with its tax accounting method. In addition, if the holder purchased the Non-Electing security at a discount or premium, the holder will be required to account for such discount or premium in the manner described below, as if it had purchased the mortgage assets directly. The treatment of any discount will depend on whether the discount with respect to the mortgage assets is original issue discount as defined in the Code and, in the case of discount other than original issue discount, whether such other discount exceeds a de minimis amount. In the case of original issue discount, the holder (whether a cash or accrual method taxpayer) will be required to report as additional interest income in each month the portion of such discount that accrues in that month, calculated based on a constant yield method. In general it is not anticipated that the amount of original issue discount to be accrued in each month, if any, will be significant relative to the interest paid currently on the mortgage assets. However, original issue discount could arise with respect to a mortgage loan that provides for interest at a rate equal to the sum of an index of market interest rates and a fixed number. Such mortgage loans are commonly referred to as ARMs. The original issue discount for ARMs generally will be determined under the principles discussed in "--REMIC Regular Securities--Current Income on REMIC Regular Securities--Original Issue Discount" and "--Variable Rate REMIC Regular Securities."

If discount on the mortgage assets other than original issue discount exceeds a de minimis amount (described below), the holder will also generally be required to include in income in each month the amount of such discount accrued through such month and not previously included in income, but limited, with respect to the portion of such discount allocable to any mortgage loan, to the amount of principal on such mortgage loan received by the trust fund in that month. Because the mortgage assets will provide for monthly principal payments, such discount may be required to be included in income at a rate that is not significantly slower (and, under certain circumstances, faster) than the rate at which such discount accrues (and therefore at a rate not significantly slower than the rate at which such discount would be included in income if it were original issue discount). The holder may elect to accrue such discount under a constant yield method based on the yield of the Non-Electing security to such holder. In the absence of such an election, it may be necessary to accrue such discount under a more rapid straight-line method. Under the de minimis rule, market discount with respect to a Non-Electing security will be considered to be zero if it is less than the product of (1) 0.25% of the principal amount of the mortgage assets allocable to the Non-Electing security and (2) the weighted average life (determined using complete years) of the mortgage assets remaining at the time of purchase of the Non-Electing security.

If a holder purchases a Non-Electing security at a premium, such holder may elect under Section 171 of the Code to amortize, as an offset to interest income, the portion of such premium that is allocable to a mortgage loan under a constant yield method based on the yield of the mortgage loan to such holder, provided that such mortgage loan was originated after September 27, 1985. Premium allocable to a mortgage loan originated on or before that date should be allocated among the principal payments on the mortgage loan and allowed as an ordinary deduction as principal payments are made or, perhaps, upon termination.

Presumably, the foregoing adjustments for discount or premium would be made taking account of a reasonable prepayment assumption.

If a mortgage loan is prepaid in full, the holder of a Non-Electing security acquired at a discount or premium will recognize ordinary income or loss equal to the difference between the portion of the prepaid principal amount of the mortgage loan that is allocable to the Non-Electing security and the portion of the adjusted basis of the Non-Electing security (see "Sales of Non-Electing Securities" below) that is allocable to the mortgage loan.

SALES OF NON-ELECTING SECURITIES. A holder that sells a Non-Electing security will recognize gain or loss equal to the difference between the amount realized in the sale and its adjusted basis in the Non-Electing security. In general, such adjusted basis will equal the holder's cost for the Non-Electing security, increased by the amount of any income previously reported with respect to the Non-Electing security and decreased by the amount of any losses previously reported with respect to the Non-Electing security and the amount of any distributions received thereon. Any such gain or loss generally will be capital gain or loss if the assets underlying the Non-Electing security were held as capital assets, except that, for a Non-Electing security to which the stripped bond rules do not apply and that was acquired with more than a de minimis amount of discount other than original issue discount (see "Taxation of Non-Electing Securities if Stripped Bond Rules Do Not Apply" above), such gain will be treated as ordinary interest income to the extent of the portion of such discount that accrued during the period in which the seller held the Non-Electing security and that was not previously included in income.

FOREIGN INVESTORS. A holder of a Non-Electing security who is not a "United States person" (as defined below) and is not subject to federal income tax as a result of any direct or indirect connection to the United States other than its ownership of a Non-Electing security will not be subject to United States income or withholding tax in respect of payments of interest or original issue discount on a Non-Electing security to the extent attributable to mortgage assets that were originated after July 18, 1984, provided that the holder complies to the extent necessary with certain identification requirements

(including delivery of a statement, signed by the holder of the Non-Electing security under penalties of perjury, certifying that such holder is the beneficial owner and is not a United States person and providing the name and address of such holder). Recently issued Treasury regulations (the "Final Withholding Regulations"), which are generally effective with respect to payments made after December 31, 2000, consolidate and modify the current certification requirements and means by which a holder may claim exemption from United States federal income tax withholding and provide certain presumptions regarding the status of holders when payments to the holders cannot be reliably associated with appropriate documentation provided to the payor. All holders should consult their tax advisors regarding the application of the Final Withholding Regulations. Interest or original issue discount on a Non-Electing security attributable to mortgage assets that were originated before July 19, 1984 will be subject to a 30% withholding tax (unless such tax is reduced or eliminated by an applicable tax treaty). For these purposes, the term "United States person" means a citizen or a resident of the United States, a corporation, partnership (or other entity treated as a corporation or partnership that is) created or organized in, or under the laws of, the United States or any political subdivision thereof, an estate the income of which is subject to United States federal income taxation regardless of its source, and a trust for which one or more United States persons have the authority to control all substantial decisions and for which a court of the United States can exercise primary supervision over the trust's administration.

TAX CHARACTERIZATION OF THE TRUST AS A PARTNERSHIP

If a trust fund is intended to be a partnership for federal income tax purposes the applicable Agreement will provide that the nature of the income of the trust fund will exempt it from the rule that certain publicly traded partnerships are taxable as corporations or the issuance of the securities will be structured as a private placement under an IRS safe harbor, so that the trust fund will not be characterized as a publicly traded partnership taxable as a corporation, and that no action will be taken that is inconsistent with the treatment of the trust fund as a partnership (such as making an election to treat the trust fund as a corporation for federal income tax purposes). If, however, the trust fund has a single owner for federal income tax purposes, it will be treated as a division of its owner and as such it will be disregarded as an entity separate from its owner for federal income tax purposes, assuming no election will be made to treat the trust fund as a corporation for federal income tax purposes.

TAXABLE MORTGAGE POOLS. Certain entities classified as "taxable mortgage pools" are subject to corporate level tax on their net income. A "taxable mortgage pool" is generally defined as an entity that meets the following requirements: (1) the entity is not a REMIC or a FASIT, (2) substantially all of the assets of the entity are debt obligations, and more than 50 percent of such debt obligations consists of real estate mortgages (or interests in real estate mortgages), (3) the entity is the obligor under debt obligations with two or more maturities, and (4) payments on the debt obligations on which the entity is the obligor bear a relationship to the payments on the debt obligations which the entity holds as assets. With respect to requirement (3), the Code authorizes the IRS to provide by regulations that equity interests may be treated as debt for purposes of determining whether there are two or more maturities. If the trust fund were treated as a taxable mortgage pool, it would be ineligible to file consolidated returns with any other corporation and could be liable for corporate tax. Treasury regulations do not provide for the re-characterization of equity as debt for purposes of determining whether an entity has issued debt with two maturities, except in the case of transactions structured to avoid the taxable mortgage pool rules. Federal tax counsel will deliver its opinion for a trust fund which is intended to be a partnership for federal income tax purposes, as specified in the related prospectus supplement, that the trust fund will not be a taxable mortgage pool. This opinion will be based on the assumption that the terms of the related Agreement and related documents will be complied with; and on federal tax counsel's conclusion that either the number or type of classes of debt obligations issued by the trust fund, or the nature of the assets held by the trust fund will exempt the trust fund from treatment as a taxable mortgage pool.

... of the mortgage loans will prepay faster than principal distributions than indicated in the preceding table at the various percentages of CPR specified, even if the weighted average remaining term to maturity and weighted average Mortgage Rate of the Mortgage Loans are as assumed. Investors are urged to make their investment decisions based on their determinations as to anticipated rates of prepayment under a variety of scenarios. Investors in the Interest Only Certificates should fully consider the risk that a rapid rate of prepayments on the Mortgage Loans could result in the failure of such investors to fully recover their investments. In addition, holders of the Interest Only Certificates in most cases have rights to relatively larger portions of interest payments on Mortgage Loans with higher Mortgage Rates; thus, the yield on the Interest Only Certificates will be materially adversely affected to a greater extent than on the other Offered Certificates if the Mortgage Loans with higher Mortgage Rates prepay faster than the Mortgage Loans with lower Mortgage Rates.

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For additional considerations relating to the yield on the Certificates, see "Yield and Prepayment Considerations" in the Prospectus.

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THE POOLING AND SERVICING AGREEMENT

GENERAL

The Certificates will be issued pursuant to a Pooling and Servicing Agreement, dated as of October 1, 2002 (the "Agreement"), among EMC, the Master Servicer, the Securities Administrator, the Seller and the Trustee. Reference is made to the Prospectus for important information additional to that set forth herein regarding the terms and conditions of the Agreement and the Certificates. SAMI will provide to a prospective or actual Certificateholder without charge, upon written request, a copy (without exhibits) of the Agreement. Requests should be addressed to Structured Asset Mortgage Investments Inc., 383 Madison Avenue, New York, New York 10179.

VOTING RIGHTS

Voting rights of the Trust in general will be allocated among the Classes of Certificates, other than the Class X Certificates, based upon their respective Current Principal Amounts; provided that 1.00% of voting rights will be allocated to the Class X Certificates, based upon its Notional Amount, and provided that voting rights equal to 0.25% will be allocated to each Class of Residual Certificates.

ASSIGNMENT OF MORTGAGE LOANS

At the time of issuance of the Certificates, SAMI will cause the Mortgage Loans, together with all principal and interest due on or with respect to such Mortgage Loans after the Cut-off Date, to be sold to the Trust. The Mortgage

Mortgage Loan as of the Cut-off Date, as well as information including, among other things, the Mortgage Rate, the Net Rate, the Monthly Payment, the maturity date of each Mortgage Note, the Servicing Fee and the Loan-to-Value Ratio.

In addition, SAMI will deposit with the Trustee, with respect to each Mortgage Loan, the original Mortgage Note, endorsed without recourse to the order of the Trustee and showing to the extent available to SAMI an unbroken chain of endorsements from the original payee thereof to the person endorsing it to the Trustee; the original Mortgage which shall have been recorded, with evidence of such recording indicated thereon; the assignment (which may be in the form of a blanket assignment) to the Trustee of the Mortgage, with evidence of recording with respect to each Mortgage Loan in the name of the Trustee thereon; all intervening assignments of the Mortgage to SAMI, if any, with evidence of recording thereon; the original or a copy of the policy or certificate of primary mortgage guaranty insurance, if any; and originals of all assumption and modification agreements. Notwithstanding the foregoing, SAMI will not be required to deliver assignments of the Mortgage with evidence of recording thereon if the Mortgaged Properties relating thereto are located in a jurisdiction in which, based on an opinion of counsel delivered by SAMI to the Trustee, such recordation is not necessary to protect the interests of the Certificateholders in the related Mortgage Loans. The documents delivered to the Trustee with respect to each Mortgage Loan are referred to collectively as the "Mortgage File." SAMI will cause the Mortgage and intervening assignments, if any, and the assignment of the Mortgage to be recorded not later than 180 days after the Closing Date.

The Trustee will review each item of the Mortgage File within 45 days of the Closing Date (and will review each document permitted to be delivered to the Trustee after the Closing Date, if received by the Trustee after the initial 45-day period, promptly after its delivery to the Trustee). If, as a result of its review, the Trustee determines that any document is missing, does not appear regular on its face, or appears to be unrelated to the Mortgage Loans identified in the Mortgage Loan Schedules (a "Material Defect"), the Trustee shall notify the Mortgage Loan Seller of such Material Defect. The Mortgage Loan Seller shall correct or cure any such Material Defect within 90 days from the date of notice from the Trustee of the Material Defect, and, if the Mortgage Loan Seller does not correct or cure such Material Defect within such period and such defect materially and adversely affects the interests of the Certificateholders in the related Mortgage Loan, the Mortgage Loan Seller will, within 90 days of the date of notice, provide the Trustee with a substitute Mortgage Loan (if within two years of the Closing Date) or purchase the related Mortgage Loan at the applicable Repurchase Price.

The Trustee also will review the Mortgage Files within 180 days of the Closing Date. If the Trustee discovers a Material Defect, the Trustee shall notify the Mortgage Loan Seller of such Material Defect. The Mortgage Loan Seller shall correct or cure any such Material Defect within 90 days from the date of notice from the

correct or cure such Material Defect within such period and such defect materially and adversely affects the interests of the Certificateholders in the related Mortgage Loan, the Mortgage Loan Seller will, within 90 days of the date of notice, provide the Trustee with a substitute Mortgage Loan (if within two years of the Closing Date) or purchase the related Mortgage Loan at the applicable Repurchase Price.

The "Repurchase Price" means, with respect to any Mortgage Loan required to be repurchased, an amount equal to (i) 100% of the Outstanding Principal Balance of such Mortgage Loan plus accrued but unpaid interest on the Outstanding Principal Balance at the related Mortgage Rate through and including the last day of the month of repurchase, reduced by (ii) any portion of the Servicing Fee or advances payable to the purchaser of the Mortgage Loan.

As of any time of determination, the "Outstanding Principal Balance" of a Mortgage Loan is the principal balance of such Mortgage Loan remaining to be paid by the Mortgagor or, in the case of an REO Property, the principal balance of the related Mortgage Loan remaining to be paid by the Mortgagor at the time such property was acquired by the Trust.

REPRESENTATIONS AND WARRANTIES

In the Mortgage Loan Purchase Agreement, pursuant to which SAMI purchased the Mortgage Loans from EMC, EMC made certain representations and warranties to SAMI concerning the Mortgage Loans. The Trustee will be assigned all right, title and interest in the Mortgage Loan Purchase Agreement insofar as they relate to such representations and warranties, other than the remedies provided for breach of such representations and warranties.

The representations and warranties of EMC with respect to the Mortgage Loans primarily include the following:

(a) The information set forth in the Mortgage Loan Schedule (as defined in the Agreement) was true, complete and correct in all material respects as of the date such representation was made;

(b) Immediately prior to the sale of the Mortgage Loans pursuant to the Mortgage Loan Purchase Agreement, EMC was the sole owner of record and holder of the Mortgage Loans. As of the Closing Date or as of another specified date, the Mortgage Loans were not assigned or pledged, and EMC had good and marketable title thereto, and had full right to transfer and sell the Mortgage Loans therein free and clear of any encumbrance, equity, participation interest, lien, pledge, charge, claim or security interest, and had full right and authority, subject to no interest or participation of, or agreement with, any other party, to sell and assign each Mortgage Loan pursuant to the Mortgage Loan Purchase Agreement; and

(c) As of the date of the related agreement, none of the Mortgage Loans were thirty (30) days or more delinquent. As of such date, there was no material event which, with the passage of time or with notice and the expiration of any grace or cure period, would constitute a default, breach or event of acceleration with respect to the Mortgage Loans; neither EMC nor any of its respective affiliates has taken any action to waive any default, breach or event of acceleration with respect to the Mortgage Loans; and no foreclosure action is threatened or has been commenced with respect to the Mortgage Loans.

which materially and adversely affects the value of the interests of Certificateholders or the Trustee in any of the Mortgage Loans, within 90 days from the date of discovery or notice from the Trustee, SAMI, the Master Servicer, the Securities Administrator or EMC, EMC will (i) cure such breach in material respects, (ii) provide the Trustee with a substitute Mortgage Loan (if within two years of the Closing Date) or (iii) purchase the related Mortgage Loan at the applicable Repurchase Price. The obligations of EMC to cure, purchase or substitute shall constitute the Trustee's sole and exclusive remedy respecting a breach of such representations and warranties.

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COLLECTION AND OTHER SERVICING PROCEDURES

The Servicer, as independent contract servicer, will service and administer the Mortgage Loans in accordance with the Servicing Agreement and with accepted servicing practices (giving due consideration to the Trust's reliance on the Servicer), and will have full power and authority, acting alone, to do or cause to be done any and all things in connection with such servicing and administration which the Servicer may deem necessary or desirable and consistent with the terms of the Servicing Agreement and with accepted servicing practices, and will exercise the same care that it customarily employs for its own account. Except as set forth in the Servicing Agreement, the Servicer will service the Mortgage Loans in accordance with accepted servicing practices in compliance with the servicing provisions of the Fannie Mae Selling Guide and the Fannie Mae Servicing Guide (collectively, the "Fannie Mae Guide"), which include, but are not limited to, provisions regarding the liquidation of Mortgage Loans, the collection of Mortgage Loan payments, the payment of taxes, insurance and other charges, the maintenance of hazard insurance with a qualified insurer, the maintenance of fidelity bond and errors and omissions insurance, inspections, the restoration of Mortgaged Property, the maintenance of primary mortgage insurance policies, insurance claims, and title insurance, the management of REO Property, permitted withdrawals with respect to REO Property, liquidation reports, reports of foreclosures and abandonments of Mortgaged Property, the transfer of Mortgaged Property, the release of mortgage loan files, annual statements, and the examination of records and facilities. In the event of any conflict, inconsistency or discrepancy between any of the servicing provisions of the Servicing Agreement and any of the servicing provisions of the Fannie Mae Guide, the provisions of the Servicing Agreement will control and be binding upon the Servicer. The Trustee may, at its option, deliver powers-of-attorney to the Servicer sufficient to allow the Servicer as servicer to execute all documentation requiring execution on behalf of the Trust with respect to the servicing of the Mortgage Loans, including satisfactions, partial releases, modifications and foreclosure documentation or, in the alternative, will as promptly as reasonably possible, execute and return such documentation to the Servicer.

Consistent with the terms of the Servicing Agreement, the Servicer may waive, modify or vary any term of any Mortgage Loan or consent to the postponement of any such term or in any manner grant indulgence to any Mortgagor if, in the Servicer's reasonable and prudent determination, such waiver,

5 76	2 52				
November 1		5 57	5 79	4 98	6 12
6 72	2 15				
December 1		5 54	5 91	5 15	6 06
6 64	2 03				

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Exhibit G

CONVEYANCE OF SUBSEQUENT MORTGAGE LOANS AND THE PRE-FUNDING ACCOUNT

The Trustee, on behalf of the Trust, is expected to purchase from the Seller during the Pre-Funding Period, subject to the availability thereof, Subsequent Mortgage Loans secured by conventional, one- to four-family, adjustable-rate mortgage loans secured by first liens on residential mortgage properties. The Subsequent Mortgage Loans will be transferred to the Trustee, on behalf of the Trust, pursuant to subsequent transfer instruments between the Seller and the Trustee (each such date, a "Subsequent Transfer Date"). In connection with the purchase of Subsequent Mortgage Loans on such Subsequent Transfer Dates, the Trustee, on behalf of the Trust, will be required to pay to the Seller from amounts on deposit in the Pre-Funding Account, a cash purchase price of 100% of the principal balance thereof. The amount paid from the Pre-Funding Account on each Subsequent Transfer Date will not include accrued interest on the related Subsequent Mortgage Loans. Following each Subsequent Transfer Date, the aggregate principal balance of the Mortgage Loans will increase by an amount equal to the aggregate principal balance of the related Subsequent Mortgage Loans so purchased and the amount in the Pre-Funding Account will decrease accordingly. Although it is intended that the principal amount of Subsequent Mortgage Loans sold to the Trust will require application of substantially all of the amount deposited into the Pre-Funding Account on the Closing Date and it is not currently anticipated that there will be any material principal payments from amounts remaining on deposit in the Pre-Funding Account, no assurance can be given that such distributions will not occur on the distribution date immediately following the termination of the Pre-Funding Period. In any event, it is unlikely that the Seller will be able to deliver Subsequent Mortgage Loans with aggregate principal balances that exactly equal the amount deposited into the Pre-Funding Account on the Closing Date. The aggregate characteristics of the Mortgage Loans in the Trust will vary upon the acquisition of Subsequent Mortgage Loans.

The Pre-Funding Account will be established to provide the Trustee, on behalf of the Trust, with sufficient funds to purchase Subsequent Mortgage Loans. During the Pre-Funding Period, the Pre-Funded Amount will be reduced by the amount used to purchase Subsequent Mortgage Loans for the Mortgage Pool in accordance with the

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Agreement. Any investment income on funds in the Pre-Funding Account will either be transferred to the Interest Coverage Account or paid to the Seller or its designee as provided in the Agreement.

Any conveyance of Subsequent Mortgage Loans on a Subsequent Transfer Date is subject to certain conditions including, but not limited to the following:

representations and warranties specified in the related Subsequent Mortgage Loan Agreement and the Agreement,

(b) The Seller will not select such Subsequent Mortgage Loans in a manner that it believes to be adverse to the interests of the Certificateholders;

(c) The Seller will deliver certain Opinions of Counsel with respect to the validity of the conveyance of such Subsequent Mortgage Loans;

(d) As of the related Subsequent Cut-off Date (as defined in the Agreement), each such Subsequent Mortgage Loan will satisfy the following criteria:

- (i) Such Subsequent Mortgage Loan may not be 30 or more days delinquent as of the last day of the month preceding the Subsequent Cut-off Date;
- (ii) The original term to stated maturity of such Subsequent Mortgage Loan will not be less than 180 months and will not exceed 360 months;
- (iii) Each Subsequent Mortgage Loan must be a One-Month LIBOR or Six-Month LIBOR adjustable rate Mortgage Loan with a first lien on the related Mortgaged Property;
- (iv) No Subsequent Mortgage Loan will have a first payment date occurring after February 1, 2003;
- (v) The latest maturity date of any Subsequent Mortgage Loan will be no later than January 1, 2033;
- (vi) Such Subsequent Mortgage Loan will have a credit score of not less than 620;
- (vii) Such Subsequent Mortgage Loan will have a Gross Margin as of the related Subsequent Cut-Off Date ranging from approximately 1.375% per annum to approximately 2.875% per annum;
- (viii) Such Subsequent Mortgage Loan will have a Gross Lifecap as of the related Subsequent Cut-Off Date greater than 5%; and
- (ix) Such Subsequent Mortgage Loan shall, to the extent underwritten by HomeBanc or SouthStar, have been underwritten in accordance with the HomeBanc Underwriting Guidelines or the SouthStar Underwriting Guidelines (each as defined below), respectively;

(e) As of the related Subsequent Cut-off Date, the Subsequent Mortgage Loans in the aggregate will satisfy the following criteria:

- (i) Have a weighted average Gross Margin ranging from 1.95% to 2.10% per annum;
- (ii) Have a weighted average credit score greater than 710;
- (iii) Have no less than 90% of the Mortgaged Properties be owner occupied;

detached or planned unit developments;

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<PAGE>

- (v) Have no more than 40% of the Subsequent Mortgage Loans be cash-out refinance;
- (vi) Have all of such Subsequent Mortgage Loans with a Loan-to-Value Ratio greater than 80% be covered by a Primary Mortgage Insurance Policy;
- (vii) Have a weighted average Gross Lifecap greater than or equal to 8%; and
- (viii) Be acceptable to the Rating Agencies.

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THE MASTER SERVICER AND THE SERVICER

GENERAL

Wells Fargo Bank Minnesota, National Association ("Wells Fargo" or the "Master Servicer") will act as the Master Servicer of the Mortgage Loans pursuant to the Pooling and Servicing Agreement, dated as of October 1, 2002 (the "Agreement"), among the Seller, EMC Mortgage Corporation ("EMC" or the "Mortgage Loan Seller"), the Master Servicer, the Securities Administrator and the Trustee.

EMC, as holder of the servicing rights with respect to the Mortgage Loans, has entered into a Subservicing Agreement (the "Servicing Agreement"), dated as of August 1, 2002, between EMC and Alliance Mortgage Company ("Alliance" or the "Servicer"). Primary servicing of the Mortgage Loans will be provided for in accordance with the Servicing Agreement, which will be assigned to the trust pursuant to an Assignment, Assumption and Recognition Agreement; provided, however, that EMC will retain the right to enforce the representations and warranties made by the Servicer with respect to the Mortgage Loans. The Master Servicer will be required to monitor the performance of the Servicer. In the event of a default by the Servicer under the Servicing Agreement, the Master Servicer will be required to enforce any remedies against the Servicer, and either find a successor Servicer or assume the primary servicing obligations for the related Mortgage Loans itself.

The information set forth in the following paragraphs with respect to Wells Fargo and the Servicer has been provided by the respective party. None of SAMI, the Mortgage Loan Seller, the Securities Administrator, the Underwriter, the Trustee or any of their respective affiliates have made or will make any representation as to the accuracy or completeness of such information.

STATE OF SOUTH CAROLINA

IN THE COURT OF COMMON PLEAS

COUNTY OF LEXINGTON

Case No. 2013-CP-32-01700

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JM

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2015 JUN -8 PM 12:48

SETH A. CARRIGG
CLERK OF COURT
LEXINGTON SC

The Bank of New York Mellon, f/k/a The Bank of New York as successor-in-Interest to JPMorgan Chase Bank, N.A. as successor-in-interest by merger to Bank One, N.A. as Trustee for Structured Asset Mortgage Investments Inc., Mortgage Pass-Through Certificates, Series 2002-AR4,

Plaintiff,

vs.

Cathy G. Lanier; Branch Banking and Trust Company; Regions Bank,

Defendants.

**PLAINTIFF'S MOTION FOR PROTECTIVE ORDER REGARDING
RULE 30(b)(6) DEPOSITIONS, ENTRY OF CONFIDENTIALITY ORDER, AND
REQUEST FOR TRIAL DATE**

Plaintiff The Bank of New York Mellon, f/k/a The Bank of New York as successor-in-Interest to JPMorgan Chase Bank, N.A. as successor-in-interest by merger to Bank One, N.A. as Trustee for Structured Asset Mortgage Investments Inc., Mortgage Pass-Through Certificates, Series 2002-AR4 ("Plaintiff") hereby moves the Court, pursuant to Rules 26(b), (c), and 30(b)(6), SCRCF for a Protective Order against Defendant Cathy G. Lanier's ("Lanier") 30(b)(6) Notice of Deposition dated April 22, 2015 ("Notice") which is currently scheduled for June 9, 2015. A copy of the Notice is attached as Exhibit 1.

Plaintiff respectfully requests the Court's protection regarding this matter on the basis that the topics in the Notice are overbroad and not properly limited in scope, and seek discovery of information that is irrelevant, not reasonably calculated to lead to the discovery of admissible

ORIGINAL

evidence, or are confidential or proprietary in nature. Plaintiff further requests the entry of the Confidentiality Order attached as Exhibit 2, in order to facilitate anticipated testimony about certain confidential or proprietary information requested by Lanier in the Notice.

Counsel for Plaintiff has consulted with Lanier, who is *pro se*, as set forth in detail in the letter dated May 26, 2015, a copy of which is attached as Exhibit 3, but Lanier declined to revise the Notice to limit scope or address Plaintiff's concerns. A copy of Lanier's response is attached as Exhibit 4. Therefore, Plaintiff seeks entry of an order limiting the scope of the Notice and entry of the Confidentiality Order.

Plaintiff further requests that the Court set a deadline for discovery to be completed and a date certain trial. This case has been pending since May 17, 2013. Lanier's counterclaims were dismissed on January 17, 2014, and the only two remaining contested issues in the case since that time have been the amount of the debt and whether Plaintiff has standing to bring this foreclosure action. Lanier has continually tried to delay the case by insisting that she is entitled to choose the witness Plaintiff may designate to testify on its behalf, despite the Court's specific ruling that Plaintiff is entitled to identify its corporate representative pursuant to Rule 30(b)(6), SCRCF. Plaintiff respectfully requests that the Court set a schedule for the conclusion of discovery and trial so that this matter may be brought to a conclusion, and grant such other and further relief as may be just and proper. This motion is based on the pleadings filed to date and any memorandum that may be filed prior to a hearing in this matter.

[signature on following page]

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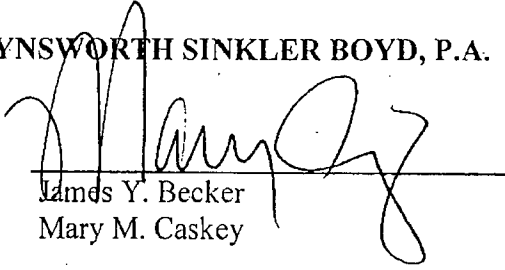
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BETH A. CARRIG
CLERK OF COURT
LEXINGTON, NC

ORIGINAL
JM

HAYNSWORTH SINKLER BOYD, P.A.

By:


James Y. Becker
Mary M. Caskey

1201 Main Street, Suite 2200
Post Office Drawer 11889 (29211-1889)
Columbia, South Carolina 29201
(803) 779.3080 Tel
Attorneys for Plaintiff

June 3, 2015

SETH A. CARRIGG
CLERK OF COURT
LEXINGTON SC

2015 JUN -8 PM 12:48

FILED

COPY

STATE OF SOUTH CAROLINA)

IN THE COURT OF COMMON PLEAS

COUNTY OF LEXINGTON)

11TH JUDICIAL CIRCUIT

CASE NO.: 2013-CP-32-01709

The Bank of New York Mellon, f/k/a)

The Bank of New York as successor-in-)

Interest to JPMorgan Chase Bank, N.A.)

As successor-in-interest by merger to)

Bank One, N.A. as Trustee for Structured)

Asset Mortgage Investments Inc.,)

Mortgage Pass-Through Certificates,)

Series 2002-AR4,)

Plaintiff,)

Vs.)

Cathy G. Lanier; Branch Banking and)

Trust Company; Regions Bank,)

Defendants.)

NOTICE OF DEPOSITION OF
PLAINTIFF UNDER RULE
30(b)(6), FRCP

PLEASE TAKE NOTICE that, pursuant to Federal Rule of Civil Procedure 30(b)(6), Defendant Cathy Lanier, hereby notices the deposition of Bank of New York Mellon (BNYM) as an organization on the topics detailed below. This deposition may be videotaped and Plaintiff provides notice to Plaintiff BNYM and the other parties to this action that the deposition may be used at the time of trial. Plaintiff BNYM shall identify the persons who will speak on its behalf on each topic below at least fourteen days before the deposition(s). The taking of this deposition may be adjourned from day to day until completed, and may occur over several days if more than one person is necessary to provide the information requested. Defendant is amenable to remote depositions using available technology if that is preferable to travel of deponents.

DATE OF DEPOSITION: May 26, 2015 or shortly thereafter

LOCATION OF DEPOSITION: To Be Determined

COURT REPORTERS AND VIDEOGRAPHERS:

CREEL COURT REPORTING
1230 Richland Street
Columbia, SC 29045
Or their agent if remote deposition

As used in this Notice, the term "document" means, without limitation, the following terms, whether printed or recorded or reproduced by any other mechanical process, or written or produced by hand: agreements, communications, State and Federal governmental hearings and

EXHIBIT

reports, correspondence, telegrams, memoranda, summaries or records of telephone conversations, summaries or records of personal conversations or interviews, diaries, graphs, reports, notebooks, note charts, plans, drawings, sketches, maps, summaries or records of meetings or conferences, summaries or reports of investigations or negotiations, opinions or reports of consultants, radiographs, photographs, motion picture films, brochures, pamphlets, advertisements, circulars, press releases, drafts, letters, any marginal comments appearing on any document, and all other writings.

As used in this Notice, the term "Plaintiff" means, without limitation, the responding party.

As used in this Notice, the term "You" means the corporate defendant answering these requests, and any person acting on that corporation's behalf.

When you are asked to "identify" a particular employee or person, you are to provide that person's full name, current or last job title, and current physical work address if still employed by you; if the person is not still employed by you, provide the last known address, phone numbers, e-mail address or other available contact information.

You are advised that you must designate one or more officers, directors, managing agents, or other persons who will testify on your behalf regarding the matters listed in Schedule A which are known or reasonably available to Plaintiff BNYM.

SCHEDULE A

1. The current Trust Manager or other person in BNYM's direct employ that is directly responsible for the administration, maintenance, reporting and other activities surrounding the REMIC trust known as **Structured Asset Mortgage Investments Inc., Mortgage Pass-Through Certificates Series 2002-AR4**, if this trust is still active. This person or persons will need to be able to answer questions and provide documents related to the current status of the trust, and any changes in status that have occurred since the trust's inception in 2002. This person or persons will need to be able to discuss how this trust specifically, and REMIC trusts in general, are administered, the importance of Pooling and Servicing and other agreements of the trust, and the role played by BNYM as the appointed Trustee of the trust and what authority regarding dealing with individual assets held by the trust the Trustee possesses in its role. This person should provide appropriate copies of reports showing this trust is still active and that the Lanier loan is still an asset held by the trust.
2. If the named trust is no longer active, the trust manager or other person in BNYM's direct employ who held direct responsibilities for the administration, maintenance, reporting and other activities surrounding the trust when it was last active. This person or persons should be able to provide documents and discuss when the trust became inactive, and should provide appropriate copies of reports showing when the trust was last active, and whether or not the Lanier loan was a part of the assets of the trust when it was retired, and how, exactly, the assets of the trust were retired and/or disposed of. This person should be able to discuss how the trust was administered, the importance of Pooling and Servicing and other agreements to the trust, and the role played by BNYM as the

appointed Trustee of the trust and what authority regarding dealing with individual assets held by the trust the Trustee possessed.

3. The insurance policies and coverage (whether self-insurance, excess insurance, primary insurance, and secondary insurance) available to satisfy all or part of any claims brought against BNYM for injuries caused by its management of the trust named in this case, and REMIC trusts in general related to its servicing and/or administration for all years from 2002 to present. This would include insurance for potential tax liabilities resulting from non-compliance with trust agreements.
4. The financial coverage available or remaining in any policy of insurance to the extent that any of the insurance policies are wasting policies (Insurance coverage that is depleted by attorney's fees), or otherwise have been reduced by the payment of claims, or for any other reason. This would include documentation showing how any claims payments have been applied.
5. The current net worth of the company, BNYM including but not limited to the assets and liabilities of the company.

DATED: April 22, 2015

Respectfully submitted,

By: Cathy G. Lanier

CATHY G LANIER, Pro Se

Cathy G. Lanier
172 Belle Chase Drive
Lexington, SC 29072
803-315-3636
803-359-7031 (fax)
cathy@tsisc.com
Pro Se

STATE OF SOUTH CAROLINA)

COUNTY OF LEXINGTON)

The Bank of New York Mellon, f/k/a)
The Bank of New York as successor-in-)
Interest to JPMorgan Chase Bank, N.A.)
As successor-in-interest by merger to)
Bank One, N.A. as Trustee for Structured)
Asset Mortgage Investments Inc.,)
Mortgage Pass-Through Certificates,)
Series 2002-AR4,)

Plaintiff,)

Vs.)

Cathy G. Lanier; Branch Banking and)
Trust Company; Regions Bank,)

Defendants.)

IN THE COURT OF COMMON PLEAS
11TH JUDICIAL CIRCUIT

CASE NO.: 2013-CP-32-01709

COPY

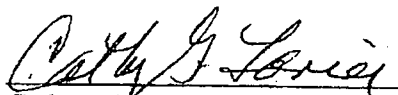
NOTICE OF DEPOSITION OF
PLAINTIFF UNDER RULE
30(b)(6), FRCP

CERTIFICATE OF SERVICE

On or about the date below, Defendant served upon the following the above-referenced document by US Mail:

Haynsworth Sinkler Boyd, P.A.
PO Box 11889
Columbia, SC 29211
Attn: Mary M. Caskey, Attorney

Respectfully Submitted,



Cathy G. Lanier
172 Belle Chase Drive
Lexington, SC 29072
Pro Se Defendant

Lexington, SC
April 22, 2015

STATE OF SOUTH CAROLINA

IN THE COURT OF COMMON PLEAS

COUNTY OF LEXINGTON

Case No. 2013-CP-32-01709

The Bank of New York Mellon, f/k/a The Bank of New York as successor-in-Interest to JPMorgan Chase Bank, N.A. as successor-in-interest by merger to Bank One, N.A. as Trustee for Structured Asset Mortgage Investments Inc., Mortgage Pass-Through Certificates, Series 2002-AR4,

Plaintiff,

vs.

Cathy G. Lanier; Branch Banking and Trust Company; Regions Bank,

Defendants.

CONSENT CONFIDENTIALITY ORDER

Whereas, the parties to this Consent Confidentiality Order ("parties"), have stipulated that certain discovery material is and should be treated as confidential, and have agreed to the terms of this order; accordingly, it is this _____ day of _____, 2015, ORDERED:

1. **Scope.** All documents produced in the course of discovery, all responses to discovery requests and all deposition testimony and deposition exhibits and any other materials which may be subject to discovery (hereinafter collectively "documents") shall be subject to this Order concerning confidential information as set forth below.

2. **Form and Timing of Designation.** Confidential documents shall be so designated by placing or affixing the word "CONFIDENTIAL" on the document in a manner which will not interfere with the legibility of the document and which will permit complete removal of the Confidential designation. Documents shall be designated CONFIDENTIAL prior

EXHIBIT

2

to, or contemporaneously with, the production or disclosure of the documents. Inadvertent or unintentional production of documents without prior designation as confidential shall not be deemed a waiver, in whole or in part, of the right to designate documents as confidential as otherwise allowed by this Order.

3. **Documents Which May be Designated Confidential.** Any party may designate Documents as confidential but only after review of the Documents by an attorney who has, in good faith, determined that the Documents contain information protected from disclosure by statute, sensitive personal information, trade secrets, or confidential research, development, or commercial information. Information or Documents which are available in the public sector may not be designated as confidential.

4. **Depositions.** Portions of depositions shall be deemed confidential only if designated as such when the deposition is taken or within seven business days after receipt of the transcript. Such designation shall be specific as to the portions to be protected.

5. **Protection of Confidential Material.**

a. **General Protections.** Documents designated CONFIDENTIAL under this Order shall not be used or disclosed by the parties or counsel for the parties or any other persons identified below (§ 5.b.) for any purposes whatsoever other than preparing for and conducting the litigation in which the documents were disclosed (including any appeal of that litigation). The parties shall not disclose documents designated as confidential to putative class members not named as plaintiffs in putative class litigation unless and until one or more classes have been certified.

b. **Limited Third Party Disclosures.** The parties and counsel for the parties shall not disclose or permit the disclosure of any documents designated CONFIDENTIAL

under the terms of this Order to any other person or entity except as set forth in subparagraphs (1)-(5) below, and then only after the person to whom disclosure is to be made has executed an acknowledgment (in the form set forth at Attachment A hereto), that he or she has read and understands the terms of this Order and is bound by it. Subject to these requirements, the following categories of persons may be allowed to review documents which have been designated CONFIDENTIAL pursuant to this Order:

- (1) counsel and employees of counsel for the parties who have responsibility for the preparation and trial of the lawsuit;
- (2) parties and employees of a party to this Order but only to the extent counsel shall certify that the specifically named individual party or employee's assistance is necessary to the conduct of the litigation in which the information is disclosed;
- (3) court reporters engaged for depositions and those persons, if any, specifically engaged for the limited purpose of making photocopies of documents;
- (4) consultants, investigators, or experts (hereinafter referred to collectively as "experts") employed by the parties or counsel for the parties to assist in the preparation and trial of the lawsuit; and
- (5) other persons only upon consent of the producing party or upon order of the court and on such conditions as are agreed to or ordered.

c. **Control of Documents.** Counsel for the parties shall take reasonable efforts to prevent unauthorized disclosure of documents designated as Confidential pursuant to the terms of this order. Counsel shall maintain a record of those persons, including employees of counsel, who have reviewed or been given access to the documents along

with the originals of the forms signed by those persons acknowledging their obligations under this Order.

d. **Copies.** All copies, duplicates, extracts, summaries or descriptions (hereinafter referred to collectively as "copies"), of documents designated as Confidential under this Order or any portion of such a document, shall be immediately affixed with the designation "CONFIDENTIAL" if the word does not already appear on the copy. All such copies shall be afforded the full protection of this Order.

6. **Filing of Confidential Materials.** Nothing contained in this Order shall prevent disclosure or use of any confidential material in connection with any deposition in this case, so long as such disclosure or use is deemed necessary in the judgment of counsel proposing to disclose or use such material for the prosecution or defense of this action, and provided further that the deponent agrees to signify in writing in a form attached hereto as Exhibit A that he or she has read and consents to abide by the terms of this Order. A party's right to use any confidential material at the trial of this case or at any other evidentiary hearings shall be determined and directed by the Court. In the event that a party wishes to use information or Documents designated as confidential in any document, pleading or deposition transcript filed in this litigation, the party shall request the Court to enter an Order that such document, pleading or transcript (or the part thereof containing confidential material) be filed under seal and maintained under seal by the Court, subject to further order and, as applicable, pursuant to the provisions of Rule 41.1(b), SCRCPP.

7. **Greater Protection of Specific Documents.** No party may withhold information from discovery on the ground that it requires protection greater than that afforded by this Order unless the party moves for an Order providing such special protection.

8. **Challenges to Designation as Confidential.** Any CONFIDENTIAL designation is subject to challenge. The following procedures shall apply to any such challenge.

a. The burden of proving the necessity of a Confidential designation remains with the party asserting confidentiality.

b. A party who contends that documents designated CONFIDENTIAL are not entitled to confidential treatment shall give written notice to the party who affixed the designation of the specific basis for the challenge. The party who so designated the documents shall have fifteen (15) days from service of the written notice to determine if the dispute can be resolved without judicial intervention and, if not, to move for an Order confirming the Confidential designation.

c. Notwithstanding any challenge to the designation of documents as confidential, all material previously designated CONFIDENTIAL shall continue to be treated as subject to the full protections of this Order until one of the following occurs:

(1) the party who claims that the documents are confidential withdraws such designation in writing;

(2) the party who claims that the documents are confidential fails to move timely for an Order designating the documents as confidential as set forth in paragraph 8.b. above; or

(3) the court rules that the documents should no longer be designated as confidential information.

d. Challenges to the confidentiality of documents may be made at any time and are not waived by the failure to raise the challenge at the time of initial disclosure or designation.

9. **Treatment on Conclusion of Litigation.**

a. **Order Remains in Effect.** All provisions of this Order restricting the use of documents designated CONFIDENTIAL shall continue to be binding after the conclusion of the litigation unless otherwise agreed or ordered.

b. **Return of CONFIDENTIAL Documents.** Within thirty (30) days after the conclusion of the litigation, including conclusion of any appeal, all documents treated as confidential under this Order, including copies as defined above (§ 5.d.) shall be returned to the producing party unless: (1) the document has been entered as evidence or filed (unless introduced or filed under seal); (2) the parties stipulate to destruction in lieu of return; or (3) as to documents containing the notations, summations, or other mental impressions of the receiving party, that party elects destruction. Notwithstanding the above requirements to return or destroy documents, counsel may retain attorney work product including an index which refers or relates to information designated CONFIDENTIAL so long as that work product does not duplicate verbatim substantial portions of the text of confidential documents. This work product continues to be Confidential under the terms of this Order. An attorney may use his or her work product in a subsequent litigation provided that its use does not disclose the confidential documents.

10. **Order Subject to Modification.** This Order shall be subject to modification on motion of any party or any other person who may show an adequate interest in the matter to intervene for purposes of addressing the scope and terms of this Order. The Order shall not, however, be modified until the parties shall have been given notice and an opportunity to be heard on the proposed modification.

11. **No Judicial Determination.** This Order is entered based on the representations and agreements of the parties and for the purpose of facilitating discovery. Nothing herein shall be construed or presented as a judicial determination that any specific document or item of information designated as confidential by counsel is subject to protection under Rule 26(c) of the South Carolina Rules of Civil Procedure or otherwise until such time as a document-specific ruling shall have been made.

12. **Persons Bound.** This Order shall take effect when entered and shall be binding upon: (1) counsel who signed below and their respective law firms; and (2) their respective clients.

AND IT IS SO ORDERED.

The Honorable James O. Spence
Master in Equity, Lexington County

_____, 2015

_____, South Carolina

ATTACHMENT B

STATE OF SOUTH CAROLINA

IN THE COURT OF COMMON PLEAS

COUNTY OF LEXINGTON

Case No. 2013-CP-32-01709

The Bank of New York Mellon, f/k/a The Bank of New York as successor-in-Interest to JPMorgan Chase Bank, N.A. as successor-in-interest by merger to Bank One, N.A. as Trustee for Structured Asset Mortgage Investments Inc., Mortgage Pass-Through Certificates, Series 2002-AR4,

Plaintiff,

vs.

Cathy G. Lanier; Branch Banking and Trust Company; Regions Bank;

Defendants.

**ACKNOWLEDGMENT OF UNDERSTANDING AND
AGREEMENT TO BE BOUND**

The undersigned hereby acknowledges that he or she has read the Confidentiality Order dated [confidentiality order date], in the above captioned action, understands the terms thereof, and agrees to be bound by such terms. The undersigned submits to the jurisdiction of the courts of the State of South Carolina in matters relating to the Confidentiality Order and understands that the terms of said Order obligate him/her to use discovery materials designated CONFIDENTIAL solely for the purposes of the above-captioned action, and not to disclose any such confidential information to any other person, firm or concern.

The undersigned acknowledges that violation of the Stipulated Confidentiality Order may result in penalties for contempt of court.

Name: [undersigned name [att B]]

Job Title: [Job Title [att B]]

Employer: [Employer [att B]]

Business Address: [Business Address [att B]]

Date: [date attachment B signed]

[Signature [attachment B]]

Signature

ATTACHMENT C

STATE OF SOUTH CAROLINA

IN THE COURT OF COMMON PLEAS

COUNTY OF LEXINGTON

Case No. 2013-CP-32-01709

The Bank of New York Mellon, f/k/a The Bank of New York as successor-in-Interest to JPMorgan Chase Bank, N.A. as successor-in-interest by merger to Bank One, N.A. as Trustee for Structured Asset Mortgage Investments Inc., Mortgage Pass-Through Certificates, Series 2002-AR4,

Plaintiff,

vs.

Cathy G. Lanier; Branch Banking and Trust Company; Regions Bank,

Defendants.

**CERTIFICATION OF COUNSEL OF NEED
FOR ASSISTANCE OF PARTY/EMPLOYEE**

Pursuant to the Confidentiality Order entered in this action, most particularly the provisions of Paragraph 5.b.2., I certify that the assistance of [name of assistant [att C]] is reasonably necessary to the conduct of this litigation and that this assistance requires the disclosure to this individual of information which has been designated as CONFIDENTIAL.

I have explained the terms of the Confidentiality Order to the individual named above and will obtain his or her signature on an "Acknowledgment of Understanding and Agreement to be Bound" prior to releasing any confidential documents to the named individual and I will release only such confidential documents as are reasonably necessary to the conduct of the litigation.

The individual named above is:

- ☐ A named party;
- ☐ An employee of named party [employee of named party]. This employee's job title is [employee's job title] and work address is [employee's work address].

Date: [date attachment C signed]

[Signature [attachment C]]
Signature

1201 MAIN STREET, 22ND FLOOR (29201-3226)
POST OFFICE BOX 11889 (29211-1889)
COLUMBIA, SOUTH CAROLINA
TELEPHONE 803.779.3080
FACSIMILE 803.765.1243
WEBSITE www.hsblawfirm.com

MARY M. CASKEY
DIRECT DIAL NUMBER 803.540.7870
EMAIL mcaskey@hsblawfirm.com

May 26, 2015

VIA E-MAIL

Cathy G. Lanier
172 Belle Chase Drive
Lexington, SC 29072
Cathy@tsisc.com

RE: *The Bank of New York Mellon, etc. v. Cathy G. Lanier, et al.*
Case No. 2013-CP-32-01709
HSB File No. 09150.0337

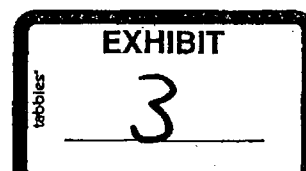
Dear Ms. Lanier:

By this letter, Plaintiff The Bank of New York Mellon ("Plaintiff") responds to your Notice of Deposition of Plaintiff Under Rule 30(b)(6), FRCP filed on April 22, 2015 (the "Notice").

Plaintiff objects to the Notice as overly broad, unduly burdensome, vague and ambiguous, and not reasonably calculated to lead to the discovery of admissible evidence on the grounds that the only issues that are relevant to this action are (1) the amount of the debt, and (2) the standing of Plaintiff to foreclose the subject mortgage. Plaintiff objects to the Notice to the extent it seeks information beyond those two topics. For example, No. 1 in Schedule A requests information about "REMIC trusts in general" or "the role played by BNYM as the appointed Trustee of the trust and what authorities regarding dealing with individual assets held by the trust the Trustee possesses in its role," which is outside the scope of the two issues that remain relevant to this case. Similarly, Nos. 3, 4, and 5, seek information which is not reasonably calculated to lead to the discovery of admissible evidence as there are no pending counterclaims and no punitive damages sought against Plaintiff. Plaintiff objects to these topics because they have nothing to do with the remaining issues in this case.

Further, Plaintiff also objects to the Notice to the extent it seeks information that is confidential or proprietary information, and requests that you consent to the entry of the enclosed Confidentiality Order prior to the deposition.

Finally, Plaintiff objects to the Notice to the extent that it purports to request documents from Plaintiff, as it is not a proper request under Rule 34, SCRPC.



Cathy G. Lanier

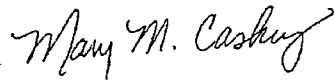
May 26, 2015

Page 2

Without waiving its objections and subject to the previously stated objections and entry of the Confidentiality Order proposed herein, Plaintiff states that Darrell Adkins, a Mortgage Banking Research Officer with JPMorgan Chase Bank, N.A., is available for deposition on June 9, 2015, at 9:00 am at 1201 Main Street, Suite 2200, Columbia, South Carolina. As a corporate representative, Mr. Adkins will be able to testify as to the relevant topics in the Notice that are not subject to objection as set forth herein.

Please feel free to contact me if you have any questions.

Yours truly,



Mary M. Caskey

172 Belle Chase Drive
Lexington, SC 29072
May 29, 2015

VIA EMAIL
Mary M. Caskey
Haynsworth Sinkler Boyd, PA

RE: The Bank of New York Mellon, etc. v. Cathy G. Lanier, et al, Case No. 2013-CP-32-01709

Dear Ms. Caskey:

By this letter, Defendant Cathy G. Lanier responds to your May 26, 2015 response of my Notice of Deposition Under Rule 30(b)(6), FRCP.

As we have discussed numerous times and as was made very clear in my Notice of Deposition, the subject matter I wish to discuss with your deponent concerns matters known only by the Plaintiff, Bank of New York Mellon. The proposed deponent, Mr. Adkins, is not an employee of the Plaintiff, Bank of New York Mellon, and is apparently a "hired testifier" that works for JPMorgan Chase Bank, N.A., and likely has no first-hand knowledge of anything concerning my loan, except for what he might be prepping for in anticipation of another performance at my deposition on June 9.

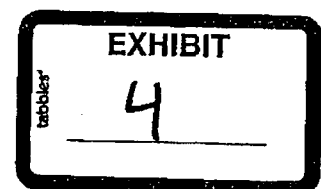
In fact, in many of the cases where Mr. Adkins has provided testimony, he has been certified to testify in only five (5) topic areas, NONE of which were listed in the topics in my Notice. Even for the topics about which he has been said to be knowledgeable and qualified to testify, his testimony has been disqualified as he possesses only limited first-hand knowledge in those topics, as he has not worked for predecessors in the chain of purported ownership of the mortgages for which he claims first-hand knowledge. He is, therefore, an unacceptable witness for my deposition. Please do not waste my time and yours proposing individuals such as this.

Again, I ask you to provide a bona fide employee of the Plaintiff, Bank of New York Mellon that has first-hand knowledge of the matters of the trust into which my loan was sold, and related matters as outlined in my Notice. I am not interested in any of the topics that Mr. Adkins could possibly testify about, as he is not, and has never been, an employee of the Plaintiff, Bank of New York Mellon.

Please let me know who you propose for the deposition, so I can make the determination as to whether or not we're going forward. If we cannot resolve this, I will ask Judge Spence to intervene since I have notified him of the possibility of your not cooperating in this matter. My suspicions that Bank of New York Mellon is not even aware it is involved in this lawsuit, are growing.

Sincerely,

Cathy G. Lanier
Cathy G. Lanier



ORIGINAL

STATE OF SOUTH CAROLINA **FILED** IN THE COURT OF COMMON PLEAS
COUNTY OF LEXINGTON 2015 JUN -5 PM 2: 02 11TH JUDICIAL CIRCUIT

JM

CASE NO.: 2013-CP-32-01709

The Bank of New York Mellon, f/k/a A. CARRIGG
The Bank of New York as successor-in-interest of COURT
Interest to JPMorgan Chase Bank, N.A. LEXINGTON SC

As successor-in-interest by merger to)
Bank One, N.A. as Trustee for Structured)
Asset Mortgage Investments Inc.,)
Mortgage Pass-Through Certificates,)
Series 2002-AR4,)

Plaintiff,)

Vs.)

Cathy G. Lanier; Branch Banking and)
Trust Company; Regions Bank,)

Defendants.)

**MOTION TO COMPEL PRODUCTION
OF A WITNESS SUITABLE FOR
DEPOSITION TESTIMONY REQUESTED
IN DEFENDANT'S 30(b)(6) NOTICE**

Since April of 2014, Defendant Cathy G. Lanier (Defendant) has requested to depose Medina Dzaferovic or a similarly placed trust manager employed by Plaintiff, Bank of New York Mellon (BNYM) with first-hand knowledge of the rules and regulations, as well as current status of the trust, related to the trust into which the Subject Loan was sold in 2002. Plaintiff has failed to cooperate with this request, prompting direction from this Court for Defendant to file a Notice of Deposition of Plaintiff under 30(b)(6), FRCP.

On April 22, 2015, Defendant filed the 30(b)(6) Notice that clearly stated the topics and requirements of deponent requested. The topics and requirements for first-hand knowledge of issues pertaining to the management of the trust would apply only to an employee of Plaintiff, BNYM. Over the next several weeks after the filing, Defendant coordinated with Plaintiff's attorney to set a time and place for the deposition. The deposition was scheduled for June 9, 2015, but has now been cancelled pending the outcome of this Motion.

On May 26, 2015, attorney for the Plaintiff submitted a letter to Defendant indicating its objection to the subject matter requested by Defendant in the Notice of Deposition. The only

witness offered for testimony, a Mr. Adkins, is not an employee of Plaintiff, BNYM, and cannot possibly possess first-hand knowledge of the issues listed in Defendant's Notice. Research by Defendant as to the identity and role played by Mr. Adkins shows that he is an employee of JPMorgan Chase, and has never been an employee of the Plaintiff, BNYM. Past testimony of Mr. Adkins has been restricted to five (5) subjects, none of which are contained in Defendant's Notice. Additionally, Mr. Adkins' testimony has been disallowed in many of the cases even concerning the five (5) areas of subject matter in which he purports to be qualified to provide first-hand testimony, because he does not possess the first-hand knowledge required for his testimony to be admissible. He is nothing more than a "professional testifier" as are frequently used in today's mortgage foreclosure crisis.

Defendant responded to Plaintiff's letter, again requesting that it adhere to the topics presented in Defendant's Notice, but that letter was met with a refusal to comply via email. Defendant has previously presented to this Court (docketed on April 9, 2015) a Response to Plaintiff's Memorandum in Opposition to Motion to Depose Medina Dzaferovic that outlines the importance to this case the information for which she has requested a Deponent to testify. However, Plaintiff appears to be hiding behind another representative, one with no first-hand knowledge of the trust matters Defendant seeks, rather than providing an employee of the actual Plaintiff to testify. This brings into question whether or not the named Plaintiff in this matter, BNYM, is even aware a lawsuit has been brought using its name. There appears to be some motivation to prevent Defendant from learning the true story behind whether or not this Plaintiff is in a position to have even brought this suit in the first place, which indicates it was not in that position, and the case should be dismissed.

In fact, in discussing the matters about which Defendant seeks to depose someone from the Plaintiff in the last hearing, the Court corrected Plaintiff's attorney that the subject matter the

Defendant was interested in was not what was being promoted by Plaintiff. That conversation is presented here, in discussing why Ms. Dzaferavic was not provided as a deponent as was requested by Defendant:

MS CASKEY: The position is that she is not – she has not been designated by us as a witness, she's not a party to – she's not a party so she's not subject to being just a notice of deposition under Rule 30. She's subject to either the subpoena power or an agreement, you know, pursuant to the parties.

Our contention is that she doesn't know the stuff that Ms. Lanier thinks she knows. She has nothing to offer towards this case. She has no knowledge of loans on a – on the loan level of the trust, she couldn't testify about whether or not a mortgage –

THE COURT: I think what she wants to talk to her, as I understand the material, is her knowledge of the underlying – how the loans are bundled up and sold. Because as I understood what she wrote, her theory is that under that agreement, while there is South Carolina law that says a servicer can foreclose, okay, there's law that says that, they can do a foreclosure if it's in the contract, as I understand what she's saying is she believes in this – in the underlying agreement the servicer – this servicer does not have the authority to bring the suit.

MS. LANIER: The trustee.

THE COURT: The trustee doesn't. (reference transcript, Page 10, Lines 10 through 25 and Page 11, Lines 1 through 11)

It would logically follow that someone with first-hand knowledge of the trust and how it is managed, i.e. an employee of the Trustee, who is also the Plaintiff, BNYM, would have to testify as to these matters.

THEREFORE, Defendant respectfully requests that this Court compel Defendant to provide a responsive witness who is an employee of the Plaintiff, BNYM, with first-hand knowledge of the topics listed in Defendant's Notice.

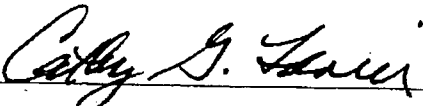
In the alternative, Defendant requests that this Court consider the bigger picture that Plaintiff provided no evidence at the inception of the case that could in any way be reasonably construed to prove standing, has failed to prove it has standing in any way, despite numerous requests from Defendant to do so, and has abused the discovery process by failing to provide much of the information requested by Defendant, including most recently, a reasonably situated deponent to answer valid and pertinent questions regarding the standing and capacity of the Plaintiff to bring this case. They have provided nothing to prove standing and apparently can provide nothing.

In the last hearing in this matter, the attorney for Plaintiff indicated:

MS CASKEY: I have original possession of the note and mortgage right now and I have since the case – well, since I got the case when it was transferred to me from foreclosure counsel. (reference Transcript, Page 8, Lines 12 through 15)

Defendant has disputed that Plaintiff is in possession of the note now, but Ms. Caskey has indicated that even she does not have first-hand knowledge that the Plaintiff was in possession of the note at the inception of the case, as is required and has been driven home by numerous Supreme Court and Appellate Court rulings. Given these facts, Defendant believes it proper for this Court to consider Defendant's prior Motion to Dismiss this case, with prejudice against Plaintiff as a reasonable sanction for abuse of the discovery process.

Respectfully submitted,


CATHY G LANIER, Pro Se

BETH A. CARRIG
CLERK OF COURT
LEXINGTON SC

2015 JUN -5 PM 2:03

FILED

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Lexington, SC
June 5, 2015

ORIGINAL

STATE OF SOUTH CAROLINA)
 COUNTY OF LEXINGTON)
 IN THE COURT OF COMMON PLEAS
 11TH JUDICIAL CIRCUIT

2013 AUG 30 PM 1:49

CASE NO.: 2013-CP-32-01709

JM

The Bank of New York Mellon, f/k/a)
 The Bank of New York as successor-in-)
 Interest to JPMorgan Chase Bank, N.A.)

As successor-in-interest by merger to)
 Bank One, N.A. as Trustee for Structured)
 Asset Mortgage Investments Inc.,)
 Mortgage Pass-Through Certificates,)
 Series 2002-AR4,)

Plaintiff,)

Vs.)

Cathy G. Lanier; Branch Banking and)
 Trust Company; Regions Bank,)

Defendants.)

MOTION FOR SUMMARY JUDGMENT

Defendant Cathy G. Lanier ("Defendant") hereby moves for Summary Judgment, pursuant to Rule 56, SCRCPP, on all claims in this action. This motion is based on the following grounds:

1. It is undisputed that Plaintiff cannot provide complete payment records and is missing three and a half years of payment records. Complete and auditable payment records are required to prevail in a foreclosure action. It is a necessity to show that there is a verified debt owed in order to foreclose.
2. Plaintiff is unable to show they had possession of the note when this case was initiated and therefore lack standing to bring the case.
3. This action was not brought and pursued by the real party in interest, but rather in the name of a party that is not the actual plaintiff in the case.
4. Plaintiff is in violation of Administrative Order 2011-05-02-01. Defendant is currently in negotiations with the purported servicer, JPMorgan Chase (JPM Chase) for a loan modification or some other means of resolution of this matter. The program under which these offers have been tendered fall under the Home

Affordable Modification Program (HMP). Therefore, according to Chief Justice Toal's original Order 2009-05-22-01 and the clarification Order 2011-05-02-01, Plaintiff, by failure to suspend foreclosure proceedings means the Plaintiff is acting in bad faith and in violation of the order. Defendant is being "dual tracked" in this matter.

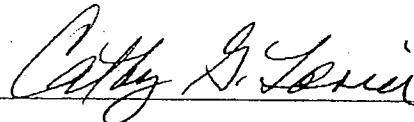
5. Bank of New York Mellon (BNYM) is the trustee and cannot bring suit. The trust's governing documents prove that it could not possibly be engaged in an action concerning an individual loan – a trustee is absolutely prohibited from taking such action by federal IRS laws regarding REMIC trusts.
6. Similarly JPM Chase, the purported servicer, has provided no evidence of how it managed to become the servicer either. But even if it could provide that proof, it did not bring this action in its own name, and is therefore barred from its clear attempt to take over the role of the Plaintiff and prosecute the action.
7. When no valid chain of title exists, a note loses its enforceability, and this case must be dismissed.

WHEREFORE, Defendant prays that this Court grant summary judgment in her favor, dismiss any claims contained within the Complaint, with prejudice against Plaintiff and any associated parties such as JPM Chase, and for such other relief as this Court may deem appropriate.

In the alternative, Defendant requests that this Court temporarily suspend all proceedings from this date forward, until she has had the opportunity to produce the required documentation for the HMP program. In the event the matter is not settled by those negotiations between the purported servicer and Defendant, Plaintiff will not be prejudiced at all, as Defendant currently lives

in the property and is providing for all maintenance and expenses associated with the property, and the case can continue toward trial and a logical conclusion.

Respectfully submitted,



CATHY G LANIER, Pro Se

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Lexington, SC
August 20, 2015

FILED

2015 AUG 20 PM 1 49

CLERK OF COURT
LEWIS & CLARK COUNTY
LEXINGTON, SC 29003

ORIGINAL

STATE OF SOUTH CAROLINA FILE)

IN THE COURT OF COMMON PLEAS
11TH JUDICIAL CIRCUIT

COUNTY OF LEXINGTON 5-10-13 PM 1:49)

CASE NO.: 2013-CP-32-01709

The Bank of New York Mellon, f/k/a)

The Bank of New York as successor-in-)

Interest to JPMorgan Chase Bank, N.A.)

As successor-in-interest by merger to)

Bank One, N.A. as Trustee for Structured)

Asset Mortgage Investments Inc.,)

Mortgage Pass-Through Certificates,)

Series 2002-AR4,)

Plaintiff,)

Vs.)

Cathy G. Lanier; Branch Banking and)

Trust Company; Regions Bank,)

Defendants.)

**MEMORANDUM IN SUPPORT OF
MOTION FOR SUMMARY JUDGMENT**

Defendant Cathy G. Lanier ("Defendant") respectfully submits this Memorandum in support of her Motion for Summary Judgment. In an effort to bring this case to its logical close based on the facts at hand and negate the need to hear Plaintiff's Motion regarding deponents. Defendant has submitted numerous documents and exhibits into this case in support of her position, including a Memorandum on Issues Discussed at Motions Hearing of August 19, 2014, Defendant's First Amended Answer/Affirmative Defenses/Counterclaims, a prior Motion to Dismiss and others, including a notebook of evidence showing that the subject loan has been retired at a \$0 balance for years, and the trust that claims to be suing her, has been terminated for many years as well. All those documents, exhibits and evidence are hereby incorporated by reference here.

There is a Motions Hearing scheduled for August 31, 2015, for which Defendant will be forced to miss a very important business meeting that had been scheduled for months and she therefore requests that the Court review the issues contained in the Motion and this Supporting Memorandum and recognize that the immediate and appropriate action at this time is to suspend the foreclosure processes, thereby continuing the scheduled Motions hearing until after Defendant has

had ample opportunity to provide the required information for the HMP resolution offered to her, or to dismiss the case in its entirety, based on the lack of any credible evidence provided by the Plaintiff that they had standing at the inception of this case.

Key Undisputed Facts

The following facts are undisputed:

1. Plaintiff lacks complete payment records and is missing three and a half years of payment records.
2. Plaintiff provided no proof at inception of case of standing, possession of the note or any reasonable means to ascertain standing.
3. Plaintiff alleges to be the Trustee in charge of the trust in which this loan was placed.
4. Plaintiff alleges that JP Morgan Chase is the Servicer of the Loan subject to this action.
5. Plaintiff alleges subject loan was sold into the trust, but there is no chain of title to support that premise.

ISSUE 1: PLAINTIFF HAS INCOMPLETE PAYMENT RECORDS AND THERE CAN BE NO PROOF OF ANY DEBT OWED

Plaintiff has incomplete payment records and the balance they claim Defendant owes is several hundred thousand dollars more than Defendant's records show. Numerous discovery motions have resulted in Plaintiff finally admitting it had provided all the accounting and payment records it had. Those records omit fully 3.5 years of payments when Defendant was paying large amounts of principle toward the subject loan. Defendant is in possession of tax records produced as a normal course of business and provided to her CPA for the purpose of his preparing her tax returns, showing the amounts of total principal and interest paid for the "missing years" which clearly show Plaintiff's records to be in error. If, as Plaintiff, Bank of New York Mellon (BNYM)

claims, they have been in possession of this loan, and the servicer, JPMorgan Chase (JPM Chase) has been servicing it since its sale into the named trust, why can JPM Chase, BNYM or anyone else not provide the full payment records? Without an auditable accounting of all transactions into and out of this loan account, there cannot be a foreclosure judgment issued.

Trust documents obtained in researching chain of title of the note and mortgage support that there is a zero balance on this loan. Evidence shows that the trust itself was closed and this loan and the entire trust was reported out with a \$0 balance years ago. There is no evidence showing that this Plaintiff or any associated party, is currently owed money from anyone for this loan. Without verified proof of a debt, there can be no foreclosure action.

ISSUE 2: DISMISSAL IS WARRANTED BY FAILURE TO PROVIDE PROOF OF STANDING AT INCEPTION OF CASE

Excerpt from the **Federal Practice Manual for Legal Aid Attorneys:**

3.1 STANDING

The Supreme Court has made it clear that the burden of establishing standing rests on the plaintiff. At each stage of the litigation—from the initial pleading stage, through summary judgment, and trial—the plaintiff must carry that burden. Standing must exist on the date the complaint is filed and throughout the litigation. Moreover, standing cannot be conferred by agreement and can be challenged at any time in the litigation, including on appeal, by the defendants or, in some circumstances, by the court sua sponte. Finally, plaintiffs must demonstrate standing for each claim and each request for relief. There is no “supplemental” standing: standing to assert one claim does not create standing to assert claims arising from the same nucleus of operative facts.

Plaintiff filed their initial Complaint on or about May 21, 2013. There were no conformed copies of either the note or mortgage accompanying the Complaint documents at the time of filing.

nothing providing even the barest minimum of proof these documents were in Plaintiff's possession at that time. Plaintiff has failed to show even the barest minimum of a prima facie case with real evidence and without presumptions that shows that possession of the note at inception and that this possession was the result of a real transaction or that they have received authorization from someone who had possession of the note with rights to enforce, which means that they in turn received the note or the rights to enforce from the party who is the actual creditor. They have provided absolutely no evidence to support their claim that they were in possession of the original note and mortgage associated with this case, at the inception of the case.

Although South Carolina has not amended its laws to deal with the foreclosure crisis as of yet, and there are few cases showing the importance of the requirement of a Plaintiff possessing proof of standing at the case's inception, logic dictates that if even a copy of the note and mortgage of which the Plaintiff claims to have possession, was not in their possession to use as proof at the time the Complaint was filed, it was likely never in their possession at all. Evidence provided to date does not prove they are in possession of the note even today. The Circuit Court judge who had this case before referral to the Master in Equity has erred by failing to dismiss the case at the outset, for the Plaintiff's failing to show even the barest minimum of proof of their ability to bring this claim. To allow this farce to continue, after wasting years' of the Defendant's and this Court's time, would indeed be a travesty of justice.

The burden of proof to show that the note and mortgage were in the possession of the named Plaintiff, BNYM at the time the Complaint was filed, falls clearly on the shoulders of the Plaintiff. They have provided nothing proving these original documents were in their possession, or that the documents they represent to the court now as the original note and mortgage, even are the original note and mortgage. Defendant has disputed their assertion that they possess the original note and mortgage since the time she had an opportunity to examine these documents earlier in the case.

In the State of Florida, where the mortgage crisis is perhaps at its worst, their legislature has seen fit to establish statutes dealing exclusively with these matters. Although these statutes provide a liberal construction of what does and does not constitute proof of being in possession of documents, even they support the idea that in the very least, there must be a certification filed with the Court, contemporaneously with the filing of the complaint for foreclosure, along with correct copies of the note and all allonges to the note must be attached to the certification:

FL 702.015 Elements of complaint; lost, destroyed, or stolen note affidavit. –

(4) If the plaintiff is in possession of the original promissory note, the plaintiff must file under penalty of perjury a certification with the court, contemporaneously with the filing of the complaint for foreclosure, that the plaintiff is in possession of the original promissory note. The certification must set forth the location of the note, the name and title of the individual giving the certification, the name of the person who personally verified such possession, and the time and date on which the possession was verified. Correct copies of the note and all allonges to the note must be attached to the certification. The original note and the allonges must be filed with the court before the entry of any judgment of foreclosure or judgment on the note.

In the instant case, shortly after being served with the Complaint, Defendant asked to view the original note that Plaintiff claimed to be in possession of, even though there had been nothing submitted with the Complaint indicating it was in their possession. At the time Defendant was told these documents were not readily available, but copies of these were eventually produced some two to three months after inception of the case. Defendant then viewed what Plaintiff purports to be the original note, but there was no allonge present or attached to the note, and the note was not endorsed to anyone. Therefore the originator, EMC Mortgage, was the only party authorized to enforce the note. However, in a later meeting, nearly a year past the case's inception, where Defendant asked to review the original note, not one, but actually two allonges had mysteriously appeared. This is clear evidence that a third party was in the process of preparing documents to try to promote the fraud that this Plaintiff had standing to pursue this case. There is not even proof that the undated allonge endorsements were performed by a person with authority to transfer the

ownership of the documents. Apparently, realizing the paperwork was not in order, the current legal representation went to work to get that produced after the fact. The current legal representative has even stated on the record that she is not aware and cannot testify to the Plaintiff being in possession of the note at the inception of the case, but merely as of the time she took the case over several months later.

MS CASKEY: I have original possession of the note and mortgage right now and I have since the case – well, since I got the case when it was transferred to me from foreclosure counsel. (reference Transcript from Hearing held on 4/15/15, Page 8, Lines 12 through 15)

It is important to remind the Court that the current law firm where Ms. Caskey works, was not the law firm that filed the Complaint. It appears Ms. Caskey is stating that even she did not receive the copies of the note and mortgage initially. Defendant has disputed that Plaintiff is in possession of the note now (there are several indications, under magnification that point to the note that was shown to Ms. Lanier is nothing more than a laser-printed copy of a scanned document), but Ms. Caskey has indicated that even she does not have first-hand knowledge that the Plaintiff was in possession of the note at the inception of the case, as is required and has been driven home by numerous Supreme Court and Appellate Court rulings.

There is absolutely no proof that this Plaintiff possessed any rights to bring this case from its inception. Standing must be in place as of inception of the case. It cannot be acquired in any manner once the case is ongoing.

ISSUE 3: COMPLAINT WAS NOT BROUGHT BY A REAL PARTY IN INTEREST

Given the protests and maneuvers of the Plaintiff to avoid any questioning whatsoever of any employees associated with the Plaintiff, BNYM, it should be apparent to all involved that the named Plaintiff, BNYM is not the party pursuing this foreclosure, but it is being pursued by the purported servicer, JPM Chase.

Even though SC has not clarified its laws to this extent, they have ruled on standing in many ways that beg some solid proof that the Plaintiff had a legal claim at the time the case was filed. "Standing refers to a party's right to make a legal claim or seek judicial enforcement of a duty or right." *Powell ex rel. Kelley v. Bank of Am.*, 379 S.C. 437, 444, 665 S.E.2d 237, 241 (Ct. App. 2008) (alteration and internal quotation marks omitted). "Standing is . . . that concept of justiciability that is concerned with whether a particular person may raise legal arguments or claims." *Id.* (alteration in original) (internal quotation marks omitted). "It concerns an individual's sufficient interest in the outcome of the litigation to warrant consideration of [the person's] position by a court." *Id.* (alteration in original) (internal quotation marks omitted). "Standing is a fundamental requirement for instituting an action." *Brock v. Bennett*, 313 S.C. 513, 519, 443 S.E.2d 409, 412 (Ct. App. 1994).

"Generally, a party must be a real party in interest to the litigation to have standing." *Hill v. S.C. Dep't of Health & Envtl. Control*, 389 S.C. 1, 22, 698 S.E.2d 612, 623 (2010) (internal quotation marks omitted). "A real party in interest for purposes of standing is a party with a real, material, or substantial interest in the outcome of the litigation." *Id.* (internal quotation marks omitted).

Rule 17(a) of the South Carolina Rules of Civil Procedure requires that every action be prosecuted "in the name of the real party in interest"

The South Carolina rule with respect to the real party in interest requirement is patterned after the comparable federal rule, which has been regarded as embodying the concept that an action shall be prosecuted "in the name of the party who, by the substantive law, has the right sought to be enforced." It is ownership of the right sought to be enforced which qualifies one as a real party in interest, rather than absolute ownership of specific property.

Defendant has contended throughout this matter, that the party that appears to be bringing this action is JPM Chase, not BNYM, while BNYM is the named party on the lawsuit. The Plaintiff claims that, as the servicer of the mortgage loan, JPM Chase has the right to pursue the foreclosure

and is the "real party in interest." While several cases in SC have granted the servicer the right to bring the case of foreclosure, the servicer must "Bring the case in its name" to be allowed to pursue the foreclosure. In this case, JPM Chase is not named on the Complaint or in any way associated with the complaint, and is attempting to pursue the foreclosure in hiding, while concealing the real party behind the lawsuit from Defendant, prejudicing her challenge by not being able to face her actual accuser, and only learning of the extent to the fraud perpetrated in recent months. This action alone, has unduly prejudiced Defendant in her defense of this case.

This point is emphasized *In re Burreto*, CA 05-07146-JW, 2008 WL 8895361, at *2 (Bankr. D.S.C. July 23, 2008).

[The loan servicer] is the responsible agent for receiving payment and acting on the mortgage holder's behalf and Debtors are bound by their Plan to pay [the loan servicer] for the mortgage. This record is more than sufficient proof to find that [the loan servicer] has standing to bring the action.

Note that this language indicates the servicer has standing to "Bring the action." The instant action was brought by BNYM, not JPM Chase who is the Servicer. Yet it is apparent that JPM Chase is who is behind this matter, carefully concealed by masquerading as a different Plaintiff.

Several bankruptcy courts and federal district courts, including those in South Carolina, have recognized the servicer of a loan to be a real party in interest and able to initiate a foreclosure. (emphasis added) However, in this case, the case was initiated by the Trustee, not the Servicer, and there has been not even basic proof provided as to ownership or ability to bring this action by either. The governing documents of the trust into which Plaintiff claims the Lanier loan was sold (although there is no proof or chain of title getting it into the trust), prohibit the Trustee from bringing a foreclosure action. Therefore, the only party that could possibly bring this action would be the Servicer (if, in fact there was proof that this loan is in the pool being recently

serviced by JPM Chase, or that JPM Chase legally acquired the role of servicer from the one named in the trust documents). The action must be brought in the name of the party with the right to enforce the collection, and that is not BNYM, yet this case was brought in the name of BNYM. BNYM does not possess standing, and nothing placed into evidence at the inception of the case assigns standing to any party at all.

ISSUE 4: PLAINTIFF IS IN VIOLATION OF ADMINISTRATIVE ORDER 2011-05-02-01, AND DISMISSAL WITH PREJUDICE AGAINST PLAINTIFF IS WARRANTED

Some months ago, Defendant began receiving offers by mail from JPM Chase to start making mortgage payments, based on their inaccurate and disputed representation of the balance owed on the subject loan, to resolve this matter. On July 24, 2015, Defendant received an email from Plaintiff's attorney with a letter offering an opportunity to receive assistance with the subject mortgage in the form of any of these solutions:

- Mortgage Modification
- Short Sale
- Deed-In-Lieu of Foreclosure
- Reinstatement
- Repayment Plan
- Forbearance Plan

This letter makes reference to falling under the provisions allowed under the Home Affordable Modification Program (HMP), indicating that the servicer, JPM Chase, has agreed to participate in the HMP. The letter stated that they are willing to review certain documentation to determine if Defendant is eligible for assistance with the mortgage. Defendant has indicated, directly and through Plaintiff's attorney, to the purported servicer her desire to resolve this matter and enter into a resolution program with them and is working on assembling the required documentation to comply with their offer.

Justice Jean Toal, Chief Justice of SC's Supreme Court issued Administrative Order 2009-05-22-01, which states:

"On March 4, 2009, the US Treasury Department (the Treasury) issued Guidelines on the mortgage loan modifications under the Home Affordable Modification Program (HMP) for residential loans owned, securitized or guaranteed by the Federal National Mortgage Association (Fannie Mae) or the Federal Home Loan Mortgage Corporation (Freddie Mac). The HMP is part of the Making Home Affordable Program (MHAP).

Subsequently, on April 6, 2009, the Treasury issued supplemental directive 09-01, which provided additional guidance to servicers for adoption and implementation of the HMP for residential mortgage loans that are not owned, securitized or guaranteed by Fannie Mae or Freddie Mac. For this latter category, the HMP is only applicable if the servicer has agreed to participate in the HMP.

If Applicable, the HMP requires the temporary suspension of foreclosure actions.¹"

Chief Justice Toal, having received reports that foreclosures were still on the rise in SC, mortgagees were still participating in the "dual tracking" that her first order sought to curtail, and the courts were bogged down by failures in communication between servicers and mortgagors in complying with HMP negotiations, she issued Administrative Order 2011-05-02-01. This order did not replace Administrative Order 2009-05-22-01, but merely clarified it with respect to foreclosure actions ongoing as of that date, and how to handle those filed after that date. "The terms and conditions of this order apply to all mortgage foreclosure proceedings concerning Owner-Occupied dwellings in this State."

¹ The Guidelines state:

Any foreclosure action will be temporarily suspended during the trial period, or while borrowers are considered for alternative foreclosure prevention options. In the event that the Home Affordable Modification or alternative foreclosure prevention options fail, the foreclosure action may be resumed.

The Order specifies that for all foreclosure actions filed after May 9, 2011, no foreclosure hearing may be held in the foreclosure action until the Mortgagee's attorney certifies that the Mortgagee has complied with these requirements:

- (a) that the Mortgagor has been served with a notice of the Mortgagor's right to foreclosure intervention for the purpose of seeking a resolution of the foreclosure action by loan modification or other means of loss mitigation;
- (b) that the Mortgagee, or its designated agent, has received and examined all documents and records required to be submitted by the Mortgagor to evaluate eligibility for foreclosure intervention;
- (c) **that the Mortgagor has been afforded a full and fair opportunity to submit any other information or data pertaining to the Mortgagor's loan or personal circumstances for consideration by the Mortgagee; (emphasis added)**
- (d) that after completion of the foreclosure intervention process, the Mortgagor does not qualify for loan modification or other means of loss mitigation, in accordance with any standards, rules or guidelines applicable to the mortgage loan, and the parties have been unable to reach any other agreement concerning the foreclosure process; and,
- (e) that notice of the denial of loan modification or other means of loss mitigation has been served on the Mortgagor by mailing such notice to all known addresses of the Mortgagor; provided, that such notice shall also state that the Mortgagor has 30 days from the date of mailing of notice of denial of relief to file and serve an answer or other response to the Mortgagee's summons and complaint.

Due to the fact that the purported servicer, JPM Chase has just begun to attempt to comply with this order, and Defendant is in current negotiations and assembling the required paperwork, some of which will not be available until mid-October, 2015 when extended tax returns are due, to apply to the HMP, the clear directive from Chief Justice Toal is that the foreclosure proceedings must be temporarily suspended in order to ensure that the Mortgagor (Defendant) "has been afforded a full and fair opportunity to submit other information or data pertaining to the Mortgagor's loan or personal circumstances for consideration by the Mortgagee." Off the record attempts by email conversations between Defendant and Plaintiff's counsel to request that Plaintiff comply with this requirement have been unsuccessful. Therefore, according to the Administrative Order, moving forward with this case while these negotiations are ongoing represents a violation of the Administrative Order:

"A Mortgagee's attorney, by proceeding with a foreclosure, represents to the Court that the Mortgagee has fully complied with all provisions of this order."

The order goes on to describe the proceeding of a foreclosure while these negotiations are ongoing with the mortgagor as the failure of the Mortgagee to act in good faith:

"The Court having jurisdiction over the foreclosure action shall hear and determine any dispute concerning any party's compliance with this order, including without limitation, the failure of any party to act in good faith in complying with the terms of this order. In the event the Court determines that any party to the foreclosure action, or their acting agent, has failed to comply with the terms of this order, or has not attempted to reach an agreement for foreclosure intervention in good faith, the Court may, in its discretion, impose such sanctions as it determines to be reasonable and just under the circumstances, including without limitation, the assessment of reasonable attorney's fees and costs against the culpable party."

Chief Justice Toal's prior order (Order No. 2009-05-22-01), which was clarified in this newer order, states "...the HMP requires the temporary suspension of foreclosure actions." By moving forward with this foreclosure action, Plaintiff is acting in bad faith, and participating in what the mortgage industry calls "dual tracking." The elimination of "Dual tracking" was the purpose for Chief Justice Toal's original order dealing with these matters. Therefore sanctions are warranted. Given the circumstances surrounding this case, reasonable and just sanctions would include the dismissal of this action, with prejudice against Plaintiff or any of its agents involved or associated with the instant case. It also warrants the Court considering awarding monetary damages to Defendant for the time and resources wasted in fighting an action against a party without standing, and Plaintiff bringing an illegal foreclosure action against Defendant.

**ISSUES 5, 6 & 7: THERE IS NO CHAIN OF TITLE PLACING THE LANIER
LOAN INTO THE TRUST MANAGED BY PLAINTIFF; TRUSTEE CANNOT
CONTRACTUALLY AND BY LAW, BRING FORECLOSURE CASE; ROLES IN
TRUST SHOW NO BASIS IN CONTRACT OR LAW**

Again, due to lack of challenge to these banks by South Carolinians, Defendant uses a recent example from the Appeals court in FL, and asks the Court to recall the elaborate dance that has been performed by the Plaintiff in the instant case to avoid providing any evidence of chain of title or anything substantive to prove their standing or ownership in this case:

Barry Fagan, from the Law Offices of Barry Fagan, and specializing in real estate, bankruptcy and litigation, provides a very clear analysis of *George L. Kenney v. HSBC Bank USA National Assoc., as Trustee, et al.*, 40 FLW D1694 (Fla. 4th DCA 2015).

"In the Kenney case, you have the non-existent American Broker's Conduit as "originator," Wells Fargo playing the part of servicer, and HSBC playing the part of Trustee for a Trust that never received the loan. Hence there was no owner and no servicer, whose rights derive from the terms of the trust (but since the trust didn't own the loan, the servicer had no rights to service that loan).

Once again Florida courts are asking "where's the beef?" If the transactions are not real or disclosed then how is the court to treat documents that "talk about" the transactions as if there were real purchases and sales of the loans and loan documents.

The reason why there are no such proffers of real evidence is that there is no real evidence. The banks are faking it. And they have been quite successful in nearly 8 million foreclosures.

Finally the courts ~~are refusing to be used as tools~~ in the largest economic crime in human history. Standing is a jurisdictional issue and can be raised at any time, including on appeal, for the first time.

And there is no doubt that standing is the burden of the party who is asserting standing. It is not on the borrower to show that the foreclosing party lacks standing. It is up to the foreclosing party to prove a prima facie case with real evidence and without presumptions that shows that possession of the note was the result of a real transaction or that they have received authorization from someone who had possession of the note with rights to enforce, which means that they in turn received the note or the rights to enforce from the party who is the actual creditor.

Under normal circumstances, there would be no doubt that the bank would need to show and even want to show that the transactions were real. The fact they are fighting it could only mean one thing — the entire chain is fabricated, forged and a total sham.

The problem is that Judges, lawyers and even borrowers are still having trouble with the notion that the banks would come to court without any reason for being there except greed.

The banks come to court because they have successfully barred the real creditor from knowing about and participating in any efforts to collect on the money advanced by investors, who are the real creditors. So there is nothing to stop the banks from lying to borrowers, lawyers, judges and even appellate courts because they are the only ones who know the real story. This case says otherwise."

Similarly, in the instant case, you have the non-existent EMC Mortgage as "Seller (otherwise known as "originator")," Wells Fargo playing the part of master servicer, with the non-existent Alliance Mortgage Company as sub-servicer. Then there's the non-existent Bank One playing the part of Trustee for a Trust that never received the loan. Hence there was no owner and no servicer, whose rights derive from the terms of the trust (but since the trust didn't own the loan, the servicer had no rights to service that loan). But please also note that not one of the parties named by the trust are actually associated

with the current lawsuit against Defendant, and the current Plaintiff has provided absolutely no evidence showing how it got to play the role it claims.

Instead all these new players have shown up on the scene, each claiming to somehow magically have been placed into the trust's roles, but providing absolutely no evidence as to how they legally acquired those roles. But even if the current Plaintiff, BNYM has somehow legally acquired the role of trustee, according to the governing documents of the trust, a trustee is not allowed to pursue a foreclosure or any action on an individual loan in the trust pool. If, in fact the current purported servicer, JPM Chase (also with no evidence to support how it came to play that role) is bringing this action, they would have to be the named party in this lawsuit. The trustee is the only named party associated with this action.

Data acquired by Defendant upon determining that Plaintiff would not or could not produce any of this evidence, clearly shows that the subject loan has been at a \$0 balance for years. The loan has been paid off, either by asset swap insurance, TARP funds, or a combination of those. Yet JPM Chase, already the subject of numerous federal lawsuits, fines and sanctions, has picked up the value-less paper, apparently without authority to do so, and is trying to make a case to collect it as if it has not been paid off, from a pure aspect of greed and unjust enrichment.

But the Plaintiff in this case is BNYM, now claiming to be acting as Trustee. Unfortunately, in the Pooling and Servicing Agreement (PSA) and all other trust-related documents upon which trusts operate and must operate as enforced by the Securities and Exchange Commission, the Trustee, whomever it is (since there is no valid evidence – an undated allonge, prepared by a third-party, and showing up only AFTER the inception of the case is not valid -- showing how BNYM acquired the role of trustee from the original trustee, Bank One), is not allowed to know anything, have anything, do anything or ask anything about the individual mortgages in the trust pool. They, as trustee, are contractually stopped from even inquiring about these loans, much less bringing an action against any

one individually. The specific PSA for the trust named in the Complaint is very clear that there can be no possible way for the trustee to take any action whatsoever on the individual mortgages in the pool.

The plain truth is that BNYM, Chase and other banks are pursuing foreclosures not because they are the lender or a successor to a lender or even an authorized representative of the real creditor. They are actually using the illusion of a default and foreclosure to cover up the fact that they are really suing for themselves – even if they are not the lender, the successor or authorized representatives. They are getting title to homes in which they have no investment. So the free house is going to BNYM and other banks, not the borrower. In *Goodin v. Bank of America, N.A.*, Bank of America was not only stopped in this fraud (filing a false foreclosure), but judgement was entered on behalf of the Goodins in the amount of the mortgage balance for which they were illegally sued, as well as attorneys' fees and costs. The Goodins were awarded quiet title to their home, free of encumbrances, and Bank of America had to pay them the full amount of the supposed remaining mortgage balance (falsified) over which the Goodins had been sued, to boot. Defendant offers this as a great starting place for an award of damages to her for having her business and life disrupted for over 2 years with this false foreclosure attempt.

In case after case, decisions by lower courts failing to see the forest for the trees, are being overturned in appeals. Mr. Fagan explains:

“Ultimately the problem with (insert any bank name here)’s attempt to establish standing to foreclose is that it relies on a “paper trail” that beats around the bush but never axes the tree necessary to establish the legal requirement of standing. We cannot, as advocated by these banks, presume standing simply because it serviced the loan; long standing case law prevents us from doing so.

The false presumption has been that the burden of proof was on the borrower to prove that even though it was the other side who had the only proof. But the burden is not on the borrower. It is on the foreclosing party to at least make a prima facie case for

standing and they can't do that through mere presumptions concerning fabricated instruments that appear to be facially valid.

In the real world of banking there are plenty of tracks that would show such a transaction if it really had occurred. The fact that the banks, servicers, trustees, et al are fighting so hard against revealing those tracks is the strongest indication that no such tracks, and therefore no such transactions ever occurred.

Any bank who was seriously thinking about buying into such a transaction would insist on seeing the footprints of the transaction and proof of payment. The courts should do nothing less than the banks require of each other and themselves when the transactions are real."

In the instant case, there is absolutely no proof the named trust actually owned the subject loan. In another of Mr. Fagan's analyses, he speaks of a very similar case to this one, *Thomas A. Glaski v. Bank of America, National Association, et al.* In this case, Thomas Adams, via an affidavit, provided expert testimony. Mr. Adams was one of the lawyers who worked on the first pooling and servicing agreements back in 1980 and testified that the trust did not ever come to own the loan and in fact that no one in the chain ever owned the loan. He says that the trust could not possibly own the loan because it is invalid according to the terms of the trust itself. The alleged transfer is void because:

1. The period of operation for the REMIC trust was limited to a specific number of days. It was only during that period that the loan could have been purchased by the trust. The alleged transfer took place 4 years after the operations of the REMIC trust closed. State law agrees with New York trust laws and the Pooling and Servicing Agreement says the same thing. (In the instant case the alleged transfer took place nearly 10 years past the period the loan could have been purchased by the trust.)
2. The subject loan was already declared to be in default at the time of the transfer. Hence the loan was not a "qualified" loan under the terms of the Pooling and Servicing Agreement. (It

also means that none of the presumptions under the UCC apply as to possession, holder or endorsement of the note.) (In the instant case, the subject loan was declared to be "in default" fully 2 years prior to the invalid transfer.)

"One of the interesting things is that if the trust never purchased nor acquired the loan, then even the servicer who was named in the PSA has no claim to being the servicer unless they have another instrument from the true creditor to service the loan, which they don't. If they did, they would be required to disclose the identities of the investors on each loan, which would give each borrower a chance to contact those investors.

The banks have successfully pulled the wool over the eyes of thousands of judges by piling up false paperwork, including "Powers of Attorney" (why would you need that if the servicing rights were really transferred? If the servicing rights were truly transferred, then there would have been a purchase and sale agreement and an assignment of the servicing rights, not a power of attorney.)

Once the investors and borrowers start to compare notes, it becomes easily apparent that the original loan documentation was often completely false and withheld multiple material disclosures. As we have already seen in lawsuits by investors against servicers, the servicers are the real parties in interest in foreclosures, since it completes the theft that started when investors first gave their money to the investment bank who was selling mortgage backed securities issued by a REMIC Trust that was destined to be cheated out of the proceeds of sale of those MBS securities.

The Truth of the matter is that the investor money was never used to fund the Trusts who acquired the loans. The truth is that investor money was used in most cases to directly fund the origination of the loan, contrary to the trust (which was ignored by all parties). And the truth of the matter is that the investors have no privity with the

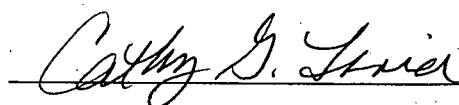
borrowers, and are not protected by note or mortgage or their interest in an empty unfunded trust. Nobody has the right to use or enforce most of the notes and mortgages out there.

There is nothing to enforce --- by the Trust, the servicer, the subservicer, the successors, endorsees, or attorneys in fact. And if there is no loan contract then the documents evidencing the loan contract are worthless pieces of paper upon which no actual transaction exists --- no matter how many times they refer to it in increasingly false and fraudulent documentation."

That analysis is a nearly exact description of what is going on in the instant case. Our own expert witness, a banking and securities expert, William McCaffrey, has also produced an affidavit showing how the current Plaintiff, nor the servicer, have a claim, and never actually owned or had any investment in the subject loan. The case must be dismissed.

WHEREFORE, Defendant prays that the Court grant Summary Judgment on the matters raised by Defendant, dismiss the Complaint with prejudice against Plaintiff and related parties, such as JPM Chase, and for such other and further relief as the court deems appropriate.

Respectfully submitted,



CATHY G LANIER, Pro Se

Cathy G. Lanier
172 Belle Chase Drive
Lexington, SC 29072
803-315-3636
803-359-7031 (fax)
cathy@tsisc.com
Pro Se

Lexington, SC
August 20, 2015

BETH A. CARRIGG
CLERK OF COURT
LEXINGTON SC

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FILED

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KPK

STATE OF SOUTH CAROLINA

IN THE COURT OF COMMON PLEAS

COUNTY OF LEXINGTON

Case No. 2013-CP-32-01709

The Bank of New York Mellon, f/k/a The Bank of New York as successor-in-Interest to JPMorgan Chase Bank, N.A. as successor-in-interest by merger to Bank One, N.A. as Trustee for Structured Asset Mortgage Investments Inc., Mortgage Pass-Through Certificates, Series 2002-AR4,

Plaintiff,

vs.

Cathy G. Lanier; Branch Banking and Trust Company; Regions Bank,

Defendants.

FILED
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CLERK OF COURT
JAMES C. CARROLL

PLAINTIFF'S MOTION FOR SUMMARY JUDGMENT

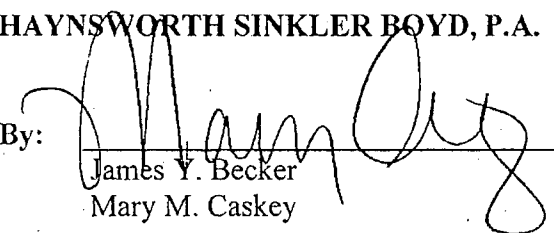
Plaintiff, The Bank of New York Mellon, f/k/a The Bank of New York as successor-in-Interest to JPMorgan Chase Bank, N.A. as successor-in-interest by merger to Bank One, N.A. as Trustee for Structured Asset Mortgage Investments Inc., Mortgage Pass-Through Certificates, Series 2002-AR4 ("Plaintiff"), by and through its undersigned attorney, hereby moves pursuant to Rule 56, SCRCP, for an Order granting summary judgment in Plaintiff's favor as to all claims in its Complaint against Defendant Cathy G. Lanier ("Defendant") on the grounds that there is no genuine issue as to any material fact with respect to the claims asserted by Plaintiff. Defendant's counterclaims were dismissed on January 17, 2014, and the only two remaining contested issues in the case since that time have been the amount of the debt and whether Plaintiff has standing to bring this foreclosure action. As set forth in the Affidavit of Joseph G. Devine, Jr., filed with this Motion, Plaintiff has standing to foreclose the subject mortgage in this case and the loan is in default. Defendant has not produced any evidence to contradict Plaintiff's standing or the

amount claimed by Plaintiff, and there is no material issue of genuine fact that Plaintiff is entitled to an order of foreclosure and judgment against Defendant for any deficiency that remains after the sale of the property.

This Motion is based upon the pleadings filed by the parties, the Affidavit of Joseph G. Devine, Jr., and any memorandum in support that may be later filed by the Plaintiff.

HAYNSWORTH SINKLER BOYD, P.A.

By:


James Y. Becker

Mary M. Caskey

1201 Main Street, Suite 2200
Post Office Drawer 11889 (29211-1889)
Columbia, South Carolina 29201
(803) 779.3080 Tel
Attorneys for Plaintiff

October 19, 2015

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CLERK OF COURT
JULIA DARRIGO

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ORIGINAL

STATE OF SOUTH CAROLINA

IN THE COURT OF COMMON PLEAS

KPK

COUNTY OF LEXINGTON

Case No. 2013-CP-32-01709

The Bank of New York Mellon, f/k/a The Bank of New York as successor-in-interest to JPMorgan Chase Bank, N.A. as successor in interest by merger to Bank One, N.A. as Trustee for Structured Asset Mortgage Investments Inc., Mortgage Pass-Through Certificates, Series 2002-AR4,

Plaintiff,

vs.

Cathy G. Lanier; Branch Banking and Trust Company; Regions Bank,

Defendants.

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CLERK OF COURT

AFFIDAVIT OF JOSEPH G. DEVINE, JR.

I, Joseph G. Devine, Jr., after being duly sworn upon oath, testify as follows:

1. I am an authorized signer with JPMorgan Chase Bank, National Association ("Chase"), who is the servicer and attorney in fact for The Bank of New York Mellon, f/k/a The Bank of New York as successor-in-interest to JPMorgan Chase Bank, N.A. as successor in interest by merger to Bank One, N.A. as Trustee for Structured Asset Mortgage Investments Inc., Mortgage Pass-Through Certificates, Series 2002-AR4 ("Plaintiff"), and am duly authorized to make this Affidavit on behalf of Plaintiff. I am over the age of 18 and competent to testify as to the facts contained in this Affidavit.

2. The factual statements contained in this Affidavit are based on my own personal knowledge and my review of Chase's business records for the mortgage loan to Cathy G. Lanier ("Lanier"), originated on or about August 2, 2002 (the "Loan"), which is the subject of this

foreclosure action. The records concerning the Loan are maintained by Chase in the course of its regularly conducted business activities and are made at or near the time of the event, by or from information transmitted by a person with knowledge of the events and information contained in the records. It is the regular practice of Chase to keep such records in the ordinary course of its regularly conducted business activity.

3. As a mortgage servicer, Chase collects payments from borrowers and maintains up-to-date electronic records concerning the loans it services in its electronic record-keeping system. Chase's records that relate to the Loan that I reviewed and relied upon for the statements made in this Affidavit include images of the Note and Mortgage related to the Loan, and Chase's electronic servicing system, MSP.

4. The Loan is evidenced by a promissory Note dated August 2, 2002, from Lanier to Southstar Funding, LLC DBA Capital Home Mortgage in the principal amount of \$582,250.00 (the "Note"). A redacted, but otherwise true copy of the Note is attached hereto as **Exhibit A**.

5. A redacted, but otherwise true copy of the Allonge to Note in favor of Bank One National Association, as Trustee is attached as **Exhibit B**.

6. A redacted, but otherwise true copy of the Allonge to Mortgage Note in favor of The Bank of New York Mellon, f/k/a The Bank of New York as successor-in-interest of JPMorgan Chase Bank, N.A. as successor in interest by merger to Bank One, N.A. as Trustee for Structured Asset Mortgage Investments Inc., Mortgage Pass-Through Certificates, Series 2002-AR4, is attached as **Exhibit C**.

7. The Note is secured by a Mortgage dated August 2, 2002 (the "Mortgage"), from Lanier, whereby Lanier mortgaged to Mortgage Electronic Registration Systems, Inc. ("MERS"), as nominee for Southstar Funding, LLC DBA Capital Home Mortgage, property located at 172

Belle Chase Drive, Lexington, South Carolina 29072 (the "Property"). A redacted, but otherwise true copy of the Mortgage is attached hereto as **Exhibit D**.

8. The Mortgage was assigned by MERS as nominee for Southstar Funding, LLC DBA Capital Home Mortgage, Its Successors and Assigns to Chase by assignment dated March 4, 2012, and recorded on March 29, 2012, in Book 15422, at Page 73, a redacted, but otherwise true copy of which is attached as **Exhibit E**.

9. The Mortgage was assigned by Chase to The Bank of New York Mellon, f/k/a The Bank of New York as successor-in-interest to JPMorgan Chase Bank, N.A. as successor in interest by merger to Bank One, N.A. as Trustee for Structured Asset Mortgage Investments Inc., Mortgage Pass-Through Certificates, Series 2002-AR4, the Plaintiff in this action, by assignment dated April 24, 2013, and recorded on May 15, 2013, in Book 16279, at Page 241, a redacted, but otherwise true copy of which is attached as **Exhibit F**.

10. The Note, Allonges, Mortgage, and Assignments of Mortgage are sometimes referred to collectively as the "Loan Documents."

11. Chase is the current servicer of the Loan, and has serviced the Loan since April 1, 2011.

12. Chase, directly or through its attorneys, is in possession of the original Note, Mortgage, and Allonges.

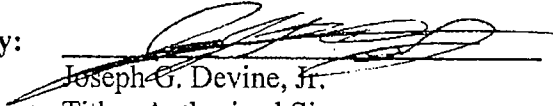
13. Lanier failed to make the payment due for September 9, 2010 under the Loan Documents, and has failed to make subsequent payments to bring the Loan current, and the entire Loan balance is now due and owing to Plaintiff, the current owner of the Loan. Redacted, but otherwise true copies of the Payment Histories in Chase's possession are attached collectively as **Exhibit G**.

14. As of September 22, 2015, Plaintiff seeks to recover the total payoff amount of \$637,127.12. A redacted, but otherwise true copy of a Payoff Quote is attached as **Exhibit H**.

I swear and believe that the facts set forth in the foregoing are true to the best of my knowledge.

JPMorgan Chase Bank, National Association as attorney in fact for The Bank of New York Mellon, f/k/a The Bank of New York as successor-in-interest to JPMorgan Chase Bank, N.A. as successor in interest by merger to Bank One, N.A. as Trustee for Structured Asset Mortgage Investments Inc., Mortgage Pass-Through Certificates, Series 2002-AR4

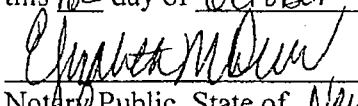
By:


Joseph G. Devine, Jr.

Title: Authorized Signer

Date: October 16, 2015

Sworn to and subscribed before me
this 16th day of October, 2015


Notary Public, State of New York
My commission expires June 4, 2019

[NOTARY SEAL]

ELIZABETH MARIE DREW
Notary Public, State of New York
Registration #02DR6167863
Qualified in New York County
Commission Expires June 4, 2019

FILED

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CLERK OF COUNTY
JULIA CANTINO
CLERK OF COUNTY

LOAN NO. 6002

ADJUSTABLE RATE NOTE
(LIBOR Index - Rate Caps)

THIS NOTE CONTAINS PROVISIONS ALLOWING FOR CHANGES IN MY INTEREST RATE AND MY MONTHLY PAYMENT. THIS NOTE LIMITS THE AMOUNT MY INTEREST RATE CAN CHANGE AT ANY ONE TIME AND THE MAXIMUM RATE I MUST PAY.

AUGUST 2, 2002

WEST COLUMBIA, SOUTH CAROLINA
[City] [State]

172 BELLE CHASE DRIVE, LEXINGTON, SOUTH CAROLINA 29072
[Property Address]

1. BORROWER'S PROMISE TO PAY

In return for a loan that I have received, I promise to pay U.S. \$ 582,250.00 (this amount is called "Principal"), plus interest, to the order of the Lender. The Lender is SOUTHSTAR FUNDING, LLC DBA CAPITAL HOME MORTGAGE

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

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

2. INTEREST

Interest will be charged on unpaid principal until the full amount of Principal has been paid. I will pay interest at a yearly rate of 4.000 %. The interest rate I will pay may change in accordance with Section 4 of this Note.

The interest rate required by this Section 2 and Section 4 of this Note is the rate I will pay both before and after any default described in Section 7(B) of this Note.

3. PAYMENTS

(A) Time and Place of Payments

Beginning on the 1st day of SEPTEMBER 1, 2002 and on the first day of every month thereafter until the 1st day of AUGUST, 2012, I will pay only the interest on the unpaid principal balance of the Note. Thereafter, I will pay principal and interest by making payments every month as provided below.

I will make my monthly payments of principal and interest on the 1st day of each month beginning SEPTEMBER, 2012. I will make these payments every month until I have paid all of the principal and interest and any other charges described below that I may owe under this Note.

My monthly payments will be applied to interest before principal. If, on AUGUST 1, 2027, I still owe amounts under this Note, I will pay those amounts in full on that date, which is called the "maturity date."

I will make my monthly payments at 400 NORTHRIDGE ROAD, SUITE 1120, ATLANTA, GEORGIA 30350 or at a different place if required by the Note Holder.

(B) Amount of My Initial Monthly Payments

Each of my initial monthly payments will be in the amount of U.S. \$ 1,940.83. This amount may change.

(C) Monthly Payment Changes

Changes in my monthly payment will reflect changes in the unpaid principal of my loan and in the interest rate that I must pay. The Note Holder will determine my new interest rate and the changed amount of my monthly payment in accordance with Section 4 of this Note.

(D) Withholding

If I am a nonresident client, I understand that all payments due hereunder shall be paid without reduction for any taxes, deductions or withholding of any nature. If such tax, deduction or withholding is required by any law to be made from any payment to the Note Holder, I shall continue to pay this Note in accordance with the terms hereof, such that the Note Holder will receive such amount as it would have received had no such tax, deduction or withholding been required.

EXHIBIT A

4. INTEREST RATE AND MONTHLY PAYMENT CHANGES

(A) Change Dates

The interest rate I will pay may change on the 1st day of FEBRUARY, 2003, and on that day every sixth (6th) month thereafter. Each date on which my interest rate could change is called a "Change Date."

(B) The Index

Beginning with the first Change Date, my interest rate will be based on an Index. The "Index" is the average of interbank offered rates for 6-month U.S. dollar-denominated deposits in the London market ("LIBOR"), as published in The Wall Street Journal. The most recent Index figure available as of the first business day of the month immediately preceding the month in which the Change Date occurs is called the "Current Index."

If the Index is no longer available, the Note Holder will choose a new index that is based upon comparable information. The Note Holder will give me notice of this choice.

(C) Calculation of Changes

Before each Change Date, the Note Holder will calculate my new interest rate by adding TWO AND ONE/EIGHTH----- percentage point(s) (2.125 %) to the Current Index. The Note Holder will then round the result of this addition to the nearest one-eighth of one percentage point (0.125%). Subject to the limits stated in Section 4(D) below, this rounded amount will be my new interest rate until the next Change Date.

(i) Interest-Only Period. The "interest-only period" is the period from the date of this Note through JULY 31, 2012. For the interest-only period, after calculating my new interest rate as provided above, the Note Holder will then determine the amount of the monthly payment that would be sufficient to pay the interest which accrues on the unpaid principal of my loan. The result of this calculation will be the new amount of my monthly payment.

(ii) Amortization Period. The "amortization period" is the period after the Interest-only period. For the amortization period, after calculating my new interest rate as provided above, the Note Holder will then determine the amount of the monthly payment that would be sufficient to repay the unpaid principal that I am expected to owe at the Change Date in full on the Maturity Date at my new interest rate in substantially equal payments. The result of this calculation will be the new amount of my monthly payment.

(D) Limits on Interest Rate Changes

My interest will never be greater than 12.000 %.

(E) Effective Date of Changes

My new interest rate will become effective on each Change Date. I will pay the amount of my new monthly payment beginning on the first monthly payment date after the Change Date until the amount of my monthly payment changes again.

(F) Notice of Changes

The Note Holder will deliver or mail to me a notice of any changes in my interest rate and the amount of my monthly payment before the effective date of any change. The notice will include information required by law to be given me and also the title and telephone number of a person who will answer any question I may have regarding the notice.

5. BORROWER'S RIGHT TO PREPAY

I have the right to make payments of Principal at any time before they are due. A payment of Principal only is known as "Prepayment." When I make a Prepayment, I will tell the Note Holder in writing that I am doing so. I may not designate a payment as a Prepayment if I have not made all the monthly payments due under the Note.

I may make a full Prepayment or partial Prepayments without paying any Prepayment charge. The Note Holder will use my Prepayments to reduce the amount of Principal that I owe under this Note. However, the Note Holder may apply my Prepayment to the accrued and unpaid interest on the Prepayment amount before applying my Prepayment to reduce the Principal amount of the Note. If I make a partial Prepayment, there will be no changes in the due dates of my monthly payments unless the Note Holder agrees in writing to those changes. My partial Prepayment may reduce the amount of my monthly payments after the first Change Date following my partial Prepayment. However, any reduction due to my partial Prepayment may be offset by an interest rate increase.

6. LOAN CHARGES

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

7. BORROWER'S FAILURE TO PAY AS REQUIRED

(A) Late Charges for Overdue Payments

If the Note Holder has not received the full amount of any monthly payment by the end of 15 calendar days after the date it is due, I will pay a late charge to the Note Holder. The amount of the charge will be 5.00 % of my overdue payment. I will pay this late charge promptly but only once on each late payment.

(B) Default

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

(C) Notice of Default

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

(D) No Waiver by Note Holder

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

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

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

8. GIVING OF NOTICES

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

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

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 the promises made in this Note. The Note Holder may enforce its rights under this Note against each person individually or against all of us together. This means that any one of us may be required to pay all of the amounts owed under this Note.

10. WAIVERS

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

11. UNIFORM SECURED NOTE

This Note is a uniform instrument with limited variations in some jurisdictions. In addition to the protections given to the Note Holder under this Note, a Mortgage, Deed of Trust, or Security Deed (the "Security Instrument"), dated the same date as this Note, and a Mortgage 100 Pledge Agreement for Securities Account, if applicable, protects the Note Holder from possible losses which might result if I do not keep the promises that I make in this Note. That Security Instrument describes how and under what conditions I may be required to make immediate payment in full of all amounts I owe under this Note. Some of those conditions are described as follows:

Transfer of the Property or a Beneficial Interest in Borrower. If all or any part of the Property or any Interest in the Property is sold or transferred (or if Borrower is not a natural person and a beneficial interest in Borrower is sold or transferred) without Lender's prior written consent, Lender may require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if such exercise is prohibited by Applicable Law.

If Lender exercises the option to require immediate payment in full, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is given in accordance with Section 15 within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

12. OUR COPY We/I acknowledge receipt of a signed copy of this Note.

CAUTION-IT IS IMPORTANT THAT YOU THOROUGHLY READ THIS NOTE BEFORE SIGNING.

WITNESS the hand(s) and seal(s) of the undersigned.


CATHY G. LANIER (Seal)
Borrower

(Seal)
Borrower

(Seal)
Borrower

(Seal)
Borrower

(Seal)
Borrower

(Seal)
Borrower

ALLONGE TO NOTE

Note Date: 8/2/2002

Loan #: 6002

CATHY G. LANIER

Borrower Name(s):

Borrower Address: 172 BELLE CHASE DRIVE
LEXINGTON, SC 29072

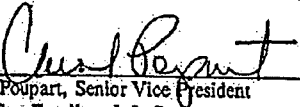
Loan Amount: \$582,250.00

Lender Name: SouthStar Funding, LLC dba Capital Home Mortgage

Pay to the Order of Without Recourse:

BANK ONE NATIONAL ASSOCIATION, AS TRUSTEE

By:


Carol Poupert, Senior Vice President
SouthStar Funding, L.L.C.



BCALNGE.OVL(08/2000)

EXHIBIT B

ALLONGE TO MORTGAGE NOTE

LOAN NUMBER: [REDACTED] 5050

NOTE DATED: August 2, 2002

LOAN AMOUNT: 582,250.00

MORTGAGOR: Cathy G. Lanier

PROPERTY ADDRESS: 172 BELLE CHASE DRIVE
LEXINGTON, SC 29072

Allonge to one certain Mortgage Note dated August 2, 2002 in favor of
SOUTHSTAR FUNDING, executed by Cathy G. Lanier

Pay to the order of THE BANK OF NEW YORK MELLON, F/K/A
THE BANK OF NEW YORK AS SUCCESSOR-IN-INTEREST OF
JPMORGAN CHASE BANK, N.A. AS SUCCESSOR IN INTEREST
BY MERGER TO BANK ONE, N.A. AS TRUSTEE FOR
STRUCTURED ASSET MORTGAGE INVESTMENTS INC.,
MORTGAGE PASS-THROUGH CERTIFICATES, SERIES 2002-AR4

Without Recourse

SELLER: JPMORGAN CHASE BANK, N.A. S/B/M TO BANK ONE,
NATIONAL ASSOCIATION AS TRUSTEE

BY:

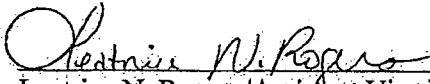

Leatrice N. Rogers/Assistant Vice President
Authorized Officer

EXHIBIT C

2882843888 FILED, RECORDED, INDEXED
 08/12/2002 14:06:21:217
 Rec Fee: \$22.00 St Fee: \$8.00
 Co Fee: \$8.00 Pages: 16
 Lexington County KUD Debra H. Gunter
 MORTGAGE Bk: Pg 7406:97

After Recording Return To:
 SOUTHSTAR FUNDING, LLC DBA CAPITAL
 HOME MORTGAGE
 400 NORTHRIDGE ROAD, SUITE 1120
 ATLANTA, GEORGIA 30350

[Space Above This Line For Recording Data]

LOAN NO. [REDACTED] 5002
 MIN: [REDACTED] 6002-2 MORTGAGE

DEFINITIONS

Words used in multiple sections of this document are defined below and other words are defined in Sections 3, 11, 13, 18, 20 and 21. Certain rules regarding the usage of words used in this document are also provided in Section 16.

- (A) "Security Instrument" means this document, which is dated AUGUST 2, 2002, together with all Riders to this document.
 (B) "Borrower" is CATHY G. LANIER, A MARRIED WOMAN

Borrower is the mortgagor under this Security Instrument.

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

(D) "Lender" is SOUTHSTAR FUNDING, LLC DBA CAPITAL HOME MORTGAGE

Lender is organized and existing under the laws of DELAWARE. Lender's address is 400 NORTHRIDGE ROAD, SUITE 1120, ATLANTA, GEORGIA 30350

(E) "Note" means the promissory note signed by Borrower and dated AUGUST 2, 2002. The Note states that Borrower owes Lender FIVE HUNDRED EIGHTY-TWO THOUSAND TWO HUNDRED FIFTY AND NO/100 Dollars (U.S. \$ 582,250.00), plus interest. Borrower has promised to pay this debt in regular Periodic

Payments and to pay the debt in full not later than AUGUST 1, 2027

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

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

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

☒ Adjustable Rate Rider	☐ Condominium Rider	☐ Second Home Rider
☐ Balloon Rider	☒ Planned Unit Development Rider	☒ Other(s) (specify)
☐ 1-4 Family Rider	☐ Biweekly Payment Rider	LEGAL ATTACHED

(I) "Applicable Law" means all controlling applicable federal, state and local statutes, regulations, ordinances and administrative rules and orders (that have the effect of law) as well as all applicable final, non-appealable judicial opinions.

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

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EXHIBIT D

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

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

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

(N) "Mortgage Insurance" means insurance protecting Lender against the nonpayment of, or default on, the Loan.

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

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

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

TRANSFER OF RIGHTS IN THE PROPERTY

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

[Type of Recording Jurisdiction] [Name of Recording Jurisdiction]
 LEGAL DESCRIPTION ATTACHED HERETO AND MADE A PART HEREOF

which currently has the address of 172 BELLE CHASE DRIVE

LEXINGTON, South Carolina 29072 ("Property Address");
 [City] [State] [Zip Code]

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

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

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

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

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

Payments are deemed received by Lender when received at the location designated in the Note or at such other location as may be designated by Lender in accordance with the notice provisions in Section 15. Lender may return any payment or partial payment if the payment or partial payments are insufficient to bring the Loan current. Lender may accept any payment or partial payment insufficient to bring the Loan current, without waiver of any rights hereunder or prejudice to its rights to refuse such payment or partial payments in the future, but Lender is not obligated to apply such payments at the time such payments are accepted. If each Periodic Payment is applied as of its scheduled due date, then Lender need not pay interest on unapplied funds. Lender may hold such unapplied funds until Borrower makes payment to bring the Loan current. If Borrower does not do so within a reasonable period of time, Lender shall either apply such funds or return them to Borrower. If not applied earlier, such funds will be applied to the outstanding principal balance under the Note immediately prior to foreclosure. No offset or claim which Borrower might have now or in the future against Lender shall relieve Borrower from making payments due under the Note and this Security Instrument or performing the covenants and agreements secured by this Security Instrument.

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

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

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

3. **Funds for Escrow Items.** Borrower shall pay to Lender on the day Periodic Payments are due under the Note, until the Note is paid in full, a sum (the "Funds") to provide for payment of amounts due for: (a) taxes and assessments and other items which can attach prior to this Security Instrument as a lien or encumbrance on the Property; (b) leasehold payments or ground rents on the Property, if any; (c) premiums for any and all insurance required by Lender under Section 5; and (d) Mortgage Insurance premiums, if any, or any sums payable by Borrower to Lender in lieu of the payment of Mortgage Insurance premiums in accordance with the provisions of Section 10. These items are called "Escrow Items." At origination or at any time during the term of the Loan, Lender may require that Community Association Dues, Fees, and Assessments, if any, be escrowed by Borrower, and such dues, fees and assessments shall be an Escrow Item. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this Section. Borrower shall pay Lender the Funds for Escrow Items unless Lender waives Borrower's obligation to pay the Funds for any or all Escrow Items. Lender may waive Borrower's obligation to pay to Lender Funds for any or all Escrow Items at any time. Any such waiver may only be in writing. In the event of such waiver, Borrower shall pay directly, when and where payable, the amounts due for any

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Escrow Items for which payment of Funds has been waived by Lender and, if Lender requires, shall furnish to Lender receipts evidencing such payment within such time period as Lender may require. Borrower's obligation to make such payments and to provide receipts shall for all purposes be deemed to be a covenant and agreement contained in this Security Instrument, as the phrase "covenant and agreement" is used in Section 9. If Borrower is obligated to pay Escrow Items directly, pursuant to a waiver, and Borrower fails to pay the amount due for an Escrow Item, Lender may exercise its rights under Section 9 and pay such amount and Borrower shall then be obligated under Section 9 to repay to Lender any such amount. Lender may revoke the waiver as to any or all Escrow Items at any time by a notice given in accordance with Section 15 and, upon such revocation, Borrower shall pay to Lender all Funds, and in such amounts, that are then required under this Section 3.

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

The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity (including Lender, if Lender is an institution whose deposits are so insured) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow Items no later than the time specified under RESPA. Lender shall not charge Borrower for holding and applying the Funds, annually analyzing the escrow account, or verifying the Escrow Items, unless Lender pays Borrower interest on the Funds and Applicable Law permits Lender to make such a charge. Unless an agreement is made in writing or Applicable Law requires interest to be paid on the Funds, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Borrower and Lender can agree in writing, however, that interest shall be paid on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds as required by RESPA.

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

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

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

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

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

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

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

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

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

If Borrower abandons the Property, Lender may file, negotiate and settle any available insurance claim and related matters. If Borrower does not respond within 30 days to a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may negotiate and settle the claim. The 30-day period will begin when the notice is given. In either event, or if Lender acquires the Property under Section 22 or otherwise, Borrower hereby assigns to Lender (a) Borrower's rights to any insurance proceeds in an amount not to exceed the amounts unpaid under the Note or this Security Instrument, and (b) any other of Borrower's rights (other than the right to any refund of unearned premiums paid by Borrower) under all insurance policies covering the Property, insofar as such rights are applicable to the coverage of the Property. Lender may use the insurance proceeds either to repair or restore the Property or to pay amounts unpaid under the Note or this Security Instrument, whether or not then due.

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

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

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

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

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

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

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

10. **Mortgage Insurance.** If Lender required Mortgage Insurance as a condition of making the Loan, Borrower shall pay the premiums required to maintain the Mortgage Insurance in effect. If, for any reason, the Mortgage Insurance coverage required by Lender ceases to be available from the mortgage insurer that previously provided such insurance and Borrower was required to make separately designated payments toward the premiums for Mortgage Insurance, Borrower shall pay the premiums required to obtain coverage substantially equivalent to the Mortgage Insurance previously in effect, at a cost substantially equivalent to the cost to Borrower of the Mortgage Insurance previously in effect, from an alternate mortgage insurer selected by Lender. If substantially equivalent Mortgage Insurance coverage is not available, Borrower shall continue to pay to Lender the amount of the separately designated payments that were due when the insurance coverage ceased to be in effect. Lender will accept, use and retain these payments as a non-refundable loss reserve in lieu of Mortgage Insurance. Such loss reserve shall be non-refundable, notwithstanding the fact that the Loan is ultimately paid in full, and Lender shall not be required to pay Borrower any interest or earnings on such loss reserve. Lender can no longer require loss reserve payments if Mortgage Insurance coverage (in the amount and for the period that Lender requires) provided by an insurer selected by Lender again becomes available, is obtained, and Lender requires separately designated payments toward the premiums for Mortgage Insurance. If Lender required Mortgage Insurance as a condition of making the Loan and Borrower was required to make separately designated payments toward the premiums for Mortgage Insurance, Borrower shall pay the premiums required to maintain Mortgage Insurance in effect, or to provide a non-refundable loss reserve, until Lender's requirement for Mortgage Insurance ends in accordance with any written agreement between Borrower and Lender providing for such termination or until termination is required by Applicable Law. Nothing in this Section 10 affects Borrower's obligation to pay interest at the rate provided in the Note.

Mortgage Insurance reimburses Lender (or any entity that purchases the Note) for certain losses it may incur if Borrower does not repay the Loan as agreed. Borrower is not a party to the Mortgage Insurance.

Mortgage insurers evaluate their total risk on all such insurance in force from time to time, and may enter into agreements with other parties that share or modify their risk, or reduce losses. These agreements are on terms and conditions that are satisfactory to the mortgage insurer and the other party (or parties) to these agreements. These agreements may require the mortgage insurer to make payments using any source of funds that the mortgage insurer may have available (which may include funds obtained from Mortgage Insurance premiums).

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As a result of these agreements, Lender, any purchaser of the Note, another insurer, any reinsurer, any other entity, or any affiliate of any of the foregoing, may receive (directly or indirectly) amounts that derive from (or might be characterized as) a portion of Borrower's payments for Mortgage Insurance, in exchange for sharing or modifying the mortgage insurer's risk, or reducing losses. If such agreement provides that an affiliate of Lender takes a share of the insurer's risk in exchange for a share of the premiums paid to the insurer, the arrangement is often termed "captive reinsurance." Further:

(a) Any such agreements will not affect the amounts that Borrower has agreed to pay for Mortgage Insurance, or any other terms of the Loan. Such agreements will not increase the amount Borrower will owe for Mortgage Insurance, and they will not entitle Borrower to any refund.

(b) Any such agreements will not affect the rights Borrower has - if any - with respect to the Mortgage Insurance under the Homeowners Protection Act of 1998 or any other law. These rights may include the right to receive certain disclosures, to request and obtain cancellation of the Mortgage Insurance, to have the Mortgage Insurance terminated automatically, and/or to receive a refund of any Mortgage Insurance premiums that were unearned at the time of such cancellation or termination.

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

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

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

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

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

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

Borrower shall be in default if any action or proceeding, whether civil or criminal, is begun that, in Lender's judgment, could result in forfeiture of the Property or other material impairment of Lender's interest in the Property or rights under this Security Instrument. Borrower can cure such a default and, if acceleration has occurred, reinstate as provided in Section 19; by causing the action or proceeding to be dismissed with a ruling that, in Lender's judgment, precludes forfeiture of the Property or other material impairment of Lender's interest in the Property or rights under this Security Instrument. The proceeds of any award or claim for damages that are attributable to the impairment of Lender's interest in the Property are hereby assigned and shall be paid to Lender.

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

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

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

Subject to the provisions of Section 18, any Successor in Interest of Borrower who assumes Borrower's obligations under this Security Instrument in writing, and is approved by Lender, shall obtain all of Borrower's rights and benefits under this Security Instrument. Borrower shall not be released from Borrower's obligations and liability under this Security Instrument unless Lender agrees to such release in writing. The covenants and agreements of this Security Instrument shall bind (except as provided in Section 20) and benefit the successors and assigns of Lender.

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

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

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

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

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

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

18. Transfer of the Property or a Beneficial Interest in Borrower. As used in this Section 18, "Interest in the Property" means any legal or beneficial interest in the Property, including, but not limited to, those beneficial interests transferred in a bond for deed, contract for deed, installment sales contract or escrow agreement, the intent of which is the transfer of title by Borrower at a future date to a purchaser.

If all or any part of the Property or any Interest in the Property is sold or transferred (or if Borrower is not a natural person and a beneficial interest in Borrower is sold or transferred) without Lender's prior written consent, Lender may require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if such exercise is prohibited by Applicable Law.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is given in accordance with Section 15 within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

19. Borrower's Right to Reinstate After Acceleration. If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earliest of: (a) five days before sale of the Property pursuant to Section 22 of this Security Instrument; (b) such other period as Applicable Law might specify for the termination of Borrower's right to reinstate; or (c) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note as if no acceleration had occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees, property inspection and valuation fees, and other fees incurred for the purpose of protecting Lender's interest in the Property and rights under this Security Instrument; and (d) takes such action as Lender may reasonably require to assure that Lender's interest in the Property and rights under this Security Instrument, and Borrower's obligation to pay the sums secured by this Security Instrument, shall continue unchanged. Lender may require that Borrower pay such reinstatement sums and expenses in one or more of the following forms, as selected by Lender: (a) cash; (b) money order; (c) certified check, bank check, treasurer's check or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentality or entity; or (d) Electronic Funds Transfer. Upon reinstatement by Borrower, this Security Instrument and obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under Section 18.

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

Neither Borrower nor Lender may commence, join, or be joined to any judicial action (as either an individual litigant or the member of a class) that arises from the other party's actions pursuant to this Security Instrument or that alleges that the other party has breached any provision of, or any duty owed by reason of, this Security Instrument, until such Borrower or Lender has notified the other party (with such notice given in compliance with the requirements of Section 15) of such alleged breach and afforded the other party hereto a reasonable period after the giving of such notice to take corrective action. If Applicable Law provides a time period which must elapse before certain action can be taken, that time period will be deemed to be reasonable for purposes of this paragraph. The notice of acceleration and opportunity to cure given to Borrower pursuant to Section 22 and the notice of acceleration given to Borrower pursuant to Section 18 shall be deemed to satisfy the notice and opportunity to take corrective action provisions of this Section 20.

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21. **Hazardous Substances.** As used in this Section 21: (a) "Hazardous Substances" are those substances defined as toxic or hazardous substances, pollutants, or wastes by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials; (b) "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection; (3) "Environmental Cleanup" includes any response action, remedial action, or removal action, as defined in Environmental Law; and (d) an "Environmental Condition" means a condition that can cause, contribute to, or otherwise trigger an Environmental Cleanup.

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

Borrower shall promptly give Lender written notice of (a) any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge, (b) any Environmental Condition, including but not limited to, any spilling, leaking, discharge, release or threat of release of any Hazardous Substance, and (c) any condition caused

by the presence, use or release of a Hazardous Substance which adversely affects the value of the Property. If Borrower learns, or is notified by any governmental or regulatory authority, or any private party, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law. Nothing herein shall create any obligation on Lender for an Environmental Cleanup.

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

22. **Acceleration; Remedies.** Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under Section 18 unless Applicable Law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument, foreclosure by judicial proceeding and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the non-existence of a default or any other defense of Borrower to acceleration and foreclosure. If the default is not cured on or before the date specified in the notice, Lender at its option may require immediate payment in full of all sums secured by this Security Instrument without further demand and may foreclose this Security Instrument by judicial proceeding. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this Section 22, including, but not limited to, reasonable attorneys' fees and costs of title evidence, all of which shall be additional sums secured by this Security Instrument.

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

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

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

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

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

Signed, sealed and delivered in the presence of:

Cathy G. Lanier (Seal)
CATHY G. LANIER Borrower

____ (Seal)
____ Borrower

____ (Seal)
____ Borrower

____ (Seal)
____ Borrower

____ (Seal)
____ Borrower

____ (Seal)
____ Borrower

WITNESS:
Margaret A. Collins

WITNESS:
Julie D. Tallent

[Space Below This Line For Acknowledgment]

STATE OF SOUTH CAROLINA,

LEXINGTON

County ss:

Before me personally appeared

Julie D. Tallent

and made oath that he/she/they saw the within named Borrower(s) sign, seal and as his/her/their act and deed, deliver the within written Mortgage; and that s/he with Margaret A. Collins witnessed the execution thereof.

Sworn before me this 2nd day of August, 2002

Margaret A. Collins
Notary Public for South Carolina

Julie D. Tallent

MY COMMISSION EXPIRES: 10/20/2005

(EXHIBIT "A", LEGAL DESCRIPTION)

All that certain piece, parcel or lot of land, together with improvements thereon, if any situate, lying and being in the County of Lexington, State of South Carolina, the same being shown and designated as Lot 19 containing 1.01 Acre in Belle Chase Subdivision, on a plat prepared for Donald P. Jacobsen and Linda T. Jacobsen by Arthur J. Weed, RLS, dated September 2, 1999 and recorded in the Lexington County ROD Office in Book 0288 at Page 0342. Reference to said plat being made for a more complete and accurate description.

This being the identical property conveyed to Cathy G. Lanier by Deed of Donald P. Jacobsen and Linda Jacobsen, recorded 8-12-, 2002, in the Lexington County ROD Office in Book 7406 at page 94.

TAX MAP NO.: 3428-01-019

MORTGAGEE'S ADDRESS:

CGL

2012015233 FILED, RECORDED, INDEXED
2012-03-29 15:05:19:143
REC FEE: \$6.00 ST FEE: \$0.00
CO FEE: \$0.00 Pages: 1
Lexington County R.O.D. Debra M. Gunter
MORTGAGE ASST Bk:Pg 15422:73

When Recorded Return To:
JPMorgan Chase Bank, NA
C/O NTC 2100 Alt. 19 North
Palm Harbor, FL 34683

Loan #: 5050



ASSIGNMENT OF MORTGAGE

-- Contact JPMORGAN CHASE BANK, N.A. for this instrument 780 Kansas Lane, Suite A,
Monroe, LA 71203, telephone # (866) 756-8747, which is responsible for receiving payments.

FOR GOOD AND VALUABLE CONSIDERATION, the sufficiency of which is hereby
acknowledged, the undersigned, MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC.
(MERS) AS NOMINEE FOR SOUTHSTAR FUNDING, LLC DBA CAPITAL HOME
MORTGAGE, ITS SUCCESSORS AND ASSIGNS, (ASSIGNOR), (MERS Address: P.O. Box
2026, Flint, Michigan 48501-2026) by these presents does convey, grant, sell, assign, transfer and set
over the described MORTGAGE with all interest secured thereby, all liens, and any rights due or to
become due thereon to JPMORGAN CHASE BANK, NATIONAL ASSOCIATION, WHOSE
ADDRESS IS 700 Kansas Lane, MC 8000, MONROE, LA 71203 (866)756-8747, ITS
SUCCESSORS OR ASSIGNS, (ASSIGNEE)

Said MORTGAGE is made by CATHY G. LANIER to MORTGAGE ELECTRONIC
REGISTRATION SYSTEMS, INC and recorded 08/12/2002 in the Recorder or Registrar of Deeds of
LEXINGTON County, South Carolina in Book 7406, Page 97, and/or as Document # 2002043080

Dated on 03/14/2012 (MM/DD/YYYY)

MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. (MERS) AS NOMINEE FOR
SOUTHSTAR FUNDING, LLC DBA CAPITAL HOME MORTGAGE, ITS SUCCESSORS AND
ASSIGNS

By: [Signature]
VICE PRESIDENT

[Signature]
Melissa J. Riley, Witness 1

[Signature]
Chelsea Carter, Witness 2

STATE OF LOUISIANA PARISH OF OUACHITA
The foregoing instrument was acknowledged before me on 03/14/2012 (MM/DD/YYYY)
by [Signature] as VICE PRESIDENT of MORTGAGE
ELECTRONIC REGISTRATION SYSTEMS, INC. (MERS) AS NOMINEE FOR SOUTHSTAR
FUNDING, LLC DBA CAPITAL HOME MORTGAGE, ITS SUCCESSORS AND ASSIGNS, who,
being authorized to do so, executed the foregoing instrument for the purposes therein contained.
He/she/they is (are) personally known to me.

[Signature]
Notary Public - State of LOUISIANA
Commission expires: Upon My Death



Document Prepared By: E.Lance/NTC, 2100 Alt. 19 North, Palm Harbor, FL 34683 (800)346-9152

Reviewed and Approved as meeting the South Carolina Code of Laws and Recording Statutes by Biddle
Law Firm, P.A., Myrtle Beach, South Carolina.

JPCAS 15890782 -- EMC PPL3599502 MIN 100190836100160022 MERS PHONE 1-888-679-MERS
FRMSCI



15890782

EXHIBIT E

STATE OF SOUTH CAROLINA

COUNTY OF LEXINGTON

ASSIGNMENT OF MORTGAGE

Mortgage Book R7406 at Page 97

FOR VALUE RECEIVED, JPMorgan Chase Bank, National Association hereby set over, transfer and assign unto The Bank of New York Mellon, f/k/a The Bank of New York as successor-in-interest to JPMorgan Chase Bank, N.A. as successor in interest by merger to Bank One, N.A. as Trustee for Structured Asset Mortgage Investments Inc., Mortgage Pass-Through Certificates, Series 2002-AR4, c/o EMC Mortgage, LLC, 2780 Lak Vista Drive, Floor 02, Lewisville, TX 75067-3884, its successors and assigns, all its rights, title and interest in and to a certain Mortgage, executed by Cathy G. Lanier to Mortgage Electronic Registration Systems, Inc., as nominee for Southstar Funding, LLC d/b/a Capital Home Mortgage, its successors and assigns (MIN 100190836100160022) dated August 2, 2002, and duly recorded in the public records of Lexington County, State of South Carolina, on August 12, 2002, in Mortgage Book R7406 at Page 97.

IN WITNESS WHEREOF, JPMorgan Chase Bank, National Association has caused this instrument to be executed in its corporate name and behalf by Antonio Croom, as its Vice President, duly authorized, on this 24 day of APRIL, 2013.

JPMorgan Chase Bank, National Association

By: Antonio Croom

Its: Vice President

4-24-2013

DATE

Charles S. Teye
Witness No. 1 Charles S Teye

Misti Schuttera
Witness No. 2 Misti Schuttera

STATE OF Ohio
COUNTY OF Franklin

ACKNOWLEDGMENT

S.C. Code § 30-5-30

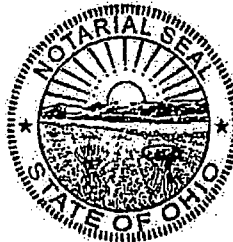
I, the undersigned, Notary Public for the State of Ohio, do hereby certify that JPMorgan Chase Bank, National Association by Antonio Croom, its Vice President, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand this 24th day of April, 2013.

Cheryl A. Arnold
NOTARY PUBLIC FOR Ohio

My Commission Expires: 5/23/2016

RETURN TO:
Rogers, Townsend & Thomas, P.C.
Post Office Box 100200
Columbia, South Carolina 29202
(006443-01216)



Cheryl A. Arnold
Notary Public, State of Ohio
My Commission Expires 05/23/16

Lanier
172 Belle Chase Drive
Lexington, SC 29072

EXHIBIT F

Chase Detailed Transaction History

Date: 10/13/2015
Pg1 of 15Loan # [REDACTED] 5050
CATHY G LANIERInterest Rate: 2.875%
Payment Due Date: 9/1/2010
Monthly Payment Amt: \$1,287.00
Current Escrow Balance: \$-22,172.67
Current Principal Balance: \$537,182.20Property Address:
172 BELLE CHASE DRIVE
LEXINGTON, SC 29072-0000Mailing Address:
172 BELLE CHASE DRIVE
LEXINGTON, SC 29072

Activity for Period 8/2/2002 - 10/13/2015

Reference #	Tran Date Principal Amt	Effective Date Interest Amt	Due Date Escrow Amt	Total Tran Amt Fees/Other Amt	Transaction Description Suspense Amt
117	12/3/2014	12/3/2014	9/1/2010	\$4,143.68	ESCROW ADVANCE
	\$0.00	\$0.00	\$4,143.68	\$0.00	\$0.00
116	12/3/2014	12/3/2014	12/1/2014	\$-4,143.68	COUNTY TAX
	\$0.00	\$0.00	\$-4,143.68	\$0.00	\$0.00
115	12/12/2013	12/12/2013	9/1/2010	\$4,069.83	ESCROW ADVANCE
	\$0.00	\$0.00	\$4,069.83	\$0.00	\$0.00
114	12/12/2013	12/12/2013	12/1/2013	\$-4,069.83	COUNTY TAX
	\$0.00	\$0.00	\$-4,069.83	\$0.00	\$0.00
113	7/16/2013	7/16/2013		\$405.00	
	\$0.00	\$0.00	\$0.00	\$405.00	\$0.00
112	7/16/2013	7/16/2013		\$150.00	
	\$0.00	\$0.00	\$0.00	\$150.00	\$0.00
111	7/16/2013	7/16/2013		\$472.50	
	\$0.00	\$0.00	\$0.00	\$472.50	\$0.00
110	6/26/2013	6/26/2013		\$14.00	
	\$0.00	\$0.00	\$0.00	\$14.00	\$0.00

EXHIBIT G

Chase Detailed Transaction History

Date: 10/13/2015
Pg2 of 15Loan # [REDACTED] 5050
CATHY G LANIERInterest Rate: 2.875%
Payment Due Date: 9/1/2010
Monthly Payment Amt: \$1,287.00
Current Escrow Balance: \$-22,172.67
Current Principal Balance: \$537,182.20Property Address:
172 BELLE CHASE DRIVE
LEXINGTON, SC 29072-0000Mailing Address:
172 BELLE CHASE DRIVE
LEXINGTON, SC 29072

Activity for Period 8/2/2002 - 10/13/2015

Reference #	Tran Date Principal Amt	Effective Date Interest Amt	Due Date Escrow Amt	Total Tran Amt Fees/Other Amt	Transaction Description Suspense Amt
109	5/24/2013	5/24/2013		\$14.00	
	\$0.00	\$0.00	\$0.00	\$14.00	\$0.00
108	5/4/2013	5/4/2013		\$100.00	
	\$0.00	\$0.00	\$0.00	\$100.00	\$0.00
107	4/30/2013	4/30/2013		\$14.00	
	\$0.00	\$0.00	\$0.00	\$14.00	\$0.00
106	4/2/2013	4/2/2013		\$14.00	
	\$0.00	\$0.00	\$0.00	\$14.00	\$0.00
105	2/27/2013	2/27/2013		\$14.00	
	\$0.00	\$0.00	\$0.00	\$14.00	\$0.00
104	1/29/2013	1/29/2013		\$14.00	
	\$0.00	\$0.00	\$0.00	\$14.00	\$0.00
103	12/27/2012	12/27/2012		\$14.00	
	\$0.00	\$0.00	\$0.00	\$14.00	\$0.00
102	11/28/2012	11/28/2012	9/1/2010	\$3,971.25	ESCROW ADVANCE
	\$0.00	\$0.00	\$3,971.25	\$0.00	\$0.00

Chase Detailed Transaction History

Date: 10/13/2015
Pg3 of 15Loan # [REDACTED] 5050
CATHY G LANIERInterest Rate: 2.875%
Payment Due Date: 9/1/2010
Monthly Payment Amt: \$1,287.00
Current Escrow Balance: \$-22,172.67
Current Principal Balance: \$537,182.20Property Address:
172 BELLE CHASE DRIVE
LEXINGTON, SC 29072-0000Mailing Address:
172 BELLE CHASE DRIVE
LEXINGTON, SC 29072

Activity for Period 8/2/2002 -- 10/13/2015

Reference #	Tran Date Principal Amt	Effective Date Interest Amt	Due Date Escrow Amt	Total Tran Amt Fees/Other Amt	Transaction Description Suspense Amt
101	11/28/2012	11/28/2012	12/1/2012	\$-3,971.25	COUNTY TAX
	\$0.00	\$0.00	\$-3,971.25	\$0.00	\$0.00
100	11/21/2012	11/21/2012		\$14.00	
	\$0.00	\$0.00	\$0.00	\$14.00	\$0.00
99	10/20/2012	10/20/2012		\$14.00	
	\$0.00	\$0.00	\$0.00	\$14.00	\$0.00
98	9/26/2012	9/26/2012		\$14.00	
	\$0.00	\$0.00	\$0.00	\$14.00	\$0.00
97	8/22/2012	8/22/2012		\$14.00	
	\$0.00	\$0.00	\$0.00	\$14.00	\$0.00
96	7/18/2012	7/18/2012		\$14.00	
	\$0.00	\$0.00	\$0.00	\$14.00	\$0.00
95	6/27/2012	6/27/2012		\$14.00	
	\$0.00	\$0.00	\$0.00	\$14.00	\$0.00
94	6/18/2012	6/18/2012		\$-27.00	
	\$0.00	\$0.00	\$0.00	\$-27.00	\$0.00

Chase Detailed Transaction History

Date: 10/13/2015
Pg4 of 15Loan # 5050
CATHY G LANIERInterest Rate: 2.875%
Payment Due Date: 9/1/2010
Monthly Payment Amt: \$1,287.00
Current Escrow Balance: \$-22,172.67
Current Principal Balance: \$537,182.20Property Address:
172 BELLE CHASE DRIVE
LEXINGTON, SC 29072-0000Mailing Address:
172 BELLE CHASE DRIVE
LEXINGTON, SC 29072

Activity for Period 8/2/2002 - 10/13/2015

Reference #	Tran Date Principal Amt	Effective Date Interest Amt	Due Date Escrow Amt	Total Tran Amt Fees/Other Amt	Transaction Description Suspense Amt
93	6/18/2012	6/18/2012		\$-97.00	
	\$0.00	\$0.00	\$0.00	\$-97.00	\$0.00
92	6/18/2012	6/18/2012		\$27.00	
	\$0.00	\$0.00	\$0.00	\$27.00	\$0.00
91	6/18/2012	6/18/2012		\$97.00	
	\$0.00	\$0.00	\$0.00	\$97.00	\$0.00
90	5/25/2012	5/25/2012		\$14.00	
	\$0.00	\$0.00	\$0.00	\$14.00	\$0.00
89	4/25/2012	4/25/2012		\$14.00	
	\$0.00	\$0.00	\$0.00	\$14.00	\$0.00
88	3/22/2012	3/22/2012		\$14.00	
	\$0.00	\$0.00	\$0.00	\$14.00	\$0.00
87	2/25/2012	2/25/2012		\$14.00	
	\$0.00	\$0.00	\$0.00	\$14.00	\$0.00
86	2/18/2012	2/18/2012		\$60.00	
	\$0.00	\$0.00	\$0.00	\$60.00	\$0.00

ROA256

Chase Detailed Transaction History

Date: 10/13/2015
Pg5 of 15Loan # [REDACTED] 5050
CATHY G LANIERInterest Rate: 2.875%
Payment Due Date: 9/1/2010
Monthly Payment Amt: \$1,287.00
Current Escrow Balance: \$-22,172.67
Current Principal Balance: \$537,182.20Property Address:
172 BELLE CHASE DRIVE
LEXINGTON, SC 29072-0000Mailing Address:
172 BELLE CHASE DRIVE
LEXINGTON, SC 29072

Activity for Period 8/2/2002 - 10/13/2015

Reference #	Tran Date Principal Amt	Effective Date Interest Amt	Due Date Escrow Amt	Total Tran Amt Fees/Other Amt	Transaction Description Suspense Amt
85	1/6/2012	1/6/2012		\$-262.50	
	\$0.00	\$0.00	\$0.00	\$-262.50	\$0.00
84	1/6/2012	1/6/2012		\$-300.00	
	\$0.00	\$0.00	\$0.00	\$-300.00	\$0.00
83	1/6/2012	1/6/2012		\$-28.00	
	\$0.00	\$0.00	\$0.00	\$-28.00	\$0.00
82	12/20/2011	12/20/2011		\$14.00	
	\$0.00	\$0.00	\$0.00	\$14.00	\$0.00
81	12/14/2011	12/14/2011		\$14.00	
	\$0.00	\$0.00	\$0.00	\$14.00	\$0.00
80	12/3/2011	12/3/2011		\$300.00	
	\$0.00	\$0.00	\$0.00	\$300.00	\$0.00
79	12/3/2011	12/3/2011		\$262.50	
	\$0.00	\$0.00	\$0.00	\$262.50	\$0.00
78	11/18/2011	11/18/2011	9/1/2010	\$3,240.27	ESCROW ADVANCE
	\$0.00	\$0.00	\$3,240.27	\$0.00	\$0.00

Chase Detailed Transaction History

Date: 10/13/2015
Pg6 of 15Loan # [REDACTED] 5050
CATHY G LANIERInterest Rate: 2.875%
Payment Due Date: 9/1/2010
Monthly Payment Amt: \$1,287.00
Current Escrow Balance: \$-22,172.67
Current Principal Balance: \$537,182.20Property Address:
172 BELLE CHASE DRIVE
LEXINGTON, SC 29072-0000Mailing Address:
172 BELLE CHASE DRIVE
LEXINGTON, SC 29072

Activity for Period 8/2/2002 - 10/13/2015

Reference #	Tran Date Principal Amt	Effective Date Interest Amt	Due Date Escrow Amt	Total Tran Amt Fees/Other Amt	Transaction Description Suspense Amt
77	11/18/2011	11/18/2011	12/1/2011	\$-3,240.27	COUNTY TAX
	\$0.00	\$0.00	\$-3,240.27	\$0.00	\$0.00
76	10/27/2011	10/27/2011		\$14.00	
	\$0.00	\$0.00	\$0.00	\$14.00	\$0.00
75	5/25/2011	5/25/2011		\$14.00	
	\$0.00	\$0.00	\$0.00	\$14.00	\$0.00
74	5/24/2011	5/24/2011		\$14.00	
	\$0.00	\$0.00	\$0.00	\$14.00	\$0.00
73	3/24/2011	3/24/2011		\$9.00	
	\$0.00	\$0.00	\$0.00	\$9.00	\$0.00
72	3/14/2011	3/14/2011	9/1/2010	\$1,200.00	PAYMENT
	\$0.00	\$0.00	\$0.00	\$0.00	\$1,200.00
71	2/10/2011	2/10/2011		\$9.00	
	\$0.00	\$0.00	\$0.00	\$9.00	\$0.00
70	1/18/2011	1/18/2011		\$111.46	LATE CHARGE ASSESSED
	\$0.00	\$0.00	\$0.00	\$111.46	\$0.00

Chase Detailed Transaction History

Date: 10/13/2015
Pg7 of 15Loan # 5050
CATHY G LANIERInterest Rate: 2.875%
Payment Due Date: 9/1/2010
Monthly Payment Amt: \$1,287.00
Current Escrow Balance: \$-22,172.67
Current Principal Balance: \$537,182.20Property Address:
172 BELLE CHASE DRIVE
LEXINGTON, SC 29072-0000Mailing Address:
172 BELLE CHASE DRIVE
LEXINGTON, SC 29072

Activity for Period 8/2/2002 - 10/13/2015

Reference #	Tran Date Principal Amt	Effective Date Interest Amt	Due Date Escrow Amt	Total Tran Amt Fees/Other Amt	Transaction Description Suspense Amt
69	1/13/2011	1/13/2011		\$9.00	
	\$0.00	\$0.00	\$0.00	\$9.00	\$0.00
68	12/17/2010	12/17/2010		\$78.00	
	\$0.00	\$0.00	\$0.00	\$78.00	\$0.00
67	12/16/2010	12/16/2010		\$111.46	LATE CHARGE ASSESSED
	\$0.00	\$0.00	\$0.00	\$111.46	\$0.00
66	12/10/2010	12/10/2010		\$9.00	
	\$0.00	\$0.00	\$0.00	\$9.00	\$0.00
65	11/19/2010	11/19/2010	9/1/2010	\$3,738.46	ESCROW ADVANCE
	\$0.00	\$0.00	\$3,738.46	\$0.00	\$0.00
64	11/19/2010	11/19/2010	12/1/2010	\$-3,738.46	COUNTY TAX
	\$0.00	\$0.00	\$-3,738.46	\$0.00	\$0.00
63	11/16/2010	11/16/2010		\$111.46	LATE CHARGE ASSESSED
	\$0.00	\$0.00	\$0.00	\$111.46	\$0.00
62	11/16/2010	11/16/2010	9/1/2010	\$-1,200.00	ESCROW ADVANCE RECOVERY
	\$0.00	\$0.00	\$-1,200.00	\$0.00	\$0.00

Chase Detailed Transaction History

Date: 10/13/2015
Pg8 of 15Loan # [REDACTED] 5050
CATHY G LANIERInterest Rate: 2.875%
Payment Due Date: 9/1/2010
Monthly Payment Amt: \$1,287.00
Current Escrow Balance: \$-22,172.67
Current Principal Balance: \$537,182.20Property Address:
172 BELLE CHASE DRIVE
LEXINGTON, SC 29072-0000Mailing Address:
172 BELLE CHASE DRIVE
LEXINGTON, SC 29072

Activity for Period 8/2/2002 - 10/13/2015

Reference #	Tran Date Principal Amt	Effective Date Interest Amt	Due Date Escrow Amt	Total Tran Amt Fees/Other Amt	Transaction Description Suspense Amt
61	11/16/2010	11/16/2010	9/1/2010	\$1,200.00	PAYMENT
	\$0.00	\$0.00	\$1,200.00	\$0.00	\$-1,200.00
60	10/19/2010	10/19/2010		\$111.46	LATE CHARGE ASSESSED
	\$0.00	\$0.00	\$0.00	\$111.46	\$0.00
59	10/14/2010	10/14/2010		\$-111.46	LATE CHARGE WAIVED
	\$0.00	\$0.00	\$0.00	\$-111.46	\$0.00
58	10/14/2010			\$111.46	FEE WAIVED
	\$0.00	\$0.00	\$0.00	\$111.46	\$0.00
57	10/13/2010	10/13/2010		\$111.46	LATE CHARGE ASSESSED
	\$0.00	\$0.00	\$0.00	\$111.46	\$0.00
56	9/17/2010	9/17/2010		\$-60.00	LATE CHARGE WAIVED
	\$0.00	\$0.00	\$0.00	\$-60.00	\$0.00
55	9/17/2010			\$60.00	FEE WAIVED
	\$0.00	\$0.00	\$0.00	\$60.00	\$0.00
54	9/16/2010	9/16/2010		\$111.46	LATE CHARGE ASSESSED
	\$0.00	\$0.00	\$0.00	\$111.46	\$0.00

Chase Detailed Transaction History

Date: 10/13/2015
Pg9 of 15Loan # [REDACTED] 5050
CATHY G LANIERInterest Rate: 2.875%
Payment Due Date: 9/1/2010
Monthly Payment Amt: \$1,287.00
Current Escrow Balance: \$-22,172.67
Current Principal Balance: \$537,182.20Property Address:
172 BELLE CHASE DRIVE
LEXINGTON, SC 29072-0000Mailing Address:
172 BELLE CHASE DRIVE
LEXINGTON, SC 29072

Activity for Period 8/2/2002 - 10/13/2015

Reference #	Tran Date Principal Amt	Effective Date Interest Amt	Due Date Escrow Amt	Total Tran Amt Fees/Other Amt	Transaction Description Suspense Amt
53	9/14/2010	9/14/2010	9/1/2010	\$1,200.00	PAYMENT
	\$0.00	\$0.00	\$0.00	\$0.00	\$1,200.00
52	8/12/2010	8/12/2010	8/1/2010	\$-80.87	ESCROW ADVANCE RECOVERY
	\$0.00	\$0.00	\$-80.87	\$0.00	\$0.00
51	8/12/2010	8/12/2010	8/1/2010	\$1,200.00	PAYMENT
	\$0.00	\$1,119.13	\$80.87	\$0.00	\$0.00
50	7/14/2010	7/14/2010	7/1/2010	\$-80.87	ESCROW ADVANCE RECOVERY
	\$0.00	\$0.00	\$-80.87	\$0.00	\$0.00
49	7/14/2010	7/14/2010	7/1/2010	\$1,200.00	PAYMENT
	\$0.00	\$1,119.13	\$80.87	\$0.00	\$0.00
48	6/28/2010	6/28/2010	7/1/2010	\$4,370.92	ESCROW ADVANCE
	\$0.00	\$0.00	\$4,370.92	\$0.00	\$0.00
47	6/28/2010	6/28/2010	1/1/2009	\$-3,783.41	H.O.A DUES
	\$0.00	\$0.00	\$-3,783.41	\$0.00	\$0.00
46	6/28/2010	6/28/2010	1/1/2009	\$-587.51	SANITATION FEE
	\$0.00	\$0.00	\$-587.51	\$0.00	\$0.00

ROA261

Chase Detailed Transaction History

Date: 10/13/2015
Pg 0 of 15Loan # [REDACTED] 5050
CATHY G LANIERInterest Rate: 2.875%
Payment Due Date: 9/1/2010
Monthly Payment Amt: \$1,287.00
Current Escrow Balance: \$-22,172.67
Current Principal Balance: \$537,182.20Property Address:
172 BELLE CHASE DRIVE
LEXINGTON, SC 29072-0000Mailing Address:
172 BELLE CHASE DRIVE
LEXINGTON, SC 29072

Activity for Period 8/2/2002 - 10/13/2015

Reference #	Tran Date Principal Amt	Effective Date Interest Amt	Due Date Escrow Amt	Total Tran Amt Fees/Other Amt	Transaction Description Suspense Amt
45	6/14/2010	6/14/2010	7/1/2010	\$80.70	PRINCIPAL PAYMENT
	\$80.70	\$0.00	\$0.00	\$0.00	\$0.00
44	6/14/2010	6/14/2010	6/1/2010	\$1,119.30	PAYMENT
	\$0.00	\$1,119.30	\$0.00	\$0.00	\$0.00
43	5/12/2010	5/12/2010	6/1/2010	\$80.53	PRINCIPAL PAYMENT
	\$80.53	\$0.00	\$0.00	\$0.00	\$0.00
42	5/12/2010	5/12/2010	5/1/2010	\$1,119.47	PAYMENT
	\$0.00	\$1,119.47	\$0.00	\$0.00	\$0.00
41	4/13/2010	4/13/2010	5/1/2010	\$80.37	PRINCIPAL PAYMENT
	\$80.37	\$0.00	\$0.00	\$0.00	\$0.00
40	4/13/2010	4/13/2010	4/1/2010	\$1,119.63	PAYMENT
	\$0.00	\$1,119.63	\$0.00	\$0.00	\$0.00
39	3/11/2010	3/11/2010	4/1/2010	\$80.20	PRINCIPAL PAYMENT
	\$80.20	\$0.00	\$0.00	\$0.00	\$0.00
38	3/11/2010	3/11/2010	3/1/2010	\$1,119.80	PAYMENT
	\$0.00	\$1,119.80	\$0.00	\$0.00	\$0.00

Chase Detailed Transaction History

Date: 10/13/2015
Pg 1 of 15Loan # 5050
CATHY G LANIERInterest Rate: 2.875%
Payment Due Date: 9/1/2010
Monthly Payment Amt: \$1,287.00
Current Escrow Balance: \$-22,172.67
Current Principal Balance: \$537,182.20Property Address:
172 BELLE CHASE DRIVE
LEXINGTON, SC 29072-0000Mailing Address:
172 BELLE CHASE DRIVE
LEXINGTON, SC 29072

Activity for Period 8/2/2002 - 10/13/2015

Reference #	Tran Date Principal Amt	Effective Date Interest Amt	Due Date Escrow Amt	Total Tran Amt Fees/Other Amt	Transaction Description Suspense Amt
37	2/8/2010	2/8/2010	3/1/2010	\$44.14	PRINCIPAL PAYMENT
	\$44.14	\$0.00	\$0.00	\$0.00	\$0.00
36	2/8/2010	2/8/2010	2/1/2010	\$1,455.86	PAYMENT
	\$0.00	\$1,455.86	\$0.00	\$0.00	\$0.00
35	1/6/2010	1/6/2010	2/1/2010	\$143.75	PRINCIPAL PAYMENT
	\$143.75	\$0.00	\$0.00	\$0.00	\$0.00
34	1/6/2010	1/6/2010	1/1/2010	\$1,456.25	PAYMENT
	\$0.00	\$1,456.25	\$0.00	\$0.00	\$0.00
33	12/8/2009	12/8/2009	1/1/2010	\$143.36	PRINCIPAL PAYMENT
	\$143.36	\$0.00	\$0.00	\$0.00	\$0.00
32	12/8/2009	12/8/2009	12/1/2009	\$1,456.64	PAYMENT
	\$0.00	\$1,456.64	\$0.00	\$0.00	\$0.00
31	11/6/2009	11/6/2009	12/1/2009	\$142.98	PRINCIPAL PAYMENT
	\$142.98	\$0.00	\$0.00	\$0.00	\$0.00
30	11/6/2009	11/6/2009	11/1/2009	\$1,457.02	PAYMENT
	\$0.00	\$1,457.02	\$0.00	\$0.00	\$0.00

Chase Detailed Transaction History

Date: 10/13/2015
Pg 2 of 15Loan # [REDACTED] 5050
CATHY G LANIERInterest Rate: 2.875%
Payment Due Date: 9/1/2010
Monthly Payment Amt: \$1,287.00
Current Escrow Balance: \$-22,172.67
Current Principal Balance: \$537,182.20Property Address:
172 BELLE CHASE DRIVE
LEXINGTON, SC 29072-0000Mailing Address:
172 BELLE CHASE DRIVE
LEXINGTON, SC 29072

Activity for Period 8/2/2002 - 10/13/2015

Reference #	Tran Date Principal Amt	Effective Date Interest Amt	Due Date Escrow Amt	Total Tran Amt Fees/Other Amt	Transaction Description Suspense Amt
29	10/7/2009	10/7/2009	11/1/2009	\$142.59	PRINCIPAL PAYMENT
	\$142.59	\$0.00	\$0.00	\$0.00	\$0.00
28	10/7/2009	10/7/2009	10/1/2009	\$1,457.41	PAYMENT
	\$0.00	\$1,457.41	\$0.00	\$0.00	\$0.00
27	9/9/2009	9/9/2009	10/1/2009	\$142.20	PRINCIPAL PAYMENT
	\$142.20	\$0.00	\$0.00	\$0.00	\$0.00
26	9/9/2009	9/9/2009	9/1/2009	\$1,457.80	PAYMENT
	\$0.00	\$1,457.80	\$0.00	\$0.00	\$0.00
25	8/6/2009	8/6/2009	9/1/2009	\$61.66	PRINCIPAL PAYMENT
	\$61.66	\$0.00	\$0.00	\$0.00	\$0.00
24	8/6/2009	8/6/2009	8/1/2009	\$1,738.34	PAYMENT
	\$0.00	\$1,738.34	\$0.00	\$0.00	\$0.00
23	7/8/2009	7/8/2009	8/1/2009	\$61.46	PRINCIPAL PAYMENT
	\$61.46	\$0.00	\$0.00	\$0.00	\$0.00
22	7/8/2009	7/8/2009	7/1/2009	\$1,738.54	PAYMENT
	\$0.00	\$1,738.54	\$0.00	\$0.00	\$0.00

Chase Detailed Transaction History

Date: 10/13/2015
Pg 3 of 15Loan # [REDACTED] 5050
CATHY G LANIERInterest Rate: 2.875%
Payment Due Date: 9/1/2010
Monthly Payment Amt: \$1,287.00
Current Escrow Balance: \$-22,172.67
Current Principal Balance: \$537,182.20Property Address:
172 BELLE CHASE DRIVE
LEXINGTON, SC 29072-0000Mailing Address:
172 BELLE CHASE DRIVE
LEXINGTON, SC 29072

Activity for Period 8/2/2002 - 10/13/2015

Reference #	Tran Date Principal Amt	Effective Date Interest Amt	Due Date Escrow Amt	Total Tran Amt Fees/Other Amt	Transaction Description Suspense Amt
21	6/8/2009	6/8/2009	7/1/2009	\$61.26	PRINCIPAL PAYMENT
	\$61.26	\$0.00	\$0.00	\$0.00	\$0.00
20	6/8/2009	6/8/2009	6/1/2009	\$1,738.74	PAYMENT
	\$0.00	\$1,738.74	\$0.00	\$0.00	\$0.00
19	5/13/2009	5/13/2009		\$-25.79	
	\$0.00	\$0.00	\$0.00	\$-25.79	\$0.00
18	5/13/2009	5/13/2009	6/1/2009	\$35.36	PRINCIPAL PAYMENT
	\$35.36	\$0.00	\$0.00	\$0.00	\$0.00
17	5/13/2009	5/13/2009	5/1/2009	\$1,764.64	LATE CHARGE PAID
	\$0.00	\$1,738.85	\$0.00	\$25.79	\$0.00
16	4/17/2009	4/17/2009		\$-61.15	
	\$0.00	\$0.00	\$0.00	\$-61.15	\$0.00
15	4/17/2009	4/17/2009	4/1/2009	\$1,800.00	LATE CHARGE PAID
	\$0.00	\$1,738.85	\$0.00	\$61.15	\$0.00
14	4/16/2009	4/16/2009		\$86.94	LATE CHARGE ASSESSED
	\$0.00	\$0.00	\$0.00	\$86.94	\$0.00

Chase Detailed Transaction History

Date: 10/13/2015
Pg 4 of 15Loan # [REDACTED] 5050
CATHY G LANIERInterest Rate: 2.875%
Payment Due Date: 9/1/2010
Monthly Payment Amt: \$1,287.00
Current Escrow Balance: \$-22,172.67
Current Principal Balance: \$537,182.20Property Address:
172 BELLE CHASE DRIVE
LEXINGTON, SC 29072-0000Mailing Address:
172 BELLE CHASE DRIVE
LEXINGTON, SC 29072

Activity for Period 8/2/2002 - 10/13/2015

Reference #	Tran Date Principal Amt	Effective Date Interest Amt	Due Date Escrow Amt	Total Tran Amt Fees/Other Amt	Transaction Description Suspense Amt
13	3/16/2009	3/14/2009	4/1/2009	\$60.95	PRINCIPAL PAYMENT
	\$60.95	\$0.00	\$0.00	\$0.00	\$0.00
12	3/16/2009	3/14/2009	3/1/2009	\$1,739.05	PAYMENT
	\$0.00	\$1,739.05	\$0.00	\$0.00	\$0.00
11	2/26/2009	2/26/2009	3/1/2009	\$1,238.45	PRINCIPAL PAYMENT
	\$1,238.45	\$0.00	\$0.00	\$0.00	\$0.00
10	2/26/2009	2/26/2009	2/1/2009	\$2,361.55	PAYMENT
	\$0.00	\$2,361.55	\$0.00	\$0.00	\$0.00
9	2/25/2009	2/25/2009		\$-118.08	LATE CHARGE WAIVED
	\$0.00	\$0.00	\$0.00	\$-118.08	\$0.00
8	2/25/2009			\$118.08	FEE WAIVED
	\$0.00	\$0.00	\$0.00	\$118.08	\$0.00
7	2/17/2009	2/17/2009		\$118.08	LATE CHARGE ASSESSED
	\$0.00	\$0.00	\$0.00	\$118.08	\$0.00
6	1/12/2009	1/12/2009	2/1/2009	\$1,233.06	PRINCIPAL PAYMENT
	\$1,233.06	\$0.00	\$0.00	\$0.00	\$0.00

Date: 10/13/2015
Pg 5 of 15

Interest Rate:	2.875%
Payment Due Date:	9/1/2010
Monthly Payment Amt:	\$1,287.00
Current Escrow Balance:	\$-22,172.67
Current Principal Balance:	\$537,182.20

Mailing Address:
172 BELLE CHASE DRIVE
LEXINGTON, SC 29072

[illegible]

ROA267

EVERHOME MORTGAGE COMPANY

MASTER RECORD STATUS REPORT, REQUESTED BY EMC 110107

10/30/07

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CLIENT-NO	140	COUNTY-TAX	.00	PEND-PMT-CHG	1-BASIS-CODE	1XX	PRIME-RT-CD	
LOAN-NO	6523	CITY-TAX	.00	P-COUNTY	1-BASE-RATE		BILLING-DAYS	
RECID, LI-FLG	A	HAZ-PREM	.00	P-CITY	1-IR-CHG-PD	6	NO-OF-UNITS	1
INV, CAT	888 001	MIP-PMI	.00	P-HAZ	1-PI-CHG-PD	6	P-PLAN-CODE	
INV-LOAN-NO	3610016002	LIEN	.00	P-MIP-PMI	1IR-CHG-DATE	03-01-08	DISC-COLL-CL	.00
TYPE-LOAN	13	OV-SH-SPREAD	.00	P-LIEN	1-NEW-IRATE	.0000000	ACCR-STOP-DA	
ST, CNY, CTY	39 063 0000	ESCROW-PMT	.00	P-OV-SH	1PI-CHG-DATE	03-01-08	ACCR-STATUS	
OFFICE	CS	BSC-AMT	.00	P-A&H, -CD	1ST-NEW-PI	.00	DISC-AMORT	
MAN, TYPE-ACQ	0 3	235-FEE	.00	P-LIFE, -CD	1-ORIG-IRATE	.0400000	ACQ-DATE	09-16-02
1ST-PRIN-BAL	549738.14	HUD-PART	.00	P-MISC, -CD	1ST-ORIG-PI	1940.83	FORCED-COV	
ESCROW-BAL	.00	MISC-AMT	.00	STOP-DATE	1-ORIG-LTERM	300	FORCED-DATE	
ESC-ADV-BAL	.00	REP-RES, TP	.00 0	P-HUD-PART	2-BASIS-CODE		BANKRUPT-CD	
SUSPENSE-BAL	.00	DELQ-TABLE	000000000000	P-HUD-DATE	2-BASE-RATE		BANKRUPT-DT	
DEFICIT-BAL	145.56-	LAST-LATE	10-07	FACTOR-DATE	2-IR-CHG-PD		MI-DELQ-STAT	
LATE-CHG-BAL	.00	BAD-CK-TBL	111111111111	PEND-P&I	2-PI-CHG-PD		DISC-REM-TRM	
REP-RES-BAL	.00	LAST-BAD-CK	00-00	PEND-INT	2IR-CHG-DATE		SUBSIDY-IND	
RES-ESCROW	.00	L-C-RATE	.00	P-INV, -CAT	2-NEW-IRATE		1098-EXEMPT	3
INT-DUE	.00	DEF-SCHED	00-00	P-INV-LOAN-#	2PI-CHG-DATE		PLEDGD-LN-CD	
DISC-BAL	.00	LAST-ANAL	01-03	P-MORT-DATE	2ND-NEW-PI		PROPERTY-TP	1
HUD-PART-BAL	.00	F&EC-PREM	.00	PEND-ANN-S-F	2-ORIG-IRATE		LOAN-PURPOSE	1
ABBR-NAME	CG LANIER	DEF-INCREASE	.00	PEND-LEV-S-F	2ND-ORIG-PI		OWNERSHIP-TP	
CO-MTGR-ABBR		1ST-PRIN-BEG	551096.99	P-BILL-MODE	2-ORIG-LTERM		DEVELOPMENT	
ANNUAL-INT	.0750000	ESC-BAL-BEG	.00	P-BILL-DATE	1-NOTICE-PB	550224.46	PURCH-PRICE	0
FIRST-P&I	3435.86	ADV-BAL-BEG	.00	LOT	2-NOTICE-PB		LIAB-RLSE-CD	
PMT-FREQ	12	2ND-PRIN-BEG	.00	BLOCK	PUR-PRICE		SF-CORR, PLAN	
DIST-TYPE	1	PREV-PPD-INT	.00	SECTION	DISC-PERCT		SF-REMIT-DT	
DUE-DATE	11-01-07	PRIN-YTD	1358.85	S294-SW	FUR-DATE		NONCONFORM-F	
NEXT-PMT-NO	89	INTEREST-YTD	34641.15	SMSA-CODE	PAY-OPTION		SUBSIDIARY-F	
LAST-TRAN	10-03-07	TAXES-YTD	.00	CENSUS-TRACT	INT-CALC-OPT		ACQ-PRIN-BAL	582250.00
TOT-PAYMT	3435.86	HAZARD-YTD	.00	OCCUPY-CODE	1 ALT-DUE-DAY		GPM-ORIG-CD	0
A&H-PREM, -CD	.00 0	MIP-PMI-YTD	.00	ASSUMP-DATE	360-365-FACT		CBR-IND, STAT	4 11
LIF-PREM, -CD	.00 0	LIEN-YTD	.00	PHONE-CODE	2 P-REP-RES-DT		AVG-ESC-BEG	000
MISC-CODE	0	BANK-TRANSIT	00000000	2ND-PHONE	PEND-REP-RES		AVG-ESC-DAY	000
EMPL-CODE	0	BANK-ACCT		FILE REC DTE	LC-CODE		AVG-ESC-BAL	.00
LAST-DEF-DUE	08-27	BILL-MODE	7	CERTIFY DATE	LC-FACTOR	.05000	AVG-ESC-PREV	.00
INT-ON-ESC		LOAN-DATE	08-02-02	BPO DT FUMC	GRACE-DAYS		EXP-PLAN-CD	
ANN-SER-FEE	.00050000	1ST-DUE-DATE	09-01-02	DISPOST FUMC	MIN-LC-AMT	00.00	ORIG-FEES	
LEV-SER-FEE	.00	LAST-INV-CHG	01-03	SALES	MAX-LC-AMT	9999.99	ORIG-COSTS	
ORIG-MTG-AMT	582,250	COUPON-MONTH	03	CREL RISK RT	MAX-LC-RATE	.00000	UNAMORT-FEES	
LOAN-MATURES	08-27	OLD-TOT-PMT	3436.88	BPO AMT FU	ASSUMP-CODE	U	YIELD	
FHA-SECTION	013	2ND-ANN-INT	.00000000	SPECIAL CLIE	SVC-AGENT-NO		USER-YLD-FLG	
FHA-NUMBER	0220353227	2ND-P&I	.00	ACQ-CODE	INSP-SVC-CD	LFC	PREPAY-PEN	

LINE-1 LANIER#CATHY#G

LINE-2

LINE-3

LINE-4

LINE-5 172 BELLE CHASE DRIVE

LINE-6 LEXINGTON

TAX-NAME G LANIER

NEW-PROP 172

ADDR-ZIP LEXINGTON

SUBDIV. BELLE CHASE

UNIT-NO

CARRIER-ROUTE 0000 FOREIGN-ADDR

CATHY

BELLE CHASE DRIVE

SC 29072

BELLE CHASE

P-TAX-NAME

SEC-LIENHOLDER

ORIG-MTGR

ORIG-ABBR

SSN

BILLING

ADDRESS 172 BELLE CHASE DRIVE

AND ZIP LEXINGTON

APP ID

PROP ADR VLD CODE

SC 29072

PROP VLD DATE

BILLING-NAME

CATHY G LANIER

CO-MTGR

LFM-NAME LANIER#CATHY#G

PROP VLD ID

PROPERTY

ADDRESS

CO-LFM-NAME

REQ ID

ORG CD

172
LEXINGTON

BELLE CHASE DRI

SC 29072

LOAN-NO (CONT'D) [REDACTED] 6523

EVER-HOME MORTGAGE COMPANY

MASTER RECORD STATUS REPORT, REQUESTED BY EMC 110107.

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DONT-PROCESS		0	2ND-DIST-TYP	AMERIPS GLD/	INSP-DATE	2-ORIG-FEES
BAD-CK-STOP	0	2-INV,-CAT	CLTV%	INSP-STATUS	2-ORIG-COSTS	
PIF-STOP	0	2-INV-LOAN-#	AQ LOSS INDM	FHA-TYPE	2-UNAMRT-FEE	0
FORECLO-STOP	0	2-TYPE,-MAN	OPEN	BRANCH-OFF	2-YIELD	
NO-NOTICES	0	2ND-ORIG-AMT	RESERVD JB	BLDR-BRKR	2-USER-YLD	
DONT-ANALYZE	1	2-LOAN-TERM	BWKLY IR CHG	PRODUCT-LINE	2-PREPAY-PEN	
A&H-FLAG	0	2-NEXT-PMT-#	SUBORD DATE	OPT-UTIL-HDR	LAST-UPDATED	10-30-07
LIFE-FLAG	0	2ND-PRIN-BAL	HELOC VERIFY	" " "	INV-CHG-PROC	11-20-02
DISB-STOP	0	2ND-ANN-S-F	TRADE ID	TAX-ADVANCE	L-C-FEES-YTD	.00
L-C-STOP	0	2ND-LEV-S-F	SUBORD APPRO	HAZ-ADVANCE	NSF-FEES-YTD	.00
LOAN-TERM	300	MIP-ANIV-DT	SOLICIT VAL=	MIP-FMI-ADV	OTH-FEES-YTD	.00
ORIG-DISC	.00	MIP-ANN-PREM	LOAN ID	FORC-ADVANCE	OTH-FEES-DUE	.00
PHONE-NO	7919	MIP-RMT-YTD	ACQ ID FUM	INV-ADVANCE	NSF-FEE-BAL	.00
FNMA-STAT-CD	0	MIP-CERT-DT	RECOURSE FUMC	ATTY-ADVANCE	REMINO-DAYS	
PMI-RATE	.3000	MIP-SERV-DT	2ND TYP FUMC	SSL-INT-C-DT	FINAL-DAYS	
PROPERTY-VAL	822,036	MIP-SERV-CD	FNMA PFP	SSL-INT-PD	CURR-OCC-STA	1
FLOOD-INS-CD	0	TAX-SVC,-DT	R 09-26-02	SSL-PNI-CH-D	IRS-PURP-CD	
AMORT-ORD-DT		TAX-SVC-FEE	2ND CUSTODN	SSL-PNI-PD	BEG-FORC-DT	
ARM-INT-DATE		TAX-SVC-#	93538931	AVG-PRIN-BEG	REINSTM-TD	
ARM-PI-PROC		TX-SVC-DV-CD	TOTAL PAYMEN	AVG-PRIN-DAY	FORC-WKST-CD	
BAD-CK-DATE		352-FC-INFO	BNY INT ESCR	AVG-PRIN-BAL	PAID-THRU-DT	10-03-07
BILL-NAM-CHG		353-FC-INFO	CAPITAL-FLAG	AVG-PRN-PREV	UE-INT-BAL	.00
BYDN-EKP-DT		354-FC-INFO	INTEREST-IND	FNMA-PROJ-Tp	UE-INT-BL-BG	.00
FLOOD-DEL-DT		355-FC-INFO	STATUS-BAL	OLD-LOAN#	ORIG-UE-INT	.00
FORECLO-DATE		PL-FMI-POLCY	STATUS-BEG	PROC-S-CHGD	SALE-ID	SSTAR M
FORC-FULL-DT		PL-FMI-POLCY	PROP-TYPE	PROC-S-EXPIR	OLD-INV,CAT	
FORC-PART-DT		ORIG-IR-CHG	BRANCH-CODE	NSF-ST-CHGD	TELE-FLG,-DT	
HAZ-END-DATE		ORIG-PI-CHG	1ST-SF-FLAG	NSF-ST-EXPIR	SNGL-CAP-DT	
LN-SRV-SLD-D		P-BASIS1,DT	2ND-SF-FLAG	ANLZ-S-CHGD	SNGL-CAP-PD	
NEW-LN-SETUP	09-19-02	P-BASIS2,DT	MTGR-SSN	ANLZ-S-EXPIR	SNGL-CAP-BEG	
NON-CASH-ADJ		CONVT-BASIS	CO-MTGR-SSN	DISB-S-CHGD	LIFE-CAP-DT	
NO-ESC-PAY-E	12-01-03	CONVT-DATE	SSN-VERIF,DT	DISB-S-EXPIR	LIFE-CAP-PD	
NO-ESC-PAY-P	12-02-03	CONVT-PERIOD	SSN-CERTF,DT	L-C-ST-CHGD	LIFE-CAP-BEG	
OPT-INS-CHG		CONVT-STOP	SSL-ARM-GPM	L-C-ST-EXPIR	STOP-BILL	N
PIF-DATE		NOTICE-FLAG	OLD-ESC-MTH	NOTC-S-CHGD	BILL-CYCLE	500
PAY-FAC-CHG	07-06-07	ORIG-CONV-DT	FNMA-LTV-QUA	NOTC-S-EXPIR	BTLL-TBL-1	
PMI-MIP-DEL	12-02-03	CARRYOVR-INT	FNMA-FEAT1-2	CR-LIFE-PLAN	BTLL-TBL-2	
POLICY-SUB-D		R-CURR-ACCR	FNMA-FEAT3-4	CR-LIFE-PREM	FEE-BILL-DT	
COUPON-REQ-D	01-23-03	R-CUR-LST-CR	FNMA-FEAT5-6	CR-LIFE-TERM	XFER-DEED-DT	
COUPN-TAPE-D	10-05-07	R-CRED-YTD	ESC-DAYS	REBATE-METH	RECORDING-BK	
ESC-ADV-BL-D		R-CUM-ES-BAL	RES-ESC-DAYS	ORIG-REB-MTH	RECORDING-PG	
L-C-BILL-DT		R-DT-LST-ACC	PREV-ESC-BAL	ORIG-FEE	RECORDING-DT	
ASSM-PROC-DT		R-DT-LST-CRE	PREV-RES-BAL	2-CL-PLAN-ID	ORIG-F-C-1	
T309-HIST-DT	10-30-07	R-IOE-WH-BAL	IOE-TAG	2-CL-PREM	UNAM-F-C-1	
CRED-MAIL-DT		R-IOE-WH-SW	CL-DATE-IND	2-CL-TERM	2-ORIG-F-C-1	
EXP-HZ-NY-DT		REFINANC-AMT	RES-ESC-BEG	2-REBATE-MTH	2-UNAM-F-C-1	
1-PREPAY-IND	N	CRA-DEL-COMM	O-EXC-SF-BAL	ESC-DUE-CLOS	ORIG-F-C-2	
2-PREPAY-IND	N	LOW-INCOME-	UNAM-EXC-SF	BKRPCTY-STAT	UNAM-F-C-2	
RLIC-ARM-IND		MOD-INCOME-	O-EXC-SF-TRM	B-R-CB-MTGR	2-ORIG-F-C-2	

ROA270

ARM-PLAN-CD
ARM-CONV-CD
YE-ACQ-RPT
ORGANIZATION
CURR-ACCR
CURR-LAST-CR
CRED-YTD

MIN-CENSUS
BORR-RACE
CO-BORR-RACE
BORR-SEX
CO-BORR-SEX
BORR-STATUS
CO-BORR-STAT

R-EXC-SF-TRM
EXC-SF-CALC
RECOURSE-FLG
RECOURSE-DT
SSL-LOAN-#
RECON-CD,MTH
FHLBB-CLASS

B 660

B-R-PI-ORDER
B-R-START-DT
B-R-COMPL-DT
CR-LINE-CODE
CR-LINE-TERM
CR-LINE-LIMIT
NUM-ADVANCES

2-UNAM-F-C-2
ORIG-F-C-3
UNAM-F-C-3
2-ORIG-F-C-3
2-UNAM-F-C-3
ORIG-F-C-4
UNAM-F-C-4

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LOAN-NO (CONT'D) 6523

EVERHOME MORTGAGE COMPANY

MASTER RECORD STATUS REPORT, REQUESTED BY EMC 110107

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CUM-ESC-BAL		BORR-AGE		LASER-CD,DT		LAST-ADVANCE		2-ORIG-F-C-4	
LAST-ACC-DT		CO-BORR-AGE		LASER-CHG-DT		CR-LINE-ROUT		2-UNAM-F-C-4	
LAST-CRED-DT		INCOME-AMT		FNMA-PLAN-NO	0	CR-LINE-ACCT		LVL-YLD-DISC	
IOE-WH-BAL	.00	VA-OFFICE-CD		FHLMC-RD-DOC		NEXT-CK-NUMB		LVL-YLD-PREM	
IOE-WH-SW		ADP-CODE		SCH-PRIN-BAL	549901.26	CK-REQ-DATE		L-Y-UNAMRT	
CONSTR-TYPE		DUE-DT-CHGD	10-03-07	SCH-DEF-BAL				L-Y-LST-AMRT	
PT-PD-BY-BOR		PY-OFF-EF-DT		ACT-DEF-BAL				LVL-YLD-RATE	
ARM-PLAN-ID	CSBV	X-DQ-RPT-SWS		POOL-CONT		LC-CAP-PCT		L-Y-USR-FLAG	
NXT-CALC-DTE	01-05-08	ME-1-P-BAL	549901.26	REO-STATUS		PCT-PMI-COVR	012	L-Y-PENALTY%	
ARM-CODE	A	ME-2-P-BAL	.00	REO-START-DT		ACCRUAL-RATE		2-L-Y-DISC	
ORIG-IR-DATE	03-01-03	ME-DUE-DATE	10-01-07	REO-LAST-DT		ST-PREM-TAX	.00	2-L-Y-PREM	
ORIG-IR	.0400000	ME-UPD-MO-YR	10-07	REO-LASTBILL		PLEDGE-TP,CL		2-L-Y-UNAMRT	
IR-CHG-DATE	03-01-08	BEG-DEF-INTB	.00	REO-COMPL-DT		PLEDGE-INDEX		2-L-Y-LST-AM	
IR-CHG-PD	6	CUR-DEF-INTB	.00	REO-TOT-AMT		MOD-AGRE-IND		2-L-Y-YLD-RT	
NEW-IR	.0000000	DEF-INT-YTD	.00	L-GREATER-LC		PEND-ORG-CD		2-L-Y-USR-FL	
ARM-MARGIN	.0212500	LIFE-DEF-INT	.00	DUE-DIL-HDR		PEND-RCRS-FL		2-L-Y-PENTY%	
IR-CALC-DATE	03-01-08	LIFE-DI-YTD	.00	Y/E-DET-HIST	N	PEND-RCRS-DT		YEAR-BUILT	
IR-NOTC-LEAD	00 015	EXCL-DEF-INT		SALE-EFF-BAL	580250.00	NON-CORP-BAL	.00	3RD-CORP-BAL	.00
ORIG-PI-DATE	03-01-03	YE-DI-RPT-SW		MTGR-CRP-BAL	.00	FIRST-CA-DTE		LAST-CA-DATE	
ORIG-PI	1940.83	OLD-LN-ST-DT		PPBB-RPTG-YR		REAS-CAUSE		FHLMC-INACTV	
PI-CHG-DATE	03-01-08	RBP-UPFRONT		SALE-DATE		SUP-PRT-IND		SEC-329-DATE	
PI-CHG-PD	6	RBP-FIN-AMT		ARM-CREAT-DT		ESC-ACT-STMT		1-2-LOAN-#	
NEW-PI	.00	RBP-TERM-DT		ARM-GENER-DT		PAYOFF-RSN		ARM-COUP-NUM	
PI-CALC-DATE	03-01-08	LAST-FMT-DT		CV-CREATE-DT		INT-ONLY-DT		ARM-COUP-DT	
PI-NOTC-LEAD	01 015	PRIN-PD-MTD		CV-GENER-DT		MI-ADJ-FLAG		TAX-SER-TYPE	
CV-STATUS-CD		INT-PD-MTD		FHLMC-SPC1-2		CTRCT-G/FEE		DLQ-CLASS-CD	
ORIG-CV-DATE		ESCR-PD-MTD		FHLMC-SPC3-4		G/F-AF-ACCEL		DLQ-COLL-DAY	
CV-CHG-DATE		OTH-PD-MTD		FHLMC-SPC5-6		G/F-AF-BU/B0	00.00000	CTM-CODE	
CV-CHG-PD		BAD-CK-TB-2	11111113111	NOTE-DATE	08/02/02	BYUP/BDN-FEE		RCPT-LOC-CDE	
CV-CALC-DATE		ARM-UPD-STOP	0	NO-OF-BWRS		INV-REQ-MRGN	00.00000	FIN-NUMBER	
CV-NOTC-LEAD		ARM-UPD-BY	CPI	F-T-HOMEBYR		FOR-LSS-RISK		SERVICER-ID	
ORIG-LTERM	300	ARM-UPD-CHG	10-07-02	MTH-HSG-EX		P-CTRCT-GFEE		SERVICER-TYP	
MAX-IR-INC-%	.0000000	ARM-UPD-EXP		MTH-DBT-EX		P-GF-AF-ACCL		ASST-MGR-TYP	
MAX-IR-DEC-%	.0000000	ARM-NOT-STOP	0	NO-BRMS 1-4	/ / /	P-GF-AF-BUBD		ASSET-TYPE	
MAX-IR	.1200000	ARM-NOTC-BY	CPI	CHGF PRG DT		P-BPBD-RATIO		SAMDA-NO	
MIN-IR	.0000000	ARM-NOTC-CHG	10-07-02	CHGF PRG ID		P-INV-REQ-MG		LSFO-CODE	
UTL-HDR-SW	1 1	ARM-NOTC-EXP		OLD SERVICER		P-F/C-RSK-CD		TITLE-FC-DTE	
		4-POS-YR-BLT		PRE-EXP-LOAN446523		P-POOL-#		RI-HDR-SW	
CV-LAST-DATE		CV-TO-FIX-DT		TYPE-CONV-CD		FHLMC-LN-SEL		1DD-DATE, SW	
ADDL-TAX-PAR		DELQ-TAX-SW		VA-LIN		VA-LIN-SW		WIND-FLAG	0
351-ML-POL		352-ML-POL		353-ML-POL		354-ML-POL		355-ML-POL	
351-REP-CC		352-REP-CC		353-REP-CC		354-REP-CC		355-REP-CC	
351-MTG-CL		352-MTG-CL		353-MTG-CL		354-MTG-CL		355-MTG-CL	
NO-PURGE-FLG		FURGE-YEAR		ADV-ELIG-IND		LAND-APPR		SA-ADV-STOP	
SA-OEA-LN-#		IOC-INT-FLAG	N	ADV-TYPE		APPR-DATE		CR-PRP-VAL	
PRIME-LN-NO		IOC-INT	0.00	ADV-SUBTYPE		CURR-APPR		OVR-SA-HD-SW	
CREL RISK RT		ASSETS MSA G	LR	AMP MGN DTE		9-POS-FLD-2N		CREL LST RV	
1-POS-FLD-2A		ASSETS		AMP MGN ORG		9-POS-FLD-3N		CREL RESERVE	
3-POS-FLD-1A		ASSETS DTI		7-POS-FLD-1N		CREL NOI		PERCENT-FLD3	

ROA272

CREL COLL CD
CREL EXCEPT
3-POS-FLD-4A
AMP UND RSK
FLD-PROC-DT
FLD-DETER-DT
FLOOD-ZONE

09-19-02
07-24-02
X

CREL DCR
ASSETS DOC T
7-POS-FLD-1A
AMP A- OPT I
FLD-COMM-DT
FLD-CONTRACT
FLD-ZONE-IND

7-POS-FLD-2N
7-POS-FLD-3N
7-POS-FLD-4N
9-POS-FLD-1N
FLOOD-PROGRM
L FLD-COMM-NO
FLD-FIRM-DT

45063C
02-09-00

ASSETS LN PR
10-POS-FLD2A
10-POS-FLD3A
10-POS-FLD4A
FLOOD-LOMA-R
FLOOD-PANEL
FLOOD-MAPPER

PERCENT-FLD4
2000-IR-C-DT
2000-IR-C-PD
2000-PI-C-DT
N 2000-PI-C-PD
0119 FLOOD-SUFFIX
FLOOD-CMPCO

G
SMFLD

-309

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EVERHOME MORTGAGE COMPANY

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FLOOD-MAPCO	SMFLD	FLOOD-FEE	FLD-CERT	SMI3541615	AGT-CUTOFF-DA	ESC-DOC-TYPE	02
Q-DROP-DATE		SVC-AGT-CAT	MSTR-SVC-AMT		MSTR-SVC-PCT	INIT-STMT-CD	
FMSF-OLIW-SW		CUSTODIAN-CD	ASSGN-MTX-ID		DEFLT-RPTG-ST	INIT-STMT-DT	
LOSS-MIT-IND		CRDT-BY-LEND	A-MTX-ST-DT		D-R-ST-CHGD	DOC-MIN-BAL	2.0000
INV-DQ-STAT		DFR-L-ACT-DT	A-MTX-END-DT		D-R-ST-EXPIR	ESC-COMP-DT	03-04
INV-DQ-REASN		INT-ADV-BAL	L-SRV-SLD-ID	EMC 110107	2-L-SV-SD-ID	CR-QUAL-ORIG	
INV-DQREP-DT		LOSSMIT-STAT	N-SV-L		2N-SRV	CR-QUAL-CURR	
CV-DMD-DATE		DUE-DT-UP-SW	DT1-I-O-FLAG	Y	INT-ONL-PI	CR-QUAL-DATE	
CV-LEAD-TIME		SELL-ID	DT1-I-O-EXP	09-01-12	FULL-AM-PI	CR-QUAL-AGEN	
LMT-START-DT		IOC-INT-CALC			PAYMT-OPT4	CR-QUAL-R-CD	
LMT-CMPLT-DT		RHS-LOAN-NO			AUS-CODE	MERS-FORC-ST	
MIN		MERS-REG-FLG	MERS-SALE-SW		AUS-KEY	MERS-S-S-DT	
MERS-REG-DT		W-UNION STOP	W-UNION IOSA		EL-INACT-DTE	LFP-DATE	10-03-07
EL-STATUS		EL-ELOC-TYPE	EL-ELOC-SUBT		EL-MX-IR-ADV	EL-BANKRPTCY	
EL-SECURD-FL		EL-YE-RP-SCD	EL-YE-RP-USD		EL-RET-PMT	EL-DISPUTED	
EL-CR-TOL-PC		EL-CR-TOLAMT	EL-MIN-ADV		EL-ELOC-PCT	EL-CR-RV-FQ	
EL-CR-REV-DT		EL-LST-CR-RV	EL-BILL-DATE		EL-BILL-DAY	EL-PAY-TOLPC	
EL-PAYTOLAMT		EL-NXT-CTLDT	EL-OT-FEESDU		EL-CR-STOP	EL-ADV-STOP	
EL-ADV-STCHG		EL-ADV-ST-CD	EL-ADV-STEXP		EL-DSP-FLCHG	EL-DSP-FL-CD	
EL-DSP-FLEXP		EL-CNTL-DATE	EL-CHK-DRPDT		EL-CHKS-REQ	EL-BANK-PREF	
EL-LIEN-POSN		TPV-VENDOR	TPV-STATUS		TPV-STAT-DAT	PST-EFF-BAL	
BORR-CS-ID		COBORR-CS-ID	CBR-CMNT-CD		HALL-TMPLT	PST-EFF-DATE	
BORR-CRD-SCR		COBORR-CRSCR	CMNT-EXP-DT		HALL-TYPE	PST-SALE-DT	
NON-TRAN-ACQ		CQ-PREV-SCOR	ORIG-PRP-VAL	760,000	BALL-STATUS	2ND-PST-BAL	
ORIG-HHLD-EX		CQ-PREV-DATE	ORIG-SLF-EMP		BALL-ACTV-DT	2ND-PST-DATE	
ORIG-OCC-STA	1	CQ-PREV-AGNT	INV-ACQ-P-B		PREV-POSTED	EBPP-CODE	
FIPS ST CD	45	FIPS CNTY CD	INV-ORIG-PUR		HOLD-BR-DATE	MERS-MOM-FLG	
DOC-CUSTODN		MPL-ID	SUSP-UNAVAIL		PREV-POST-ES	LPMI-IND	
CBR OCC 1ST		PPP-HDR-CODE	PPP-P-EXP-DT		LOL-LMT-OPT	LOL-MAX-AMT	
PPP-PAID-LOL		RISK-GRADE-C	RISK-GRADE-P		SUBPRIME-FLG	LOAN-MOD-TYP	
LOAN-MOD-DT		EL-TYP-FINAN	EL-CONS-TERM		EL-CMTEXP-DT	TAX-BRANCH	
SPCL-HND-CDE		NORM-CODE	INTERNET-STP		CONS-FILING	CANC-FILING	
CIR-IND		BORROWER-DOB	CO-BORR-DOB		EL-PMT-RESV	EL-BILL-METH	
EL-INTBLTHRU		EL-CON-ESC-C	ALT-LC		SLN-DSI-PAD	UK-DRAFT-RUN	
CFC		SC-ACCESS-CD	BORROWER-DTH		COBORROW-DTH	1ST-VAC-DATE	
AS-OF-DATE		UK-REDBT	DAMAGE-DATE		DAMAGE-TYPE	DEALER-ID	
OPT-OUT-STOP	3	UK-ADJUST	DEALER-PL-C		DEALER-RATE	FIXED-AMOUNT	
OPT-OUT-BY	***	UK-ADJUST-BEG	ORIG-ADV-AMT		AMORT-ADV-AM	ORIG-HOLDBCK	
OPT-OUT-CHG	10-15-04	UK-ADJUST-END	INET-CHG-DT		INET-CHG-BY	INET-EXP-DT	
OPT-OUT-EXP		EL-NO-SEGMENT	EL-PI-1		EL-PI-2	EL-PI-3	
EL-PI-4		EL-PI-5	EL-P-BAL-1		EL-P-BAL-2	EL-P-BAL-3	
EL-P-BAL-4		EL-P-BAL-5	EL-TYPE-2		EL-TYPE-3	EL-TYPE-4	
EL-TYPE-5		EL-SUBTYPE-2	EL-SUBTYPE-3		EL-SUBTYPE-4	EL-SUBTYPE-5	
EL-NXTCTLDT2		EL-NXTCTLDT3	EL-NXTCTLDT4		EL-NXTCTLDT5	EL-CNTL-DT-2	
EL-CNTL-DT-3		EL-CNTL-DT-4	EL-MATDATE-2		EL-1STDUEDT2	EL-1STDUEDT3	
EL-1STDUEDT4		EL-1STDUEDT5	EL-PPP-HDR-3		EL-MATDATE-3	EL-MATDATE-4	
EL-MATDATE-5		EL-PPP-HDR-2	EL-IR-4		EL-PPP-HDR-4	EL-PPP-HDR-5	
EL-IR-2		EL-IR-3	MODE-FLAG		EL-IR-5	EL-PAY-MT-FG	
CURR-HPI-IDX		REGION-CODE			COUNTRY-CODE	NO-OF-CLAIMS	

ROA274

OPT-BORR-BEN
REBUILD-AMT
ALARM CD, PCT
351-EFF-DATE
351-AREA
351-RATE-AMT
351-IPT-AMT

OPT-COBO-BEN
LOAD-PCT
EXCSS CD, PCT
352-EFF-DATE
352-AREA
352-RATE-AMT
352-IPT-AMT

OPT-STAFF-CD
NCD CD, PCT
EXCESS-AMT
353-EFF-DATE
353-AREA
353-RATE-AMT
353-IPT-AMT

OPT-STAFF-PC
MATUR CD, PCT
HAZ-STAFF-CD
354-EFF-DATE
354-AREA
354-RATE-AMT
354-IPT-AMT

OPT-IPT-AMT
SECUR CD, PCT
HAZ-STAFF-PC
355-EFF-DATE
355-AREA
355-RATE-AMT
355-IPT-AMT

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351-COMM-AMT	352-COMM-AMT	353-COMM-AMT	354-COMM-AMT	355-COMM-AMT
IN1	IN2	BORROW-TITLE	CO-BOR-TITLE	BORROWER-NI#
CO-BORROW-NI	SCHED-EVENT	SCH-EVENT-MM	SCH-EVENT-DD	DELQ-BAL .00
INTL-IND	DELQ-PMT-CNT	000 DELQ-NXT-PAY	3435.86 INTL-ADD-INT	RPY-PLN-IND
ADDR-CHG-DT	CHOICES-STAT	CHOICES-OPT	CHOICES-BAL	DEBIT-ID-DTE
DISCHARG-IND	DISCHARG-DTE	1ST-LEGAL-DT	VA-GUAR-PC	FLS-CLT-ID
CHRG-OFF-DT	CHRG-OFF-BAL	DRAFT-UPD-DT	CA-AGE-EXCL	CA-UNPD-DISB
ER-SPC-DAYS	D-30-DAY-CT	D-60-DAY-CT	D-90-DAY-CT	D-120-DAY-CT
LN-COMPL-CD	MTGR-CON-INF	CO-MTGR-CONS	BOL-REL-CD	1 CO-BOL-REL
SRL-ES-BA	SRL-REP-RES	SRL-ES-RESTR	BO-ETHNIC-CD	CB-ETHNIC-CD
HR-HOEPA-FG	HR-PRE-AP-CD	BO-RACE2-CD	BO-RACE3-CD	BO-RACE4-CD
BO-RACE5-CD	CB-RACE2-CD	CB-RACE3-CD	CB-RACE4-CD	CB-RACE5-CD
HR-SPREAD-RT	HR-MA-CD	FNMA-RMT-CD	PFNMA-RMT-CD	FHA-INC
ES-ADV-BA	0.00 ES-ADV-BG	0.00 EL-NEGBAL-DT	PMTR-EBPP-ST	IO-CONV-CD
UK-PRF	PRIM-LANG-CD	LLG-GRP-ID-1	LLG-GRP-ID-2	LLG-GRP-ID-3
LLG-GRP-ID-4	LLG-GRP-ID-5	LLG-GRP-ID-6	LLG-GRP-ID-7	OTSRGR-PA-ID
INS-COV-TY-1	INS-COV-TY-2	INS-COV-TY-3	INS-COV-TY-4	INS-COV-TY-5
VENDOR-CD-1	VENDOR-CD-2	VENDOR-CD-3	VENDOR-CD-4	VENDOR-CD-5
IESF-ID-1	IESF-ID-2	IESF-ID-3	IESF-ID-4	IESF-ID-5
IESF-INACT-1	IESF-INACT-2	IESF-INACT-3	IESF-INACT-4	IESF-INACT-5
RETAIN-SF-RT	CMSA-SPEC-CD	CMSA-RCRS-CD	DOC-CUSTN-CD	EL-ODF-DDA
R-CUR-RVW-DT	R-MAX-DEC-RT	R-1ST-RVW-DT	R-2ND-RVW-DT	R-3RD-RVW-DT
RVW-CRIT-XX	RVW-HIST-XX	RR-STATUS-CD	IVLN-GSE	PR-VIN-NO
MTG-LANG-PRF	FSHC	ORIG-F-C-5	UNAM-F-C-5	ORIG-F-C-6
UNAM-F-C-6	ORIG-F-C-7	UNAM-F-C-7	ORIG-F-C-8	UNAM-F-C-8
2-ORIG-F-C-5	2-UNAM-F-C-5	2-ORIG-F-C-6	2-UNAM-F-C-6	2-ORIG-F-C-7
2-UNAM-F-C-7	2-ORIG-F-C-8	2-UNAM-F-C-8	LN-ADDED-DT	HACIENDA-CTL
PPBB-FLAG	ORG-DSC-FLAG	EL-OM-LCBAL	EL-OM-LCCNT	EL-OM-NSFBAL
EL-OM-NSFCNT	EL-OM-OTHBAL	EL-OM-OTHCNT	EXC-CBR-DUE	IO-EXP-LEAD
BYDN-OPMT-DT	PMT-OPT-IND	NGAM-TRIG-DT	PEND-IO-DATE	VA-DFLT-REAS
TAX-BUS-IND	FNMA-EFF-DT	FNMA-EXP-DT	YE-DEDUCT-MI	YE-MI-RPT-YR
AMEX-IND				

GPMLOAN	PLAN-CODE	PAI-SCHEDULE	1ST PD	2ND PD	3RD PD	4TH PD	5TH PD	6TH PD	7TH PD	8TH PD	9TH PD	10TH PD	11TH&AFTER
1ST-DUE-DATE	-	CHG-PD							.00	.00	.00	.00	.00

INS-TP	AGT	INSCO	P-DUE	EXP-DATE	INSTALL	TERM	COVERAGE	PAY	COV	POLICY-NUMBER	TAX-SEQ	PAYEE	MTG-ID	TAX-IDENTIFICATION-NUMBER
351	H7729	33333	08-28	08-02-28	1.00	12	695,000	7	H	7636	01	39063		-019

DISB-TP	SEQ	PAYEE	TERM	DUE	DISB-AMT	BILL	NEW	U-TAX-CODE	DISB-TP	SEQ	PAYEE	TERM	DUE	DISB-AMT	BILL	NEW	U-TAX-CODE
311	01	39063	12	12-02	.00	3											

ID	DUE	PREM	P-EFF	P-PREM	TERMIN	CERT-NO-1	CERT-NO-2	ID	DUE	PREM	P-EFF	P-PREM	TERMIN	CERT-NO-1	CERT-NO-2
=====															
CHANGE DATE	CHANGE STATUS (S)		LEGEND:		A-APPLIED		P-PENDING		U-UNAVAILABLE		C-HISTORY ADDED		M-HISTORY CHANGED		
DESCRIPTION	NEW VALUE	S	DESCRIPTION	NEW VALUE	S	DESCRIPTION	NEW VALUE	S	DESCRIPTION	NEW VALUE	S	DESCRIPTION	NEW VALUE	S	
=====															

09-01-02

ROA276

CHG-PEND-IR 4.00000 A
CHG-PEND-SER-FEE .05000 A

CHG-PEND-IR-PER
INDEX-RATE

6 A
U

CHG-PEND-PI
PMT-CALC-RATE

1,940.83 A
U

CHG-PEND-PI-PER
IR-LEAD-TIME

6 A
00 027 A

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CHANGE DATE	CHANGE STATUS (S)	LEGEND:	A-APPLIED	P-PENDING	U-UNAVAILABLE	C-HISTORY	ADDED	M-HISTORY	CHANGED		
DESCRIPTION	NEW VALUE	S	DESCRIPTION	NEW VALUE	S	DESCRIPTION	NEW VALUE	S	DESCRIPTION	NEW VALUE	S

09-01-02

PI-LEAD-TIME	01 027 A		PMTS-BTWN-IR-NOTICES	A		PMTS-BTWN-IR-CHGS	6 A		IR-CHG-LETTER-ID	A	
IR-LEAD-TIME-NOTIF	00 015 A		PMTS-BTWN-PI-CHGS	6 A		PI-LEAD-TIME-NOTIF	01 015 A		PI-CHG-LETTER-ID	AR001 A	
OPT-PI-ACTIV-PERCT	.000 A		OPT-PI-ACTIV-AMT	.00 A		IR-CALC-METHOD	1 A		IR-RND-TYPE	N A	
IR-RND-BASIS	.12500 A		MARGIN	2.12500 A		IR-AVG-CODE	N A		NUM-IR-VALS	0 A	
PMTS-1ST-IR	0 A		PMTS-BTWN-IR	0 A		IR-CARRY-CODE	N A		INDX-CODE	6ML1 A	
INDX-CALC-METH	1 A		INDX-LEAD-TIME	01 000 A		INDX-AVG-CODE	N A		NUM-INDX-VALS	0 A	
PMTS-1ST-INDX-VAL	0 A		PMTS-BTWN-INDX-VAL	0 A		MAX-IR-INC-PER-CHG	.00000 A		MAX-IR-DEC-PER-CHG	.00000 A	
MIN-IR-INC-PER-CHG	.00000 A		MIN-IR-DEC-PER-CHG	.00000 A		PMTS-BTWN-NO-IR-CAPS	0 A		INDX-CODE-A	A	
INDX-LEAD-TIME-A	00 000 A		INDX-AVG-CODE-A	A		NUM-INDX-VALS-A	A		PMTS-1ST-INDX-VAL-A	A	
PMTS-BTWN-INDX-VAL-A	A		PER1-MX-IR-INC-CHG	.00000 A		PER1-MX-IR-DEC-CHG	.00000 A		PMTS-BTW-PER-1-B-RATE	0 A	
PER2-MX-IR-INC-CHG	.00000 A		PER2-MX-IR-DEC-CHG	.00000 A		PMTS-BTW-PER-2-B-RATE	0 A		LOL-MX-IR-INC-PCT	.00000 A	
LOL-MX-IR-INC-AMT	12.00000 A		LOL-MX-IR-DEC-PCT	.00000 A		LOL-MX-IR-DEC-AMT	.00000 A		SKIP-IR	N A	
PI-CALC-METH-1	1 A		NMB-PI-CHGS-1	0 A		PERCENT-INCREASE-1	.00000 A		MAX-PI-AMORTIZING-CD-1	N A	
PRIN-BAL-CALC-METH-1	1 A		PI-CALC-METH-2	A		NMB-PI-CHGS-2	0 A		PERCENT-INCREASE-2	.00000 A	
PMTS-BETW-PI-CHGS-2	0 A		MAX-PI-AMORTIZING-CD-2	N A		PI-CALC-METH-3	A		NMB-PI-CHGS-3	0 A	
PMTS-BETW-PI-CHGS-3	0 A		LOL-MX-PI-PCT	.00000 A		LOL-MX-PI-AMT	.00 A		LOL-MN-PI-PCT	.00000 A	
LOL-MN-PI-AMT	.00 A		PCT-CHG-MX-PI-INC	.00000 A		PCT-CHG-MX-PI-DEC	.00000 A		PCT-CHG-MN-PI-INC	.00000 A	
PCT-CHG-MN-PI-DEC	.00000 A		PRIN-BAL-CAP-PCT	0 A		FULL-AM-IR-CD	N A		NEG-AM-IR-CALC-CD	N A	
NEG-AM-LETTER-ID	00000 A		MAX-TERM-EXT-PCT	0 A		MAX-TERM-EXT-PMTS	0 A		MAX-TERM-IR-PI-ADJ-CD	A	
DEFRD-INT-PI-FLAG	N A		DEFRD-INT-MAX-INC	.00000 A		DEFRD-INT-MAX-DEC	.00000 A		PMT-RATE-CALC-METH	C A	
PMT-RATE-RND-BASIS	A		PMT-RATE-RND-TYPE	A		PMT-RATE-MARGIN	A		PMT-RATE-AVER-CD	N A	
NMB-PMT-RATE-CALC	A		NMB-PMT-RATE-PMTS	A		NMB-PMT-BETW-RATES	A		PMT-RATE-CARRYOVER-IC	A	
PR-CARYOVR-INT-AMT	A		PMT-RATE-LEAD-TIME	00 000 A		PC-CHG-OFFSET-IR	A		PC-MX-PR-PCT-INC	A	
PC-MX-PR-PCT-DEC	A		PC-MN-PR-PCT-INC	A		PC-MN-PR-PCT-DEC	A		PMT-BETW-NO-PR-CAPS	A	
INDX-CALC-METH-PR-CALC	A		INDX-CD-PR-CALC1	A		INDX-LEAD-PR-CALC-1	A		INDX-AVER-CD-PR-CALC1	A	
NMB-INDX-VALU-PR-CALC-1	A		PMT-1ST-INDX-PR-CALC-1	A		PMT-BETW-INDX-PR-CALC-1	A		INDX-CD-PR-CALC-2	A	
INDX-LEAD-PR-CALC2	A		INDX-AVER-CD-PR-CALC-2	A		NMB-INDX-VALU-PR-CALC-2	A		PMT-1ST-INDX-PR-CALC-2	A	
PMT-BETW-INDX-PR-CALC-2	A										
CONTROL-DESC ARM CONTROL											
PMTS-BETW-NO-PI-CAPS	0 A		PI-CHANGE-TYPE	A A		IR-CHANGE-TYPE	A A		PEND-REP-RES	.00 A	
INIT-OPT-PI-CALC-#1	.000 A		INIT-OPT-PI-CALC-#2	.000 A		INIT-OPT-PI-CALC-#3	.000 A		PAY-OPTION	A	
DIST-TYPE	1 A		ALT-DUE-DAY	A		CALC-PRIN	U		CALC-REMAINING-TERM	U	
DUE-DAY	01 A		PMT-PERIOD	12 A		IR-PCT-OF-INDX	A		PR-PCT-OF-INDX	A	
ARM-PLAN-ID	CSBV A		SEP-IR-PI-NOTICES	N A		IR-INDX-RND-TYPE	A		IR-INDX-RND-BASIS	A	
PR-INDX-RND-TYPE	A		PR-INDX-RND-BASIS	A		INT-ONLY-PI	U		FULLY-AM-PI	U	
PAYMT-OPT-4	U		PMT-RATE-INDX	U							

12-01-02

IR-RND-TYPE	N A		IR-RND-BASIS	.12500 A		MARGIN	2.12500 A		LOL-MX-IR-INC-AMT	12.00000 A	
PI-CALC-METH-1	1 A										

01-01-03

CHG-PEND-PI	1,934.17 A		CHG-PEND-SER-FEE	.05000 A		IR-RND-TYPE	N A		IR-RND-BASIS	.12500 A	
MARGIN	2.12500 A		LOL-MX-IR-INC-AMT	12.00000 A		PI-CALC-METH-1	1 A		PI-CHANGE-TYPE	N A	

ROA278

02-01-03
CHG-PEND-PI

1,927.50 A

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CHANGE DATE		CHANGE STATUS (0) LEGEND:		A-APPLIED		P-PENDING		U-UNAVAILABLE		C-HISTORY ADDED		M-HISTORY CHANGED	
DESCRIPTION	NEW VALUE	0	DESCRIPTION	NEW VALUE	0	DESCRIPTION	NEW VALUE	0	DESCRIPTION	NEW VALUE	0	DESCRIPTION	NEW VALUE
03-01-03													
CHG-PEND-IR	3.50000	A	CHG-PEND-PI	1,686.56	A	INDEX-RATE	1.38000	A	PMT-CALC-RATE	3.50000	A		
PI-CHANGE-TYPE		A A	IR-CHANGE-TYPE		A A	CALC-PRIN	578,250.00	A	CALC-REMAINING-TERM	294	A		
INT-ONLY-PI	1,686.56	A	FULLY-AM-PI	2,931.88	A	PAYMT-OPT-4	4,133.81	A	PMT-RATE-INDX	.00000	A		
04-01-03													
CHG-PEND-PI	1,682.94	A	PI-CHANGE-TYPE		N A								
05-01-03													
CHG-PEND-PI	1,680.45	A											
06-01-03													
CHG-PEND-PI	1,677.53	A											
07-01-03													
CHG-PEND-PI	1,674.62	A											
08-01-03													
CHG-PEND-PI	1,671.70	A											
09-01-03													
CHG-PEND-IR	3.25000	A	CHG-PEND-PI	1,549.59	A	INDEX-RATE	1.11938	A	PMT-CALC-RATE	3.25000	A		
PI-CHANGE-TYPE		A A	IR-CHANGE-TYPE		A A	CALC-PRIN	573,154.62	A	CALC-REMAINING-TERM	288	A		
INT-ONLY-PI	1,552.29	A	FULLY-AM-PI	2,868.72	A	PAYMT-OPT-4	4,027.38	A	PMT-RATE-INDX	.00000	A		
10-01-03													
CHG-PEND-PI	1,546.88	A	PI-CHANGE-TYPE		N A								
11-01-03													
CHG-PEND-PI	1,544.17	A											
12-01-03													
CHG-PEND-PI	1,541.46	A											
01-01-04													
CHG-PEND-PI	1,538.35	A											
02-01-04													
CHG-PEND-PI	1,535.64	A											
03-01-04													
CHG-PEND-IR	3.37500	A	CHG-PEND-PI	1,591.89	A	INDEX-RATE	1.22000	A	PMT-CALC-RATE	3.37500	A		
PI-CHANGE-TYPE		A A	IR-CHANGE-TYPE		A A	CALC-PRIN	568,006.35	A	CALC-REMAINING-TERM	282	A		
INT-ONLY-PI	1,597.52	A	FULLY-AM-PI	2,920.15	A	PAYMT-OPT-4	4,025.80	A	PMT-RATE-INDX	.00000	A		

ROA280

04-01-04

CHG-PEND-PI

1,589.08 A

PI-CHANGE-TYPE

N A

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LOAN-NO (CONT'D) 6523

EVERHOME MORTGAGE COMPANY

MASTER RECORD STATUS REPORT, REQUESTED BY EMC 110107

10/30/07

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CHANGE DATE	CHANGE STATUS (0)	LEGEND:	A-APPLIED	P-PENDING	U-UNAVAILABLE	C-HISTORY ADDED	M-HISTORY CHANGED
DESCRIPTION	NEW VALUE @	DESCRIPTION	NEW VALUE @	DESCRIPTION	NEW VALUE @	DESCRIPTION	NEW VALUE @
05-01-04							
CHG-PEND-PI	1,586.27 A						
06-01-04							
CHG-PEND-PI	1,583.45 A						
07-01-04							
CHG-PEND-PI	1,580.62 A						
08-01-04							
CHG-PEND-PI	1,577.78 A						
09-01-04							
CHG-PEND-IR	4.12500 A	CHG-PEND-PI	1,924.89 A	INDEX-RATE	1.94000 A	PMT-CALC-RATE	4.12500 A
PI-CHANGE-TYPE	A A	IR-CHANGE-TYPE	A A	CALC-PRIN	561,997.91 A	CALC-REMAINING-TERM	276 A
INT-ONLY-PI	1,931.87 A	FULLY-AM-PI	3,155.90 A	PAYMT-OPT-4	4,192.32 A	PMT-RATE-INDX	.00000 A
10-01-04							
CHG-PEND-PI	1,922.57 A	PI-CHANGE-TYPE	N A				
11-01-04							
CHG-PEND-PI	1,920.24 A						
12-01-04							
CHG-PEND-PI	1,917.90 A						
01-01-05							
CHG-PEND-PI	1,915.56 A						
02-01-05							
CHG-PEND-PI	1,913.20 A						
03-01-05							
CHG-PEND-IR	4.87500 A	CHG-PEND-PI	2,258.27 A	INDEX-RATE	2.78060 A	PMT-CALC-RATE	4.87500 A
PI-CHANGE-TYPE	A A	IR-CHANGE-TYPE	A A	CALC-PRIN	557,252.83 A	CALC-REMAINING-TERM	270 A
INT-ONLY-PI	2,263.84 A	FULLY-AM-PI	3,402.51 A	PAYMT-OPT-4	4,370.52 A	PMT-RATE-INDX	.00000 A
04-01-05							
CHG-PEND-PI	2,256.88 A	PI-CHANGE-TYPE	N A				
05-01-05							
CHG-PEND-PI	2,255.49 A						
06-01-05							
CHG-PEND-PI	2,254.09 A						

ROA282

07-01-05
CHG-PEND-PI

2,252.68 A

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LOAN-NO (CONT'D) 5523

EVERHOME MORTGAGE COMPANY

MASTER RECORD STATUS REPORT, REQUESTED BY EMC 110107

10/30/07

PAGE 8420

CHANGE DATE	CHANGE STATUS (0)	LEGEND:	A-APPLIED	P-PENDING	U-UNAVAILABLE	C-HISTORY ADDED	M-HISTORY CHANGED
DESCRIPTION	NEW VALUE @	DESCRIPTION	NEW VALUE @	DESCRIPTION	NEW VALUE @	DESCRIPTION	NEW VALUE @
08-01-05							
CHG-PEND-PI	2,251.27 A						
09-01-05							
CHG-PEND-IR	5.87500 A	CHG-PEND-PI	2,709.40 A	INDEX-RATE	3.71000 A	PMT-CALC-RATE	5.87500 A
PI-CHANGE-TYPE	A A	IR-CHANGE-TYPE	A A	CALC-PRIN	554,506.32 A	CALC-REMAINING-TERM	264 A
INT-ONLY-PI	2,714.77 A	FULLY-AM-PI	3,746.84 A	PAYMT-OPT-4	4,641.87 A	PMT-RATE-INDX	.00000 A
10-01-05							
CHG-PEND-PI	2,707.98 A	PI-CHANGE-TYPE	N A				
11-01-05							
CHG-PEND-PI	2,706.55 A						
12-01-05							
CHG-PEND-PI	2,705.12 A						
01-01-06							
CHG-PEND-PI	2,703.67 A						
02-01-06							
CHG-PEND-PI	2,702.22 A						
03-01-06							
CHG-PEND-IR	6.87500 A	CHG-PEND-PI	3,159.32 A	INDEX-RATE	4.70000 A	PMT-CALC-RATE	6.87500 A
PI-CHANGE-TYPE	A A	IR-CHANGE-TYPE	A A	CALC-PRIN	551,942.99 A	CALC-REMAINING-TERM	258 A
INT-ONLY-PI	3,162.17 A	FULLY-AM-PI	4,101.55 A	PAYMT-OPT-4	4,922.53 A	PMT-RATE-INDX	.00000 A
04-01-06							
CHG-PEND-PI	3,159.09 A	PI-CHANGE-TYPE	N A				
05-01-06							
CHG-PEND-PI	3,158.85 A						
06-01-06							
CHG-PEND-PI	3,158.62 A						
07-01-06							
CHG-PEND-PI	3,158.38 A						
08-01-06							
CHG-PEND-PI	3,158.14 A						
09-01-06							
CHG-PEND-IR	7.75000 A	CHG-PEND-PI	3,559.82 A	INDEX-RATE	5.58930 A	PMT-CALC-RATE	7.75000 A

ROA284

PI-CHANGE-TYPE
INT-ONLY-PI

A A
3,560.09 A

IR-CHANGE-TYPE
FULLY-AM-PI

A A
4,435.97 A

CALC-PRIN
PAYMT-OPT-4

551,239.47 A
5,188.68 A

CALC-REMAINING-TERM
PMT-RATE-INDX

252 A
.00000 A

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LOAN-NO (CONT'D) 5523

EVERHOME MORTGAGE COMPANY

MASTER RECORD STATUS REPORT, REQUESTED BY EMC 110107

10/30/07

PAGE 8421

CHANGE DATE	CHANGE STATUS	LEGEND:	A-APPLIED	P-PENDING	U-UNAVAILABLE	C-HISTORY	ADDED	M-HISTORY	CHANGED		
DESCRIPTION	NEW VALUE	@	DESCRIPTION	NEW VALUE	@	DESCRIPTION	NEW VALUE	@	DESCRIPTION	NEW VALUE	@
12-01-06											
CHG-PEND-PI	3,559.56	A	PI-CHANGE-TYPE		N A						
01-01-07											
CHG-PEND-PI	3,559.17	A									
02-01-07											
CHG-PEND-PI	3,558.90	A									
03-01-07											
CHG-PEND-IR	7.50000	A	CHG-PEND-PI	3,443.84	A	INDEX-RATE	5.37000	A	PMT-CALC-RATE	7.50000	A
PI-CHANGE-TYPE		A A	IR-CHANGE-TYPE		A A	CALC-PRIN	551,056.16	A	CALC-REMAINING-TERM	246	A
INT-ONLY-PI	3,444.10	A	FULLY-AM-PI	4,392.70	A	PAYMT-OPT-4	5,108.36	A	PMT-RATE-INDX	.00000	A
04-01-07											
CHG-PEND-PI	3,442.87	A	PI-CHANGE-TYPE		N A						
05-01-07											
CHG-PEND-PI	3,441.89	A									
06-01-07											
CHG-PEND-PI	3,440.90	A									
07-01-07											
CHG-PEND-PI	3,439.90	A									
08-01-07											
CHG-PEND-PI	3,438.90	A									
09-01-07											
CHG-PEND-IR	7.50000	A	CHG-PEND-PI	3,437.90	A	INDEX-RATE	5.38620	A	PMT-CALC-RATE	7.50000	A
PI-CHANGE-TYPE		A A	IR-CHANGE-TYPE		A A	CALC-PRIN	550,224.46	A	CALC-REMAINING-TERM	240	A
INT-ONLY-PI	3,438.90	A	FULLY-AM-PI	4,432.57	A	PAYMT-OPT-4	5,100.65	A	PMT-RATE-INDX	.00000	A
10-01-07											
CHG-PEND-PI	3,436.88	A	PI-CHANGE-TYPE		N A						
11-01-07											
CHG-PEND-PI	3,435.86	A									
03-01-08											
CHG-PEND-IR		U	CHG-PEND-PI		U	PI-CHANGE-TYPE		A P	IR-CHANGE-TYPE		A P
09-01-12											
PI-CALC-METH-1		F P									

ROA286

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LOAN-NO (CONT'D) 6523

EVERHOME MORTGAGE COMPANY

MASTER RECORD STATUS REPORT, REQUESTED BY EMC 110107

10/30/07

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CHANGE DATE		CHANGE STATUS (0) LEGEND:		A-APPLIED		P-PENDING		U-UNAVAILABLE		C-HISTORY ADDED		M-HISTORY CHANGED	
DESCRIPTION	NEW VALUE @	DESCRIPTION	NEW VALUE @	DESCRIPTION	NEW VALUE @	DESCRIPTION	NEW VALUE @	DESCRIPTION	NEW VALUE @	DESCRIPTION	NEW VALUE @	DESCRIPTION	NEW VALUE @
ORIG-ARM-PLAN-ID	CSBV	ARM-CODE	A	ARM-ORIG-LOAN-TERM	300	VALID-PMTS-AVAILABL	4						
SEP-IR-PI-NOTICES	N	ORIG-SETUP-USER-ID	JS4	LAST-UPDATE-USER-ID	LE1	DATA-VERIFY-USER-ID	RS2						
ORIGINAL-IR	4.00000	ORIGINAL-PI	1,940.83	NEXT-CALC-DATE	01-05-08	NXT-CALC-DT-NO-RCLC	01-05-08						
RECALC-WORK-DAYS	003	NBR-CALC-FOR-CHG-DT	0	LAST-IR-PI-NOTIF-DT	07-05-07	ORIG-IR-CHG-DATE	03-01-03						
NEXT-IR-CHG-DATE	03-01-08	NEXT-IR-CALC-DATE	03-01-08	FIR-IR-UNAVAIL-DATE	03-01-08	ORIG-PI-CHG-DATE	03-01-03						
NEXT-PI-CHG-DATE	03-01-08	NEXT-PI-CALC-DATE	03-01-08			LAST IR CAP-BR DATE	03-01-07						
DUE-DT-AT-LAST-ANAL	11-01-07												

LOAN HISTORY Y-T-D INV 888 CAT 001 INV# 3610016002 TL3 10/30/07

PAGE 8423

LN# [REDACTED] 6523 CATHY G LANIER

172 BELLE CHASE DRIVE

LEXINGTON

SC 29072

ARM PLAN CSBV
EMP 0 POF0
072 0000

1ST MTGE PRIN	2ND MTGE PRIN	ESC BAL	REST ESC	SUSPENSE	ADV BAL	REPL RES	HUD BAL	LC BAL	INT	DUE	DUE DATE	HUD	PRT OF M
549,738.14	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	11-01-07	.00	CS 0

P & I 1ST	P&I 2ND	CO TAX	CITY TAX	HAZ INS	M I P	LIEN	BSC	A & H	LIFE	MISC	REP RES	TOT PAYMT	INT RATE	DT EM
3435.86	.00	.00	.00	.00	.00	.00	.00	.00 0	.00 0	.00 0	.00	3435.86	.0750000	1 7

1ST ORIG MTG	2ND ORIG MTG	PRIN BAL BEG	INT IND	CAP FLAG	MTGR SSN	DEF INT BAL	PRIOR YR	PPD INT	PPD INT IND	GPM ORG
582,250	0	551,096.99			5322	0.00		0.00	0	0

ASSUM-DT XFER-DEED FHA-SEC/NUM	LIP PAYOFF FC-TRK-SW	YE-ACQ-RPT/DATE	SALE-ID EXEMPT	PLGD-LN	PMT-OPT	CALC-METH	ELOC	BNKRPCY	CH/DT
013/0220353227		Y/09-16-02	SSTAR M	3					

PMT PERIOD	1098-DET-HIST	POINTS-PAID/RPTG YR	SUPPR-MICR-STMT	DI-NOT-RPT-YR	REAS CAUS	RI-HDR-SW	1ST-DUE-DT	REO STAT/COMPL DT
12	N	.00					09-02	

IOE CREDIT YTD/W-H	SW/W-H BALANCE	IORE CREDIT YTD/W-H	SW/W-H BALANCE	CONSTR CD	NØ PURGE FLAG/YR	BNKRPT STAT	LAST DEF DUE
.00	.00	.00	.00				08-27

REC CORP ADV BAL	3RD REC CORP ADV BAL	FORECL WKST CODE/REINSTATE DATE	INIT ESC STMT CODE / DATE	LOSS MIT STATUS/COMPL DATE
.00	.00			

E-MAIL ADDRESS - cathy@tsisc.com

CO-EMAIL ADDRESS -

FAX NUMBER

SEA-START-DATE:

SEA-STOP-DATE.

SEA-ADDR-TYPE:

SEA-CITY/ST/ZIP/RT/FA:

SEASONAL-ADDR1:

SEASONAL-ADDR2:

SEA-STREET:

DUE DATE	PROC DATE	TP	SQ TR NO	AMOUNT RECEIVED	PRINCIPAL PAID	PRINCIPAL BALANCE	INTEREST PAID	ESCROW PAID	ESCROW BALANCE	ADVANCE BALANCE	STATUS AMOUNT	STATUS BALANCE	UNEARNED INT-BAL.	OTHER AMOUNTS	CFO DCT
BAL-FWD						551096.99			.00	.00		.00	.00		
01-07	01-04	1	72	1	3559.17	.00	551096.99	3559.17	.00	.00	.00	.00	.00		1

01-04-07 L
22.96 AA

BATCH 200 EDI1-SEQ 269097												
DATE	TIME	UNIT	QTY	PRICE	AMOUNT	TAX	TOTAL	DISC	DISC	DISC	DISC	DISC
02-07	01-04	1	75	2	40.83	40.83	551056.16	.00	.00	.00	.00	.00

[illegible]

02-05-07 L
22.96 AA

				BATCH 200 EDIT-SEQ 163315	
IR EFF	03-07	OLD .0775000	NEW .0750000	PRIN BAL	551,056.16

[illegible]

03-07	02-05	1	75	3		41.10	41.10	551015.06	.00	.00	.00	.00	.00	.00	.00	.00	1
02-05-07 L																	

03-07 03-05 1 72 1 3443.84

.00 551015.06 3443.84

.00

.00

.00

BATCH 200 EDIT-SEQ 163315

.00

.00

.00

03-05-07 L 1
22.96 AA

BATCH 200 EDIT-SEQ 040182

-309 EVERHOME MORTGAGE COMPANY
 LOAN-NO (CONT'D)

LOAN HISTORY Y-T-D INV 888 CAT 001 INV# 3610016002 T13 10/30/07
 PAGE 8424

LN# 6523 CATHY G LANIER

EMP 0 POF0

DUE DATE	PROC DATE	TP	SQ	TR	NO	AMOUNT RECEIVED	PRINCIPAL PAID	PRINCIPAL BALANCE	INTEREST PAID	ESCROW PAID	ESCROW BALANCE	ADVANCE BALANCE	STATUS AMOUNT	STATUS BALANCE	UNEARNED INT-BAL.	OTHER AMOUNTS	CFD DCT
04-07	03-05	1	75	2		156.16	156.16	550858.90	.00	.00	.00	.00	.00	.00	.00	.00	1
03-05-07 L																	
04-07	04-04	1	72	1		3442.87	.00	550858.90	3442.87	.00	.00	.00	BATCH 200 EDIT-SEQ 040182	.00	.00	.00	1
04-04-07 L																	
22.95 AA																	
05-07	04-04	1	75	2		157.13	157.13	550701.77	.00	.00	.00	.00	BATCH 200 EDIT-SEQ 048871	.00	.00	.00	1
04-04-07 L																	
150.00-Z																	
00-00	04-12	3	04	1		CHECK #014635							BATCH 200 EDIT-SEQ 048871				1
05-07	05-03	1	72	1		3441.89	.00	550701.77	3441.89	.00	.00	.00	PAYEE CD	.00	.00	.00	1
05-03-07 L																	
22.95 AA																	
06-07	05-03	1	75	2		158.11	158.11	550543.66	.00	.00	.00	.00	BATCH 200 EDIT-SEQ 276138	.00	.00	.00	1
05-03-07 L																	
06-07	06-05	1	72	1		3440.90	.00	550543.66	3440.90	.00	.00	.00	BATCH 200 EDIT-SEQ 276138	.00	.00	.00	1
06-05-07 L																	
22.94 AA																	
07-07	06-05	1	75	2		159.10	159.10	550384.56	.00	.00	.00	.00	BATCH 200 EDIT-SEQ 045866	.00	.00	.00	1
06-05-07 L																	
07-07	07-05	1	72	1		3439.90	.00	550384.56	3439.90	.00	.00	.00	BATCH 200 EDIT-SEQ 045866	.00	.00	.00	1
07-05-07 L																	
22.93 AA																	
08-07	07-05	1	75	2		160.10	160.10	550224.46	.00	.00	.00	.00	BATCH 200 EDIT-SEQ 291346	.00	.00	.00	1
07-05-07 L																	
08-07	08-03	1	72	1		3438.90	.00	550224.46	3438.90	.00	.00	.00	BATCH 200 EDIT-SEQ 291346	.00	.00	.00	1
08-03-07 L																	
22.93 AA																	
BATCH 200 EDIT-SEQ 202857																	
IR EFF 09-07 OLD .0750000 NEW .0750000 PRIN BAL 550,224.46																	
PI EFF 09-07 OLD 3,438.90 NEW 3,438.90 PRIN BAL 550,224.46																	
09-07	08-03	1	75	3		161.10	161.10	550063.36	.00	.00	.00	.00	.00	.00	.00	.00	1
08-03-07 L																	
09-07	09-07	1	72	1		3437.90	.00	550063.36	3437.90	.00	.00	.00	BATCH 200 EDIT-SEQ 202857	.00	.00	.00	1
09-07-07 L																	
22.92 AA																	
BATCH 200 EDIT-SEQ 037462																	

ROA290

10-07	09-07	1	75	2	162.10	162.10	549901.26	.00	.00	.00	.00	.00	.00	.00	.00	09-07-07 L	1	
10-07	10-03	1	72	1	3436.88	.00	549901.26	3436.88	.00	.00	.00	.00	.00	.00	.00	BATCH 200 EDIT-SEQ 037462	10-03-07 L	1

-309 EVERHOME MORTGAGE COMPANY
LOAN-NO (CONT'D)

LOAN HISTORY Y-T-D INV 888 CAT 001 INV# 3610016002 T13 10/30/07

PAGE 8425

LN# 6523 CATHY G LANIER

EMP 0 POF0

DUE DATE	PROC DATE	TP	SQ	TR NO	AMOUNT RECEIVED	PRINCIPAL PAID	PRINCIPAL BALANCE	INTEREST PAID	ESCROW PAID	ESCROW BALANCE	ADVANCE BALANCE	STATUS AMOUNT	STATUS BALANCE	UNEARNED INT-BAL.	OTHER AMOUNTS	CFD
11-07	10-03	1	75	2	163.12	163.12	549738.14	.00	.00	.00	.00	BATCH 200 EDIT-SEQ 196118	.00	.00	.00	22.91 AA
																1
																10-03-07 L
																BATCH 200 EDIT-SEQ 196118

REQ-BY TOTALS 36,000.00

34,641.15

EMC 110107

1,358.85

.00

.00

79.41

REASON: REQUESTED

OTHER AMOUNT CODES:

A=FHA-PENALTY G=SER=INTEREST-PAID TO POOL K=INT-DUE-PD P=ACCRUED-IOE/IORE U=REAPPLICATION-FEE Y=HUD-FUND
B=BSC H=FEE-AMT L=PD-THRU-DT R=UE-INT-AMT V=ESCROW-ADVANCE Z=RESTRICTED-ESCROW
C=235-FEE I=A-H-PD M=ADVANCE-EFF-DATE S=CR-LIFE-AMT W=SUSPENSE DI=DEFERRED-INT-BAL
F=MISC J=LIFE-PD N=ADVANCE-MEMO-AMT T=ORIG-FEE-AMT X=REPLACEMENT-RESERVE
AA=SER-FEE-PD AB=DEFERRED-INT-PD AC=LIFE-DEF-INT-PD AD=CHECK-NO AE=DEFERRED-INT-LTD-PD AF=LIFE-DEFERRED-INT-LTD-PD
AG=SUB-CODE AJ=DEF-INT-ADJ-FLAG AK=ADV-AMT-RECD AL=TRAN-SOURCE AM=IOC-SPEC-INT-PD AN=NON-REC-CORP-ADV AP=DATE-STAMP AQ=TIME-
STAMP AR=MTGR-REC-CORP-ADV AS=PREV-POSTED AT=3RD-REC=CORP-ADV AY=ADJ YE 1098 IND AZ=CHOICES-PD
FEE CODES: 1=LATE-CHARGE 2=BAD-CK-FEE 3=CHG-OWNER \$=ELOC-FEE

I5891-721

EMC MORTGAGE CORPORATION

Untitled

LOAN HISTORY Y-T-D INV E36 CAT 001 INV# 0017399971 T13 12/31/07
PAGE 23591

LN# 2126 CATHY G LANIER

ARM PLAN 11U1
EMP 0 POF0

172 BELLE CHASE DRIVE

LEXINGTON

SC 29072

1ST MTGE PRIN	2ND MTGE PRIN	ESC BAL	REST ESC	SUSPENSE	ADV BAL	REPL RES	HUD BAL	LC BAL	INT DUE	DUE DATE	HUD PRT	OF M
549,574.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	12-01-07	.00	RM 1

P & I 1ST	P&I 2ND	CO TAX	CITY TAX	HAZ INS	M I P	LIEN	BSC	A & H	LIFE	MISC	REP RES	TOT PAYMT	INT RATE	DT BM
3434.84	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	3434.84	.0750000	1 8

1ST ORIG MTG	2ND ORIG MTG	PRIN BAL BEG	INT IND	CAP FLAG	MTGD	SSN	DEF INT BAL	PRIOR YR	PPD INT	PPD INT	IND	GPM	ORG
582,250	0	549,738.14				5322	0.00		0.00	0		0	

ASSUM-DT	XFER-DEED	FHA-SEC/NUM	LIP PAYOFF	FC-TRK-SW	YE-ACQ-RPT/DATE	SALE-ID	EXEMPT	PLGD-LN	PMT-OPT	CALC-METH	ELOC	BNKRPCY	CH/DT
					N/11-01-07	EVHMEHSVC	2						

PMT PERIOD	1098-DET-HIST	POINTS-PAID/RPTG YR	SUPPR-MICR-STMT	DI-NOT-RPT-YR	REAS CAUS	RI-HDR-SW	1ST-DUE-DT	REO STAT/COMPL DT
12		.00					09-02	

IOE CREDIT	YTD/W-H	SW/W-H	BALANCE	IORE CREDIT	YTD/W-H	SW/W-H	BALANCE	CONSTR CD	NO PURGE	FLAG/YR	BNKRPT STAT	LAST DEF DUE
.00			.00	.00			.00					08-27

REC CORP ADV BAL	3RD REC CORP ADV BAL	FORECL WKST CODE/REINSTATE DATE	INIT ESC STMT CODE / DATE	LOSS MIT STATUS/COMPL DATE
.00	.00			

DUE DATE	PROC DATE	TP	SQ	TR NO	AMOUNT RECEIVED	PRINCIPAL PAID	PRINCIPAL BALANCE	INTEREST PAID	ESCROW PAID	ESCROW BALANCE	ADVANCE BALANCE	STATUS AMOUNT	STATUS BALANCE	UNEARNED INT-BAL.	OTHER AMOUNTS	CFD DCT
11-07	11-07	1	42	1	.00	549738.14	549738.14	.00	.00	.00	.00	.00	.00	.00	.00	1
11-07	11-08	1	73	1	3600.00	.00	549738.14	.00	.00	.00	.00	.00	.00	.00	.00	1
11-07	11-13	1	73	1	.00	.00	549738.14	3435.86	.00	.00	.00	.00	.00	.00	.00	01
12-07	11-14	1	75	1	.00	164.14	549574.00	.00	.00	.00	.00	.00	.00	.00	.00	1
BATCH 515 EDIT-SEQ 138629 164.14-w 11-07-07 L																
BATCH 515 EDIT-SEQ 178686 3435.86-w 11-07-07 L 22.91 AA																
BATCH 4V4 EDIT-SEQ 434183 ACTION 1926 3600.00 w 11-07-07 L																
BATCH NO1 EDIT-SEQ 917990 3600.00 w 11-07-07 L																
REQ-BY TOTALS 3,600.00 164.14 3,435.86 .00 .00 22.91																

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Plaintiff_000661

ROA293

115891-721

EMC MORTGAGE CORPORATION

LOAN HISTORY Y-T-D INV E36 CAT 001 INV# 0017399971 T13 12/31/08

PAGE 62282

ARM PLAN 11U1

EMP 0 POPC

LN# 1126 CATHY G LANIER

172 BELLE CHASE DRIVE

LEXINGTON

SC 29072

1ST MTGE PRIN	2ND MTGE PRIN	ESC BAL	REST BSC	SUSPENSE	ADV BAL	REPL RES	HUD BAL	LC BAL	INT DUE	DUE DATE	HUD PRT	OF M
541,015.22	.00	.00	.00	.00	.00	.00	.00	.00	.00	01-01-09	.00	RM 1

P & I 1ST	P&I 2ND	CO TAX	CITY TAX	HAZ INS	M I P	LIEN	BSC	A & H	LIFE	MISC	REP RES	TOT PAYMT	INT RATE	DT BM
2366.94	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	2366.94	.0525000	1 8

1ST ORIG MTG	2ND ORIG MTG	PRIN BAL	BEG	INT IND	CAP FLAG	MTGR SSN	DEF INT BAL	PRIOR YR	PPD INT	PPD INT	IND	GPM	ORG
582,250	0	549,574.00				5322	0.00		0.00	0		0	

ASSUM-DT	XFER-DEED	FHA-SEC/NUM	LIP	PAYOFF	FC-TRK-SW	YE-ACQ-RPT/DATE	SALE-ID	EXEMPT	PLGD-LN	PMT-OPT	CALC-METH	ELOC	BNKRPCY	CH/DT
						N/11-01-07		EVHMEHSVC						

PMT PERIOD	1098-DET-HIST	POINTS-PAID/RPTG	YR	SUPPR-MICR-STMT	DI-NOT-RPT-YR	REAS CAUS	RI-HDR-SW	1ST-DUE-DT	REQ	STAT/COMPL	DT
12		.00						09-02			

IOE CREDIT	YTD-W-H	SW-W-H	BALANCE	IORE CREDIT	YTD-W-H	SW-W-H	BALANCE	CONSTR CD	NO PURGE	FLAG/YR	BNKRPT	STAT	LAST DEF	DUE
.00		.00		.00		.00							08-27	

REC CORP	ADV BAL	3RD REC	CORP	ADV BAL	FORECL	WKST	CODE/REINSTATE	DATE	INIT	ESC	STMT	CODE	DATE	LOSS	MIT	STATUS/COMPL	DATE
	.00			.00													

DUE DATE	PROC	TP	SO	AMOUNT	PRINCIPAL	PRINCIPAL	INTEREST	ESCROW	ESCROW	ADVANCE	STATUS	STATUS	UNEARNED	OTHER	CFD					
DATE	DATE	TR	NO	RECEIVED	PAID	BALANCE	PAID	PAID	BALANCE	BALANCE	AMOUNT	BALANCE	INT-BAL.	AMOUNTS	DCT					
BAL-FWD						549574.00			.00	.00	.00	.00	.00							
00-00	01-03	6	31	1	.00	PROCES	PSP	REASON	TCON	CONDUIT	TAX	CONT	CORP:SEQ	PAYER	55T55	ORIG	PAY	109922	17.00	AT
						CHECK #99999	M													
12-07	01-07	1	73	1	3434.84	.00	549574.00	3434.84	.00	.00	.00	.00	.00	.00	.00					1

12-07-07 L
171.74 AA
Y AY

01-08	01-07	1	75	2	231.28	231.28	549342.72	.00	.00	.00	.00	.00	.00	.00	.00					1

12-07-07 L
Y AY

01-08	01-14	1	73	1	3433.39	.00	549342.72	3433.39	.00	.00	.00	.00	.00	.00	.00					1

01-14-08 L
171.67 AA

02-08	01-14	1	75	2	166.61	166.61	549176.11	.00	.00	.00	.00	.00	.00	.00	.00					1

01-14-08 L

02-08	02-11	1	73	1	3600.00	.00	549176.11	3432.35	.00	.00	.00	.00	.00	.00	.00					1

167.65 W
02-11-08 L
171.62 AA

IR EFF	03-08	OLD	.075000	NEW	.0675000	PRIN BAL	549,176.11													
PI EFF	03-08	OLD	3,432.35	NEW	3,089.12	PRIN BAL	549,176.11													
03-08	02-12	1	75	1	.00	167.65	549008.46	.00	.00	.00	.00	.00	.00	.00	.00					1

BATCH 515 EDIT-SEQ 104881

Plaintiff_000658

ROA294

115891-721
LOAN-NO (CONT'D)

EMC MORTGAGE CORPORATION

LOAN HISTORY Y-T-D INV E35 CAT 001 INV# 0017399971 TL3 12/31/08
PAGE 62283

LN# 2126 CATHY G LANIER

EMP 0 POFO

DUE DATE	PROC DATE	TP	SQ	AMOUNT RECEIVED	PRINCIPAL PAID	PRINCIPAL BALANCE	INTEREST PAID	ESCROW PAID	ESCROW BALANCE	ADVANCE BALANCE	STATUS AMOUNT	STATUS BALANCE	UNEARNED INT-BAL.	OTHER AMOUNTS	CFD DCT
03-08	02-12	1	73	2	.00	.00	549008.46	.00	.00	.00	.00	.00	.00	.00	1
BATCH 421 EDIT-SEQ 208221 ACTION 1005															
17.00-PROCES W09 REASON TCON WOTREC 0108 TCON CORP:SEQ PAYEE 55TS5 ORIG PAY 17.00-AT															
03-08	03-10	1	73	1	3088.17	.00	549008.46	3088.17	.00	.00	.00	.00	.00	.00	1
ACTION OMEN															
03-10-08 L															
171.56 AA															
04-08	03-10	1	75	2	511.83	511.83	548496.63	.00	.00	.00	.00	.00	.00	.00	1
BATCH 4EM EDIT-SEQ 205645															
03-10-08 L															
04-08	04-07	1	73	1	3085.29	.00	548496.63	3085.29	.00	.00	.00	.00	.00	.00	1
BATCH 4EM EDIT-SEQ 205645															
04-07-08 L															
171.40 AA															
05-08	04-07	1	75	2	514.71	514.71	547981.92	.00	.00	.00	.00	.00	.00	.00	1
BATCH 4HB EDIT-SEQ 250884															
04-07-08 L															
05-08	05-08	1	73	1	3082.40	.00	547981.92	3082.40	.00	.00	.00	.00	.00	.00	1
BATCH 4HB EDIT-SEQ 250884															
05-08-08 L															
171.24 AA															
06-08	05-08	1	75	2	517.60	517.60	547464.32	.00	.00	.00	.00	.00	.00	.00	1
BATCH 416 EDIT-SEQ 159448															
05-08-08 L															
06-08	06-09	1	73	1	3079.49	.00	547464.32	3079.49	.00	.00	.00	.00	.00	.00	1
BATCH 416 EDIT-SEQ 159448															
06-09-08 L															
171.08 AA															
07-08	06-09	1	75	2	520.51	520.51	546943.81	.00	.00	.00	.00	.00	.00	.00	1
BATCH 41C EDIT-SEQ 246663															
06-09-08 L															
07-08	07-14	1	73	1	3076.56	.00	546943.81	3076.56	.00	.00	.00	.00	.00	.00	1
BATCH 41C EDIT-SEQ 246663															
07-14-08 L															
170.92 AA															
08-08	07-14	1	75	2	523.44	523.44	546420.37	.00	.00	.00	.00	.00	.00	.00	1
BATCH 487 EDIT-SEQ 213973															
07-14-08 L															
08-08	08-11	1	73	1	3073.61	.00	546420.37	3073.61	.00	.00	.00	.00	.00	.00	1
BATCH 487 EDIT-SEQ 213973															
08-11-08 L															
170.76 AA															
BATCH 4D5 EDIT-SEQ 183169															
546,420.37															
546,420.37															
09-08	08-11	1	75	3	526.39	526.39	545893.98	.00	.00	.00	.00	.00	.00	.00	1
IR EFF 09-08 OLD .0675000 NEW .0525000 PRIN BAL															
PI EFF 09-08 OLD 3,073.61 NEW 2,390.59 PRIN BAL															
08-11-08 L															
09-08	09-09	1	73	1	2388.29	.00	545893.98	2388.29	.00	.00	.00	.00	.00	.00	1
BATCH 4D5 EDIT-SEQ 183169															
09-09-08 L															
170.59 AA															

115891-721
LOAN-NO (CONT'D)

EMC MORTGAGE CORPORATION

LOAN HISTORY Y-T-D INV E36 CAT 001 INV# 0017399971 T13 12/31/08
PAGE 62284

LN# 2126 CATHY G LANIER

EMP 0 POF0

DUE DATE	PROC DATE	TP	SQ	AMOUNT RECEIVED	PRINCIPAL PAID	PRINCIPAL BALANCE	INTEREST PAID	ESCROW PAID	ESCROW BALANCE	ADVANCE BALANCE	STATUS AMOUNT	STATUS BALANCE	UNEARNED INT-BAL.	OTHER AMOUNTS	CFD DCT
10-08	09-09	1	75	2	1211.71	1211.71	544682.27	.00	.00	.00	.00	.00	.00	.00	1
BATCH 4EL EDIT-SEQ 139943															
09-09-08 L															
10-08	10-06	1	73	1	2382.98	.00	544682.27	2382.98	.00	.00	.00	.00	.00	.00	1
BATCH 4EL EDIT-SEQ 139943															
10-06-08 L															
170.21 AA															
11-08	10-06	1	75	2	1217.02	1217.02	543465.25	.00	.00	.00	.00	.00	.00	.00	1
BATCH 466 EDIT-SEQ 411249															
10-06-08 L															
11-08	11-10	1	73	1	2377.66	.00	543465.25	2377.66	.00	.00	.00	.00	.00	.00	1
BATCH 466 EDIT-SEQ 411249															
11-10-08 L															
169.83 AA															
12-08	11-10	1	75	2	1222.34	1222.34	542242.91	.00	.00	.00	.00	.00	.00	.00	1
BATCH 418 EDIT-SEQ 118020															
11-10-08 L															
12-08	12-12	1	73	1	2372.31	.00	542242.91	2372.31	.00	.00	.00	.00	.00	.00	1
BATCH 418 EDIT-SEQ 118020															
12-12-08 L															
169.45 AA															
01-09	12-12	1	75	2	1227.69	1227.69	541015.22	.00	.00	.00	.00	.00	.00	.00	1
BATCH 415 EDIT-SEQ 151985															
12-12-08 L															
BATCH 415 EDIT-SEQ 151985															
REQ-BY TOTALS 46,866.12 38,307.34 .00 2,222.07															
V/E 8,558.78															

OTHER AMOUNT CODES:

A=FHA-PENALTY G=SER=INTEREST-PAID TO POOL K=INT-DUE-PD P=ACCRUED-IOE/IORE U=REAPPLICATION-FEE Y=HUD-FUND
B=BSC H=FEE-AMT L=PD-THRU-DT R=UE-INT-AMT V=ESCROW-ADVANCE Z=RESTRICTED-ESCROW
C=235-FEE I=A-H-PD M=ADVANCE-EFF-DATE S=CR-LIFE-AMT W=SUSPENSE DI=DEFERRED-INT-BAL
F=MISC J=LIFE-PD N=ADVANCE-MEMO-AMT T=ORIG-FEE-AMT X=REPLACEMENT-RESERVE
AA=SER-FEE-PD AB=DEFERRED-INT-PD AC=LIFE-DEF-INT-PD AD=CHECK-NO AE=DEFERRED-INT-LTD-PD AF=LIFE-DEFERRED-INT-LTD-PD
AG=SUB-CODE AJ=DEF-INT-ADJ-FLAG AK=ADV-AMT-RECD AL=TRAN-SOURCE AM=IOC-SPEC-INT-PD AN=NON-REC-CORP-ADV AP=DATE-STAMP AQ=TIME-
STAMP AR=MTGR-REC-CORP-ADV AS=PREV-POSTED AT=3RD-REC-CORP-ADV AY=ADJ YE 1098 IND AZ=CHOICES-PD
FEE CODES: 1=LATE-CHARGE 2=BAD-CK-FEE 3=CHG-OWNER \$=ELOC-FEE

Chase
PO Box 183222
Columbus, OH 43218-183222



Payoff
Quote Generated
8:55:40

Tuesday, September 22, 2015

CATHY G LANIER
172 BELLE CHASE DRIVE
LEXINGTON, SC 29072

Payoff Quote

Account: [REDACTED] 5050
Property Address: 172 BELLE CHASE DRIVE
LEXINGTON, SC 29072

Dear Mortgagor(s):

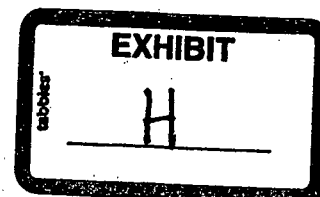
JPMorgan Chase Bank, N.A. is writing in response to your request for a payoff quote for the account referenced above.

The total amount due* to pay off this Loan is \$637,127.12, which is good through 10-21-15. If the Good Through Date falls on a holiday or a non-working day, payments will be treated as timely if made on the next working day. Below is an itemization of this amount:

Payoff Quote		
Unpaid Principal Balance		\$537,182.20
Deferred Principal Balance		\$0.00
Interest Per Diem**		\$38.63
Interest Due From	8/1/10	\$74,002.45
Pro Rata MIP/PMI		\$0.00
Escrow Advance Balance		\$22,172.67
Restricted Escrow Balance		\$0.00
Buydown Subsidy/Replacement Reserve Balance		\$0.00
HUD Subsidy Balance		\$0.00
CR Life / Original Fee Rebate		\$0.00
Prepayment Penalty		\$0.00
Late Charges		\$497.30
Monthly Late Charge Amount	\$64.35	
NSF (Insufficient Funds)		\$0.00
Other Fees***		\$0.00
Recording Fee		\$5.00
Demand Fee		\$0.00
Suspense		(\$1,200.00)
Corporate Advances***		\$1,581.50
Incurred Attorney Fees		\$0.00
Incurred Attorney Costs		\$0.00
Subtotal	10/21/15	\$634,241.12
Estimated Escrow Advances		\$0.00
Estimated Attorney Fees		\$2,510.00
Estimated Attorney Costs		\$376.00
Total Estimated Amounts		\$2,886.00
Total Payoff Amount Good through	10/21/15	
Total Payoff Amount:		\$637,127.12

*This loan payoff statement shows the total amount you owe. However, some amounts may not have to be paid for the lien to be released. Please call us at 800-848-9380 for details or 800-582-0542 for TTY services.

**If the loan is a Federal Housing Administration loan, the interest is monthly, not per diem.



***Other Fees and Corporate Advances include those amounts assessed in accordance with your loan documents, and/or permitted by applicable law, or that were authorized for services rendered. If you need additional information regarding any of these amounts, please call us at one of the telephone numbers listed above.

If you're sending funds by wire transfer, we must receive the full payoff amount before 6 p.m. Eastern Time for current day processing. Payoff funds should be sent by wire transfer to:

JPMorgan Chase Bank, N.A.
Account: 323553729
ABA Routing Number: 021000021
Account Name: Chase Payoff Wire Account
OBI Text: (enter loan number in OBI text field)
Attention: Payoff Processing

Please be sure that the wire description includes the Chase account number, the name of the borrower(s), the property address, and the agent's contact information.

You may also send the payoff amount in the form of certified funds. No personal checks will be accepted.

Please send certified funds to:

Chase
Attention Payoff Processing
Mail Code: OH4-7115
3415 Vision Drive
Columbus, OH 43219-6009

* For CEM/CO-OP use Mail Code: OH4-2222

Please return a copy of this letter in its entirety along with your payment.

Payments cannot be made at Chase branches. Please refer to the address above for payment information or call us if you have any questions.

We value you as a customer and want to ensure your continued satisfaction.

Sincerely,

Chase
877-838-1882 Ext. 52195
800-582-0542 TTY

PAYOFF QUOTE DISCLOSURES

- 1) If the closing date changes, you should promptly contact our office to request a new payoff quote.
- 2) The above figures are subject to final verification upon receipt of the payoff remittance by Chase. Notwithstanding the "good through" date provided in this payoff quote, if the Loan is in default, all default-related processes, including but not limited to foreclosure sale, will continue, and all fees and costs incurred after the issuance of this payoff quote will continue to be assessed until the Loan is paid in full. If you cannot pay the amount specified in this letter, please call us at 800-848-9380 to discuss possible alternatives. If you are paying off your loan as a result of a natural disaster, please call us at 800-848-9136 to see if we can offer you assistance.
- 3) All checks that have been tendered to Chase in satisfaction of monthly payments must have cleared the payor's bank. Do not place a stop payment on checks previously mailed to Chase or cancel automatic mortgage payments by Chase prior to payment in full. If your loan has not been referred to foreclosure and in accordance with the loan documents, a late charge fee will be assessed at the close of business at the end of the grace period. If your payment is not received prior to the expiration of the grace period, such late charge will be added to the total amount due on the loan. You may call 800-548-7912 to ascertain the late charge amount.
- 4) If the payoff remittance is insufficient to pay the total amount secured by the security instrument, the payoff funds will be returned with a new quote.

5) Disbursements of all escrowed items (e.g. hazard, flood and PMI insurance, taxes, etc.) will be paid from escrow as normally scheduled (up to the date payoff funds are received). It is the responsibility of the borrower and their closing agent (if applicable) to obtain a refund should a double payment of taxes or insurance occur. If you require confirmation of any recent escrow disbursements, please call (800) 548-7912. Any escrow balance or overpayment remaining in the account will be refunded to you. We will not accept or process escrow assignments.

6) You understand and agree that if Chase receives and processes a payoff and subsequently is requested to return such payoff funds, due to loan rescission or for any other reason, unless prohibited by law, Chase reserves the right to charge **the title company or lender requesting such return** a fee of \$1,000 to compensate it for its time and costs incurred with reboarding the loan onto the system.

7) **Minnesota and Massachusetts properties:** If this quote was ordered to sell your Property, please forward the supporting documentation of the sale to Chase or fax to 877-271-0378. Please include this quote page as the lead page. Please note that the supporting documentation will only be reviewed if faxed to the number above.

8) **Restricted Escrow Funds:** Restricted escrow funds are made up of insurance claim proceeds that we received for your property. These funds may be used to pay off your account in full. If you intend to pay off your account in full with these funds, please sign and return the enclosed Letter of Authorization form. The completed form must be returned to our office before we can use the funds to pay off your account. If you use these funds to pay off your loan, you will not be able to use them to repair your property. The funds cannot be used to pay down or reduce the amount owed if you do not intend to pay off your account.

IMPORTANT LEGAL INFORMATION

We are attempting to collect a debt, and any information obtained will be used for that purpose.

We may report information about your account to consumer reporting agencies. Late payments, missed payments, or other defaults on your account may be reflected in your credit report.

If you are represented by an attorney, please refer this letter to your attorney and provide us with the attorney's name, address, and telephone number.

To the extent your original obligation was discharged, or is subject to an automatic stay of bankruptcy under Title 11 of the United States Code, this notice is for compliance and/or informational purposes only and does not constitute an attempt to collect a debt or to impose personal liability for such obligation.

[CA LOANS ONLY] [The California Rosenthal Fair Debt Collection Practices Act and the federal Fair Debt Collection Practices Act require that, except under unusual circumstances, collectors may not contact you before 8 a.m. or after 9 p.m. They may not harass you by using threats of violence or arrest or by using obscene language. Collectors may not use false or misleading statements or call you at work if they know or have reason to know that you may not receive personal calls at work. For the most part, collectors may not tell another person, other than your attorney or spouse, about your debt. Collectors may contact another person to confirm your location or enforce a judgment. For more information about debt collection activities, you may contact the Federal Trade Commission toll-free at 877-FTC-HELP; 877-382-4357 or www.ftc.gov.]

[WV LOANS ONLY] [Your Note and Security Instrument may preclude the recovery of attorney's fees, and consistent with state law, Chase otherwise limits the recovery of certain fees from West Virginia customers as a result of default. If you have questions regarding any amounts, please call us at 877-838-1882 ext. 52195 or 800-582-0542 TTY.]

DQ600

ORIGINAL

STATE OF SOUTH CAROLINA)
COUNTY OF LEXINGTON)

IN THE COURT OF COMMON PLEAS **KAC**
11TH JUDICIAL CIRCUIT

CASE NO.: 2013-CP-32-01709

The Bank of New York Mellon, f/k/a)
The Bank of New York as successor-in-)
Interest to JPMorgan Chase Bank, N.A.)
As successor-in-interest by merger to)
Bank One, N.A. as Trustee for Structured)
Asset Mortgage Investments Inc.,)
Mortgage Pass-Through Certificates,)
Series 2002-AR4,)

Plaintiff,)

Vs.)

Cathy G. Lanier; Branch Banking and)
Trust Company; Regions Bank,)
Defendants.)

**DEFENDANT'S RETURN TO PLAINTIFF'S
MOTION FOR SUMMARY JUDGMENT**

FILED

Plaintiff, The Bank of New York Mellon ("Plaintiff") has filed a Motion for Summary Judgment that states there is no genuine issue as to any material fact with respect to the claims asserted by Plaintiff. Defendant Cathy G. Lanier ("Defendant") hereby provides the following information disputing Plaintiff's assertions and respectfully requests this Court dismiss Plaintiff's motion. For brevity's sake, this return incorporates all previously submitted evidence, exhibits, motions and information throughout the case without restating all.

Plaintiff accurately summarizes that the two remaining contested issues in this case are the amount of the debt and whether Plaintiff has standing to bring this foreclosure case. Defendant has repeatedly requested discovery from Plaintiff concerning these two issues, and has been provided with little, if any documentation that would begin to support Plaintiff's case. It appears Plaintiff's case is largely dependent on "because they say so." Courts of equity require proof and that burden falls on the Plaintiff.

Defendant will separate these two issues to more plainly describe why Plaintiff's claims fail on both of these issues. However, since the ruling occurred stating that these are the only two

issues in dispute, there has been activity by Plaintiff giving rise to a third issue, that of whether or not Plaintiff can proceed with a foreclosure while in negotiations with Defendant to arrive at another solution. Therefore, Defendant prays upon the court to consider the third issue as a dispute of material facts as well:

DISPUTED ISSUE 1: STANDING

SUMMARY: Throughout this case, a source of confusion has been as to how Bank of New York Mellon ("BNYM") could be the plaintiff. Their own trust documents do not allow them to bring a foreclosure action on an individual property in the trust, and if they were to do it, there would be a huge IRS penalty (100% of the earnings from the trust, backdated to the time of the infraction, resulting in literally millions to billions of dollars) applied to the entire value of the trust, not just the value of this one property. There is no way a bank with their reputation and position would do this, as they would assume liability for the penalty via the investors in the trust.

Luckily, the real plaintiff, JPMorgan Chase ("Chase"), has cleared this up for us with their affidavit. They clearly state that Chase is the actual Plaintiff and BNYM is not, which means that Chase brought this action in someone else's name. One must bring an action in the name of the party in interest and cannot bring a case in the name of a third party. That is a fatal flaw, and therefore Summary Judgement is improper, but moreso, that is an incurable flaw, therefore the case should be dismissed immediately.

DISCUSSION: In this new motion, Plaintiff has included an affidavit, not from an employee or other person with first-hand knowledge of the business records and role of the Plaintiff, Bank of New York Mellon ("BNYM"), but from a Joseph G. Devine, Jr., claiming to be an employee of JPMorgan Chase Bank ("Chase"), who claims to be the servicer for a loan that appears to have been closed with a \$0 balance. In his affidavit, Mr. Devine attempts to explain how the subject loan (note and mortgage) managed to move through several entities to wind up with

BNYM, with Chase as servicer. Yet, as has been the case in the past with this Plaintiff and its representatives, Mr. Devine has merely stated these facts without providing any proof of these various transfers, assignments, sales or securitizations and how they moved through the various owners' hands to be where Plaintiff claims them to be today. Moreover, he fails to provide any proof whatsoever that these assignments and transfers took place according to and by the deadlines established in the Pooling and Servicing Agreement of the trust where the subject loan was allegedly placed. There are no business records, sales agreements, etc. on record with the SEC to record these transactions either. The only document on record is a fraudulent assignment, occurring "just in time" for litigation in the current case, and failing to meet the trust's assignment requirements by some ten (10) years. SC law also requires that assignments be filed into the public record to provide notice to all the parties, within thirty (30) days of the occurrence of the assignment. Again, if these assignments had taken place as required in the trust documents and according to SC law, there would be filed assignments in the records of Lexington County, SC, with all required recording fees paid, back in 2002 when the trust was formed and subsequently closed to the entry of any further loans or other financial instruments. There are none. There would also be merger and sales agreements associated with the trust on record with the SEC. There are none. Mere statements are insufficient to support Plaintiff's allegations, and without firm proof, the loan (note and mortgage) does not appear to have any current, legal ownership, and certainly no tie to any real estate. There is no legal chain of title placing the subject loan into the trust managed by the Plaintiff. Further, if such a chain of title existed, Plaintiff's own governing documents and records (such as the Pooling and Servicing Agreement of the trust) preclude the Plaintiff (acting as trustee) from pursuing this action, or to authorize another party to pursue this action on its behalf.

Mr. Devine makes the claim that Chase, and not the Plaintiff, BNYM, is in possession of the original Note, Mortgage and Allonge. However, Ms. Lanier has disputed this fact, as is

demonstrated by her attached affidavit (Exhibit 1) describing her witness and examination of these documents at various times throughout this case. There was not even a copy of the note and mortgage submitted with the Complaint, thereby providing no proof whatsoever that Chase or the actual Plaintiff, BNYM, had possession of these documents at this case's inception, as is required by law. Defendant has repeatedly requested proof from Plaintiff that they were in possession of these documents at inception, but has received nothing, and this affidavit also provides no proof. Plaintiff has provided absolutely no evidence to support their claim that they were in possession of the original note and mortgage associated with this case, at the inception of the case.

In fact, counsel for the Plaintiff has stated on the record that she is not aware and cannot testify to the Plaintiff being in possession of the note at the inception of the case, but merely as of the time she took the case over several months later.

MS CASKEY: I have original possession of the note and mortgage right now and I have since the case – well, since I got the case when it was transferred to me from foreclosure counsel. (reference Transcript from Hearing held on 4/15/15, page 8, lines 12 through 15)

Defendant would remind the Court that the current law firm involved was not the law firm that filed the Complaint. It appears Ms. Caskey is stating that even she did not receive copies of the note and mortgage initially. There has been no verification provided that the documents in Ms. Caskey's possession currently are the actual original note and mortgage (there are several indications, under magnification that point to the note that was shown to Ms. Lanier by Ms. Caskey's firm is nothing more than a laser-printed copy of a scanned document), but Ms. Caskey has indicated that even she does not have first-hand knowledge that the Plaintiff was in possession of the note at the inception of the case, as is required and has been driven home by numerous Supreme Court and Appellate Court rulings.

Mr. Devine's affidavit does help us with a very confusing issue surrounding the standing of the Plaintiff, however. He indicates that the party attempting to bring this foreclosure action is Chase, an unnamed party to the Complaint. As this Court certainly knows, the real party in interest must bring the case – that party cannot hide behind another party in an attempt to trick the Defendant(s). This issue has been explained with statute and case law examples in Defendant's Memorandum Supporting its Motion for Summary Judgment, so we will not elaborate here, but Rule 17(a) of the SCRCF requires that every action be prosecuted "in the name of the real party in interest"...

The South Carolina rule with respect to the real party in interest requirement is patterned after the comparable federal rule, which has been regarded as embodying the concept that an action shall be prosecuted "in the name of the party who, by the substantive law, has the right sought to be enforced." It is ownership of the right sought to be enforced which qualifies one as a real party in interest, rather than the absolute ownership of specific property.

This clearly states that the case must be brought in the name of the party that has the right sought to be enforced. That is not BNYM, the named Plaintiff in this case. Their own trust documents prohibit them from bringing a foreclosure action, if there were a valid chain of title proving they are, indeed, the trustee, and if there were a valid chain of title proving the subject loan was actually placed into the trust. If there were a valid chain of title granting the role of servicer to Chase, the trust documents might allow them to bring a foreclosure action, but the laws, at both the federal and state level, require that they bring the action in their own name. That has not occurred, and BNYM, the current Plaintiff possesses no standing in any way, shape or form, to pursue this action.

There is no doubt that standing is the burden of the party who is asserting standing. It is not on the borrower to show that the foreclosing party lacks standing. It is up to the foreclosing party to prove a prima facie case with real evidence and without presumptions that shows that possession of the note was the result of a real transaction or that they have received authorization from someone who had possession of the note with rights to enforce, which means they in turn received the note or the rights to enforce from the party who is the actual creditor. BNYM has never had a right to enforce, so no amount of authorizing Chase, or anyone else for that matter, would resolve the fact that they, BNYM, did not possess the right to enforce a foreclosure in the first place, so they certainly could not have assigned it to an agent. In fact, the entire chain of title the Plaintiff and its agents have tried to string together is fabricated, forged and a total sham – designed to give the appearance of claims and rights that simply do not exist. Without a valid paper trail that firmly establishes ownership, rights, etc. there cannot be an award of foreclosure -- standing cannot be presumed just because a bank says so. This Plaintiff has provided no evidence of any valid chain of title placing them in any position to have brought this case in the first place, and without their possessing the right to enforce a foreclosure, they cannot have passed that right to another. There exists no standing for the Plaintiff or any others involved in this case.

DISPUTED ISSUE 2: SUBSTANTIATION OF A DEBT AND IF ONE EXISTS, THE AMOUNT OWED

SUMMARY: One of the very key aspects of proving a foreclosure case is that the debt owed be substantiated “to the penny.” Because of the fact that Plaintiff is missing years’ worth of payment records, and the records they have produced are inaccurate, Plaintiff cannot substantiate the debt or prove whether or not there is a debt. That is a material fact in dispute with an easy proof – simply reviewing the “payment records” provided in discovery and also included as an attachment to Mr. Devine’s affidavit.

The fact that there is no ability for Plaintiff to provide an accounting is a fatal flaw to proceeding with a foreclosure. Not only should their motion for Summary Judgment be denied, but this action should be dismissed because of the fact that Plaintiff can never meet the required burden of proof to foreclose on the property because they do not possess a full accounting of the loan account in dispute.

DISCUSSION: For months and months during the instant case, Defendant requested full and complete payment records, as the accounting presented by Plaintiff did not remotely coincide with Defendant's own records. After receiving pieces and parts of payment histories, in a hearing in 2014, Plaintiff finally admitted that they had produced every payment record in their possession. At that time, Defendant created a computerized spreadsheet of all the payments contained in the documents provided by Plaintiff. To ensure that her findings were accurate and the spreadsheet representation of the evidence was done according to accounting guidelines, she hired her CPA, Michael L. Williams, to compare the evidence provided by Plaintiff with the spreadsheet she had created, to ensure accuracy and correct interpretation. Mr. Williams has prepared an affidavit (Exhibit 2) indicating his findings that the spreadsheet created by Defendant is an accurate representation and interpretation of the payment records provided by Plaintiff. The spreadsheet is included as an attachment to his affidavit.

The Court should find it quite clear from the spreadsheet that there were no individual payment records provided for the period starting in September of 2002 (the inception of the loan) through November of 2005. The Plaintiff has admitted the payment records proffered in discovery are all the payment records in their possession. Mr. Devine's affidavit mirrors that fact. What is further evident from the spreadsheet is that there were records provided gathered from both the EMC (prior servicer) and the Chase (more recent servicer) systems, and even their figures do not match on a month-to-month comparison. To state that these payment records are an example of

shoddy accounting is quite an understatement, as there are charges that were taken from Defendant's account to cover such items as "homeowner association dues" and "sanitation fees." There are no homeowner association dues or sanitation fees assessed in Ms. Lanier's neighborhood, for any property there. This money was clearly just stolen from Defendant's account for other purposes, by whomever might admit to being responsible for the non-GAAP accounting and bookkeeping for the subject loan.

Additionally, Defendant produced tax summaries every year, as a normal course of business, to provide her CPA with the data with which to prepare and file her personal and business income taxes. Those summaries are saved on Ms. Lanier's computer, and date back to the middle 1990's. These summaries reflect not only the interest on her mortgage loans held during those years, as reported at the end of each year by the entities servicing her mortgages, but she also tracked the principal paid by totaling her monthly payments, and subtracting the interest figure provided by the banks. Since she did not escrow taxes and insurance on her mortgage payments, the only contents of each monthly payment were principal and interest, so it was very easy to take the 12 recurring payments for each year, add those up, and subtract the interest reported to find the amount of principal paid to any given loan.

Defendant has prepared a spreadsheet summarizing those figures of principal and interest she recorded annually, comparing them with the totals reported in the payment records by EMC and Chase. It is quite remarkable that in the total of nine (9) years reported, there was only one (1) match between the interest reported by the payment records (of EMC in this case) and Ms. Lanier's records that reflected the bank's own year-end reports. Exhibit A to Ms. Lanier's affidavit is the comparison spreadsheet that illustrates just how inaccurate, and apparently completely "made up" the payment records from EMC and Chase are. There is no way to achieve a correct accounting based on their records, and it appears, from the vast difference in the principal amounts recorded by

Defendant, and the principal amounts paid according to the EMC and Chase payment records, there is likely the case that this loan was completely paid off prior to the claimed default by the current Plaintiff, BNYM, as was calculated by Defendant in 2010 (as described in her affidavit).

Additionally, data collected from banking databases and supported by the affidavit of William McCaffrey, a banking and securities expert, (Exhibit 3) indicate that this loan was closed out at a \$0 balance in 2010, the trust that allegedly held the loan was closed as evidenced by no further reporting after 2nd quarter 2010, and there would be no valid account into which to pay any monies now collected. The loan is paid off, closed and the trust terminated, according to national banking databases that report to the SEC the status of the trusts formed under its laws. There is no evidence showing that this Plaintiff or any associated party is currently owed money from anyone for this loan. Without verified proof of a debt, there can be no foreclosure action.

**DISPUTED ISSUE 3: PLAINTIFF IS IN VIOLATION OF
ADMINISTRATIVE ORDER 2011-05-02-01**

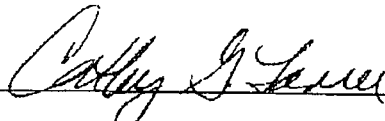
Defendant is in possession of an offer to renegotiate the terms of the loan and review the balance owed to determine if, in fact a balance is owed. Defendant is now in possession of the tax records and other items requested to move this negotiation forward, and is in the process of preparing those to submit. According to Justice Toal's Administrative Orders (the current one is a clarification of her order issued in 2009), continuing to pursue a foreclosure while these negotiations are ongoing is described as "dual tracking" and is specifically prohibited for servicers and mortgagors participating in HMP negotiations.

It is clear to Defendant that this action was likely brought in error, as the subject loan may well have been paid off in full prior to the action. At very worst case, there may be a small amount owed, but Plaintiff has provided no accounting documentation to verify that, and has admitted they are unable to do so. It appears that their trying to "play both hands against the middle" should result

in sanctions to them such that this case be dismissed with prejudice, and they be assessed with damages for the hardship and stress they have placed on Defendant for the past 21 years. In a similar case in the Federal Court in Florida, when Bank of America sued over a non-existent debt and filed a false foreclosure, the Court saw fit to award damages of the same amount for which the Defendant was originally sued by the Plaintiff (see Goodwin v. Bank of America, N.A.). Defendant would submit this might be an appropriate sanction for the current Plaintiff and its associates.

WHEREFORE, Defendant prays that the Court dismiss Plaintiff's Motion for Summary Judgment, and grant Defendant's Motion for Summary Judgment, or in the alternative, to dismiss with prejudice the foreclosure case due lack of standing of the Plaintiff, inability to provide an accounting to substantiate a debt is owed and HMP violations and sanction Plaintiff and related parties, such as Chase for its violations, and causing harm and damage to Defendant. Defendant requests any such other and further relief as the court deems appropriate in an attempt to restore her life to the status quo it was before this action was raised.

Respectfully submitted,



CATHY G LANIER, Pro Se

Cathy G. Lanier
172 Belle Chase Drive
Lexington, SC 29072
803-315-3636
803-359-7031 (fax)
cathy@tsisc.com
Pro Se

Lexington, SC
October 23, 2015

FILED
OCT 23 AM 10:50

Exhibit 1

STATE OF SOUTH CAROLINA)

IN THE COURT OF COMMON PLEAS
11TH JUDICIAL CIRCUIT

COUNTY OF LEXINGTON)

CASE NO.: 2013-CP-32-01709

The Bank of New York Mellon, f/k/a)

The Bank of New York as successor-in-)

Interest to JPMorgan Chase Bank, N.A.)

As successor-in-interest by merger to)

Bank One, N.A. as Trustee for Structured)

Asset Mortgage Investments Inc.,)

Mortgage Pass-Through Certificates,)

Series 2002-AR4,)

Plaintiff,)

Vs.)

Cathy G. Lanier; Branch Banking and)

Trust Company; Regions Bank,)

Defendants.)

AFFIDAVIT OF
CATHY LANIER

I, Cathy G. Lanier, after being duly sworn upon oath, testify as follows:

1. The matters contained herein are based upon my own personal knowledge and records.
2. I am the owner of the subject property named in the foreclosure complaint, and have owned this property since the year 2002.
3. At some point after closing my loan, the complaint asserts that my loan was sold into a trust (although there is no chain of title indicating this), and a different servicer took over the accounts. I was never noticed of this change. There has never been a valid assignment of this mortgage recorded into the Lexington County records.
4. In 2010, I noticed irregularities in the principal loan balance, and contacted EMC Mortgage (EMC) to learn why their figures did not appear to match mine (they were off by several hundreds of thousands of dollars). I was told they had inherited accounting records from the original servicer, and were missing data but they were

researching the issue. After receiving information indicating that the loan was recorded on EMC's records as having a \$0 balance, I discontinued making payments, informing EMC as to the reason for this. I was told the loan was still being researched. They assured me if they found that I still owed on this loan, I would be contacted to make new payment arrangements.

5. Nothing further was received or noticed by EMC, and in May of 2013, I was served with a foreclosure Complaint from an unknown entity, Bank of New York Mellon (BNYM). I sent a Qualified Written Request to try to determine who BNYM was, and their role in my mortgage loan. I received an insufficient partial response that did not meet RESPA regulations, and then requested of the law firm that filed the complaint, Rogers Townsend and Thomas, a meeting to view the note and mortgage to make sure their client held the rights to enforce a foreclosure. I was initially told these documents were not in their possession, which made sense since there was not even a copy of these documents attached to the Complaint that was filed. I do not believe the Plaintiff or their law firm were in possession of the original note and mortgage at the inception of the case.
6. I was later contacted by the law firm and invited to come and view the documents I had requested to see. I travelled to their office and witnessed a photocopy of a note and a photocopy of a mortgage. These were clearly not original documents and there were no endorsements on either document, and no allonges attached or unattached but presented with the documents. The note was in the name of the original lender, Southstar Funding, which I later learned was no longer in business. There was no reference to the Plaintiff named in the Complaint, nor any assignments, endorsements

or other legally required documentation to assign or transfer legal ownership or rights to any other entity besides Southstar Funding.

7. Shortly after this meeting, I was informed that the lawsuit had been moved to another law firm, Haynesworth Sinkler Boyd, PA. I requested of the new law firm to produce documentation and evidence that their client had any rights associated with my loan, and after several months was finally allowed to view the documents they had in their possession. I travelled to their offices to review these documents, and found a better copy of the note and mortgage – these, I believe were scanned documents printed by a high-quality laser printer – much better than the photocopies I had been shown by the previous law firm, but still not originals. However, they produced a different document that had not been produced by the original law firm – an unattached allonge (actually there were two of them, both being represented as originals) that appeared to endorse the note over to Bank One, an entity also no longer in business since July of 2004. That document is undated. What was interesting is that the endorsement on the allonge page was allegedly signed by an employee of Southstar Funding. This document and “endorsement” had clearly been produced since my viewing the loan documents in late 2013, as they were not a part of the loan file shown to me by the previous lawyers, yet Southstar Funding had been out of business since late March or early April of 2007. It would have been impossible to obtain a signature of their employee in 2013, and it would have been pointless to endorse the note to an entity that was also closed down by that time. The trust into which my loan was allegedly sold closed in 2002, so anything occurring after about 90 days past the closing date of October 31, 2002 would not be valid. Again, nowhere on these copied documents did

any tie or assignment whatsoever appear, linking the note to the current Plaintiff, BNYM. It was apparent to me at that time, that the law firms involved had been quite busy "righting the paperwork" to give the illusion of legality, but even their attempts to fraudulently represent the actions surrounding the loan had failed to draw a straight line chain of title from the lender to anyone now involved in the lawsuit.

8. Since that time, I have learned that even if the Plaintiff could prove a legal chain of title placing them in ownership or having any rights whatsoever in relationship with the loan, their own governing documents (the trust's Pooling and Servicing Agreement, specifically) would preclude them from having the rights to enforce a foreclosure. They, as trustee of the trust, would suffer very serious penalties from the IRS if they were to attempt to take any action whatsoever on any individual loan in the trust. Without the rights to enforce a foreclosure, they cannot have held the authority to pass those rights on to anyone else to act on their behalf.
9. I analyzed the payment records provided by Plaintiff and prepared a spreadsheet that was passed to my CPA for his review. In that spreadsheet, I believe there is clear indication that the accounting practices of any former or current servicer of this loan were not up to GAAP standards, and cannot be used to validate or substantiate a debt of any kind. My own records, kept on my computer since the mid-1990's, of the summaries I prepared for my CPA to do my taxes and those of my company, show that the payment records and their analysis of the amount owed on this loan are drastically in error – to the extent that the loan could well have been fully paid off before this action was filed. After seeing the huge discrepancies and missing information in the payment records, I prepared a summary spreadsheet, attached here

as Exhibit A, that shows the numbers from my own personal records, kept in the normal course of business, as compared with the available numbers produced by Plaintiff. In the entire nine (9) years reflected, there was only one instance where the interest figure resulting from totaling the interest payments in the records provided by one of the servicers actually matched the interest figure provided to me at the end of the year by that servicer. This is a clear example of the irresponsible accounting practices that have been associated with my loan from its inception, and how any figures provided by the current Plaintiff must be in question. These records certainly would not meet anyone's standards of being a valid "to the penny" accounting of my loan account, enough on which to base a judgment of any sort. I believe this loan was paid in full prior to the claimed default date in 2010, therefore any action to collect on a retired and paid off loan, is nothing less than fraud.

I swear and believe that the facts set forth in the foregoing are true to the best of my knowledge.

By: Cathy G. Lanier
 Cathy G. Lanier
 Date: 10/23/15

Sworn to and subscribed before me
 This 23 day of October 2015

Janice L. Horne
 Notary Public, State of South Carolina
 My Commission expires 2/8/2023



Exhibit A

DEC082015

From Records in Evidence				From Lanier Records	
Principal Pd. (EMC)	Interest Pd. (EMC)	Principal Pd. (Chase)	Interest Pd. (Chase)	Principal Pd.	Interest Pd.
2002 No Records	No Records	No Records	No Records	\$50,302.51	\$9,697.49
2003 No Records	No Records	No Records	No Records	\$101,816.60	\$18,183.40
2004 No Records	No Records	No Records	No Records	\$99,731.32	\$20,268.68
2005 No Records	No Records	No Records	No Records	\$91,813.51	\$28,186.49
2006 \$4,699.15	\$38,735.12	No Records	No Records	\$21,402.69	\$38,597.31
2007 \$1,539.99	\$41,511.85	\$1,358.85	\$34,641.15	\$5,229.55	\$41,511.85
2008 \$7,335.00	\$34,872.20	\$2,450.03	\$4,749.97	\$13,127.50	\$34,872.50
2009 \$4,346.71	\$19,250.88	\$3,323.33	\$17,512.03	\$14,923.33	\$21,076.67
2010 \$733.92	\$10,915.57	\$509.69	\$7,390.31	\$2,371.43	\$10,628.57

Represents the only match between all data provided by EMC/Chase and Lanier's records that were based on the annual statement received each year from each respective servicer.

Exhibit 2

STATE OF SOUTH CAROLINA)
COUNTY OF LEXINGTON)
The Bank of New York Mellon, f/k/a)
The Bank of New York as successor-in-)
Interest to JPMorgan Chase Bank, N.A.)
As successor-in-interest by merger to)
Bank One, N.A. as Trustee for Structured)
Asset Mortgage Investments Inc.,)
Mortgage Pass-Through Certificates,)
Series 2002-AR4,)
Plaintiff,)
Vs.)
Cathy G. Lanier; Branch Banking and)
Trust Company; Regions Bank,)
Defendants.)

IN THE COURT OF COMMON PLEAS
11TH JUDICIAL CIRCUIT

CASE NO.: 2013-CP-32-01709

AFFIDAVIT OF,
MICHAEL L. WILLIAMS, CPA

I, Michael L. Williams, CPA, after being duly sworn upon oath, testify as follows:

1. I am a Certified Public Accountant and have overseen the accounts of Cathy G. Lanier, for purposes of completing and filing her personal taxes and all accounting and tax work for her business since early 1990. I am over the age of 18 and competent to testify as to the facts contained in this affidavit.
2. The factual statements contained in this Affidavit are based on my own personal knowledge and training, and my review of business records (specifically payment records associated with a mortgage loan) of Chase and EMC Mortgage provided to me by Ms. Lanier. According to documentation received with the payment records, these records were provided to Ms. Lanier by the law firm of Haynesworth Sinkler Boyd, PA, dated August 29, 2014 for case no. 2013-CP-32-01709.
3. Ms. Lanier had prepared a spreadsheet to analyze the payment records, and also supplied me with the spreadsheet. I found the spreadsheet to be an accurate

representation and summary of the payment records. The spreadsheet is included here as Exhibit A and illustrates the information observed by me described below.

4. From my observation of the payment records, they were associated with a loan originated with Everhome Mortgage Co., Loan #0000446523, on August 2, 2002 with a principle balance of \$582,250.00. The documents examined did not provide any detailed transactions of payments for the months of September, 2002 (start of payments) through November, 2005. Additionally it appears that on June 28, 2010, a charge of \$3,783.41 was applied to home-owner association dues, and another charge of \$587.51 was applied to Sanitation fees. Ms. Lanier has stated that there are no homeowner association fees or sanitation fees associated with her property. It appears that a payment of interest and principle for the loan was diverted to these fees instead of being appropriately applied to the loan balance.
5. The documents also revealed numerous charges for what was detailed as "corporate advance adjustments, property preservation and miscellaneous F/C and B/R expenses" without documentation as to what these charges related to. These charges total \$1,825.80. It is my understanding that Ms. Lanier has continued to occupy the property, provide insurance, maintenance and all normal services such that there would be no "property preservation" required by anyone else.
6. Based on my findings, it is difficult to state exactly what the loan balance should be. As a disclosure I am stating that I was not provided any cancelled checks and therefore relied only on the documents provided as referenced above. But the documents I used were provided by the Plaintiff to Ms. Lanier, and I have no reason

to question that they are a true and correct representation of these companies'

accounting histories, such as they are.

I swear and believe that the facts set forth in the foregoing are true to the best of my knowledge.

By: Michael L. Williams
Michael L. Williams, CPA
Date: 10.22.15

Sworn to and subscribed before me
This 22 day of OCTOBER 2015
Debbie D. Calamus
Notary Public, State of South Carolina
My Commission expires 5.18.2024

Exhibit 3

CATHY G. LANIER

Real Property Located:
172 BELLE CHASE DRIVE
LEXINGTON, SC
29072AFFIDAVIT OF
WILLIAM McCaffrey

I William McCaffrey, declare as follows:

I am over the age of 18 years and qualified to make this AFFIDAVIT and a resident of the State of Arizona and make this affidavit based on my own personal knowledge and research. I have no direct or indirect interest in the outcome of the case at bar for which I offer my observations, analysis, opinions and testimony. My experience in the banking industry encompasses over three decades of service for federally insured institutions including ten years with my previous organization, Indy Mac Bank FSB, as Business Development Manager. Currently I am Consulting for Housing Mortgage Consultants Inc.

I have personal knowledge and experience to render opinions in the topic areas related to the securitization of mortgage loans, derivative securities, the securities industry, Uniform Commercial Code practices, predatory lending practices, Truth in Lending Act requirements, loan origination and underwriting, accounting in the context of securitization and pooling and servicing of securitized loans, assignment and assumption of securitized loans, creation of trusts under deeds of trust, pooling and agreements, and issuance of asset backed securities, specifically mortgage-backed securities by special purpose vehicles in which an entity is named as trustee for holders of certificates of mortgage backed securities.

I have experience in the economics of securitized residential mortgages during the period of 2001-2008, appraisal fraud, and its effect on annual percentage rate ("APR") disclosure, usury, exceeding the legal limit for interest charged, foreclosure of securitized and non-securitized residential mortgages. I have been qualified to testify in Superior Court, United States District Court, and United States Bankruptcy Court.

AFFIDAVIT of William McCaffrey

1
2 In the past few years, I have served as Expert Witness in numerous civil cases
3 and have testified at trial in Federal and Superior Courts including California, Nevada,
4 Arizona, Texas, New Mexico, and South Carolina. Some of the Superior Court Cases
5 include *Marshall and Isley Bank v. Izzo*, *Slikker v. Kondaur*, *Brokalakis v. National City*
6 *Mortgage*, and *Wells Fargo Bank v. Dutson*. Superior Court Judges' Ronan, Garcia,
7 and Budoff, US Bankruptcy Judges Markell and Reigle, as well as Commissioners'
8 Davis, Ellis, and Hamner have affirmed my testimony.

9 Using software which permits investors and licensed users to access "named
10 trust-entities" which are corporate/trust documents filed with the Securities and
11 Exchange Commission, I can find each Mortgage Note held by this named trust-entity,
12 and can verify its status and have the knowledge and experience to perform these
13 searches with accuracy. I am also an experienced securitization analyst and submit this
14 affidavit having first hand knowledge of the following facts:

15 AUGUST 2, 2002 subject note is generated in the amount of \$582,250.00 stating
16 "lender" as SOUTHSTAR FUNDING, LLC DBA CAPITAL HOME MORTGAGE
17 ("SOUTHSTAR"). A mortgage was then recorded having a Mortgage Identification
18 Number ("MIN") of 1001908-3610016002-2 for subject property located at 172 BELLE
19 CHASE DRIVE, LEXINGTON, SC, 29072.

20 According to my research findings, the subject loan was then securitized by
21 SOUTHSTAR and placed into a Structured Asset Mortgage Investments, Inc., Mortgage
22 Pass-Through Certificates, Series 2002-AR4 Trust (EXHIBIT A) This trust was initially
23 intended to be a Real Estate Mortgage Conduit ("REMIC") within the meaning of section
24 860D of the Internal Revenue Code ("The Code") per the trust agreement, which
25 governs the rules of the subject trust.

26
27 The REMIC's purpose was intended to do away with double taxation by not
28 taxing at the entity level. This change automatically boosted yields over other securities

1 that would otherwise be taxed. To obtain REMIC classification, a trust must satisfy the
2 **TIMING** requirement stating within three months after the trust's startup date
3 substantially all of its assets must be assigned to the trust and qualified mortgages.

4 The Lanier Mortgage does not comply. Recorded assignments (EXHIBIT B) are
5 dated 2012 or 2013. Suspect entities JPMorgan Chase ("Chase") and Mortgage
6 Electronic Registration Systems ("MERS") recorded subject assignments over 10 years
7 late. The failure of Chase and MERS to properly transfer the Lanier mortgage note
8 cause the trust to fail the timing prerequisite to qualify for REMIC status, consequently
9 what they do legally own does not appear to be secured by interests in real property.

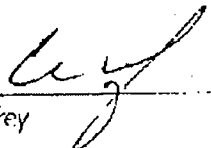
10 Further disturbing is letter from US Bank National Association ("US Bank") dated
11 November 14, 2012 from Michael D. Bengtson, Assistant Vice President of US Bank
12 stating the Lanier mortgage in an entirely different location named Asset Backed Pass
13 Through Certificate Series 2006-WMC1 Trust (EXHIBIT C).

14 The only potential party to foreclosure where the alleged financial injury and right
15 to collect the obligation, enforce the note or enforce the security instrument is either a
16 party who lost money or stands to lose money, or authorized representative
17 demonstrating authority and answerable to claims, affirmative defenses and
18 counterclaims of borrowers for such causes of action or defenses as might be
19 applicable. JP Morgan Chase Bank, NA nor any of its purported successors or trustees,
20 fit any of these descriptions.

21 All facts and statements made in this affidavit are true according to my research
22 and knowledge and opinions are based on decades of my relevant experience within
23 the banking industry. I have no direct or indirect interest in the outcome of the case for
24 which I offer my observations, analysis, opinions and testimony.
25
26
27
28

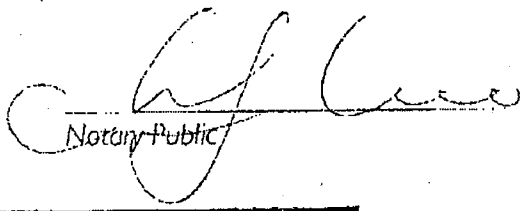
www.AZDocumentServices.com
180.792.7996 | AZCLDP #81339
ARIZONA DOCUMENT SERVICES, LLC

FURTHER AFFIANT SAYETH NAUGHT.

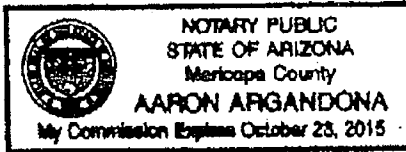

William McCaffrey

SWORN TO AND SUBSCRIBED before me, the undersigned notary public, this 6 day

of April 2014.


Notary Public

My commission expires: 10.23.15



3

Esc
Ad
Re

ROA323

EC082015

ROA324

EC082015

PAYMENT ANALYSIS FOR BELLE CHASE MORTGAGE

				Interest Paid according to Chase	Principal Paid according to Chase		Late Charges	Taxes	Corporate Advance	Property Preservation	Statutory Expenses	Misc F/C & B/R expenses	Attorney Advances	New Principal		Esc Ad Rei		
7/1/2009	\$	1,738.74	\$	61.26	\$	1,738.54	\$	61.46	Numbers don't agree between EMC & Chase							\$	168.25	
8/1/2009	\$	1,738.34	\$	61.46	\$	1,738.34	\$	61.66	Numbers don't agree between EMC & Chase							\$	163.23	
9/1/2009	\$	1,457.80	\$	61.66	\$	1,457.80	\$	142.20	Numbers don't agree between EMC & Chase							\$	168.21	
10/1/2009	\$	1,457.41	\$	142.20	\$	1,457.41	\$	142.59	Numbers don't agree between EMC & Chase							\$	168.16	
11/1/2009	\$	1,457.02	\$	142.59	\$	1,457.02	\$	142.98	Numbers don't agree between EMC & Chase							\$	168.12	
12/1/2009	\$	1,456.64	\$	142.98	\$	1,456.64	\$	143.36	Numbers don't agree between EMC & Chase							\$	168.07	
1/1/2010	\$	1,456.25	\$	143.36	\$	1,456.25	\$	143.75	Numbers don't agree between EMC & Chase							\$	168.03	
2/1/2010	\$	1,455.86	\$	143.75	\$	1,455.86	\$	44.14	Numbers don't agree between EMC & Chase							\$	167.98	
3/1/2010	\$	1,119.80	\$	44.14	\$	1,119.80	\$	80.20	Numbers don't agree between EMC & Chase							\$	167.97	
4/1/2010	\$	1,119.63	\$	80.20	\$	1,119.63	\$	80.37	Numbers don't agree between EMC & Chase							\$	167.94	
5/1/2010	\$	1,119.47	\$	80.37	\$	1,119.47	\$	80.53	Numbers don't agree between EMC & Chase							\$	167.92	
6/1/2010	\$	1,119.30	\$	80.53	\$	1,119.30	\$	80.70	Numbers don't agree between EMC & Chase							\$	167.90	
7/1/2010	\$	1,119.13	\$	80.70				1280.87								\$	167.87	\$
8/1/2010	\$	1,119.13	\$	80.87				\$ 1,287.87								\$	167.87	\$
9/1/2010	\$	1,287.00						\$ 1,200.00	Payment was not late							\$	111.46	
10/1/2010	NO RECORDS		NO RECORDS		NO RECORDS		NO RECORDS		NO RECORDS		NO RECORDS		NO RECORDS		NO RECORDS		\$ 111.46	
11/1/2010								\$ 1,200.00	\$ 111.46	\$ 3,738.46						\$ 1,200.00		
12/1/2010								\$ 111.46			\$ 87.00	\$ 65.00				\$ 87.00		
1/1/2011								\$ 111.46			\$ 9.00					\$ 9.00		
2/1/2011										\$ 9.00						\$ 9.00		
3/1/2011								\$ 1,200.00		\$ 9.00						\$ 9.00		
4/1/2011										\$ 28.00								
5/1/2011																		
6/1/2011																		
7/1/2011																		
8/1/2011																		
9/1/2011																		
10/1/2011										\$ 14.00								
11/1/2011								\$ 3,240.27										
12/1/2011										\$ 28.00	\$ 300.00		\$ 252.50		\$ 562.50			
1/1/2012																		
2/1/2012										\$ 42.00	\$ 60.00							
3/1/2012										\$ 14.00								
4/1/2012										\$ 14.00								
5/1/2012										\$ 14.00								
6/1/2012										\$ 14.00								
7/1/2012										\$ 14.00								
8/1/2012										\$ 14.00								
9/1/2012										\$ 14.00								
10/1/2012										\$ 14.00								
11/1/2012								\$ 3,971.25		\$ 14.00								

PAYMENT ANALYSIS FOR BELLE CHASE MORTGAGE

	Principal Paid	Interest Paid according to Chase	Principal Paid according to Chase	Late Charges	Taxes	Corporate Advance	Property Preservation	Statutory Expenses	Misc F/C & B/R expenses	Attorney Advances	New Principal	Esc Ad Re
12/1/2012							\$ 14.00					
1/1/2013							\$ 14.00					
2/1/2013							\$ 14.00					
3/1/2013							\$ 14.00					
4/1/2013							\$ 14.00					
5/1/2013							\$ 14.00	\$ 106.00		\$ 60.00		
6/1/2013						\$ 20.00	\$ 14.00					
7/1/2013						\$ 20.00		\$ 561.00	\$ 78.00	\$ 472.50		
8/1/2013									\$ 70.80			
9/1/2013								\$ 95.00				
10/1/2013												
11/1/2013												
12/1/2013					\$ 4,069.83						\$18,028.99	

ROA326

DEC082015

ORIGINAL

STATE OF SOUTH CAROLINA

IN THE COURT OF COMMON PLEAS

COUNTY OF LEXINGTON

Case No. 2013-CP-32-01709

The Bank of New York Mellon, f/k/a The Bank of New York as successor-in-Interest to JPMorgan Chase Bank, N.A. as successor-in-interest by merger to Bank One, N.A. as Trustee for Structured Asset Mortgage Investments Inc., Mortgage Pass-Through Certificates, Series 2002-AR4,

Plaintiff,

vs.

Cathy G. Lanier; Branch Banking and Trust Company; Regions Bank,

Defendants.

BETH A. CAVE
CLERK OF COURT
LEXINGTON, SC

2015 OCT 28 PM 1:29

MEMORANDUM IN SUPPORT OF PLAINTIFF'S MOTION FOR SUMMARY JUDGMENT AND IN OPPOSITION TO DEFENDANT'S MOTION FOR SUMMARY JUDGMENT

Plaintiff, The Bank of New York Mellon, f/k/a The Bank of New York as successor-in-Interest to JPMorgan Chase Bank, N.A. as successor-in-interest by merger to Bank One, N.A. as Trustee for Structured Asset Mortgage Investments Inc., Mortgage Pass-Through Certificates, Series 2002-AR4 ("Plaintiff"), by and through its undersigned attorney, hereby submits this Memorandum in support of its Motion for Summary Judgment filed on October 19, 2015, and in opposition to Defendant's Motion for Summary Judgment filed on August 28, 2015.

For over a year and a half, the only two remaining contested issues in the case have been the amount of the debt and whether Plaintiff has standing to bring this foreclosure action. In support of her Motion and in response to Plaintiff's Motion, Defendant has not offered any admissible evidence that demonstrates a disputed material fact. Plaintiff is the real party in interest and it has standing to bring the foreclosure action. The loan is in default, and Defendant

has produced no evidence to dispute Plaintiff's accounting. Plaintiff is not in violation of Administrative Order 2011-05-02-01, in seeking an order of summary judgment in its favor. As a result, Plaintiff is entitled to an order of foreclosure and judgment against Defendant for any deficiency that remains after the sale of the property.

ARGUMENT

1. Plaintiff has standing to pursue this foreclosure, and is the real party in interest.

Defendant has repeatedly argued to the Court without success that Plaintiff does not have standing to pursue this foreclosure. The indisputable facts clearly demonstrate that Plaintiff is the real party in interest and is entitled to enforce the terms of the Note. The Note is endorsed to Bank One National Association as Trustee by the original lender, Southstar Funding, LLC d/b/a Capital Home Mortgage. (Devine Aff. ¶¶ 4-5, Exhs. A-B.) Thereafter, JPMorgan Chase Bank, N.A. successor by merger to Bank One, National Association as Trustee, took possession of the Note and endorsed the Note to Plaintiff. (*Id.* ¶ 6, Exh. C.) Plaintiff, through its attorneys, has physical possession of the original Note and has presented it to Defendant for her inspection.¹ (*Id.* ¶ 12.)

The indisputable facts further demonstrate that Plaintiff is the current holder of the Mortgage and entitled to foreclose. The public records show that Defendant gave a mortgage to Mortgage Electronic Registration Systems, Inc. ("MERS"), as nominee for Southstar Funding, LLC d/b/a Capital Home Mortgage, which was recorded on August 12, 2002, in the Lexington County Register of Deeds. (*Id.* ¶ 7, Exh. D.) The Mortgage was then assigned to JPMorgan Chase Bank, National Association by assignment recorded on March 29, 2012. (*Id.* ¶ 8, Exh. E.)

¹ Defendant claims that Plaintiff's counsel did not have possession of the original note and mortgage when the Complaint was filed based on hearsay statements from Plaintiff's prior counsel and the fact that the Complaint did not include copies of the note and mortgage as exhibits. (Lanier Aff. ¶ 5.) There is no requirement that Plaintiff's counsel ever take possession of the original note and mortgage, and no requirement that the Complaint have copies of the note and mortgage attached. In fact, this Court has already held that Plaintiff stated sufficient facts in its Complaint to state a claim for foreclosure. (See Order Denying Defendant Cathy G. Lanier's Motion to Dismiss and Granting Motion to Strike and Motion for Order of Reference, filed on January 7, 2014.)

JPMorgan Chase Bank, N.A., then assigned the Mortgage to Plaintiff by assignment recorded on May 15, 2013. (*Id.* ¶ 9, Exh. F.) Plaintiff, through its attorneys, has physical possession of the original Mortgage and has presented it to Defendant for her inspection. (*Id.* ¶ 12.)

Despite the proven facts above, Defendant alleges that Plaintiff does not have standing to bring this foreclosure action based on a variety of theories. She argues that Plaintiff is not the real party in interest for the foreclosure because the loan is being serviced by JPMorgan Chase Bank, N.A. ("Chase"). (See Def. Mem. in Support of Motion for Summ. Judg., at pp. 6-8; Return to Pltff. Motion for Summ. Judg. at pp. 2-3.) As set forth in the Affidavit of Joseph G. Devine, Jr., Chase is the servicer and attorney in fact for Plaintiff, and as servicer, Chase collects payments from borrowers and maintains information concerning the loans it services. (Devine Aff. ¶¶ 2-3.) Thus, much of the information relevant to this case has been produced from Chase's business records, and Mr. Devine, as an employee of Chase, is the appropriate person to offer testimony concerning payment records, assignments, and the amount due on the debt. The fact that Plaintiff utilizes a servicer to manage the loans it owns has nothing to do with its ability to enforce the security for those loans. Plaintiff, as the holder of the Note and Mortgage, has the right to collect the debt.

Defendant also argues that Plaintiff does not have standing to enforce the Mortgage because the Assignment of Mortgage was not recorded within thirty days after the transfer of the Note. However, South Carolina law does not even require assignments of mortgages to be recorded to show proof of ownership. *In re Woodberry*, 383 B.R. 373, 377 (Bankr. D.S.C. 2008) (quoting *Cook*, 110 S.C. 99, 96 S.E. at 486); *BAC Home Loan Servicing, L.P. v. Kinder*, 398 S.C. 619, 623, 731 S.E.2d 547, 549 (Ct. App. 2012). Instead, to have standing to foreclose, South Carolina law requires only that an assignment of mortgage into the plaintiff be recorded before

any foreclosure complaint is filed. Because the Assignment of Mortgage into Plaintiff was recorded before the Complaint in this action was filed, Defendant's argument has no merit.

Defendant also argues that Plaintiff does not have standing because its trust documents do not authorize it to bring a foreclosure. Even if this were true, which it is not, Defendant has not offered any *admissible* evidence of any trust document that contains such a prohibition. Under Rule 56, materials used to refute a motion for summary judgment must be those which would be admissible in evidence. Rule 56(e), SCRPC; *see Hall v. Fedor*, 349 S.C. 169, 175, 591 S.E.2d 654, 657 (Ct. App. 2002). "A genuine issue of fact . . . can only be created by evidence which would be admissible at trial." *Hansen v. DIIL Labs, Inc.*, 316 S.C. 505, 510, 450 S.E.2d 624, 627 (Ct. App. 1994), *aff'd*, 319 S.C. 79, 549 S.E.2d 850 (1995). Defendant's memoranda and affidavits are replete with hearsay and testimony that could not be possibly be within the personal knowledge of the affiants, which is required by Rule 56(e), SCRPC. (*See, e.g., Lanier Aff.* ¶ 7, discussing the validity and timing of signatures on documents to which she was not a signatory); *McCaffrey Aff.* at pp. 3-4 (discussing documents apparently used in Mr. McCaffrey's "research.") Simply, there is no evidence whatsoever that Plaintiff does not have authority to bring this foreclosure action, or that there is any agreement to which Defendant is a party that limits Plaintiff's rights in this regard. Instead, Plaintiff is the record holder of the Note and Mortgage, and has possession of the original loan documents. As a result, Plaintiff is entitled to an order finding that it has standing to bring this foreclosure action.

2. Defendant has not produced any admissible evidence to dispute the amount of the Debt.

Defendant alleges that Plaintiff has failed to prove the amount of the debt because it has not produced adequate payment histories. (Def. Return at pp. 6-9.) In support of her position, Defendant filed an affidavit from herself and an affidavit from a CPA, Michael L. Williams.²

First, Defendant claims that Plaintiff is not entitled to foreclose because Plaintiff has not produced itemized payment history records for 2002 to 2005. However, Plaintiff's records date back to 2002 when the loan was originated, and show the amounts due by year, and the total payments received. (Devine Aff. at Exh., G.) These records demonstrate the amount received on the loan for each year, and based on the payment records maintained by Chase, the amount due on the loan through September 22, 2015, is \$637,127.12. (*Id.* at Exh. H.) The fact that Plaintiff has not produced an itemized payment history is not dispositive as to whether or not the claimed amount of the debt is accurate or not. Instead, Plaintiff submitted Mr. Devine's affidavit which testifies as to the amount due on the loan based on payment records maintained for over 13 years. The Plaintiff has the initial burden of pointing to the absence of genuine issue of material fact, but then the burden shifts to Defendant, as the nonmoving party, to come forward with facts sufficient to create triable issues of fact. *Anderson v. Liberty Lobby, Inc.*, 477 U.S. 242, 247-48 (1986).

Here, Defendant has failed to provide a single payment record to rebut Plaintiff's calculation of the amount of the debt. In her Affidavit, she claims that she was told by someone at EMC that the balance was zero in 2010 and that she stopped making payments. (Lanier Aff. ¶ 3.) She also claims that she made "large amounts of principlc[sic] toward the subject loan" in the early years of the loan, which are not reflected in Plaintiff's payment histories. (Def. Mem.

² Defendant has never identified Mr. Williams as a witness. In her Interrogatory Answers, she identified only herself, William McCaffrey, and Medina Dzaferovic. A true copy of Defendant's Interrogatory Answers are attached hereto as Exhibit I.

in Support of Summary Judgment at pp. 2-3.) However, Defendant's statements directly contradict her sworn statement in her Bankruptcy schedules that over \$500,000 was owed in 2011. In schedules filed in her Chapter 13 Bankruptcy, Case No. 11-06936-jw, Defendant stated that the amount due on the loan was \$557,051.22 as of November 8, 2011.³ (See Exhibit 2, a true copy of the Voluntary Petition and Schedules filed by Debtor, at Schedule D.) Defendant's Voluntary Petition and Schedule were signed under penalty of perjury. (*Id.* at p. 3.) Defendant never identified any claim or defense related to the Debt in her Schedules, which Debtors are required to do. *USinternetworking, Inc. v. General Growth Management (In re USinternetworking, Inc.)*, 310 B.R. 274, 282 (Bankr. D. Md. 2004) (quoting *Browning Mfg. v. Mims (In re Coastal Plains, Inc.)*, 179 F.3d 197, 207-08 (5th Cir. 1999)). Defendant cannot claim that the balance on her loan is zero without disputing her own sworn testimony that the balance was over \$500,000, a year after she claims she stopped making payments. She cannot create a material issue of fact by citing conflicting versions of her own statements. *Rohrough v. Wyeth Labs., Inc.*, 916 F.2d 970, 975 (4th Cir. 1990) (quoting *Barwick v. Celotex Corp.*, 736 F.2d 946, 960 (4th Cir. 1984) ("A genuine issue of material fact is not created where the only issue of fact is to determine which of the two conflicting versions of the plaintiff's testimony is correct."))

Additionally, Plaintiff has produced itemized payment records for the loan from November 2011, forward, but Defendant has not offered any evidence at all that those records or the amounts claimed due since that time are incorrect or incomplete. She has not produced a single document reflecting any payment from her other than a summary document purporting to be "from Lanier Records." None of the "records" are attached to Defendant's affidavit and none of them have been produced. Instead, Defendant expects the Court to take her word for what her records show, which is simply hearsay and inadmissible. See Rule 801(c), SCRE; *Deep Keel*,

³ It is worth noting as well that Plaintiff filed an Objection to Defendant's Chapter 13 Plan, further confirming that Defendant has been on notice that Plaintiff is the real party in interest. Defendant did not contest Plaintiff's right to treatment under the plan in her Bankruptcy Case, however, the Case was dismissed.

LLV v. Atlantic Private Equity Group, LLC, 413 S.C. 58, 70-71, 773 S.E.2d 607, 613 (Ct. App. 2015). Further, her CPA's testimony is not based on personal knowledge or a review of the documents Defendant claims support her position. (See Williams Aff. ¶ 6 (acknowledging that his conclusions are not based on any cancelled checks or other documents provided by Lanier other than a summary she prepared).)

Because Defendant has not offered any reliable or admissible evidence to rebut Plaintiff's proof of the amount owed on the debt, Plaintiff is entitled to judgment in its favor against Defendant in the amount of \$637,127.12 as of September 22, 2015. (Devine Aff. ¶ 14, Exh. II.)

3. Plaintiff is not in violation of the Supreme Court's Administrative Orders.

Defendant argues that Plaintiff is in violation of Administrative Order 2011-05-02-01 ("2011 Administrative Order"), which requires counsel for a foreclosing mortgagee to serve a mortgagor with a notice of the right to foreclosure intervention. She also argues that Plaintiff failed to comply with Administrative Order 2009-05-02, which required that for all actions filed after May 4, 2009, the foreclosure complaint must state whether or not the Home Affordable Modification Program ("HMP") was applicable to the action, and whether or not the process had been completed. However, Plaintiff has complied with both administrative orders.

The Complaint in this action was filed on May 17, 2013, and included a statement that the Plaintiff's Servicing Agent (Chase) was participating in HMP, but that Defendant had failed to provide all necessary documents after those documents had been requested. (Complt. ¶ 4.) Defendant was served with a Notice of Foreclosure Intervention filed May 17, 2013, but she never provided the required financial documents necessary to be considered for a loan modification or other foreclosure intervention. Instead, Defendant informed Plaintiff's counsel by letter dated August 28, 2013, that she did not intend to apply for foreclosure intervention at this time. Plaintiff filed a Certification of Counsel on October 13, 2013, confirming that the

Foreclosure intervention process had been completed based on the Defendant's response. Copies of the Notice of Foreclosure Intervention, Defendant's response, and the Certification of Compliance are attached collectively as Exhibit 3.

In the summer of 2015, the parties engaged in settlement discussions to resolve the loan. As part of those settlement discussions, Plaintiff offered Defendant the opportunity to apply for a modification of the loan, which she had previously declined to do. She requested an extension of time to provide the documents necessary to be considered for a modification. To date, Defendant has not provided any documents to Chase to be considered for a loan modification, and there is no active or pending review.

The 2011 Administrative Order provides that no foreclosure hearing may be held until the certification has been made by Plaintiff's counsel that the foreclosure intervention process is complete. Here, Defendant has never provided any documents to be considered for foreclosure intervention, and she is not entitled to further delay, much less an order of dismissal of this case based on a stated intent to provide documents at some point in the future. Even if she were to provide documents, the 2011 Administrative Order merely prevents a final hearing on the merits setting the property for sale, and would not affect the ability of the Court to grant summary judgment as to the amount of the debt and the standing of Plaintiff.

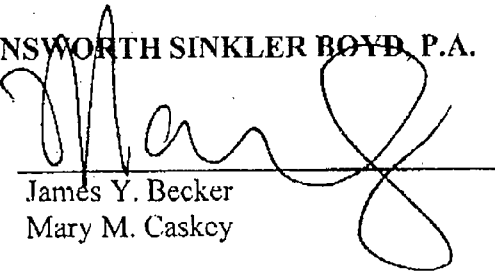
CONCLUSION

This case has been pending since May 17, 2013. Defendant's counterclaims were dismissed on January 17, 2014, and the only two remaining contested issues in the case since that time have been the amount of the debt and whether Plaintiff has standing to bring this foreclosure action. Despite the length of the case, Defendant has failed to produce any evidence that rebuts the proof offered by Plaintiff that it has standing to pursue this foreclosure, that the loan is in default, and that the amount of the debt is correct. Based on the foregoing, Plaintiff

requests that the Court deny Defendant's Motion, grant Plaintiff's Motion and enter judgment in its favor, and grant such other and further relief as may be just and proper.

HAYNSWORTH SINKLER BOYD, P.A.

By:


James Y. Becker
Mary M. Caskey

1201 Main Street, Suite 2200
Post Office Drawer 11889 (29211-1889)
Columbia, South Carolina 29201
(803) 779.3080 Tel
Attorneys for Plaintiff

October 28, 2015

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LEXINGTON, SC

2015 OCT 28 PM 1:29

STATE OF SOUTH CAROLINA)

COUNTY OF LEXINGTON)

The Bank of New York Mellon, f/k/a)
 The Bank of New York as successor-in-)
 Interest to JPMorgan Chase Bank, N.A.)
 As successor-in-interest by merger to)
 Bank One, N.A. as Trustee for Structured)
 Asset Mortgage Investments Inc.,)
 Mortgage Pass-Through Certificates,)
 Series 2002-AR4,)

Plaintiff,)

Vs.)

Cathy G. Lanier; Branch Banking and)
 Trust Company; Regions Bank,)

Defendant.)

IN THE COURT OF COMMON PLEAS
 11TH JUDICIAL CIRCUIT

CASE NO.: 2013-CP-32-01709

DEFENDANT'S AMENDED
 RESPONSE TO
 INTERROGATORIES

COPY

Defendant Cathy G. Lanier, upon information and belief, avers this inquiry by Plaintiff is premature, in that there has been no discovery period, and there is still the outstanding issue that this Court may not have jurisdiction to rule on any issues because of Plaintiff's failure to prove standing. However, Defendant provides the following incomplete response to Plaintiff's Interrogatories, and has used the same numbering scheme contained in Plaintiff's document. Additionally, this document refers to Exhibits in the Exhibit package prepared for Defendant's Response to Production. To conserve paper, Defendant has labeled Exhibits in this document to match those in the Production Exhibit package:

1. Identify all persons known to you to be witnesses concerning the facts of this case and provide a copy of any written or recorded statement taken from each witness or, if no such statements have been written or recorded, set forth a summary sufficient to inform Plaintiff



of the important facts known to or observed by each such witness. Identify any document that supports this answer.

RESPONSE: At this time, the following persons will be called upon as witnesses concerning the facts of this case. A brief summary of the facts to which they might testify is included.

Cathy G. Lanier: Ms. Lanier will testify to the facts surrounding the origination of the subject of this action, as well as her history of receiving notice of any changes impacting the terms and conditions of any note or mortgage involved. She will also attest to the research she has performed using Lexington County's Registrar of Deeds and other such sources indicating wrongdoing on the part of Plaintiff in asserting claims for which they have no standing or authority to enforce.

William McCaffrey: Mr. McCaffrey is an expert witness with over 30 years in banking and securities, and has been certified as such in courts across the nation, including South Carolina. He has utilized his industry resources to locate and provide information concerning Plaintiff's standing or lack thereof, as well as the status of the subject of this action and is available to testify telephonically or in person at any hearing or trial concerning this matter. Documents that will be used to support his opinion include but are not limited to:

- Expert Declaration of William McCaffrey (Exhibit C)
- Securitization Flow Chart (Back page of Exhibit C affidavit)
- Structured Asset Mortgage Investments, Inc. Mortgage Pass-Through Certificates Series 2002-AR4 Trust Prospectus Supplement (Mr. McCaffrey's Exhibit A)
- Loan Documents (note, mortgage, assignments) (Mr. McCaffrey's Exhibit B)
- Bank of New York Mellon Notification in re: Mortgage Pass-through Certificates, Series 2002-AR4 Trust (Exhibit D)
- Structured Asset Mortgage Investments, Inc. Mortgage Pass-Through Certificates Series 2002-AR4 Trust Foreclosure Loan Level Detail (Exhibit E)
- Structured Asset Mortgage Investments, Inc. Mortgage Pass-Through Certificates Series 2002-AR4 Trust Pooling and Servicing Agreement (Exhibit F)

Medina Dzaferovic, Bank of New York Mellon Investor Trust Representative: Ms. Dzaferovic is expected to testify as to the status of the trust related to this action, and to provide documentation indicating that Plaintiff has no authority to enforce the collection rights of the subject of this matter.

Defendant reserves the right to call upon additional witnesses as they may be identified during the case's normal progression. Defendant assumes it may be necessary to call upon the Plaintiff's bank examiner and/or officials in a capacity with the Securities and Exchange Commission to testify as to the wrongdoing by Plaintiff in their actions leading up to this matter. Defendant reserves the right to add to this list as discovery progresses and is completed.

2. Identify any expert witness whom you propose to use as a witness at the trial of this case and provide a summary of the expert's opinion sufficient to inform Plaintiff of the basis for the expert's opinion and sufficient to inform Plaintiff of the substance of the expert's expected testimony. Identify any document that supports this answer.

RESPONSE: As illustrated in Item 1, Defendant will call upon William McCaffrey to testify as to his first-hand knowledge gained as a result of researching the genealogy of the subject of this action. For a summary of his opinion, please see his affidavit and exhibits, attached here as Exhibit C. Mr. McCaffrey has produced the documents listed under his name in Item 1 to support his position. Defendant reserves the right to add to this list as discovery progresses and is completed. Ms. Dzaferovic may be subpoenaed as an expert witness as well.

3. Identify and describe all evidence, including but not limited to, documents and potential witness testimony you contend would substantiate, support, or corroborate any and all claims made in Lanier's responses to Plaintiff's Complaint, amended or otherwise, filed in this case. Identify any document that supports this answer.

RESPONSE: Defendant will provide the documents produced by her expert witness, Mr.

McCaffrey as listed above as evidence of the fraud, filing of false documents and illegality of

Plaintiff's attempt to enforce a foreclosure in this matter, as well as other infractions of law.

Defendant reserves the right to add to this list as discovery progresses and is completed.

4. Identify and describe all evidence, including but not limited to, documents and potential witness testimony you contend would substantiate, support or corroborate the allegation that the Bank of New York Mellon lacks standing to bring the foreclosure action. Identify any document that supports this answer.

RESPONSE: This question is substantially the same as previous items, and all named evidence, documents, etc. apply. Defendant reserves the right to add to this list as discovery progresses and is completed.

5. Identify and describe all evidence, including but not limited to, documents and potential witness testimony you contend would substantiate, support or corroborate the allegation that the Assignments in this case are invalid. Identify any document that supports this answer.

RESPONSE: This question is substantially the same as previous items, and all named evidence, documents, etc. apply. Defendant reserves the right to add to this list as discovery progresses and is completed.

6. Identify and describe all evidence, including but not limited to, documents and potential witness testimony you contend would substantiate, support or corroborate the allegation that the amount owed on the Loan is incorrect. Identify any document that supports this answer.

RESPONSE: Further research by Defendant's expert witness has revealed that the trust referenced in the caption has been degraded and potentially charged off completely. That would indicate that there is no remaining balance on the subject of this action, or potentially a credit balance exists due to the large amounts of interest paid by Defendant while Defendant was enticed into paying an

entity with no claim to payments in this matter. Also, the loan level detail reports a substantially lower ending balance on the subject loan than was reported in Plaintiff's claim. Defendant states that Plaintiff has not complied with audit requirements by law that requires first-hand testimony, explanation and accounting ledgers to support any claimed amount owed. Defendant reserves the right to add to this list as discovery progresses and is completed.

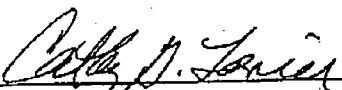
7. Identify the last date on which you contend you made a payment towards the Loan, identify the payment amount, the bank on which payment was drawn, and how payments were made (check, electronically, etc.). Identify any document that supports this answer.

RESPONSE: Defendant can find no payments made to Plaintiff in this case, however she has supplied, in Exhibit K, redacted, a page from an online bank statement showing several payments made to a different entity (EMC Mortgage), for which no audit trail exists on behalf of this property address. It appears the final payment was made on September 10, 2010 for an amount of \$1,200.00. This was paid electronically from Regions Bank. Defendant reserves the right to add to this list in the event additional documentation can be located.

8. Identify any document that you intend to introduce as exhibits or evidence at trial.

RESPONSE: At a minimum, documents listed in all other items in this document will be introduced as exhibits or evidence at trial. Defendant reserves the right to add to this list as discovery progresses and is completed.

Respectfully submitted,


CATHY G. LANIER, Pro Se

Cathy G. Lanier
172 Belle Chase Drive
Lexington, SC 29072
803-315-3636

803-359-7031 (fax)

John J. Johnson

Pro Se

Lexington, SC
April 16, 2014

STATE OF SOUTH CAROLINA)

COUNTY OF LEXINGTON)

The Bank of New York Mellon, f/k/a)
Interest to JPMorgan Chase Bank, N.A.)
As successor-in-interest by merger to)
Bank One, N.A. as Trustee for Structured)
Asset Mortgage Investments Inc.,)
Mortgage Pass-Through Certificates,)
Series 2002-AR4,)

Plaintiff,)

Vs.)

Cathy G. Lanier; Branch Banking and)
Trust Company; Regions Bank,)

Defendant.)

IN THE COURT OF COMMON PLEAS
11TH JUDICIAL CIRCUIT

CASE NO.: 2013-CP-32-01709

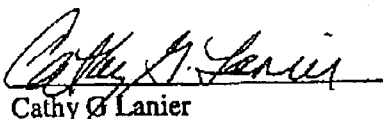
DEFENDANT'S AMENDED
RESPONSE TO
INTERROGATORIES

CERTIFICATE OF SERVICE

On or about the date below, Defendant served upon the following the above-referenced document by US Mail:

Haynsworth Sinkler Boyd, P.A.
PO Box 11889
Columbia, SC 29211
Attn: Mary M. Caskey, Attorney

Respectfully Submitted,



Cathy G. Lanier
172 Belle Chase Drive
Lexington, SC 29072
Pro Se Defendant

Lexington, SC
April 16, 2014

UNITED STATES BANKRUPTCY COURT

District of South Carolina

VOLUNTARY PETITION

Name of Debtor (if individual, enter Last, First, Middle): Lanier, Cathy G	Name of Joint Debtor (Spouse) (Last, First, Middle): Lanier, Randy D
All Other Names used by the Debtor in the last 8 years (include married, maiden, and trade names):	All Other Names used by the Joint Debtor in the last 8 years (include married, maiden, and trade names):
Last four digits of Soc. Sec. or Individual-Taxpayer I.D. (ITIN)/Complete EIN (if more than one, state all): 5322	Last four digits of Soc. Sec. or Individual-Taxpayer I.D. (ITIN)/Complete EIN (if more than one, state all): 5092
Street Address of Debtor (No. and Street, City, and State): 172 Belle Chase Drive, Lexington, SC ZIP CODE 29072	Street Address of Joint Debtor (No. and Street, City, and State): 172 Belle Chase Drive ZIP CODE 29072
County of Residence or of the Principal Place of Business: Lexington	County of Residence or of the Principal Place of Business: Lexington
Mailing Address of Debtor (if different from street address): ZIP CODE	Mailing Address of Joint Debtor (if different from street address): ZIP CODE
Location of Principal Assets of Business Debtor (if different from street address above): ZIP CODE	

Type of Debtor (Form of Organization) (Check one box.) ☒ Individual (includes Joint Debtors) <i>See Exhibit D on page 2 of this form.</i> ☐ Corporation (includes LLC and LLP) ☐ Partnership ☐ Other (If debtor is not one of the above entities, check this box and state type of entity below.)	Nature of Business (Check one box.) ☐ Health Care Business ☐ Single Asset Real Estate as defined in 11 U.S.C. § 101(51B) ☐ Railroad ☐ Stockbroker ☐ Commodity Broker ☐ Clearing Bank ☐ Other Tax-Exempt Entity (Check box, if applicable.) ☐ Debtor is a tax-exempt organization under Title 26 of the United States Code (the Internal Revenue Code).	Chapter of Bankruptcy Code Under Which the Petition is Filed (Check one box.) ☐ Chapter 7 ☐ Chapter 9 ☐ Chapter 11 ☒ Chapter 12 ☐ Chapter 13 ☐ Chapter 15 Petition for Recognition of a Foreign Main Proceeding ☐ Chapter 15 Petition for Recognition of a Foreign Nonmain Proceeding Nature of Debts (Check one box.) ☒ Debts are primarily consumer debts, defined in 11 U.S.C. § 101(8) as "incurred by an individual primarily for a personal, family, or household purpose." ☐ Debts are primarily business debts.

Filing Fee (Check one box.) ☒ Full Filing Fee attached. ☐ Filing Fee to be paid in installments (applicable to individuals only). Must attach signed application for the court's consideration certifying that the debtor is unable to pay fee except in installments. Rule 1006(b). See Official Form 3A. ☐ Filing Fee waiver requested (applicable to chapter 7 individuals only). Must attach signed application for the court's consideration. See Official Form 3B.	Chapter 11 Debtors Check one box: ☐ Debtor is a small business debtor as defined in 11 U.S.C. § 101(51D). ☐ Debtor is not a small business debtor as defined in 11 U.S.C. § 101(51D). Check if: ☐ Debtor's aggregate noncontingent liquidated debts (excluding debts owed to insiders or affiliates) are less than \$2,343,300 (amount subject to adjustment on 4/01/13 and every three years thereafter). Check all applicable boxes: ☐ A plan is being filed with this petition. ☐ Acceptances of the plan were solicited prepetition from one or more classes of creditors, in accordance with 11 U.S.C. § 1126(b).

Statistical/Administrative Information ☐ Debtor estimates that funds will be available for distribution to unsecured creditors. ☒ Debtor estimates that, after any exempt property is excluded and administrative expenses paid, there will be no funds available for distribution to unsecured creditors.										
Estimated Number of Creditors ☒ 1-49 ☐ 50-99 ☐ 100-199 ☐ 200-999 ☐ 1,000-5,000 ☐ 5,001-10,000 ☐ 10,001-25,000 ☐ 25,001-50,000 ☐ 50,001-100,000 ☐ Over 100,000										
Estimated Assets ☐ \$0 to \$50,000 ☐ \$50,001 to \$100,000 ☐ \$100,001 to \$500,000 ☐ \$500,001 to \$1 million ☒ \$1,000,001 to \$10 million ☐ \$10,000,001 to \$50 million ☐ \$50,000,001 to \$100 million ☐ \$100,000,001 to \$500 million ☐ \$500,000,001 to \$1 billion ☐ More than \$1 billion										
Estimated Liabilities ☐ \$0 to \$50,000 ☐ \$50,001 to \$100,000 ☐ \$100,001 to \$500,000 ☐ \$500,001 to \$1 million ☒ \$1,000,001 to \$10 million ☐ \$10,000,001 to \$50 million ☐ \$50,000,001 to \$100 million ☐ \$100,000,001 to \$500 million ☐ \$500,000,001 to \$1 billion ☐ More than \$1 billion										

THIS SPACE IS FOR COURT USE ONLY

NOV - 8 AM 9:35

EXHIBIT

2

Voluntary Petition (This page must be completed and filed in every case.)		Document		Page of Debtor(s): Cathy G Lanier	
All Prior Bankruptcy Cases Filed Within Last 8 Years (If more than two, attach additional sheet.)					
Location Where Filed: Columbia, SC		Case Number: 11-06828-dd		Date Filed: 11/03/2011	
Location Where Filed: NA		Case Number:		Date Filed:	
Pending Bankruptcy Case Filed by any Spouse, Partner, or Affiliate of this Debtor (If more than one, attach additional sheet.)					
Name of Debtor: NA		Case Number:		Date Filed:	
District: District of South Carolina		Relationship:		Judge:	
Exhibit A (To be completed if debtor is required to file periodic reports (e.g., forms 10K and 10Q) with the Securities and Exchange Commission pursuant to Section 13 or 15(d) of the Securities Exchange Act of 1934 and is requesting relief under chapter 11.)			Exhibit B (To be completed if debtor is an individual whose debts are primarily consumer debts.) I, the attorney for the petitioner named in the foregoing petition, declare that I have informed the petitioner that [he or she] may proceed under chapter 7, 11, 12, or 13 of title 11, United States Code, and have explained the relief available under each such chapter. I further certify that I have delivered to the debtor the notice required by 11 U.S.C. § 342(b).		
☐ Exhibit A is attached and made a part of this petition.			☒ Signature of Attorney for Debtor(s) (Date)		
Exhibit C Does the debtor own or have possession of any property that poses or is alleged to pose a threat of imminent and identifiable harm to public health or safety?					
☐ Yes, and Exhibit C is attached and made a part of this petition.					
☒ No.					
Exhibit D (To be completed by every individual debtor. If a joint petition is filed, each spouse must complete and attach a separate Exhibit D.)					
☒ Exhibit D completed and signed by the debtor is attached and made a part of this petition.					
If this is a joint petition:					
☒ Exhibit D also completed and signed by the joint debtor is attached and made a part of this petition.					
Information Regarding the Debtor - Venue (Check any applicable box.)					
☒ Debtor has been domiciled or has had a residence, principal place of business, or principal assets in this District for 180 days immediately preceding the date of this petition or for a longer part of such 180 days than in any other District.					
☐ There is a bankruptcy case concerning debtor's affiliate, general partner, or partnership pending in this District.					
☐ Debtor is a debtor in a foreign proceeding and has its principal place of business or principal assets in the United States in this District, or has no principal place of business or assets in the United States but is a defendant in an action or proceeding [in a federal or state court] in this District, or the interests of the parties will be served in regard to the relief sought in this District.					
Certification by a Debtor Who Resides as a Tenant of Residential Property (Check all applicable boxes.)					
☐ Landlord has a judgment against the debtor for possession of debtor's residence. (If box checked, complete the following.)					
(Name of landlord that obtained judgment)					
(Address of landlord)					
☐ Debtor claims that under applicable nonbankruptcy law, there are circumstances under which the debtor would be permitted to cure the entire monetary default that gave rise to the judgment for possession, after the judgment for possession was entered, and					
☐ Debtor has included with this petition the deposit with the court of any rent that would become due during the 30-day period after the filing of the petition.					
☐ Debtor certifies that he/she has served the Landlord with this certification. (11 U.S.C. § 362(l)).					

Voluntary Petition

(This page must be completed and filed in every case.)

Name of Debtor(s):

Cathy G Lanier

Signatures**Signature(s) of Debtor(s) (Individual/Joint)**

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

[If petitioner is an individual whose debts are primarily consumer debts and has chosen to file under chapter 7] I am aware that I may proceed under chapter 7, 11, 12 or 13 of title 11, United States Code, understand the relief available under each such chapter, and choose to proceed under chapter 7.

[If no attorney represents me and no bankruptcy petition preparer signs the petition] I have obtained and read the notice required by 11 U.S.C. § 342(b).

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

X

Signature of Debtor

X

Signature of Joint Debtor

8033153636

Telephone Number (if not represented by attorney)

11/08/2011

Date

Signature of Attorney*

X

Signature of Attorney for Debtor(s)

Printed Name of Attorney for Debtor(s)

Firm Name

Address

Telephone Number

Date

*In a case in which § 707(b)(4)(D) applies, this signature also constitutes a certification that the attorney has no knowledge after an inquiry that the information in the schedules is incorrect.

Signature of Debtor (Corporation/Partnership)

I declare under penalty of perjury that the information provided in this petition is true and correct, and that I have been authorized to file this petition on behalf of the debtor.

The debtor requests the relief in accordance with the chapter of title 11, United States Code, specified in this petition.

X

Signature of Authorized Individual

Printed Name of Authorized Individual

Title of Authorized Individual

Date

Signature of a Foreign Representative

I declare under penalty of perjury that the information provided in this petition is true and correct, that I am the foreign representative of a debtor in a foreign proceeding, and that I am authorized to file this petition.

(Check only one box.)

☐ I request relief in accordance with chapter 15 of title 11, United States Code. Certified copies of the documents required by 11 U.S.C. § 1515 are attached.

☐ Pursuant to 11 U.S.C. § 1511, I request relief in accordance with the chapter of title 11 specified in this petition. A certified copy of the order granting recognition of the foreign main proceeding is attached.

X

(Signature of Foreign Representative)

(Printed Name of Foreign Representative)

Date

Signature of Non-Attorney Bankruptcy Petition Preparer

I declare under penalty of perjury that: (1) I am a bankruptcy petition preparer as defined in 11 U.S.C. § 110; (2) I prepared this document for compensation and have provided the debtor with a copy of this document and the notices and information required under 11 U.S.C. §§ 110(b), 110(h), and 342(b); and, (3) if rules or guidelines have been promulgated pursuant to 11 U.S.C. § 110(h) setting a maximum fee for services chargeable by bankruptcy petition preparers, I have given the debtor notice of the maximum amount before preparing any document for filing for a debtor or accepting any fee from the debtor, as required in that section. Official Form 19 is attached.

Printed Name and title, if any, of Bankruptcy Petition Preparer

Social-Security number (If the bankruptcy petition preparer is not an individual, state the Social-Security number of the officer, principal, responsible person or partner of the bankruptcy petition preparer.) (Required by 11 U.S.C. § 110.)

Address

Date

Signature of bankruptcy petition preparer or officer, principal, responsible person, or partner whose Social-Security number is provided above.

Names and Social-Security numbers of all other individuals who prepared or assisted in preparing this document unless the bankruptcy petition preparer is not an individual.

If more than one person prepared this document, attach additional sheets conforming to the appropriate official form for each person.

A bankruptcy petition preparer's failure to comply with the provisions of title 11 and the Federal Rules of Bankruptcy Procedure may result in fines or imprisonment or both. 11 U.S.C. § 110; 18 U.S.C. § 156.

B ID (Official Form 1, Exhibit D) (12/09)

UNITED STATES BANKRUPTCY COURT

District of South Carolina

In re Cathy G Lanier
DebtorCase No. _____
(if known)**EXHIBIT D - INDIVIDUAL DEBTOR'S STATEMENT OF COMPLIANCE WITH
CREDIT COUNSELING REQUIREMENT**

Warning: You must be able to check truthfully one of the five statements regarding credit counseling listed below. If you cannot do so, you are not eligible to file a bankruptcy case, and the court can dismiss any case you do file. If that happens, you will lose whatever filing fee you paid, and your creditors will be able to resume collection activities against you. If your case is dismissed and you file another bankruptcy case later, you may be required to pay a second filing fee and you may have to take extra steps to stop creditors' collection activities.

Every individual debtor must file this Exhibit D. If a joint petition is filed, each spouse must complete and file a separate Exhibit D. Check one of the five statements below and attach any documents as directed.

☒ 1. Within the 180 days before the filing of my bankruptcy case, I received a briefing from a credit counseling agency approved by the United States trustee or bankruptcy administrator that outlined the opportunities for available credit counseling and assisted me in performing a related budget analysis, and I have a certificate from the agency describing the services provided to me. *Attach a copy of the certificate and a copy of any debt repayment plan developed through the agency.*

☐ 2. Within the 180 days before the filing of my bankruptcy case, I received a briefing from a credit counseling agency approved by the United States trustee or bankruptcy administrator that outlined the opportunities for available credit counseling and assisted me in performing a related budget analysis, but I do not have a certificate from the agency describing the services provided to me. *You must file a copy of a certificate from the agency describing the services provided to you and a copy of any debt repayment plan developed through the agency no later than 14 days after your bankruptcy case is filed.*

B 1D (Official Form 1, Exh. D) (12/09) - Cont.

☐ 3. I certify that I requested credit counseling services from an approved agency but was unable to obtain the services during the seven days from the time I made my request, and the following exigent circumstances merit a temporary waiver of the credit counseling requirement so I can file my bankruptcy case now. *[Summarize exigent circumstances here.]*

If your certification is satisfactory to the court, you must still obtain the credit counseling briefing within the first 30 days after you file your bankruptcy petition and promptly file a certificate from the agency that provided the counseling, together with a copy of any debt management plan developed through the agency. Failure to fulfill these requirements may result in dismissal of your case. Any extension of the 30-day deadline can be granted only for cause and is limited to a maximum of 15 days. Your case may also be dismissed if the court is not satisfied with your reasons for filing your bankruptcy case without first receiving a credit counseling briefing.

☐ 4. I am not required to receive a credit counseling briefing because of: *[Check the applicable statement.] [Must be accompanied by a motion for determination by the court.]*

☐ Incapacity. (Defined in 11 U.S.C. § 109(h)(4) as impaired by reason of mental illness or mental deficiency so as to be incapable of realizing and making rational decisions with respect to financial responsibilities.);

☐ Disability. (Defined in 11 U.S.C. § 109(h)(4) as physically impaired to the extent of being unable, after reasonable effort, to participate in a credit counseling briefing in person, by telephone, or through the Internet.);

☐ Active military duty in a military combat zone.

☐ 5. The United States trustee or bankruptcy administrator has determined that the credit counseling requirement of 11 U.S.C. § 109(b) does not apply in this district.

I certify under penalty of perjury that the information provided above is true and correct.

Signature of Debtor: Collyer S. Frazier

Date: 11/08/11

B 1D (Official Form 1, Exhibit D) (12/09)

UNITED STATES BANKRUPTCY COURT

District of South Carolina

In re Randy D Lanier
DebtorCase No. _____
(if known)**EXHIBIT D - INDIVIDUAL DEBTOR'S STATEMENT OF COMPLIANCE WITH
CREDIT COUNSELING REQUIREMENT**

Warning: You must be able to check truthfully one of the five statements regarding credit counseling listed below. If you cannot do so, you are not eligible to file a bankruptcy case, and the court can dismiss any case you do file. If that happens, you will lose whatever filing fee you paid, and your creditors will be able to resume collection activities against you. If your case is dismissed and you file another bankruptcy case later, you may be required to pay a second filing fee and you may have to take extra steps to stop creditors' collection activities.

Every individual debtor must file this Exhibit D. If a joint petition is filed, each spouse must complete and file a separate Exhibit D. Check one of the five statements below and attach any documents as directed.

☒ 1. Within the 180 days before the filing of my bankruptcy case, I received a briefing from a credit counseling agency approved by the United States trustee or bankruptcy administrator that outlined the opportunities for available credit counseling and assisted me in performing a related budget analysis, and I have a certificate from the agency describing the services provided to me. *Attach a copy of the certificate and a copy of any debt repayment plan developed through the agency.*

☐ 2. Within the 180 days before the filing of my bankruptcy case, I received a briefing from a credit counseling agency approved by the United States trustee or bankruptcy administrator that outlined the opportunities for available credit counseling and assisted me in performing a related budget analysis, but I do not have a certificate from the agency describing the services provided to me. *You must file a copy of a certificate from the agency describing the services provided to you and a copy of any debt repayment plan developed through the agency no later than 14 days after your bankruptcy case is filed.*

B ID (Official Form 1, Exh. D) (12/09) - Cont.

☐ 3. I certify that I requested credit counseling services from an approved agency but was unable to obtain the services during the seven days from the time I made my request, and the following exigent circumstances merit a temporary waiver of the credit counseling requirement so I can file my bankruptcy case now. *[Summarize exigent circumstances here.]*

If your certification is satisfactory to the court, you must still obtain the credit counseling briefing within the first 30 days after you file your bankruptcy petition and promptly file a certificate from the agency that provided the counseling, together with a copy of any debt management plan developed through the agency. Failure to fulfill these requirements may result in dismissal of your case. Any extension of the 30-day deadline can be granted only for cause and is limited to a maximum of 15 days. Your case may also be dismissed if the court is not satisfied with your reasons for filing your bankruptcy case without first receiving a credit counseling briefing.

☐ 4. I am not required to receive a credit counseling briefing because of: *[Check the applicable statement.] [Must be accompanied by a motion for determination by the court.]*

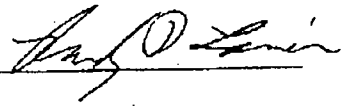
☐ Incapacity. (Defined in 11 U.S.C. § 109(h)(4) as impaired by reason of mental illness or mental deficiency so as to be incapable of realizing and making rational decisions with respect to financial responsibilities.);

☐ Disability. (Defined in 11 U.S.C. § 109(h)(4) as physically impaired to the extent of being unable, after reasonable effort, to participate in a credit counseling briefing in person, by telephone, or through the Internet.);

☐ Active military duty in a military combat zone.

☐ 5. The United States trustee or bankruptcy administrator has determined that the credit counseling requirement of 11 U.S.C. § 109(h) does not apply in this district.

I certify under penalty of perjury that the information provided above is true and correct.

Signature of Debtor: Date: 11/7/11

B6 Summary (Official Form 6 - Summary) (12/07)

United States Bankruptcy Court

District of South Carolina

In re Cathy G Lanier
Debtor

Case No. _____

Chapter 13**SUMMARY OF SCHEDULES**

Indicate as to each schedule whether that schedule is attached and state the number of pages in each. Report the totals from Schedules A, B, D, E, F, I, and J in the boxes provided. Add the amounts from Schedules A and B to determine the total amount of the debtor's assets. Add the amounts of all claims from Schedules D, E, and F to determine the total amount of the debtor's liabilities. Individual debtors also must complete the "Statistical Summary of Certain Liabilities and Related Data" if they file a case under chapter 7, 11, or 13.

NAME OF SCHEDULE	ATTACHED (YES/NO)	NO. OF SHEETS	ASSETS	LIABILITIES	OTHER
A - Real Property	Yes	1	\$ 4,332,000.00		
B - Personal Property	Yes	3	\$ -1,921,900.00		
C - Property Claimed as Exempt	Yes	1			
D - Creditors Holding Secured Claims	Yes	2		\$ 2,884,025.00	
E - Creditors Holding Unsecured Priority Claims (Total of Claims on Schedule E)	Yes	3		\$ 0.00	
F - Creditors Holding Unsecured Nonpriority Claims	Yes	2		\$ 113,271.40	
G - Executory Contracts and Unexpired Leases	Yes	1			
H - Codebtors	Yes	1			
I - Current Income of Individual Debtor(s)	Yes	1			\$ 4,099.42
J - Current Expenditures of Individual Debtor(s)	Yes	1			\$ 4,190.00
TOTAL		16	\$ 2,410,100.00	\$ 2,997,296.00	

B 6 Summary (Official Form 6 - Summary) (12/07)

United States Bankruptcy Court

District of South Carolina

In re Cathy G Lanier
Debtor

Case No. _____

Chapter 13

STATISTICAL SUMMARY OF CERTAIN LIABILITIES AND RELATED DATA (28 U.S.C. § 159)

If you are an individual debtor whose debts are primarily consumer debts, as defined in § 101(8) of the Bankruptcy Code (11 U.S.C. § 101(8)), filing a case under chapter 7, 11 or 13, you must report all information requested below.

☐ Check this box if you are an individual debtor whose debts are NOT primarily consumer debts. You are not required to report any information here.

This information is for statistical purposes only under 28 U.S.C. § 159.

Summarize the following types of liabilities, as reported in the Schedules, and total them.

Type of Liability	Amount
Domestic Support Obligations (from Schedule E)	\$ 0.00
Taxes and Certain Other Debts Owed to Governmental Units (from Schedule E)	\$ 0.00
Claims for Death or Personal Injury While Debtor Was Intoxicated (from Schedule E) (whether disputed or undisputed)	\$ 0.00
Student Loan Obligations (from Schedule F)	\$ 0.00
Domestic Support, Separation Agreement, and Divorce Decree Obligations Not Reported on Schedule E	\$ 0.00
Obligations to Pension or Profit-Sharing, and Other Similar Obligations (from Schedule F)	\$ 0.00
TOTAL	\$ 0.00

State the following:

Average Income (from Schedule I, Line 16)	\$ 4,099.42
Average Expenses (from Schedule J, Line 18)	\$ 4,190.00
Current Monthly Income (from Form 22A Line 12; OR, Form 22B Line 11; OR, Form 22C Line 20)	\$ 5,795.92

State the following:

1. Total from Schedule D, "UNSECURED PORTION, IF ANY" column	\$ 0.00
2. Total from Schedule E, "AMOUNT ENTITLED TO PRIORITY" column	\$ 0.00
3. Total from Schedule E, "AMOUNT NOT ENTITLED TO PRIORITY, IF ANY" column	\$ 0.00
4. Total from Schedule F	\$ 113,271.40
5. Total of non-priority unsecured debt (sum of 1, 3, and 4)	\$ 113,271.40

In re Cathy G Lanier
DebtorCase No. _____
(If known)**SCHEDULE A - REAL PROPERTY**

Except as directed below, list all real property in which the debtor has any legal, equitable, or future interest, including all property owned as a co-tenant, community property, or in which the debtor has a life estate. Include any property in which the debtor holds rights and powers exercisable for the debtor's own benefit. If the debtor is married, state whether the husband, wife, both, or the marital community own the property by placing an "H," "W," "J," or "C" in the column labeled "Husband, Wife, Joint, or Community." If the debtor holds no interest in real property, write "None" under "Description and Location of Property."

Do not include interests in executory contracts and unexpired leases on this schedule. List them in Schedule G - Executory Contracts and Unexpired Leases.

If an entity claims to have a lien or hold a secured interest in any property, state the amount of the secured claim. See Schedule D. If no entity claims to hold a secured interest in the property, write "None" in the column labeled "Amount of Secured Claim."

If the debtor is an individual or if a joint petition is filed, state the amount of any exemption claimed in the property only in Schedule C - Property Claimed as Exempt.

DESCRIPTION AND LOCATION OF PROPERTY	NATURE OF DEBTOR'S INTEREST IN PROPERTY	HUSBAND, WIFE, JOINT, OR COMMUNITY	CURRENT VALUE OF DEBTOR'S INTEREST IN PROPERTY, WITHOUT DEDUCTING ANY SECURED CLAIM OR EXEMPTION	AMOUNT OF SECURED CLAIM
1324 North Lake Drive, Lexington, SC; Commercial Office Building	Equitable	J	950,000.00	876048.79
220 West Main Street, Lexington, SC; Commercial Office Building	Equitable	J	1,100,000.00	883175.22
213 Lake Villa Road, Lexington, SC; Vacant Lot	Equitable	J	1,000,000.00	162000
172 Belle Chase Drive, Lexington, SC; Residence	Equitable	W	950,000.00	\$537000
2840 West Gulf Drive, Sanibel, FL; Rental Condo	Equitable	W	300,000.00	\$375000
495 East Oak St. Swansea, SC; Rental House	Equitable	W	32,000.00	30750
Total▶▶			4,332,000.00	

(Report also on Summary of Schedules.)

In re Cathy G Lanier
DebtorCase No. _____
(If known)**SCHEDULE B - PERSONAL PROPERTY**

Except as directed below, list all personal property of the debtor of whatever kind. If the debtor has no property in one or more of the categories, place an "X" in the appropriate position in the column labeled "None." If additional space is needed in any category, attach a separate sheet properly identified with the case name, case number, and the number of the category. If the debtor is married, state whether the husband, wife, both, or the marital community own the property by placing an "H," "W," "J," or "C" in the column labeled "Husband, Wife, Joint, or Community." If the debtor is an individual or a joint petition is filed, state the amount of any exemptions claimed only in Schedule C - Property Claimed as Exempt.

Do not list interests in executory contracts and unexpired leases on this schedule. List them in Schedule G - Executory Contracts and Unexpired Leases.

If the property is being held for the debtor by someone else, state that person's name and address under "Description and Location of Property." If the property is being held for a minor child, simply state the child's initials and the name and address of the child's parent or guardian, such as "A.B., a minor child, by John Doe, guardian." Do not disclose the child's name. See, 11 U.S.C. §112 and Fed. R. Bankr. P. 1007(m).

TYPE OF PROPERTY	NONE	DESCRIPTION AND LOCATION OF PROPERTY	HUSBAND, WIFE, JOINT, OR COMMUNITY	CURRENT VALUE OF DEBTOR'S INTEREST IN PROPERTY, WITHOUT DEDUCTING ANY SECURED CLAIM OR EXEMPTION
1. Cash on hand.	X			
2. Checking, savings or other financial accounts, certificates of deposit or shares in banks, savings and loan, thrift, building and loan, and home-stead associations, or credit unions, brokerage houses, or cooperatives.		Joint Checking account, Regionsl Bank, Lexington, SC	J	800.00
3. Security deposits with public utilities, telephone companies, landlords, and others.		SCE&G (public Utility); Windstream (Telephone)	J	300.00
4. Household goods and furnishings, including audio, video, and computer equipment.		Computer equipment used in business; furniture; personal residence	J	8,000.00
5. Books; pictures and other art objects; antiques; stamp, coin, record, tape, compact disc, and other collections or collectibles.	X			
6. Wearing apparel.		Clothing; Personal Residence	J	7,000.00
7. Furs and jewelry.		Wedding jewelry; inherited fur	J	12,000.00
8. Firearms and sports, photographic, and other hobby equipment.	X			
9. Interests in insurance policies. Name insurance company of each policy and itemize surrender or refund value of each.	X			
10. Annuities. Itemize and name each issuer.	X			
11. Interests in an education IRA as defined in 26 U.S.C. § 530(b)(1) or under a qualified State tuition plan as defined in 26 U.S.C. § 529(b)(1). Give particulars. (File separately the record(s) of any such interest(s). 11 U.S.C. § 521(c).)	X			

In re Cathy G Lanier
Debtor

Case No. _____
(If known)

SCHEDULE B - PERSONAL PROPERTY
(Continuation Sheet)

TYPE OF PROPERTY	NONE	DESCRIPTION AND LOCATION OF PROPERTY	W	CURRENT VALUE OF DEBTOR'S INTEREST IN PROPERTY, WITHOUT DEDUCTING ANY SECURED CLAIM OR EXEMPTION
12. Interests in IRA, ERISA, Keogh, or other pension or profit sharing plans. Give particulars.	X			
13. Stock and interests in incorporated and unincorporated businesses. Itemize.		Interest in Technology Solutions, Inc. Company has shown losses for last 6 years	W	-2,000,000.00
14. Interests in partnerships or joint ventures. Itemize.	X			
15. Government and corporate bonds and other negotiable and non-negotiable instruments.	X			
16. Accounts receivable.	X			
17. Alimony, maintenance, support, and property settlements to which the debtor is or may be entitled. Give particulars.	X			
18. Other liquidated debts owed to debtor including tax refunds. Give particulars.	X			
19. Equitable or future interests, life estates, and rights or powers exercisable for the benefit of the debtor other than those listed in Schedule A Real Property.	X			
20. Contingent and noncontingent interests in estate of a decedent, death benefit plan, life insurance policy, or trust.	X			
21. Other contingent and unliquidated claims of every nature, including tax refunds, counterclaims of the debtor, and rights to setoff claims. Give estimated value of each.	X			

In re Cathy G Lanier
Debtor

Case No. _____
(If known)

SCHEDULE B - PERSONAL PROPERTY

(Continuation Sheet)

TYPE OF PROPERTY	N O N E	DESCRIPTION AND LOCATION OF PROPERTY	INDICATE WHETHER PROPERTY IS EXEMPT	CURRENT VALUE OF DEBTOR'S INTEREST IN PROPERTY, WITH- OUT DEDUCTING ANY SECURED CLAIM OR EXEMPTION
22. Patents, copyrights, and other intellectual property. Give particulars.	X			
23. Licenses, franchises, and other general intangibles. Give particulars.	X			
24. Customer lists or other compilations containing personally identifiable information (as defined in 11 U.S.C. § 101(41A)) provided to the debtor by individuals in connection with obtaining a product or service from the debtor primarily for personal, family, or household purposes.	X			
25. Automobiles, trucks, trailers, and other vehicles and accessories.		2 cars used for transportation to work; Located at personal residence	J	50,000.00
26. Boats, motors, and accessories.	X			
27. Aircraft and accessories.	X			
28. Office equipment, furnishings, and supplies.	X			
29. Machinery, fixtures, equipment, and supplies used in business.	X			
30. Inventory.	X			
31. Animals.	X			
32. Crops - growing or harvested. Give particulars.	X			
33. Farming equipment and implements.	X			
34. Farm supplies, chemicals, and feed.	X			
35. Other personal property of any kind not already listed. Itemize.	X			
20 continuation sheets attached Total				\$ -1,921,900.00

(Include amounts from any continuation sheets attached. Report total also on Summary of Schedules.)

In re Cathy G Lanier

Debtor

Case No. _____

(If known)

SCHEDULE C - PROPERTY CLAIMED AS EXEMPT

Debtor claims the exemptions to which debtor is entitled under:
(Check one box)

- ☐ 11 U.S.C. § 522(b)(2)
☒ 11 U.S.C. § 522(b)(3)

☒ Check if debtor claims a homestead exemption that exceeds \$146,450.*

DESCRIPTION OF PROPERTY	SPECIFY LAW PROVIDING EACH EXEMPTION	VALUE OF CLAIMED EXEMPTION	CURRENT VALUE OF PROPERTY WITHOUT DEDUCTING EXEMPTION
Personal Residence	11 USC 522(b) (3)	950,000.00	950,000.00
2 cars	11 USC 522(b) (3)	50,000.00	50,000.00
Personal property: Furniture, clothing, jewelry	11 USC 522(b) (3)	19,000.00	19,000.00
Computer equipment vital to business	11 USC 522(b) (3)	8,000.00	8,000.00

* Amount subject to adjustment on 4/1/13, and every three years thereafter with respect to cases commenced on or after the date of adjustment.

B 6D (Official Form 6D) (12/07)

In re Cathy G Lanier

Debtor

Case No. _____

(If known)

SCHEDULE D - CREDITORS HOLDING SECURED CLAIMS

State the name, mailing address, including zip code, and last four digits of any account number of all entities holding claims secured by property of the debtor as of the date of filing of the petition. The complete account number of any account the debtor has with the creditor is useful to the trustee and the creditor and may be provided if the debtor chooses to do so. List creditors holding all types of secured interests such as judgment liens, garnishments, statutory liens, mortgages, deeds of trust, and other security interests.

List creditors in alphabetical order to the extent practicable. If a minor child is the creditor, state the child's initials and the name and address of the child's parent or guardian, such as "A.B., a minor child, by John Doe, guardian." Do not disclose the child's name. See, 11 U.S.C. §112 and Fed. R. Bankr. P. 1007(m). If all secured creditors will not fit on this page, use the continuation sheet provided.

If any entity other than a spouse in a joint case may be jointly liable on a claim, place an "X" in the column labeled "Codebtor," include the entity on the appropriate schedule of creditors, and complete Schedule H - Codebtors. If a joint petition is filed, state whether the husband, wife, both of them, or the marital community may be liable on each claim by placing an "H," "W," "J," or "C" in the column labeled "Husband, Wife, Joint, or Community."

If the claim is contingent, place an "X" in the column labeled "Contingent." If the claim is unliquidated, place an "X" in the column labeled "Unliquidated." If the claim is disputed, place an "X" in the column labeled "Disputed." (You may need to place an "X" in more than one of these three columns.)

Total the columns labeled "Amount of Claim Without Deducting Value of Collateral" and "Unsecured Portion, if Any" in the boxes labeled "Total(s)" on the last sheet of the completed schedule. Report the total from the column labeled "Amount of Claim Without Deducting Value of Collateral" also on the Summary of Schedules and, if the debtor is an individual with primarily consumer debts, report the total from the column labeled "Unsecured Portion, if Any" on the Statistical Summary of Certain Liabilities and Related Data.



Check this box if debtor has no creditors holding secured claims to report on this Schedule D.

CREDITOR'S NAME AND MAILING ADDRESS INCLUDING ZIP CODE AND AN ACCOUNT NUMBER (See Instructions Above.)	CODEBTOR HUSBAND, WIFE, JOINT, OR COMMUNITY	DATE CLAIM WAS INCURRED, NATURE OF LIEN, AND DESCRIPTION AND VALUE OF PROPERTY SUBJECT TO LIEN	CONTINGENT	UNLIQUIDATED	DISPUTED	AMOUNT OF CLAIM WITHOUT DEDUCTING VALUE OF COLLATERAL	UNSECURED PORTION, IF ANY
ACCOUNT NO. 752007073115 BB&T of SC PO Box 580003 Charlotte, NC 28258-0003	J	4/19/04, mortgage; commercial building VALUE \$ 1,100,000.00			X	883,175.22	0.00
ACCOUNT NO. 200061136 Bayview Loan Servicing 4425 Ponce de Leon Blvd Coral Gables, FL 33146	J	10/8/07; mortgage; commercial building VALUE \$ 950,000.00			X	876,048.79	0.00
ACCOUNT NO. 33170952 Suntrust/Wells Fargo 1001 Semmes Ave. Richmond, VA 232242245	J	9/22/97; mortgage; vacant lot VALUE \$ 1,000,000.00			X	162,000.00	0.00
Subtotal ▶ (Total of this page)						\$ 1,921,224.00	\$ 0.00
Total ▶ (Use only on last page)						\$	\$

continuation sheets
attached

(Report also on Summary of
Schedules.)

(If applicable, report
also on Statistical
Summary of Certain
Liabilities and Related
Data.)

B 6D (Official Form 6D) (12/07) - Cont.

In re Cathy G Lanier
DebtorCase No. _____
(if known)**SCHEDULE D - CREDITORS HOLDING SECURED CLAIMS**
(Continuation Sheet)

CREDITOR'S NAME AND MAILING ADDRESS INCLUDING ZIP CODE AND AN ACCOUNT NUMBER (See Instructions Above.)	CODEBTR	HUSBAND, WIFE, JOINT, OR COMMUNITY	DATE CLAIM WAS INCURRED, NATURE OF LIEN, AND DESCRIPTION AND VALUE OF PROPERTY SUBJECT TO LIEN	CONTINGENT	UNLIQUIDATED	DISPUTED	AMOUNT OF CLAIM WITHOUT DEDUCTING VALUE OF COLLATERAL	UNSECURED PORTION, IF ANY
ACCOUNT NO. 22662126			8/2002; mortgage					
EMC Mortgage/Chase PO Box 293150 Lewisville, TX 75029-3150		W	VALUE \$ 950,000.00			X	557,051.22	0.00
ACCOUNT NO. 22523187			12/16/05; mortgage					
Chase PO Box 78420 Phoenix, AZ 85062-8420		W	VALUE \$ 300,000.00			X	300,000.00	0.00
ACCOUNT NO. 22523195			12/16/05; second mortgage					
Chase PO Box 78420 Phoenix, AZ 85062-8420		W	VALUE \$ 0.00			X	75,000.00	0.00
ACCOUNT NO. 42564665			10/31/05; mortgage					
GMAC PO Box 9001719 Louisville, KY 40290		W	VALUE \$ 32,000.00			X	30,750.00	0.00
ACCOUNT NO.								0.00
Sheet no. <u>1</u> of <u>1</u> continuation sheets attached to Schedule of Creditors Holding Secured Claims			Subtotal (s) ▶ (Total(s) of this page)				\$ 962,801.20	\$ 0.00
			Total(s) ▶ (Use only on last page)				\$ 2,884,025.00	\$

(Report also on Summary of Schedules.)

(If applicable, report also on Statistical Summary of Certain Liabilities and Related Data.)

B 6E (Official Form 6E) (04/10)

In re Cathy G Lanier

Debtor

Case No. _____

(if known)

SCHEDULE E - CREDITORS HOLDING UNSECURED PRIORITY CLAIMS

A complete list of claims entitled to priority, listed separately by type of priority, is to be set forth on the sheets provided. Only holders of unsecured claims entitled to priority should be listed in this schedule. In the boxes provided on the attached sheets, state the name, mailing address, including zip code, and last four digits of the account number, if any, of all entities holding priority claims against the debtor or the property of the debtor, as of the date of the filing of the petition. Use a separate continuation sheet for each type of priority and label each with the type of priority.

The complete account number of any account the debtor has with the creditor is useful to the trustee and the creditor and may be provided if the debtor chooses to do so. If a minor child is a creditor, state the child's initials and the name and address of the child's parent or guardian, such as "A.B., a minor child, by John Doe, guardian." Do not disclose the child's name. See, 11 U.S.C. § 112 and Fed. R. Bankr. P. 1007(m).

If any entity other than a spouse in a joint case may be jointly liable on a claim, place an "X" in the column labeled "Codebtor," include the entity on the appropriate schedule of creditors, and complete Schedule H-Codebtors. If a joint petition is filed, state whether the husband, wife, both of them, or the marital community may be liable on each claim by placing an "H," "W," "J," or "C" in the column labeled "Husband, Wife, Joint, or Community." If the claim is contingent, place an "X" in the column labeled "Contingent." If the claim is unliquidated, place an "X" in the column labeled "Unliquidated." If the claim is disputed, place an "X" in the column labeled "Disputed." (You may need to place an "X" in more than one of these three columns.)

Report the total of claims listed on each sheet in the box labeled "Subtotals" on each sheet. Report the total of all claims listed on this Schedule E in the box labeled "Total" on the last sheet of the completed schedule. Report this total also on the Summary of Schedules.

Report the total of amounts entitled to priority listed on each sheet in the box labeled "Subtotals" on each sheet. Report the total of all amounts entitled to priority listed on this Schedule E in the box labeled "Totals" on the last sheet of the completed schedule. Individual debtors with primarily consumer debts report this total also on the Statistical Summary of Certain Liabilities and Related Data.

Report the total of amounts not entitled to priority listed on each sheet in the box labeled "Subtotals" on each sheet. Report the total of all amounts not entitled to priority listed on this Schedule E in the box labeled "Totals" on the last sheet of the completed schedule. Individual debtors with primarily consumer debts report this total also on the Statistical Summary of Certain Liabilities and Related Data.

☒ Check this box if debtor has no creditors holding unsecured priority claims to report on this Schedule E.

TYPES OF PRIORITY CLAIMS (Check the appropriate box(es) below if claims in that category are listed on the attached sheets.)

☐ **Domestic Support Obligations**

Claims for domestic support that are owed to or recoverable by a spouse, former spouse, or child of the debtor, or the parent, legal guardian, or responsible relative of such a child, or a governmental unit to whom such a domestic support claim has been assigned to the extent provided in 11 U.S.C. § 507(a)(1).

☐ **Extensions of credit in an involuntary case**

Claims arising in the ordinary course of the debtor's business or financial affairs after the commencement of the case but before the earlier of the appointment of a trustee or the order for relief. 11 U.S.C. § 507(a)(3).

☐ **Wages, salaries, and commissions**

Wages, salaries, and commissions, including vacation, severance, and sick leave pay owing to employees and commissions owing to qualifying independent sales representatives up to \$11,725* per person earned within 180 days immediately preceding the filing of the original petition, or the cessation of business, whichever occurred first, to the extent provided in 11 U.S.C. § 507(a)(4).

☐ **Contributions to employee benefit plans**

Money owed to employee benefit plans for services rendered within 180 days immediately preceding the filing of the original petition, or the cessation of business, whichever occurred first, to the extent provided in 11 U.S.C. § 507(a)(5).

* Amount subject to adjustment on 4/01/13, and every three years thereafter with respect to cases commenced on or after the date of adjustment.

B 6E (Official Form 6E) (04/10) - Cont.

In re Cathy G Lanier

Debtor

Case No. _____

(if known)

☐ **Certain farmers and fishermen**

Claims of certain farmers and fishermen, up to \$5,775* per farmer or fisherman, against the debtor, as provided in 11 U.S.C. § 507(a)(6).

☐ **Deposits by individuals**

Claims of individuals up to \$2,600* for deposits for the purchase, lease, or rental of property or services for personal, family, or household use, that were not delivered or provided. 11 U.S.C. § 507(a)(7).

☐ **Taxes and Certain Other Debts Owed to Governmental Units**

Taxes, customs duties, and penalties owing to federal, state, and local governmental units as set forth in 11 U.S.C. § 507(a)(8).

☐ **Commitments to Maintain the Capital of an Insured Depository Institution**

Claims based on commitments to the FDIC, RTC, Director of the Office of Thrift Supervision, Comptroller of the Currency, or Board of Governors of the Federal Reserve System, or their predecessors or successors, to maintain the capital of an insured depository institution. 11 U.S.C. § 507(a)(9).

☐ **Claims for Death or Personal Injury While Debtor Was Intoxicated**

Claims for death or personal injury resulting from the operation of a motor vehicle or vessel while the debtor was intoxicated from using alcohol, a drug, or another substance. 11 U.S.C. § 507(a)(10).

* Amounts are subject to adjustment on 4/01/13, and every three years thereafter with respect to cases commenced on or after the date of adjustment.

0 continuation sheets attached

In re Cathy G Lanier

Case No. _____

Debtor

(if known)

SCHEDULE E - CREDITORS HOLDING UNSECURED PRIORITY CLAIMS

(Continuation Sheet)

Type of Priority for Claims Listed on This Sheet

CREDITOR'S NAME, MAILING ADDRESS INCLUDING ZIP CODE, AND ACCOUNT NUMBER (See instructions above.)	CODEBTR	HUSBAND, WIFE, JOINT, OR COMMUNITY	DATE CLAIM WAS INCURRED AND CONSIDERATION FOR CLAIM	CONTINGENT	UNLIQUIDATED	DISPUTED	AMOUNT OF CLAIM	AMOUNT ENTITLED TO PRIORITY	AMOUNT NOT ENTITLED TO PRIORITY, IF ANY
Account No.									
Account No.									
Account No.									
Account No.									
Sheet no. ____ of ____ Continuation sheets attached to Schedule of Creditors Holding Priority Claims							Subtotals▶ (Totals of this page)	\$	\$
(Use only on last page of the completed Schedule E. Report also on the Summary of Schedules.)							Total▶	\$	
							Total▶	\$	\$
(Use only on last page of the completed Schedule E. If applicable, report also on the Statistical Summary of Certain Liabilities and Related Data.)								\$	\$

In re Cathy G Lanier

Debtor

Case No. _____

(if known)

SCHEDULE F - CREDITORS HOLDING UNSECURED NONPRIORITY CLAIMS

State the name, mailing address, including zip code, and last four digits of any account number, of all entities holding unsecured claims without priority against the debtor or the property of the debtor, as of the date of filing of the petition. The complete account number of any account the debtor has with the creditor is useful to the trustee and the creditor and may be provided if the debtor chooses to do so. If a minor child is a creditor, state the child's initials and the name and address of the child's parent or guardian, such as "A.B., a minor child, by John Doe, guardian." Do not disclose the child's name. See, 11 U.S.C. §112 and Fed. R. Bankr. P. 1007(m). Do not include claims listed in Schedules D and E. If all creditors will not fit on this page, use the continuation sheet provided.

If any entity other than a spouse in a joint case may be jointly liable on a claim, place an "X" in the column labeled "Codebtor," include the entity on the appropriate schedule of creditors, and complete Schedule H - Codebtors. If a joint petition is filed, state whether the husband, wife, both of them, or the marital community may be liable on each claim by placing an "H," "W," "J," or "C" in the column labeled "Husband, Wife, Joint, or Community."

If the claim is contingent, place an "X" in the column labeled "Contingent." If the claim is unliquidated, place an "X" in the column labeled "Unliquidated." If the claim is disputed, place an "X" in the column labeled "Disputed." (You may need to place an "X" in more than one of these three columns.)

Report the total of all claims listed on this schedule in the box labeled "Total" on the last sheet of the completed schedule. Report this total also on the Summary of Schedules and, if the debtor is an individual with primarily consumer debts, report this total also on the Statistical Summary of Certain Liabilities and Related Data.

☐ Check this box if debtor has no creditors holding unsecured claims to report on this Schedule F.

CREDITOR'S NAME, MAILING ADDRESS INCLUDING ZIP CODE, AND ACCOUNT NUMBER <i>(See instructions above.)</i>	CODEBTOR	HUSBAND, WIFE, JOINT, OR COMMUNITY	DATE CLAIM WAS INCURRED AND CONSIDERATION FOR CLAIM. IF CLAIM IS SUBJECT TO SETOFF, SO STATE.	CONTINGENT	UNLIQUIDATED	DISPUTED	AMOUNT OF CLAIM
ACCOUNT NO. 4006			12/08; unsecured credit card				
American Express PO Box 650448 Dallas, TX 75265-0448		W				X	18,329.14
ACCOUNT NO. 1002			4/09; unsecured credit card				
American Express PO Box 650448 Dallas, TX 75265-0448		W				X	704.52
ACCOUNT NO. 1004			6/04; unsecured credit card				
American Express PO Box 650448 Dallas, TX 75265-0448		W				X	687.31
ACCOUNT NO. 3816			8/10; unsecured credit card				
Chase PO Box 15153 Wilmington, DE 19886-5153		W				X	2,790.18
Subtotal							\$ 22,511.15
Total							\$

1 continuation sheets attached

(Use only on last page of the completed Schedule F.)
(Report also on Summary of Schedules and, if applicable, on the Statistical Summary of Certain Liabilities and Related Data.)

In re Cathy G Lanier
Debtor

Case No. _____
(if known)

SCHEDULE F - CREDITORS HOLDING UNSECURED NONPRIORITY CLAIMS
(Continuation Sheet)

CREDITOR'S NAME, MAILING ADDRESS INCLUDING ZIP CODE, AND ACCOUNT NUMBER (See instructions above.)	CODEBTOR	HUSBAND, WIFE, JOINT, OR COMMUNITY	DATE CLAIM WAS INCURRED AND CONSIDERATION FOR CLAIM. IF CLAIM IS SUBJECT TO SETOFF, SO STATE.	CONTINGENT	UNLIQUIDATED	DISPUTED	AMOUNT OF CLAIM
ACCOUNT NO. 7805 Chase PO Box 15153 Wilmington, DE 19886-5153		J	1/08; unsecured credit card			X	5,427.22
ACCOUNT NO. 8038 Bank of America PO BOX 15019 Wilmington, DE 19886-5019		H	12/06; unsecured credit card			X	25,166.53
ACCOUNT NO. 1541 Bank of America PO BOX 15019 Wilmington, DE 19886-5019		H	11/07; unsecured credit card			X	20,000.00
ACCOUNT NO. 1431 Bank of America PO Box 15710 Wilmington, DE 19886-5710		H	4/08; unsecured credit card			X	15,000.00
ACCOUNT NO. 8083 Bank of America PO BOX 15019 Wilmington, DE 19886-5019		H	6/06; unsecured credit card			X	25,166.53
Sheet no. <u>1</u> of <u>1</u> continuation sheets attached to Schedule of Creditors Holding Unsecured Nonpriority Claims							Subtotal > \$ 90,760.28
(Use only on last page of the completed Schedule F.) (Report also on Summary of Schedules and, if applicable on the Statistical Summary of Certain Liabilities and Related Data.)							Total > \$ 113,271.40

B 6G (Official Form 6G) (12/07)

In re Cathy G Lanier,
DebtorCase No. _____
(if known)**SCHEDULE G - EXECUTORY CONTRACTS AND UNEXPIRED LEASES**

Describe all executory contracts of any nature and all unexpired leases of real or personal property. Include any timeshare interests. State nature of debtor's interest in contract, i.e., "Purchaser," "Agent," etc. State whether debtor is the lessor or lessee of a lease. Provide the names and complete mailing addresses of all other parties to each lease or contract described. If a minor child is a party to one of the leases or contracts, state the child's initials and the name and address of the child's parent or guardian, such as "A.B., a minor child, by John Doe, guardian." Do not disclose the child's name. See, 11 U.S.C. §112 and Fed. R. Bankr. P. 1007(m).

☐ Check this box if debtor has no executory contracts or unexpired leases.

NAME AND MAILING ADDRESS, INCLUDING ZIP CODE, OF OTHER PARTIES TO LEASE OR CONTRACT.	DESCRIPTION OF CONTRACT OR LEASE AND NATURE OF DEBTOR'S INTEREST. STATE WHETHER LEASE IS FOR NONRESIDENTIAL REAL PROPERTY. STATE CONTRACT NUMBER OF ANY GOVERNMENT CONTRACT.
Technology Solutions, Inc. PO Box 231 Lexington, SC 29071	This company leases the building at 1324 North Lake Drive, Lexington, from Debtor. Lease is current, and well pre-dates existing mortgage on this property. Tenant intends to stay in the building.
The Sweets Architect/C&R Holdings PO Box 231 Lexington, SC 29071	This company leases the building at 220 West Main, Lexington, SC from Debtor. Lease is current and predates existing mortgage on this property. Tenant intends to continue using the building.

In re Cathy G Lanier
DebtorCase No. _____
(if known)**SCHEDULE H - CODEBTORS**

Provide the information requested concerning any person or entity, other than a spouse in a joint case, that is also liable on any debts listed by the debtor in the schedules of creditors. Include all guarantors and co-signers. If the debtor resides or resided in a community property state, commonwealth, or territory (including Alaska, Arizona, California, Idaho, Louisiana, Nevada, New Mexico, Puerto Rico, Texas, Washington, or Wisconsin) within the eight-year period immediately preceding the commencement of the case, identify the name of the debtor's spouse and of any former spouse who resides or resided with the debtor in the community property state, commonwealth, or territory. Include all names used by the nondebtor spouse during the eight years immediately preceding the commencement of this case. If a minor child is a codebtor or a creditor, state the child's initials and the name and address of the child's parent or guardian, such as "A.B., a minor child, by John Doe, guardian." Do not disclose the child's name. See, 11 U.S.C. §112 and Fed. R. Bankr. P. 1007(m).

☒ Check this box if debtor has no codebtors.

NAME AND ADDRESS OF CODEBTOR	NAME AND ADDRESS OF CREDITOR

In re Cathy G Lanier
 Debtor

Case No. _____
 (If known)

SCHEDULE I - CURRENT INCOME OF INDIVIDUAL DEBTOR(S)

The column labeled "Spouse" must be completed in all cases filed by joint debtors and by every married debtor, whether or not a joint petition is filed, unless the spouses are separated and a joint petition is not filed. Do not state the name of any minor child. The average monthly income calculated on this form may differ from the current monthly income calculated on Form 22A, 22B, or 22C.

Debtor's Marital Status: Married	DEPENDENTS OF DEBTOR AND SPOUSE	
	RELATIONSHIP(S): <u>Mother</u>	AGE(S): <u>93</u>
Employment:	DEBTOR	SPOUSE
Occupation	<u>Owner, Technology company</u>	<u>Business Analyst</u>
Name of Employer	<u>Technology Solutions, Inc.</u>	<u>Richland County, SC</u>
How long employed	<u>22 years</u>	<u>5 months</u>
Address of Employer	<u>PO Box 231, Lexington, SC 29072</u>	<u>2020 Hampton Street, Suite 3030 Columbia, SC 29202</u>

INCOME: (Estimate of average or projected monthly income at time case filed)

DEBTOR	SPOUSE
\$ <u>0.00</u>	\$ <u>5,445.92</u>
\$ <u>0.00</u>	\$ <u>0.00</u>

1. Monthly gross wages, salary, and commissions
(Prorate if not paid monthly)
2. Estimate monthly overtime

3. SUBTOTAL

\$ <u>0.00</u>	\$ <u>5,445.92</u>

4. LESS PAYROLL DEDUCTIONS

- a. Payroll taxes and social security
- b. Insurance
- c. Union dues
- d. Other (Specify): Parking

\$ <u>0.00</u>	\$ <u>979.51</u>
\$ <u>350.00</u>	\$ <u>359.99</u>
\$ <u>0.00</u>	\$ <u>0.00</u>
\$ <u>0.00</u>	\$ <u>13.00</u>

5. SUBTOTAL OF PAYROLL DEDUCTIONS

\$ <u>350.00</u>	\$ <u>1,345.50</u>

6. TOTAL NET MONTHLY TAKE HOME PAY

\$ <u>-350.00</u>	\$ <u>4,099.42</u>

7. Regular income from operation of business or profession or farm
(Attach detailed statement)
8. Income from real property
9. Interest and dividends
10. Alimony, maintenance or support payments payable to the debtor for the debtor's use or that of dependents listed above
11. Social security or government assistance
(Specify): _____
12. Pension or retirement income
13. Other monthly income
(Specify): _____

\$ <u>0.00</u>	\$ <u>0.00</u>
\$ <u>200.00</u>	\$ <u>150.00</u>
\$ <u>0.00</u>	\$ <u>0.00</u>
\$ <u>0.00</u>	\$ <u>0.00</u>
\$ <u>0.00</u>	\$ <u>0.00</u>
\$ <u>0.00</u>	\$ <u>0.00</u>
\$ <u>0.00</u>	\$ <u>0.00</u>

14. SUBTOTAL OF LINES 7 THROUGH 13

\$ <u>200.00</u>	\$ <u>150.00</u>

15. AVERAGE MONTHLY INCOME (Add amounts on lines 6 and 14)

\$ <u>-150.00</u>	\$ <u>4,249.42</u>

16. COMBINED AVERAGE MONTHLY INCOME: (Combine column totals from line 15)

\$ <u>4,099.42</u>

(Report also on Summary of Schedules and, if applicable, on Statistical Summary of Certain Liabilities and Related Data)

17. Describe any increase or decrease in income reasonably anticipated to occur within the year following the filing of this document:

Debtor's business suffered drastically in the economic downturn, but it has an opportunity to take on a new contract that will greatly improve revenue, and allow Ms. Lanier to take a salary again. Her previous salary was in the \$60,000/yr. range. Mr. Lanier is in a stable job with opportunities for advancement.

**UNITED STATES BANKRUPTCY COURT
DISTRICT OF SOUTH CAROLINA
SCHEDULES OF CURRENT INCOME AND EXPENDITURES**

**RE: CATHY G LANIER, DEBTOR
RANDY D LANIER, SPOUSE
CHAPTER 13
CASE NO: _____**

Dear Chapter 13 Trustee:

My husband and I have owned 2 very successful businesses for many years. However, in 2008, the economy turned and the banks pulled our credit lines with no justification. My business, Technology Solutions, Inc. is a very cash-flow sensitive business, as we must pay our consultants sometimes for 1-3 months before receiving payment from our clients due to their processing requirements for invoices. So when BB&T closed our credit line in September of 2008, unexpectedly and without a reason (we had not made a late payment or missed a payment at that time in the 18+ year history of dealing with them). However, their act of greed nearly forced us to not make the very next payroll on October 1, 2008.

Even worse, we had just been awarded 2 huge, 5 year contracts with Federal contractors. Just one of those contracts would have allowed us to hire 250-500 people, and would have brought in an additional \$8M in revenues just the first year alone. And we had 2 of those "booked!" However, we needed a small influx of cash (\$300,000) to implement the audits and other requirements to do Federal work, and because of the banking crisis at that time, we could not get the money, and after more than a year trying to find it, finally had to walk away from both of those contracts. When I think of the jobs we could have created and sustained here in SC that went somewhere else because we couldn't get funding, it literally makes me sick.

From that point on, it has been a daily struggle to keep pace with trying to find new business that hasn't been taken overseas, and trying to juggle and manage what little cash flow we now have to cover our employees. Subsequently, I have not been able to take a salary from the company since January of 2009.

Prior to that time, my average income, salary combined with bonuses, was in the \$200-250,000 per year range. That is achievable again, and we have recently been selected to propose a large project to help convert the medical industry to the new Federal standards. It appears we will have no competition for this project, and while I caution myself not to dream so large, it does appear it will inject just the needed momentum back into my business to pull us out of this ditch.

In the next month or so, I will be meeting with the principals of the large insurance company funding the project, and after that, I will be able to put together projections to show the income available to us with this one project. I anticipate it will move our revenues back to the multi-millions per year we used to enjoy. And the added benefit is the stepping stone this will provide to make us a major player in the medical records field – about the only growth industry this country has these days. Just a few more projects of this size will push us to higher revenues than we've ever experienced.

My husband also ran a successful business that was drastically affected by the economic downturn and the war overseas. His business was a restaurant and catering facility that was Columbia's destination for elegant weddings and parties. However, when the "boys were sent overseas" several years back, his wedding business virtually disappeared. Weddings were postponed or cancelled altogether, and his revenues dropped off rapidly. We made the decision in early 2009 to lease the building and business to another restaurateur who turned out to be dishonest. While we were out of town for New Year's, he left us high and dry, took equipment and paid no utility bills, water bills, etc. Our immediate expenses totaled around \$20,000, but his leasing caused us to miss some of the most important wedding events of the year, and our business just could not recover. So, my husband made the very tough decision in late 2009 to just close the business, except for maintaining a small cake and dessert-making business that he continues to run on a part-time basis while working for Richland County in their IT Department.

He was unemployed for the majority of the time I was receiving no income from my business, so in that period of time, although we had become experts at "robbing Peter to pay Paul," we eventually used up all our resources, and had to stop making some payments, mostly on real estate mortgages and credit cards. That was about a year ago, and payments have been sparse since then. In March, we met some investors that are working with us to package some of the properties for sale, and have tendered payments to at least two of the creditors, Bayview and BB&T, that have paid the mortgages and expenses for our two commercial properties in full. We have a stipulated record of administrative judgment under notary seal that has been presented to authorized parties at both these banks and their attorneys. They have not acted honorably and continue to pursue foreclosure sales on these two properties. That is why we had to file bankruptcy to protect ourselves. We would not be forced into this action had these banks and their attorneys acted honorably and honestly.

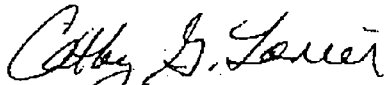
So, we are asking, as we research and draw up our Chapter 13 Plan, that you consider the potential of two once high-net worth individuals, being given a little breathing room to do what we know how to do: Build a business, employ a lot of people and make money to pay our debts and contribute to the community. But without your intervention in staying an imminent foreclosure sale, we will be tied up with a Federal lawsuit against these two banks interminably, and will not be able to pursue righting our ship and getting our financial house back in order any time in the foreseeable future.

Statement Disclosing Reasonably Anticipated Increases in Income and Decreases in Expenditures in the Next Twelve (12) Months.

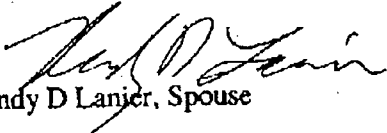
Page 2

Please consider our history prior to the action of the banks in 2008, and understand that the expenses we have listed will change as soon as we can sell the properties that have been paid off already. Our income will increase to support the properties we want to keep, as soon as we kick off this new project with my business.

Thank you for your consideration.



Cathy G Lanier, Debtor



Randy D Lanier, Spouse

Check Stub

RANDY D LANIER

Help

		RICHLAND COUNTY Employee Name: LANIER, RANDY D EFT No.: 20435753	
FINANCE DEPT P.O. Box 192 Columbia, South Carolina		Employee ID: 230500 Period Begin: 08/13/11 Status/Exempt: Fed: M/4 State: M/4 EFT Date: 09/02/11 Period Ending: 08/26/11 Additional WH. Fed: 0.00 State: 0.00	
EARNINGS		TAXES	
Description	Hours Rate Current Earnings Y-T-D Amount	Description	Current Amount Y-T-D Amount
REGPATCH	75.0033.5132,513.50 13,572.90	FICA-RR	105.57 580.62
HOLIDAY	251.35	MEDT-RR	36.45 200.47
		FIT	188.86 974.30
		STY	121.20 644.94
TOTAL EARNINGS:	2,513.50 13,824.25	TOTAL TAXES:	452.082,400.53
BANKING INFORMATION		PRE-TAX DEDUCTIONS	
Regions Bank	****1013 1,892.04	Description	Current Amount Y-T-D Amount
		SCRSRR	163.38898.59
		HEALTH E	25.00 25.00
		WELLCRDT	-25.00 -25.00
		TOTAL PRE-TAX:	163.38898.59
EMPLOYER PAID BENEFITS		AFTER-TAX DEDUCTION	
		FICA-RR	155.83 837.10
		MEDT-RR	36.45 200.47
		SCRSRR	239.66 1,316.31
		HEALTH	192.98 980.62
		WELLCRDT	25.00 25.00
		DENTAL	12.66 57.10
		LIPE EMP	1.88 22.88
		TOTAL CONT:	664.46 3,459.48
		TOTAL AFTER-TAX:	6.00 36.00
		Net Pay	1,892.04
Leave Record:			
Accrual Description	Beginning Balance	Earned	Used Ending Balance
VACATION BALANCE	14.45	2.89	0.00 17.34
SICK LEAVE BALANCE	17.30	3.46	0.00 20.76
Message			

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RANDY D LANIER

Help

		RICHLAND COUNTY FINANCE DEPT P.O. Box 192 Columbia, South Carolina		Employee Name: LANIER, RANDY D Employee ID: 230300 EFT Date: 09/16/11		EFT No.: 20437684 Period: 09/27/11 Status/Exempt: Fed: M/4 State: M/4 Period: 09/09/11 Additional WH. Fed: 0.00 State: 0.00																			
EARNINGS				TAXES		PRE-TAX DEDUCTIONS																			
Description	Hours	Rate	Current Earnings	Y-T-D Amount	Description	Current Amount	Y-T-D Amount																		
REGPATCH	67.5033	5132.262	15,835.05		FICA-EE	105.57	696.19																		
HOLIDAY	7.5033	513	251.35	502.70	MEDI-EE	36.45	236.92																		
					FIT	182.861	183.16																		
					SIT	121.20	766.14																		
TOTAL EARNINGS:			2,513.50	16,337.75	TOTAL TAXES:	452.082	852.61																		
BANKING INFORMATION				EMPLOYER PAID BENEFITS		AFTER-TAX DEDUCTION																			
Regions Bank ****1013 1,892.04				FICA-ER 155.84 1,012.94		PARKGAR 6.00 42.00																			
				MEDI-ER 36.45 236.92																					
				SCRSREG 239.66 1,535.97																					
				HEALTH 182.86 1,173.60																					
				WELLCRD 25.00 50.00																					
				DENTAL 12.66 69.76																					
				LIFE EMP 1.88 24.76																					
				TOTAL CONT:		TOTAL AFTER-TAX:																			
				664.47 4,123.98		6.00 42.00																			
				Net Pay		1,892.04																			
<table border="1"> <tr> <td>Leave Record:</td> <td>Accrual Description</td> <td>Beginning Balance</td> <td>Earned</td> <td>Used</td> <td>Ending Balance</td> </tr> <tr> <td></td> <td>VACATION BALANCE</td> <td>17.34</td> <td>2.89</td> <td>0.00</td> <td>20.23</td> </tr> <tr> <td></td> <td>SICK LEAVE BALANCE</td> <td>20.76</td> <td>3.46</td> <td>0.00</td> <td>24.22</td> </tr> </table>								Leave Record:	Accrual Description	Beginning Balance	Earned	Used	Ending Balance		VACATION BALANCE	17.34	2.89	0.00	20.23		SICK LEAVE BALANCE	20.76	3.46	0.00	24.22
Leave Record:	Accrual Description	Beginning Balance	Earned	Used	Ending Balance																				
	VACATION BALANCE	17.34	2.89	0.00	20.23																				
	SICK LEAVE BALANCE	20.76	3.46	0.00	24.22																				
Message																									

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RANDY D LANIER

Help

 RICHLAND COUNTY FINANCE DEPT P.O. Box 192 Columbia, South Carolina		Employee Name: LANIER, RANDY D Employee ID: 230500 EFT Date: 09/30/11		EFT No.: 20439613 Period: 09/10/11 Status/Exempt: Fed: M/4 State: M/4 Period: 09/23/11 Additional WH. Fed: 0.00 State: 0.00	
EARNINGS		TAXES		PRE-TAX DEDUCTIONS	
Description	Hours Rate Current Earnings Y-T-D Amount	Description	Current Amount Y-T-D Amount	Description	Current Amount Y-T-D Amount
REPATCH	75.0033.5112,513.50 18,348.55	FICA-EE	105.56 791.75	SCRSREG	163.381,225.35
HOLIDAY	502.70	MBDI-EE	36.45 273.37	HEALTH M	0.00 50.00
		FIT	168.861,352.22	WELLCDT	0.00 -50.00
		ST	121.20 827.34		
TOTAL EARNINGS:	2,513.50 18,851.25	TOTAL TAXES:	452.073,504.68	TOTAL PRE-TAX:	163.381,225.35
BANKING INFORMATION		EMPLOYER PAID BENEFITS		AFTER-TAX DEDUCTION	
Regions Bank ****1013 1,898.05		FICA-ER 155.84 1,168.78 MBDI-ER 36.45 273.37 SCRSREG 239.66 1,795.63 HEALTH 0.00 1,173.60 WELLCDT 0.00 50.00 DENTAL 0.00 69.76 LIFE EMP 0.00 24.76		PARKGAR 0.00 42.00	
		TOTAL CONT: 431.95 4,535.90		TOTAL AFTER-TAX: 0.00 42.00	
				Net Pay: 1,898.05	
Leave Record:		Beginning Balance		Earned	
Description		Used		Ending Balance	
VACATION BALANCE		30.23		2.89	
SICK LEAVE BALANCE		24.23		3.46	
Message					

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RANDY D LANIER

Help

		RICHLAND COUNTY FINANCE DEPT P.O. Box 192 Columbia, South Carolina		Employee Name: LANIER, RANDY D Employee ID: 230500 EFT Date: 10/14/11		EFT No.: 20441550 Period Begin: 09/24/11 Period Ending: 10/07/11		Status/Exempt: Fed: M/4 State: M/4 Additional WH: Fed: 0.00 State: 0.00	
EARNINGS			TAXES			PRE-TAX DEDUCTIONS			
Description	Hours	Rate	Current Earnings	Y-T-D Amount	Description	Current Amount	Y-T-D Amount	Description	Current Amount
REGPATCH	75.00	33.51	2,513.50	20,862.03	FICA-ER	108.67	897.32	SCSRREG	163.38
HOLIDAY			502.70		MEDI-EE	36.45	309.82	HEALTH E	25.00
					FIT	188.06	1,541.08	WELLCRDY	-25.00
					SIT	121.20	1,008.54		
TOTAL EARNINGS:			2,513.50	21,364.73	TOTAL TAXES:	452.08	3,756.76	TOTAL PRE-TAX:	163.38
BANKING INFORMATION			EMPLOYER PAID BENEFITS			AFTER-TAX DEDUCTION			
Regions Bank ****1013 1,849.24			FICA-ER 135.83 1,324.61			PARKGAR 6.00 48.00			
			MEDI-ER 36.45 309.82			STDIS 42.80 42.80			
			SCSRREG 239.66 2,035.29						
			HEALTH 192.98 1,366.58						
			WELLCRDY 25.00 75.00						
			DENTAL 12.66 82.42						
			LIFE EMP 1.88 26.64						
			TOTAL CONT: 664.46			TOTAL AFTER-TAX: 48.80			
						Net Pay: 1,849.24			
Leave Record:		Accrual Description	Beginning Balance	Earned	Used	Ending Balance			
		VACATION BALANCE	23.12	2.89	0.00	26.01			
		SICK LEAVE BALANCE	27.58	3.46	0.00	31.14			
Message									

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RANDY D LANIER

Help

		RICHLAND COUNTY FINANCE DEPT P.O. Box 192 Columbia, South Carolina		Employee Name: LANIER, RANDY D Employee ID: 230500 EFT Date: 10/28/11		Period: 10/08/11 Begin: 10/21/11 Period Ending: 10/21/11		EFT No.: 20443487 Status/Exempt: Fed: M/4 State: M/4 Additional WH, Fed: 0.00 State: 0.00	
EARNINGS				TAXES		PRE-TAX DEDUCTIONS			
Description	Hours	Rate	Current Earnings	Y-T-D Amount	Description	Current Amount	Y-T-D Amount	Description	Current Amount
REPATCH	75.00	33.51	2,513.50	23,375.55	FICA-EE	105.57	1,002.88	SCRSREG	163.38
HOLIDAY			502.70		MEDI-EE	36.45	346.27	HEALTH E	28.00
					FIT	188.86	1,729.84	WELLCRDY	-25.00
					RET	121.20	1,129.74		
TOTAL EARNINGS:			2,513.50	23,878.25	TOTAL TAXES:	452.08	4,208.84	TOTAL PRE-TAX:	163.38
BANKING INFORMATION				EMPLOYER PAID BENEFITS		AFTER-TAX DEDUCTION			
Regions Bank ****1013 1,877.90				FICA-ER 155.84 1,480.43		PARKGAR 6.00 54.00			
				MEDI-ER 36.45 346.27		STDIS 14.14 56.94			
				SCRSREG 239.66 2,274.95					
				HEALTH 192.98 1,559.56					
				WELLCRDY 25.00 100.00					
				DENTAL 12.66 93.08					
				LIFE EMP 1.88 28.52					
				TOTAL CONT: 644.47 5,824.83		TOTAL AFTER-TAX: 20.14 110.94			
						Net Pay 1,877.90			
Leave Record:		Accrual Description	Beginning Balance	Earned	Used	Ending Balance			
		VACATION BALANCE	26.01	2.89	0.00	28.90			
		SICK LEAVE BALANCE	31.14	3.46	0.00	34.60			
Message									

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In re Cathy G. Lanier
DebtorCase No. _____
(if known)**SCHEDULE J - CURRENT EXPENDITURES OF INDIVIDUAL DEBTOR(S)**

Complete this schedule by estimating the average or projected monthly expenses of the debtor and the debtor's family at time case filed. Prorate any payments made bi-weekly, quarterly, semi-annually, or annually to show monthly rate. The average monthly expenses calculated on this form may differ from the deductions from income allowed on Form 22A or 22C.

☐ Check this box if a joint petition is filed and debtor's spouse maintains a separate household. Complete a separate schedule of expenditures labeled "Spouse."

1. Rent or home mortgage payment (include lot rented for mobile home)	\$ 1,200.00
a. Are real estate taxes included? Yes _____ No ☒	
b. Is property insurance included? Yes _____ No ☒	
2. Utilities: a. Electricity and heating fuel	\$ 300.00
b. Water and sewer	\$ 50.00
c. Telephone	\$ 30.00
d. Other <u>Internet Service (required for work)</u>	\$ 30.00
3. Home maintenance (repairs and upkeep)	\$ 200.00
4. Food	\$ 300.00
5. Clothing	\$ 300.00
6. Laundry and dry cleaning	\$ 20.00
7. Medical and dental expenses	\$ 100.00
8. Transportation (not including car payments)	\$ 10.00
9. Recreation, clubs and entertainment, newspapers, magazines, etc.	\$ 0.00
10. Charitable contributions	\$ 0.00
11. Insurance (not deducted from wages or included in home mortgage payments)	\$ 150.00
a. Homeowner's or renter's	\$ 450.00
b. Life	\$ 350.00
c. Health	\$ 200.00
d. Auto	\$ 0.00
e. Other _____	
12. Taxes (not deducted from wages or included in home mortgage payments) (Specify) <u>Property Taxes</u>	\$ 500.00
13. Installment payments: (In chapter 11, 12, and 13 cases, do not list payments to be included in the plan)	\$ 0.00
a. Auto	\$ 0.00
b. Other _____	\$ 0.00
c. Other _____	\$ 0.00
14. Alimony, maintenance, and support paid to others	\$ 0.00
15. Payments for support of additional dependents not living at your home	\$ 0.00
16. Regular expenses from operation of business, profession, or farm (attach detailed statement)	\$ 0.00
17. Other _____	\$ 0.00
18. AVERAGE MONTHLY EXPENSES (Total lines 1-17. Report also on Summary of Schedules and, if applicable, on the Statistical Summary of Certain Liabilities and Related Data.)	\$ 4,190.00
19. Describe any increase or decrease in expenditures reasonably anticipated to occur within the year following the filing of this document:	
We plan to sell at least 2 of the properties, decreasing property taxes and will pay off medical expenses shortly. Sales will provide cash to use as income until business picks back up.	
20. STATEMENT OF MONTHLY NET INCOME	
a. Average monthly income from Line 15 of Schedule I	\$ 4,449.42
b. Average monthly expenses from Line 18 above	\$ 4,190.00
c. Monthly net income (a. minus b.)	\$ 259.42

DECLARATION CONCERNING DEBTOR'S SCHEDULES

DECLARATION UNDER PENALTY OF PERJURY BY INDIVIDUAL DEBTOR

I declare under penalty of perjury that I have read the foregoing summary and schedules, consisting of 18 sheets, and that they are true and correct to the best of my knowledge, information, and belief.

Date 11/07/2011

Signature: Cathy G Lanier Debtor

Date 11/07/2011

Signature: _____ (Joint Debtor, if any)

(If joint case, both spouses must sign.)

DECLARATION AND SIGNATURE OF NON-ATTORNEY BANKRUPTCY PETITION PREPARER (See 11 U.S.C. § 110)

I declare under penalty of perjury that: (1) I am a bankruptcy petition preparer as defined in 11 U.S.C. § 110; (2) I prepared this document for compensation and have provided the debtor with a copy of this document and the notices and information required under 11 U.S.C. §§ 110(b), 110(h) and 342(b); and, (3) if rules or guidelines have been promulgated pursuant to 11 U.S.C. § 110(h) setting a maximum fee for services chargeable by bankruptcy petition preparers, I have given the debtor notice of the maximum amount before preparing any document for filing for a debtor or accepting any fee from the debtor, as required by that section.

Printed or Typed Name and Title, if any,
of Bankruptcy Petition Preparer

Social Security No.
(Required by 11 U.S.C. § 110.)

If the bankruptcy petition preparer is not an individual, state the name, title (if any), address, and social security number of the officer, principal, responsible person, or partner who signs this document.

Address

X _____
Signature of Bankruptcy Petition Preparer

_____ Date

Names and Social Security numbers of all other individuals who prepared or assisted in preparing this document, unless the bankruptcy petition preparer is not an individual:

If more than one person prepared this document, attach additional signed sheets conforming to the appropriate Official Form for each person.

A bankruptcy petition preparer's failure to comply with the provisions of title 11 and the Federal Rules of Bankruptcy Procedure may result in fines or imprisonment or both. 11 U.S.C. § 110; 18 U.S.C. § 134.

DECLARATION UNDER PENALTY OF PERJURY ON BEHALF OF A CORPORATION OR PARTNERSHIP

I, the _____ [the president or other officer or an authorized agent of the corporation or a member or an authorized agent of the partnership] of the _____ [corporation or partnership] named as debtor in this case, declare under penalty of perjury that I have read the foregoing summary and schedules, consisting of 18 sheets (Total shown on summary page plus 1), and that they are true and correct to the best of my knowledge, information, and belief.

Date _____

Signature: _____

(Print or type name of individual signing on behalf of debtor.)

[An individual signing on behalf of a partnership or corporation must indicate position or relationship to debtor.]

Penalty for making a false statement or concealing property: Fine of up to \$500,000 or imprisonment for up to 5 years or both. 18 U.S.C. §§ 152 and 3571.

B 7 (Official Form 7) (04/10)

UNITED STATES BANKRUPTCY COURT

District of South Carolina

In re: Cathy G Lanier

Debtor

Case No. _____

(if known)

STATEMENT OF FINANCIAL AFFAIRS

This statement is to be completed by every debtor. Spouses filing a joint petition may file a single statement on which the information for both spouses is combined. If the case is filed under chapter 12 or chapter 13, a married debtor must furnish information for both spouses whether or not a joint petition is filed, unless the spouses are separated and a joint petition is not filed. An individual debtor engaged in business as a sole proprietor, partner, family farmer, or self-employed professional, should provide the information requested on this statement concerning all such activities as well as the individual's personal affairs. To indicate payments, transfers and the like to minor children, state the child's initials and the name and address of the child's parent or guardian, such as "A.B., a minor child, by John Doe, guardian." Do not disclose the child's name. Sec. 11 U.S.C. §112 and Fed. R. Bankr. P. 1007(m).

Questions 1 - 18 are to be completed by all debtors. Debtors that are or have been in business, as defined below, also must complete Questions 19 - 25. If the answer to an applicable question is "None," mark the box labeled "None." If additional space is needed for the answer to any question, use and attach a separate sheet properly identified with the case name, case number (if known), and the number of the question.

DEFINITIONS

"In business." A debtor is "in business" for the purpose of this form if the debtor is a corporation or partnership. An individual debtor is "in business" for the purpose of this form if the debtor is or has been, within six years immediately preceding the filing of this bankruptcy case, any of the following: an officer, director, managing executive, or owner of 5 percent or more of the voting or equity securities of a corporation; a partner, other than a limited partner, of a partnership; a sole proprietor or self-employed full-time or part-time. An individual debtor also may be "in business" for the purpose of this form if the debtor engages in a trade, business, or other activity, other than as an employee, to supplement income from the debtor's primary employment.

"Insider." The term "insider" includes but is not limited to: relatives of the debtor; general partners of the debtor and their relatives; corporations of which the debtor is an officer, director, or person in control; officers, directors, and any owner of 5 percent or more of the voting or equity securities of a corporate debtor and their relatives; affiliates of the debtor and insiders of such affiliates; any managing agent of the debtor. 11 U.S.C. § 101.

1. Income from employment or operation of business

None
☐

State the gross amount of income the debtor has received from employment, trade, or profession, or from operation of the debtor's business, including part-time activities either as an employee or in independent trade or business, from the beginning of this calendar year to the date this case was commenced. State also the gross amounts received during the two years immediately preceding this calendar year. (A debtor that maintains, or has maintained, financial records on the basis of a fiscal rather than a calendar year may report fiscal year income. Identify the beginning and ending dates of the debtor's fiscal year.) If a joint petition is filed, state income for each spouse separately. (Married debtors filing under chapter 12 or chapter 13 must state income of both spouses whether or not a joint petition is filed, unless the spouses are separated and a joint petition is not filed.)

AMOUNT

SOURCE

\$104,299.50

\$23878.25 Randy's emp.w/ Richland County, SC (6/11-curr)
\$7183.24 Cathy's emp. with TSI (2010), \$73238 (2009 comb)

2. Income other than from employment or operation of businessNone
☐

State the amount of income received by the debtor other than from employment, trade, profession, operation of the debtor's business during the two years immediately preceding the commencement of this case. Give particulars. If a joint petition is filed, state income for each spouse separately. (Married debtors filing under chapter 12 or chapter 13 must state income for each spouse whether or not a joint petition is filed, unless the spouses are separated and a joint petition is not filed.)

AMOUNT

SOURCE

\$1,400.00

Had a rental loss in 2009, and a small gain in 2010. 2011 figures are still about break-even.

3. Payments to creditors*Complete a. or b., as appropriate, and c.*None
☐

a. *Individual or joint debtor(s) with primarily consumer debts:* List all payments on loans, installment purchases of goods or services, and other debts to any creditor made within 90 days immediately preceding the commencement of this case unless the aggregate value of all property that constitutes or is affected by such transfer is less than \$600. Indicate with an asterisk (*) any payments that were made to a creditor on account of a domestic support obligation or as part of an alternative repayment schedule under a plan by an approved nonprofit budgeting and credit counseling agency. (Married debtors filing under chapter 12 or chapter 13 must include payments by either or both spouses whether or not a joint petition is filed, unless the spouses are separated and a joint petition is not filed.)

NAME AND ADDRESS OF CREDITOR	DATES OF PAYMENTS	AMOUNT PAID	AMOUNT STILL OWING
BMW of Am. POB 78066, Phoenix, AZ 85062 prnts made on 8/19, 9/19 & 10/19	10/19/2011	4,596.43	45,000.00

None
☒

b. *Debtor whose debts are not primarily consumer debts:* List each payment or other transfer to any creditor made within 90 days immediately preceding the commencement of the case unless the aggregate value of all property that constitutes or is affected by such transfer is less than \$5,850*. If the debtor is an individual, indicate with an asterisk (*) any payments that were made to a creditor on account of a domestic support obligation or as part of an alternative repayment schedule under a plan by an approved nonprofit budgeting and credit counseling agency. (Married debtors filing under chapter 12 or chapter 13 must include payments and other transfers by either or both spouses whether or not a joint petition is filed, unless the spouses are separated and a joint petition is not filed.)

NAME AND ADDRESS OF CREDITOR	DATES OF PAYMENTS/ TRANSFERS	AMOUNT PAID OR VALUE OF TRANSFERS	AMOUNT STILL OWING

* Amount subject to adjustment on 4/01/13, and every three years thereafter with respect to cases commenced on or after the date of adjustment.

None



c. All debtors: List all payments made within one year immediately preceding the commencement of this case to or for the benefit of creditors who are or were insiders. (Married debtors filing under chapter 12 or chapter 13 must include payments by either or both spouses whether or not a joint petition is filed, unless the spouses are separated and a joint petition is not filed.)

NAME AND ADDRESS OF CREDITOR AND RELATIONSHIP TO DEBTOR	DATE OF PAYMENT	AMOUNT PAID	AMOUNT STILL OWING

4. Suits and administrative proceedings, executions, garnishments and attachments

None



a. List all suits and administrative proceedings to which the debtor is or was a party within one year immediately preceding the filing of this bankruptcy case. (Married debtors filing under chapter 12 or chapter 13 must include information concerning either or both spouses whether or not a joint petition is filed, unless the spouses are separated and a joint petition is not filed.)

CAPTION OF SUIT AND CASE NUMBER	NATURE OF PROCEEDING	COURT OR AGENCY AND LOCATION	STATUS OR DISPOSITION

None



b. Describe all property that has been attached, garnished or seized under any legal or equitable process within one year immediately preceding the commencement of this case. (Married debtors filing under chapter 12 or chapter 13 must include information concerning property of either or both spouses whether or not a joint petition is filed, unless the spouses are separated and a joint petition is not filed.)

NAME AND ADDRESS OF PERSON FOR WHOSE BENEFIT PROPERTY WAS SEIZED	DATE OF SEIZURE	DESCRIPTION AND VALUE OF PROPERTY

5. Repossessions, foreclosures and returns

None



List all property that has been repossessed by a creditor, sold at a foreclosure sale, transferred through a deed in lieu of foreclosure or returned to the seller, within one year immediately preceding the commencement of this case. (Married debtors filing under chapter 12 or chapter 13 must include information concerning property of either or both spouses whether or not a joint petition is filed, unless the spouses are separated and a joint petition is not filed.)

NAME AND ADDRESS OF CREDITOR OR SELLER	DATE OF REPOSSESSION, FORECLOSURE SALE, TRANSFER OR RETURN	DESCRIPTION AND VALUE OF PROPERTY

6. Assignments and receivershipsNone
☒

a. Describe any assignment of property for the benefit of creditors made within **120 days** immediately preceding the commencement of this case. (Married debtors filing under chapter 12 or chapter 13 must include any assignment by either or both spouses whether or not a joint petition is filed, unless the spouses are separated and a joint petition is not filed.)

NAME AND ADDRESS
OF ASSIGNEEDATE OF
ASSIGNMENTTERMS OF
ASSIGNMENT
OR SETTLEMENTNone
☒

b. List all property which has been in the hands of a custodian, receiver, or court-appointed official within **one year** immediately preceding the commencement of this case. (Married debtors filing under chapter 12 or chapter 13 must include information concerning property of either or both spouses whether or not a joint petition is filed, unless the spouses are separated and a joint petition is not filed.)

NAME AND ADDRESS
OF CUSTODIANNAME AND LOCATION
OF COURT
CASE TITLE & NUMBERDATE OF
ORDERDESCRIPTION
AND VALUE
OF PROPERTY**7. Gifts**None
☒

List all gifts or charitable contributions made within **one year** immediately preceding the commencement of this case except ordinary and usual gifts to family members aggregating less than \$200 in value per individual family member and charitable contributions aggregating less than \$100 per recipient. (Married debtors filing under chapter 12 or chapter 13 must include gifts or contributions by either or both spouses whether or not a joint petition is filed, unless the spouses are separated and a joint petition is not filed.)

NAME AND ADDRESS
OF PERSON
OR ORGANIZATIONRELATIONSHIP
TO DEBTOR,
IF ANYDATE
OF GIFTDESCRIPTION
AND VALUE
OF GIFT**8. Losses**None
☒

List all losses from fire, theft, other casualty or gambling within **one year** immediately preceding the commencement of this case or **since the commencement of this case**. (Married debtors filing under chapter 12 or chapter 13 must include losses by either or both spouses whether or not a joint petition is filed, unless the spouses are separated and a joint petition is not filed.)

DESCRIPTION
AND VALUE OF
PROPERTYDESCRIPTION OF CIRCUMSTANCES AND, IF
LOSS WAS COVERED IN WHOLE OR IN PART
BY INSURANCE, GIVE PARTICULARSDATE
OF LOSS

9. Payments related to debt counseling or bankruptcyNone
☒

List all payments made or property transferred by or on behalf of the debtor to any persons, including attorneys, for consultation concerning debt consolidation, relief under the bankruptcy law or preparation of a petition in bankruptcy within **one year** immediately preceding the commencement of this case.

NAME AND ADDRESS OF PAYEE	DATE OF PAYMENT, NAME OF PAYER IF OTHER THAN DEBTOR	AMOUNT OF MONEY OR DESCRIPTION AND VALUE OF PROPERTY

10. Other transfersNone
☒

a. List all other property, other than property transferred in the ordinary course of the business or financial affairs of the debtor, transferred either absolutely or as security within **two years** immediately preceding the commencement of this case. (Married debtors filing under chapter 12 or chapter 13 must include transfers by either or both spouses whether or not a joint petition is filed, unless the spouses are separated and a joint petition is not filed.)

NAME AND ADDRESS OF TRANSFEREE, RELATIONSHIP TO DEBTOR	DATE	DESCRIBE PROPERTY TRANSFERRED AND VALUE RECEIVED

None
☒

b. List all property transferred by the debtor within **ten years** immediately preceding the commencement of this case to a self-settled trust or similar device of which the debtor is a beneficiary.

NAME OF TRUST OR OTHER DEVICE	DATE(S) OF TRANSFER(S)	AMOUNT OF MONEY OR DESCRIPTION AND VALUE OF PROPERTY OR DEBTOR'S INTEREST IN PROPERTY

11. Closed financial accountsNone
☒

List all financial accounts and instruments held in the name of the debtor or for the benefit of the debtor which were closed, sold, or otherwise transferred within **one year** immediately preceding the commencement of this case. Include checking, savings, or other financial accounts, certificates of deposit, or other instruments; shares and share accounts held in banks, credit unions, pension funds, cooperatives, associations, brokerage houses and other financial institutions. (Married debtors filing under chapter 12 or chapter 13 must include information concerning accounts or instruments held by or for either or both spouses whether or not a joint petition is filed, unless the spouses are separated and a joint petition is not filed.)

NAME AND ADDRESS OF INSTITUTION	TYPE OF ACCOUNT, LAST FOUR DIGITS OF ACCOUNT NUMBER, AND AMOUNT OF FINAL BALANCE	AMOUNT AND DATE OF SALE OR CLOSING

12. Safe deposit boxesNone
☒

List each safe deposit or other box or depository in which the debtor has or had securities, cash, or other valuables within one year immediately preceding the commencement of this case. (Married debtors filing under chapter 12 or chapter 13 must include boxes or depositories of either or both spouses whether or not a joint petition is filed, unless the spouses are separated and a joint petition is not filed.)

NAME AND ADDRESS
OF BANK OR
OTHER DEPOSITORY

NAMES AND ADDRESSES
OF THOSE WITH ACCESS
TO BOX OR DEPOSITORY

DESCRIPTION
OF
CONTENTS

DATE OF TRANSFER
OR SURRENDER,
IF ANY

13. SetoffsNone
☒

List all setoffs made by any creditor, including a bank, against a debt or deposit of the debtor within 90 days preceding the commencement of this case. (Married debtors filing under chapter 12 or chapter 13 must include information concerning either or both spouses whether or not a joint petition is filed, unless the spouses are separated and a joint petition is not filed.)

NAME AND ADDRESS OF CREDITOR

DATE OF
SETOFF

AMOUNT
OF SETOFF

14. Property held for another personNone
☒

List all property owned by another person that the debtor holds or controls.

NAME AND ADDRESS
OF OWNER

DESCRIPTION AND
VALUE OF PROPERTY

LOCATION OF PROPERTY

15. Prior address of debtorNone
☒

If debtor has moved within three years immediately preceding the commencement of this case, list all premises which the debtor occupied during that period and vacated prior to the commencement of this case. If a joint petition is filed, report also any separate address of either spouse.

ADDRESS

NAME USED

DATES OF OCCUPANCY

16. Spouses and Former Spouses

None



If the debtor resides or resided in a community property state, commonwealth, or territory (including Alaska, Arizona, California, Idaho, Louisiana, Nevada, New Mexico, Puerto Rico, Texas, Washington, or Wisconsin) within **eight** years immediately preceding the commencement of the case, identify the name of the debtor's spouse and of any former spouse who resides or resided with the debtor in the community property state.

NAME

17. Environmental Information.

For the purpose of this question, the following definitions apply:

"Environmental Law" means any federal, state, or local statute or regulation regulating pollution, contamination, releases of hazardous or toxic substances, wastes or material into the air, land, soil, surface water, groundwater, or other medium, including, but not limited to, statutes or regulations regulating the cleanup of these substances, wastes, or material.

"Site" means any location, facility, or property as defined under any Environmental Law, whether or not presently or formerly owned or operated by the debtor, including, but not limited to, disposal sites.

"Hazardous Material" means anything defined as a hazardous waste, hazardous substance, toxic substance, hazardous material, pollutant, or contaminant or similar term under an Environmental Law.

None



a. List the name and address of every site for which the debtor has received notice in writing by a governmental unit that it may be liable or potentially liable under or in violation of an Environmental Law. Indicate the governmental unit, the date of the notice, and, if known, the Environmental Law:

SITE NAME AND ADDRESS	NAME AND ADDRESS OF GOVERNMENTAL UNIT	DATE OF NOTICE	ENVIRONMENTAL LAW

None



b. List the name and address of every site for which the debtor provided notice to a governmental unit of a release of Hazardous Material. Indicate the governmental unit to which the notice was sent and the date of the notice.

SITE NAME AND ADDRESS	NAME AND ADDRESS OF GOVERNMENTAL UNIT	DATE OF NOTICE	ENVIRONMENTAL LAW

None



c. List all judicial or administrative proceedings, including settlements or orders, under any Environmental Law with respect to which the debtor is or was a party. Indicate the name and address of the governmental unit that is or was a party to the proceeding, and the docket number.

NAME AND ADDRESS OF GOVERNMENTAL UNIT	DOCKET NUMBER	STATUS OR DISPOSITION

18. Nature, location and name of business

None



a. If the debtor is an individual, list the names, addresses, taxpayer-identification numbers, nature of the businesses, and beginning and ending dates of all businesses in which the debtor was an officer, director, partner, or managing

executive of a corporation, partner in a partnership, sole proprietor, or was self-employed in a trade, profession, or other activity either full- or part-time within **six years** immediately preceding the commencement of this case, or in which the debtor owned 5 percent or more of the voting or equity securities within **six years** immediately preceding the commencement of this case.

*If the debtor is a partnership, list the names, addresses, taxpayer-identification numbers, nature of the businesses, and beginning and ending dates of all businesses in which the debtor was a partner or owned 5 percent or more of the voting or equity securities, within **six years** immediately preceding the commencement of this case.*

*If the debtor is a corporation, list the names, addresses, taxpayer-identification numbers, nature of the businesses, and beginning and ending dates of all businesses in which the debtor was a partner or owned 5 percent or more of the voting or equity securities within **six years** immediately preceding the commencement of this case.*

NAME	LAST FOUR DIGITS OF SOCIAL-SECURITY OR OTHER INDIVIDUAL TAXPAYER-I.D. NO. (ITIN) COMPLETE EIN	ADDRESS	NATURE OF BUSINESS	BEGINNING AND ENDING DATES
TSI; Magnolia House;	57-0900785; 58-2340643	POB 231 Lex; 220 W	Computer consulting; rest./catr	11/10/1989-c urr; 98 - 09

None ☒ b. Identify any business listed in response to subdivision a., above, that is "single asset real estate" as defined in 11 U.S.C. § 101.

NAME	ADDRESS

The following questions are to be completed by every debtor that is a corporation or partnership and by any individual debtor who is or has been, within **six years** immediately preceding the commencement of this case, any of the following: an officer, director, managing executive, or owner of more than 5 percent of the voting or equity securities of a corporation; a partner, other than a limited partner, of a partnership, a sole proprietor, or self-employed in a trade, profession, or other activity, either full- or part-time.

(An individual or joint debtor should complete this portion of the statement only if the debtor is or has been in business, as defined above, within six years immediately preceding the commencement of this case. A debtor who has not been in business within those six years should go directly to the signature page.)

19. Books, records and financial statements

None ☐ a. List all bookkeepers and accountants who within **two years** immediately preceding the filing of this bankruptcy case kept or supervised the keeping of books of account and records of the debtor.

NAME AND ADDRESS	DATES SERVICES RENDERED
Mike Williams, Roof & Williams, POB 4674, W. Cola., SC 29171	1999 through current

None ☐ b. List all firms or individuals who within **two years** immediately preceding the filing of this bankruptcy case have audited the books of account and records, or prepared a financial statement of the debtor.

NAME	ADDRESS	DATES SERVICES RENDERED
Mike Williams	Roof & Williams, POB 4674, W. Cola., SC 29171	1999 through current

None
☐

c. List all firms or individuals who at the time of the commencement of this case were in possession of the books of account and records of the debtor. If any of the books of account and records are not available, explain.

NAME

ADDRESS

Mike Williams, Roof & Williams

POB 4674, W. Cola., SC 29171

None
☐

d. List all financial institutions, creditors and other parties, including mercantile and trade agencies, to whom a financial statement was issued by the debtor within two years immediately preceding the commencement of this case.

NAME AND ADDRESS

DATE ISSUED

BB&T, 309 Columbia Ave., Lexington, SC
29072

09/01/2010

20. InventoriesNone
☒

a. List the dates of the last two inventories taken of your property, the name of the person who supervised the taking of each inventory, and the dollar amount and basis of each inventory.

DATE OF INVENTORY

INVENTORY SUPERVISOR

DOLLAR AMOUNT
OF INVENTORY
(Specify cost, market or other
basis)

None
☒

b. List the name and address of the person having possession of the records of each of the inventories reported in a., above.

DATE OF INVENTORY

NAME AND ADDRESSES
OF CUSTODIAN
OF INVENTORY RECORDS

21. Current Partners, Officers, Directors and ShareholdersNone
☒

a. If the debtor is a partnership, list the nature and percentage of partnership interest of each member of the partnership.

NAME AND ADDRESS

NATURE OF INTEREST

PERCENTAGE OF INTEREST

None
☒

b. If the debtor is a corporation, list all officers and directors of the corporation, and each stockholder who directly or indirectly owns, controls, or holds 5 percent or more of the voting or equity securities of the corporation.

NAME AND ADDRESS

TITLE

NATURE AND PERCENTAGE
OF STOCK OWNERSHIP

22. Former partners, officers, directors and shareholdersNone
☒a. If the debtor is a partnership, list each member who withdrew from the partnership within **one year** immediately preceding the commencement of this case.

NAME	ADDRESS	DATE OF WITHDRAWAL

None
☒b. If the debtor is a corporation, list all officers or directors whose relationship with the corporation terminated within **one year** immediately preceding the commencement of this case.

NAME AND ADDRESS	TITLE	DATE OF TERMINATION

23. Withdrawals from a partnership or distributions by a corporationNone
☒If the debtor is a partnership or corporation, list all withdrawals or distributions credited or given to an insider, including compensation in any form, bonuses, loans, stock redemptions, options exercised and any other perquisite during **one year** immediately preceding the commencement of this case.

NAME & ADDRESS OF RECIPIENT, RELATIONSHIP TO DEBTOR	DATE AND PURPOSE OF WITHDRAWAL	AMOUNT OF MONEY OR DESCRIPTION AND VALUE OF PROPERTY

24. Tax Consolidation Group.None
☒If the debtor is a corporation, list the name and federal taxpayer-identification number of the parent corporation of any consolidated group for tax purposes of which the debtor has been a member at any time within **six years** immediately preceding the commencement of the case.

NAME OF PARENT CORPORATION	TAXPAYER-IDENTIFICATION NUMBER (EIN)

25. Pension Funds.None
☒If the debtor is not an individual, list the name and federal taxpayer-identification number of any pension fund to which the debtor, as an employer, has been responsible for contributing at any time within **six years** immediately preceding the commencement of the case.

NAME OF PENSION FUND	TAXPAYER-IDENTIFICATION NUMBER (EIN)

.

[If completed by an individual or individual and spouse]

I declare under penalty of perjury that I have read the answers contained in the foregoing statement of financial affairs and any attachments thereto and that they are true and correct.

Date	<u>11/7/11</u>	Signature of Debtor	<u>Cathy G. Yancey</u>
Date	<u>11/7/11</u>	Signature of Joint Debtor (if any)	<u>Mark D. Yancey</u>

[If completed on behalf of a partnership or corporation]

I declare under penalty of perjury that I have read the answers contained in the foregoing statement of financial affairs and any attachments thereto and that they are true and correct to the best of my knowledge, information and belief.

Date	_____	Signature	_____
		Print Name and Title	_____

[An individual signing on behalf of a partnership or corporation must indicate position or relationship to debtor.]

____ continuation sheets attached

Penalty for making a false statement: Fine of up to \$500,000 or imprisonment for up to 5 years, or both. 18 U.S.C. §§ 152 and 3571

DECLARATION AND SIGNATURE OF NON-ATTORNEY BANKRUPTCY PETITION PREPARER (See 11 U.S.C. § 110)

I declare under penalty of perjury that: (1) I am a bankruptcy petition preparer as defined in 11 U.S.C. § 110; (2) I prepared this document for compensation and have provided the debtor with a copy of this document and the notices and information required under 11 U.S.C. §§ 110(b), 110(h), and 342(b); and, (3) if rules or guidelines have been promulgated pursuant to 11 U.S.C. § 110(h) setting a maximum fee for services chargeable by bankruptcy petition preparers, I have given the debtor notice of the maximum amount before preparing any document for filing for a debtor or accepting any fee from the debtor, as required by that section.

Printed or Typed Name and Title, if any, of Bankruptcy Petition Preparer

Social-Security No. (Required by 11 U.S.C. § 110)

If the bankruptcy petition preparer is not an individual, state the name, title (if any), address, and social-security number of the officer, principal, responsible person, or partner who signs this document.

Address

Signature of Bankruptcy Petition Preparer

Date

Names and Social-Security numbers of all other individuals who prepared or assisted in preparing this document unless the bankruptcy petition preparer is not an individual:

If more than one person prepared this document, attach additional signed sheets conforming to the appropriate Official Form for each person

A bankruptcy petition preparer's failure to comply with the provisions of title 11 and the Federal Rules of Bankruptcy Procedure may result in fines or imprisonment or both. 18 U.S.C. § 156

B 22C (Official Form 22C) (Chapter 13) (12/10)

In re Cathy G Lanier

Debtor(s)

Case Number: _____

(If known)

According to the calculations required by this statement:

☐ The applicable commitment period is 3 years.

☒ The applicable commitment period is 5 years.

☒ Disposable income is determined under § 1325(b)(3).

☐ Disposable income is not determined under § 1325(b)(3).

(Check the boxes as directed in Lines 17 and 23 of this statement.)

CHAPTER 13 STATEMENT OF CURRENT MONTHLY INCOME AND CALCULATION OF COMMITMENT PERIOD AND DISPOSABLE INCOME

In addition to Schedules I and J, this statement must be completed by every individual chapter 13 debtor, whether or not filing jointly. Joint debtors may complete one statement only.

Part I. REPORT OF INCOME

1	Marital/filing status. Check the box that applies and complete the balance of this part of this statement as directed. a. ☐ Unmarried. Complete only Column A ("Debtor's Income") for Lines 2-10. b. ☒ Married. Complete both Column A ("Debtor's Income") and Column B ("Spouse's Income") for Lines 2-10. All figures must reflect average monthly income received from all sources, derived during the six calendar months prior to filing the bankruptcy case, ending on the last day of the month before the filing. If the amount of monthly income varied during the six months, you must divide the six-month total by six, and enter the result on the appropriate line.			Column A Debtor's Income	Column B Spouse's Income
2	Gross wages, salary, tips, bonuses, overtime, commissions.			\$ 0.00	\$ 5,445.92
3	Income from the operation of a business, profession, or farm. Subtract Line b from Line a and enter the difference in the appropriate column(s) of Line 3. If you operate more than one business, profession or farm, enter aggregate numbers and provide details on an attachment. Do not enter a number less than zero. Do not include any part of the business expenses entered on Line b as a deduction in Part IV.				
	a.	Gross receipts	\$ 0.00		
	b.	Ordinary and necessary business expenses	\$ 0.00		
	c.	Business income	Subtract Line b from Line a	\$ 0.00	\$ 0.00
4	Rent and other real property income. Subtract Line b from Line a and enter the difference in the appropriate column(s) of Line 4. Do not enter a number less than zero. Do not include any part of the operating expenses entered on Line b as a deduction in Part IV.				
	a.	Gross receipts	\$ 850.00		
	b.	Ordinary and necessary operating expenses	\$ 500.00		
	c.	Rent and other real property income	Subtract Line b from Line a	\$ 200.00	\$ 150.00
5	Interest, dividends, and royalties.			\$ 0.00	\$ 0.00
6	Pension and retirement income.			\$ 0.00	\$ 0.00
7	Any amounts paid by another person or entity, on a regular basis, for the household expenses of the debtor or the debtor's dependents, including child support paid for that purpose. Do not include alimony or separate maintenance payments or amounts paid by the debtor's spouse. Each regular payment should be reported in only one column; if a payment is listed in Column A, do not report that payment in Column B.			\$ 0.00	\$ 0.00

B 22C (Official Form 22C) (Chapter 13) (12/10)

2

8	Unemployment compensation. Enter the amount in the appropriate column(s) of Line 8. However, if you contend that unemployment compensation received by you or your spouse was a benefit under the Social Security Act, do not list the amount of such compensation in Column A or B, but instead state the amount in the space below:			
	Unemployment compensation claimed to be a benefit under the Social Security Act	Debtor \$ 0.00	Spouse \$ 0.00	
				\$ 0.00 \$ 0.00
9	Income from all other sources. Specify source and amount. If necessary, list additional sources on a separate page. Total and enter on Line 9. Do not include alimony or separate maintenance payments paid by your spouse, but include all other payments of alimony or separate maintenance. Do not include any benefits received under the Social Security Act or payments received as a victim of a war crime, crime against humanity, or as a victim of international or domestic terrorism.			
	a.		\$ 0.00	
	b.		\$ 0.00	
				\$ 0.00 \$ 0.00
10	Subtotal. Add Lines 2 thru 9 in Column A, and, if Column B is completed, add Lines 2 through 9 in Column B. Enter the total(s).		\$ 200.00	\$ 5,595.92
11	Total. If Column B has been completed, add Line 10, Column A to Line 10, Column B, and enter the total. If Column B has not been completed, enter the amount from Line 10, Column A.		\$ 5,795.92	

Part II. CALCULATION OF § 1325(b)(4) COMMITMENT PERIOD

12	Enter the amount from Line 11.	\$ 5,795.92
13	Marital adjustment. If you are married, but are not filing jointly with your spouse, AND if you contend that calculation of the commitment period under § 1325(b)(4) does not require inclusion of the income of your spouse, enter on Line 13 the amount of the income listed in Line 10, Column B that was NOT paid on a regular basis for the household expenses of you or your dependents and specify, in the lines below, the basis for excluding this income (such as payment of the spouse's tax liability or the spouse's support of persons other than the debtor or the debtor's dependents) and the amount of income devoted to each purpose. If necessary, list additional adjustments on a separate page. If the conditions for entering this adjustment do not apply, enter zero.	
	a.	\$
	b.	\$
	c.	\$
	Total and enter on Line 13.	\$ 0.00
14	Subtract Line 13 from Line 12 and enter the result.	\$ 5,795.92
15	Annualized current monthly income for § 1325(b)(4). Multiply the amount from Line 14 by the number 12 and enter the result.	\$ 69,551.04
16	Applicable median family income. Enter the median family income for applicable state and household size. (This information is available by family size at www.usdoj.gov/ust/ or from the clerk of the bankruptcy court.) a. Enter debtor's state of residence: SC b. Enter debtor's household size: 3	\$ 50,824.00
17	Application of § 1325(b)(4). Check the applicable box and proceed as directed. ☐ The amount on Line 15 is less than the amount on Line 16. Check the box for "The applicable commitment period is 3 years" at the top of page 1 of this statement and continue with this statement. ☒ The amount on Line 15 is not less than the amount on Line 16. Check the box for "The applicable commitment period is 5 years" at the top of page 1 of this statement and continue with this statement.	

Part III. APPLICATION OF § 1325(b)(3) FOR DETERMINING DISPOSABLE INCOME

18	Enter the amount from Line 11.	\$ 5,795.92

B 22C (Official Form 22C) (Chapter 13) (12/10)

3

19	Marital adjustment. If you are married, but are not filing jointly with your spouse, enter on Line 19 the total of any income listed in Line 10, Column B that was NOT paid on a regular basis for the household expenses of the debtor or the debtor's dependents. Specify in the lines below the basis for excluding the Column B income (such as payment of the spouse's tax liability or the spouse's support of persons other than the debtor or the debtor's dependents) and the amount of income devoted to each purpose. If necessary, list additional adjustments on a separate page. If the conditions for entering this adjustment do not apply, enter zero.		
	a.	\$	
	b.	\$	
	c.	\$	
	Total and enter on Line 19.		\$ 0.00
20	Current monthly income for § 1325(b)(3). Subtract Line 19 from Line 18 and enter the result.		\$ 5,795.92
21	Annualized current monthly income for § 1325(b)(3). Multiply the amount from Line 20 by the number 12 and enter the result.		\$ 69,551.04
22	Applicable median family income. Enter the amount from Line 16.		\$ 50,824.00
23	Application of § 1325(b)(3). Check the applicable box and proceed as directed. ☒ The amount on Line 21 is more than the amount on Line 22. Check the box for "Disposable income is determined under § 1325(b)(3)" at the top of page 1 of this statement and complete the remaining parts of this statement. ☐ The amount on Line 21 is not more than the amount on Line 22. Check the box for "Disposable income is not determined under § 1325(b)(3)" at the top of page 1 of this statement and complete Part VII of this statement. Do not complete Parts IV, V, or VI.		

Part IV. CALCULATION OF DEDUCTIONS FROM INCOME**Subpart A: Deductions under Standards of the Internal Revenue Service (IRS)**

24A	National Standards: food, apparel and services, housekeeping supplies, personal care, and miscellaneous. Enter in Line 24A the "Total" amount from IRS National Standards for Allowable Living Expenses for the applicable number of persons. (This information is available at www.usdoj.gov/ust/ or from the clerk of the bankruptcy court.) The applicable number of persons is the number that would currently be allowed as exemptions on your federal income tax return, plus the number of any additional dependents whom you support.		\$ 1,054.00																						
24B	National Standards: health care. Enter in Line a1 below the amount from IRS National Standards for Out-of-Pocket Health Care for persons under 65 years of age, and in Line a2 the IRS National Standards for Out-of-Pocket Health Care for persons 65 years of age or older. (This information is available at www.usdoj.gov/ust/ or from the clerk of the bankruptcy court.) Enter in Line b1 the applicable number of persons who are under 65 years of age, and enter in Line b2 the applicable number of persons who are 65 years of age or older. (The applicable number of persons in each age category is the number in that category that would currently be allowed as exemptions on your federal income tax return, plus the number of any additional dependents whom you support.) Multiply Line a1 by Line b1 to obtain a total amount for persons under 65, and enter the result in Line c1. Multiply Line a2 by Line b2 to obtain a total amount for persons 65 and older, and enter the result in Line c2. Add Lines c1 and c2 to obtain a total health care amount, and enter the result in Line 24B.																								
	<table border="1"> <thead> <tr> <th colspan="2">Persons under 65 years of age</th> <th colspan="2">Persons 65 years of age or older</th> </tr> </thead> <tbody> <tr> <td>a1.</td> <td>Allowance per person</td> <td>60.00</td> <td>a2.</td> <td>Allowance per person</td> <td>144.00</td> </tr> <tr> <td>b1.</td> <td>Number of persons</td> <td>2</td> <td>b2.</td> <td>Number of persons</td> <td>1</td> </tr> <tr> <td>c1.</td> <td>Subtotal</td> <td>120.00</td> <td>c2.</td> <td>Subtotal</td> <td>144.00</td> </tr> </tbody> </table>		Persons under 65 years of age		Persons 65 years of age or older		a1.	Allowance per person	60.00	a2.	Allowance per person	144.00	b1.	Number of persons	2	b2.	Number of persons	1	c1.	Subtotal	120.00	c2.	Subtotal	144.00	\$ 264.00
Persons under 65 years of age		Persons 65 years of age or older																							
a1.	Allowance per person	60.00	a2.	Allowance per person	144.00																				
b1.	Number of persons	2	b2.	Number of persons	1																				
c1.	Subtotal	120.00	c2.	Subtotal	144.00																				
25A	Local Standards: housing and utilities; non-mortgage expenses. Enter the amount of the IRS Housing and Utilities Standards; non-mortgage expenses for the applicable county and family size. (This information is available at www.usdoj.gov/ust/ or from the clerk of the bankruptcy court). The applicable family size consists of the number that would currently be allowed as exemptions on your federal income tax return, plus the number of any additional dependents whom you support.		\$																						

B 22C (Official Form 22C) (Chapter 13) (12/10)

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25B	Local Standards: housing and utilities; mortgage/rent expense. Enter, in Line a below, the amount of the IRS Housing and Utilities Standards; mortgage/rent expense for your county and family size (this information is available at www.usdoj.gov/ust/ or from the clerk of the bankruptcy court) (the applicable family size consists of the number that would currently be allowed as exemptions on your federal income tax return, plus the number of any additional dependents whom you support); enter on Line b the total of the Average Monthly Payments for any debts secured by your home, as stated in Line 47; subtract Line b from Line a and enter the result in Line 25B. Do not enter an amount less than zero. <table border="1"> <tr> <td>a.</td> <td>IRS Housing and Utilities Standards; mortgage/rent expense</td> <td>\$</td> <td>955.00</td> </tr> <tr> <td>b.</td> <td>Average Monthly Payment for any debts secured by your home, if any, as stated in Line 47</td> <td>\$</td> <td>1,200.00</td> </tr> <tr> <td>c.</td> <td>Net mortgage/rental expense</td> <td colspan="2">Subtract Line b from Line a.</td> </tr> </table>	a.	IRS Housing and Utilities Standards; mortgage/rent expense	\$	955.00	b.	Average Monthly Payment for any debts secured by your home, if any, as stated in Line 47	\$	1,200.00	c.	Net mortgage/rental expense	Subtract Line b from Line a.		\$ 0.00
a.	IRS Housing and Utilities Standards; mortgage/rent expense	\$	955.00											
b.	Average Monthly Payment for any debts secured by your home, if any, as stated in Line 47	\$	1,200.00											
c.	Net mortgage/rental expense	Subtract Line b from Line a.												
26	Local Standards: housing and utilities; adjustment. If you contend that the process set out in Lines 25A and 25B does not accurately compute the allowance to which you are entitled under the IRS Housing and Utilities Standards, enter any additional amount to which you contend you are entitled, and state the basis for your contention in the space below: <u>My interest rate is higher than normal, and my current financial status does not allow me to change that.</u>	\$ 245.00												
27A	Local Standards: transportation; vehicle operation/public transportation expense. You are entitled to an expense allowance in this category regardless of whether you pay the expenses of operating a vehicle and regardless of whether you use public transportation. Check the number of vehicles for which you pay the operating expenses or for which the operating expenses are included as a contribution to your household expenses in Line 7. ☐ 0 ☒ 1 ☐ 2 or more. If you checked 0, enter on Line 27A the "Public Transportation" amount from IRS Local Standards: Transportation. If you checked 1 or 2 or more, enter on Line 27A the "Operating Costs" amount from IRS Local Standards: Transportation for the applicable number of vehicles in the applicable Metropolitan Statistical Area or Census Region. (These amounts are available at www.usdoj.gov/ust/ or from the clerk of the bankruptcy court.)	\$ 256.00												
27B	Local Standards: transportation; additional public transportation expense. If you pay the operating expenses for a vehicle and also use public transportation, and you contend that you are entitled to an additional deduction for your public transportation expenses, enter on Line 27B the "Public Transportation" amount from IRS Local Standards: Transportation. (This amount is available at www.usdoj.gov/ust/ or from the clerk of the bankruptcy court.)	\$ 0.00												
28	Local Standards: transportation ownership/lease expense; Vehicle 1. Check the number of vehicles for which you claim an ownership/lease expense. (You may not claim an ownership/lease expense for more than two vehicles.) ☒ 1 ☐ 2 or more. Enter, in Line a below, the "Ownership Costs" for "One Car" from the IRS Local Standards: Transportation (available at www.usdoj.gov/ust/ or from the clerk of the bankruptcy court); enter in Line b the total of the Average Monthly Payments for any debts secured by Vehicle 1, as stated in Line 47; subtract Line b from Line a and enter the result in Line 28. Do not enter an amount less than zero. <table border="1"> <tr> <td>a.</td> <td>IRS Transportation Standards, Ownership Costs</td> <td>\$</td> <td>496.00</td> </tr> <tr> <td>b.</td> <td>Average Monthly Payment for any debts secured by Vehicle 1, as stated in Line 47</td> <td>\$</td> <td>1,400.00</td> </tr> <tr> <td>c.</td> <td>Net ownership/lease expense for Vehicle 1</td> <td colspan="2">Subtract Line b from Line a.</td> </tr> </table>	a.	IRS Transportation Standards, Ownership Costs	\$	496.00	b.	Average Monthly Payment for any debts secured by Vehicle 1, as stated in Line 47	\$	1,400.00	c.	Net ownership/lease expense for Vehicle 1	Subtract Line b from Line a.		\$ 0.00
a.	IRS Transportation Standards, Ownership Costs	\$	496.00											
b.	Average Monthly Payment for any debts secured by Vehicle 1, as stated in Line 47	\$	1,400.00											
c.	Net ownership/lease expense for Vehicle 1	Subtract Line b from Line a.												

B 22C (Official Form 22C) (Chapter 13) (12/10)

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29	Local Standards: transportation ownership/lease expense; Vehicle 2. Complete this Line only if you checked the "2 or more" Box in Line 28. Enter, in Line a below, the "Ownership Costs" for "One Car" from the IRS Local Standards: Transportation (available at www.usdoj.gov/usg/ or from the clerk of the bankruptcy court); enter in Line b the total of the Average Monthly Payments for any debts secured by Vehicle 2, as stated in Line 47; subtract Line b from Line a and enter the result in Line 29. Do not enter an amount less than zero.		
	a.	IRS Transportation Standards, Ownership Costs	\$
	b.	Average Monthly Payment for any debts secured by Vehicle 2, as stated in Line 47	\$
	c.	Net ownership/lease expense for Vehicle 2	Subtract Line b from Line a.
30	Other Necessary Expenses: taxes. Enter the total average monthly expense that you actually incur for all federal, state, and local taxes, other than real estate and sales taxes, such as income taxes, self-employment taxes, social-security taxes, and Medicare taxes. Do not include real estate or sales taxes.		\$ 941.83
31	Other Necessary Expenses: involuntary deductions for employment. Enter the total average monthly deductions that are required for your employment, such as mandatory retirement contributions, union dues, and uniform costs. Do not include discretionary amounts, such as voluntary 401(k) contributions.		\$ 366.99
32	Other Necessary Expenses: life insurance. Enter total average monthly premiums that you actually pay for term life insurance for yourself. Do not include premiums for insurance on your dependents, for whole life or for any other form of insurance.		\$ 250.00
33	Other Necessary Expenses: court-ordered payments. Enter the total monthly amount that you are required to pay pursuant to the order of a court or administrative agency, such as spousal or child support payments. Do not include payments on past due obligations included in Line 49.		\$ 0.00
34	Other Necessary Expenses: education for employment or for a physically or mentally challenged child. Enter the total average monthly amount that you actually expend for education that is a condition of employment and for education that is required for a physically or mentally challenged dependent child for whom no public education providing similar services is available.		\$ 0.00
35	Other Necessary Expenses: childcare. Enter the total average monthly amount that you actually expend on childcare—such as baby-sitting, day care, nursery and preschool. Do not include other educational payments.		\$ 0.00
36	Other Necessary Expenses: health care. Enter the total average monthly amount that you actually expend on health care that is required for the health and welfare of yourself or your dependents, that is not reimbursed by insurance or paid by a health savings account, and that is in excess of the amount entered in Line 24B. Do not include payments for health insurance or health savings accounts listed in Line 39.		\$ 0.00
37	Other Necessary Expenses: telecommunication services. Enter the total average monthly amount that you actually pay for telecommunication services other than your basic home telephone and cell phone service—such as pagers, call waiting, caller id, special long distance, or internet service—to the extent necessary for your health and welfare or that of your dependents. Do not include any amount previously deducted.		\$ 150.00
38	Total Expenses Allowed under IRS Standards. Enter the total of Lines 24 through 37.		\$ 3,526.99
Subpart B: Additional Living Expense Deductions Note: Do not include any expenses that you have listed in Lines 24-37			

B 22C (Official Form 22C) (Chapter 13) (12/10)

39	Health Insurance, Disability Insurance, and Health Savings Account Expenses. List the monthly expenses in the categories set out in lines a-c below that are reasonably necessary for yourself, your spouse, or your dependents.				
	a.	Health Insurance	\$	350.00	
	b.	Disability Insurance	\$	125.00	
	c.	Health Savings Account	\$	20.00	
Total and enter on Line 39					\$ 495.00
If you do not actually expend this total amount, state your actual total average monthly expenditures in the space below: \$ _____					
40	Continued contributions to the care of household or family members. Enter the total average actual monthly expenses that you will continue to pay for the reasonable and necessary care and support of an elderly, chronically ill, or disabled member of your household or member of your immediate family who is unable to pay for such expenses. Do not include payments listed in Line 34.				\$ 100.00
41	Protection against family violence. Enter the total average reasonably necessary monthly expenses that you actually incur to maintain the safety of your family under the Family Violence Prevention and Services Act or other applicable federal law. The nature of these expenses is required to be kept confidential by the court.				\$ 0.00
42	Home energy costs. Enter the total average monthly amount, in excess of the allowance specified by IRS Local Standards for Housing and Utilities that you actually expend for home energy costs. You must provide your case trustee with documentation of your actual expenses, and you must demonstrate that the additional amount claimed is reasonable and necessary.				\$ 0.00
43	Education expenses for dependent children under 18. Enter the total average monthly expenses that you actually incur, not to exceed \$147.92 per child, for attendance at a private or public elementary or secondary school by your dependent children less than 18 years of age. You must provide your case trustee with documentation of your actual expenses, and you must explain why the amount claimed is reasonable and necessary and not already accounted for in the IRS Standards.				\$ 0.00
44	Additional food and clothing expense. Enter the total average monthly amount by which your food and clothing expenses exceed the combined allowances for food and clothing (apparel and services) in the IRS National Standards, not to exceed 5% of those combined allowances. (This information is available at www.usdoj.gov/ust/ or from the clerk of the bankruptcy court.) You must demonstrate that the additional amount claimed is reasonable and necessary.				\$ 0.00
45	Charitable contributions. Enter the amount reasonably necessary for you to expend each month on charitable contributions in the form of cash or financial instruments to a charitable organization as defined in 26 U.S.C. § 170(c)(1)-(2). Do not include any amount in excess of 15% of your gross monthly income.				\$ 0.00
46	Total Additional Expense Deductions under § 707(b). Enter the total of Lines 39 through 45.				\$ 595.00
Subpart C: Deductions for Debt Payment					
47	Future payments on secured claims. For each of your debts that is secured by an interest in property that you own, list the name of the creditor, identify the property securing the debt, state the Average Monthly Payment, and check whether the payment includes taxes or insurance. The Average Monthly Payment is the total of all amounts scheduled as contractually due to each Secured Creditor in the 60 months following the filing of the bankruptcy case, divided by 60. If necessary, list additional entries on a separate page. Enter the total of the Average Monthly Payments on Line 47.				
		Name of Creditor	Property Securing the Debt	Average Monthly Payment	Does payment include taxes or insurance?
	a.	EMC	Personal Residence	\$ 1,200.00	☐ yes ☒ no
	b.	BB&T	Commercial Property	\$ 3,500.00	☐ yes ☒ no
	c.	Bayview	Commercial Property	\$ 5,400.00	☒ yes ☐ no
			Total: Add Lines a, b, and c		\$ 12,100.00

B 22C (Official Form 22C) (Chapter 13) (12/10)

48	Other payments on secured claims. If any of debts listed in Line 47 are secured by your primary residence, a motor vehicle, or other property necessary for your support or the support of your dependents, you may include in your deduction 1/60th of any amount (the "cure amount") that you must pay the creditor in addition to the payments listed in Line 47, in order to maintain possession of the property. The cure amount would include any sums in default that must be paid in order to avoid repossession or foreclosure. List and total any such amounts in the following chart. If necessary, list additional entries on a separate page.			
		Name of Creditor	Property Securing the Debt	1/60th of the Cure Amount
	a.	EMC	Personal Residence	\$ 150.00
	b.	Chase	Rental Condo (income producing)	\$ 200.00
	c.			\$
			Total: Add Lines a, b, and c	\$ 350.00
49	Payments on prepetition priority claims. Enter the total amount, divided by 60, of all priority claims, such as priority tax, child support and alimony claims, for which you were liable at the time of your bankruptcy filing. Do not include current obligations, such as those set out in Line 33.			\$ 0.00
50	Chapter 13 administrative expenses. Multiply the amount in Line a by the amount in Line b, and enter the resulting administrative expense.			
	a.	Projected average monthly chapter 13 plan payment.		\$ 500.00
	b.	Current multiplier for your district as determined under schedules issued by the Executive Office for United States Trustees. (This information is available at www.usdoj.gov/ust/ or from the clerk of the bankruptcy court.)		x 0.06
	c.	Average monthly administrative expense of chapter 13 case		Total: Multiply Lines a and b
				\$ 29.50
51	Total Deductions for Debt Payment. Enter the total of Lines 47 through 50.			\$ 12,479.50
Subpart D: Total Deductions from Income				
52	Total of all deductions from income. Enter the total of Lines 38, 46, and 51.			\$ 16,601.49
Part V. DETERMINATION OF DISPOSABLE INCOME UNDER § 1325(b)(2)				
53	Total current monthly income. Enter the amount from Line 20.			\$ 5,795.92
54	Support income. Enter the monthly average of any child support payments, foster care payments, or disability payments for a dependent child, reported in Part I, that you received in accordance with applicable nonbankruptcy law, to the extent reasonably necessary to be expended for such child.			\$ 0.00
55	Qualified retirement deductions. Enter the monthly total of (a) all amounts withheld by your employer from wages as contributions for qualified retirement plans, as specified in § 541(b)(7) and (b) all required repayments of loans from retirement plans, as specified in § 362(b)(19).			\$ 0.00
56	Total of all deductions allowed under § 707(b)(2). Enter the amount from Line 52.			\$ 16,601.49
57	Deduction for special circumstances. If there are special circumstances that justify additional expenses for which there is no reasonable alternative, describe the special circumstances and the resulting expenses in lines a-c below. If necessary, list additional entries on a separate page. Total the expenses and enter the total in Line 57. You must provide your case trustee with documentation of these expenses and you must provide a detailed explanation of the special circumstances that make such expenses necessary and reasonable.			
		Nature of special circumstances	Amount of expense	
	a.		\$	
	b.		\$	
	c.		\$	
			Total: Add Lines a, b, and c	
				\$ 0.00

B 22C (Official Form 22C) (Chapter 13) (12/10)

8

58	Total adjustments to determine disposable income. Add the amounts on Lines 54, 55, 56, and 57 and enter the result.	\$ 16,801.49
59	Monthly Disposable Income Under § 1325(b)(2). Subtract Line 58 from Line 53 and enter the result.	\$ -10,805.60

Part VI: ADDITIONAL EXPENSE CLAIMS

60	Other Expenses. List and describe any monthly expenses, not otherwise stated in this form, that are required for the health and welfare of you and your family and that you contend should be an additional deduction from your current monthly income under § 707(b)(2)(A)(ii)(I). If necessary, list additional sources on a separate page. All figures should reflect your average monthly expense for each item. Total the expenses.	
	Expense Description	Monthly Amount
	a.	\$
	b.	\$
	c.	\$
Total: Add Lines a, b, and c		\$ 0.00

Part VII: VERIFICATION

61	I declare under penalty of perjury that the information provided in this statement is true and correct. (If this is a joint case, both debtors must sign.)	
	Date: <u>11/7/11</u> Date: <u>11/7/11</u>	Signature: <u><i>Ally G. Lerner</i></u> (Debtor) Signature: <u><i>[Signature]</i></u> (Joint Debtor, if any)

Form B 22C

Subpart C: Deductions for Debt Payment
(continuation)

47

Line	Name of Creditor	Property Securing Debt	Average Monthly Pmt	Does Payment Include Taxes or Insurance?
d.	Chase	Rental Condo	1600	No
e.	GMAC	Rental House	400	Yes

UNITED STATES BANKRUPTCY COURT

**NOTICE TO CONSUMER DEBTOR(S) UNDER §342(b)
OF THE BANKRUPTCY CODE**

In accordance with § 342(b) of the Bankruptcy Code, this notice to individuals with primarily consumer debts: (1) Describes briefly the services available from credit counseling services; (2) Describes briefly the purposes, benefits and costs of the four types of bankruptcy proceedings you may commence; and (3) Informs you about bankruptcy crimes and notifies you that the Attorney General may examine all information you supply in connection with a bankruptcy case.

You are cautioned that bankruptcy law is complicated and not easily described. Thus, you may wish to seek the advice of an attorney to learn of your rights and responsibilities should you decide to file a petition. Court employees cannot give you legal advice.

Notices from the bankruptcy court are sent to the mailing address you list on your bankruptcy petition. In order to ensure that you receive information about events concerning your case, Bankruptcy Rule 4002 requires that you notify the court of any changes in your address. If you are filing a **joint case** (a single bankruptcy case for two individuals married to each other), and each spouse lists the same mailing address on the bankruptcy petition, you and your spouse will generally receive a single copy of each notice mailed from the bankruptcy court in a jointly-addressed envelope, unless you file a statement with the court requesting that each spouse receive a separate copy of all notices.

1. Services Available from Credit Counseling Agencies

With limited exceptions, § 109(h) of the Bankruptcy Code requires that all individual debtors who file for bankruptcy relief on or after October 17, 2005, receive a briefing that outlines the available opportunities for credit counseling and provides assistance in performing a budget analysis. The briefing must be given within 180 days **before** the bankruptcy filing. The briefing may be provided individually or in a group (including briefings conducted by telephone or on the Internet) and must be provided by a nonprofit budget and credit counseling agency approved by the United States trustee or bankruptcy administrator. The clerk of the bankruptcy court has a list that you may consult of the approved budget and credit counseling agencies. Each debtor in a joint case must complete the briefing.

In addition, after filing a bankruptcy case, an individual debtor generally must complete a financial management instructional course before he or she can receive a discharge. The clerk also has a list of approved financial management instructional courses. Each debtor in a joint case must complete the course.

2. The Four Chapters of the Bankruptcy Code Available to Individual Consumer Debtors**Chapter 7: Liquidation (\$245 filing fee, \$39 administrative fee, \$15 trustee surcharge: Total fee \$299)**

1. Chapter 7 is designed for debtors in financial difficulty who do not have the ability to pay their existing debts. Debtors whose debts are primarily consumer debts are subject to a "means test" designed to determine whether the case should be permitted to proceed under chapter 7. If your income is greater than the median income for your state of residence and family size, in some cases, creditors have the right to file a motion requesting that the court dismiss your case under § 707(b) of the Code. It is up to the court to decide whether the case should be dismissed.

2. Under chapter 7, you may claim certain of your property as exempt under governing law. A trustee may have the right to take possession of and sell the remaining property that is not exempt and use the sale proceeds to pay your creditors.

3. The purpose of filing a chapter 7 case is to obtain a discharge of your existing debts. If, however, you are found to have committed certain kinds of improper conduct described in the Bankruptcy Code, the court may deny your discharge and, if it does, the purpose for which you filed the bankruptcy petition will be defeated.

4. Even if you receive a general discharge, some particular debts are not discharged under the law. Therefore, you may still be responsible for most taxes and student loans; debts incurred to pay nondischargeable taxes; domestic support and property settlement obligations; most fines, penalties, forfeitures, and criminal restitution obligations; certain debts which are not properly listed in your bankruptcy papers; and debts for death or personal injury caused by operating a motor vehicle, vessel, or aircraft while intoxicated from alcohol or drugs. Also, if a creditor can prove that a debt arose from fraud, breach of fiduciary duty, or theft, or from a willful and malicious injury, the bankruptcy court may determine that the debt is not discharged.

Chapter 13: Repayment of All or Part of the Debts of an Individual with Regular Income (\$235 filing fee, \$39 administrative fee: Total fee \$274)

1. Chapter 13 is designed for individuals with regular income who would like to pay all or part of their debts in installments over a period of time. You are only eligible for chapter 13 if your debts do not exceed certain dollar amounts set forth in the Bankruptcy Code.

2. Under chapter 13, you must file with the court a plan to repay your creditors all or part of the money that you owe them, using your future earnings. The period allowed by the court to repay your debts may be three years or five years, depending upon your income and other factors. The court must approve your plan before it can take effect.

3. After completing the payments under your plan, your debts are generally discharged except for domestic support obligations; most student loans; certain taxes; most criminal fines and restitution obligations; certain debts which are not properly listed in your bankruptcy papers; certain debts for acts that caused death or personal injury; and certain long term secured obligations.

Chapter 11: Reorganization (\$1000 filing fee, \$39 administrative fee: Total fee \$1039)

Chapter 11 is designed for the reorganization of a business but is also available to consumer debtors. Its provisions are quite complicated, and any decision by an individual to file a chapter 11 petition should be reviewed with an attorney.

Chapter 12: Family Farmer or Fisherman (\$200 filing fee, \$39 administrative fee: Total fee \$239)

Chapter 12 is designed to permit family farmers and fishermen to repay their debts over a period of time from future earnings and is similar to chapter 13. The eligibility requirements are restrictive, limiting its use to those whose income arises primarily from a family-owned farm or commercial fishing operation.

3. Bankruptcy Crimes and Availability of Bankruptcy Papers to Law Enforcement Officials

A person who knowingly and fraudulently conceals assets or makes a false oath or statement under penalty of perjury, either orally or in writing, in connection with a bankruptcy case is subject to a fine, imprisonment, or both. All information supplied by a debtor in connection with a bankruptcy case is subject to examination by the Attorney General acting through the Office of the United States Trustee, the Office of the United States Attorney, and other components and employees of the Department of Justice.

WARNING: Section 521(a)(1) of the Bankruptcy Code requires that you promptly file detailed information regarding your creditors, assets, liabilities, income, expenses and general financial condition. Your bankruptcy case may be dismissed if this information is not filed with the court within the time deadlines set by the Bankruptcy Code, the Bankruptcy Rules, and the local rules of the court.

Certificate of [Non-Attorney] Bankruptcy Petition Preparer

I, the [non-attorney] bankruptcy petition preparer signing the debtor's petition, hereby certify that I delivered to the debtor this notice required by § 342(b) of the Bankruptcy Code.

Printed name and title, if any, of Bankruptcy Petition Preparer
Address:

X

Social Security number (If the bankruptcy petition preparer is not an individual, state the Social Security number of the officer, principal, responsible person, or partner of the bankruptcy petition preparer.) (Required by 11 U.S.C. § 110.)

Signature of Bankruptcy Petition Preparer or officer,
principal, responsible person, or partner whose Social
Security number is provided above.

Certificate of the Debtor

I (We), the debtor(s), affirm that I (we) have received and read this notice.

Cathy G Lanier, Randy D Lanier
Printed Name(s) of Debtor(s)

Case No. (if known) _____

X *Cathy G Lanier* 11/7/11
Signature of Debtor Date

X *Randy D Lanier* 11/7/11
Signature of Joint Debtor (if any) Date

UNITED STATES BANKRUPTCY COURT**DISTRICT OF SOUTH CAROLINA****CHAPTER 13****LIST OF CREDITORS****CATHY G LANIER RANDY D LANIER****Secured Creditors**

BB&T of SC
PO Box 580003
Charlotte, NC 28258

Bayview Loan Servicing, LLC
4425 Ponce de Leon Blvd.
Coral Gables, FL 33146

Suntrust/Wells Fargo
1001 Semmes Avenue
Richmond, VA 23224-2245

EMC Mortgage/Chase
PO Box 293150
Lewisville, TX 75029-3150

Chase
PO Box 78420
Phoenix, AZ 85062-8420

GMAC
PO Box 9001719
Louisville, KY 40290

Unsecured Creditors

American Express
PO Box 650448
Dallas, TX 75265-0448

Chase
PO Box 15153
Wilmington, DE 19886-5153

Bank of America
PO Box 15710
Wilmington, DE 19886-5710

COPY

STATE OF SOUTH CAROLINA

FILED

IN THE COURT OF COMMON PLEAS

COUNTY OF LEXINGTON

DOCKET NO.

The Bank of New York Mellon, f/k/a The Bank of New York
 New York as successor-in-interest to JPMorgan Chase Bank, N.A. as successor in interest by merger to Bank One, N.A. as Trustee for Structured Asset Mortgage Investments Inc.,
 Mortgage Pass-Through Certificates, Series 2002-AR4,

Plaintiff,

v.

Cathy G. Lanier; Branch Banking and Trust Company; Regions Bank;

Defendant(s).

NOTICE OF FORECLOSURE INTERVENTION
 Deficiency Judgment Demanded

2013CP3201709

(006443-01216)

PLEASE TAKE NOTICE THAT pursuant to the South Carolina Supreme Court Administrative Order 2011-05-02-01, you may have a right to Foreclosure Intervention.

To be considered for any available Foreclosure Intervention, you may communicate with and otherwise deal with the Plaintiff through its law firm, Rogers Townsend & Thomas, PC.

Rogers Townsend & Thomas, PC represents the Plaintiff in this action. Our law firm does not represent you. Under our ethical rules, we are prohibited from giving you any legal advice.

You must submit any requests for Foreclosure Intervention consideration within 30 days from the date you are served with this Notice. **IF YOU FAIL, REFUSE, OR VOLUNTARILY ELECT NOT TO PARTICIPATE IN FORECLOSURE INTERVENTION, THE FORECLOSURE ACTION MAY PROCEED.**

Rogers Townsend & Thomas, PC
 ATTORNEYS FOR PLAINTIFF

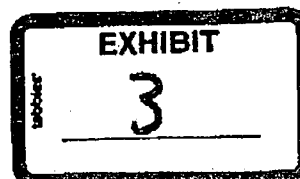
Samuel C. Waters (SC Bar #5958)
 Reginald P. Corley (SC Bar #69453)
 Ellic C. Floyd (SC Bar #68635)
 Eve Moredock Stacey (SC Bar #5300)
 William S. Koehler (SC Bar #74935)
 Jaelynn B. Goings (SC Bar #77501)
 Andrew A. Powell (SC Bar #100210)
 Mary Powers (SC Bar #16534)

220 Executive Center Drive
 Columbia, SC 29210

Cheryl H. Fisher (SC Bar #15213)
 Jennifer W. Rubin (SC Bar #16727)
 Michael P. Morris (SC Bar #73560)
 Robert P. Davis (SC Bar #74030)
 Vance L. Brannan, III (SC Bar #71250)
 Andrew W. Montgomery (SC Bar #79893)
 John F. McLeod, IV (SC Bar #100693)
 J. Pamela Price (SC Bar #014336)

Post Office Box 100200 (29202)
 (803) 744-4444

Columbia, South Carolina
 May 16, 2013



Request for Foreclosure Intervention

RTT No.: 006443-01216

This document is exchanged exclusively for the purpose of foreclosure intervention pursuant to S.C. Supreme Court Administrative Order 2011-05-02-01.

☐ I am the owner but do not occupy the property.

☒ I am the owner of and occupy the following property as my principal residence: 172 Belle Chase

Drive, Lexington, SC 29072

Is this street address correct? ☒ Yes ☐ No

If Yes, please include proof of occupancy such as a utility bill, military orders, voter registration card, etc.

If No, what is the correct street address: _____

☐ I am actively working with the mortgage company to resolve my mortgage account's delinquency and last spoke with the mortgage company on _____ *I have been told a QIR is proof requirement to current with the*

☐ I submitted a complete loss mitigation package to the mortgage company on _____ *Waiting*

I am interested in the following type(s) of loss mitigation (please note that you may not qualify for any or all of these foreclosure intervention options): *Not appropriate*

☐ Payment Plan

☐ Deed in Lieu

☐ Forbearance Agreement

☐ Short Sale

☐ Loan Modification

Other: _____

☐ I elect not to participate in any Foreclosure Intervention.

Contact #'s:

Home: _____

Work: _____

Cellular: 803-215-3634

Other: _____

May we leave a phone message? At home ☐ Yes ☒ No

On your cellular phone: ☒ Yes ☐ No At work ☐ Yes ☒ No

May we call your cell phone? ☒ Yes ☐ No

May we send you an e-mail message? ☒ Yes ☐ No

Email: Cathy@t3sc.com

PRINT NAME: Cathy G. Lunsar

Cathy G. Lunsar (Signature)

Date: 6/10/13

Please note, if you are represented by counsel in the foreclosure action Rogers Townsend & Thomas will only communicate with you through your counsel.

Rogers Townsend and Thomas PC is a debt collector. This is an attempt to collect a debt and any information obtained will be used for that purpose.

Haynsworth
Sinkler Boyd, P.A.

ATTORNEYS AND COUNSELORS AT LAW

1401 MAIN STREET, 22ND FLOOR (20201-8228)
POST OFFICE BOX 11609 (29211-1609)
COLUMBIA, SOUTH CAROLINA
TELEPHONE 803.779.3080
FACSIMILE 803.786.1243
WEBSITE www.hsblawfirm.com

MARY M. CASKEY
DIRECT DIAL NUMBER 803.640.7870
EMAIL mcaskey@hsblawfirm.com

July 30, 2013

Cathy G. Lanier
172 Belle Chase Drive
Lexington, South Carolina 29072

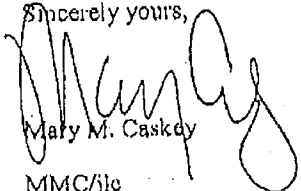
RE: *The Bank of New York Mellon, etc. v. Cathy G. Lanier, et al.*
Case No. 2013-CP-32-01709
HSB File No. 09150.0337

Dear Ms. Lanier:

We have received your request for foreclosure intervention. Chase has reviewed the status of your request and is in need of additional documentation. Within thirty (30) days of the date of this letter, provide the following to me:

- Copy of most recent quarterly or year-to-date profit and loss statement, signed and dated, showing revenue, expenses, company name and period of time covered;
- Copies of two most recent pay stubs showing year-to-date earnings;
- Fully completed IRS Form 4506T-EZ (enclosed), signed and dated within the past 90 days with the most recent tax year written in Line 6; and
- Fully completed, signed and dated Request for Mortgage Assistance (enclosed).

Sincerely yours,


Mary M. Caskey

MMC/jlc
Enclosures

Form **4506T-EZ**

(Rev. January 2012)

Department of the Treasury
Internal Revenue Service

Short Form Request for Individual Tax Return Transcript

OMB No. 1545-2164

* Request may not be processed if the form is incomplete or illegible.

Tip: Use Form 4506T-EZ to order a 1040 series tax return transcript free of charge, or you can quickly request transcript by using our automated self-help service tools. Please visit us at IRS.gov and click on "Order a Transcript" or call 1-800-833-8946.

1a Name shown on tax return. If a joint return, enter the name shown first.	1b First social security number or individual taxpayer identification number on tax return
2a If a joint return, enter spouse's name shown on tax return.	2b Second social security number or individual taxpayer identification number if joint tax return
3 Current name, address (including apt., room, or suite no.), city, state, and ZIP code (see instructions)	
4 Previous address shown on the last return filed if different from line 3 (see instructions)	

5 If the transcript is to be mailed to a third party (such as a mortgage company), enter the third party's name, address, and telephone number. The IRS has no control over what the third party does with the tax information.

JPMorgan Chase Bank, N.A.
c/o Kroll Federal Data
5200 Mahan Peak Dr.
Loveland, CO 80538

Telephone number:
866-550-5705

Caution: If the tax transcript is being mailed to a third party, ensure that you have filled in line 6 before signing. Sign and date the form once you have filled in this line. Completing this step helps to protect your privacy. Once the IRS discloses your IRS transcript to the third party listed on line 5, the IRS has no control over what the third party does with the information. If you would like to limit the third party's authority to disclose your transcript information, you can specify this limitation in your written agreement with the third party.

6 Year(s) requested. Enter the year(s) of the return transcript you are requesting (for example, "2008"). Most requests will be processed within 10 business days.

2010	2011	2012

☐ Check this box if you have notified the IRS or the IRS has notified you that one of the years for which you are requesting a transcript involved identity theft on your federal tax return.

Note: If the IRS is unable to locate a return that matches the taxpayer identity information provided above, or if IRS records indicate that the return has not been filed, the IRS may notify you or the third party that it was unable to locate a return, or that a return was not filed, whichever is applicable.

Caution: Do not sign this form unless all applicable lines have been completed.

Signature of taxpayer(s). I declare that I am the taxpayer whose name is shown on either line 1a or 2a. If the request applies to a joint return, either husband or wife must sign. Note: For transcripts being sent to a third party, this form must be received within 120 days of the signature date.

Sign Here	Signature (see instructions)	Date	Phone number of taxpayer on line 1a or 2a
	Spouse's signature	Date	

For Privacy Act and Paperwork Reduction Act Notice, see page 2.

Cat. No. 541059

Form 4506T-EZ (Rev. 1-2012)

Form 4508T-EZ (Rev. 1-2012)

Section references are to the Internal Revenue Code unless otherwise noted.

What's New

The IRS has created a page on www.irs.gov/form4508 for information about Form 4508T-EZ at <http://www.irs.gov/form4508>. Information about any recent developments affecting Form 4508T-EZ (such as legislation enacted after we released it) will be posted on that page.

Caution. Do not sign this form unless all applicable lines have been completed.

Purpose of form. Individuals can use Form 4508T-EZ to request a tax return transcript for the current and the prior three years that include most lines of the original tax return. The tax return transcript will not show payments, penalty assessments, or adjustments made to the originally filed return. You can also designate (on line 6) a third party (such as a mortgage company) to receive a transcript. Form 4508T-EZ cannot be used by taxpayers who file Form 1040 based on a tax year beginning in one calendar year and ending in the following year (fiscal tax year). Taxpayers using a fiscal tax year must file Form 4508-T, Request for Transcript of Tax Return, to request a return transcript.

Use Form 4508-T to request tax return transcripts, tax account information, W-2 information, 1099 information, verification of non-filing, and record of account.

Automated transcript request. You can quickly request transcripts by using our automated self-help service tools. Please visit us at irs.gov and click on "Order a Transcript" or call 1-800-908-0948.

Where to file. Mail or fax Form 4508T-EZ to the address below for the state you lived in when the return was filed.

If you are requesting more than one transcript or other product and the chart below shows two different addresses, send your request to the address based on the address of your most recent return.

If you filed an individual return and lived in:

Alabama, Kentucky, Louisiana, Mississippi, Tennessee, Texas, a foreign country, American Samoa, Puerto Rico, Guam, the Commonwealth of the Northern Mariana Islands, the U.S. Virgin Islands, or A.P.O. or F.P.O. address

Alaska, Arizona, Arkansas, California, Colorado, Hawaii, Idaho, Illinois, Indiana, Iowa, Kansas, Michigan, Minnesota, Montana, Nebraska, Nevada, New Mexico, North Dakota, Oklahoma, Oregon, South Dakota, Utah, Washington, Wisconsin, Wyoming

Connecticut, Delaware, District of Columbia, Florida, Georgia, Maine, Maryland, Massachusetts, Missouri, New Hampshire, New Jersey, New York, North Carolina, Ohio, Pennsylvania, Rhode Island, South Carolina, Vermont, Virginia, West Virginia

Mail or fax to the "Internal Revenue Service" at:

RAVS Team
Stop 8718 AUSO
Austin, TX 73301
512-460-2272

RAVS Team
Stop 37108
Fresno, CA 93888
559-450-5870

RAVS Team
Stop 0705 P-6
Kansas City, MO
64108
816-292-6102

Line 1b. Enter your employer identification number (EIN) if your request relates to a business return. Otherwise, enter the first social security number (SSN) or your individual taxpayer identification number (ITIN) shown on the return. For example, if you are requesting Form 1040 that includes Schedule C (Form 1040), enter your SSN.

Line 3. Enter your current address. If you use a P.O. box, include it on this line.

Line 4. Enter the address shown on the last return filed if different from the address entered on line 3.

Note. If the address on lines 3 and 4 are different and you have not changed your address with the IRS, file Form 8822, Change of Address.

Signature and date. Form 4508T-EZ must be signed and dated by the taxpayer listed on line 1a or 2a. If you completed line 5 requesting the information be sent to a third party, the IRS must receive Form 4508T-EZ within 120 days of the date signed by the taxpayer or it will be rejected. Ensure that all applicable lines are completed before signing.

Transcripts of jointly filed tax returns may be furnished to either spouse. Only one signature is required. Sign Form 4508T-EZ exactly as your name appeared on the original return. If you changed your name, also sign your current name.

Privacy Act and Paperwork Reduction Act Notice. We ask for the information on this form to establish your right to gain access to the requested tax information under the Internal Revenue Code. We need this information to properly identify the tax information and respond to your request. If you request a transcript, sections 6103 and 6109 require you to provide this information, including your SSN. If you do not provide this information, we may not be able to process your request. Providing false or fraudulent information may subject you to penalties.

Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation, and cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their tax laws. We may also disclose this information to other countries under a tax treaty, to federal and state agencies to enforce federal non-tax criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism.

You are not required to provide the information requested on a form that is subject to the Paperwork Reduction Act unless the form displays a valid OMB control number. Books or records relating to a form or its instructions must be retained as long as their contents may become material in the administration of any Internal Revenue law. Generally, tax returns and return information are confidential, as required by section 6103.

The time needed to complete and file Form 4508T-EZ will vary depending on individual circumstances. The estimated average time is: Learning about the law or the form, 8 min.; Preparing the form, 18 min.; and Copying, assembling, and sending the form to the IRS, 20 min.

If you have comments concerning the accuracy of these time estimates or suggestions for making Form 4508T-EZ simpler, we would be happy to hear from you. You can write to:

Internal Revenue Service
Tax Products Coordinating Committee
BS:W:CAP:MP:T:T:SP
1111 Constitution Ave. NW, IR-6520
Washington, DC 20224

Do not send the form to this address. Instead, see *Where to file* on this page.

REQUEST FOR MORTGAGE ASSISTANCE FORM

(Important!) To avoid delays, please make sure all pages are complete and accurate.

Loan Number: _____

Section A BORROWER		CO-BORROWER	
Borrower's Name _____		Co-Borrower's Name _____	
Social Security Number _____	Date of Birth _____	Social Security Number _____	Date of Birth _____
Home phone number with area code _____		Home phone number with area code _____	
Cell or work number with area code _____		Cell or work number with area code _____	
Email Address _____		Email Address _____	
Is any borrower a servicemember? ☐ Yes ☐ No Have you recently been deployed away from your principal residence or recently received a Permanent Change of Station (PCS) order? ☐ Yes ☐ No If yes, I intend to occupy this property as my primary residence some time in the future. ☐ Yes ☐ No Is any borrower the surviving spouse of a deceased servicemember who was on active duty at the time of death? ☐ Yes ☐ No			
I want to: ☐ Keep the Property ☐ Sell the Property ☐ Release the Property to avoid foreclosure (Deed in Lieu) The property is my: ☐ Primary Residence ☐ Second Home ☐ Investment The property is: ☐ Owner Occupied ☐ Renter Occupied ☐ Vacant			
Have you previously requested mortgage payment assistance through Chase? ☐ Yes ☐ No How many single family properties other than your principal residence do you and/or any co-borrower(s) own individually, jointly, or with others? _____ Have you ever had a Home Affordable Modification Program (HAMP) trial period plan or permanent modification on your principal residence? ☐ Yes ☐ No Have you or any co-borrower had a permanent HAMP modification on any other property you own? ☐ Yes ☐ No If "Yes", how many? _____ Are you or any co-borrower currently in or being considered for a HAMP trial period plan on a property other than your principal residence? ☐ Yes ☐ No			
Complete this section ONLY if you are requesting mortgage assistance in connection with property that is not your principal residence. Is the mortgage on your principal residence paid? ☐ Yes ☐ No If "No", number of months your payment is past due (if known): _____			
Number of People in Household: _____			
Mailing address: _____			
Property address (if same as mailing address, just write "same"): _____			
Is the property listed for sale? ☐ Yes ☐ No If yes, what was the listing date? _____ Have you received an offer on the property? ☐ Yes ☐ No Date of Offer: _____ Amount of Offer: _____ Closing Date: _____ Agent's Name: _____ Agent's Phone Number: _____ For Sale by Owner? ☐ Yes ☐ No		Have you contacted a credit counseling agency for help? ☐ Yes ☐ No If yes, please complete the following: Counselor's Name: _____ Agency Name: _____ Counselor's Phone Number: _____ Counselor's Email: _____	
Who pays the real estate tax bill on your property? ☐ I do ☐ Lender does ☐ Paid by condo or HOA Are the taxes current? ☐ Yes ☐ No Condominium or HOA Fees? ☐ Yes ☐ No \$ _____ per month Are the fees paid current? ☐ Yes ☐ No Name and address that fees are paid to: _____		Who pays the hazard insurance premium for your property? ☐ I do ☐ Lender does ☐ Paid by condo or HOA Is the policy current? ☐ Yes ☐ No Name of Insurance Co.: _____ Insurance Co. Phone Number: _____	

REQUEST FOR MORTGAGE ASSISTANCE FORM

CHASE

Important! To avoid delays, please make sure all pages are complete and accurate.

Loan Number: _____

Section B REQUIRED DOCUMENTATION/HARDSHIP AFFIDAVIT	
Describe your hardship: _____	
Date situation began is: _____	
I believe that my situation is: ☐ Short-term (under 6 months) ☐ Medium-term (6-12 months) ☐ Long-term or permanent (greater than 12 months)	
I am having difficulty making my monthly payment because of reasons set forth below: (Please check all that apply and submit required documentation demonstrating your hardship. If your mortgage loan is insured or guaranteed by the Federal Housing Administration (FHA), Veterans Administration (VA) or Rural Housing Service (RHS), hardship documentation is not required but you must submit all financial documentation that supports your request for assistance.)	
☐ Unemployment	• A copy of your benefits statement or letter detailing the amount, frequency and duration of your unemployment benefits
☐ Underemployment	• No hardship documentation required, as long as you have submitted the income documentation that supports the income
☐ Income reduction (e.g., elimination of overtime, reduction in regular working hours, or a reduction in base pay)	• No hardship documentation required, as long as you have submitted the income documentation that supports the income
☐ Divorce or legal separation; separation of borrowers unrelated by marriage, civil union or similar domestic partnership under applicable law	• Divorce decree signed by the court OR • Separation agreement signed by the court OR • Current credit report evidencing divorce, separation, or non-occupying borrower has a different address OR • Recorded judicial deed evidencing that the non-occupying borrower or co-borrower has relinquished all rights to the property
☐ Death of a borrower or death of either the primary or secondary wage earner in the household or dependent family member	• Death certificate OR • Obituary or newspaper article reporting the death
☐ Long-term or permanent disability; serious illness of a borrower/co-borrower or dependent family member	• Signed letter from a doctor certifying that you are under their care. Do not provide medical records or any details of your illness or disability OR • Written statement or other documentation verifying disability or illness OR • Proof of monthly insurance benefits or government assistance (if applicable)
☐ Disaster (natural or man-made) adversely impacting the property or borrower's place of employment	• Insurance claim OR • Federal Emergency Management Agency grant or Small Business Administration loan OR • Borrower or employer properly located in a federally declared disaster area
☐ Distant employment transfer	• Proof of transfer OR • Military Permanent Change of Station (PCS)
☐ Excessive obligations	• No hardship documentation required, as long as you have submitted the income documentation that supports the income
☐ Business failure	• Tax return from the previous year (including all schedules) AND • Proof of business failure supported by one of the following: • Bankruptcy filing for the business; or • Two months recent bank statements for the business account evidencing cessation of business activity; or • Most recent signed and dated quarterly or year-to-date profit and loss statement
☐ Payment increase	• No hardship documentation required, as long as you have submitted the income documentation that supports the income
☐ Other _____	
If you have income from rental properties that are not your principal residence, you must provide a copy of the current lease agreement with bank statements showing deposit of rent checks.	

REQUEST FOR MORTGAGE ASSISTANCE FORM

Important! To avoid delays, please make sure all pages are complete and accurate.

Loan Number: _____

Section C ADDITIONAL LIENS/MORTGAGES OR JUDGMENTS Complete if applicable.			
☐ Check this box if this section does not apply to you.			
Lien Holder's Name/Service	Balance	Phone Number	Reference Number/Loan Number

A lien is a legal claim on property to secure a loan or debt until paid off. It is put in place by contract or court order.

Section D BANKRUPTCY Complete if applicable.			
☐ Check this box if this section does not apply to you.			
Have you filed for bankruptcy?	☐ Yes ☐ No	If yes: ☐ Chapter 7 ☐ Chapter 13	Filing Date: _____
Has your bankruptcy been discharged?	☐ Yes ☐ No	Bankruptcy case number: _____	

Section E INCOME/EXPENSES FOR HOUSEHOLD	
EMPLOYMENT INFORMATION	
Borrower Monthly Income: \$ _____	Co-Borrower Monthly Income: \$ _____
Employer 1 Name: _____	Employer 1 Name: _____
Employer 1 Address: _____	Employer 1 Address: _____
Employment Start Date: _____	Employment Start Date: _____
Employer 2 Name: _____	Employer 2 Name: _____
Employer 2 Address: _____	Employer 2 Address: _____
Employment Start Date: _____	Employment Start Date: _____
Are you self-employed? ☐ Yes ☐ No	Are you self-employed? ☐ Yes ☐ No

OTHER INCOME/EXPENSES	
Is there a person not on the mortgage note who lives in the residence and contributes financially to the household? ☐ Yes ☐ No	
If yes, complete the following:	
First and Last Name: _____	
Monthly amount contributed to the household (not including the amount contributed to the Mortgage): \$ _____	
Monthly amount contributed to the Mortgage: \$ _____	
Are there living expenses for this person? ☐ Yes ☐ No	
If yes, monthly amount of expenses: _____	

REQUEST FOR MORTGAGE ASSISTANCE FORM

Important!! To avoid delays, please make sure all pages are complete and accurate.

Loan Number: _____

HOUSEHOLD INCOME		HOUSEHOLD EXPENSES/DEBT		HOUSEHOLD ASSETS (associated with the property and/or borrowed) (excluding retirement funds)	
Monthly Gross Wages	\$	Monthly First Mortgage Principal and Interest Payment ¹	\$	Checking Account(s)	\$
Monthly Self-Employment Income	\$	Monthly Second Mortgage Principal and Interest Payment ¹	\$	Checking Account(s)	\$
Monthly Overtime	\$	Monthly Homeowners' Insurance ¹	\$	Savings/Money Market	\$
Monthly Unemployment Income	\$	Monthly Property Taxes ¹	\$	CDs	\$
Monthly Tips, Commissions, Bonus	\$	Monthly HOA/Condo Fees/Property Maintenance ¹	\$	Stocks/Bonds	\$
Monthly Non-Taxable Social Security/SSDI	\$	Monthly Mortgage Payments on Other Properties ¹	\$	Other Cash on Hand	\$
Monthly Taxable Social Security Benefits or Other Monthly Income from Annuities or Retirement Plans	\$	Monthly Credit Cards/Installment Loan(s) (Total Minimum Payment)	\$	Other Real Estate (estimated value)	\$
Monthly Child Support/Alimony ²	\$	Monthly Child Support/Alimony Payments	\$	Other _____	\$
Monthly Gross Rents Received ³	\$	Monthly Auto Lease/Payment	\$	Total Assets	\$
Monthly Food Stamps/Welfare	\$	Monthly Other _____	\$		
Monthly Other _____	\$	Total Monthly Expenses/Debt	\$		
Total Monthly Income	\$				

¹ The amount of the monthly payment made to your lender - including, if applicable, monthly principal, interest, real property taxes and insurance premiums.² Notice: Alimony, child support, or separate maintenance income need not be reported if you do not choose to have it considered for repaying this loan.³ Include rental income received from all properties you own EXCEPT a property for which you are seeking mortgage assistance in Section H.⁴ Include mortgage payments on all properties you own EXCEPT your principal residence and the property for which you are seeking mortgage assistance in Section H.**Section F: DODD-FRANK CERTIFICATION**

The following information is requested by the federal government in accordance with the Dodd-Frank Wall Street Reform and Consumer Protection Act (Pub. L. 111-203). You are required to furnish this information. The law provides that no person shall be eligible to begin receiving assistance from the Making Home Affordable Program, authorized under the Emergency Economic Stabilization Act of 2008 (12 U.S.C. §201 et seq.), or any other mortgage assistance program authorized or funded by that Act, if such person, in connection with a mortgage or real estate transaction, has been convicted, within the last 10 years, of any one of the following: (A) felony larceny, theft, fraud, or forgery; (B) money laundering; or (C) tax evasion.

I/we certify under penalty of perjury that I/we have not been convicted within the last 10 years of any one of the following in connection with a mortgage or real estate transaction:

- (a) felony larceny, theft, fraud, or forgery;
- (b) money laundering; or
- (c) tax evasion.

I/we understand that the servicer, the U.S. Department of the Treasury, or their agents may investigate the accuracy of my statements by performing routine background checks, including automated searches of federal, state and county databases, to confirm that I/we have not been convicted of such crimes. I/we also understand that knowingly submitting false information may violate federal law.

If you have been convicted of one of the mortgage or real estate crimes listed above within the last 10 years, you must cross out this section. You will be considered for other mortgage assistance options that are not a part of the Making Home Affordable Program.

This certification is a statement on the veracity of the data listed below or the data received by your servicer.

REQUEST FOR MORTGAGE ASSISTANCE FORM

Important! To avoid delays, please make sure all pages are complete and accurate.

Loan Number: _____

Section G**OTHER PROPERTIES OWNED**☐ Check this box if this section does not apply to you.

For the amount of the monthly payment, include, if applicable, monthly principal, interest, real property taxes and insurance premiums. You must provide information about all properties that you or the co-borrower own, other than your principal residence and any property described below. Use additional sheets if necessary.

PROPERTY #1

Property Address: _____ Loan I.D. Number: _____
 First Mortgage Servicer Name: _____ Mortgage Balance \$ _____ Current Value \$ _____
 Second Mortgage Servicer Name: _____ Mortgage Balance \$ _____ Current Value \$ _____
 Property is: ☐ Vacant ☐ Second or Seasonal Home ☐ Rented
 Gross Monthly Rent \$ _____ Monthly Mortgage Payment \$ _____

PROPERTY #2

Property Address: _____ Loan I.D. Number: _____
 First Mortgage Servicer Name: _____ Mortgage Balance \$ _____ Current Value \$ _____
 Second Mortgage Servicer Name: _____ Mortgage Balance \$ _____ Current Value \$ _____
 Property is: ☐ Vacant ☐ Second or Seasonal Home ☐ Rented
 Gross Monthly Rent \$ _____ Monthly Mortgage Payment \$ _____

PROPERTY #3

Property Address: _____ Loan I.D. Number: _____
 First Mortgage Servicer Name: _____ Mortgage Balance \$ _____ Current Value \$ _____
 Second Mortgage Servicer Name: _____ Mortgage Balance \$ _____ Current Value \$ _____
 Property is: ☐ Vacant ☐ Second or Seasonal Home ☐ Rented
 Gross Monthly Rent \$ _____ Monthly Mortgage Payment \$ _____

PROPERTY #4

Property Address: _____ Loan I.D. Number: _____
 First Mortgage Servicer Name: _____ Mortgage Balance \$ _____ Current Value \$ _____
 Second Mortgage Servicer Name: _____ Mortgage Balance \$ _____ Current Value \$ _____
 Property is: ☐ Vacant ☐ Second or Seasonal Home ☐ Rented
 Gross Monthly Rent \$ _____ Monthly Mortgage Payment \$ _____

PROPERTY #5

Property Address: _____ Loan I.D. Number: _____
 First Mortgage Servicer Name: _____ Mortgage Balance \$ _____ Current Value \$ _____
 Second Mortgage Servicer Name: _____ Mortgage Balance \$ _____ Current Value \$ _____
 Property is: ☐ Vacant ☐ Second or Seasonal Home ☐ Rented
 Gross Monthly Rent \$ _____ Monthly Mortgage Payment \$ _____

REQUEST FOR MORTGAGE ASSISTANCE FORM

Important! To avoid delays, please make sure all pages are complete and accurate.

Loan Number: _____

Section H**OTHER PROPERTY FOR WHICH ASSISTANCE IS REQUESTED**

Complete this section ONLY if you are requesting mortgage assistance with a property that is not your principal residence.

☐ Check this box if this section does not apply to you.I am requesting mortgage assistance with a rental property. ☐ Yes ☐ NoI am requesting mortgage assistance with second or seasonal home. ☐ Yes ☐ NoI am requesting mortgage assistance for a home that is no longer my primary residence due to an out of area job transfer or foreign service assignment. I intend to occupy this property as my primary residence sometime in the future. ☐ Yes ☐ NoIf "Yes" to any of these statements, I want to: ☐ Keep the property ☐ Sell the property ☐ Release the Property in full (foreclosure) (Deed in Lieu)

Property Address: _____

Loan I.D. Number: _____

Do you have a second mortgage on the property? ☐ Yes ☐ No If "Yes", Servicer Name: _____

Loan I.D. Number: _____

Do you have condominium or homeowners association (HOA) fees? ☐ Yes ☐ No If "Yes", Monthly Fee \$ _____Are HOA fees paid current? ☐ Yes ☐ No

Name and address that fees are paid to: _____

Does your mortgage payment include taxes and insurance? ☐ Yes ☐ NoIf "No", are the taxes and insurance paid current? ☐ Yes ☐ No

Annual Homeowners' Insurance \$ _____

Annual Property Taxes \$ _____

If requesting assistance with a rental property, property is currently:

☐ Vacant and available for rent.☐ Occupied without rent by your legal dependent, parent or grandparent as their principal residence.☐ Occupied by a tenant as their principal residence.☐ Other _____

If rental property is occupied by tenant: Term of lease/occupancy MM/DD/YYYY - MM/DD/YYYY Gross Monthly Rent \$ _____

If rental property is vacant, describe efforts to rent property: _____

If applicable, describe relationship of and duration of non-rent paying occupant of rental property: _____

Is the property for sale? ☐ Yes ☐ No If "Yes", Listing Agent's Name: _____ Phone Number: _____List Date: _____ Have you received a purchase offer? ☐ Yes ☐ No Amount of Offer: _____ Closing Date: _____**RENTAL PROPERTY CERTIFICATION**

You must complete this certification if you are requesting a mortgage modification with respect to a rental property.

☐ Check this box if this section does not apply to you.

1. I intend to rent the property to a tenant or tenants for at least five years following the effective date of my mortgage modification. I understand that the servicer, the U.S. Department of the Treasury, or their respective agents may ask me to provide evidence of my intention to rent the property during such time. I further understand that such evidence must show that I used reasonable efforts to rent the property to a tenant or tenants on a year-round basis, if the property is or becomes vacant during such a five-year period.

Note: The term "reasonable efforts" includes, without limitation, advertising the property for rent in local newspapers, websites or other commonly used forms of written or electronic media, and/or engaging a real estate or other professional to assist in renting the property. In either case, at or below market rent.

2. The property is not my secondary residence and I do not intend to use the property as a secondary residence for at least five years following the effective date of my mortgage modification. I understand that if I do use the property as a secondary residence during such five-year period, my use of the property may be considered to be inconsistent with the certifications I have made herein.

Note: The term "secondary residence" includes, without limitation, a second home, vacation home or other type of residence that I personally use or occupy on a part-time, seasonal or other basis.

3. I do not own more than five (5) single-family homes (i.e., one-to-four unit properties) (exclusive of my principal residence).

Notwithstanding the foregoing conditions, I may at any time sell the property, occupy it as my personal residence, or permit my legal dependent, parent or grandparent to occupy it as their principal residence with no rent charged or collected, none of which will be considered to be inconsistent with the certifications made herein.

This certification is effective on the earlier of the dates listed below or the date the RMA is received by your servicer.

- ☐ By checking this box and initialing below, I am requesting a mortgage modification under MHA with respect to the rental property described in this section and I hereby certify under penalty of perjury that each of the statements above are true and correct with respect to that property.

Initials: Borrower _____ Co-Borrower _____

REQUEST FOR MORTGAGE ASSISTANCE FORM

Important! To avoid delays, please make sure all pages are complete and accurate.

Loan Number: _____

Section I**INFORMATION FOR GOVERNMENT MONITORING PURPOSES**

The following information is requested by the federal government in order to monitor compliance with federal statutes that prohibit discrimination in housing. You are not required to furnish this information, but are encouraged to do so. The law provides that a lender or servicer may not discriminate either on the basis of this information, or on whether you choose to furnish it. If you furnish the information, please provide both ethnicity and race. For race, you may check more than one designation. If you do not furnish ethnicity, race, or sex, the lender or servicer is required to note the information on the basis of visual observation or surname if you have made this request for a loan modification in person. If you do not wish to furnish the information, please check the box below.

Borrower:	☐ I do not wish to furnish this information	Co-Borrower:	☐ I do not wish to furnish this information
Ethnicity:	☐ Hispanic or Latino ☐ Not Hispanic or Latino	Ethnicity:	☐ Hispanic or Latino ☐ Not Hispanic or Latino
Race:	☐ American Indian or Alaska Native ☐ Asian ☐ Black or African American ☐ Native Hawaiian or Other Pacific Islander ☐ White	Race:	☐ American Indian or Alaska Native ☐ Asian ☐ Black or African American ☐ Native Hawaiian or Other Pacific Islander ☐ White
Sex:	☐ Female ☐ Male	Sex:	☐ Female ☐ Male

HOMEOWNERS HOTLINE

If you have questions about this document or the modification process, please call your Servicer. If you have questions about the program that your Servicer cannot answer or need further counseling, you can call the Homeowner's HOPE™ Hotline at 888-996-HOPE (4673). The Hotline can help answer questions about the program and offers free HUD-certified counseling services in English and Spanish.

888-996-HOPE™
Homeowner's HOPE™ Hotline

NOTICE TO BORROWERS

Be advised that by signing this document you understand that any documents and information you submit to your Servicer in connection with the Making Home Affordable Program are under penalty of perjury. Any misstatement of material fact made in the completion of these documents including but not limited to misstatement regarding the occupancy in your home, hardship circumstances, and/or income, expenses, or assets will subject you to potential criminal investigation and prosecution for the following crimes: perjury, false statements, mail fraud, and wire fraud. The information contained in these documents is subject to examination and verification. Any potential misrepresentation will be referred to the appropriate law enforcement authority for investigation and prosecution. By signing this document, you certify, represent and agree that: "Under penalty of perjury, all documents and information I have provided to Lender in connection with the Making Home Affordable Program, including the documents and information regarding my eligibility for the program, are true and correct."

If you are aware of fraud, waste, abuse, mismanagement or misrepresentation affiliated with the Troubled Asset Relief Program, please contact the SIGTARP Hotline by calling 1-877-SIG-2009 (toll-free), 202-622-4559 (fax), or www.sigta.gov. Mail can be sent to Hotline Office of the Special Inspector General for Troubled Asset Relief Program, 1801 L St. NW, Washington, DC 20220.



REQUEST FOR MORTGAGE ASSISTANCE FORM

Important! To avoid delays, please make sure all pages are complete and accurate.

Loan Number: _____

Section 1

ACKNOWLEDGEMENT AND AGREEMENT

In making this request for consideration I certify under penalty of perjury:

1. I understand the Servicer may pull a current credit report on all borrowers obligated on the Note.
2. I am willing to commit to credit counseling if it is determined that my financial hardship is related to excessive debt.
3. If I was discharged in a Chapter 7 bankruptcy proceeding subsequent to the execution of the Loan Documents, or am currently entitled to the protections of any automatic stay in bankruptcy, I acknowledge that Servicer is providing the information about the mortgage relief program at my request and for informational purposes, and not as an attempt to impose personal liability for the debt evidenced by the Note.
4. I understand that if the Servicer offers me a Trial Period Plan and I fail to accept or complete the trial plan for any reason, including, for example, declining the trial plan offer, failing to accept the trial plan offer, failing to make trial plan payments in a timely manner or failing to accept a final modification at the end of the trial period, I may permanently lose eligibility for a modification under the Making Home Affordable Program and any other modification program offered by the Servicer.
5. If I am eligible for a trial period plan, repayment plan or forbearance plan, and I accept and agree to all terms of such plan, I also agree that the terms of this Acknowledgment and Agreement are incorporated into such plan by reference as if set forth in such plan in full. My first timely payment following my Servicer's determination and notification of my eligibility or prequalification for a trial period plan, repayment plan or forbearance plan (when applicable) will serve as acceptance of the terms set forth in the notice sent to me that sets forth the terms and conditions of the trial period plan, repayment plan or forbearance plan.
6. I agree that when the Servicer accepts and posts a payment during the term of any repayment plan, trial period plan or forbearance plan it will be without prejudice to, and will not be deemed a waiver of, the acceleration of my loan or foreclosure action and related activities and shall not constitute a cure of my default under my loan unless such payments are sufficient to completely cure my entire default under my loan.
7. I agree that any prior waiver as to my payment of escrow items to Servicer in connection with my loan has been revoked.
8. If I qualify for and enter into a repayment plan, forbearance plan or trial period plan, I agree to the establishment of an escrow account and the payment of escrow items if an escrow account never existed on my loan.
9. I consent to being contacted concerning this request for mortgage assistance at any email address or cellular or mobile telephone number I have provided to the Lender. This includes text messages and telephone calls to my cellular or mobile telephone.
10. That all of the information in this document is truthful and the hardship(s) identified on page 2 is/are the reason that I need to request a modification of the terms of my mortgage loan, a short sale or a deed-in-lieu of foreclosure.
11. I understand that the Servicer, the U.S. Department of Treasury, owner or guarantor of my mortgage or their agents may investigate the accuracy of my statements and may require me to provide additional supporting documentation. I also understand that knowingly submitting false information may violate federal and other applicable law.
12. I understand that if I have intentionally defaulted on my existing mortgage, engaged in fraud or if it is determined that any of my statements or any information contained in the documentation that I provide are materially false and that I was ineligible for assistance under MHA, the Servicer, the U.S. Department of the Treasury, or their respective agents may terminate my participation in MHA, including any right to future benefits and incentives that otherwise would have been available under the program, and also may seek other remedies available at law and in equity, such as recouping any benefits or incentives previously received.
13. The property that I am requesting mortgage assistance for is able to be lived in and it has not been or is at risk of being condemned. There has been no change in the ownership of the Property since I signed the documents for the mortgage that I want to modify.
14. I am willing to provide all requested documents and to respond to all Servicer questions in a timely manner. I understand that time is of the essence.
15. I understand that the Servicer will use the information in this document to evaluate my eligibility for a loan modification or short sale or deed-in-lieu of foreclosure, but the Servicer is not obligated to offer me assistance based solely on the statements in this document or other documentation submitted in connection with this request.
16. I understand that the Servicer will collect and record personal information, including, but not limited to, my name, address, telephone number, Social Security Number, credit score, income, payment history, government monitoring information and information about account balances and activity. I understand and consent to the disclosure of my personal information and the terms of any mortgage relief or foreclosure alternative that I receive by the Servicer to (a) the U.S. Department of the Treasury; (b) Fannie Mae and Freddie Mac in connection with their responsibilities under the Homeowner Affordability and Stability Plan; (c) any investor, insurer, guarantor or Servicer that owns, insures, guarantees or services my first lien or subordinate lien (if applicable) mortgage loan(s); (d) companies that perform support services in conjunction with any other mortgage relief program; and (e) any HUD-certified housing counselor.
17. I understand that I have the right to a copy of any property valuation used in connection with the decision on the request for a modification. If I want to receive a copy of the valuation, I will submit a request with my name, address and loan number within 90 days of the date that Servicer makes a decision on my request at the following address: Chase, Allen Research Dept, PO Box 24898, Columbus OH 43224-0898 or by fax at 614-422-7076.
18. If I or someone on my behalf has submitted a FDCPA Cease and Desist notice to my Servicer, I hereby withdraw such notice and understand that Servicer must contact me through the loan modification process or to find other alternatives to foreclosure.

REQUEST FOR MORTGAGE ASSISTANCE FORM

Important! To avoid delays, please make sure all pages are complete and accurate.

Loan Number: _____

By signing this document, I/we certify that all the information is truthful. I/we understand that knowingly submitting false information may constitute fraud.

Borrower Signature _____

Date _____

Co-Borrower Signature _____

Date _____

TO BE COMPLETED BY INTERVIEWER

This request was taken by:

- ☐ Face-to-face Interview
☐ Mail
☐ Telephone
☐ Internet

Loan Number _____

Interviewer's Name (print or type) & ID Number _____

Name/Address of Interviewer's Employer _____

Interviewer's Signature _____

Date _____

Interviewer's Phone Number (include area code) _____

Servicer/Interviewer's Email Address _____

Interviewer's Fax Number _____

172 Belle Chase Drive
Lexington, SC 29072
August 28, 2013

Mary M. Caskey
Haynsworth, Sinkler, Boyd, PA
PO Box 11889
Columbia, SC 29211-1889

RE: The Bank of New York Mellon, etc. v. Cathy G. Lanier, et al.
Case No. 2013-CP-32-01709
HSB File No. 09150.0337

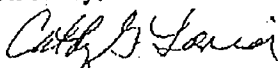
Dear Ms. Caskey:

I have received your letter regarding foreclosure intervention. While I appreciate the offer, I believe such an offer is quite premature at this point, as we have not established if there was ever a debtor/creditor relationship between your client and me. The documents I have requested, as well as others that will be requested during discovery pertaining to the nature of any transactions your client claims to have done to loan me money, will help me to determine if, in fact, there exists anything valid to allow for a foreclosure lawsuit to proceed.

I will be happy to discuss intervention options once we have established that your client and I have entered into a legal mortgage agreement.

Thank you for your assistance in this matter.

Sincerely,


Cathy G. Lanier

STATE OF SOUTH CAROLINA
COUNTY OF LEXINGTON

IN THE COURT OF COMMON PLEAS

Case No. 2013-CP-32-01709

The Bank of New York Mellon, f/k/a The Bank of New York as successor-in-interest to JPMorgan Chase Bank, N.A. as successor-in-interest by merger to Bank One, N.A. as Trustee for Structured Asset Mortgage Investments Inc., Mortgage Pass-Through Certificates, Series 2002-AR4,

Plaintiff,

vs.

Cathy G. Lanier; Branch Banking and Trust Company; Regions Bank,

Defendants.

FILED
CLERK OF COURT
LEXINGTON, SC

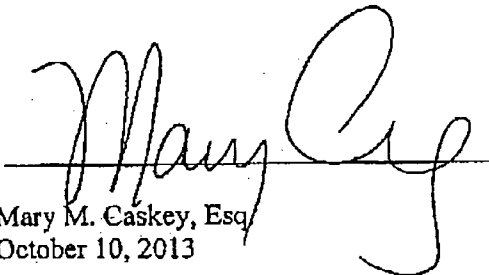
CERTIFICATION OF COUNSEL
(Administrative Order 2011-05-02-01)

I, Mary M. Caskey, as counsel for Plaintiff, do hereby certify as follows:

1. According to the pleadings filed in this case, pursuant to Administrative Order, 2011-05-02-01, of the South Carolina Supreme Court concerning Mortgage Foreclosure Actions, Defendant Cathy G. Lanier ("Defendant") was served with a Notice of Foreclosure Intervention filed May 17, 2013.

2. Although Defendant responded that she was interested in foreclosure intervention, Defendant never responded to the request for foreclosure intervention with the financial documents necessary to evaluate Defendant's eligibility for certain foreclosure intervention options. Defendant has been afforded a full and fair opportunity to submit any information or data pertaining to her loan or personal circumstances for consideration by Plaintiff. Thus, I am informed and believe that the foreclosure intervention process is complete.

DM: 1521801 V. 11


Mary M. Caskey, Esq.
October 10, 2013

DM: 1521801 V. 12

ORIGINAL

STATE OF SOUTH CAROLINA **FILED** IN THE COURT OF COMMON PLEAS
 COUNTY OF LEXINGTON 11TH JUDICIAL CIRCUIT

CASE NO.: 2013-CP-32-01709

The Bank of New York Mellon, f/k/a
 The Bank of New York as successor-in-
 Interest to JPMorgan Chase Bank, N.A.
 As successor-in-interest by merger to
 Bank One, N.A. as Trustee for Structured
 Asset Mortgage Investments Inc.,
 Mortgage Pass-Through Certificates,
 Series 2002-AR4,

Plaintiff,

Vs.

Cathy G. Lanier; Branch Banking and
 Trust Company; Regions Bank,

Defendants.

**DEFENDANT'S RESPONSE TO PLAINTIFF'S
 MEMORANDUM IN SUPPORT OF THEIR
 MOTION FOR SUMMARY JUDGMENT
 AND IN OPPOSITION TO DEFENDANT'S
 MOTION FOR SUMMARY JUDGMENT**

Plaintiff, The Bank of New York Mellon ("Plaintiff") has emailed Defendant a new Memorandum in support of their Motion for Summary Judgment and in opposition to Defendant's Motion for Summary Judgment. As this was received by Defendant less than 24 hours prior to the hearing scheduled for October 29, 2015, Defendant has not had adequate time to sort out the specific issues addressed, but will submit the following in response to the main points:

Plaintiff continues to cite their "because we said so" reasons that they have standing and have still failed to provide the proof of such. The burden of proof is on them in this matter, and they have failed, except to repeatedly claim standing, to meet that burden. The affidavit supplied with their Motion for Summary Judgment is merely hearsay, as it is not from a representative with first-hand knowledge of the business records of all the servicers and others who have been affiliated with the subject loan from its inception. This affidavit, or personal testimony of this individual would fail to meet the requirements of a first-hand knowledge testimony of business records or anything else related to this case.

Although it is not her responsibility to disprove standing, she will place into evidence at the October 29, 2015 hearing, numerous documents that will serve to do just that. In the absence of Plaintiff providing evidence to prove their standing, the court must rule that they do not possess it.

In the matter of the dispute as to whether there is or is not a debt owed, Plaintiff has not supplied any complete evidence of accurate payment records, and Defendant will bring enough proof of her own banking data and records to the hearing to demonstrate that the "payment records" provided by Plaintiff or its co-conspirator, JP Morgan Chase Bank are likely fabricated, as it is clear that the original servicer, Alliance Mortgage, kept no or minimal but inaccurate records that were then passed on, including their errors, to EMC Mortgage and finally to Chase.

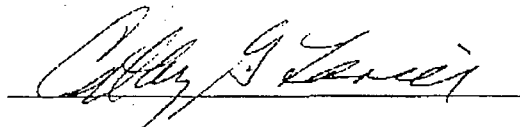
Plaintiff makes a desperate attempt to use the bankruptcy schedules of Defendant as a demonstration of "accounting," when that is simply not the case. Bankruptcy schedules are based on the amounts CLAIMED by creditors to be owed – they have nothing to do with reality or a true accounting. Defendant was instructed to use the figure CLAIMED by EMC Mortgage on the last available statement in her schedules, and that is what she did. She later amended these schedules to dispute the very existence of a debt from EMC Mortgage at all.

As regards the issue relating to the Supreme Court's Administrative Orders, Defendant will bring the offers and submit them into evidence to prove that she has been given the opportunity to submit the paperwork that she is currently working to prepare. Defendant's tax information was not available until about a week ago, and Ms. Caskey's email of August 15, 2015 (see Exhibit A) indicates that Defendant is "free to provide the documents when you are able, and a review will be conducted once a complete application is received." Now that the accounting appears to prove there is no debt owed, however, Defendant would need a "to the penny" accounting to prove what, if anything is owed, before engaging in a modification of any type. Once that is accomplished, if

there is a validated debt owed, Defendant will submit the paperwork to engage with Chase to restructure a loan for the remainder of the balance.

WHEREFORE, Defendant prays that the Court dismiss Plaintiff's Motion for Summary Judgment, and grant Defendant's Motion for Summary Judgment, or in the alternative, to dismiss with prejudice the foreclosure case due lack of standing of the Plaintiff, inability to provide an accounting to substantiate a debt is owed and HMP violations and sanction Plaintiff and related parties, such as Chase for its violations, and causing harm and damage to Defendant. Defendant requests any such other and further relief as the court deems appropriate in an attempt to restore her life to the status quo it was before this action was raised.

Respectfully submitted,



CATHY G LANIER, Pro Se

Cathy G. Lanier
172 Belle Chase Drive
Lexington, SC 29072
803-315-3636
803-359-7031 (fax)
cathy@tsisc.com
Pro Se

Lexington, SC
October 28, 2015

Exhibit A

Cathy Lanier**Subject:** FW: BNYM v. Lanier; request for modification

From: Caskey, Mary [<mailto:mcaskey@hsblawfirm.com>]
Sent: Saturday, August 15, 2015 1:21 PM
To: Cathy Lanier
Subject: BNYM v. Lanier; request for modification

Ms. Lanier: I'm in receipt of your complaint with the Executive Office of Chase requesting an extension to provide the necessary documents to be considered for a loan modification. Please accept this email as a response. As indicated below, you are free to provide the documents when you are able, and a review will be conducted once a complete application is received. Should you have any further questions, please let me know.

Mary

**Haynsworth
Sinkler Boyd, PA**

ATTORNEYS AND COUNSELORS AT LAW

Mary M. Caskey | Attorney | Haynsworth Sinkler Boyd, P.A.

1201 Main Street, 22nd Floor (29201) | Post Office Box 11889 (29211) | Columbia, South Carolina
Phone: 803.779.3080 | Fax: 803.765.1243 | Direct: 803.540.7870[website](#) | [bio](#) | [vCard](#) | [map](#) | [email](#)

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