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Jun 29 2020

SC Court of Appeals

IN THE STATE OF SOUTH CAROLINA
In The Court of Appeals

APPEAL FROM YORK COUNTY
Court of Common Pleas

Daniel D. Hall, Circuit Court Judge

Appellate Case No. 2019-001440

Karen K. BaberAppellant,

v.

Summit Funding, Inc.; Appraisal Innovations, LLC; Brian L. Blue; The Gillen Law Firm, P.A.; Michael F. Gillen; Allen Tate Co., Inc.; Colleen Coesens; Jonathan Garvey; Robert Ouzts; Connie Delaney; and Gloria Long-Robinson,

of whom

Summit Funding, Inc.; Allen Tate Co., Inc.; Colleen Coesens; Jonathan Garvey; Robert Ouzts; and Connie Delaney are the..... Respondents.

APPENDIX TO RECORD ON APPEAL

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Attorney for Respondents Allen Tate Co. Inc., Colleen Coesens,
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Montrio Montess Belton, Sr.
125 Hampton Street, Suite 200
PO Box 566
Rock Hill, SC 29731
Attorney for Respondent Gloria Long-Robinson

INDEX

Exhibit 10 Email re Pre-approval1
Exhibit 26 Direct Endorsement Approval3

From: "Steve Reynolds" <steve.reynolds@summitfunding.net>
Date: January 14, 2015 9:37:35 PM
To: "jonathan.garvey@allentate.com" <jonathan.garvey@allentate.com>
Subject: **Baber**

Attachments: baber.doc;

Pre Approval for Karen Baber,

Let me know if you need anything else..

Thanks



January 13, 15

We are pleased to advise that we have pre- approved the application for a loan to be secured by a first lien on the security described below subject to the following terms and conditions.

Borrower: Albert Karen Baber
Property Address: 255 Rolling Ridge Road Rock Hill, SC 29732

Purchase Price \$ 145,000
Loan Type: FHA
Interest Rate: Floating

Conditions/Requirements

1. Original hazard insurance policy. Receipt for 1st year premium, covering loan amount.
2. Current Survey if applicable
3. Title Policy
4. Termite Report if applicable
5. Full Property Appraisal with photos and acceptable comparable sales.
6. Flood insurance if surveyor's certification indicates property is in a flood zone.
7. Evidence of sufficient funds to close and 2months reserves.
8. Need updated bank statements, tax returns, pay stubs, 401K, etc., 30 days prior to closing
9. No material changes prior to closing.
10. Lock in rate & points. Ratio's not to exceed standard qualifying ratios.

This approval has been credit approved and credit reviewed based on Fannie Mae guidelines and is subject to final underwriting.

This approval is subject to no new derogatory credit reporting.

Thank you for allowing us to serve your mortgage needs.

Steve Reynolds
Summit Funding

NMLS #55918

*Baber 26
2-15-11 FC*

Approval No VA: 2900-0144 (exp. 11/30/2016)
HUD: 2502-0059 (exp 04/30/2017)

HUD/VA Addendum to Uniform Residential Loan Application

Part I - Identifying Information (mark the type of application) 1. <input type="checkbox"/> VA Application for Home Loan Guaranty <input checked="" type="checkbox"/> HUD/FHA Application for Insurance under the National Housing Act		2. Agency Case No. (include any suffix) 461-6145927-703	3. Lender's Case No. CNL1412x614460	4. Section of the Act (for HUD cases) 203B
5. Borrower's Name & Present Address (include zip code) KAREN K BABER 3356 GOODPLACE Rock Hill, SC 29732		7. Loan Amount (include the UFMP if for HUD or Funding Fee II for VA) \$ 142,023.00	8. Interest Rate 4.375 %	9. Proposed Maturity 30 yrs mos.
		10. Discount Amount (only if borrower is permitted to pay) \$ 2,098.88	11. Amount of Up Front Premium \$ 98.37 / mo	12b. Term of Monthly Premium 360 months
6. Property Address (including name of subdivision, lot & block no. & zip code) 255 ROLLING RIDGE ROAD Rock Hill, SC 29732		13. Lender's I.D. Code 1056900188	14. Sponsor / Agent I.D. Code	
15. Lender's Name & Address (include zip code) Summit Funding, Inc. 2241 Harvard St., Suite 200 Sacramento, CA 95815			16. Name & Address of Sponsor / Agent	
			17. Lender's Telephone Number 916-266-4400	

Type or Print all entries clearly

VA: The veteran and the lender hereby apply to the Secretary of Veterans Affairs for Guaranty of the loan described here under Section 3710, Chapter 37, Title 38, United States Code, to the full extent permitted by the veteran's entitlement and severally agree that the Regulations promulgated pursuant to Chapter 37, and in effect on the date of the loan shall govern the rights, duties, and liabilities of the parties.

18. First Time Homebuyer? a. <input checked="" type="checkbox"/> Yes b. <input type="checkbox"/> No	19. VA Only Title will be Vested in: <input type="checkbox"/> Veteran <input type="checkbox"/> Veteran & Spouse <input type="checkbox"/> Other (specify)	20. Purpose of Loan (blocks 9 - 12 are for VA loans only) 1) <input checked="" type="checkbox"/> Purchase Existing Home Previously Occupied 2) <input type="checkbox"/> Finance Improvements to Existing Property 3) <input type="checkbox"/> Refinance (Refi.) 4) <input type="checkbox"/> Purchase New Condo. Unit 5) <input type="checkbox"/> Purchase Existing Condo. Unit 6) <input type="checkbox"/> Purchase Existing Home Not Previously Occupied	7) <input type="checkbox"/> Construct Home (proceeds to be paid out during construction) 8) <input type="checkbox"/> Finance Co-op Purchase 9) <input type="checkbox"/> Purchase Permanently Sited Manufactured Home 10) <input type="checkbox"/> Purchase Permanently Sited Manufactured Home & Lot 11) <input type="checkbox"/> Refi. Permanently Sited Manufactured Home to Buy Lot 12) <input type="checkbox"/> Refi. Permanently Sited Manufactured Home/Lot Loan
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Part II - Lender's Certification

21. The undersigned lender makes the following certifications to induce the Department of Veterans Affairs to issue a certificate of commitment to guarantee the subject loan or a Loan Guaranty Certificate under Title 38, U.S. Code, or to induce the Department of Housing and Urban Development - Federal Housing Commissioner to issue a firm commitment for mortgage insurance or a Mortgage Insurance Certificate under the National Housing Act.

A. The loan terms furnished in the Uniform Residential Loan Application and this Addendum are true, accurate and complete.

B. The information contained in the Uniform Residential Loan Application and this Addendum was obtained directly from the borrower by an employee of the undersigned lender or its duly authorized agent and is true to the best of the lender's knowledge and belief.

C. The credit report submitted on the subject borrower (and co-borrower, if any) was ordered by the undersigned lender or its duly authorized agent directly from the credit bureau which prepared the report and was received directly from said credit bureau.

D. The verification of employment and verification of deposits were requested and received by the lender or its duly authorized agent without passing through the hands of any third persons and are true to the best of the lender's knowledge and belief. Items "H" through "J" are to be completed as applicable for VA loans only.

E. The Uniform Residential Loan Application and this Addendum were signed by the borrower after all sections were completed.

F. This proposed loan to the named borrower meets the income and credit requirements of the governing law in the judgment of the undersigned.

G. To the best of my knowledge and belief, I and my firm and its principals: (1) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency; (2) have not, within a three-year period preceding this proposal, been convicted of or had a civil judgment rendered against them for (a) commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; (b) violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; (3) are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph G(2) of this certification; and (4) have not, within a three-year period preceding this application/proposal, had one or more public transactions (Federal, State or local) terminated for cause or default.

H. The names and functions of any duly authorized agents who developed on behalf of the lender any of the information or supporting credit data submitted are as follows:

Name & Address Summit Funding, Inc 2601 Fair Oaks Blvd Sacramento, CA 95864	Function (e.g., obtained information on the Uniform Residential Loan Application, ordered credit report, verifications of employment, deposits, etc.) Processing of the Loan Underwriting of the Loan
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If no agent is shown above, the undersigned lender affirmatively certifies that all information and supporting credit data were obtained directly by the lender.

I. The undersigned lender understands and agrees that it is responsible for the omissions, errors, or acts of agents identified in Item H as to the functions with which they are identified.

J. The proposed loan conforms otherwise with the applicable provisions of Title 38, U.S. Code, and of the regulations concerning guaranty or insurance of loans to veterans.

Signature of Officer of Lender <i>[Signature]</i>	Title of Officer of Lender FC	Date (mm/dd/yyyy) 06/02/2015
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Part III - Notices to Borrowers. Public reporting burden for this collection of information is estimated to average 6 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. This agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a valid OMB control number. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to Washington Headquarters Service, Paperwork Project (0172-0047), Washington, DC 20503.

OMB No. 2502-0059

This information is required to be provided to HUD or HUD/FHA by law. Failure to provide any of the requested information, including SSN, may result in disapproval of your loan application. This is a notice to you as required by the Right to Financial Privacy Act of 1978 that VA or HUD/FHA has a right of access to financial records held by financial institutions in connection with the consideration or administration of assistance to you. Financial records involving your transaction will be available to VA and HUD/FHA without further notice or authorization but will not be disclosed or released by this institution to another Government Agency or Department without your consent except as required by law.

form HUD-92900-A (09/2010)
VA Form 28-1802a (06/2014)
Ellie Mae, Inc.



or permitted by law. Caution: Delinquencies, defaults, foreclosures and abuses of mortgage loans involving programs of the Federal Government can be costly and detrimental to your credit, now and in the future. The lender in this transaction, its agents and assigns as well as the Federal Government, its agencies, agents and assigns, are authorized to take any and all of the following actions in the event loan payments become delinquent on the mortgage loan described in the attached application: (1) Report your name and account information to a credit bureau; (2) Assess additional interest and penalty charges for the period of time that payment is not made; (3) Assess charges to cover additional administrative costs incurred by the Government to service your account; (4) Offset amounts owed to you under other Federal programs; (5) Refer your account to a private attorney, collection agency or mortgage servicing agency to collect the amount due; (6) Foreclose the mortgage, sell the property and seek judgment against you for any deficiency; (7) Refer your account to the Department of Justice for litigation in the courts; (8) If you are a current or retired Federal employee, take action to offset your salary, or civil service retirement benefits; (9) Refer your debt to the Internal Revenue Service for offset against any amount owed to you as an income tax refund; and (10) Report any resulting written-off debt of yours to the Internal Revenue Service as your taxable income. All of these actions can and will be used to recover any debts owed when it is determined to be in the interest of the lender and/or the Federal Government to do so.

Part IV - Borrower Consent for Social Security Administration to Verify Social Security Number

I authorize the Social Security Administration to verify my Social Security number to the Lender identified in this document and HUD/FHA, through a computer match conducted by HUD/FHA.

I understand that my consent allows no additional information from my Social Security records to be provided to the Lender, and HUD/FHA and that verification of my Social Security number does not constitute confirmation of my identity. I also understand that my Social Security number may not be used for any other purpose than the one stated above, including resale or redisclosure to other parties. The only other redisclosure permitted by this authorization is for review purposes to ensure that HUD/FHA complies with SSA's consent requirements.

I am the individual to whom the Social Security number was issued or that person's legal guardian. I declare and affirm under the penalty of perjury that the information contained herein is true and correct. I know that if I make any representation that I know is false to obtain information from Social Security records, I could be punished by a fine or imprisonment or both.

This consent is valid for 180 days from the date signed, unless indicated otherwise by the individual(s) named in this loan application.

Read consent carefully. Review accuracy of social security number(s) and birth dates provided on this application.

KAREN K BABER 5-25-15
 KAREN K BABER DATE

Part V - Borrower Certification

22. Complete the following for a HUD/FHA Mortgage.

22a. Do you own or have you sold other real estate within the past 60 months on which there was a HUD/FHA mortgage? Yes No | Is it to be sold? Yes No | 22b. Sales Price \$ | 22c. Original Mortgage Amt \$

22d. Address

22e. If the dwelling to be covered by this mortgage is to be rented, is it a part of, adjacent or contiguous to any project subdivision or group of concentrated rental properties involving eight or more dwelling units in which you have any financial interest? Yes No If "Yes" give details.

22f. Do you own more than four dwellings? Yes No If "Yes" submit form HUD-92561.

23. Complete for VA-Guaranteed Mortgage. Have you ever had a VA home loan? Yes No
 IMPORTANT: If you are certifying that you are married for the purpose of VA benefits, your marriage must be recognized by the place where you and/or your spouse resided at the time of marriage, or where you and/or your spouse resided when you filed your claim (or a later date when you become eligible for benefits) (38 U.S.C. § 103(c)). Additional guidance on when VA recognizes marriages is available at <http://www.va.gov/va/marriage/>.

24. Applicable for Both VA & HUD. As a home loan borrower, you will be legally obligated to make the mortgage payments called for by your mortgage loan contract. The fact that you dispose of your property after the loan has been made will not relieve you of liability for making these payments. Payment of the loan in full is ordinarily the way liability on a mortgage note is ended. Some home buyers have the mistaken impression that if they sell their homes when they move to another locality, or dispose of it for any other reasons, they are no longer liable for the mortgage payments and that liability for these payments is solely that of the new owners. Even though the new owners may agree in writing to assume liability for your mortgage payments, this assumption agreement will not relieve you from liability to the holder of the note which you signed when you obtained the loan to buy the property. Unless you are able to sell the property to a buyer who is acceptable to VA or to HUD/FHA and who will assume the payment of your obligation to the lender, you will not be relieved from liability to repay any claim when VA or HUD/FHA may be required to pay your lender on account of default in your loan payments. The amount of any such claim payment will be a debt owed by you to the Federal Government. This debt will be the object of established collection procedures.

25. I, the Undersigned Borrower(s) Certify that:

(1) I have read and understand the foregoing concerning my liability on the loan and Part III Notices to Borrowers.

(2) Occupancy: (for VA only - mark the applicable box)

(a) I now actually occupy the above-described property as my home or intend to move into and occupy said property as my home within a reasonable period of time or intend to reoccupy it after the completion of major alterations, repairs or improvements.

(b) My spouse is on active military duty and in his or her absence, I occupy or intend to occupy the property securing this loan as my home.

(c) I previously occupied the property securing this loan as my home. (for interest rate reductions)

(d) While my spouse was on active military duty and unable to occupy the property securing this loan, I previously occupied the property that is securing this loan as my home. (for interest rate reduction loans)

Note: If box 2b or 2d is checked, the veteran's spouse must also sign below.

(3) Mark the applicable box (not applicable for Home Improvement or Refinancing Loan) I have been informed that \$ 166,000.00 is:

the reasonable value of the property as determined by VA or;

the statement of appraised value as determined by HUD / FHA.

Note: If the contract price or cost exceeds the VA "Reasonable Value" or HUD/FHA "Statement of Appraised Value", mark either item (a) or item (b), whichever is applicable.

(a) I was aware of this valuation when I signed my contract and I have paid or will pay in cash from my own resources at or prior to loan closing a sum equal to the difference between the contract purchase price or cost and the VA or

HUD/FHA established value. I do not and will not have outstanding after loan closing any unpaid contractual obligation on account of such cash payment.

(b) I was not aware of this valuation when I signed my contract but have elected to complete the transaction at the contract purchase price or cost. I have paid or will pay in cash from my own resources at or prior to loan closing a sum equal to the difference between contract purchase price or cost and the VA or HUD/FHA established value. I do not and will not have outstanding after loan closing any unpaid contractual obligation on account of such cash payment.

(4) Neither I, nor anyone authorized to act for me, will refuse to sell or rent, after the making of a bona fide offer, or refuse to negotiate for the sale or rental of, or otherwise make unavailable or deny the dwelling or property covered by his/her loan to any person because of race, color, religion, sex, handicap, familial status or national origin. I recognize that any restrictive covenant on this property relating to race, color, religion, sex, handicap, familial status or national origin is illegal and void and civil action for preventive relief may be brought by the Attorney General of the United States in any appropriate U.S. District Court against any person responsible for the violation of the applicable law.

(5) All information in this application is given for the purpose of obtaining a loan to be insured under the National Housing Act or guaranteed by the Department of Veterans Affairs and the information in the Uniform Residential Loan Application and this Addendum is true and complete to the best of my knowledge and belief. Verification may be obtained from any source named herein.

(6) For HUD Only (for properties constructed prior to 1978) I have received information on lead paint poisoning. Yes Not Applicable

(7) I am aware that neither HUD / FHA nor VA warrants the condition or value of the property.

Signature(s) of Borrower(s) - Do not sign unless this application is fully completed. Read the certifications carefully & review accuracy of this application.

KAREN K BABER 5-25-15
 KAREN K BABER DATE

(Borrowers Must Sign Both Parts IV & V) Federal statutes provide severe penalties for any fraud, intentional misrepresentation, or criminal connivance or conspiracy purposed to influence the issuance of any guaranty or insurance by the VA Secretary or the HUD/FHA Commissioner.



Direct Endorsement Approval for a HUD/FHA-Insured Mortgage

U.S. Department of Housing and Urban Development

Part I - Identifying Information (mark the type of application) 1. <input checked="" type="checkbox"/> HUD/FHA Application for Insurance under the National Housing Act		2. Agency Case No. (include any suffix) 461-6145927-703	3. Lender's Case No. CNL1412x614460	4. Section of the Act (for HUD cases) 203B
5. Borrower's Name & Present Address (include zip code) KAREN K BABER 3356 GOODPLACE Rock Hill, SC 29732		7. Loan Amount (include the UFMP) \$ 142,023.00	8. Interest Rate 4.375 %	9. Proposed Maturity 30 yrs. mos.
6. Property Address (including name of subdivision, lot & block no. & zip code) 255 ROLLING RIDGE ROAD Rock Hill, SC 29732		10. Discount Amount (only if borrower is permitted to pay) \$ 2,098.88	11. Amount of Up Front Premium \$ 2,098.88	12a. Amount of Monthly Premium \$ 98.37 / mo.
		13. Lender's I.D. Code 1056900188	14. Sponsor / Agent I.D. Code	
15. Lender's Name & Address (include zip code) Summit Funding, Inc. 2241 Harvard St., Suite 200 Sacramento, CA 95815		16. Name & Address of Sponsor / Agent		
		17. Lender's Telephone Number 916-266-4400		
Sponsored Originations	Name of Loan Origination Company	Tax ID of Loan Origination Company	NMLS ID of Loan Origination Company	

Approved: Approved subject to the additional conditions stated below, if any.

Date Mortgage Approved **04/30/2015**

Date Approval Expires **06/25/2015**

<input type="checkbox"/> Modified & Approved as follows:	Loan Amount (include UFMP) \$	Interest Rate %	Proposed Maturity Yrs. Mos.	Monthly Payment \$	Amount of Up Front Premium \$	Amount of Monthly Premium \$	Term of Monthly Premium months
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Additional Conditions:

- If this is proposed construction, the builder has certified compliance with HUD requirements on form HUD-92541.
- If this is new construction, the lender certifies that the property is 100% complete (both on site and off site improvements) and the property meets HUD's minimum property standards and local building codes.
- Form HUD-92544, Builder's Warranty is required.
- The property has a 10-year warranty.
- Owner-Occupancy Not required (item (b) of the Borrower's Certificate does not apply).
- The mortgage is a high loan-to-value ratio for non-occupant mortgagee in military.
- Other: (specify)

This mortgage was rated as an "accept" or "approve" by FHA's Total Mortgage Scorecard. As such, the undersigned representative of the mortgagee certifies to the integrity of the data supplied by the lender used to determine the quality of the loan, that a Direct Endorsement Underwriter reviewed the appraisal (if applicable) and further certifies that this mortgage is eligible for HUD mortgage insurance under the Direct Endorsement program. I hereby make all certifications required for this mortgage as set forth in HUD Handbook 4000.4

Mortgagee Representative **BETTY KEMMER**

This mortgage was rated as a "refer" by FHA's Total Mortgage Scorecard, and/or was manually underwritten by a Direct Endorsement underwriter. As such, the undersigned Direct Endorsement underwriter certifies that I have personally reviewed the appraisal report (if applicable), credit application, and all associated documents and have used due diligence in underwriting this mortgage. I find that this mortgage is eligible for HUD mortgage insurance under the Direct Endorsement program and I hereby make all certifications required for this mortgage as set forth in HUD Handbook 4000.4

Direct Endorsement Underwriter _____ DE's CHUMS ID Number _____

The Mortgagee, its owners, officers, employees or directors do do not have a financial interest in or a relationship, by affiliation or ownership, with the builder or seller involved in this transaction.



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SC Court of Appeals

IN THE STATE OF SOUTH CAROLINA
In the Court of Appeals

APPEAL FROM YORK COUNTY
Court of Common Pleas

Daniel D. Hall, Circuit Court Judge

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vs.

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Michael F. Gillen; Allen Tate Co., Inc.; Colleen Coesens; Jonathan Garvey; Robert Ouzts;
Connie Delaney and Gloria Long-Robinson, Defendants,

Of which Summit Funding, Inc.; Allen Tate Co., Inc.; Colleen Coesens; Jonathan Garvey, Robert
Ouzts; Connie Delaney; and Gloria Long-Robinson are the Respondents.

CERTIFICATE OF SERVICE

The undersigned hereby certifies that on the date indicated below she served the following counsel with a copy of the *Final Brief of Summit Funding, Inc. and Motion to Supplement Record* by mailing a copy of the same via First Class, U.S. Mail to the addresses shown below.

Glenn E. Bowens
The Bowens Law Firm, P.C.
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Winnsboro, S.C. 29180

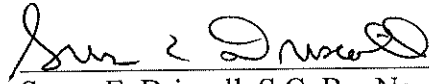
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Respectfully submitted,

Date: 06/29/2020



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Attorneys for Summit



A PROFESSIONAL ASSOCIATION | ATTORNEYS AT LAW

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SC Court of Appeals

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June 29, 2020

Honorable Jenny Abbot Kitchings
Clerk of Court
South Carolina Court of Appeals
1015 Sumter Street
Columbia, S.C. 29201

Re: Karen K. Baber v. Summit Funding, Inc., et al.
Appellate Case No. 2019-001440

Dear Ms. Kitchings:

Enclosed please find the Final Brief of Summit Funding, Inc., Motion to Supplement Record with Exhibit A and a Certificate of Service in the above captioned matter. As instructed, I am sending these documents to the Court by e-mail only. Should the Court require additional paper copies in accordance with the SCACR, please let me know.

With kindest regards, I remain

Respectfully,

DRISCOLL SHEEDY, P.A.

Susan E. Driscoll

cc: Scott Bruggemann, Esq.
Thomas L. Ogburn, III, Esq.
Creighton B. Coleman, Esq.
Glenn E. Bowens, Esq.
Russell Racine, Esq.