

STATE OF SOUTH CAROLINA
In the Court of Appeals

APPEAL FROM CLARENDON COUNTY
Court of Common Pleas

W.B. McCullough, Special Referee

RECEIVED

APR 05 2019

Case Number: 2018-002189

Court of Appeals

Wilmington Savings Fund Society, FSB, D/B/A Christina Trust as Owner Trustee of the
Residential Credit Opportunities Trust V Respondent,

v.

Leroy Hooks, II and Ford Motor Credit Company, LLC Defendants,

Of Whom Leroy Hooks, II is Appellant,

And

Patrick A Wheeler and Maria D. Williams, Respondents.

RECORD ON APPEAL

VOLUME II

William Ceth Land, Esquire
Land Parker Welch LLC
Post Office Box 138
Manning, SC 29102
(803) 435-8894
Attorney for Appellant Hooks

Chad W. Burgess, Esquire
3800 Fernandina Road, Suite 110
Columbia, SC 29210
803-454-3540
Atty. for Respondent Wilmington Savings

Patrick R. Watts, Esquire
P.O. Box 2046
Summerville, SC 29484
843-851-7050
Atty. for Respondent Wheeler and Williams

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STATE OF SOUTH CAROLINA
COUNTY OF CLARENDON

Wilmington Savings Fund Society, FSB,
D/B/A Christiana Trust as Owner Trustee
of the Residential Credit Opportunities
Trust V,

Plaintiff,

v.

Leroy Hooks, II; Ford Motor Credit
Company, LLC,

Defendant(s)

IN THE COURT OF COMMON PLEAS
CASE NO. 2018-CP-14-00044

RECORD OF HEARING

FOR

FORECLOSURE CASE

CLERK OF COURT
CLARENDON COUNTY, SC
2018 MAY 14 AM 8:56

Pursuant to the Order of Reference granted in the above-entitled cause, a hearing was held herein on May 3, 2018 at 11:00AM, before The Honorable W.B. McCollough.

APPEARANCES: Brock & Scott, PLLC, Attorneys for the Plaintiff.

Attorney for Plaintiff calls attention to the filing of the Lis Pendens in the Office of the Clerk of Court for Clarendon County on February 5, 2018. Also calls attention to the filing of the original Summons and Notice and Complaint on February 5, 2018. Also calls attention to the Affidavits of Service showing service of Summons and Complaint on each defendant as indicated in the Affidavits(s) recorded in the Office of the Clerk of Court for Clarendon County.

Also calls attention to the filing of the affidavit showing the Defendant(s) is in default and that no Defendant is in the Military Service of the United States of America, as contemplated under The Servicemembers' Civil Relief Act (fka The Soldiers' and Sailors' Civil



Relief Act of 1940) as amended. Also calls attention to the Order of Reference of record herein issued in Clarendon County, wherein the above-entitled cause was referred to W.B. McCollough, as Special Referee "to take the testimony arising under the pleadings and to make his findings of fact and conclusions of law and with authority to enter final judgment in the case. An appeal from the final judgment so entered shall be made directly to the Supreme Court of South Carolina."

The Defendant(s) have been notified of the time and date of this hearing.

WHEREUPON, the undersigned attorney reported as follows: I am the attorney for the Plaintiff in this action.

From the original records in my possession, from the complaint herein and from examination of the records in the office of the Clerk of Court for Clarendon County, I find that on December 18, 2008, the Defendant(s) Leroy Hooks, II gave a certain written promissory Note unto Beach First National Bank, in the principal sum of \$239,112.00 together with interest at the rate of 6.5% per annum (said principal and interest being payable in monthly installments).

I offer a copy of the original Note in evidence.

Note identified, offered and received in evidence.

I call attention to the provisions of the Note with reference to default. I also call the Court's attention to the provisions in the Note with reference to payment of costs and attorney's fees. On the same date, Leroy Hooks, II gave a certain written mortgage unto Mortgage Electronic Registration Systems, Inc. as nominee for Beach First National Bank (hereinafter "Mortgage") which Mortgage contains the same terms and provisions as the Note just offered in

evidence and conveyed by way of Mortgage the identical property described in the complaint in this action, (hereinafter "Property) which Property is situate in Clarendon County, South Carolina.

Thereafter, on December 29, 2008, the Mortgage was recorded in the Clarendon County Registry in Mortgage Book 825 at Page 160.

This Mortgage constitutes a valid first lien covering the property therein described.

I offer a copy of the original Mortgage as evidence. Mortgage identified, offered and received in evidence.

Thereafter, the Mortgage was assigned to GMAC Mortgage, LLC by assignment recorded on April 5, 2010 in Book 875 at Page 174. Thereafter, the Mortgage was assigned to Ocwen Loan Servicing, LLC by assignment recorded on May 3, 2013 in Book 981 at Page 283. Thereafter, the Mortgage was assigned to Wilmington Savings Fund Society, FSB DBA Christiana Trust as Trustee for HLSS Mortgage Master Trust for the benefit of the holders of the Series 2014-1 Certificates issued by HLSS Mortgage Master Trust by assignment recorded on February 10, 2017 in Book 1100 at Page 105. Thereafter, the Mortgage was assigned to Secretary of Housing and Urban Development by assignment recorded on February 10, 2017 in Book 1100 at Page 106. Thereafter, the Mortgage was assigned to Wilmington Savings Fund Society, FSB d/b/a Christiana Trust, not in its individual capacity but solely in its capacity as Owner Trustee of Matawin Ventures Trust Series 2016-2 by assignment recorded on February 10, 2017 in Book 1100 at Page 107. Thereafter, the Mortgage was assigned to Wilmington Savings Fund Society, FSB, D/B/A

Christiana Trust as Owner Trustee of the Residential Credit Opportunities Trust V by assignment recorded on January 10, 2018 in Book 1130 at Page 232.

I offer a copy of the Assignment of Mortgage as evidence.

Subsequently, Leroy Hooks, II did make, execute and deliver to GMAC Mortgage, LLC (servicer for the loan at the time of the modification), its successors and assigns, a certain Loan Modification Agreement, dated 10/01/2010, amending and supplementing the Note and Mortgage described above. By virtue of the Loan Modification Agreement, the unpaid principal balance was modified to \$245,460.16, together with interest at the rate of 4.75% per annum on the unpaid balance.

I offer a copy of the Loan Modification or Renewed Note as evidence.

As required by South Carolina Supreme Court Administrative Order 2009-05-22-01 (hereinafter, "the Administrative Order"), Plaintiff states that this loan is not owned or guaranteed by Fannie Mae, nor is it owned or guaranteed by Freddie Mac, nor has the Servicer signed an agreement to participate in the Home Affordable Modification Program (hereinafter, "the HAMP"); therefore, the loan is not eligible for modification under the HAMP.

Furthermore, Plaintiff complied with Administrative Order 2011-05-02-1 issued by the South Carolina Supreme Court.

The following parties claim or may claim an interest in the Property by virtue matters listed below:

The Defendant, Ford Motor Credit Company, LLC, has or may claim to have some interest in the Property by virtue of a pending civil action against Andrew A. Hooks and Leroy A. Hooks, II a/k/a Leroy A. Hooks, which was filed in the Clarendon County Records on

09/05/2017, Civil Action No.: 2017-CP-14-00333. Any interest that this Defendant presently has or may acquire through the referenced pending civil action or by any other lien or civil proceeding up to the time of any foreclosure sale herein would be junior to Plaintiff's mortgage and should be removed from the title to the Property.

Upon examination of the records in said Clerk of Court's office, it appeared there were no persons other than the parties to this action having any liens or claims against the subject property, by way of assessment or otherwise, as of the date of filing the notice of pendency of this action.

The monthly installments as provided for in said Note and Mortgage were not paid in accordance with the terms and conditions thereof, and, therefore, the Note and Mortgage are in default; and, as a result thereof, the Plaintiff has elected to declare the entire unpaid amount immediately due and payable.

Demand was made upon the Defendants but payment has not been received. The amount due and owing on the Note and Mortgage, with interest at the rate provided in the note, and other costs and expenses of collection, including attorney's fees, secured by the Note and Mortgage, is as follows:

Principal due as of today's date:	05/03/18		\$224,544.82
Accrued interest from:	09/01/15	to: 05/03/18	\$ 28,501.60
Accruing at:	4.75% per annum		
Advancements to Escrow			\$ 1,907.63
Corporate Advances			\$ 2,280.66
Late charges:			\$ 1,587.82
Other charges:			\$ 1,045.00
Costs of collection prior to hearing:			\$ 1,261.08
Attorney's fees:			\$ 2,280.00

Total Debt secured by Note and Mortgage, including interest to date: \$263,408.61. With respect to attorney fees, in view of the potential liabilities inherent in a real property matter, the attendant responsibilities, and the size of the mortgage debt, a reasonable attorney's fee would be \$2,280.00. The law firm was engaged by the Plaintiff to foreclose the mortgage as expeditiously as possible, given the detriment to Plaintiff's equity position as a direct result of increasing losses from the running of interest. Plaintiff must also comply with investor requirements, government or private insuring agreements. Upon receipt of the case file, the title was examined to identify all parties having or claiming any interest in the subject real estate. The following non-inclusive list of pleadings and other documents have been prepared or reviewed in this action:

1. Lis Pendens and any amendment thereto
2. Summons and Complaint and any amendment thereto
3. Affidavits and proposed Orders for publication
4. Affidavit of Default
5. Affidavit Regarding Military Status
6. Order of Reference
7. Notice(s) of Hearing
8. Record (Transcript) of Testimony
9. Proposed Special Referee's Report and Judgment of Foreclosure and Sale
10. Notice of Sale

Additionally, the pleadings were drafted and served upon each defendant personally or by statutory/substitute service; reinstatement and payoff figures and payment histories were provided as requested or required. We scheduled the hearing in this matter.

Future duties include forwarding copies of the Judgment to appearing defendants, obtaining bidding instructions from Plaintiff or its designee, representing Plaintiff at the sale or arranging for such representation, preparing an Order of Sale or Report on Sale and

Disbursements and Order Confirming Sale, and preparing the Special Referee's Deed and any other documents necessary in this particular action.

In addition to the time expended to date in prosecution of this action, we anticipate a minimum additional four hours after the hearing. Moreover, depending upon the interest shown by defendants, third parties, or counsel for either and the inherent negotiations required thereby, other time may also be committed to the completion of the case. In that regard, I would reserve the right to re-visit the question of attorney fees should the action proceed in an unexpected way.

In regard to the professional standing of counsel, representation of the Plaintiff has been undertaken by the firm of Brock & Scott, PLLC. The attorneys primarily involved in this representation collectively have several years of experience in this practice area. They are supervised by Jason L. Branham, Brian L. Campbell, and Suzanne E. Brown – who have been practicing law in South Carolina since 2004, 2005, and 2007, respectively. They concentrate their practice in the areas of foreclosure, creditor-bankruptcy and residential real estate.

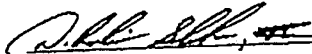
Furthermore, this fee is in line with the fee customarily charged by counsel with similar experience in this particular locality. Also the Plaintiff's attorneys have achieved the beneficial result of a prompt foreclosure of the mortgage.

The Plaintiff has specifically waived its right to a personal or deficiency judgment. The undersigned is not aware of any paving or other special assessments against the subject property.

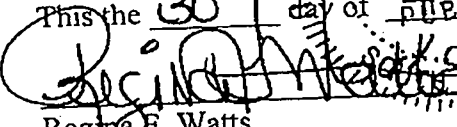
We would ask that the mortgage be foreclosed, that the property be sold at public auction in accordance with law, that the sale be made subject to any liens for taxes and any special

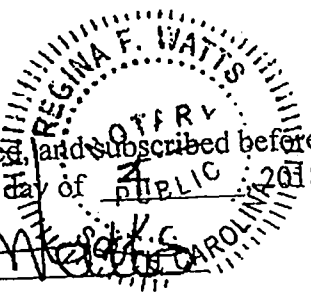
assessments of record against such property which have not been removed by these proceedings;
also; subject to payment by the purchaser of interest at 4.75% per annum, the Note's current
rate, on the balance of the bid from the date of sale to date of compliance with the bid; also,
subject to any existing easements or restrictions of record; and also subject to payment by the
purchaser for preparation of the deed and deed stamps.

REFERENCE ADJOURNED.
SWORN


David R. Schlosser, SCB102820

Attorney for Plaintiff
Brock & Scott, PLLC
3800 Fernandina Road, Suite 110
Columbia, SC 29210
Phone 803-454-3540
Fax 803-454-3541
Date: 4-30-18

Sworn to or affirmed, and subscribed before me this the
This the 30 day of APRIL, 2018

Regina F. Watts
NOTARY PUBLIC OF SOUTH CAROLINA
My Commission Expires: 09/16/2023



STATE OF SOUTH CAROLINA
COUNTY OF CLARENDON

IN THE COURT OF COMMON PLEAS
CASE NUMBER: 2018-CP-14-0044

Wilmington Savings Fund Society, FSB, D/B/A
Christiana Trust as Owner Trustee of the Residential
Credit Opportunities Trust V,

Plaintiff,

vs.

Leroy Hooks, II; Ford Motor Credit Company, LLC,

Defendants,

Patricia A. Wheeler and Maria D. Williams,

Intervenors.

NOTICE OF HEARING

TO THE PLAINTIFF AND DEFENDANTS NAMED ABOVE:

YOU WILL PLEASE TAKE NOTICE THAT, by virtue of the Order of Reference issued in this case, on **October 17, 2018, at 2:00 PM**, or as soon after that as counsel may be heard, at 2 Courthouse Square, Kingstree, SC 29556, the Honorable W. B. McCollough, Special Referee for Clarendon County, shall conduct a hearing on the Intervenors Motion for Intervention as of Right.

You are invited to appear and take such part as is proper. You do not have to appear. However, if you intend to appear, please notify Attorney Patrick R. Watts at telephone number (843) 851-7050.

October 9, 2018
Summerville, South Carolina

/s/ Patrick R. Watts
Patrick R. Watts
SC Bar #5975
P.O. Box 2046
Summerville, SC 29484
(843) 851-7050
pat.watts@wattslawfirm.com
Attorney for Intervenors

Affidavit of Publication

In

The Manning Times

Personally appeared before me, Leigh Ann Maynard, who, being duly sworn, says that she is the publisher of The Manning Times, published on Thursday of each week in Manning, Clarendon County, State of South Carolina: that the notice, of which printed copy is hereby

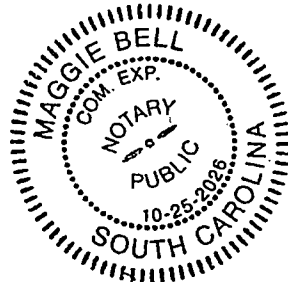
attached, was published in The Manning Times for three (3) issues, and publication commencing on May 17, 2018, and ending on May 31, 2018.

Leigh Ann Maynard
Leigh Ann Maynard

Sworn to before me this 1st day of June, 2018

Maggie Bell (L.S.)
Maggie Bell

Notary Public for South Carolina
Commission Expires October 25th 2026.



NOTICE OF SALE
NOTICE OF SALE CIVIL
ACTION NO 2018-CP-14-
00044 BY VIRTUE of the decree
heretofore granted in the case
of Wilmington Savings Fund
Society, FSB D/B/A Christiana
Trust as Owner-Trustee of the
Residential Credit Opportuni-
ties Trust Vvs Leroy Hooks,
II, Ford Motor Credit Company,
LTC the undersigned Special
Referee for Clarendon County,
South Carolina, will sell on June
4, 2018 at 11:00AM, at the Clar-
endon County Court House, 3
West Keitt Street, City of King-
stree, State of South Carolina, to
the highest bidder.

All that certain piece, parcel
or lot of land situate lying and
being in Clarendon County, State
of South Carolina the same be-
ing more fully described as Lot
No. 5 containing 2.14 acres on a
plat surveyed for Sarah Watson
Ragin by Edisto Surveyors, Inc.
dated 07/02/1985, as recorded in
Plat Book No. 36 Page 132, the
same being bound and measur-
ing as follows: East by Lot No. 5
on aforesaid plat and measuring
thereon 330.20 feet; North by
lands of South Carolina Public
Service Authority and measur-
ing thereon 276.33 feet; West
by lands of S. C. Public Service
Authority and measuring there-
on 200 feet; West by Lot No. 4
on aforesaid plat and measuring
thereon 430.34 feet; this being a
portion of a tract of land desig-
nated on Track "F" containing
12.4 acres on a plat for Sarah
W. Ragin dated July 12, 1971,
by Baughman Land Survey-
ors, Inc., and the same being
conveyed to Sarah W. Ragin by
Pansey H. Pamell et. al. by deed
dated December 4, 1971, as re-
corded in Deed Book No. 8A-46.

ELECTRONICALLY FILED - 2018 Jun 29 1:30 PM - CLARENDON - COMMON PLEAS - CASE#2018CP1400044

17-16910

Page 190 in Office of the Clerk of Court for Clarendon County, State of South Carolina.

Together with an 30 foot easement and right of ingress and egress of the eastern side of Tract "F" beginning at Road 5-14-419 then in a Northern direction for 409.41 feet; then in a northeastern direction for 202.86 feet to the presises above described, the same being more fully shown on the aforementioned plat. This easement and right of way is to run with the land.

This being the same property conveyed to Leroy Hooks, II by Deed of Sarah W. Ragin dated July 17, 1985 and recorded July 19, 1985 in Book A131 at Page 69 in the Office of the Register of Deeds for Clarendon County, South Carolina.

CURRENT ADDRESS OF PROPERTY: 1992 Jacks Creek Road, Summerton, SC 29148
TMS: 038-00-02-016-00

TERMS OF SALE: The successful bidder, other than the Plaintiff, will deposit with the Special Referee, at conclusion of the bidding, five percent (5%) of his bid in cash or equivalent, as evidence of good faith, same to be applied to the purchase price in case of compliance, but to be forfeited and applied first to costs and then to the Plaintiff's debt in the case of non-compliance. Should the last and highest bidder fail to comply with the other terms of the bid within thirty (30) days, then the Special Referee may re-sell the property on the same terms and conditions on some subsequent Sales Day (at the risk of the said highest bidder). No personal or deficiency judgment being demanded, the bidding shall not remain open after the date of sale and shall be final on that date, and compliance with the bid may be made immediately. Purchaser to pay for documentary stamps on the Deed. The successful bidder will be required to pay interest on the amount of the balance of the bid from date of sale to date of compliance with the bid at the rate of 4.75% per annum. The sale shall be subject to taxes and assessments, existing easements and restrictions, easements and restrictions of record and any other senior encumbrances.

The Honorable W.B. McCollough
Special Referee for Clarendon County

Brock & Scott, PLLC
3800 Fernandina Road, Suite 110
Columbia, SC 29210
Attorneys for Plaintiff
Phone 803-454-3540
Fax 803-454-3541
(5/17/5/24/5/31)

After recording return to
Grantee address:
P.O. Box 262
Summerville, SC 29484

THE STATE OF SOUTH CAROLINA,

COUNTY OF CLARENDON

TO ALL WHOM THESE PRESENTS MAY CONCERN:

I, W. B. McCollough, as Special Referee, of the County of Clarendon, State of South Carolina--SEND GREETINGS:

WHEREAS, Wilmington Savings Fund Society, FSB, d/b/a Christiana Trust as Owner Trustee of the Residential Credit Opportunities Trust, as Plaintiff, on or about March 11, 2014, did exhibit its complaint in the Court of Common Pleas in the County of Clarendon against Leroy Hooks, II, et al as Defendant, And the Cause, being at issue before the Honorable W. B. McCollough, as the duly appointed Special Referee for the said case, came on to be heard on May 3, 2018, when the said Court, after a full hearing and mature deliberation of the said Cause did hand down his Decree of Foreclosure and Sale by which it was decreed that the property hereinafter described should be sold at Public Auction by the Special Referee on the terms and for the purposes mentioned in the said Decree of Foreclosure on file in the said Court in Judgement Roll Number 2018-CP-14-00044, as by reference thereto will more fully appear; and,

WHEREAS, I, the undersigned Special Referee, after having duly advertised the said premises for sale by Public Outcry on June 4, 2018, did openly and publicly, and according to the custom of auction, sell and dispose of the said premises below described, unto Patricia A. Wheeler and Maria D. Williams for the sum of \$139,900.00, being at that price the highest bidder for the same; therefore,

NOW, KNOW ALL MEN, That I, the said W. B. McCollough, as Special Referee, in consideration of the premises, and also in consideration of the sum of \$139,900.00, paid me by the

said Patricia A. Wheeler and Maria D. Williams the receipt whereof is hereby acknowledged, HAVE granted, bargained, sold and released, and by these Presents, DO grant, bargain, sell and release unto the said Patricia A. Wheeler and Maria D. Williams, their Heirs and Assigns:

All that certain piece, parcel or lot of land with the buildings and improvements thereon, situate in Clarendon Township, County of Williamsburg, State of South Carolina, being more fully described as Lot No. 5, containing 2.14 acres, on a plat thereof surveyed for Sarah Watson Ragin Edisto Surveyors dated July 2, 1985, recorded in Plat Book 36 at page 132, reference thereto being made for the description, in extenso, of the boundaries, metes, courses or distances of said real estate, and having been conveyed to the said Leroy Hooks, II by deed Sarah W. Ragin dated July 17, 1985 and recorded July 19, 1985 in Book A131 at page 69 in the office of the Register of Deeds for Clarendon County, South Carolina.

Together with a 30 foot easement and right of ingress and egress on the eastern side of Tract "F" beginning at Road 5-14-419 then in a northern direction for 409.41 feet, then in a northeastern direction for 202.86 feet to the premises above described, being shown on the said map and running with the land.

Tax Map No. 038-00-02-016-00

TOGETHER with all and singular the rights, members, hereditaments and appurtenances whatsoever, to the said Patricia A. Wheeler and Maria D. Williams, their Heirs and Assigns, belonging, or in anywise appertaining, and the reversions and remainders, rents, issues and profits thereof; and also all the estate, right, title, interest, possession, property, benefit, claim and demand whatsoever, both at law and in equity, of the said Leroy Hooks, II and of all the parties to the said suit and of all other persons rightfully claiming or to claim the same, or any part thereof, by, from or under them, or any of them.

TO HAVE AND TO HOLD the said premises with its hereditaments, privileges and appurtenances unto the said Patricia A. Wheeler and Maria D. Williams, their Heirs and Assigns forever.

IN WITNESS WHEREOF, I, the said W. B. McCollough, as Special Referee, under and by virtue of the said DECREE hereunto set my Hand and Seal at Kingstree, South Carolina this 10th day of July, 2018.

Sealed and Delivered in
the presence of:

R. Anderson

Stephine A. Brady

W. B. McCollough
W. B. McCollough, as Special Referee.

THE STATE OF SOUTH CAROLINA)
 :
COUNTY OF CLARENDON)

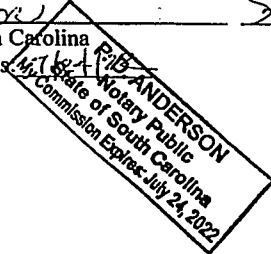
PROBATE

PERSONALLY APPEARED before me the undersigned witness and made oath the (s)he saw the within named W. B. McCollough, as Special Referee, sign, seal, and as her act and deed deliver the within-written Deed; and that deponent with the other witness whose name is subscribed above, witnessed the execution thereof.

SWORN TO before me this
10th day of July, 2018.

R. Anderson
Notary Public for South Carolina
My Commission expires 7/21/22

Stephine A. Brady



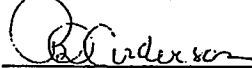
STATE OF SOUTH CAROLINA)
 :
COUNTY OF CLARENDON)

AFFIDAVIT

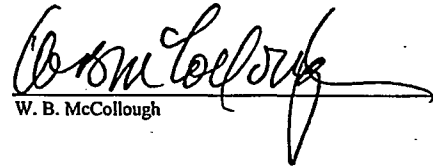
PERSONALLY appeared before me the undersigned, who being duly sworn, deposes and says:

1. I have read the information on this affidavit and I understand such information.
2. The property being transferred is located in Clarendon County, bearing County Tax Map Number 038-00-02-016-00, and was transferred by Leroy Hooks, II, by W. B. McCollough, as Special Referee, to Patricia A. Wheeler and Maria D. Williams on July 10, 2018.
3. Check on of the following: The deed is
 - (a) subject to the deed recording fee as a transfer for consideration paid or to be paid in money or money's worth.
 - (b) _____ subject to the deed recording fee as a transfer between a corporation, a partnership, or other entity and a stockholder, partner, or owner of the entity, or is a transfer to a trust or as a distribution to a trust beneficiary.
 - (c) _____ exempt from the deed recording fee because (See information section of affidavit):
4. Check one of the following if either item 3(a) or item 3(b) above has been checked (See information section of this affidavit):
 - (a) _____ The fee is computed on the consideration paid or to be paid in money or money's worth in the amount of \$ 139,900.00.
 - (b) _____ The fee is computed on the fair market value of the realty which is \$ _____.
 - (c) _____ The fee is computed on the fair market value of the realty as established for property tax purposes which is _____.
5. Check Yes _____ or No _____ to the following: A lien or encumbrance existed on the land, tenement, or realty before the transfer and remained on the land, tenement, or realty after the transfer. If "Yes", the amount of the outstanding balance of this lien or encumbrance is: _____.
6. The deed recording fee is computed as follows:
 - (a) Place the amount listed in item 4 above here: \$ 139,900.00
 - (b) Place the amount listed in item 5 above here: \$ _____
(If no amount is listed, place zero here.)
 - (c) Subtract Line 6(b) from Line 6(a) and place result here: \$ 139,900.00
7. The deed recording fee due is based on the amount listed on Line 6(c) above and the deed recording fee due is: \$ 518.00
8. As required by Code Section 12-24-70, I state that I am a responsible person who was connected with the transaction as: Seller
9. I understand that a person required to furnish this affidavit who wilfully furnishes a false or fraudulent affidavit is guilty of a misdemeanor and, upon conviction, must be fined not more than one thousand dollars or imprisoned not more than one year, or both.

SWORN TO BEFORE ME this
10th day of July, 2018



NOTARY PUBLIC FOR SOUTH CAROLINA.
F. D. ANDERSON
Notary Public
State of South Carolina
My Commission Expires July 24, 2022


W. B. McCollough

NOTICE OF SALE

NOTICE OF SALE CIVIL ACTION NO. 2018-CP-14-00044 BY VIRTUE of the decree heretofore granted in the case of: **Wilmington Savings Fund Society, FSB, D/B/A Christiana Trust as Owner Trustee of the Residential Credit Opportunities Trust V vs. Leroy Hooks, II; Ford Motor Credit Company, LLC**, the undersigned Special Referee for Clarendon County, South Carolina, will sell on June 4, 2018 at 11:00AM, at the Clarendon County Court House, 3 West Keitt Street, City of Manning, State of South Carolina, to the highest bidder:

ALL THAT CERTAIN PIECE, PARCEL OR LOT OF LAND SITUATE LYING AND BEING IN CLARENDON COUNTY, STATE OF SOUTH CAROLINA THE SAME BEING MORE FULLY DESCRIBED AS LOT NO. 5 CONTAINING 2.36 ACRES ON A PLAT SURVEYED FOR SARAH WATSON RAGIN BY EDISTO SURVEYORS, INC., DATED 07/02/1985, AS RECORDED IN PLAT BOOK NO. 36 PAGE 132 THE SAME BEING BOUND AND MEASURING AS FOLLOWS: EAST BY LOT NO. 5 ON AFORESAID PLAT AND MEASURING THEREON 330.20 FEET; NORTH BY LANDS OF SOUTH CAROLINA PUBLIC SERVICE AUTHORITY AND MEASURING THEREON 276.33 FEET; WEST BY LANDS OF S. C. PUBLIC SERVICE AUTHORITY AND MEASURING THEREON 200 FEET; WEST BY LOT NO. 4 ON AFORESAID PLAT AND MEASURING THEREON 430.34 FEET; THIS BEING A PORTION OF A TRACT OF LAND DESIGNATED ON TRACK "F" CONTAINING 12.4 ACRES ON A PLAT FOR SARAH W. RAGIN DATED JULY 12, 1971, BY BAUGHMAN LAND SURVEYORS, INC., AND THE SAME BEING CONVEYED TO SARAH W RAGIN BY PANSEY H. PARNELL ET. AL., BY DEED DATED DECEMBER 4, 1971, AS RECORDED IN DEED BOOK NO. A-46 PAGE 190 IN OFFICE OF THE CLERK OF COURT FOR CLARENDON COUNTY, STATE OF SOUTH CAROLINA.

TOGETHER WITH AN 30 FOOT EASEMENT AND RIGHT OF INGRESS AND EGRESS OF THE EASTERN SIDE OF TRACT "F" BEGINNING AT ROAD 5-14-419 THEN IN A NORTHERN DIRECTION FOR 409.41 FEET; THEN IN A NORTHEASTERN DIRECTION FOR 202.86 FEET TO THE PRESISES ABOVE DESCRIBED, THE SAME BEING MORE FULLY SHOWN ON THE AFOREMENTIONED PLAT. THIS EASEMENT AND RIGHT OF WAY IS TO RUN WITH THE LAND.

THIS BEING THE SAME PROPERTY CONVEYED TO LEROY HOOKS, II BY DEED OF SARAH W. RAGIN DATED JULY 17, 1985 AND RECORDED JULY 19,

File reference: 17-16410




2018 MAY 18 11:50 AM
CLERK OF COURT
CLARENDON COUNTY, S.C.

1985 IN BOOK A131 AT PAGE 69 IN THE OFFICE OF THE REGISTER OF
DEEDS FOR CLARENDON COUNTY, SOUTH CAROLINA.

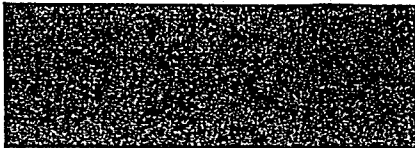
CURRENT ADDRESS OF PROPERTY: 1992 Jacks Creek Road, Summerton, SC 29148
TMS: 038-00-02-016-00

TERMS OF SALE: The successful bidder, other than the Plaintiff, will deposit with the Special Referee, at conclusion of the bidding, five percent (5%) of his bid, in cash or equivalent, as evidence of good faith, same to be applied to the purchase price in case of compliance, but to be forfeited and applied first to costs and then to the Plaintiff's debt in the case of non-compliance. Should the last and highest bidder fail to comply with the other terms of the bid within thirty (30) days, then the Special Referee may re-sell the property on the same terms and conditions on some subsequent Sales Day (at the risk of the said highest bidder). No personal or deficiency judgment being demanded, the bidding shall not remain open after the date of sale and shall be final on that date, and compliance with the bid may be made immediately. Purchaser to pay for documentary stamps on the Deed. The successful bidder will be required to pay interest on the amount of the balance of the bid from date of sale to date of compliance with the bid at the rate of 4.75% per annum. The sale shall be subject to taxes and assessments, existing easements and restrictions, easements and restrictions of record and any other senior encumbrances.


The Honorable W.B. McCollough
Special Referee for Clarendon County

Brock & Scott, PLLC
3800 Fernandina Road, Suite 110
Columbia, SC 29210
Attorneys for Plaintiff
Phone 803-454-3540
Fax 803-454-3541

File reference: 17-16410



Multistate

NOTE

MIN [REDACTED]
MERS TELEPHONE: (888) 679-6377

FHA Case No.
[REDACTED]

December 18, 2008
[Date]

1992 Jacks Creek Rd, Summerton, SOUTH CAROLINA 29148
[Property Address]

1. PARTIES

"Borrower" means each person signing at the end of this Note, and the person's successors and assigns. "Lender" means Beach First National Bank and its successors and assigns.

2. BORROWER'S PROMISE TO PAY; INTEREST

In return for a loan received from Lender, Borrower promises to pay the principal sum of Two Hundred Thirty Nine Thousand One Hundred Twelve And 00/100 Dollars (U.S. \$239,112.00), plus interest, to the order of Lender. Interest will be charged on unpaid principal, from the date of disbursement of the loan proceeds by Lender, at the rate of Six and One Half percent (6.500%) per year until the full amount of principal has been paid.

3. PROMISE TO PAY SECURED

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

4. MANNER OF PAYMENT

(A) Time

Borrower shall make a payment of principal and interest to Lender on the FIRST day of each month beginning on February 1, 2009. Any principal and interest remaining on the 1st day of January, 2039, will be due on that date, which is called the "Maturity Date."

(B) Place

Payment shall be made at 1384 Highway 17, Little River, SOUTH CAROLINA 29566 or at such place as Lender may designate in writing by notice to Borrower.

(C) Amount

Each monthly payment of principal and interest will be in the amount of U.S. \$1,511.35. This amount will be part of a larger monthly payment required by the Security Instrument, that shall be applied to principal, interest and other items in the order described in the Security Instrument.

(D) Allonge to this Note for payment adjustments

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

Graduated Payment Allonge Growing Equity Allonge Other [specify]

5. BORROWER'S RIGHT TO PREPAY

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

FHA Multistate Fixed Rate Note

ORIGINAL

10/95
18 (0809)
Initials: *RA*

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

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

If Lender has not received the full monthly payment required by the Security Instrument, as described in Paragraph 4(C) of this Note, by the end of fifteen (15) calendar days after the payment is due, Lender may collect a late charge in the amount of Four percent (4.00%) of the overdue amount of each payment.

(B) **Default**

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

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

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

7. **WAIVERS**

Borrower and any other person who has obligations under this Note waive the rights of presentment and notice of dishonor. "Presentment" means the right to require the Lender to demand payment of amounts due. "Notice of dishonor" means the right to require Lender to give notice to other persons that amounts due have not been paid.

8. **GIVING OF NOTICES**

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

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

9. **OBLIGATIONS OF PERSONS UNDER THIS NOTE**

If more than one person signs this Note, each person is fully and personally obligated to keep all of the promises made in this Note, including the promise to pay the full amount owed. Any person who is a guarantor, surety or endorser of this Note is also obligated to do these things. Any person who takes over these obligations, including the obligations of a guarantor, surety or endorser of this Note, is also obligated to keep all of the promises made in this Note. Lender may enforce its rights under this Note against each person individually or against all signatories together. Any one person signing this Note may be required to pay all of the amount owed under this Note.

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

Leroy Hooks II

Leroy Hooks II
Social Security No.: 061-44-7039

(Seal)
-Borrower

SEE ATTACHED ALLOAN

Pay to the order of

Without recourse
Ocwen Loan Servicing, LLC

Charlotte E. Julion
Charlotte E. Julion, Authorized Signers

PAY TO THE ORDER OF
GMAC MORTGAGE, LLC
WITHOUT RECOURSE

J. Gray
J. GRAY
ASSISTANT SECRETARY
GMAC BANK

PAY TO THE ORDER OF
Ocwen Loan Servicing, LLC
WITHOUT RECOURSE

D. Harkness
D. HARKNESS
LIMITED SIGNING OFFICER
GMAC MORTGAGE, LLC N/A
GMAC MORTGAGE CORPORATION

~~CONFIDENTIAL~~

ALLONGE TO PROMISSORY NOTE

LOAN NUMBER:

LOAN AMOUNT: \$ 239,112.00

ALLONGE TO ONE CERTAIN NOTE DATED: 12/18/08

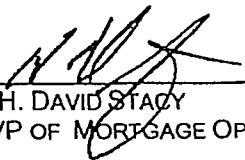
AND EXECUTED BY: Leroy Hooks II

Property Address: 1992 Jacks Creek Rd.
Summerton, South Carolina 29148

PAY TO THE ORDER OF GMAC Bank

WITHOUT RECOURSE

BEACH FIRST NATIONAL BANK

BY: 
NAME: H. DAVID STACY
TITLE: VP OF MORTGAGE OPERATIONS

Reason For:

Attn.: SHIPPING DEPT./DOC. CONTROL

Prepared By: Beach First National Bank

1384 Highway 17

Little River, SC

29566

Return to:

TSS, LLC

P.O. BOX 10550

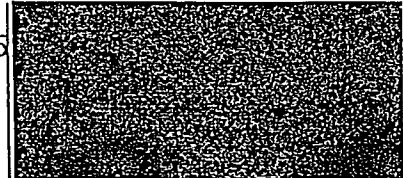
McLEAN, VA 22102-8550

1-800-430-7161

State of South Carolina

[Space Above This Line For Recording D

MORTGAGE



THIS MORTGAGE ("Security Instrument") is given on December 18, 2008. The Mortgagor is Leroy Hooks II a married man ("Borrower"). This Security Instrument is given to Mortgage Electronic Registration Systems, Inc. ("MERS"), (solely as nominee for Lender, as hereinafter defined, and Lender's successors and assigns), as mortgagee. MERS is organized and existing under the laws of Delaware, and has an address and telephone number of P.O. Box 2026, Flint, MI 48501-2026, tel. (888) 679-MERS. Beach First National Bank, ("Lender") is organized and existing under the laws of SC, and has an address of 1384 Highway 17, Little River, SOUTH CAROLINA 29566. Borrower owes Lender the principal sum of Two Hundred Thirty Nine Thousand One Hundred Twelve And 00/100 Dollars (U.S. \$239,112.00). This debt is evidenced by Borrower's note dated the same date as this Security Instrument ("Note"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on January 1, 2039. This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and modifications of the Note; (b) the payment of all other sums, with interest, advanced under paragraph 7 to protect the security of this Security Instrument; and (c) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby mortgage, grant and convey to MERS (solely as nominee for Lender and Lender's successors and assigns), and to the successors and assigns of MERS the following described property located in CLARENDON County, South Carolina:
See attached schedule A

FHA South Carolina Mortgage with MERS - 4/96
4N(SC) (0409).01 Amended 2/01
scfmertd

Page 1 of 7

Initials

which has the address of 1992 Jacks Creek Rd [Street] Summerton [City], South Carolina 29148 [Zip Code] ("Property Address");

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

BORROWER COVENANTS that Borrower is lawfully seized of the estate hereby conveyed and has the right to mortgage, grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property. Borrower and Lender covenant and agree as follows:

UNIFORM COVENANTS.

1. **Payment of Principal, Interest and Late Charge.** Borrower shall pay when due the principal of, and interest on, the debt evidenced by the Note and late charges due under the Note.

2. **Monthly Payment of Taxes, Insurance and Other Charges.** Borrower shall include in each monthly payment, together with the principal and interest as set forth in the Note and any late charges, a sum for (a) taxes and special assessments levied or to be levied against the Property, (b) leasehold payments or ground rents on the Property, and (c) premiums for insurance required under paragraph 4. In any year in which the Lender must pay a mortgage insurance premium to the Secretary of Housing and Urban Development ("Secretary"), or in any year in which such premium would have been required if Lender still held the Security Instrument, each monthly payment shall also include either: (i) a sum for the annual mortgage insurance premium to be paid by Lender to the Secretary, or (ii) a monthly charge instead of a mortgage insurance premium if this Security Instrument is held by the Secretary, in a reasonable amount to be determined by the Secretary. Except for the monthly charge by the Secretary, these items are called "Escrow Items" and the sums paid to Lender are called "Escrow Funds."

Lender may, at any time, collect and hold amounts for Escrow Items in an aggregate amount not to exceed the maximum amount that may be required for Borrower's escrow account under the Real Estate Settlement Procedures Act of 1974, 12 U.S.C. Section 2601 *et seq.* and implementing regulations, 24 CFR Part 3500, as they may be amended from time to time ("RESPA"), except that the cushion or reserve permitted by RESPA for unanticipated disbursements or disbursements before the Borrower's payments are available in the account may not be based on amounts due for the mortgage insurance premium.

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

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

3. **Application of Payments.** All payments under paragraphs 1 and 2 shall be applied by Lender as follows:

First, to the mortgage insurance premium to be paid by Lender to the Secretary or to the monthly charge by the Secretary instead of the monthly mortgage insurance premium;

Second, to any taxes, special assessments, leasehold payments or ground rents, and fire, flood and other hazard insurance premiums, as required;

Third, to interest due under the Note;

Fourth, to amortization of the principal of the Note; and
Fifth, to late charges due under the Note.

4. **Fire, Flood and Other Hazard Insurance.** Borrower shall insure all improvements on the Property, whether now in existence or subsequently erected, against any hazards, casualties, and contingencies, including fire, for which Lender requires insurance. This insurance shall be maintained in the amounts and for the periods that Lender requires. Borrower shall also insure all improvements on the Property, whether now in existence or subsequently erected, against loss by floods to the extent required by the Secretary. All insurance shall be carried with companies approved by Lender. The insurance policies and any renewals shall be held by Lender and shall include loss payable clauses in favor of, and in a form acceptable to, Lender.

In the event of loss, Borrower shall give Lender immediate notice by mail. Lender may make proof of loss if not made promptly by Borrower. Each insurance company concerned is hereby authorized and directed to make payment for such loss directly to Lender, instead of to Borrower and to Lender jointly. All or any part of the insurance proceeds may be applied by Lender, at its option, either (a) to the reduction of the indebtedness under the Note and this Security Instrument, first to any delinquent amounts applied in the order in paragraph 3, and then to prepayment of principal, or (b) to the restoration or repair of the damaged Property. Any application of the proceeds to the principal shall not extend or postpone the due date of the monthly payments which are referred to in paragraph 2, or change the amount of such payments. Any excess insurance proceeds over an amount required to pay all outstanding indebtedness under the Note and this Security Instrument shall be paid to the entity legally entitled thereto.

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

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

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

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

If Borrower fails to make these payments or the payments required by paragraph 2, or fails to perform any other covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Lender's rights in the Property (such as a proceeding in bankruptcy, for condemnation or to

enforce laws or regulations), then Lender may do and pay whatever is necessary to protect the value of the Property and Lender's rights in the Property, including payment of taxes, hazard insurance and other items mentioned in paragraph 2.

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

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

8. Fees. Lender may collect fees and charges authorized by the Secretary.

9. Grounds for Acceleration of Debt.

(a) Default. Lender may, except as limited by regulations issued by the Secretary, in the case of payment defaults, require immediate payment in full of all sums secured by this Security Instrument if:

(i) Borrower defaults by failing to pay in full any monthly payment required by this Security Instrument

prior to or on the due date of the next monthly payment, or

(ii) Borrower defaults by failing, for a period of thirty days, to perform any other obligations contained in this Security Instrument.

(b) Sale Without Credit Approval. Lender shall, if permitted by applicable law (including Section 341(d) of the Garn-St. Germain Depository Institutions Act of 1982, 12 U.S.C. 1701j-3(d)) and with the prior approval of the Secretary, require immediate payment in full of all sums secured by this Security Instrument if:

(i) All or part of the Property, or a beneficial interest in a trust owning all or part of the Property, is sold or otherwise transferred (other than by devise or descent), and

(ii) The Property is not occupied by the purchaser or grantee as his or her principal residence, or the purchaser or grantee does so occupy the Property but his or her credit has not been approved in accordance with the requirements of the Secretary.

(c) No Waiver. If circumstances occur that would permit Lender to require immediate payment in full, but Lender does not require such payments, Lender does not waive its rights with respect to subsequent events.

(d) Regulations of HUD Secretary. In many circumstances regulations issued by the Secretary will limit Lender's rights, in the case of payment defaults, to require immediate payment in full and foreclose if not paid. This Security Instrument does not authorize acceleration or foreclosure if not permitted by regulations of the Secretary.

(e) Mortgage Not Insured. Borrower agrees that if this Security Instrument and the Note are not determined to be eligible for insurance under the National Housing Act within 60 days from the date hereof, Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument. A written statement of any authorized agent of the Secretary dated subsequent to 60 days from the date hereof, declining to insure this Security Instrument and the Note, shall be deemed conclusive proof of such ineligibility. Notwithstanding the foregoing, this option may not be exercised by Lender when the unavailability of insurance is solely due to Lender's failure to remit a mortgage insurance premium to the Secretary.

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

in full. However, Lender is not required to permit reinstatement if: (i) Lender has accepted reinstatement after the commencement of foreclosure proceedings within two years immediately preceding the commencement of a current foreclosure proceeding, (ii) reinstatement will preclude foreclosure on different grounds in the future, or (iii) reinstatement will adversely affect the priority of the lien created by this Security Instrument.

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

12. Successors and Assigns Bound; Joint and Several Liability; Co-Signers. The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of paragraph 9(b). Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Security Instrument but does not execute the Note: (a) is co-signing this Security Instrument only to mortgage, grant and convey that Borrower's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower may agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without that Borrower's consent.

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

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

15. Borrower's Copy. Borrower shall be given one conformed copy of the Note and of this Security Instrument.

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

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

As used in this paragraph 16, "Hazardous Substances" are those substances defined as toxic or hazardous substances by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials. As used in this paragraph 16, "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection.

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

17. Assignment of Rents. Borrower unconditionally assigns and transfers to Lender all the rents and revenues of the Property. Borrower authorizes Lender or Lender's agents to collect the rents and revenues and hereby directs each tenant of the Property to pay the rents to Lender or Lender's agents. However, prior to Lender's notice to Borrower of Borrower's breach of any covenant or agreement in the Security Instrument, Borrower shall

collect and receive all rents and revenues of the Property as trustee for the benefit of Lender and Borrower. This assignment of rents constitutes an absolute assignment and not an assignment for additional security only.

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

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

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

18. Foreclosure Procedure. If Lender requires immediate payment in full under paragraph 9, Lender may foreclose this Security Instrument by judicial proceeding. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 18, including, but not limited to, reasonable attorneys' fees and costs of title evidence, all of which shall be additional sums secured by this Security Instrument.

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

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

20. Waivers. Borrower waives all rights of homestead exemption in the Property.

21. 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 one hundred fifty percent (150%) of the original principal amount of the Note plus interest thereon, attorneys' fees and court costs.

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

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

Initials: RD

ELECTRONICALLY FILED - 2018 Apr 30 1:48 PM - CLARENDON - COMMON PLEAS - CASE#2018CP1400044

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

Witnesses:

Curtis A. Hinder Leroy Hooks II (Seal)
-Borrower

[Signature] (Seal)
-Borrower

_____ (Seal)
-Borrower

_____ (Seal)
-Borrower

STATE OF SOUTH CAROLINA,

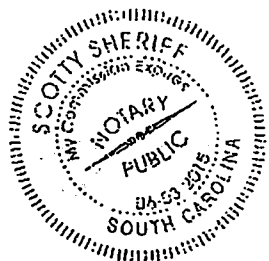
Clarendon County ss:

I, Scotty Sheriff do hereby certify that
Leroy Hooks II,
personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal this 18 day of October 2008.

[Signature]
Notary Public for South Carolina

My Commission Expires: 6/3/2015



SCHEDULE "A"

ALL THAT CERTAIN PIECE, PARCEL OR LOT OF LAND SITUATE LYING AND BEING IN CLARENDON COUNTY, STATE OF SOUTH CAROLINA THE SAME BEING MORE FULLY DESCRIBED AS LOT NO.5 CONTAINING 2.14 ACRES ON A PLAT SURVEYED FOR SARAH WATSON RAGIN BY EDISTO SURVEYORS, INC., DATED JULY 2, 1985, AS RECORDED IN PLAT BOOK NO. 36 PAGE 132 THE SAME BEING BOUND AND MEASURING AS FOLLOWS: EAST BY LOT NO. 5 ON AFORESAID PLAT AND MEASURING THEREON 330.20 FEET; NORTH BY LANDS OF SOUTH CAROLINA PUBLIC SERVICE AUTHORITY AND MEASURING THEREON 276.33 FEET; WEST BY LANDS OF S. C. PUBLIC SERVICE AUTHORITY AND MEASURING THEREON 200 FEET; WEST BY LOT NO. 4 ON AFORESAID PLAT AND MEASURING THEREON 430.34 FEET; THIS BEING A PORTION OF A TRACT OF LAND DESIGNATED ON TRACK "F" CONTAINING 12.4 ACRES ON A PLAT FOR SARAH W. RAGIN DATED JULY 12, 1971, BY BAUGHMAN LAND SURVEYORS, INC., AND THE SAME BEING CONVEYED TO SARAH W. RAGIN BY PANSEY H. PARNELL ET. AL., BY DEED DATED DECEMBER 4, 1971, AS RECORDED IN DEED BOOK HO. A-46 PAGE 190 IN OFFICE OF THE CLERK OF COURT FOR CLARENDON COUNTY, STATE OF SOUTH CAROLINA.

TOGETHER WITH AN 30 FOOT EASEMENT AND RIGHT OF INGRESS AND EGRESS OF THE EASTERN SIDE OF TRACT "F" BEGINNING AT ROAD 5-14-419 THEN IN A NORTHERN DIRECTION FOR 409.41 FEET; THEN IN A NORTHEASTERN DIRECTION FOR 202.86 FEET TO THE PRESISES ABOVE DESCRIBED, THE SAME BEING MORE FULLY SHOWN ON THE AFOREMENTIONED PLAT. THIS EASEMENT AND RIGHT OF WAY IS TO RUN WITH THE LAND.

BEING THE SAME PROPERTY CONVEYED TO LEROY HOOKS, II BY DEED FROM SARAH W. RASIN RECORDED 07/19/1985 IN DEED BOOK A131 PAGE 69, IN THE R.M.C. OFFICE OF CLARENDON COUNTY, SOUTH CAROLINA.

TAX ID# 038-00-02-016-00

STATE OF SOUTH CAROLINA
COUNTY OF CLARENDON

ASSIGNMENT OF MORTGAGE
Mortgage Book 825 at Page 160

FOR VALUE RECEIVED, we hereby set over, transfer and assign unto GMAC Mortgage, LLC, c/o GMAC Mortgage Corp., 500 Enterprise Road, Horsham, PA19044, its successors and assigns, all its rights, title and interest in and to a certain Mortgage, together with the Note executed by Leroy Hooks, II to Mortgage Electronic Registration Systems, Inc., acting solely as nominee for Beach First National Bank (MIN# [REDACTED]) dated December 18, 2008, and duly recorded in the public records of Clarendon County, State of South Carolina, on December 29, 2008, in Mortgage Book 825 at Page 160.

IN WITNESS WHEREOF, Mortgage Electronic Registration Systems, Inc., acting solely as nominee for Beach First National Bank (MIN# [REDACTED]) has caused this instrument to be executed in its corporate name and behalf by Jeffrey Stephan as its Vice President, duly authorized, on this 18 day of March 2010. Mortgage Electronic Registration Systems, Inc., acting solely as nominee for Beach First National Bank (MIN# [REDACTED])

Cameron Burkholder
Witness No. 1 Cameron Burkholder

By: [Signature]
its: Jeffrey Stephan
Vice President

[Signature]
Witness No. 2 Tina Wilbank

STATE OF Pa
COUNTY OF Montgomery

ACKNOWLEDGMENT
S.C. Code § 30-5-30
(Effective January 1, 1995)

I, the undersigned, Notary Public for the State of Pa, do hereby certify that Mortgage Electronic Registration Systems, Inc., acting solely as nominee for Beach First National Bank (MIN# [REDACTED]) by Jeffrey Stephan its Vice President, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand this 18 day of March 2010.

Heather Reinhart
NOTARY PUBLIC FOR
My Commission Expires: _____

RETURN TO:
Rogers, Townsend & Thomas, P.C.
Post Office Box 100200
Columbia, South Carolina 29202

COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Heather Reinhart, Notary Public
Upper Dublin Twp., Montgomery County
My Commission Expires Sept. 9, 2013
Member, Pennsylvania Association of Notaries

Recording Requested By:
OCWEN LOAN SERVICING, LLC

When Recorded Return To:

KAREN SMITH
OCWEN LOAN SERVICING LLC
3451 HAMMOND AV
WATERLOO, IA 50702

CORPORATE ASSIGNMENT OF MORTGAGE

Clarendon, South Carolina
SELLER'S SERVICING [REDACTED] HOOKS*

Date of Assignment: April 30th, 2013
Assignor: GMAC MORTGAGE, LLC at 1100 VIRGINIA DRIVE, FT. WASHINGTON, PA 19034
Assignee: OCWEN LOAN SERVICING, LLC at 1100 VIRGINIA DRIVE, FT. WASHINGTON, PA 19034

Executed By: LEROY HOOKS II, A MARRIED MAN To: BEACH FIRST NATIONAL BANK
Date of Mortgage: 12/18/2008 Recorded: 12/29/2008 in Book/Reel/Liber: 825 Page/Folio: 160 as Instrument No.: 2008000133810 In the County of Clarendon, State of South Carolina.

Property Address: 1992 JACKS CREEK RD, SUMMERTON, SC 29148

KNOW ALL MEN BY THESE PRESENTS, that for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the said Assignor hereby assigns unto the above-named Assignee, the said Mortgage having an original principal sum of \$239,112.00 with interest, secured thereby, with all moneys now owing or that may hereafter become due or owing in respect thereof, and the full benefit of all the powers and of all the covenants and provisos therein contained, and the said Assignor hereby grants and conveys unto the said Assignee, the Assignor's beneficial interest under the Mortgage.

TO HAVE AND TO HOLD the said Mortgage, and the said property unto the said Assignee forever, subject to the terms contained in said Mortgage.

GMAC MORTGAGE, LLC
On 4/30/13

By: Karen Smith
KAREN SMITH
Authorized Officer

WITNESS
Shirley Bone
Shirley Bone

WITNESS
Wanda Lancaster
Wanda Lancaster

STATE OF Iowa
COUNTY OF Black Hawk

On 4/30/2013, before me, KAREN A HOSTETLER, a Notary Public in and for Black Hawk in the State of Iowa, personally appeared KAREN SMITH, Authorized Officer, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/har/their authorized capacity, and that by his/her/their signature on the instrument the person(s), of the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal,
Karen A Hostetler
KAREN A HOSTETLER
Notary Expires: 11/01/2015 #775562

KAREN A HOSTETLER
Notarial Seal - Iowa
Commission # 775562
My Commission Expires 11-01-2015
(This area for notarial seal)

STATE OF SOUTH CAROLINA
COUNTY OF CLARENDON
Wilmington Savings Fund Society, FSB, D/B/A
Christiana Trust as Owner Trustee of the
Residential Credit Opportunities Trust V,
Plaintiff,

IN THE COURT OF COMMON PLEAS
C/A NO.: 2018-CP-14-00044

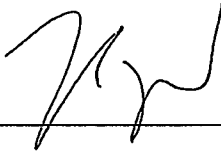
vs.

AFFIDAVIT OF DEFAULT

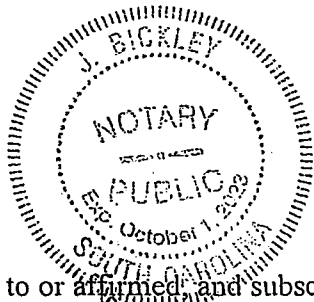
Leroy Hooks, II; Ford Motor Credit Company,
LLC,
Defendant(s).

PERSONALLY APPEARED before me, the undersigned, who being duly sworn, deposes and says that he is one of the attorneys for the Plaintiff in the above-entitled action, and the Defendant(s) above named were duly served with the Summons and Complaint in this action.

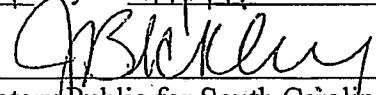
That more than thirty (30) days have elapsed since the service of the Summons and Complaint and Defendant(s) Leroy Hooks, II; Ford Motor Credit Company, LLC; have failed to plead or otherwise defend and these Defendant(s) are now in default.



Brock Dengerfield, SCB# 77912
Attorney for Plaintiff
Brock & Scott, PLLC
3800 Fernandina Road, Suite 110
Columbia, SC 29210
Phone 803-454-3540
Fax 803-454-3541
Date: 4/24/2018



Sworn to or affirmed, and subscribed before me this the
24 day of April, 2018.


Notary Public for South Carolina
Commission Expires: 10/1/23



STATE OF SOUTH CAROLINA
COUNTY OF CLARENDON

IN THE COURT OF COMMON PLEAS
C/A NO.: 2018-CP-14-00044

Wilmington Savings Fund Society, FSB,
D/B/A Christiana Trust as Owner Trustee of
the Residential Credit Opportunities Trust V,
Plaintiff,

vs.

NOTICE OF FINAL HEARING

Leroy Hooks, II; Ford Motor Credit
Company, LLC,
Defendant(s).

YOU WILL PLEASE TAKE NOTICE THAT, by virtue of the Order of Reference issued in the above-entitled cause, The Honorable W.B. McCollough, Special Referee for Clarendon County, has appointed May 3, 2018 at 11:00AM at 2 Courthouse Square, Kingstree, SC 29556, as the time and place for holding a Final Hearing in Foreclosure, at which time and place all interested parties will appear, and that the Plaintiff intends to prepare and submit a Record of Hearing containing written testimony. The Special Referee will be authorized to enter a final judgment and to order the judicial sale of the property subject to foreclosure herein.

You are requested to notify Brock & Scott, PLLC at phone number (803) 454-3540 of your intention to appear.

S/David R. Schlosser, II
S.C. Bar No. 102820
Brock & Scott, PLLC
3800 Fernandina Road, Suite 110
Columbia, SC 29210
Phone 803-454-3540 Fax 803-454-3541
Attorneys for Plaintiff
David.Schlosser@brockandscott.com

Dated: April 19, 2018
Columbia, South Carolina

STATE OF SOUTH CAROLINA
COUNTY OF CLARENDON
Wilmington Savings Fund Society, FSB,
D/B/A Christiana Trust as Owner Trustee of
the Residential Credit Opportunities Trust V,
Plaintiff,

IN THE COURT OF COMMON PLEAS
C/A NO.: 2018-CP-14-00044

vs.

CERTIFICATE OF SERVICE BY MAIL

Leroy Hooks, II; Ford Motor Credit
Company, LLC,
Defendant(s).

The undersigned hereby certifies that he/she is an employee of Brock & Scott, PLLC,
and is a person of such age and discretion as to be competent to serve papers.

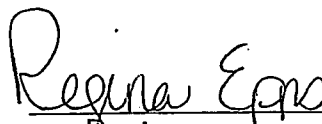
That on the 19th day of April, 2018, he/she served a copy of the Notice of Hearing by
placing said copy in a postage paid envelope addressed to each of the following persons at
the address stated below, which is the last known address, and by depositing said envelope
and contents in the U.S. Mail.

Pleading: Notice of Final Hearing
Party (ies) Served:

Occupant(s)
1992 Jacks Creek Road
Summerton, SC 29148

Leroy Hooks, II
1992 Jacks Creek Road
Summerton, SC 29148

Ford Motor Credit Company, LLC
c/o CT Corporation System, Registered Agent
2 Office Park Court, Suite 103
Columbia, SC 29223



Regina Epps
Brock & Scott, PLLC

Columbia, South Carolina

Affidavit of Publication

In

The Manning Times

Personally appeared before me, Leigh Ann Maynard, who, being duly sworn, says that she is the publisher of The Manning Times, published on Thursday of each week in Manning, Clarendon County, State of South Carolina: that the notice, of which printed copy is hereby

attached, was published in The Manning Times for three (3) issues, and publication commencing on March 1, 2018, and ending on March 15, 2018.

Leigh Ann Maynard
Leigh Ann Maynard

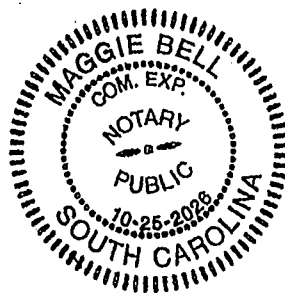
Sworn to before me this 21st day of March, 2018

Maggie Bell (L.S.)

Maggie Bell

Notary Public for South Carolina

Commission Expires October 25th 2026.



NOTICE

STATE OF SOUTH CAROLINA
COUNTY OF CLARENDON
IN THE COURT OF COMMON PLEAS
C/A NO.: 2018-CP-14-00044

Wilmington Savings Fund Society, FSB, D/B/A Christiana Trust as Owner Trustee of the Residential Credit Opportunities Trust V, Plaintiff;

v. Leroy Hooks, II; Ford Motor Credit Company, LLC, Defendant(s).

SUMMONS AND NOTICES (Non-Jury)

FORECLOSURE OF REAL ESTATE MORTGAGE TO THE DEFENDANT(S)

ABOVE NAMED: YOU ARE HEREBY SUMMONED and required to appear and defend by answering the Complaint in this action, a copy of which is hereby served upon you, and to serve a copy of your Answer on the subscribers at their offices at 3800 Fernandina Road, Suite 110, Columbia, SC 29210, within thirty (30) days after the service hereof, exclusive of the day of such service; except that the United States of America, if named, shall have sixty (60) days to answer after the service hereof, exclusive of the day of such service; and if you fail to do so, judgment by default will be rendered against you for the relief demanded in the Complaint. TO MINOR(S) OVER FOURTEEN YEARS OF AGE, AND/OR TO MINOR(S) UNDER FOURTEEN YEARS OF AGE AND THE PERSON WITH WHOM THE MINOR(S) RESIDES, AND/OR TO PERSONS UNDER SOME LEGAL DISABILITY: YOU ARE FURTHER SUMMONED AND NOTIFIED to apply for the appointment of a guardian ad litem within thirty (30) days after the service of this Summons and Notice upon you. If you fail to do so, application for such appointment will be made by Attorney for Plaintiff.

ELECTRONICALLY FILED - 2018 Apr 02 9:55 AM - CLARENDON - COMMON PLEAS - CASE#2018CP1400044

YOU WILL ALSO TAKE NOTICE that Plaintiff will move for an Order of Reference or the Court may issue a general Order of Reference of this action to a Master-in-Equity/Special Referee, pursuant to Rule 53 of the South Carolina Rules of Civil Procedure.

YOU WILL ALSO TAKE NOTICE that under the provisions of S.C. Code Ann. § 29-3-100, effective June 16, 1993, any collateral assignment of rents contained in the referenced Mortgage is perfected and Attorney for Plaintiff hereby gives notice that all rents shall be payable directly to it by delivery to its undersigned attorneys from the date of default. In the alternative, Plaintiff will move before a judge of this Circuit on the 10th day after service hereof, or as soon thereafter as counsel may be heard, for an Order enforcing the assignment of rents, if any, and compelling payment of all rents covered by such assignment directly to the Plaintiff, which motion is to be based upon the original Note and Mortgage herein and the Complaint attached hereto.

NOTICE OF FILING COMPLAINT

TO THE DEFENDANTS ABOVE NAMED:

YOU WILL PLEASE TAKE NOTICE that the original Complaint, Cover Sheet for Civil Actions and Certificate of Exemption from ADR in the above entitled action was filed in the Office of the Clerk of Court for Clarendon County on February 5, 2018. A Notice of Foreclosure Intervention was also filed in the Clerk of Court's Office.

Brock & Scott, PLLC
3800 Fernandina Road, Suite 110

Columbia, SC 29210
Phone 844-856-6646 Fax 803-454-3451

Attorneys for Plaintiff
(3/1, 3/8, 3/15)

STATE OF SOUTH CAROLINA
COUNTY OF CLARENDON

IN THE COURT OF COMMON PLEAS

C/A NO.: 2018-CP-14-00044

Wilmington Savings Fund Society, FSB, D/B/A
Christiana Trust as Owner Trustee of the Residential
Credit Opportunities Trust V,

Plaintiff,

CERTIFICATE OF SERVICE BY MAIL

vs.

Leroy Hooks, II; Ford Motor Credit Company, LLC,

Defendant(s).

The undersigned hereby certifies that he/she is an employee of Brock & Scott, PLLC, and is a person of such age and discretion to be competent to serve papers.

That on the 5th day of March, 2018, he/she served a copy of the below listed document(s) by placing said copy in a postage paid envelope addressed to each of the following persons at the address stated below, which is the last known address, and by depositing said envelope and contents in the U.S. Mail.

- Documents: -Proposed Order of Reference
- Certificate of Service

Party(ies) Served:

Leroy Hooks, II
2828 Piedmont Road NE, Apt. 1
Atlanta, GA 30305

Ford Motor Credit Company, LLC
c/o CT Corporation System, Registered Agent
2 Office Park Court, Suite 103
Columbia, SC 29223

Maramba Watson
Paralegal
Brock & Scott, PLLC

Columbia, South Carolina

STATE OF SOUTH CAROLINA
COUNTY OF CLARENDON

IN THE COURT OF COMMON PLEAS
CASE NO. 2018-CP-14-00044

Wilmington Savings Fund Society, FSB,
D/B/A Christiana Trust as Owner Trustee of
the Residential Credit Opportunities Trust V,
Plaintiff,

**AFFIDAVIT IN SUPPORT OF MOTION
FOR SERVICE BY PUBLICATION
PURSUANT TO
S.C. CODE ANN. §15-9-710
(LAW, CO-OP. 1976, AS AMENDED)**

vs.

Leroy Hooks, II; Ford Motor Credit
Company, LLC,

Defendants.

PERSONALLY APPEARED before me, the undersigned attorney, who being first
duly sworn, deposes and says:

1. The undersigned is an attorney for the Plaintiff and is a member of the Bar of
this State.

2. One or more cause of action in this case relates to real property in this State
and the Defendant(s) have, or may claim, a lien or interest, actual or contingent as described
in plaintiff's pleadings herein, and the relief demanded consists wholly or partly in
excluding the Defendant(s) from said described interest or lien therein. As such, each said
Defendant is a proper party to the action.

3. The Plaintiff, Plaintiff's counsel, and individuals or entities hired by
Plaintiff's counsel have exercised due diligence in attempting to locate the Defendant Leroy
Hooks, II in the State of South Carolina. Plaintiff's counsel reviewed account records
provided to it by the Plaintiff as well as records found in the title search of the subject real
property to determine a likely address. Plaintiff's counsel further engaged ABC LEGAL
SERVICES, INC, for the purpose of attempting service of process upon addresses provided
by Plaintiff's counsel and for performing a location search that utilizes various information
sources.

4. Kayci Cail employee of ABC LEGAL SERVICES, INC, provided an
Affidavit of Due and Diligent Search which is attached hereto as Exhibit "A" and detail(s)
all efforts to locate said Defendant; and from Diane Giddings, and Virginia Saxon, whose
Affidavits of Non-Service are attached hereto as Exhibits "B", and "C", and detail(s)

attempts to serve the Defendant.

5. Plaintiff's attorney and others hired to assist Plaintiff's attorney have exercised due diligence but have been unable to locate the Defendant Leroy Hooks, II within the State of South Carolina.

FURTHER DEPONENT SAYETH NOT.

Be J

Brad Stokes SCSB 78032

Brock & Scott, PLLC
3800 Fernandina Road, Suite 110
Columbia, SC 29210
Phone: (803) 454-3540 Fax: (803) 454-3541
Attorney for Plaintiff

Dated: 2, 19, 18

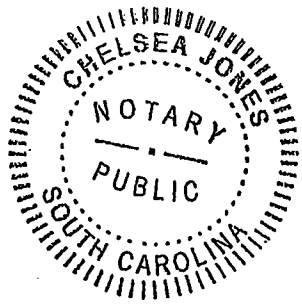
Columbia, South Carolina

SWORN TO OR AFFIRMED, AND SUBSCRIBED TO BEFORE ME

This 19 day of February, 2018

Notary Public for South Carolina
My Commission Expires: 04/07/2024

[Handwritten signature]



IN THE COURT OF COMMON PLEAS OF THE STATE OF SOUTH CAROLINA FOR
CLARENDON COUNTY

Wilmington Savings Fund Society, FSB,
d/b/a Christiana Trust as Owner Trustee of
the Residential Credit Opportunities Trust
V,

Plaintiff,

vs.

Leroy Hooks, II; et.al.,

Defendant.

Cause No. 2018CP1400044

AFFIDAVIT OF DUE DILIGENCE FOR
LEROY HOOKS, II AS PREPARED BY
KAYCI CAIL

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I, Kayci Cail, being duly sworn, depose and say:

1. I am an employee of ABC Legal Services, Inc., and am authorized to make this
declaration on its behalf. I am a Private Investigator licensed by the State of Washington
(WA license number 3734), over the age of eighteen, a resident of the State of Washington,
a citizen of the United States of America, not a party to nor interested in the above
captioned matter. If called upon to testify in this action, as to the matters set forth in this
affidavit, I could and would competently testify thereto.

EXHIBIT
" A "

1 2. On or about 02/06/2018, ABC Legal Services received a request to locate and serve
2 the above captioned documents on Defendant Leroy Hooks, II.

3 3. I performed a diligent search to locate the defendant. As a licensed Private
4 Investigator, I have access to numerous private and public record sources not customarily
5 available to the general public. In these sources, I am able to link the defendant to the
6 results by utilizing the defendant's SSN, date of birth, and other identifiers.

7 4. A search was initiated of third party credit header data, which is the non-financial
8 identifying information located at the top of an individual's credit report. This data is
9 ultimately sourced from national credit bureaus including but not limited to Experian and
10 Transunion. Among other information, it consists of addresses reported by an individual
11 accompanied by the dates or date range that the address was reported. Credit headers do
12 not contain the confidential financial information in the body of a credit report.

13 5. In addition to credit header data, I also searched the following record sources:

- 14 • State and United States District Court records
- 15 • DMV records
- 16 • Real property records
- 17 • County public records
- 18 • USPS forwarding information
- 19 • Telephone listings
- 20 • Internet searches
- 21 • Voter registration records
- 22 • Nationwide Masterfile death search
- 23 • County jails and state and federal prisons
- 24 • Inquiry to determine if the defendant is in military service
- 25 • Regulatory agencies for professional or occupational licensing

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6. During the course of this investigation, the following relevant information was discovered:

- a. Addresses associated with the defendant's SSN:
1992 Jack Creek Rd, Summerton, SC 29148
2828 Piedmont Rd NE Apt 1, Atlanta, GA 30305
- b. Phone number ***-***-8739 appears on records as a cell phone number for the defendant. This number is answered by a voicemail for "Delphine". A message left at this number for the defendant has not been returned to date.

Phone number ***-***-3499 appears on records as a landline number for the defendant. This number is disconnected.
- c. No voter registration records were found for the defendant in Clarendon County.
- d. The Clarendon County Assessor indicates the real property associated with parcel ID 038-00-02-016-00 is owned by Leroy Hooks II. A mailing address of 1992 Jack Creek Rd, Summerton, SC 29148 is reported.
- e. South Carolina vehicle registration records obtained from a third party reflect 1992 Jack Creek Rd, Summerton, SC 29148 as the defendant's address. This record is showing as a historical record with the latest registration date being 10/3/2016. No current vehicle records were found for the defendant.

7. ABC Legal's database records document the following attempts at service on the defendant. The following information is based on my review of ABC Legal's database records, which are in my custody and control and known by me to be accurate and true:

1 2828 Piedmont Rd NE Apt 1, Atlanta, GA 30305:

2 2/8/2018 10:06 AM: Per JOHN DOE, WHO REFUSED TO GIVE NAME, RESIDENT, a
3 red-headed white male contact approx. 45-55 years of age, 5'8"-5'10" tall and weighing
4 160-180 lbs with a beard... The man told me he did not know the defendant, but that the
5 unit is empty and being renovated.

6 1992 Jacks Creek Rd, Summerton, SC 29148:

7 2/7/2018 10:21 AM: Vacant property: overgrown, vacancy notice posted.

8
9 I declare under penalty of perjury under the laws of the State of South Carolina that the
10 foregoing is true and correct to the best of my knowledge on the date and time herein
11 noted.

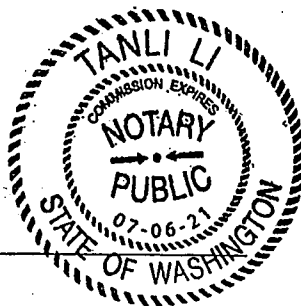
12
13 Executed this 14th day of February, 2018 at Seattle, Washington

14
15 Kayci Cail

16 Kayci Cail

17
18 Subscribed and sworn before me
19 this 14th day of February, 2018.

20
21 [Signature]
22 a Notary Public in the State of Washington,
23 Executed in King County





**Status Report
Pursuant to Servicemembers Civil Relief Act**

SSN: [REDACTED]
 Birth Date:
 Last Name: HOOKS
 First Name: LEROY
 Middle Name:
 Status As Of: Feb-14-2018
 Certificate ID: J01ZFXM514637D3

On Active Duty On Active Duty Status Date			
Active Duty Start Date	Active Duty End Date	Status	Service Component
NA	NA	No	NA
This response reflects the individual's active duty status based on the Active Duty Status Date			

Left Active Duty Within 367 Days of Active Duty Status Date			
Active Duty Start Date	Active Duty End Date	Status	Service Component
NA	NA	No	NA
This response reflects where the individual left active duty status within 367 days preceding the Active Duty Status Date			

The Member or His/her Unit Was Notified of a Future Call-Up to Active Duty on Active Duty Status Date			
Order Notification Start Date	Order Notification End Date	Status	Service Component
NA	NA	No	NA
This response reflects whether the individual or his/her unit has received early notification to report for active duty			

Upon searching the data banks of the Department of Defense Manpower Data Center, based on the information that you provided, the above is the status of the individual on the active duty status date as to all branches of the Uniformed Services (Army, Navy, Marine Corps, Air Force, NOAA, Public Health, and Coast Guard). This status includes information on a Servicemember or his/her unit receiving notification of future orders to report for Active Duty.

Michael V. Sorrento, Director
 Department of Defense - Manpower Data Center
 400 Gigling Rd.
 Seaside, CA 93955

ELECTRONICALLY FILED - 2018 Feb 20 2:13 PM - CLARENDON - COMMON PLEAS - CASE#2018CP1400044

The Defense Manpower Data Center (DMDC) is an organization of the Department of Defense (DoD) that maintains the Defense Enrollment and Eligibility Reporting System (DEERS) database which is the official source of data on eligibility for military medical care and other eligibility systems.

The DoD strongly supports the enforcement of the Servicemembers Civil Relief Act (50 USC App. ? 501 et seq, as amended) (SCRA) (formerly known as the Soldiers' and Sailors' Civil Relief Act of 1940). DMDC has issued hundreds of thousands of "does not possess any information indicating that the individual is currently on active duty" responses, and has experienced only a small error rate. In the event the individual referenced above, or any family member, friend, or representative asserts in any manner that the individual was on active duty for the active duty status date, or is otherwise entitled to the protections of the SCRA, you are strongly encouraged to obtain further verification of the person's status by contacting that person's Service. Service contact information can be found on the SCRA website's FAQ page (Q33) via this URL: <https://scra.dmdc.osd.mil/faq.xhtml#Q33>. If you have evidence the person was on active duty for the active duty status date and you fail to obtain this additional Service verification, punitive provisions of the SCRA may be invoked against you. See 50 USC App. ? 521(c).

This response reflects the following information: (1) The individual's Active Duty status on the Active Duty Status Date (2) Whether the individual left Active Duty status within 367 days preceding the Active Duty Status Date (3) Whether the individual or his/her unit received early notification to report for active duty on the Active Duty Status Date.

More information on "Active Duty Status"

Active duty status as reported in this certificate is defined in accordance with 10 USC ? 101(d) (1). Prior to 2010 only some of the active duty periods less than 30 consecutive days in length were available. In the case of a member of the National Guard, this includes service under a call to active service authorized by the President or the Secretary of Defense under 32 USC ? 502(f) for purposes of responding to a national emergency declared by the President and supported by Federal funds. All Active Guard Reserve (AGR) members must be assigned against an authorized mobilization position in the unit they support. This includes Navy Training and Administration of the Reserves (TARs), Marine Corps Active Reserve (ARs) and Coast Guard Reserve Program Administrator (RPAs). Active Duty status also applies to a Uniformed Service member who is an active duty commissioned officer of the U.S. Public Health Service or the National Oceanic and Atmospheric Administration (NOAA Commissioned Corps).

Coverage Under the SCRA is Broader in Some Cases

Coverage under the SCRA is broader in some cases and includes some categories of persons on active duty for purposes of the SCRA who would not be reported as on Active Duty under this certificate. SCRA protections are for Title 10 and Title 14 active duty records for all the Uniformed Services periods. Title 32 periods of Active Duty are not covered by SCRA, as defined in accordance with 10 USC ? 101(d)(1).

Many times orders are amended to extend the period of active duty, which would extend SCRA protections. Persons seeking to rely on this website certification should check to make sure the orders on which SCRA protections are based have not been amended to extend the inclusive dates of service. Furthermore, some protections of the SCRA may extend to persons who have received orders to report for active duty or to be inducted, but who have not actually begun active duty or actually reported for induction. The Last Date on Active Duty entry is important because a number of protections of the SCRA extend beyond the last dates of active duty.

Those who could rely on this certificate are urged to seek qualified legal counsel to ensure that all rights guaranteed to Service members under the SCRA are protected.

WARNING: This certificate was provided based on a last name, SSN/date of birth, and active duty status date provided by the requester. Providing erroneous information will cause an erroneous certificate to be provided.

IN THE COURT OF COMMON PLEAS OF THE STATE OF SOUTH CAROLINA FOR CLARENDON COUNTY

Wilmington Savings Fund Society, FSB, d/b/a
Christiana Trust as Owner Trustee of the Residential
Credit Opportunities Trust V

Plaintiff/Petitioner

vs.
Leroy Hooks, II; et.al.

Defendant/Respondent

DOCKET NO: .2018CP1400044
FILING DATE: 02/05/2018

AFFIDAVIT OF NON-SERVICE OF:
Certificate of Exemption/Withdrawal From Arbitration and
Mediation; Lis Pendens; Summons and Notice; Complaint; Notice of
Right to Foreclosure Intervention; Foreclosure Intervention
Response Form; Affidavit Non Military Status

The undersigned, being first duly sworn, on oath deposes and says: That s(he) is now and at all times herein mentioned was a citizen of the United States, over the age of eighteen, not an officer of a plaintiff corporation, not a party to nor interested in the above entitled action, and is competent to be a witness therein.

Affiant states s(he) attempted to serve Leroy Hooks, II at the address of: 1992 Jacks Creek Rd, Summerton, SC 29148 and was unable to effect service for the following reasons:
2/7/2018 10:21 AM: Vacant property: overgrown, vacancy notice posted.

Is defendant active duty military? () NO () YES *Unknown*

Is the place of service the dwelling house or usual abode for the party being served? NO () YES

Is the Subject Property a Mobile Home? (X) NO () YES
Is a Mobile Home VIN # visible? () NO () YES

VIN #: *N/A*

DATED this ___ day of FEB 07, 2018.

Diana Giddings

Diana Giddings

SUBSCRIBED AND SWORN to before me this FEB 07 2018 day of __, 20__.

Robin D. Giddings

NOTARY PUBLIC in and for the State of South Carolina
My commission expires _____

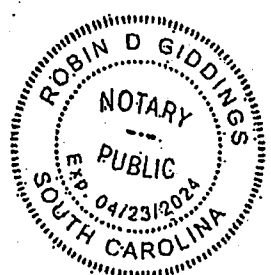


EXHIBIT
" B "

REF: 17-16410
FOR: Brock & Scott /SC

PAGE: 1 OF 1
ORIGINAL AFFIDAVIT OF
NON-SERVICE



IN THE COURT OF COMMON PLEAS OF THE STATE OF SOUTH CAROLINA FOR CLARENDON COUNTY

Wilmington Savings Fund Society, FSB, d/b/a
Christiana Trust as Owner Trustee of the Residential
Credit Opportunities Trust V

Plaintiff/Petitioner

DOCKET NO: 2018CP1400044

FILING DATE: 02/05/2018

vs.

Leroy Hooks, II; et.al.

Defendant/Respondent

AFFIDAVIT OF NON-SERVICE OF:

Certificate of Exemption/Withdrawal From Arbitration and
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Right to Foreclosure Intervention; Foreclosure Intervention
Response Form; Affidavit Non Military Status

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Is defendant active duty military? () NO () YES

Is the place of service the dwelling house or usual abode for the party being served? () NO () YES

Is the Subject Property a Mobile Home? (X) NO () YES

Is a Mobile Home VIN # visible? () NO () YES

VIN #: _____

DATED this 9th day of February, 2018.

Virginia Saxon
Virginia Saxon, Reg. # 18EX000001, Fulton County State Court

SUBSCRIBED AND SWORN to before me this 9th day of February, 2018.

RA
NOTARY PUBLIC in and for the State of Georgia
My commission expires 3/12/21

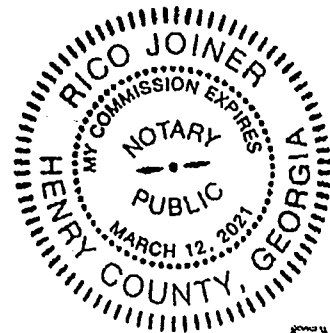


EXHIBIT
" C "

REF: 17-16410
FOR: Brock & Scott /SC

PAGE 1 OF 1
ORIGINAL AFFIDAVIT OF
NON-SERVICE



Tracking #: 0021818508

STATE OF SOUTH CAROLINA
COUNTY OF CLARENDON

IN THE COURT OF COMMON PLEAS
CASE NO. 2018-CP-14-00044

Wilmington Savings Fund Society, FSB,
D/B/A Christiana Trust as Owner Trustee
of the Residential Credit Opportunities
Trust V,

CERTIFICATE OF SERVICE BY MAIL

Plaintiff,
vs.

Leroy Hooks, II; Ford Motor Credit
Company, LLC,

Defendants.

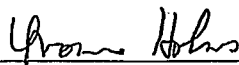
The undersigned hereby certifies that she is an employee of Brock & Scott, PLLC,
and is a person of such age and discretion to be competent to serve papers.

That on the 20th day of February, 2018, she served a copy of the below
listed document(s) by placing said copy in a postage paid envelope addressed to each of the
following persons at the address stated below, which is the last known address, and by
depositing said envelope and contents in the U.S. Mail.

- Documents:
- Lis Pendens
 - Summons
 - Notice of Foreclosure Intervention
 - Complaint

Party Served:

Leroy Hooks, II
1992 Jacks Creek Road
Summerton, SC 29148



Legal Assistant
Brock & Scott, PLLC

Columbia, South Carolina

- Page 3; "Disability; 100%; Schizophrenia, Chronic Undifferentiated."

8. SOCIAL SECURITY ADMINISTRATION

- Page 1; "Requesting to be representative payee of LEROY ALEXANDER HOOKS."
- Page 2; "LEROY ALEXANDER HOOKS needs a payee because he has a mental impairment."
- Page 3; "LEROY ALEXANDER HOOKS lives at 1992 JACKS CREEK RD, SUMMERTON, SC, 29148."

9. ROUVET V. ROUVET; 388 S.C. 301; 696 S.E.2d 204 (S.C. Ct. App. 2010)

- Page 6 (696 S.E.2d 209); "Where a court adjudicates the rights of a person who is not mentally competent without appointing a guardian *ad litem*, any judgment rendered by the court adverse to the person who is not competent is defective."
- Page 6 (696 S.E.2d 209); "Before divesting a person who is not competent of any rights, a court must proceed in strict compliance with the law."
- Page 6 (696 S.E.2d 210); "Accordingly, due to her incompetency, lack of notice and hearing, and lack of a guardian, we find Wife is entitled to relief from judgment."

MORTGAGE BEING PAID

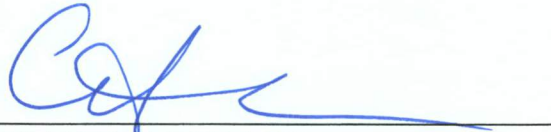
10. CHASE BANK STATEMENTS

- 3/30/18 - \$1,227.67; Ocwen Loan Servicing
- 4/4/18 - \$1,227.67; Ocwen Loan Servicing
- 5/2/18 - \$1,227.67; Ocwen Loan Servicing
- 10/1/18 - \$1,227.67; Ocwen Loan Servicing

Certificate of Counsel

The undersigned hereby certifies that the Record on Appeal contains all material proposed to be included by any of the parties and not any other material.

April 2, 2019



WILLIAM CETH LAND
LAND PARKER WELCH LLC
POST OFFICE BOX 138
MANNING, SOUTH CAROLINA 29102
ATTORNEY FOR APPELLANT

RECEIVED
APR 05 2019
SC Court of Appeals