

6

THE STATE OF SOUTH CAROLINA
In The Court of Appeals

APPEAL FROM GEORGETOWN COUNTY
Court of Common Pleas

Daniel W. Stacy, Jr., Special Referee

Case No. 2016-CP-22-00334

The Bank of New York
Mellon, f/k/a The Bank of
New York, as trustee for the
certificateholders of the
CWABS, Inc., Asset-Backed
Certificates, Series 2005-16,

Respondent,

RECEIVED
NOV 18 2019
SC Court of Appeals

v.

Janet M. Smith, Portfolio
Recovery Associates, LLC and
James E. Byrdic,

Defendants

Of whom Janet M. Smith is the Appellant.

RECORD ON APPEAL

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STATE OF SOUTH CAROLINA
COUNTY OF GEORGETOWN

The Bank of New York Mellon, f/k/a The
Bank of New York, as trustee for the
certificate holders of the CWABS, Inc.,
Asset-Backed Certificates, Series 2005-16,

Plaintiff,

-vs-

Janet M. Smith, Portfolio Recovery
Associates, LLC and James E. Brydic

Defendant(s)

IN THE COURT OF COMMON PLEAS

CASE NO. 2016-CP-22-00334

ORDER

This matter came before me on Thursday, April 18, 2019 pursuant to Defendant Janet M. Smith's Motion to Set Aside Order Vacating Judgment. Present were Jon A. Ozolins, attorney for Defendant Janet M. Smith and Theodore von Keller, attorney for Plaintiff Bank of New York Mellon. After consideration of the Court filings, the submissions of the parties and argument of counsel, the Motion to Set Aside the Order Vacating Judgment is denied.

FINDINGS OF FACT

1. Defendant owns two tracts of land: 1) her home at 5301 County Line Rd. in Andrews, SC bearing Williamsburg County bearing tax map number 45-435-009 (hereinafter referred to as the "WILLIAMSBURG PROPERTY"), and 2) a lot at 72 Grape Drive in Andrews, SC bearing Georgetown County tax map 02-0134-028 (hereinafter referred to as the "GEORGETOWN PROPERTY"). (See Defendant's Answer and Counterclaim, paragraphs 7 and 8).
2. On November 15, 2005, Defendant executed a note to Countrywide Home Loans, Inc., Plaintiff's predecessor in interest, in the amount of \$73,000 and provided a mortgage to secure the debt.
3. Prior to the execution of the Mortgage, the lender, Countrywide Home Loans Inc., conducted an appraisal over the WILLIAMSBURG PROPERTY to determine whether to extend credit and accept a mortgage over the WILLIAMSBURG PROPERTY.
4. The appraisal is clear that it was the intention of the parties to mortgage the WILLIAMSBURG PROPERTY (also described as Defendant's residence). (See September 27, 2005 appraisal attached to affidavit of Randall Jackson).
5. Additionally the settlement statement from the November 17, 2005 loan closing reflects that the parties intended that the property to be secured by the mortgage was solely to be the WILLIAMSBURG PROPERTY (see HUD-1 Settlement Statement, attached to affidavit of Randall Jackson)
6. Defendant concedes in her Answer that no mortgage was intended to encumber the GEORGETOWN PROPERTY (See paragraph 11, Defendant's Answer and Counterclaim).

7. Defendant further concedes in her affidavit in support of the Motion to Vacate that the GEORGETOWN PROPERTY was not the proper property for the mortgage. (See paragraph 5, affidavit of Janet M. Smith).

8. In error, however, Exhibit A to the recorded Mortgage erroneously described the Defendant's GEORGETOWN PROPERTY.

9. The mortgage (the "Mortgage") with the incorrect Exhibit A property description was recorded with the Georgetown Registry of Deeds on December 28, 2005 at Book 2836 at Page 109.

10. The Court finds as a fact that the parties never intended for the Mortgage between the parties to encumber the GEORGETOWN PROPERTY.

11. The Court finds as a fact that the real property intended to be encumbered by the Mortgage was the WILLIAMSBURG PROPERTY.

12. The Court finds as a fact that the recording of the Mortgage in Georgetown County was a mutual mistake by the Plaintiff and Defendant.

13. The account of the Defendant subsequently went into default and on September 8, 2014 in case 2014-CP-45-00445 a foreclosure was commenced by Bank of New York Mellon, the assignee of Countrywide Home Loans, Inc. in Williamsburg County. The foreclosure was not completed and the loan was reinstated.

14. By order dated April 8, 2015, the Special Referee Wells Dickson issued an order in case 2014-CP-45-00445 reforming the Mortgage to reflect that the correct property securing the Mortgage was the WILLIAMSBURG PROPERTY. (See order dated April 8, 2015).

15. No appeal was taken by Defendant of the Order dated April 8, 2015.

16. On December 5, 2018, Judge Dickson issued a further order in case 2014- CP-45-00445 in which Plaintiff's third cause of action for foreclosure and sale was vacated and the order reforming the mortgage was reaffirmed. (See Order filed December 5, 2018).

17. No appeal was taken by Defendant of the Order dated December 5, 2018.

18. On September 20, 2016, a second mortgage foreclosure was commenced by Plaintiff in Georgetown County in case 2016-CP-22-00334. This mortgage foreclosure sought foreclosure of the land with the property address of the WILLIAMSBURG PROPERTY. However, the tax map number and metes and bounds utilized in the foreclosure action was that of the GEORGETOWN PROPERTY as that was the property description in the incorrect Exhibit A attached to the Mortgage.

19. Case number 2016-CP-22-00334 was referred to The Honorable Daniel W. Stacy, Jr. as Special Referee with authority to make findings of fact and conclusions of law; dispose of any and all issues and enter a final judgment in the case; order a judicial sale on any day, not just the regular judicial sale day; hear and dispose of any issues after sale or judgment, including, but not limited to, issuance of a Writ of Assistance and any issues involving appraisal under Code Section 29-3-680, et seq.

20. Defendant defaulted in the foreclosure action bearing case 2016-CP-22-00334 and on August 30, 2016 the Special Referee Daniel W. Stacy, Jr. entered an order foreclosing the GEORGETOWN PROPERTY.

21. The foreclosure sale was held on September 20, 2016 and Plaintiff was the successful bidder.

22. On January 10, 2017, a Writ of Assistance was issued by the Special Referee pursuant to his continuing jurisdiction which was served on the Defendant on February 28, 2017. (See Writ of Assistance and Affidavit of Service).

23. On November 13, 2018, Plaintiff commenced a foreclosure in Williamsburg County in case 2018-CP-45-00472. That foreclosure sought foreclosure of the WILLIAMSBURG PROPERTY.

24. Defendant filed an Answer and Counterclaim asserting that Plaintiff could not maintain the action in Case No.: 2018-CP-45-00472 because of the completed foreclosure in Case No.: 2016-CP-22-00334.

25. To correct the error of the previous incorrect foreclosure in case 2016-CP-22-00334, the Special Referee executed an order filed on January 16, 2019 vacating the foreclosure in case 2016-CP-22-00334, vacating the judicial sale, vacating the release of lien, vacating the recorded deed from the Special Referee and dismissing the foreclosure without prejudice and reinstating the note and mortgage to April 19, 2016. (See Order dated December 10, 2018).

26. The Court finds as a fact that the Order Setting Aside Sale, Vacating Judgment and Dismissing Case Nunc Pro Tunc relieved Plaintiff of the prospective application of the Order of Foreclosure dated August 30, 2016 as such order, as asserted by defendant in her Answer and Counterclaim, would preclude Plaintiff from foreclosing on the collateral intended by the parties to secure Plaintiff's loan.

CONCLUSIONS OF LAW

1. Under Rule 60 (B) (5) South Carolina Rules of Civil Procedure, a court is empowered to relieve a party from a final judgment when "it is no longer equitable that the judgment should have prospective application." The relief of a party from final judgment under Rule 60(B)(5) is within the sound discretion of the trial court to be exercised in the interest of justice and such a determination will not be disturbed on appeal if consistent with accepted legal principles, except for abuse of discretion. See, e.g. Elgin Nat'l Watch Co. v Barrett, 213 F. 2D776 (5th Cir. 1954).

2. In order to apply Rule 60 (B)(5), the judgment from which relief is sought must have prospective application. Comfort v Lynn School Comm., 541 F. Supp.2d 429(D.C. Mass. 2008).

3. Prospective application has been defined as judgment which involve the supervision of changing conditions or otherwise require further acts in the future. Twelve John Does v. District of Columbia, 841 F2d 1139 (D. C. Cir. 1988).

4. An example of prospective application is an order which requires further alteration or further supervision by the court. In re Northwest Airlines Corp., 366 B. R. 270 (Bankr.S.D. N. Y 2007).

5. In the present case, the Order of Reference gives the Special Referee continuing jurisdiction to hear and dispose of any issues after sale or judgment. (See Order of Reference filed August 17, 2016 in 2016-CP-22-334).

6. A Writ of Assistance was issued in case 2016-CP-22-334 on January 10, 2017 which was served on the Defendant on February 28, 2017. The dissolution of this Writ of Assistance requires the further supervision and acts of this Court. (See Writ of Assistance filed April 16, 2019 and Affidavit of Personal Service in case 2016 – CP – 22 – 00334).

7. Rule 60(B) is an equitable provision and should be exercised in the interest of justice. Northwest Airlines supra, 360 6B. R. 270 at 276 and Elgin supra 213 F. 2d 776 at 780.

8. In the present case, Defendant admits that her residence is the WILLIAMSBURG PROPERTY located at 5301 County Line Rd., Andrew, SC in Williamsburg County is her residence and was the correct property to be foreclosed. (See paragraphs 1 and 9 - Affidavit of Defendant Janet M. Smith).

9. It is well settled that "Equity regards that is done which ought to be done." Wilkie v. Philadelphia Life Ins. Co., 187 S. C. 382, 197S. E. 375 (1938)).

10. The April 8, 2015, Order of Special Referee Dickson reformed the Mortgage to establish that it encumbered the WILLIAMSBURG PROPERTY and said Order is a final, unappealed order. An order not appealed from is binding on all parties before the court, constitutes law of the case and, when questioned, is res judicata. Walker v. Hannon, 191S. C. 14, 3 S. E. 2d 243 (1939). This Order established as a matter of law that Plaintiff's Mortgage covered the WILLIAMSBURG PROPERTY.

11. The Order Setting Aside Sale, Vacating Judgment, and Dismissing Case Nunc Pro Tunc properly places into the record evidence of Judge Dickson's Order filed April 8, 2015 that had actually taken place. Ex Parte Strom, 343 S. C. 257, 539 S.E. 2d 699(2000)

12. It is well-established in South Carolina that a foreclosure action must be brought where the property is located or the court lacks subject jurisdiction. Silcox & Co. v. Jones, 80 S. C. 484, 601 S. E. 948(1908).

13. It is also well established that, "the definition 'void' under the rule only encompasses judgments from courts which failed to provide proper due process, or judgments from court which lacks subject matter jurisdiction or personal jurisdiction" Belle Hall Plantation Homeowner's Ass'n v. Murray, 419 S. C. 605, 799 S. E. 2d 310, 317(Ct. App. 2017).

14. Under Rule 60 (B) (4) South Carolina Rules of Civil Procedure, a court is empowered to relieve a party from a final judgment when "the judgment is void".

15. The Order of foreclosure in case 2016-CP-22-00334 was void as the court lacked subject matter jurisdiction to adjudicate a foreclosure where there was no mortgage covering property in Georgetown County. The Order Setting Aside Sale, Vacating Judgment, and Dismissing Case Nunc Pro Tunc was therefore also proper pursuant to Rule 60(b) (4) SCRPC.

16. The Order of foreclosure in case 2016-CP-22-00334 was void as the filing of the Mortgage in Georgetown County was based on a mutual mistake. The Order setting Aside Sale, Vacating Judgment, and Dismissing case Nunc Pro Tunc was therefore also proper pursuant to Rule 60(b) (4) SCRCP.

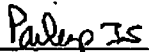
CONCLUSION

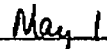
In sum, at all times relevant herein, the Defendant intended to grant a mortgage only over WILLIAMSBURG PROPERTY. Defendant never intended to grant a mortgage over the GEORGETOWN PROPERTY. Judge Dickerson's Order reforming the Mortgage dated April 8, 2015 established that the Mortgage covered the WILLIAMSBURG PROPERTY only. To now deny Plaintiff its right to foreclose on the WILLIAMSBURG PROPERTY is inequitable and leaves Plaintiff with no remedy.

Defendant's motion is denied.



Daniel W. Stacy, Jr.
Special Referee for Georgetown County

_____, South Carolina

_____, 2019

STATE OF SOUTH CAROLINA
COUNTY OF GEORGETOWN

IN THE COURT OF COMMON PLEAS
C/A NO.: «2016-CP-22-0334

The Bank of New York Mellon, f/k/a The Bank
of New York, as trustee for the certificateholders
of the CWABS, Inc., Asset-Backed Certificates,
Series 2005-16,

Plaintiff,

vs.

Janet M. Smith, Portfolio Recovery Associates,
LLC and James E. Brydic,

Defendant(s).

(File No. 2523.0281)

ORDER SETTING ASIDE SALE,
VACATING JUDGMENT, AND,
DISMISSING CASE NUNC PRO TUNC

FILED
JAN 16 AM 11:42
ALMA Y. WHIT
CLERK OF COURT
GEORGETOWN COUNTY

It appears that this is an action to foreclose a mortgage given by Janet M. Smith to Mortgage Electronic Registration Systems, Inc. as nominee for Countrywide Home Loans, Inc. dated November 15, 2005, and recorded in the Office of the Register of Deeds for Georgetown County on December 28, 2005 at 10:14 am in Book 2836 at Page 109.

It further appears that a Special Referee's Order Report and Order of Judgment of Foreclosure and Sale Decree was entered on September 20, 2016. The property was sold at public auction on November 7, 2016. Subsequently, Plaintiff has determined that it no longer wishes to pursue this action. Therefore, the Plaintiff wishes to vacate the Judgment of Foreclosure and Sale without waiving any of its rights under the note, mortgage, or the property secured thereby. Now, therefore, on motion of Crawford & von Keller LLC, attorneys for the Plaintiff, it is

ORDERED, ADJUDGED AND DECREED as follows:

1. That the Judgment of Foreclosure and Sale previously entered on September 20, 2016 is hereby vacated nunc pro tunc;
2. That the Judicial Sale conducted by this Court on November 7, 2016 be set aside and vacated nunc pro tunc;
3. That the recorded Release of Lien heretofore executed by this Court and recorded in the Georgetown County Register of Deeds office on November 28, 2016 in Book 2925 at Page 301 be cancelled and be declared void nunc pro tunc and that the Georgetown County Register of Deeds be and is hereby ordered to make the necessary notation on the Georgetown County records to put the public on notice that said Release is cancelled and voided and to refer to this Order in the Judgment Roll of this case;

4. That the recorded Deed from the Special Referee for Georgetown County to The Bank of New York Mellon, fka The Bank of New York, as Trustee for the certificateholders of the CWABS, Inc., Asset-Backed Certificates, Series 2005-16, recorded in the Georgetown County Register of Deeds on November 28, 2016 in Book 2925 at Page 296 be cancelled and be declared void and of no effect nunc pro tunc and that the Georgetown County Register of Deeds be and is hereby ordered to make the necessary notation on the Georgetown County records to put the public on notice that said Deed is cancelled and voided and to refer to this Order in the Judgment Roll of this case;

5. That the Special Referee's Report on Sale be vacated nunc pro tunc;

6. That the within action be and the same is hereby dismissed and ended of record without prejudice and that the Lis Pendens pertaining thereto be marked canceled on the records of the Clerk of Court for Georgetown County, South Carolina; and

7. IT IS FURTHER ORDERED that the Note and Mortgage be reinstated as if judgment had never been rendered to April 19, 2016, and

IT IS SO ORDERED.

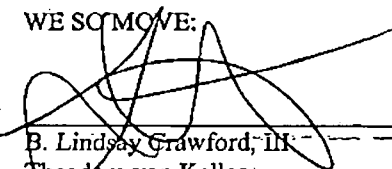


Daniel W. Stacy, Jr., Special Referee for
Georgetown County

October _____, 2018

Georgetown, South Carolina

WE SOMOVE:



B. Lindsay Crawford, III
Theodore von Keller
Sara C. Hutchins
B. Lindsay Crawford, IV
Crawford & von Keller, LLC.
PO Box 4216
Columbia, SC 29240
803-790-2626
Email: court@crawfordvk.com

STATE OF SOUTH CAROLINA
COUNTY OF GEORGETOWN

The Bank of New York Mellon, f/k/a The
Bank of New York, as trustee for the
certificateholders of the CWABS, Inc.,
Asset-Backed Certificates, Series 2005-16

Plaintiff,

-vs-

Janet M. Smith, Portfolio Recovery
Associates, LLC and James E. Brydic,

Defendant(s).

IN THE COURT OF COMMON PLEAS

CASE NO. 2016-CP-22-0334

PLAINTIFF'S MOTION AND ORDER FOR
REFERENCE

IT APPEARING, pursuant to Rule 53(b) of the *South Carolina Rules of Civil Procedure*, that the above
entitled action for foreclosure of a mortgage on real property situated in Georgetown County, South Carolina, is a
proper matter to refer to the Special Referee for Georgetown County, by order of a Circuit Court Judge or the
Clerk of Court, with authority to enter a final judgment in the case;

NOW, upon the motion of the attorneys for the Plaintiff,

ORDERED that the above entitled action be, and the same hereby is, referred to The Honorable Daniel
W. Stacy, Jr., Esquire, Special Referee for Georgetown County, to make findings of fact and conclusions of law;
dispose of any and all issues and enter a final judgment in the case; order a judicial sale on any day, not just the
regular judicial sale day; hear and dispose of any issues after sale or judgment, including, but not limited to,
issuance of a Writ of Assistance and any issues involving appraisal under Code Section 29-3-680, et seq.

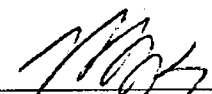
Any appeal from the decision of the Special Referee shall be directly to the South Carolina Supreme
Court or Court of Appeals.


PRESIDING JUDGE/CLERK OF COURT

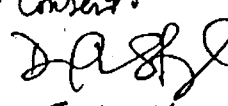
August 17, 2016

Georgetown County, South Carolina

I SO MOVE:


Theodore von Keller, Esquire
B. Lindsay Crawford, III, Esquire
Sara Hutchins, Esquire
B. Lindsay Crawford, IV, Esquire

Attorneys for Plaintiff

I Consent:

8-10-16

2016 AUG 17 PM 12:42
ALMA Y. WHITE
CLERK OF COURT

FILED
JUN 17 2016
JUN 17 2016

STATE OF SOUTH CAROLINA
COUNTY OF GEORGETOWN
IN THE COURT OF COMMON PLEAS

FORM 4
JUDGMENT IN A CIVIL CASE

CASE NO. 2016-CP-22-0334

The Bank of New York Mellon, f/k/a The Bank of New York, as trustee for the certificateholders of the CWABS, Inc., Asset-Backed Certificates, Series 2005-16

PLAINTIFF

vs.

Janet M. Smith, Portfolio Recovery Associates, LLC
and James E. Brydic

DEFENDANTS

Submitted by: Crawford & von Keller, LLC Post Office Box 4216, Columbia, SC 29240	Attorney for Plaintiff
--	------------------------

DISPOSITION TYPE (CHECK ONE)

- ☐ **JURY VERDICT.** This action came before the court for a trial by jury. The issues have been tried and a verdict rendered.
- ☐ **DECISION BY THE COURT.** This action came to trial or hearing before the court. The issues have been tried or heard and a decision rendered. ☐ See page 2 for additional information.
- ☐ **ACTION DISMISSED (CHECK REASON):** ☐ Rule 12(b), SCRPC; ☐ Rule 41(a), SCRPC (Vol. Nonsuit); ☐ Rule 43(k), SCRPC (Settled); ☐ Other -
- ☐ **ACTION STRICKEN (CHECK REASON):** ☐ Rule 40(j) SCRPC; ☐ Bankruptcy; ☐ Binding Arbitration, subject to right to restore to confirm, vacate or modify arbitration award; ☐ Other -
- ☐ **DISPOSITION OF APPEAL TO THE CIRCUIT COURT (CHECK APPLICABLE BOX):** ☐ Affirmed; ☐ Reversed; ☐ Remanded; ☐ Other -

NOTE: ATTORNEYS ARE RESPONSIBLE FOR NOTIFYING LOWER COURT TRIBUNAL ADMINISTRATIVE AGENCY OF THE CIRCUIT COURT RULING IN THIS APPEAL.

IT IS ORDERED AND ADJUDGED: ☐ See attached order (formal order to follow); ☐ Statement of Judgment by the Court:

ORDER INFORMATION

This order ☐ ends ☐ does not end the case.

Additional Information for the Clerk: Order For Judgment of Foreclosure.

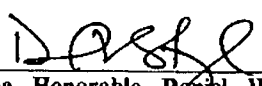
INFORMATION FOR THE JUDGMENT INDEX

Complete this section below when the judgment affects title to real or personal property or if any amount should be enrolled. If there is no judgment information, indicate "N/A" in one of the boxes below.

Judgment in Favor of (List name(s) below)	Judgment Against (List name(s) below)	Judgment Amount To be Enrolled (List amount(s) below)
n/a		\$
		\$
		\$

If applicable, describe the property, including tax map information and address, referenced in the order:
5301 County Line Rd., Andrews, SC 29510, TMS #: 02-0134-028

The judgment information above has been provided by the submitting party. Disputes concerning the amounts contained in this form may be addressed by way of motion pursuant to the SC Rules of Civil Procedure. Amounts to be computed such as interest or additional taxable costs not available at the time the form and final order are submitted to the judge may be provided to the clerk. Note: Title abstractors and researchers should refer to the official court order for judgment details.


The Honorable Daniel W. Stacy, Jr.,
Esquire,
Special Referee for Georgetown County

N/A
Judge Code

8-30-16
Date

For Clerk of Court Office Use Only

This judgment was entered on the 20 day of September, 2016 and a copy mailed first class or placed in the appropriate attorney's box on this the 21 day of September, 2016 to attorneys of record or to parties (when appearing pro se) as follows:

Janet M. Smith
5301 County Line Rd.
Andrews, SC 29510

Portfolio Recovery Associates, LLC
Adam S. Tesh, Esq.
Richardson, Plowden & Robinson, P.A.
1900 Barnwell Street
Columbia, SC 29201

James E. Brydic
Route 3, Box 367-K
Andrews, SC 29510

ATTORNEY(S) FOR THE DEFENDANT(S)


CLERK OF COURT

STATE OF SOUTH CAROLINA
COUNTY OF GEORGETOWN

The Bank of New York Mellon, f/k/a The
Bank of New York, as trustee for the
certificateholders of the CWABS, Inc.,
Asset-Backed Certificates, Series 2005-16

Plaintiff,

-vs-

Janet M. Smith, Portfolio Recovery
Associates, LLC and James E. Brydic,

Defendant(s)

IN THE COURT OF COMMON PLEAS

CASE NO. 2016-CP-22-0334

**SPECIAL REFEREE'S ORDER AND
JUDGMENT OF FORECLOSURE AND
SALE
(Deficiency Judgment Waived)**

TO:

Theodore von Keller, Esquire
B. Lindsay Crawford, III, Esquire
Sara Hutchins, Esquire
B. Lindsay Crawford, IV, Esquire
Crawford & von Keller, LLC.
PO Box 4216
1640 St. Julian Place (29204)
Columbia, SC 29204

Janet M. Smith
5301 County Line Rd.
Andrews, SC 29510

Portfolio Recovery Associates, LLC
Adam S. Tesh, Esq.
Richardson, Plowden & Robinson, P.A.
1900 Barnwell Street
Columbia, SC 29201

James E. Brydic
Route 3, Box 367-K
Andrews, SC 29510

James E. Brydic
149 Winterberry Drive
Andrews, SC 29510

FILED
GEORGETOWN COUNTY, S.C.
2016 SEP 20 AM 10:50
ALMA Y WHITE
CLERK OF COURT

Pursuant to Rule 53 of the South Carolina Rules of Civil Procedure (hereinafter "SCRCP"), the above-entitled matter was referred by Order of Reference to the undersigned Special Referee to make appropriate findings of fact and conclusions of law, with authority to enter a final judgment in the cause. Any appeal from the decision of the Special Referee shall be directly to the South Carolina Court of Appeals.

Pursuant to the said reference, a hearing was held and from the evidence presented, I find and conclude as follows:

FINDINGS OF FACT:

1. The Lis Pendens was filed on April 20, 2016.
2. The Summons and Complaint were filed on April 20, 2016.
3. Service was made upon the Defendant(s) named in this Report as is shown by the proof of service filed herein.
4. The Defendant(s), Janet M. Smith, Portfolio Recovery Associates, LLC and James E. Brydic are in default as shown by Affidavit filed herein.
5. According to an Affidavit filed herein, no Defendant in default is in the military service of the United States of America, as contemplated under the Service Members Civil Relief Act.
6. The Defendant(s) was/were notified of the time, date and place of hearing in this matter.
7. For value received, Janet M. Smith made, executed and delivered a note, dated November 15, 2005, promising thereby to pay to the order of Countrywide Home Loans, Inc. the sum of \$73000.00, with interest at the (initial) rate of 9.75% per annum. Other terms and conditions are stated in the note, which is of record herein.
8. To better secure the payment of the note described above, the said Janet M. Smith made, executed and delivered to Mortgage Electronic Registration Systems, Inc. as nominee for Countrywide Home Loans, Inc. a mortgage, in writing, dated November 15, 2005, covering real

property in Georgetown County, which is the same as that described in the Complaint. The mortgage was recorded on December 28, 2005, and is of record in the Office of the Register of Deeds for Georgetown County in Book 2836 at Page 109.

9. That said mortgage evidences and secures the repayment of money advanced by the mortgagee to, or on behalf of, the mortgagor and constitutes a first lien on the mortgaged premises.

10. The Plaintiff in this action is the mortgagee of record and owner and holder of the note and mortgage it is seeking to foreclose.

11. The titleholder of record of the subject property as of the filing of the Lis Pendens in this action was/were Janet M. Smith, who was/were the original mortgagor(s).

12. Payment due on the note has not been made as provided for therein, and the Plaintiff, as the holder thereof, has elected to accelerate payment of the entire indebtedness and has placed the note and mortgage in the hands of its attorney of record herein for collection.

13. Having specifically considered each of the following: the nature, extent and difficulty of the services rendered (the field of mortgage foreclosures being a specialized area of practice); the time and labor devoted to the case, including reviewing the various loan documents, performing the title search, preparing, filing and serving the pleadings, preparing for the hearing, including preparing the judgment and other documents requested by the Court, attending the hearing, preparing for and attending the sale, and preparing any post-sale documents requested by the Court; the professional standing of the Plaintiff's attorney; the fee customarily charged in this jurisdiction for similar services; and the beneficial results obtained for the Plaintiff, I find that the sum of \$2,200.00 is a reasonable attorney's fee for the Plaintiff's attorney for services performed and anticipated to be performed until final adjudication of the within action, under the terms of the note and mortgage. Services anticipated to be performed until final adjudication

contemplates completion of this matter within a reasonable time and does not include exceptional, unanticipated circumstances delaying conclusion beyond the normal time.

14. 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:

a. Principal Balance due as of October 1, 2015	<u>\$65,640.09</u>
b. Interest from September 1, 2015 to August 9, 2016 at 9.75% per annum	<u>\$6,006.95</u>
c. Advancements to Escrow (insurance/taxes/any other properly chargeable advancements)	<u>\$1,668.59</u>
d. Corporate Advances	<u>\$275.00</u>
e. Unapplied Funds	<u>(\$31.27)</u>
f. Late Charges	<u>\$ 120.40</u>
g. Costs of collection prior to hearing	<u>\$ 975.00</u>
h. Attorney's Fee (as referenced above)	<u>\$2,200.00</u>
Total Debt secured by note and mortgage, including interest to date:	<u>\$76,854.76</u>

Interest for the period from the date shown in b. above through the date of this judgment, at above stated rate, to be added to the above stated "Total Debt" to comprise the amount of the judgment debt entered herein, and interest after the date of judgment at the rate of 9.75% per annum, pursuant to the terms of the note and mortgage, on the judgment debt should be added to such judgment debt to comprise the amount of the Plaintiff's debt secured by the mortgage through the date to which such interest is computed.

15. The Plaintiff is seeking foreclosure of its mortgage and has, in the Complaint or subsequently thereto in writing, expressly waived the right to a personal or deficiency judgment pursuant to Rule 71(b), SCRCP.

16. The following Defendant(s), claim or may claim lien/liens upon or interest in the subject property; and in the event there is a surplus from the sale of the subject property, the validity, priority and amount of any such junior lien claim will be determined at a hearing subsequent to the sale, in accordance with Rule 71(c), SCRCP. The said Defendant(s) and such claim(s) or lien(s) is/are as follows:

a) That the Defendant, Portfolio Recovery Associates, LLC, may have or claim to have an interest in the subject property by virtue of a lien against Janet M. Smith, in the original amount of \$3668.02, filed in the Office of the Clerk of Court for Georgetown County on October 15, 2014, in Case No.: 2014-CP-22-00723. Said lien is junior and subordinate to the lien of the Plaintiff herein.

b) That the Defendant, James E. Brydic, may have or claim to have an interest in the subject property by virtue of a prior lien on the collateral dated, October 30, 1990 and filed October 31, 1990 in the amount of \$22,000.00. Said prior lien upon information and belief has been paid in full and should be satisfied of record.

17. That the subject Mortgage is not subject to or Plaintiff has complied with the Supreme Court of South Carolina *Administrative Order Re: Mortgage Foreclosures and the Home Affordable Modification Program ("HMP")*, 2009-05-22-01, filed May 22, 2009.

18. The attorney for the Plaintiff, in compliance with The Supreme Court of South Carolina *Administrative Order Re: Mortgage Foreclosures Actions*, 2011-05-02-01, has certified that after completion of the foreclosure intervention process, the Mortgagor does not qualify for loan modification or other means of loss mitigation, in accordance with any standards, rules or guidelines of the Mortgagee applicable to the mortgage loan, and the parties have been unable to reach any other agreement concerning the foreclosure process; and, that notice of the denial of loan modification or other means of loss mitigation, including notice that the Mortgagor has 30 days from the date of mailing of notice of denial of relief to file and serve an answer or other response to the Mortgagee's summons and complaint, has been served on the Mortgagor by mailing such notice to all known addresses of the Mortgagor; and, that more than 30 days have

elapsed since the mailing of the notice described above, and no response has been received by the Mortgagee.

CONCLUSIONS OF LAW:

I, therefore, conclude as follows:

19. The Plaintiff's mortgage is declared to be a first lien against the subject property and any interest held by the aforementioned Defendant(s) is junior and subordinate to the lien of the Plaintiff herein.

20. The Plaintiff should have (judgment on its note, which shall be entered immediately, and it should have) judgment of foreclosure of its mortgage; and the mortgaged property should be ordered sold at public auction after due advertisement.

21. That said mortgage evidences and secures the repayment of money advanced by the mortgagee to, or on behalf of, the mortgagor and constitutes a first lien on the Mortgaged Property.

IT IS, THEREFORE, ORDERED, ADJUDGED AND DECREED:

22. That there is due to the Plaintiff on its note and mortgage the sum of \$76,854.76, representing the Total Debt due to the Plaintiff as set out in the aforementioned paragraph, together with interest thereon at the rate provided above to the date hereof.

23. That the amount due in the preceding paragraph (the "Total Debt" as set forth in the aforementioned paragraph, and later accrued interest and costs) shall constitute the total judgment debt due to the Plaintiff and shall bear interest hereafter at the rate of 9.75% per annum, pursuant to the terms of the note and mortgage.

24. The amount of the judgment shall be subject to increase to permit the Plaintiff to recover additional costs, commission and expenses, including but not limited to the deposit made in compliance with § 14-11-310, *South Carolina Code of Laws*, 1976. Such additional costs,

commissions and expenses may be established by affidavit and shall be adjudicated by the Court without further hearing. The judgment may also be increased to include supplemental compensation for attorney's services not contemplated by the initial attorney's fee award. Jurisdiction over the attorney's fee award and total debt is reserved to the undersigned to facilitate the assessment and payment of any such costs and/or supplemental compensation.

25. That the Defendant(s) Janet M. Smith is/are liable for the aforesaid mortgage debt shall, prior to the date and time of the sale of the subject property, hereinafter described, pay to the Plaintiff, or the Plaintiff's attorney, the amount of the Plaintiff's debt as aforesaid, together with the costs and disbursements of this action.

26. That on default of payment prior to the date and time of the sale, the mortgaged premises, hereinafter described, shall be sold by the Special Referee at public auction, at the Georgetown County Courthouse, in the County and State aforesaid, at 12:00 Noon on the next convenient sales day hereafter, on the following terms, that is to say:

a) FOR CASH: The Special Referee shall require a deposit at the conclusion of the bidding 5% of the amount of the bid, in cash or equivalent, as evidence of good faith, the same to be applied on the purchase price in case of compliance with the bid, but in case of non-compliance within twenty (20) days, the same to be forfeited and applied to the costs and then to the Plaintiff's debt.

b) Interest on the balance of the bid shall be paid to the day of compliance at the rate of 9.75% per annum.

c) The sale shall be subject to taxes and assessments, existing easements and easements and restrictions of record.

d) Purchaser to pay for the deed and the cost of recording the deed.

27. That if the Plaintiff is the successful bidder at the said sale, for a sum not exceeding the amount of costs, expenses and the indebtedness of the Plaintiff in full, the Plaintiff may pay to the Special Referee only the amount of the costs and expenses, crediting the balance of the bid on the Plaintiff's indebtedness.

28. That a personal or deficiency judgment being waived, the bidding will not remain open after the date of sale, but compliance with the bid may be made immediately.

29. That the Special Referee, by advertisement according to law, give notice of the time and place of sale and the terms thereof, and that he will execute to the purchaser, or purchasers, a deed to the premises sold. The Plaintiff, or any other party to this action, or any other person may become a purchaser at such sale. Upon such sale being made, should the successful bidder, or his assignee, fail to comply with the terms thereof within twenty (20) days after the date of sale, then the Special Referee may re-advertise the premises for sale on the next, or some other subsequent, sales day, at the risk of the highest bidder, and so from time to time thereafter until a full compliance shall be secured.

30. That the Special Referee shall apply the proceeds of the sale as follows:

FIRST: To the payment of the amount of the costs and expenses of this action, including any Guardian Ad Litem fee or fees of attorneys appointed under Order of Court; and

NEXT: To the payment of the amount to the Plaintiff, or the Plaintiff's Attorney, of the amount of the Plaintiff's debt and interest or so much thereof as the purchase money will pay on the same; and

NEXT: Any surplus will be held pending further Order of this Court pursuant to Rule 71(c), SCRCP.

31. That it is further ORDERED, ADJUDGED AND DECREED that, in the event the successful bidder is other than the Defendant(s) in possession herein, upon the presentation of

this Order or a Writ of Assistance the Sheriff of Georgetown County is hereby directed to eject and remove from the premises the occupant(s) of the property sold, together with any and all personal property located thereon, and to put the successful bidder, or his assigns, in full, quiet and peaceable possession.

32. That it is further ORDERED, ADJUDGED AND DECREED that each Defendant(s) named herein, and all persons whomsoever claiming under him, them or it, be forever barred and foreclosed of all right, title, interest and equity of redemption in the said mortgaged premises so sold, or any part thereof.

33. That it is further ORDERED, ADJUDGED AND DECREED that the deed of conveyance made pursuant to this judgment and said sale shall contain the names of only the Plaintiff, the first-named Defendant(s) Janet M. Smith, who was/were the titleholder of the mortgaged property at the time of the filing of the Lis Pendens, and the Grantee; and that the Register of Deeds is hereby authorized to omit from the indices pertaining to such conveyance the names of all parties not contained in said deed.

34. That the Special Referee shall retain jurisdiction to do all necessary acts incident to this foreclosure, including, but not limited to, the issuance of a Writ of Assistance, disposing of any surplus funds pursuant to Rule 71(c), SCRCPP, and hearing any issues involving appraisal proceedings under § 29-3-680, et seq., *South Carolina Code of Laws*, 1976.

35. That it is further ORDERED, ADJUDGED AND DECREED that, if the Plaintiff or the Plaintiff's representative does not appear at the scheduled sale of the mortgaged property, hereinafter described, the Special Referee (or the sale officer designated herein) shall pull the property from sale; and in the event that the sale is nevertheless conducted, then such sale will be null, void and of no force and effect. In such event, the sale will be rescheduled for the next or some subsequent sales day.

36. That after the Order Confirming Sale and Disbursements has been issued and filed, the Special Referee shall direct the Clerk of Court/Register of Deeds to release of record the mortgage lien being foreclosed, which mortgage lien is/are described in the Findings of Fact hereinabove.

37. That the following is a description of the premises herein ordered to be sold:

ALL THAT CERTAIN PIECE, PARCEL OR LOT OF LAND SITUATED, LYING AND BEING IN TAX DISTRICT NO. 2, GEORGETOWN COUNTY, SOUTH CAROLINA, NORTH OF THE TOWN OF ANDREWS, WHICH IS SHOWN AND DELINEATED AS LOT NO. 3 ON THAT CERTAIN PLAT MADE BY SAMUEL M. HARPER, R.L.S. DATED DECEMBER 15, 1971 AND RECORDED IN THE OFFICE OF THE CLERK OF COURT FOR GEORGETOWN COUNTY IN PLAT BOOK W AT PAGE 64, SAID LOT NO. 3 IS BOUNDED AND MEASURED AS FOLLOWS: ON THE NORTHEAST BY A 50-FOOT STREET AS SHOWN ON SAID PLAT SEPARATING SAID LOT FROM LAND NOW OR FORMERLY OF ETHRIDGE AND MEASURING ON SAID STREET 149 FEET;

ON THE SOUTHEAST BY LOT NO. 4 AS SHOWN ON SAID PLAT AND MEASURING THEREON 197 FEET;

ON THE SOUTHWEST BY LAND OF INTERNATIONAL PAPER COMPANY AND MEASURING THEREON 149 FEET; AND

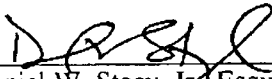
ON THE NORTHWEST BY LOT NO. 2 AS SHOWN ON SAID PLAT AND MEASURING THEREON 198 FEET, BE ALL MEASUREMENTS A LITTLE MORE OR LESS.

BEING THE SAME PROPERTY CONVEYED FROM JAMES E. BYRDIC TO JANET M. SMITH BY DEED RECORDED 10-31-90, IN BOOK 401, PAGE 193 IN THE REGISTERS OFFICE OF GEORGETOWN COUNTY, SOUTH CAROLINA.

TMS #: 02-0134-028

Physical Address: 5301 County Line Rd., Andrews, SC 29510

AND IT IS SO ORDERED.


Daniel W. Stacy, Jr. Esquire,
Georgetown County Special Referee

Georgetown, South Carolina

August 30, 2016

STATE OF SOUTH CAROLINA
COUNTY OF GEORGETOWN

The Bank of New York Mellon, f/k/a The Bank
of New York, as trustee for the
certificateholders of the CWABS, Inc., Asset-
Backed Certificates, Series 2005-16,

Plaintiff,

-vs-

Janet M. Smith, Portfolio Recovery Associates,
LLC and James E. Brydic,

Defendant(s)

IN THE COURT OF COMMON PLEAS

CASE NO. 2016-CP-22-0334

**SPECIAL REFEREE'S REPORT ON SALE
AND ORDER CONFIRMING SALE
(Deficiency Judgment Waived)**

ALMA Y. WHITE
CLERK OF COURT

2016 NOV 28 AM 11:18

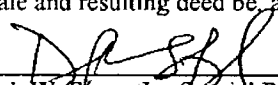
FILED
GEORGETOWN COUNTY

The undersigned as Special Referee for Georgetown would respectfully show:

1. That pursuant to the Judgment of Foreclosure and Sale of this Court heretofore made in the above-captioned action dated and filed on September 20, 2016, and after due advertisement by publication according to law, on November 7, 2016, as directed, I, the undersigned, as Special Referee for Georgetown County, offered for sale and sold the property therein described unto the Plaintiff, The Bank of New York Mellon, f/k/a The Bank of New York, as trustee for the certificateholders of the CWABS, Inc., Asset-Backed Certificates, Series 2005-16, for the sum of two thousand five hundred and 00/100 dollars (\$2,500.00), that amount being the highest bid therefore, which bid has been complied with.
2. That the proceeds of said sale have been paid out and disbursed by the Plaintiff's attorney in accordance with the statement attached hereto.
3. That the undersigned has executed and delivered a deed to the subject property unto Plaintiff, The Bank of New York Mellon, f/k/a The Bank of New York, as trustee for the certificateholders of the CWABS, Inc., Asset-Backed Certificates, Series 2005-16

WHEREFORE, it is

ORDERED that this Report, the foreclosure sale and resulting deed be, and they are, hereby confirmed.


Daniel W. Stacy, Jr., Special Referee for Georgetown County

Georgetown County, South Carolina

November 11, 2016

STATEMENT OF DISBURSEMENTS

Amount of Bid:	\$2,500.00
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Special Referee's Fee	\$200.00
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Special Referee's Commission	\$25.00
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TOTAL RECEIVED BY SPECIAL REFEREE	\$225.00
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Special Referee's Fee	\$200.00
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Special Referee's Commission	\$25.00
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TOTAL DISBURSED BY SPECIAL REFEREE:	\$225.00
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STATE OF SOUTH CAROLINA

COUNTY OF GEORGETOWN

The Bank of New York Mellon, f/k/a The Bank of New York, as trustee for the certificateholders of the CWABS, Inc., Asset-Backed Certificates, Series 2005-16,

PLAINTIFF,

vs.

Janet M. Smith, Portfolio Recovery Associates, LLC and James E. Brydic,

DEFENDANTS.

IN THE COURT OF COMMON PLEAS

C/A NO: 2016-CP-22-00334

(NON-JURY MORTGAGE FORECLOSURE)

**ORDER FOR WRIT OF ASSISTANCE
AND WRIT OF ASSISTANCE**

This matter came before me upon Motion of the Plaintiff seeking a Writ of Assistance to be issued by this Court to the Sheriff of Georgetown County, South Carolina, ordering and directing him to remove, peaceably or forcibly, the Defendant, Janet M. Smith, together with any and all persons claiming under the said Defendant and all her personal property located within or on the subject premises.

All that certain piece, parcel or lot of land situated, lying and being in Tax District No. 2, Georgetown County, South Carolina, North of the Town of Andrews, which is shown and delineated as Lot No. 3 on that certain plat made by Samuel M. Harper, R.L.S. dated December 15, 1971 and recorded in the Office of the Clerk of Court for Georgetown County in Plat Book W at Page 64, said Lot No. 3 is bounded and measured as follows: On the Northeast by a 50-foot street as shown on said plat separating said lot from land now or formerly of Ethridge and measuring is said street 149 feet.

On the Southeast by Lot No. 4 as shown on said plat and measuring thereon 197 feet;

On the Southwest by land of International Paper Company and measuring thereon 149 feet; and

On the Northwest by Lot No. 2 as shown on said plat and measuring thereon 198 feet, be all measurements a little more or less.

Property Address: 5301 County Line Road, Andrews, South Carolina 29510

TMS #: 02-0134-028

It appears that the Plaintiff was the successful bidder at the public sale of the subject premises on November 7, 2016.

NOW, THEREFORE, IT IS ORDERED that the Defendant, Janet M. Smith, together with any and all occupant(s) shall vacate the premises on or before

2017 JAN 10 AM 10:29
CLERK OF COURT
SOUTH CAROLINA

February 6, 2017

, and that the Plaintiff is entitled to recover possession of the premises on said date.

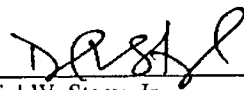
IT IS FURTHER ORDERED that if the premises is not vacant on said date, then upon receipt of a copy of this Order, the Sheriff of Georgetown County, South Carolina or his authorized deputies, be and hereby directed and authorized to enter upon the aforescribed premises, by force if the same be necessary, and seize the said premises and to remove therefrom any and all such persons who may be occupying the same, together with all possessions therein, including the Defendant, Janet M. Smith, and to put the Plaintiff in full, peaceful and quiet possession of the premises without delay, and thereafter, and within ten (10) days, make due return to the Clerk of Court for Georgetown County, South Carolina, showing how this Order has been executed.

IT IS FURTHER ORDERED that should personal service not be effected by the Sheriff of Georgetown County, that copies of the Writ of Assistance be posted in a conspicuous place at or near the front entrance of the subject premises.

IT IS FURTHER ORDERED that if the occupants have voluntarily vacated the premises or have been ejected from the premises leaving personal property, automobiles, boats, furnishings, fixtures, or other items, the Plaintiff is authorized to remove therefrom all personal property, automobiles, boats, furnishings, fixtures and items, which personal property, being deemed abandoned, shall be removed by the Plaintiff or its agents from the subject property by placing said personal property on the public street or highway or by any other means.

IT IS FURTHER ORDERED that this Order shall constitute a final judgment and Writ of Assistance pursuant to Rule 53(b), SCRPC; and,

AND IT IS SO ORDERED.



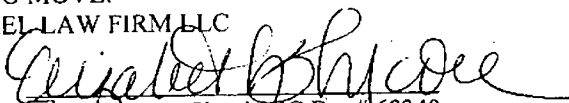
Daniel W. Stacy, Jr.
Special Referee, Georgetown County

Georgetown, South Carolina

1-6 (2017)

WE SO MOVE:
FINKEL LAW FIRM LLC

By:



- ☐ Thomas A. Shook, SC Bar # 68340
 - ☐ Susan S. White, SC Bar # 5453
 - ☒ Elizabeth S. Moore, SC Bar # 69236
 - ☐ Teresa D. Van Vlake, SC Bar # 11118
- Attorneys for Plaintiff

STATE OF SOUTH CAROLINA
COUNTY OF GEORGETOWN

The Bank of New York Mellon, f/k/a
The Bank of New York, as trustee for
the certificateholders of the CWABS,
Inc., Asset-Backed Certificates,
Series 2005-16

Plaintiff,

-vs-

Janet M. Smith, Portfolio Recovery
Associates, LLC and James E.
Brydic,

Defendant(s).

IN THE COURT OF COMMON PLEAS

CASE NO.: 2016-CP-22-00334

SUMMONS
(Mortgage Foreclosure)
Non-Jury

FILED
GEORGETOWN COUNTY, SC
2016 APR 20 PM 2:52
ALMA Y WHITE
CLERK OF COURT

TO THE DEFENDANT(S) ABOVE-NAMED:

YOU ARE HEREBY SUMMONED and required to answer the Complaint in this action, a copy of which is herewith served upon you, and to serve a copy of your Answer on the subscribers at their offices, Crawford & von Keller, LLC., PO Box 4216, Columbia, SC 29240, within thirty (30) days after 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 answer the Complaint within the time aforesaid, the Plaintiff will apply to the Court for a judgment by default granting 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) RESIDE(S), AND/OR TO PERSON UNDER SOME LEGAL
DISABILITY, INCOMPETENTS AND PERSONS CONFINED:**

YOUR ARE FURTHER SUMMONED AND NOTIFIED to apply for the appointment of a Guardian *ad Litem* within thirty (30) days after service of this Summons and Notice upon you. If you fail to do so, application for such appointment will be made by the Plaintiff.



Theodore von Keller, Esquire
B. Lindsay Crawford, III, Esquire
Sara Hutchins, Esquire
Jonathan M. Riddle, Esquire
Crawford & von Keller, LLC.
PO Box 4216
Columbia, SC 29240
Phone: 803-790-2626

Attorneys for Plaintiff

Columbia, South Carolina

April 15, 2016

STATE OF SOUTH CAROLINA
COUNTY OF GEORGETOWN

The Bank of New York Mellon, f/k/a The
Bank of New York, as trustee for the
certificateholders of the CWABS, Inc.,
Asset-Backed Certificates, Series 2005-16

Plaintiff,

-vs-

Janet M. Smith, Portfolio Recovery
Associates, LLC and James E. Brydic,

Defendant(s).

IN THE COURT OF COMMON PLEAS

CASE NO. 2016-CP-22-00334

COMPLAINT
(Mortgage Foreclosure)
Non-Jury

FILED
GEORGETOWN COUNTY, SC
2016 APR 20 PM 2:52
ALMA Y. WHITE
CLERK OF COURT

The Plaintiff, complaining of the Defendants above-named, would respectfully show unto this Honorable Court:

1. Pursuant to S.C. Code Section 33-15-101, Plaintiff is a corporation or other legal entity doing business in the State of South Carolina.
2. That the Plaintiff is the owner and holder of the promissory note and mortgage, hereinafter described, which are the subjects of this action.
3. The Plaintiff as servicing agent for the mortgage loan described in this foreclosure action is participating in the Home Affordable Modification Program ("HMP"), but subject loan is not eligible for modification as the Plaintiff has satisfied the Reasonable Effort solicitation standard without establishing Right Party Contact.
4. That the real property hereinafter described, which is the subject of this action, is situated and located in Georgetown County, South Carolina.
5. That some interest in or lien upon such real property is held or may be claimed by the Defendants herein.
6. That on or about November 15, 2005, for value received, Janet M. Smith executed and delivered to Countrywide Home Loans, Inc. a certain promissory note, in writing, according to

the terms and conditions set out therein, by which said maker promised to pay to Countrywide Home Loans, Inc. the sum of \$73000.00, together with interest thereon at the rate of 10.125% per annum.

7. That in order to better secure the payment of the said note and debt, in accordance with the terms and conditions thereof, the said Janet M. Smith executed and delivered on November 15, 2005 a mortgage, of real estate to Mortgage Electronic Registration Systems, Inc. as nominee for Countrywide Home Loans, Inc., its successors and assigns, covering the following described property:

ALL THAT CERTAIN PIECE, PARCEL OR LOT OF LAND SITUATED, LYING AND BEING IN TAX DISTRICT NO. 2, GEORGETOWN COUNTY, SOUTH CAROLINA, NORTH OF THE TOWN OF ANDREWS, WHICH IS SHOWN AND DELINEATED AS LOT NO. 3 ON THAT CERTAIN PLAT MADE BY SAMUEL M. HARPER, R.L.S. DATED DECEMBER 15, 1971 AND RECORDED IN THE OFFICE OF THE CLERK OF COURT FOR GEORGETOWN COUNTY IN PLAT BOOK W AT PAGE 64, SAID LOT NO. 3 IS BOUNDED AND MEASURED AS FOLLOWS: ON THE NORTHEAST BY A 50-FOOT STREET AS SHOWN ON SAID PLAT SEPARATING SAID LOT FROM LAND NOW OR FORMERLY OF ETHRIDGE AND MEASURING ON SAID STREET 149 FEET;

ON THE SOUTHEAST BY LOT NO. 4 AS SHOWN ON SAID PLAT AND MEASURING THEREON 197 FEET;

ON THE SOUTHWEST BY LAND OF INTERNATIONAL PAPER COMPANY AND MEASURING THEREON 149 FEET; AND

ON THE NORTHWEST BY LOT NO. 2 AS SHOWN ON SAID PLAT AND MEASURING THEREON 198 FEET, BE ALL MEASUREMENTS A LITTLE MORE OR LESS.

BEING THE SAME PROPERTY CONVEYED FROM JAMES E. BYRDIC TO JANET M. SMITH BY DEED RECORDED 10-31-90, IN BOOK 401, PAGE 193 IN THE REGISTERS OFFICE OF GEORGETOWN COUNTY, SOUTH CAROLINA.

TMS #: 02-0134-028

Physical Address: 5301 County Line Rd., Andrews, SC 29510

8. That on December 28, 2005, said mortgage was recorded in the Office of the Register of Deeds for Georgetown County in Book 2836 at Page 109.

9. That said mortgage evidences and secures the repayment of money advanced by the mortgagee to, or on behalf of, the mortgagor and constitutes a first lien on the mortgaged premises.

FOR A FIRST CAUSE OF ACTION
(Mortgage Foreclosure)

10. The Plaintiff reincorporates and realleges each of the foregoing allegations as fully as if repeated herein verbatim.

11. That according to the terms and conditions of said Note and Mortgage, it is provided that, in the event of default in the payment of any installment when due, the entire principal and accrued interest shall at once become due and payable at the option of the holder.

12. That the monthly payments due on said Note and Mortgage are in default since October 1, 2015; that the conditions of said Note and Mortgage have been broken; that the Plaintiff elects to and does, declare the entire balance of said indebtedness due and payable; that the principal balance as of said default date is \$65640.09; that also due and owing is interest as provided at the rate set forth in the Note; that also due are late charges and the costs and disbursements of this action, including attorney's fees.

13. That it has become and is necessary for the Plaintiff to employ legal counsel to prosecute this action; and that a reasonable fee for the services of the Plaintiff's counsel should, according to the terms of said note and mortgage, be added to the amount of the mortgage debt.

14. Pursuant to §37-3-105, *South Carolina Code of Laws* (1976 as amended), the mortgage lien, which is subject to this action, is a first lien on real estate and is not a '*consumer loan*' for

the purposes of the South Carolina Consumer Protection Code. Any notices of right to cure have been given as required.

15. That the Plaintiff has advanced and/or may advance certain sums for taxes and insurance and for inspecting and/or securing the subject property, which sums, according to the terms of said mortgage, should be added to the amount of the mortgage debt.

16. That the Defendant, Portfolio Recovery Associates, LLC, may have or claim to have an interest in the subject property by virtue of a lien against Janet M. Smith, in the original amount of \$3668.02, filed in the Office of the Clerk of Court for Georgetown County on October 15, 2014, in Case No.: 2014-CP-22-00723. Said lien is junior and subordinate to the lien of the Plaintiff herein.

17. That the Defendant, James E. Brydic, may have or claim to have an interest in the subject property by virtue of a prior mortgage on the collateral dated, October 30, 1990 and recorded October 31, 1990 in the amount of \$22,000.00 Said prior lien upon information and belief has been paid in full and should be satisfied of record.

18. Plaintiff reserves all rights and benefits to which it may be entitled, including but not limited to the right to a deficiency judgment against any obligor and/or guarantor of the Note described herein, pursuant to S.C. Code Ann. § 29-3-660 (1976, as amended), following a judicial sale of the mortgaged premises. Plaintiff may waive its right to a deficiency judgment at any time prior to the sale herein.

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

Find that the Plaintiff's Mortgage be declared a first lien and that the Plaintiff have judgment of foreclosure for the amount so found to be due and owing thereon, together with any taxes, insurance premiums and/or inspection or securing expenses, which may have been paid, a reasonable sum as attorney's fees and the costs of this action; and

That the Plaintiff's real property be sold under the direction of this Court, that the equity of redemption be barred, and that the proceeds of sale be applied as follows:

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

Second, to the payment and discharge of the amount due on the Plaintiff's note and mortgage, together with attorney's fees and costs as aforesaid, and

Third, the surplus, if any, be distributed pursuant to Rule 71 of the South Carolina Rules of Civil Procedure; and

That the Court issue an Order directing the Sheriff to place the successful purchaser at the foreclosure sale in possession of the subject real property, and all persons claiming thereunder and the removal therefrom of all furnishings, fixtures and items not subject to the lien of the Plaintiff's Mortgage, which personal property, if not removed shall be deemed abandoned and shall be removed by the Plaintiff or its agents from the Mortgaged Property by placing said property on the public street or highway or by any other means, including by force if necessary; and

An Order granting the appointment of a receiver should it become necessary, to secure and supervise the rental of the property to be foreclosed with the authority to take possession thereof and collect rents, issues and profits thereon during the pendency of this action and to hold the same as further security for Plaintiff's debt; and

An Order be entered for reimbursement of all costs of inspecting and securing the property incurred by the Plaintiff as a result of the delinquency; and

The Defendant(s), and all persons whomever claiming by and through said Defendant(s), be forever barred of right, title and interest, of, in and to the Mortgaged Property and Collateral, and each and every part thereof; and

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



Theodore von Keller, Esquire
B. Lindsay Crawford, III, Esquire
Sara Hutchins, Esquire
Jonathan M. Riddle, Esquire
Crawford & von Keller, LLC.
PO Box 4216
Columbia, SC 29240
Phone: 803-790-2626

Columbia, South Carolina
April 15, 2016

Attorneys for Plaintiff

**NOTICE REQUIRED BY THE
FEDERAL DEBT COLLECTION PRACTICE ACT
15 U.S.C. §1692, et seq., as amended**

1. The Plaintiff named in the attached Summons and Complaint is the creditor to whom the debt is owed.
2. If the Plaintiff is different from the original creditor, the Plaintiff's firm will provide the debtor with the name and address of the original creditor, if requested by the debtor, in writing, within thirty (30) days of the receipt of this notice.
3. The debt described in the Complaint attached hereto and evidenced by the Note and Mortgage described therein will be assumed to be valid by the Plaintiff's law firm unless the debtor, within thirty days (30) after the receipt of this notice, disputes the validity of the debt or some portion thereof.
4. If the debtor notifies the Plaintiff's law firm, in writing within thirty days (30) of the receipt of this notice, that the debt or any portion thereof is disputed, the Plaintiff's law firm will obtain a verification of the debt, and a copy of such verification will be mailed to the debtor by the Plaintiff's law firm.
5. As of the date of the attached complaint you owe \$70,667.77 (this amount represents payoff plus attorney fees). Because of interest, late charges, and other charges that may vary from day to day, the amount due on the day you pay may be greater. Hence, if you pay the amount shown above, an adjustment may be necessary after we receive your check, in which event we will inform you before depositing the check for collection. For further information, you may write or call the Plaintiff's law firm as set forth below.
6. Written requests should be addressed to Theodore von Keller, B. Lindsay Crawford, III, Sara Hutchins, Attorneys at Law, PO Box 4216, Columbia, SC 29240. Telephone requests should be directed to said attorney at 803-790-2626

**THIS IS AN ATTEMPT TO COLLECT A DEBT, AND ANY
INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE.**

STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
COUNTY OF GEORGETOWN	)	FIFTEENTH JUDICIAL CIRCUIT
	)	
The Bank of New York Mellon, f/k/a The	)	
Bank of New York, as trustee for the	)	
certificateholders of the CWABS, Inc.,	)	
Asset-Backed Certificates, Series 2005-	)	
16.,	)	
	)	
Plaintiff(s)	)	
	)	NOTICE OF MOTION AND MOTION
vs.	)	TO SET ASIDE ORDER VACATING
	)	JUDGMENT
Janet M. Smith, Portfolio Recovery	)	
Associates, LLC and James E. Brydic,	)	
	)	
Defendant(s)	)	C.A. NO.: 2016-CP-22-00334

To: Theodore von Keller, Esq., Attorney for Plaintiff

NOTICE IS HEREBY GIVEN that the undersigned counsel for the Defendant Janet M. Smith will move before Daniel W. Stacy, Jr., Special Referee for Georgetown County for an Order pursuant to Rule 60(b), setting aside the Order Setting Aside Sale, Vacating Judgment, and Dismissing Case Nunc Pro Tunc, on the tenth day after filing of this Motion or as soon thereafter as counsel may be heard. The grounds for this motion are as follows:

1. On or about September 20, 2016, the Plaintiff obtained a judgment of foreclosure against the Defendant Janet M. Smith in the present action in Georgetown County. The property was sold at foreclosure sale on November 7, 2016.
2. Prior to filing the present action, the Plaintiff had previously obtained an order in 2014CP4500445, reforming its mortgage to encumber the Defendant's property located in Williamsburg County, with a street address of 5301 County Line Road, Andrews, South Carolina. However, it chose to file a foreclosure against the property originally encumbered

by the mortgage in Georgetown County, which has a street address of 72 Grape Drive, Andrews, South Carolina.

3. Because the Plaintiff initiated both actions, it knew or should have known that the prior order existed, and therefore their decision to foreclose on the property in Georgetown County should be considered intentional.
4. Following the foreclosure sale in the present case, the Plaintiff obtained a writ of assistance and dispossessed the Defendant of the property foreclosed upon, which is located at 72 Grape Drive, Andrews, SC, in Georgetown County.
5. More than two years after the foreclosure judgment was obtained, the Plaintiff sought to set aside its judgment by means of an *ex parte* motion, without giving the Defendant notice or an opportunity to be heard.
6. Rule 60(b) of the South Carolina Rules of Civil Procedure govern motions to set aside judgments. Under Rule 60(b), such a motion must be made within a reasonable time, and for reasons (1), (2), and (3) not more than one year after the judgment, order or proceeding was entered or taken.
7. The language of the order states that the judgment was vacated because the Plaintiff determined that it no longer wished to pursue this action. This is not a permissible grounds for setting aside a judgment pursuant to Rule 60(b). The order does not making any findings of fact that support setting aside a judgment pursuant to Rule 60(b).
8. Moreover, no part of Rule 60(b) permits an order to be vacated *nunc pro tunc*. Case law establishes that, "*Nunc pro tunc* orders can only be used to place in the record evidence of judicial action that has actually taken place." Ex Parte Strom, 343 S.C. 257, 264; 539 S.E.2d 699, 702-703 (2000). It does not permit a court to correct an error or supply an omission

of action by the court. Id. at 265. Essentially, *nunc pro tunc* orders are merely for correcting clerical errors in the record to reflect what actually occurred, not substantial errors by the parties, attorneys, or judge. As this court did, in fact, grant the judgment at the time it occurred, it does not have the authority to now vacate that judgment *nunc pro tunc*, as though it had not happened. See also, Simmons v. Atl. C. L. R. Co., 235 F. Supp. 325 (D.S.C. 1964).

9. On information and belief, the reason Plaintiff sought to set aside the foreclosure judgment is because it wants to instead pursue a foreclosure against the Defendant's property located in Williamsburg County.
10. Based on the facts surrounding the case, it appears the Plaintiff is likely to claim reason (1): mistake, inadvertence, surprise, or excusable neglect. However, Rule 60(b) does not permit such a motion more than one year after the entry of the order or judgment.
11. The Plaintiff may argue that its prior judgment is void, and therefore set aside pursuant to Rule 60(b)(4), because it contradicts the order it had previously obtained in Williamsburg County, and would have been barred by *res judicata*. While this may have been a defense that might have been raised by the Defendant, and may have been grounds for appeal had she done so, it does not automatically render an uncontested judgment void. Liberty Mut. Ins. Co. v. Emp'rs Ins. of Wausau, 284 S.C. 234, 237, 325 S.E.2d 566, 568 (Ct. App. 1985). The Defendant did not plead or raise the defense of *res judicata* at any point in this action.
12. According to the Restatement (Second) of Judgments, Section 15, when two inconsistent final judgments are rendered, the latter judgment is accorded conclusive effect for the purposes of *res judicata*. See also, Middleborough Horizontal Prop. Regime Council of Co.-Owners v. Montedison S.p.A., 320 S.C. 470, 476, 465 S.E.2d 765, 769 (Ct. App. 1995)

(acknowledging that South Carolina law accepts the Restatement approach, while declining to apply it for other reasons). Therefore, the judgment in this action takes precedence over the judgment in the prior action in Williamsburg County.

13. The Plaintiff may also argue that Rule 60(b)(5) applies, in that it is no longer equitable that the judgment should have prospective application. First, the Plaintiff's motion and the order are not limited to prospective application, but claim retroactive effect to nullify the foreclosure judgment as though it had not happened. This is outside the scope of Rule 60(b)(5).
14. Nevertheless, it makes no sense to claim that it is inequitable for the Plaintiff be required to keep the property that it chose to foreclose on. While the initial mortgage may have been on the wrong property due to a mistake, that error was resolved, and the Plaintiff obtained the judgment reforming the mortgage. Since the Plaintiff was the same party in both cases, it knew that the mortgage had been reformed. Plaintiff then proceeded to foreclose in Georgetown against the property in Georgetown, even ignoring the Defendant's attempts to inform them that they were foreclosing on the wrong property. As such, the Plaintiff had actual and constructive knowledge as to which property they were foreclosing on, and so it is perfectly equitable to hold them to that decision.
15. Further, the Defendant would be significantly prejudiced by retroactively setting aside the judgment of foreclosure. The Defendant was, in fact, deprived of the use and enjoyment of the property in question for two years, during which time she might have sold it or rented it out to generate income to pay towards the mortgage or other purposes.
16. However, the Defendant also relied on the finality of the satisfaction of the mortgage that was filed after the foreclosure sale, and the Plaintiff's waiver of deficiency judgment, in no

longer making payments on the mortgage. If this were retroactively reinstated, she expects Plaintiff to seek to hold her responsible for very large arrears, late fees, and additional charges that would have accrued during the time the mortgage was supposedly satisfied, making it effectively impossible to save her home by reinstating, refinancing, or modifying the loan.

17. Additionally, the Defendant is informed and believes that the Plaintiff's servicer has engaged in repeated violations of the Fair Debt Collection Practices Act by contacting the Defendant seeking to collect a mortgage debt that has been satisfied, with a waiver of deficiency. If the judgment and satisfaction were vacated *nunc pro tunc*, this would effectively insulate the servicer from liability for these violations because such an order would retroactively reinstate the loan.

18. For the purposes of Rule 11, S.C.R.C.P., the undersigned attorney affirms that he has consulted with opposing counsel and attempted to resolve this matter in good faith.

Respectfully Submitted,

South Carolina Legal Services

Conway, SC

Date: February 21, 2019

/s Jon A. Ozolins

Jon A. Ozolins
Attorney for Defendant Janet M. Smith
S.C. Bar No. 78335
1201-B Creel Street, Wing A-1
Conway, SC 29527
(843) 381-8182
(843) 381-8372 (fax)
jonozolins@sclegal.org

STATE OF SOUTH CAROLINA
COUNTY OF WILLIAMSBURG

The Bank of New York Mellon, f/k/a The
Bank of New York, as trustee for the
certificateholders of the CWABS, Inc.,
Asset-Backed Certificates, Series 2005-16,

Plaintiff,

-vs-

Janet M. Smith

Defendant(s)

IN THE COURT OF COMMON PLEAS

CASE NO. 2018-CP-45-00472

**MEMORANDUM OF AUTHORITIES IN
OPPOSITION TO MOTION TO SET ASIDE
ORDER VACATING JUDGMENT**

Statement of facts

Defendant owns two tracts of land: 1) her home at 5301 County Line Rd. in Andrew, SC bearing tax map number 45-435-009, and 2) a lot at 72 Grape Drive in Georgetown County, South Carolina, bearing tax map number 02-0134-028 (see Defendant's Answer and Counterclaim, paragraphs 7 and 8).

On November 15, 2005, Defendant executed a note to Plaintiff in the amount of \$73,000 and provided in mortgage over property at 5301 County Line Rd., Andrew, SC bearing tax map number 45 – 435 – 009 to secure the debt. In error, the mortgage, which covered property in Williamsburg County, was recorded with the Georgetown Registry of Deeds on December 28, 2005 at Book 2836 at Page 109.

The account subsequently went into default and on September 8, 2014 in case 2014-CP-45-00445 a foreclosure was commenced by Bank of New York Mellon in Williamsburg County. The foreclosure was not completed and the loan was reinstated. By order dated April 8, 2015, the Special Referee Judge Wells Dickson issued an order reforming the mortgage to reflect that the property securing the mortgage was in Williamsburg County. **(See Exhibit A hereto attached)**. On November 27, 2018, Judge Dickson issued a further order in case 2014- CP-45-00445 in which Plaintiff's third cause of action for foreclosure and sale was vacated and the order reforming the mortgage was reaffirmed. **(See Exhibit B hereto attached)**.

On September 20, 2016, a second mortgage foreclosure was commenced by Plaintiff in Georgetown County in case 2016-CP-22-00334. This mortgage foreclosure sought foreclosure of the land at 5301 County Line Rd. in Andrew, SC. The foreclosure however listed the tax map number is 02-0134-028 which is the tax map number of 72 Grape Dr. in Georgetown County South Carolina. The Defendant provided no mortgage to Plaintiff over the property at 72 Grape Dr. in Georgetown County.

Defendant defaulted in this foreclosure action and on August 30, 2016 the Special Referee Dan Stacy entered an order foreclosing the property identified as tax map number 02-0134-028, which, as stated above, is the property at 72 Grape Dr., Georgetown County South Carolina. Sale was held on September 20, 2016 and Plaintiff was the successful bidder.

On November 13, 2018, Plaintiff realized its error that it had foreclosed on property upon which it held no mortgage in Georgetown County and commenced a foreclosure in Williamsburg County in case

2018-CP-45-00472. That foreclosure properly sought foreclosure of the land at 5301 County Line Rd., Andrew, SC bearing tax map number 45 – 435 – 009. To correct the error of the previous incorrect foreclosure, the Special Referee executed an order on December 10, 2018 vacating the foreclosure in case 2016-CP-22-00334, vacating the judicial sale, vacating the release of lien, vacating the recorded deed from the special referee and dismissing the foreclosure without prejudice and reinstating the note and mortgage to April 19, 2016. (See **Exhibit C attached hereto**).

Counsel for the Defendant now moves to set aside the Order dated December 10, 2018.

Argument

Under Rule 60 (B) (5) South Carolina Rules of Civil Procedure, a court is empowered to relieve a party from a final judgment when "it is no longer equitable that the judgment should have prospective application." The relief of a party from final judgment under Rule 60(B)(5) is within the sound discretion of the trial court to be exercised in the interest of justice and such a determination will not be disturbed on appeal if consistent with accepted legal principles, except for abuse of discretion. See, e.g. Elgin Nat'l Watch Co. v Barrett, 213 F. 2D776 (5th Cir. 1954).

In order to apply Rule 60 (B)(5), the judgment from which relief is sought must have prospective application. Comfort v Lynn School Comm., 541 F. Supp.2d 429(D.C. Mass. 2008). Prospective application has been defined as judgment which involve the supervision of changing conditions or otherwise require further acts in the future. Twelve John Does v. District of Columbia, 841 F2d 1139 (D. C. Cir. 1988). An example of prospective application is an order which requires further alteration or further supervision by the court. In re Northwest Airlines Corp., 366 B. R. 270 (Bankr.S.D. N. Y 2007).

In the present case, the Order of Reference gives the Special Referee continuing jurisdiction to hear and dispose of any issues after sale or judgment. (See **Exhibit D attached hereto**). Equally, a Writ of Assistance was issued in the subject case on January 10, 2017 which was served on the Defendant on February 28, 2017. The dissolution of this writ of assistance requires the further supervision and acts of this court. (See **Exhibit E attached hereto**).

More importantly, Rule 60(B) is an equitable provision and should be exercised in the interest of justice. Northwest Airlines supra, 360 6B. R. 270 at 276 and Elgin supra 213 F. 2d 776 at 780. In the present case, Defendant admits that her residence is 5301 County Line Rd., Andrew, SC in Williamsburg County and that the property in Williamsburg County is where the foreclosure should have taken place in Williamsburg County. (See paragraphs 1 and 9- Affidavit of Defendant Janet M. Smith).

Defendant's records also make it unavoidable that the Williamsburg property is the property intended by Defendant to be covered by the mortgage. For example, the residential appraisal dated September 27, 2005, **attached hereto as Exhibit F**, was the basis of extending the mortgage loan to Defendant. That appraisal was the appraisal and of the property at 5301 County Line Rd., Andrew, SC in Williamsburg County. Additionally, as shown in the HUD-1 Settlement Statement dated November 17, 2005, **attached hereto as Exhibit G**, the mortgage was intended to encumber the Defendant's home of 5301 County Line Rd., Andrew, SC. This is also verified by the property address in the mortgage, **attached hereto as Exhibit H**. Most importantly, the April 8, 2015 order of Special Referee Dickson

reformed the mortgage to establish that it covered the property in Williamsburg County. (See **Exhibit A attached hereto**).

In sum, at all times relevant herein, the Defendant intended to grant and mortgage over the property at 5301 County Line Rd., Andrew, SC in Williamsburg County. Defendant never intended to grant a mortgage over the property at 72 Grape Dr., Georgetown County. To now deny Plaintiff its right to foreclose on the property in Williamsburg County is an equitable and leaves Plaintiff with no remedy. It is these types of situations that Rule 60(B)(6) is intended to provide a remedy.

The motion should be denied.

Respectfully Submitted,

Crawford & von Keller, LLC

s/Theodore von Keller

Theodore von Keller, SC Bar No. 5718

P. O. Box 4216

Columbia, SC 29240

ted@crawfordvk.com

Attorney for Plaintiff

STATE OF SOUTH CAROLINA
COUNTY OF WILLIAMSBURG

The Bank of New York Mellon, f/k/a The
Bank of New York, as trustee for the
certificate holders of the CWABS, Inc.,
Asset-Backed Certificates, Series 2005-16,

Plaintiff,

-vs-

Janet M. Smith

Defendant(s)

IN THE COURT OF COMMON PLEAS

CASE NO. 2018-CP-45-00472

**SUPPLEMENTAL
MEMORANDUM OF AUTHORITIES IN
OPPOSITION TO MOTION TO SET ASIDE
ORDER VACATING JUDGMENT**

Statement of facts

Defendant owns two tracts of land: 1) her home at 5301 County Line Rd. in Andrew, SC bearing tax map number 45-435-009, and 2) a lot at 72 Grape Drive in Georgetown County, South Carolina, bearing tax map number 02-0134-028 (see Defendant's Answer and Counterclaim, paragraphs 7 and 8).

On November 15, 2005, Defendant executed a note to Plaintiff in the amount of \$73,000 and provided in mortgage over property at 5301 County Line Rd., Andrew, SC bearing tax map number 45 – 435 – 009 to secure the debt. In error, the mortgage, which covered property in Williamsburg County, was recorded with the Georgetown Registry of Deeds on December 28, 2005 at Book 2836 at Page 109.

The account subsequently went into default and on September 8, 2014 in case 2014-CP-45-00445 a foreclosure was commenced by Bank of New York Mellon in Williamsburg County. The foreclosure was not completed and the loan was reinstated. By order dated April 8, 2015, the Special Referee Judge Wells Dickson issued an order reforming the mortgage to reflect that the property securing the mortgage was in Williamsburg County. **(See Exhibit A hereto attached)**. On November 27, 2018, Judge Dickson issued a further order in case 2014- CP-45-00445 in which Plaintiff's third cause of action for foreclosure and sale was vacated and the order reforming the mortgage was reaffirmed. **(See Exhibit B hereto attached)**.

On September 20, 2016, a second mortgage foreclosure was commenced by Plaintiff in Georgetown County in case 2016-CP-22-00334. This mortgage foreclosure sought foreclosure of the land at 5301 County Line Rd. in Andrew, SC. The foreclosure however listed the tax map number is 02-0134-028 which is the tax map number of 72 Grape Dr. in Georgetown County South Carolina. The Defendant provided no mortgage to Plaintiff over the property at 72 Grape Dr. in Georgetown County.

Defendant defaulted in this foreclosure action and on August 30, 2016 the Special Referee Dan Stacy entered an order foreclosing the property identified as tax map number 02-0134-028, which, as stated above, is the property at 72 Grape Dr., Georgetown County South Carolina. Sale was held on September 20, 2016 and Plaintiff was the successful bidder.

On November 13, 2018, Plaintiff realized its error that it had foreclosed on property upon which it held no mortgage in Georgetown County and commenced a foreclosure in Williamsburg County in case 2018-CP-45-00472. That foreclosure properly sought foreclosure of the land at 5301 County Line Rd., Andrew, SC bearing tax map number 45 – 435 – 009. To correct the error of the previous incorrect foreclosure, the Special Referee executed an order on December 10, 2018 vacating the foreclosure in case 2016-CP-22-00334, vacating the judicial sale, vacating the release of lien, vacating the recorded deed from the special referee and dismissing the foreclosure without prejudice and reinstating the note and mortgage to April 19, 2016. **(See Exhibit C attached hereto).**

Counsel for the Defendant now moves to set aside the Order dated December 10, 2018.

Argument

The Order Dated December 10, 2018 is proper under SCRCP 60 (B)(5)

Under Rule 60 (B) (5) South Carolina Rules of Civil Procedure, a court is empowered to relieve a party from a final judgment when "it is no longer equitable that the judgment should have prospective application." The relief of a party from final judgment under Rule 60(B)(5) is within the sound discretion of the trial court to be exercised in the interest of justice and such a determination will not be disturbed on appeal if consistent with accepted legal principles, except for abuse of discretion. See, e.g. Elgin Nat'l Watch Co. v Barrett, 213 F. 2D776 (5th Cir. 1954).

In order to apply Rule 60 (B)(5), the judgment from which relief is sought must have prospective application. Comfort v Lynn School Comm., 541 F. Supp.2d 429(D.C. Mass. 2008). Prospective application has been defined as judgment which involve the supervision of changing conditions or otherwise require further acts in the future. Twelve John Does v. District of Columbia, 841 F2d 1139 (D. C. Cir. 1988). An example of prospective application is an order which requires further alteration or further supervision by the court. In re Northwest Airlines Corp., 366 B. R. 270 (Bankr.S.D. N. Y 2007).

In the present case, the Order of Reference gives the Special Referee continuing jurisdiction to hear and dispose of any issues after sale or judgment. **(See Exhibit D attached hereto).** Equally, a Writ of Assistance was issued in the subject case on January 10, 2017 which was served on the Defendant on February 28, 2017. The dissolution of this writ of assistance requires the further supervision and acts of this court. **(See Exhibit E attached hereto).**

More importantly, Rule 60(B) is an equitable provision and should be exercised in the interest of justice. Northwest Airlines supra, 360 6B. R. 270 at 276 and Elgin supra 213 F. 2d 776 at 780. In the present case, Defendant admits that her residence is 5301 County Line Rd., Andrew, SC in Williamsburg County and that the property in Williamsburg County is where the foreclosure should have taken place in Williamsburg County. (See paragraphs 1 and 9- Affidavit of Defendant Janet M. Smith).

Defendant's records also make it unavoidable that the Williamsburg property is the property intended by Defendant to be covered by the mortgage. For example, the residential appraisal dated September 27, 2005, **attached hereto as Exhibit F**, was the basis of extending the mortgage loan to Defendant. That appraisal was the appraisal and of the property at 5301 County Line Rd., Andrew, SC in Williamsburg County. Additionally, as shown in the HUD-1 Settlement Statement dated November 17, 2005, **attached hereto as Exhibit G**, the mortgage was intended to encumber the Defendant's home of 5301 County Line Rd., Andrew, SC. This is also verified by the property address in the mortgage, **attached hereto as Exhibit H**. Most importantly, the April 8, 2015 order of Special Referee Dickson reformed the mortgage to establish that it covered the property in Williamsburg County. **(See Exhibit A attached hereto)**.

In sum, at all times relevant herein, the Defendant intended to grant and mortgage over the property at 5301 County Line Rd., Andrew, SC in Williamsburg County. Defendant never intended to grant a mortgage over the property at 72 Grape Dr., Georgetown County. To now deny Plaintiff its right to foreclose on the property in Williamsburg County is an equitable and leaves Plaintiff with no remedy. It is these types of situations that Rule 60(B)(6) is intended to provide a remedy.

The Order Dated December 10,2018 was proper as the order of foreclosure was void

As shown in the affidavit of Randall Jackson, filed herein, neither the Plaintiff nor its successors in interest held a mortgage over property at 72 Grape Dr. in Georgetown County South Carolina and that the mortgage granted by defendant covered property in Williamsburg County only. The foreclosure in case 2016 – CP – 22 – 00334 foreclosed property at 72 Grape Dr. in Georgetown County identified as tax map number 02 – 0134 – 028. Neither plaintiff nor its successors in interest had a mortgage over that property. It is well-established in South Carolina that a foreclosure action must be brought where the property is located or the court lacks subject jurisdiction. Silcox & Co. v. Jones, 80 S. C. 484, 60 1S. E. 948(1908). It is also well established that, "the definition 'void' under the rule only encompasses judgments from courts which failed to provide proper due process, or judgments from court which lacks subject matter jurisdiction or personal jurisdiction" Belle Hall Plantation Homeowner's Ass'n v. Murray, 419 S. C. 605, 799 S. E. 2d 310, 317(Ct. App. 2017). The order of foreclosure in case 2016 – CP – 22 – 00334 was therefore void as the court lacks subject matter jurisdiction to adjudicate a foreclosure where there was no mortgage governing property in Georgetown County. The special referee's decision to vacate such order was proper pursuant to Rule 60(b) (4)SCRPC.

The motion should be denied.

Respectfully Submitted,

Crawford & von Keller, LLC

s/Theodore von Keller

Theodore von Keller, SC Bar No. 5718

P. O. Box 4216

Columbia, SC 29240

ted@crawfordvk.com

Attorney for Plaintiff

STATE OF SOUTH CAROLINA
COUNTY OF GEORGETOWN

The Bank of New York Mellon, f/k/a The
Bank of New York, as trustee for the
certificateholders of the CWABS, Inc.,
Asset-Backed Certificates, Series 2005-16

Plaintiff,

-vs-

Janet M. Smith, Portfolio Recovery
Associates, LLC and James E. Brydic,

Defendant(s)

IN THE COURT OF COMMON PLEAS

CASE NO. 2016-CP-22-00334

AMENDED NOTICE OF SALE

FILED
GEORGETOWN COUNTY
2016 OCT 13 PM 2:26
ALMA Y WHITE
CLERK OF COURT

BY VIRTUE of a judgment heretofore granted in the case of The Bank of New York Mellon, f/k/a The Bank of New York, as trustee for the certificateholders of the CWABS, Inc., Asset-Backed Certificates, Series 2005-16 vs. Janet M. Smith, Portfolio Recovery Associates, LLC and James E. Brydic, I, Joe M. Crosby, as Master In Equity for Georgetown County, will sell on November 7, 2016, at 12:00 Noon, at the Georgetown County Courthouse, Courtroom 2C, 2nd Floor, 401 Cleland Street, 29442, to the highest bidder:

ALL THAT CERTAIN PIECE, PARCEL OR LOT OF LAND SITUATED, LYING AND BEING IN TAX DISTRICT NO. 2, GEORGETOWN COUNTY, SOUTH CAROLINA, NORTH OF THE TOWN OF ANDREWS, WHICH IS SHOWN AND DELINEATED AS LOT NO. 3 ON THAT CERTAIN PLAT MADE BY SAMUEL M. HARPER, R.L.S. DATED DECEMBER 15, 1971 AND RECORDED IN THE OFFICE OF THE CLERK OF COURT FOR GEORGETOWN COUNTY IN PLAT BOOK W AT PAGE 64, SAID LOT NO. 3 IS BOUNDED AND MEASURED AS FOLLOWS: ON THE NORTHEAST BY A 50-FOOT STREET AS SHOWN ON SAID PLAT SEPARATING SAID LOT FROM LAND NOW OR FORMERLY OF ETHRIDGE AND MEASURING ON SAID STREET 149 FEET;

ON THE SOUTHEAST BY LOT NO. 4 AS SHOWN ON SAID PLAT AND MEASURING THEREON 197 FEET;

ON THE SOUTHWEST BY LAND OF INTERNATIONAL PAPER COMPANY AND MEASURING THEREON 149 FEET; AND

ON THE NORTHWEST BY LOT NO. 2 AS SHOWN ON SAID PLAT AND MEASURING THEREON 198 FEET, BE ALL MEASUREMENTS A LITTLE MORE OR LESS.

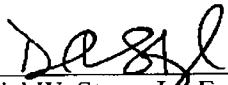
BEING THE SAME PROPERTY CONVEYED FROM JAMES E. BYRDIC TO JANET M. SMITH BY DEED RECORDED 10-31-90, IN BOOK 401, PAGE 193 IN THE REGISTERS OFFICE OF GEORGETOWN COUNTY, SOUTH CAROLINA.

TMS #: 02-0134-028

SUBJECT TO GEORGETOWN COUNTY TAXES

TERMS OF SALE: The successful bidder, other than the Plaintiff, will deposit with the Master In Equity at conclusion of the bidding, five (5%) of his bid, in cash or equivalent, as evidence of good faith, the same to be applied to purchase price in case of compliance, but to be forfeited and applied first to costs and then to Plaintiff's debt in the case of noncompliance. Should the last and highest bidder fail or refuse to make the required deposit at the time of the bid or comply with the other terms or the bid within twenty (20) days, then the Master In Equity may resell the property on the same terms and conditions on some subsequent Sales Day (at the risk of the former highest bidder). No personal or deficiency judgment being demanded, the bidding will not remain open after the date of sale, but compliance with the bid may be made immediately.

The successful bidder will be required to pay interest on the amount of the bid from the date of sale to date of compliance with the bid at the rate of 9.75% per annum.



Daniel W. Stacy, Jr., Esquire
Special Referee for Georgetown County

Theodore von Keller, Esquire
B. Lindsay Crawford, III, Esquire
Sara Hutchins
Columbia, South Carolina
Attorney for Plaintiff

STATE OF SOUTH CAROLINA)

SPECIAL REFEREE'S DEED

COUNTY OF GEORGETOWN)

CASE NO. 2016-CP-22-0334

201600011244 EXEMPT
Filed for Record in
GEORGETOWN SC
WANDA PREVATTE, REGISTER OF DEEDS
11-28-2016 At 10:21:10 am.
DEED 10.00
STATE TAX .00
COUNTY TAX .00
Book 2925 Page 296 - 300

To all whom these Presents shall concern:

I, Daniel W. Stacy, Jr., as Special Referee in the said State, send Greetings:

WHEREAS, THE OWNER(S) OF RECORD: JANET M. SMITH

WHEREAS, in an action in the Court of Common Pleas in Georgetown County between The Bank of New York Mellon, f/k/a The Bank of New York, as trustee for the certificateholders of the CWABS, Inc., Asset-Backed Certificates, Series 2005-16, as Plaintiff, and Janet M. Smith, Portfolio Recovery Associates, LLC and James E. Brydic, as Defendant(s), I, as Special Referee, by Special Referee's Order and Judgment of Foreclosure and Sale filed on September 20, 2016, did decree that the property hereinafter described should be sold on the terms and for the purposes mentioned in said Judgment; and

WHEREAS, I, the undersigned, as Special Referee, after due advertisement of the said property for sale at public outcry, did openly and publicly, and after the manner of auction, offer for sale and sell the said property on November 7, 2016, for the sum of, two thousand five hundred and 00/100 dollars (\$2,500.00) being the highest amount bid at said sale and having been made by the Plaintiff; and WHEREAS, the bid has been complied with to the satisfaction of the Court; and

NOW, KNOW ALL MEN, that, I, the undersigned, as Master In Equity pursuant to the foregoing and also in consideration of the said bid paid as aforesaid by the said hereinbelow-named Grantee, the receipt whereof is hereby acknowledged, have granted, bargained, sold and released, and by these presents do grant, bargain, sell and release the following-described property unto the Grantee, *The Bank of New York Mellon, f/k/a The Bank of New York, as trustee for the certificateholders of the CWABS, Inc., Asset-Backed Certificates, Series 2005-16, , , 7360 S. Kyrene, T-108, Tempe, AZ 85283.*

ALL THAT CERTAIN PIECE, PARCEL OR LOT OF LAND SITUATED, LYING AND BEING IN TAX DISTRICT NO. 2, GEORGETOWN COUNTY, SOUTH CAROLINA, NORTH OF THE TOWN OF ANDREWS, WHICH IS SHOWN AND DELINEATED AS LOT NO. 3 ON THAT CERTAIN PLAT MADE BY SAMUEL M. HARPER, R.L.S. DATED DECEMBER 15, 1971 AND RECORDED IN THE OFFICE OF THE CLERK OF COURT FOR GEORGETOWN COUNTY IN PLAT BOOK W AT PAGE 64, SAID LOT NO. 3 IS BOUNDED AND MEASURED AS FOLLOWS: ON THE NORTHEAST BY A 50-FOOT STREET AS SHOWN ON SAID PLAT SEPARATING SAID LOT FROM LAND NOW OR FORMERLY OF ETHRIDGE AND MEASURING ON SAID STREET 149 FEET;

ON THE SOUTHEAST BY LOT NO. 4 AS SHOWN ON SAID PLAT AND MEASURING THEREON 197 FEET;

GEORGETOWN COUNTY PARCEL

02-0134-028-000
SPE

ON THE SOUTHWEST BY LAND OF INTERNATIONAL PAPER COMPANY AND MEASURING THEREON 149 FEET; AND

ON THE NORTHWEST BY LOT NO. 2 AS SHOWN ON SAID PLAT AND MEASURING THEREON 198 FEET, BE ALL MEASUREMENTS A LITTLE MORE OR LESS.

BEING THE SAME PROPERTY CONVEYED FROM JAMES E. BYRDIC TO JANET M. SMITH BY DEED RECORDED 10-31-90, IN BOOK 401, PAGE 193 IN THE REGISTERS OFFICE OF GEORGETOWN COUNTY, SOUTH CAROLINA.

TMS# 02-0134-028

Physical Address: 5301 County Line Rd., Andrews, SC 29510, ,

TOGETHER with all and singular the hereditaments, rights, members and appurtenances whatsoever to the said property belonging or in anywise incident or appertaining, and the reversions and remainders, rents, issues and profits thereof; and also any estate, right, title, interest, dower, possession, benefit, claim or demand therein whatsoever of all parties to the said suit and of all persons who might rightfully claim the same, or any part thereof, by, from or under them, or either of them.

TO HAVE AND TO HOLD the said property, with its hereditaments, privileges and appurtenances, unto the The Bank of New York Mellon, f/k/a The Bank of New York, as trustee for the certificateholders of the CWABS, Inc., Asset-Backed Certificates, Series 2005-16, its successors and assigns, for its own use, benefit and behoove, forever.

IN WITNESS WHEREOF, I, the undersigned, as Special Referee, under and by virtue of the said Judgment, have hereunto set my Hand and Seal this 14 day of November, 2016.

SIGNED, SEALED AND DELIVERED
in the Presence of:

Rebecca S. Blakely
Sonya Papanikolaou
STATE OF SOUTH CAROLINA)
COUNTY OF GEORGETOWN)

Daniel W. Stacy, Jr.
Daniel W. Stacy, Jr., Special Referee for
Georgetown County

PERSONALLY appeared before me Rebecca S. Blakely and made oath that s/he saw Daniel W. Stacy, Jr., Special Referee sign, seal and deliver the within Special Referee's Deed; and that deponent together with Sonya Papanikolaou signed their names as witnesses thereto; and witness is not a party or beneficiary to the transaction; and that the witness and the deponent are not a party to or beneficiary of the transaction.

Rebecca L. Blitch

SWORN to before me this
14th day of November, 2016

Soupa Papanikolaou (L.S.)

Print Name: Soupa Papanikolaou

Notary Public for South Carolina

My Commission Expires: 9/11/2025

ENTER IN GRANTOR INDEX: 1. Special Referee
 2. Daniel W. Stacy, Jr.
 3. Janet M. Smith

GRANTEE'S ADDRESS: 7360 S. Kyrene, T-108
 Tempe, AZ 85283

STATE OF SOUTH CAROLINA
COUNTY OF GEORGETOWNAFFIDAVIT FOR EXEMPT
TRANSFERS

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

1. I have read the information on the back of this affidavit and I understand such information.

2. The property being transferred is located at 5301 County Line Rd., Andrews, SC 29510, , bearing Georgetown County Tax Map Number 02-0134-028, was transferred by Daniel W. Stacy, Jr., Special Referee to The Bank of New York Mellon, f/k/a The Bank of New York, as trustee for the certificateholders of the CWABS, Inc., Asset-Backed Certificates, Series 2005-16 on November 14, 2016.

3. Check one 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) X _____ exempt from the deed recording fee because (See Information section of affidavit): #13- deed executed pursuant to foreclosure proceedings.

(If exempt, please skip items 4-7 and go to item 8, of this affidavit.)

If exempt under exemption #14 as described in the Information section of this affidavit, did the agent and principal relationship exist at the time of the original sale and was the purpose of this relationship to purchase the realty? Check Yes _____ or No _____

4. Check one of the following if either 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 _____
- 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. (This includes, pursuant to Code Section 12-59-140(E)(6), any lien or encumbrance on realty in possession of a forfeited land commission which may subsequently be waived or reduced after the transfer under a signed contract or agreement between the lien holder and the buyer existing before the transfer) If A Yes, @ the amount of the outstanding balance of this lien or encumbrance is: _____

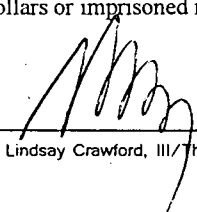
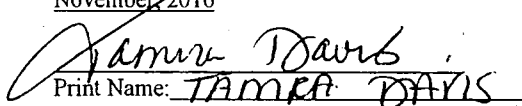
6. The deed recording fee is computed as follows:

- a) Place the amount listed in item 4 above here: _____
- 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: _____

7. The deed recording fee due is based on the amount listed on Line 6(c) above and the deed recording, fee due is: _____

8. As required by Code Section 12-24-70, I state that I am a responsible person who was connected with the transaction as: Attorney for grantee.

9. I understand that a person required to furnish this affidavit who willfully 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 22 day of
November, 2016
B. Lindsay Crawford, III / Theodore von Keller / Sara C. Hutchins / B. Lindsay Crawford, IV
Print Name: TAMARA DAVIS
Notary Public for South Carolina
My Commission Expires: 6/14/2021

Instrument
201600011244

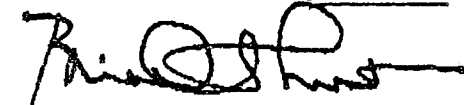
Book Page
2925 300

envelope

Crawford
165856 & Von Kell

201600011244 EXEMPT
Filed for Record in
GEORGETOWN, SC
WANDA PREVATTE, REGISTER OF DEEDS
11-28-2016 At 10:21:10 am.
DEED 10.00
STATE TAX .00
COUNTY TAX .00
Book 2925 Page 296 - 300
Wanda J. Prevatte

RECORDED THIS DATE



BRIAN D. SHULT

STATE OF SOUTH CAROLINA)
COUNTY OF WILLIAMSBURG)

16-CP-22-00334
CASE NUMBER

THE BANK OF NEW YORK MELLON, F/K/A THE
BANK OF
NEW YORK

VS.

PLAINTIFF(S)

JANET M SMITH
5301 COUNTY LINE ROAD
ANDREWS SC 29510

DEFENDANT(S)

AFFIDAVIT
OF
PERSONAL SERVICE

The undersigned April Mcclary, being duly sworn, says that she served the following:

- | | |
|--|--|
| ☐ Summons | ☐ Claim and Delivery |
| ☐ Summons and Complaint | ☐ Order for Repossession |
| ☐ Rule/Order | ☐ Judgment of Foreclosure |
| ☐ Rule to Show Cause (Eviction) | ☐ Writ of Ejectment |
| ☐ Subpoena | ☐ Order of Repossession |
| ☐ Notice of Hearing | ☒ Writ of Judgement |
| ☐ Execution | ☒ Other (describe) <u>Order for Writ</u> |
| | <u>of Assistance & Writ Assistance</u> |

by delivering the same to:

- ☒ Defendant Janet M. Smith, personally.
☐ (Note relation to defendant) a person of discretion residing at defendant's residence, personally.
☐ (Person served if corporate defendant) the _____ (title / office held)

and leaving with (him)(her) one (1) copy of the same at 5301 County line Rd
Andrews SC 29510 on the 28th day of February, 2017 at
1:37 (A.M.) (P.M.) and that deponent knows the person so served to be the
defendant mentioned and described in the pleadings served, and that deponent is not a party to nor
interested in the action.

Non-Service information	
Place of Attempted Service	Date/Time of Attempt
Not Served for the Following Reasons	

28th day of February, 20 17
Heagen C. Williams (L.S.)
Notary Public for South Carolina
My Commission expires: 9-14-2026

April Mcclary
Deputy Sheriff, WILLIAMSBURG County, SC

48235

STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
COUNTY OF GEORGETOWN	)	
	)	
	)	
	)	
The Bank of New York Mellon, f/k/a	)	
The Bank of New York, as trustee for	)	
the certificateholders of the CWABS,	)	
Inc., Asset-Backed Certificates, Series	)	
2005-16	)	
Plaintiff,	)	
vs.	)	AFFIDAVIT OF DEFENDANT
	)	
Janet M. Smith,	)	
	)	
Defendant.	)	CASE NO. 2016-CP-22-00334
	)	

PERSONALLY APPEARED BEFORE ME, Janet M. Smith, Plaintiff herein, who being first duly sworn says:

1. My name is Janet M. Smith and I live at 5301 County Line Road, Andrews, SC 29510. This is my home address and is located in Williamsburg County. I also owned a parcel of property at 72 Grape Drive, Andrews, SC which is located in Georgetown County.
2. The mortgage in question originally listed the property description for my property in Georgetown County.
3. In 2014, the Plaintiff filed a foreclosure action against me in Williamsburg County, case number 2014-CP-45-00445, which also sought to reform the mortgage to cover my property in Williamsburg County instead of my property in Georgetown County. The Plaintiff obtained a default judgment granting the reformation of the mortgage (attached as Exhibit A), but I was able to avoid foreclosure by reinstating the loan.
4. In April of 2016, the Plaintiff filed for foreclosure in Georgetown County, case number 2016-CP-22-00334, once again seeking to enforce the mortgage against my property located in Georgetown County. A foreclosure hearing was held on August 30, 2016. I did not attend that hearing because I did not receive the hearing notice until after the hearing date.
5. When I finally did receive the documents, I immediately notified the lender's attorney via email (attached as Exhibit B), that the property listed was not my home

but the Grape Drive property in Georgetown County. They told me that they would put the action on hold while they looked into the matter. I also spoke with the servicer, Ditech, over the phone, telling them they had the wrong property listed.

6. During this time, I looked into selling my property in Georgetown County to pay the arrears and prevent foreclosure. Unfortunately, because of confusion caused by the Plaintiff changing which property was covered by the mortgage, without record of that change appearing in the records of Georgetown County, both properties looked like they were mortgaged in the county's records. This made it impossible for me to find a buyer.
7. The foreclosure was granted in the Georgetown foreclosure action (case number 2016-CP-22-0334), and my property in Georgetown County was sold, and the Plaintiff waived their right to a deficiency judgment. The Plaintiff then obtained a writ of assistance on January 10, 2017 and took possession of my property in Georgetown County.
8. I had also considered putting campers on my property in Georgetown, to rent them out and generate income. However, I was unable to do so once the Plaintiff obtained a writ of assistance against me regarding the property located in Georgetown.
9. I had tried to several times to inform the Plaintiff's Attorneys by email, and the Plaintiff by phone that they were foreclosing on the wrong property. They responded to these attempts by either ignoring me, or insisting that they had the right property. In either case, they should not now be able to change their minds about which property they want to foreclose on.
10. After the foreclosure was completed, and the mortgage was marked satisfied, I still received calls from the mortgage servicer demanding payment. At one point, I even hired an attorney to send a letter advising them that the mortgage had been satisfied and deficiency waived, and that they were violating the Fair Debt Collection Practices Act, but the collection attempts continued.
11. I have not made any payments on the mortgage since the property was foreclosed, because the mortgage was marked satisfied and the deficiency was waived, so as far as I understood, the debt had been resolved. It would be a severe hardship for the Plaintiff to reinstate the mortgage after 2 years and seek to hold me responsible for past due payments, interest, and late fees, for a debt that was satisfied.
12. I have now been served with new foreclosure papers filed in Williamsburg County, (case number 2018-CP-45-00472), in order to foreclose on my property located in Williamsburg County. I have not had access to the property in Georgetown County for over 2 years. From what I can tell, the Plaintiff has not paid the property taxes on

that property, or maintained the property in any way. The title to both properties are still clouded due to the Plaintiff's errors regarding the mortgage and reformation.

13. The choice to foreclose on my property in Georgetown County should be considered intentional, both because they did so knowing that they had previously reformed the mortgage and because they rejected my efforts to tell them they had the wrong property. They should not now be able to come back and claim a mistake, and just push me out of my home because they no longer want my other property.

Janet M. Smith
JANET M. SMFH

SWORN AND SUBSCRIBED TO
BEFORE ME THIS 14, DAY OF
February 2019.

Lori Ignacio

Notary Public State of South Carolina

Name: Lori Ignacio

My Commission Expires May 27, 2024

LORI IGNACIO
NOTARY PUBLIC- SOUTH CAROLINA
My Commission Expires May 27, 2026

STATE OF SOUTH CAROLINA
COUNTY OF WILLIAMSBURG

IN THE COURT OF COMMON PLEAS

CASE NO. 2018-CP-45-00472

The Bank of New York Mellon, f/k/a The
Bank of New York, as trustee for the
certificateholders of the CWABS, Inc.,
Asset-Backed Certificates, Series 2005-16
Plaintiff,

AFFIDAVIT OF RANDALL JACKSON

-vs-

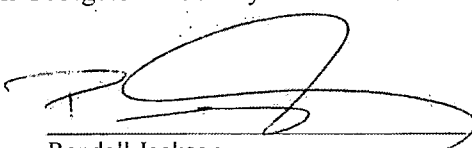
Janet M. Smith,

Defendant(s).

Personally appeared before me, Randall Jackson who being duly sworn states as follows:

1. That I am the Assistant Vice President for Bayview Loan Servicing, LLC, the servicer for the Plaintiff Bank of New York Mellon in the present matter and am authorized to make this affidavit.
2. That I am familiar with the loan of Janet M. Smith arising out of the note and mortgage granted by Janet Smith on November 15, 2005.
3. That that the loan origination file reflects that an appraisal was done on the subject property on or about September 27, 2005 to determine whether the loan would be issued to Janet M. Smith. A copy of the appraisal is attached hereto as Exhibit A.
4. That the property over which Janet M. Smith was granting a mortgage was 5301 County Line Rd., Andrew, SC in Williamsburg County.
5. That attached hereto as Exhibit B is a copy of the HUD one settlement statement dated November 17, 2005 which reflects that the intention of the Defendant Janet M. Smith was to grant a mortgage over the property at 5301 County Line Rd., Andrew, SC in Williamsburg County.
6. That the Defendant Janet M. Smith did not grant Plaintiff or its successors in interest a mortgage over the property at 72 Grape Dr. in Georgetown County South Carolina.

FURTHER THE AFFIANT SAYETH NOT.


Randall Jackson
Assistant Vice President
Bayview Loan Servicing, LLC

Sworn and subscribed before me
This 16 day of April, 2019

Notary Public for the State of Pennsylvania
My Commission Expires: 6/10/2020

Commonwealth of Pennsylvania - Notary Seal
BRIAN NWABARA, Notary Public
Montgomery County
My Commission Expires June 10, 2020
Commission Number 1298191

NOTICE OF APPEAL IN A CIVIL CASE

THE STATE OF SOUTH CAROLINA
In The Court of Appeals

APPEAL FROM GEORGETOWN COUNTY
Court of Common Pleas

Daniel W. Stacy, Jr., Special Referee

Case No. 2016-CP-22-00334

The Bank of New York
Mellon, f/k/a The Bank of
New York, as trustee for the
certificateholders of the
CWABS, Inc., Asset-Backed
Certificates, Series 2005-16,

Respondent,

v.

Janet M. Smith,

Appellant.

NOTICE OF APPEAL

Janet M. Smith appeals the order of the Honorable Daniel W. Stacy, Jr. dated May 1, 2019. Appellant received written notice of entry of this order on May 6, 2019.

June 4, 2019

/s Jon A. Ozolins

Jon A. Ozolins

Attorney for Appellant

S.C. Bar No. 78335

1201-B Creel Street, Wing A-1

Conway, SC 29527

(843) 381-8182

(843) 381-8372 (fax)

jonozolins@sclegal.org

Other Counsel of Record:

Theodore von Keller

Attorney for Respondent

SC Bar No. 5718

P. O. Box 4216

Columbia, SC 29240

(803) 790-2626

ted@crawfordvk.com



Janet Smith <janetsmith6825@gmail.com>

Re: Foreclosure Intervention

6 messages

Janet Smith <janetsmith6825@gmail.com>

Thu, Jun 2, 2016 at 3:15 PM

To: Tamra Davis <tamra@crawfordvk.com>

Hello Tamra,

I am in the process of getting information to SCHelp that they need. If I can not find it by Monday then I may need your help. I will email you Monday to let you know how things are going.

Thank You,

Janet Smith

Sent from my iPhone

On May 31, 2016, at 12:06 PM, Tamra Davis <tamra@crawfordvk.com> wrote:

Hello Janet,

I received your email below and I will be the person handling your file. If you have any questions, please feel free to call me at 803-764-7426.

Thank you

Tamra Davis, Foreclosure Paralegal

Crawford & von Keller, LLC

1640 St. Julian Place (29204)

PO Box 4216

Columbia, SC 29240

Ph: 803-790-2626

Direct line: 803-764-7426

Fax: 803-790-1277

Email: tamra@crawfordvk.com

ELECTRONICALLY FILED - 2019 Feb 21 3:39 PM - GEORGETOWN - COMMON PLEAS - CASE#2016CP2200334

From: Lindsay Crawford
Sent: Saturday, May 28, 2016 1:41 PM
To: All Users
Subject: Fwd: Foreclosure Intervention

Sent from my iPad

Begin forwarded message:

From: Janet Smith <janetsmith6825@gmail.com>
Date: May 27, 2016 at 4:59:28 PM EDT
To: <lindsay@crawfordvk.com>
Subject: Foreclosure Intervention

Dear Sir,
I am wanting to let you know that I am seeking foreclosure Intervention. I am in the process of working with SCHelp. You should hear from SCHelp by Wednesday June 2. I left a message at ext. 250 on Friday..

Thank You,

Janet Smith

Sent from my iPhone

Janet Smith <janetsmith6825@gmail.com>
To: Tamra Davis <tamra@crawfordvk.com>

Tue, Jun 7, 2016 at 4:19 PM

Hi Tamra,

SCHelp is asking for proof of cancellation from the previous foreclosure on June 1, 2014. Do you have access to that information? I had lost some of my paperwork during the flood. If you could send me a copy of what you have on it, then I am sure it would speed up the process. I appreciate your help.

Thank you,

Janet Smith
Sent from my iPhone
[Quoted text hidden]

Janet Smith <janetsmith6825@gmail.com>

Fri, Sep 16, 2016 at 4:35 PM

To: Gwen Drescher <Gwen@crawfordvk.com>

Good evening Ms. Dresscher. I just found out from Ditech Financial that there is a foreclosure sale date for October 3, 2016. I did not know of any hearing for that. I have been trying to get the information for SC Help to help me in this issue. I was hoping I could get an extension on the sale date. Had I know about the hearing I would have been in Kingstree to ask the judge for a little more time. If you could help me with this situation I would greatly appreciate it. I also would like to ask if there are any other options for me at this time. I really don't want to lose my house because it is old family land going back generations. I am in the process of getting disability started. I just need a little more time. When the disability comes through I will be able to pay the loan off if need be or I could catch it up and would be able to make the monthly payments with no problem.

If there is no hope for me to save my house then are there other options in order to keep it in the family? Can someone buy it at this point? I would rather keep it myself if I can. Once my disability starts I could make the payments or pay it all off. Like I said I just need more time to get something done in order to save the family property. Any help would be greatly appreciated.

Thank You,
Janet Smith

Sent from my iPad

On Jun 8, 2016, at 9:17 AM, Gwen Drescher <Gwen@crawfordvk.com> wrote:

Good morning Ms. Smith. Tamra forwarded your email to me as we have placed your file in foreclosure intervention. You will be receiving a Request for Mortgage Assistance package that your lender will require you to complete should you wish to be reviewed for any loss mitigation options that may be available through them. The completed package along with supporting documentation is due in our office by July 3, 2016.

We understand that you are seeking assistance from SC Help. Those efforts are completely separate and unrelated to any loss mitigation that may be available through your lender. While we do not coordinate or assist with SC Help, we do ask that you keep us informed of their decisions. Regarding your previous foreclosure, as we were not the attorneys who handled that action, we do not have any information pertaining to it.

Should you have any questions, please feel free to contact me.

Thank you,

Gwen Drescher

Paralegal

Crawford & von Keller, LLC

P.O. Box 4216

Columbia, SC 29240

ELECTRONICALLY FILED - 2019 Feb 21 3:39 PM - GEORGETOWN - COMMON PLEAS - CASE#2016CP2200334

803-790-2626

gwen@crawfordvk.com

This communication is an attempt to collect a debt and any information obtained will be used for that purpose. The information contained in this e-mail message may be attorney-client privileged, attorney work product, or strictly confidential information. If the reader of this message is not the intended recipient, you are hereby notified that any dissemination, distribution, or copying of the communication is strictly prohibited. If you have received this communication in error, please immediately notify us by telephone at (803) 790-2626 and permanently delete this e-mail

[Quoted text hidden]

Janet Smith <janetsmith6825@gmail.com>

Wed, Sep 28, 2016 at 3:18 PM

To: Gwen Drescher <Gwen@crawfordvk.com>

Ms. Drescher,

I have been trying to get in touch with your law firm by phone & can not get through. So if you could forward this email to someone that will take a look at my case, I would appreciate it.

Basically your law firm has filed the foreclosure in the wrong county. The auction on Oct 3 is in a property that is not mortgaged. The property at 72 Grape drive is free & clear. So I may have no choice but to file bankruptcy in order to save my land. I have spoke to the mortgage company & they are checking on there end.

Thanks

Sent from my iPhone

On Sep 19, 2016, at 7:31 AM, Gwen Drescher <Gwen@crawfordvk.com> wrote:

Good morning Ms. Smith. Your file is no longer with me. Once we completed the intervention process, it returned to Tamra. I am forwarding your email to her so that she may respond to you. She is out of the office today so it will probably be tomorrow before you hear from her.

Thank you,

Gwen Drescher

Paralegal

Crawford & von Keller, LLC

P.O. Box 4216

Columbia, SC 29240

803-790-2626

gwen@crawfordvk.com

This communication is an attempt to collect a debt and any information obtained will be used for that purpose. The information contained in this e-mail message may be attorney-client privileged, attorney work product, or strictly confidential information. If the reader of this message is not the intended recipient, you are hereby notified that any

ELECTRONICALLY FILED - 2019 Feb 21 3:39 PM - GEORGETOWN - COMMON PLEAS - CASE#2016CP2200334

dissemination, distribution, or copying of the communication is strictly prohibited. If you have received this communication in error, please immediately notify us by telephone at (803) 790-2626 and permanently delete this e-mail

[Quoted text hidden]

Janet Smith <janetsmith6825@gmail.com>
Draft To: Legal Aid Conway Jon Ozolins <loriagnacio@sclegal.org>

Thu, Dec 13, 2018 at 10:27 AM

Sent from my iPhone

Begin forwarded message:

From: Janet Smith <janetsmith6825@gmail.com>
Date: September 28, 2016 at 3:18:58 PM EDT
[Quoted text hidden]

[Quoted text hidden]

Janet Smith <janetsmith6825@gmail.com>
To: jonozolins@sclegal.org

Thu, Dec 13, 2018 at 10:30 AM

Sent from my iPhone

Begin forwarded message:

From: Janet Smith <janetsmith6825@gmail.com>
Date: September 28, 2016 at 3:18:58 PM EDT
[Quoted text hidden]

[Quoted text hidden]

ELECTRONICALLY FILED - 2019 Feb 21 3:39 PM - GEORGETOWN - COMMON PLEAS - CASE#2016CP2200334

FORM 4

STATE OF SOUTH CAROLINA
COUNTY OF WILLIAMSBURG
IN THE COURT OF COMMON PLEAS

JUDGMENT IN A CIVIL CASE

CASE NO. 14-CP-45-0445

The Bank of New York Mellon FKA the Bank of New York, as trustee for the Certificateholders of the CWABS Inc., Asset-Backed Certificates, Series 2005-16

Janet M. Smith;

2015 APR - 8 PM 2:36

PLAINTIFF(S)

DEFENDANT(S)

Submitted by: Robert P. Davis (SC Bar #74030); Andrew W. Montgomery (SC Bar #79893); Andrew A. Powell (SC Bar #100210); H. Guyton Murrell (SC Bar # 064134); John J. Hearn (SC Bar # 6635); Kevin T. Brown (SC Bar # 064236); Nikole Haliwanger (SC Bar # 70491); Ashley M. Wheeling-Goodson (SC Bar # 101423)
Attorneys for the Plaintiff
Rogers Townsend & Thomas, PC
220 Executive Center Drive, Suite 109
Post Office Box 100200
Columbia, SC 29202
(803) 744-4444
(803) 343-7013 - Fax
info@rtl-law.com

Attorney for : ☒ Plaintiff ☐ Defendant
or
☐ Self-Represented Litigant

DISPOSITION TYPE (CHECK ONE)

- ☐ **JURY VERDICT.** This action came before the court for a trial by jury. The issues have been tried and a verdict rendered.
- ☒ **DECISION BY THE COURT.** This action came to trial or hearing before the court. The issues have been tried or heard and a decision rendered. ☐ See Page 2/3 for additional information.
- ☐ **ACTION DISMISSED (CHECK REASON):** ☐ Rule 12(b), SCRPC; ☐ Rule 41(a), SCRPC (Vol. Nonsuit); ☐ Rule 43(k), SCRPC (Settled); ☐ Other _____
- ☐ **ACTION STRICKEN (CHECK REASON):** ☐ Rule 40(j), SCRPC; ☐ Bankruptcy; ☐ Binding arbitration, subject to right to restore to confirm, vacate or modify arbitration award; ☐ Other _____
- ☐ **DISPOSITION OF APPEAL TO THE CIRCUIT COURT (CHECK APPLICABLE BOX):**
☐ Affirmed; ☐ Reversed; ☐ Remanded; ☐ Other _____

NOTE: ATTORNEYS ARE RESPONSIBLE FOR NOTIFYING LOWER COURT, TRIBUNAL, OR ADMINISTRATIVE AGENCY OF THE CIRCUIT COURT RULING IN THIS APPEAL.

IT IS ORDERED AND ADJUDGED: ☒ See attached order (formal order to follow) ☐ Statement of Judgment by the Court: _____

ORDER INFORMATION

This order ☒ ends ☐ does not end the case.

Additional Information for the Clerk :

As required by statute, a foreclosure sale has been or will be scheduled, which will officially end the case.

INFORMATION FOR THE JUDGMENT INDEX

Complete this section below when the judgment affects title to real or personal property or if any amount should be enrolled. If there is no judgment information, indicate "N/A" in one of the boxes below.

Judgment in Favor of (List name(s) below)	Judgment Against (List name(s) below)	Judgment Amount To be Enrolled (List amount(s) below)
The Bank of New York Mellon FKA the Bank of New York, as trustee for the Certificateholders of the CWABS Inc., Asset-Backed Certificates, Series 2005-16	Janet M. Smith	N/A

		\$
		\$

If applicable, describe the property, including tax map information and address, referenced in the order:
INCORRECT:

All that certain piece, parcel or lot of land situated, lying and being in Tax District No. 2, Georgetown County, South Carolina, north of the Town of Andrews, which is shown and delineated as Lot No. 3 on that certain plat made by Samuel M. Harper, R.L.S. dated December 15, 1971 and recorded in the Office of the Clerk of Court for Georgetown County in Plat Book W at Page 64, said lot No. 3 is bounded and measured as follows: On the Northeast by a 50-foot street as shown on said plat separating said lot from land now or formerly of Ethridge and measuring on said street 149 feet;

On the Southeast by Lot No. 4 as shown on said plat and measuring thereon 197 feet;

On the Southwest by land of International Paper Company and measuring thereon 149 feet; and

On the Northwest by Lot No. 2 as shown on said plat and measuring thereon 198 feet, be all measurements a little more or less.

CORRECT:

All that certain piece, parcel or lot of land lying, with improvements thereon, being situate in Mingo Township, County of Williamsburg, State of South Carolina, containing one and one thousandths (1.001) acres, more or less, and being shown on a plat of two parcels of land prepared by J.B. Ellis, Jr., R.L.S. on May 11, 1998 and recorded in the Office of the Clerk of Court for Williamsburg County in Plat Book 46 at page 121, and being bounded on the northwest by lot of Janet T. Smith, being the lot below described, measuring thereon Two Hundred Sixteen and 86/100ths (216.86') feet; on the northeast by lands of Haskell B. Benton, measuring thereon Seventy Five and 32/100ths (75.32') feet, and by lands of James R. Fulton, measuring thereon One Hundred Twenty Five and 62/100ths (125.62') feet; on the southeast by South Carolina Highway #41, measuring thereon Two Hundred Sixteen and 31/100ths (216.31') feet; and, on the southwest by lot of Janet T. Smith, being the lot below described, and measuring thereon Two Hundred Two and 49/100ths (202.49') feet; all of which will more fully and in detail appear by reference to the plat hereinabove referred to.

This being a portion of the same property conveyed to Janet M. Smith by deed of Charles L. Mobley, dated May 29, 1998 and recorded June 1, 1998 in Book A409 at Page 268.

45-435-009

5301 County Line Road
 Andrews, SC, 29510

The judgment information above has been provided by the submitting party. Disputes concerning the amounts contained in this form may be addressed by way of motion pursuant to the SC Rules of Civil Procedure. Amounts to be computed such as interest or additional taxable costs not available at the time the form and final order are submitted to the judge may be provided to the clerk. Note: Title abstractors and researchers should refer to the official court order for judgment details.

A. Wells Dickson Jr.
 Circuit Court Judge/Master in Equity/Special Referee

Judge Code

April 8, 2015
 Date

For Clerk of Court Office Use Only

This judgment was entered on the 8th day of April, 2015 and a copy mailed first class or placed in the appropriate attorney's box on this 8th day of April, 2015 to attorneys of record or to parties (when appearing pro se) as follows:

Rogers Townsend & Thomas, PC

P.O. Box 100200

Columbia, SC 29202-3400

ATTORNEY(S) FOR THE PLAINTIFF(S)

014293-01005

ATTORNEY(S) FOR THE DEFENDANT(S)

Sharon W. Stiggen

CLERK OF COURT

Janet M. Smith

5301 County Line Rd

Andrews, SC

29510

Court Reporter:

ADDITIONAL INFORMATION REGARDING DECISION BY THE COURT AS REFERENCED ON PAGE 1.

This action came to trial or hearing before the court. The issues have been tried or heard and a decision rendered.

STATE OF SOUTH CAROLINA
COUNTY OF WILLIAMSBURG

The Bank of New York Mellon FKA the Bank of
New York, as trustee for the Certificateholders of
the CWABS Inc., Asset-Backed Certificates,
Series 2005-16,

Plaintiff,

v.

Janet M. Smith;

Defendant(s).

(014293-01005)
John J. Hearn, Esquire
Attorney for the Plaintiff

IN THE COURT OF COMMON PLEAS

DOCKET NO. 14-CP-45-0445

JUDGMENT OF FORECLOSURE AND SALE
Deficiency Judgment Waived

2015 APR -8 PM 2:36

A hearing was held April 8, 2015 at 02:00 PM. Evidence was presented, which is reported herewith, and from the evidence, I find and conclude as follows:

FINDINGS OF FACT:

1. The Lis Pendens was filed on September 8, 2014.
2. The Summons and Complaint were filed on September 8, 2014.
3. Service was made upon all Defendant(s) as shown by the proof(s) of service filed herein.
4. The Defendant(s) Janet M. Smith, is in default.
5. The Defendant(s) Janet M. Smith, is not in the Military Service of the United States of America, as contemplated under The Servicemembers Civil Relief Act, 50 U.S.C. § 501 et. seq. as shown by affidavit, certificate or order filed herein.
6. No Defendant raised any issues related to Plaintiff's standing to prosecute this action.
7. Pursuant to the South Carolina Supreme Court Administrative Order 2009-05-22-01 dated May 22, 2009, the Plaintiff set forth its belief in its Complaint or by Affidavit, which is already of record in this case, that the mortgage loan which is the subject of this foreclosure action is not eligible for modification pursuant to the terms of the Home Affordable Modification Program (HMP). Pursuant to the South Carolina Supreme Court Administrative Order dated May 22, 2009, Plaintiff's

attorney has not received a counter affidavit from any Defendant(s).

8. Attorney for the Plaintiff has fully complied with the South Carolina Supreme Court Administrative Order 2011-05-02-01 dated May 2, 2011.

9. All Pro Se Defendant(s) and all attorneys of record were notified of the time, date, and place of the hearing by letter and certificate of mailing of record herein.

10. Janet M. Smith for value received, made, executed and delivered a(n) Fixed Rate Note dated November 15, 2005 promising thereby to pay to Plaintiff or its predecessor the sum of \$73,000.00 with interest at 9.75% per annum. Other terms and conditions are stated in the Fixed Rate Note, of record herein.

11. To better secure the payment of the Fixed Rate Note described above, Janet M. Smith made, executed, and delivered to Mortgage Electronic Registration Systems, Inc., as nominee for Countrywide Home Loans, Inc., its successors and assigns (MIN 1000157-0005955688-2) a certain real estate Mortgage in writing, dated November 15, 2005 covering real property in Williamsburg County, which is the same as that described in the Complaint. This Mortgage was filed on December 28, 2005, and is of record in the Office of Clerk Of Court in Book 2836 at Page 109. This Mortgage was assigned to the Plaintiff herein by assignment dated May 25, 2012 and recorded June 4, 2012 in Book 1911 at Page 270 in Georgetown County. This loan is subject to a loan modification agreement.

FOR A FIRST CAUSE OF ACTION
(Reformation of Mortgage)

12. I find that the legal description as shown on said mortgage is incorrect according to the recorded surveys of the subject property. Therefore, Plaintiff is entitled to reformation of its Mortgage so as to correct the legal description on the Mortgage to read as follows:

All that certain piece, parcel or lot of land lying, with improvements thereon, being situate in Mingo Township, County of Williamsburg, State of South Carolina, containing one and one thousandths (1.001) acres, more or less, and being shown on a plat of two parcels of land prepared by J.B. Ellis, Jr., R.L.S. on May 11, 1998 and recorded in the Office of the Clerk of Court for Williamsburg County in Plat Book 46 at page 121, and being bounded on the northwest by lot of Janet T. Smith, being the lot below described, measuring thereon Two Hundred Sixteen and 86/100ths (216.86') feet; on the northeast by lands of Haskell B. Benton, measuring thereon Seventy Five and 32/100ths (75.32') feet, and by lands of James R. Fulton, measuring thereon One Hundred Twenty Five and 62/100ths (125.62') feet; on the southeast by South Carolina Highway #41, measuring thereon Two Hundred Sixteen and 31/100ths (216.31') feet; and, on the southwest by lot of Janet T. Smith, being the lot below described, and measuring thereon Two Hundred Two and 49/100ths (202.49') feet; all of which will more fully and in detail appear by reference to the plat hereinabove referred to.

This being a portion of the same property conveyed to Janet M. Smith by deed of Charles L. Mobley, dated May 29, 1998 and recorded June 1, 1998 in Book A409 at Page 268.

Property Address: 5301 County Line Road
Andrews, SC 29510

TMS# 45-435-009

FOR A SECOND CAUSE OF ACTION
(Declaratory Judgment)

13. Plaintiff's closing agent intended to have the Mortgage filed in Williamsburg County, but through inadvertence or mistake, the Mortgage in the real estate records for Georgetown County on December 28, 2005 in Book 2836 at Page 109. This Mortgage was assigned to the Plaintiff herein by assignment dated May 25, 2012 and recorded June 4, 2012 in Book 1911 at Page 270 in Georgetown County. This loan is subject to a loan modification agreement.

14. Plaintiff has searched the public records of Williamsburg County, and asserts that there are no other liens against the Mortgagors or the subject real estate through the filing date of the Lis Pendens except those listed in the Complaint.

15. Plaintiff is entitled to a declaratory judgment that its mortgage described above constitutes a first lien on the subject property.

FOR A THIRD CAUSE OF ACTION
(Foreclosure of the Mortgage)

16. This Mortgage constitutes a first Priority lien on the subject property, subject only to ad valorem taxes or other liens/taxes given priority by statute.

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

18. Payment due on the Fixed Rate Note has not been made as provided for therein, and the Plaintiff, as the holder or nominee for the holder, thereof, has elected to require immediate payment of the entire amount due thereon and has placed the Fixed Rate Note and first Mortgage in the hands of the attorney herein for collection by foreclosure.

19. The sum of \$3,235.00 is a reasonable fee to allow Plaintiff's counsel for services performed and anticipated to be performed until final adjudication of this action, under the terms of the Fixed Rate Note and Mortgage. This fee is likewise reasonable based on the time necessarily devoted to representation of Plaintiff during the several month course of these proceedings. The services of counsel performed for Plaintiff, which include the number and types of pleadings and documents prepared, the incumbent liabilities, and the difficulties involved in this particular case also support the fee awarded. The fee is also reasonable given the professional standing of Plaintiff's counsel and their experience in handling foreclosure matters. The fee awarded herein is also reasonable in light of the fees

customarily awarded by this court for similar services in this locality. Moreover, the efforts of Plaintiff's counsel have had the beneficial result of a prompt foreclosure of the Mortgage. Services anticipated to be performed until final adjudication contemplate completion of this matter within a reasonable time and does not include exceptional circumstances delaying conclusion beyond the normal time.

20. According to Plaintiff's accounting, after all payments received by Plaintiff have been credited to the subject loan, the amount due and owing on the Fixed Rate Note, with interest at the rate provided in the Fixed Rate Note, advances made by Plaintiff, and other costs and expenses of the action, including a reasonable attorney fee, all secured by the Fixed Rate Note and Mortgage, is as follows:

(a)	Principal due March 1, 2014	\$67,257.73
(b)	Interest from February 1, 2014 through March 3, 2015 at 9.75% per annum	\$7,140.05
	Interest from March 4, 2015 through April 8, 2015 at 9.75% per annum	\$646.92
(c)	Allowable Advances (Escrow advances, corporate charges, paid attorney fees, paid costs and expenses from the foreclosure action, and/or other charges)	\$452.51
(d)	Costs of collection prior to hearing (service, filing, etc.)	\$461.00
(e)	Title Abstract Search	\$600.00
(f)	Allowable Late Charges	\$0.00
(g)	Attorney fee (awarded herein, but unpaid)	\$3,235.00
	TOTAL debt secured by Fixed Rate Note and Mortgage, including interest to date shown	\$79,793.21

Interest shall accrue to the above stated "Total Debt" after the date of judgment at the rate of 9.75% per annum (pursuant to the terms of the Fixed Rate Note and first Mortgage). Accrued interest shall be added to the "Total Debt" and shall comprise the amount of the Plaintiff's debt secured by the first Mortgage through the date to which such interest is computed.

21. Plaintiff is seeking the usual foreclosure of the first mortgage and has in the Complaint (or subsequently thereto in writing) expressly waived the right to a personal or deficiency judgment.

22. The following Defendant(s) may claim a subordinate lien upon or subordinate legal interest in the subject property and in the event there is a surplus from the sale of the subject property, these Defendant(s) may present through any such lien or legal interest a claim to the surplus at a hearing subsequent to the sale, in accordance with Rule 71(c) South Carolina Rules of Civil Procedure. The said Defendant(s) and such liens or legal interests are as follows:

a. ***None***

IT IS THEREFORE ORDERED:

23. Plaintiff has fully complied with The South Carolina Supreme Court Administrative Orders 2009-05-22-01 dated May 22, 2009 and 2011-05-02-01 dated May 2, 2011, and the foreclosure action may proceed.

24. The subject Mortgage is hereby ordered reformed to correct the legal description on the Mortgage to read as described in Paragraph 12 of this Judgment of Foreclosure and Sale, and the Clerk Of Court is hereby directed to annotate the indices accordingly so as to give notice in the public records.

25. There is due on the Fixed Rate Note and first Mortgage set forth in the Complaint the sum of \$79,793.21, as set out in the Findings of Fact *supra*, together with interest at the rate provided therein on the balance of principal from the date aforesaid to the date hereof.

26. The amount due in the preceding paragraph (the "Final Total Debt" as set out in the Findings of Fact *supra*) shall accrue interest at the rate of the respective note rate(s) per annum and together with such interest shall constitute the total judgment debt due Plaintiff.

27. The amount of the judgment shall be subject to increase to permit Plaintiff to recover additional costs, commissions, and expenses not included in the minimum deposit previously made in compliance with S.C. Code Ann. §14-11-310 (1976). It may also increase to include supplemental compensation for attorneys' services not contemplated by the initial fee award. Jurisdiction over the fee award and total debt is reserved to facilitate the assessment and payment of any such costs or supplemental compensation. Such additional costs, commissions and expenses may be established by affidavit and shall be adjudicated by the court without further hearing.

28. The Defendant(s) liable for the aforesaid judgment debt of the Fixed Rate Note and Mortgage including interest at the rate of 9.75% per annum shall pay on or before the date of sale of the property hereinafter described, to Plaintiff or Plaintiff's attorney the amount of Plaintiff's debt as aforesaid, including with the costs and disbursements of this action.

29. On default of payment at or before the time of the sale of the property, the

mortgaged property described hereinafter shall be sold by the below signed Master in Equity or Special Referee or other court-appointed or designated agent or auctioneer at public auction at the Williamsburg County Courthouse, in the City of Kingstree, and State of South Carolina on a sales day determined by the below signed Master in Equity or Special Referee, on the following terms:

a. For cash or its equivalent: An immediate deposit of 5% is required on the amount of the bid. The deposit will be applied to the purchase price when total compliance is made. In the event compliance is not made, the deposit shall be forfeited without further hearing and applied first to costs and expense of the action and then to plaintiff's debt. Should the successful bidder at the regularly conducted sale fail or refuse either to make the required deposit at time of bid or to comply with the other terms of the bid within 20 days, then the property may be re-sold on the same terms and conditions on the same or some subsequent sales day and at the risk of the defaulting bidder.

b. Interest on the balance of the bid after the deposit is applied shall be paid through the day of compliance at the note rate of 9.75%.

c. The sale shall be subject to taxes and assessments, existing easements and restrictions, and any other senior encumbrances.

d. Purchaser shall pay for any statutory commission on sale from the proceeds of the final bid amount.

e. Purchaser to pay for deed preparation, costs of recording the deed, and transfer taxes on the deed.

f. Purchaser shall be entitled to possession of the premises only after Purchaser fully complies with the bid amount and a deed is issued by the Special Referee or Special Referee.

30. A personal or deficiency judgment having been waived, the bidding will not remain open after the date of sale and compliance with the bid may be made immediately.

31. Plaintiff may waive any of its rights, including its right to a deficiency judgment in accordance with Rule 71, of the South Carolina Rules of Civil Procedure, prior to sale.

32. The Special Referee will give notice of the time and place of the sale by advertisement according to law and the terms thereof by advertisement according to law and will execute to the Purchaser a deed to the property sold. Plaintiff or any other party to this action may become a purchaser at such sale. If, upon such sale being made, the Purchaser should fail to comply with the terms thereof within 20 days after date of sale, then the Special Referee may advertise the said premises for sale on the next or some other subsequent sales day at the risk of the highest bidder and so from time to time thereafter until a full compliance shall be secured.

33. In the event an agent of Plaintiff does not appear at the time of sale, the within property shall be withdrawn from sale and sold at the next available sales date upon the same terms and conditions as set forth in this Judgment of Foreclosure and Sale or such terms as may be set forth in a supplemental order.

34. If Plaintiff is the successful bidder at the said sale for a sum not exceeding the amount of costs and expenses of the sale, plus the indebtedness of Plaintiff in full, Plaintiff may pay to the Special Referee only the amount of the costs and expenses crediting the balance of the bid on Plaintiff's indebtedness.

35. The Special Referee will apply the proceeds of the sale as follows:

FIRST: To the payment of the permitted costs, charges, and expenses of this action, including any Guardian ad Litem fee, Servicemember Civil Relief Act attorney fee, or any other attorney's awarded under this or any other Order of this Court;

NEXT: To the payment to Plaintiff or Plaintiff's attorney of the amount of Plaintiff's debt and interest or so much thereof as the purchase money will pay on the same; and the Plaintiff's attorney shall receive and disburse such funds only in absolute compliance with Plaintiff's principal, interest allowable advances, and related calculations of this Court, including the Court's award for attorney fees, court permitted charges and taxable costs pursuant to Rules 54 and 71 of the South Carolina Rules of Civil Procedure and the terms of the Note and Mortgage;

NEXT: Any surplus will be held pending further Order of the Court as provided for in the South Carolina Rules of Civil Procedure, particularly Rule 71(c) of the South Carolina Rules of Civil Procedure.

36. In the event the successful bidder is someone other than the Defendant(s) in possession of the subject property, the Sheriff of Williamsburg County is ordered and directed to eject and remove from the property the occupant(s) of the property sold, together with all personal property located thereon, and put the successful bidder or his assigns in full, quiet, and peaceable possession of said property without delay, and to keep said successful bidder or his assigns in such peaceable possession.

37. In the event the successful bidder is other than the Defendant(s) in possession of the subject property and the occupants have voluntarily vacated the property or have been ejected from the property leaving furnishings, fixtures and items not subject to Plaintiff's Mortgage in said property, the Purchaser is authorized to remove from the property all furnishings, fixtures and items not subject to the lien of Plaintiff's Mortgage. The personal property, being deemed abandoned, shall be removed by the Purchaser or its agents from the subject property by placing said personal property on the public street or highway or by any other means.

38. The Defendant(s) named herein, and all persons whosoever claiming under Defendant(s), is forever barred and foreclosed of all right, title, interest, equity of redemption or lien in the said mortgaged property so sold, or any part thereof.

39. In accordance with Rule 77(d), of the South Carolina Rules of Civil Procedure, the Clerk of Court shall serve a notice of entry of this Judgment of Foreclosure upon all parties not in default for failure to appear in this action.

40. The deed of conveyance made pursuant to the foreclosure sale shall contain the names of only the first-named Plaintiff and the first-named Defendant(s), and the Defendant(s) who was/were the titleholder(s) of the mortgaged property at the time of the filing of the notice of pendency of the within action, and the name of the grantee. The Register of Deeds/Clerk of Court is authorized to omit from the indices pertaining to such conveyance the names of all parties not contained in said deed.

41. The undersigned will retain jurisdiction to do all necessary acts incident to this foreclosure including, but not limited to, the issuance of a Writ of Assistance.

42. The following is a description of the property herein ordered to be sold:

All that certain piece, parcel or lot of land lying, with improvements thereon, being situate in Mingo Township, County of Williamsburg, State of South Carolina, containing one and one thousandths (1.001) acres, more or less, and being shown on a plat of two parcels of land prepared by J.B. Ellis, Jr., R.L.S. on May 11, 1998 and recorded in the Office of the Clerk of Court for Williamsburg County in Plat Book 46 at page 121, and being bounded on the northwest by lot of Janet T. Smith, being the lot below described, measuring thereon Two Hundred Sixteen and 86/100ths (216.86') feet; on the northeast by lands of Haskell B. Benton, measuring thereon Seventy Five and 32/100ths (75.32') feet, and by lands of James R. Fulton, measuring thereon One Hundred Twenty Five and 62/100ths (125.62') feet; on the southeast by South Carolina Highway #41, measuring thereon Two Hundred Sixteen and 31/100ths (216.31') feet; and, on the southwest by lot of Janet T. Smith, being the lot below described, and measuring thereon Two Hundred Two and 49/100ths (202.49') feet; all of which will more fully and in detail appear by reference to the plat hereinabove referred to.

This being a portion of the same property conveyed to Janet M. Smith by deed of Charles L. Mobley, dated May 29, 1998 and recorded June 1, 1998 in Book A409 at Page 268.

Property Address: 5301 County Line Road
Andrews, SC 29510

TMS# 45-435-009

G. Wells Dickson, Jr.
G. Wells Dickson, Jr.

Special Referee

April 8, 2015
Kingstree, South Carolina

STATE OF SOUTH CAROLINA
COUNTY OF WILLIAMSBURG

IN THE COURT OF COMMON PLEAS
CASE NO. 2014-CP-45-00445

The Bank of New York Mellon, f/k/a The
Bank of New York, as trustee for the
certificateholders of the CWABS, Inc.,
Asset-Backed Certificates, Series 2005-16

Plaintiff,

-vs-

Janet M. Smith,

Defendant(s)

ORDER SETTING ASIDE
JUDGMENT OF
FORECLOSURE AS TO THE
THIRD CAUSE OF ACTION
ONLY AND SALE

2019-5-17 10:01

It further appears that a Judgment of Foreclosure and Sale was entered on April 8, 2015. Subsequently, Plaintiff determined that it no longer wishes to pursue the Third Cause of Action for foreclosure and sale. Therefore, Plaintiff wishes to vacate the Judgment of Foreclosure and Sale as to the Third Cause of Action *ONLY*, leaving the Judgment on the First and Second Causes of Action active and enforceable and in full force and effect. Now therefore, on motion of Crawford & von Keller, LLC, Attorneys for the Plaintiff, it is

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the First and Second Causes of Action remains in full force and effect and the Order of Judgment of Foreclosure and Sale set forth in the Third Cause of Action *ONLY* is vacated, and

AND IT IS SO ORDERED.

G. Wells Dickson, Jr.
G. Wells Dickson, Jr.
Williamsburg County Special Referee

November 21, 2018

I SO MOVE:

B. B. 1/3
B. Lindsay Crawford, III (SC Bar# 6510)
Theodore von Keller (SC Bar# 5718)
Sara C. Hutchins (SC Bar# 72879)
B. Lindsay Crawford, IV (SC Bar# 101707)

STATE OF SOUTH CAROLINA
COUNTY OF WILLIAMSBURG

The Bank of New York Mellon, f/k/a
The Bank of New York, as trustee for
the certificateholders of the CWABS,
Inc., Asset-Backed Certificates, Series
2005-16

Plaintiff,

-vs-

Janet M. Smith,

Defendant(s).

IN THE COURT OF COMMON PLEAS

CASE NO. 2018-CP-45-00472

**PLAINTIFF'S MOTION AND ORDER FOR
REFERENCE**

IT APPEARING, pursuant to Rule 53(b) of the *South Carolina Rules of Civil*

Procedure, that the above entitled action for foreclosure of a mortgage on real property situated in Williamsburg County, South Carolina, is a proper matter to refer to the Special Referee for Williamsburg County, by order of a Circuit Court Judge or the Clerk of Court, with authority to enter a final judgment in the case;

NOW, upon the motion of the attorneys for the Plaintiff,

ORDERED that the above entitled action be, and the same hereby is, referred to The Honorable G. Wells Dickson, Jr., Special Referee for Williamsburg County, to make findings of fact and conclusions of law; dispose of any and all issues and enter a final judgment in the case; order a judicial sale on any day, not just the regular judicial sale day; hear and dispose of any issues after sale or judgment, including, but not limited to, issuance of a Writ of Assistance and any issues involving appraisal under Code Section 29-3-680, et seq.

Any appeal from the decision of the Special Referee shall be directly to the South Carolina Supreme Court or Court of Appeals.

I SO MOVE:

____s/B. Lindsay Crawford, III____
B. Lindsay Crawford, III (SC Bar# 6510)
Theodore von Keller (SC Bar# 5718)
Sara C. Hutchins (SC Bar# 72879)
B. Lindsay Crawford, IV (SC Bar# 101707)
Email: court@crawfordvk.com
Attorneys for Plaintiff

SIGNATURE PAGE TO FOLLOW

ELECTRONICALLY FILED - 2019 Apr 18 7:26 AM - GEORGETOWN - COMMON PLEAS - CASE#2016CP2200334
ELECTRONICALLY FILED - 2019 Feb 19 4:17 PM - WILLIAMSBURG - COMMON PLEAS - CASE#2018CP4500472



Williamsburg Common Pleas

Case Caption: The Bank Of New York Mellon, F/K/A The Bank Of New York, As ,
plaintiff, et al VS Janet M Smith
Case Number: 2018CP4500472
Type: Order/Referred to Master or Special Referee

So Ordered

s/Sharon W. Staggers, Williamsburg County Clerk
of Court

Electronically signed on 2019-02-19 16:16:48 page 3 of 3

ELECTRONICALLY FILED - 2019 Apr 18 7:26 AM - GEORGETOWN - COMMON PLEAS - CASE#2016CP2200334
ELECTRONICALLY FILED - 2019 Feb 19 4:17 PM - WILLIAMSBURG - COMMON PLEAS - CASE#2018CP4500472

McKenzie Appraisal Service
13 North Parr Avenue
Andrews, SC 29510
843-264-8849

INVOICE	09-27-05	05MM427
	DATE	NUMBER

Lender or Client: Countrywide/FSL
Simi Valley, CA

Attention: ChaChi

Item	Total
APPRAISAL FEE FOR SERVICES RENDERED	\$ 400.00
PAID BY BORROWER	-400.00

Borrower: Smith, Janet
5301 County Line Road
Andrews, SC 29510

Please detach and include the bottom portion with your payment. Thank You!

Total

Inv. Date	Insp. Date	Appraiser	Client Case #	File #	Client Phone #
09-27-05	09-22-05	LaManda V. McKenzie		05MM427	
FROM:		PROPERTY:		Amount Due	
Countrywide/FSL Simi Valley, CA		Borrower: Smith, Janet 5301 County Line Road Andrews, SC 29510		\$ _____	
TO:				Amount Enclosed	
Attention:				\$ _____	
McKenzie Appraisal Service 13 North Parr Avenue Andrews, SC 29510					
Balance Due upon receipt of Invoice. Please return this portion with your payment. Thank You! McKenzie Appraisal Service					

ELECTRONICALLY FILED - 2019 Apr 18 7:26 AM - GEORGETOWN - COMMON PLEAS - CASE#2016CP2200334

Complete Appraisal Analysis - Summary Appraisal Report

UNIFORM RESIDENTIAL APPRAISAL REPORT

File No. 05MM427

Property Description		Property Address 5301 County Line Road		City Andrews		State SC		Zip Code 29510																																																																																					
Legal Description State Hwy 41		County Williamsburg		Tax Year 2005		R.E. Taxes \$ 491.13		Special Assessments \$ None																																																																																					
Assessor's Parcel No. 45-435-009		Current Owner Smith, Janet		Occupant: ☒ Owner ☐ Tenant ☐ Vacant ☐		Property Rights appraised ☒ For Sale ☐ Leasehold ☐ Project Type PUD ☐ Condominium (HUD/VA only) ☐ HOA \$ N/A ☐ M/o. N/A		Map Reference Assessor's Maps																																																																																					
Neighborhood or Project Name Rural Andrews		Map Reference Assessor's Maps		Concessions Tract 9802		Sale Price \$ Refinance		Date of Sale 09/21/05																																																																																					
Lender/Client Countrywide/FSL		Address Sini Valley, CA		Description and \$ amount of loan charges/concessions to be paid by seller N/A		Appraiser Tiffany E. Pierce		Address 13 North Parr Avenue, Andrews, SC 29510																																																																																					
Location ☐ Urban ☐ Suburban ☒ Rural		Predominant occupancy ☒ Owner 90 ☐ Tenant 5 ☐ Vacant (0-6%) ☐ Vacant (over 6%) 140		Single family housing ☒ One Family 85 ☐ 2-4 fam ☐ Multi-family ☐ Commercial ☐ Other 10		Present land use % ☒ Not Likely ☐ In process ☐ Likely		Land use change ☐ In process ☐ Likely																																																																																					
Built up ☐ Over 75% ☒ 26-75% ☐ Under 25%		Growth rate ☒ Rapid ☐ Stable ☐ Declining		Property values ☐ Increasing ☒ Stable ☐ Decreasing		Demand/supply ☐ Shortage ☒ In balance ☐ Over supply		Marketing time ☐ Under 3 mos. ☒ 3-6 mos. ☐ Over 6 mos.																																																																																					
Note: Race and the racial composition of the neighborhood are not appraisal factors. Neighborhood boundaries and characteristics: Rural Andrews includes an area within a ten mile radius of the town of Andrews at the Williamsburg County line. It encompasses part of two counties. Factors that affect the marketability of the properties in the neighborhood (proximity to employment and amenities, employment stability, appeal to market, etc.): The Subject is located just west of Andrews in Williamsburg County. Schools, churches, shopping and services are in Andrews, Georgetown, or Kingstree the county seat. Employment in the area is offered at several small industries in Andrews, Georgetown and Kingstree. Property in the area is typical of rural neighborhoods, ranging from manufactured to custom-built homes. Market conditions in the subject neighborhood (including support for the above conclusions related to the trend of property values, demand/supply, and marketing time -- such as data on competitive properties for sale in the neighborhood, description of the prevalence of sales and financing concessions, etc.): Market not glutted as inventory remains balanced because of small total supply. Seller concessions are seldom seen in this area. Mortgage money is available at reasonable rates from a variety of sources. Many buyers would not consider the rural setting but those who prefer it are adamant in their selection.																																																																																													
Project Information for PUDs (If applicable) -- Is the developer/builder in control of the Home Owners' Association (HOA)? ☐ Yes ☐ No Approximate total number of units in the subject project _____ Approximate total number of units for sale in the subject project _____ Describe common elements and recreational facilities: Subject is not located in a PUD. Dimensions *** See Additional Comments *** Site area +/- 1 Acre Corner Lot ☐ Yes ☒ No Specific zoning classification and description No Zoning Zoning compliance ☐ Legal ☐ Legal nonconforming (Grandfathered use) ☐ Illegal ☒ No zoning Highest & best use or improved: ☐ Present use ☐ Other use (explain) Utilities Public ☒ Other ☐ Off-site improvements Type Public ☒ Private ☐ Electricity ☒ Gas ☐ Water ☐ Private Well ☐ Sanitary sewer ☐ Septic ☐ Storm sewer ☐ Street Asphalt ☒ Street ☐ Curbs/Gutter ☐ Sidewalk ☐ Street lights ☐ Alley ☐ Topography Level Size Average +/- 1 Acre Shape Rectangular Drainage Appears Adequate View Avg/Rd N'brhd Landscaping Typical for Neighborhood Driveway Surface Unpaved Apparent easements Typical Utility FEMA Special Flood Hazard Area ☐ Yes ☒ No FEMA Zone Zone X Map Date 02/06/91 FEMA Map No. 450187 0275B Comments (apparent adverse easements, encroachments, special assessments, slide areas, illegal or legal nonconforming zoning use, etc.): *** See ***																																																																																													
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Additional features (special energy efficient items, etc.): The subject has an attached single car carport, fireplaces, enclosed porch, patio, detached storage, appliances, and ceiling fans. Condition of the improvements, depreciation (physical, functional, and external), repairs needed, quality of construction, remodeling/additions, etc.: The subject is in average condition overall. An estimate was made of 17.1% accrued physical depreciation using the Economic Age-Life Method. 5% External Dep charged for rural location, shared by all Comps. No functional depreciation was noted. Adverse environmental conditions (such as, but not limited to, hazardous wastes, toxic substances, etc.) present in the improvements, on the site, or in the immediate vicinity of the subject property: If the subject property was built prior to 1978, the dwelling may contain lead based paint.																																																																																													

Complete Appraisal Analysis - Summary Appraisal Report

UNIFORM RESIDENTIAL APPRAISAL REPORT

File No. 05MM427

Valuation Section		ESTIMATED SITE VALUE = \$ 8,000		Comments on Cost Approach (such as, source of cost estimate, site value, square foot calculation and for HUD, VA and FmHA, the estimated remaining economic life of the property): <u>Site value is based on a review of recent land sales in the area. Cost is obtained from Marshall & Swift, a nationally recognized cost publication to which this company subscribes. See the attached exterior sketch for building dimensions. **Please note that size dimensions of subject improvements and site are approximate.</u>	
ESTIMATED REPRODUCTION COST-NEW OF IMPROVEMENTS:					
Dwelling	1,169 Sq. Ft. @ \$ 65.00 =	75,985			
Plat/Pch	1,068 Sq. Ft. @ \$ 12.00 =	12,816			
Chans, Appliances, Child, Storage		2,100			
Garage/Carport	301 Sq. Ft. @ \$ 14.00 =	4,214			
Total Estimated Cost New		95,115			
Less	17.1 Physical Functional 5.0 External	3,943			
Depreciation	16,265	= \$ 20,208			
Depreciated Value of Improvements		= \$ 74,907			
As-Is Value of Site Improvements		= \$ 5,000			
INDICATED VALUE BY COST APPROACH	87,907	= \$ 87,907			

ITEM	SUBJECT	COMPARABLE NO. 1	COMPARABLE NO. 2	COMPARABLE NO. 3
Address	5301 County Line Road	109 US Hwy 521 Andrews	11 West Wistoria Hemingway	12471 Carvers Bay Georgetown
Proximity to Subject		4 Miles Southeast	11 Miles Northeast	6 Miles Northeast
Sales Price	\$ Refinance	\$ 77,000	\$ 76,500	\$ 80,634
Price/Gross Liv. Area	\$ N/A	\$ 58.03	\$ 57.95	\$ 52.91
Date and/or Verification Source	Own/Inspection Public Records	Appraisal/Inspection Public Records	Exterior Inspection Public Records	Exterior Inspection Public Records
VALUE ADJUSTMENTS	DESCRIPTION	+ (-) \$ Adjustment	DESCRIPTION	+ (-) \$ Adjustment
Sales or Financing Concessions	Conventional		Conventional	
Date of Sale/Time	None Known		None Known	
Location	11/16/2004		09/06/2005	
Leasehold/Fee Simple	Avg/Rural		Avg/Rural	
Site	Fee Simple		Fee Simple	
View	Avg/+/- 1 Acre	+3,000	Ql/1 Lot	Avg/+/- .81 Acre
Design and Appeal	Avg/Rrl N'brhd		Avg/Rrl N'brhd	
Quality of Construction	Avg/Ranch		Avg/Ranch	
Age	Avg/Frame & BV		Avg/BV	
Condition	A55/E12	-2,900	A27/B8	-2,700
Room Count	Average		Average	
Gross Living Area	Total: Bdrms: Baths: 6: 3: 1 1/2	+2,500	Total: Bdrms: Baths: 6: 3: 1 1/2	+2,500
Basement & Finished Rooms Below Grade	1,169 Sq. Ft.	-3,950	1,320 Sq. Ft.	-3,775
Functional Utility	None		None	
Heating/Cooling	Average		Average	
Energy Efficient Items	Space Ht/Wnd Unit	-2,500	Central	-2,500
Garage/Carport	Typical Age		Typical Age	
Porch, Patio, Deck, Fireplace(s), etc.	Single Carport		On Site	+3,000
Fence, Pool, etc.	Enclosed/Patio	+4,500	Porch/Patio	+4,500
	Fireplace	+2,500	None	+2,500
	Outbuilding		Outbuilding	+800
	Avg Appliances		Avg Appliances	
Net Adj. (total)	Net 4.1%	80,150	Net 1.3%	77,525
Adjusted Sales Price of Comparable	Gross 28.4%		Gross 24.8%	
	Net 3.0%		Net 3.0%	83,059

Comments on Sales Comparison (including the subject property's comparability to the neighborhood, etc.): *** See Additional Comments ***

ITEM	SUBJECT	COMPARABLE NO. 1	COMPARABLE NO. 2	COMPARABLE NO. 3
Date, Price and Date Source, for prior sales within year of appraisal	No previous sales during past 3 yrs. during past year. Public Records	No previous sales during past year. Public Records	No previous sales during past year. Public Records	No previous sales during past year. Public Records
Analysis of any current agreement of sale, option, or listing of the subject property and analysis of any prior sales of subject and comparables within one year of the date of appraisal: My research does not indicate that the subject has been offered for sale or transferred ownership during past three years. Any previous sales of the comparable properties took place over one year ago.				
INDICATED VALUE BY SALES COMPARISON APPROACH \$ 80,000				
INDICATED VALUE BY INCOME APPROACH (If Applicable) Estimated Market Rent \$ N/A Ratio, x Gross Rent Multiplier N/A = \$ N/A				
This appraisal is made ☒ "as is" subject to the repairs, alterations, inspections or conditions listed below ☐ subject to completion per plans and specifications.				
Conditions of Appraisal: The "APPRAISERS CERTIFICATION" AND "2005 USPAP COMPLIANCE ADDENDUM" are a part of this report and should be read fully to understand the report.				
Final Reconciliation: Comps equally weighted in the Market Approach which is emphasized. Cost Approach supports this estimate. Income Approach N/A in this owner-occupied, single family segment of the market.				
The purpose of this appraisal is to estimate the market value of the real property that is the subject of this report, based on the above conditions and the certification, contingent and limiting conditions, and market value definition that are stated in the attached Freddie Mac Form 438/Fannie Mae Form 1004B (Revised 6-93).				
I (WE) ESTIMATE THE MARKET VALUE, AS DEFINED, OF THE REAL PROPERTY THAT IS THE SUBJECT OF THIS REPORT, AS OF September 22, 2005 (WHICH IS THE DATE OF INSPECTION AND THE EFFECTIVE DATE OF THIS REPORT) TO BE \$ 80,000				
APPRAISER:	SUPERVISORY APPRAISER (ONLY IF REQUIRED):			
Signature: <i>Tiffany E. Pierce</i>	Signature: <i>Lamanda V. McKenzie</i>			
Name: Tiffany E. Pierce	Name: Lamanda V. McKenzie			
Date Report Signed: September 27, 2005	Date Report Signed: September 27, 2005			
State Certification #	State Certification #			
Or State License # AA4696	Or State License # L2997			

File No. 05MM427

ADDITIONAL COMMENTS

Borrower or Owner	Smith, Janet		
Property Address	5301 County Line Road		
City	Andrews	County	Williamsburg
		State	SC
Lender or Client	Countrywide/FSL	Zip Code	29510

SITE

Site size was obtained from County Assessor's Records. No formal survey on hand. Private septic and private wells are typical in the area and do not adversely affect values. Site appears to be level and well drained.

COMMENTS ON SALES COMPARISON

Comps are deemed best, most recent and proximate available given present market pace; alternatives suggested and discarded were even more distant, dated or dissimilar. Please be advised that Andrews is a relatively small community with a smaller market than large Cities will have. This situation is exaggerated when moving into the rural portions of the City where Subject is located. Because of the low density of housing in this area, Comps are frequently utilized which are more distant or dated than is typically the case and which may exceed guidelines for gross and net adjustment totals offered by the secondary mortgage market.

In this appraisal all Comps are timely sales having transpired within the past one year. Though at some distance from the Subject, they are all located in similar rural communities, market appeal considered equal. Adjustment totals in several cases exceed gross adjustment guidelines as noted above. The overages are attributable in large part to a series of adjustments required at the bottom of the market grid. These adjustments represent the appraiser's attempt to isolate and compensate for significantly dissimilar features. Adjustments for dissimilar features or conditions approximate market reactions and are not necessarily based on cost. GLA adjustments are made at \$25/SF, typical for this area and quality of construction. An across the board adjustment is made for Subject's lack of central HVAC unit.

Additional Comment on Site: The septic tank system that services the subject property is typical for the area and has no apparent adverse effect on value or marketability. The appraiser noted no evidence of erosion, stain, excessive green growth, standing water, odors, etc., attributable to the septic tank system. The Subject site utilizes a well for its source of potable water. Wells are common in the Subject neighborhood, in the absence of a public water supply and are readily accepted by the marketplace.

File No. 05MM427

DEFINITION OF MARKET VALUE: The most probable price which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller, each acting prudently, knowledgeably and assuming the price is not affected by undue stimulus, implicit in this definition is the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby: (1) buyer and seller are typically motivated; (2) both parties are well informed or well advised, and each acting in what he considers his own best interest; (3) a reasonable time is allowed for exposure in the open market; (4) payment is made in terms of cash in U.S. dollars or in terms of financial arrangements comparable thereto; and (5) the price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions* granted by anyone associated with the sale.

*Adjustments to the comparables must be made for special or creative financing or sales concessions. No adjustments are necessary for those costs which are normally paid by sellers as a result of tradition or law in a market area; these costs are readily identifiable since the seller pays these costs in virtually all sales transactions. Special or creative financing adjustments can be made to the comparable property by comparisons to financing terms offered by a third party institutional lender that is not already involved in the property or transaction. Any adjustment should not be calculated on a mechanical dollar for dollar cost of the financing or concessions but the dollar amount of any adjustment should approximate the market's reaction to the financing or concessions based on the appraiser's judgment.

STATEMENT OF LIMITING CONDITIONS AND APPRAISER'S CERTIFICATION

CONTINGENT AND LIMITING CONDITIONS: The appraiser's certification that appears in the appraisal report is subject to the following conditions:

1. The appraiser will not be responsible for matters of a legal nature that affect either the property being appraised or the title to it. The appraiser assumes that the title is good and marketable and, therefore, will not render any opinions about the title. The property is appraised on the basis of it being under reasonable ownership.
2. The appraiser has provided a sketch in the appraisal report to show approximate dimensions of the improvements and the sketch is included only to assist the reader of the report in visualizing the property and understanding the appraiser's determination of its size.
3. The appraiser has examined the available flood maps that are provided by the Federal Emergency Management Agency (or other data sources) and has noted in the appraisal report whether the subject site is located in an identified Special Flood Hazard Area. Because the appraiser is not a surveyor, he or she makes no guarantees, express or implied, regarding this determination.
4. The appraiser will not give testimony or appear in court because he or she made an appraisal of the property in question, unless specific arrangements to do so have been made beforehand.
5. The appraiser has estimated the value of the land in the cost approach at its highest and best use and the improvements at their contributory value. The separate valuations of the land and improvements must not be used in conjunction with any other appraisal and are invalid if they are so used.
6. The appraiser has noted in the appraisal report any adverse conditions (such as, needed repairs, depreciation, the presence of hazardous wastes, toxic substances, etc.) observed during the inspection of the subject property or that he or she became aware of during the normal research involved in performing the appraisal. Unless otherwise stated in the appraisal report, the appraiser has no knowledge of any hidden or unapparent conditions of the property or adverse environmental conditions (including the presence of hazardous wastes, toxic substances, etc.) that would make the property more or less valuable, and has assumed that there are no such conditions and makes no guarantees or warranties, express or implied, regarding the condition of the property. The appraiser will not be responsible for any such conditions that do exist or for any engineering or testing that might be required to discover whether such conditions exist. Because the appraiser is not an expert in the field of environmental hazards, the appraisal report must not be considered as an environmental assessment of the property.
7. The appraiser obtained the information, estimates, and opinions that were expressed in the appraisal report from sources that he or she considers to be reliable and believes them to be true and correct. The appraiser does not assume responsibility for the accuracy of such items that were furnished by other parties.
8. The appraiser will not disclose the contents of the appraisal report except as provided for in the Uniform Standards of Professional Appraisal Practice.
9. The appraiser has based his or her appraisal report and valuation conclusion for an appraisal that is subject to satisfactory completion, repairs, or alterations on the assumption that completion of the improvements will be performed in a workmanlike manner.
10. The appraiser must provide his or her prior written consent before the lender/client specified in the appraisal report can distribute the appraisal report (including conclusions about the property value, the appraiser's identity and professional designations, and references to any professional appraisal organizations or the firm with which the appraiser is associated) to anyone other than the borrower; the mortgagee or its successors and assigns; the mortgage insurer; consultants; professional appraisal organizations; any state or federally approved financial institution; or any department, agency, or instrumentality of the United States or any state or the District of Columbia; except that the lender/client may distribute the property description section of the report only to data collection or reporting service(s) without having to obtain the appraiser's prior written consent. The appraiser's written consent and approval must also be obtained before the appraisal can be conveyed by anyone to the public through advertising, public relations, news, sales, or other media.

APPRAISER'S CERTIFICATION: The Appraiser certifies and agrees that:

1. I have researched the subject market area and have selected a minimum of three recent sales of properties most similar and proximate to the subject property for consideration in the sales comparison analysis and have made a dollar adjustment when appropriate to reflect the market reaction to those items of significant variation. If a significant item in a comparable property is superior to, or more favorable than, the subject property, I have made a negative adjustment to reduce the adjusted sales price of the comparable and, if a significant item in a comparable property is inferior to, or less favorable than the subject property, I have made a positive adjustment to increase the adjusted sales price of the comparable.
2. I have taken into consideration the factors that have an impact on value in my development of the estimate of market value in the appraisal report. I have not knowingly withheld any significant information from the appraisal report and I believe, to the best of my knowledge, that all statements and information in the appraisal report are true and correct.
3. I stated in the appraisal report only my own personal, unbiased, and professional analysis, opinions, and conclusions, which are subject only to the contingent and limiting conditions specified in this form.
4. I have no present or prospective interest in the property that is the subject to this report, and I have no present or prospective personal interest or bias with respect to the participants in the transaction. I did not base, either partially or completely, my analysis and/or the estimate of market value in the appraisal report on the race, color, religion, sex, handicap, familial status, or national origin of either the prospective owners or occupants of the subject property or of the present owners or occupants of the properties in the vicinity of the subject property.
5. I have no present or contemplated future interest in the subject property, and neither my current or future employment nor my compensation for performing this appraisal is contingent on the appraised value of the property.
6. I was not required to report a predetermined value or direction in value that favors the cause of the client or any related party; the amount of the value estimate, the attainment of a specific result, or the occurrence of a subsequent event in order to receive my compensation and/or employment for performing the appraisal. I did not base the appraisal report on a requested minimum valuation, a specific valuation, or the need to approve a specific mortgage loan.
7. I performed this appraisal in conformity with the Uniform Standards of Professional Appraisal Practice that were adopted and promulgated by the Appraisal Standards Board of The Appraisal Foundation and that were in place as of the effective date of this appraisal, with the exception of the departure provision of those Standards, which does not apply. I acknowledge that an estimate of a reasonable time for exposure in the open market is a condition in the definition of market value and the estimate I developed is consistent with the marketing time noted in the neighborhood section of this report, unless I have otherwise stated in the reconciliation section.
8. I have personally inspected the interior and exterior areas of the subject property and the exterior of all properties listed as comparables in the appraisal report. I further certify that I have noted any apparent or known adverse conditions in the subject improvements, on the subject site, or on any site within the immediate vicinity of the subject property of which I am aware and have made adjustments for these adverse conditions in my analysis of the property value to the extent that I had market evidence to support them. I have also commented about the effect of the adverse conditions on the marketability of the subject property.
9. I personally prepared all conclusions and opinions about the real estate that were set forth in the appraisal report. If I relied on significant professional assistance from any individual or individuals in the performance of the appraisal or the preparation of the appraisal report, I have named such individual(s) and disclosed the specific tasks performed by them in the reconciliation section of this appraisal report. I certify that any individual so named is qualified to perform the tasks. I have not authorized anyone to make a change to any item in the report; therefore, if an unauthorized change is made to the appraisal report, I will take no responsibility for it.

SUPERVISORY APPRAISER'S CERTIFICATION: If a supervisory appraiser signed the appraisal report, he or she certifies and agrees that: I directly supervise the appraiser who prepared the appraisal report, have reviewed the appraisal report, agree with the statements and conclusions of the appraiser, agree to be bound by the appraiser's certifications numbered 4 through 7 above, and am taking full responsibility for the appraisal and the appraisal report.

ADDRESS OF PROPERTY APPRAISED: 5301 County Line Road, Andrews, SC 29510

APPRAISER:

Signature: Tiffany E. Pierce
 Name: Tiffany E. Pierce
 Date Signed: September 27, 2005
 State Certification #: _____
 or State License #: AA4696
 State: SC
 Expiration Date of Certification or License: 06/30/2006

SUPERVISORY APPRAISER (only if required):

Signature: Lamanda V. McKenzle
 Name: Lamanda V. McKenzle
 Date Signed: September 27, 2005
 State Certification #: _____
 or State License #: L2997
 State: SC
 Expiration Date of Certification or License: 06/30/2006
☒ Did ☐ Did Not Inspect Property

File No. 05MM427				
2005 USPAP COMPLIANCE ADDENDUM				
Borrower or Owner <u>Smith, Janet</u>				
Property Address <u>5301 County Line Road</u>				
City <u>Andrews</u>	County <u>Williamsburg</u>	State <u>SC</u>	Zip Code <u>29510</u>	
Lender or Client <u>Countrywide/FSL</u>				
APPRAISER'S CERTIFICATION: The following Certification statements are in addition to and may supercede the signed Appraiser's Certification attached to this appraisal report. This Appraiser's Certification is compliant with the current edition of the Uniform Standards of Professional Appraisal Practice. I certify that, to the best of my knowledge and belief: The statements of fact contained in this report are true and correct. The reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions and are my personal, impartial, and unbiased professional analyses, opinions, and conclusions. I have no present or prospective interest in the property that is the subject of this report and no personal interest with respect to the parties involved. I have no bias with respect to the property that is the subject of this report or to the parties involved with this assignment. My engagement in this assignment was not contingent upon developing or reporting predetermined results. My compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal. My analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the Uniform Standards of Professional Appraisal Practice. I have (or have not) made a personal inspection of the property that is the subject of this report. (If more than one person signs this certification, the certification must clearly specify which individuals did and which individuals did not make a personal inspection of the appraised property.) No one provided significant real property appraisal assistance to the person signing this certification. (If there are exceptions, the name of each individual providing significant real property appraisal assistance must be stated.) PURPOSE, INTENDED USE, AND INTENDED USER OF THE APPRAISAL: The purpose of the appraisal is to estimate the market value of the subject property, as defined in this report, as of the effective date of this report. The intended use of the appraisal is to assist the client and any other intended users in the underwriting, approval, and funding of the mortgage loan. The intended users of this report are the stated client and any other institutions involved in the underwriting, approval, and funding of the mortgage loan. No one else, including the purchaser and seller, should rely on the estimate of value or any other conclusions contained in this appraisal report. ANALYSIS AND REPORT FORM: The appraisal is based on the information gathered by the appraiser from public records, other identified sources, inspection of the subject property and neighborhood, and selection of comparable sales, listings, and/or rentals within the subject market area. The original source of the comparable data described in the Data Source section of the market grid along with the source of confirmation is provided, where available. The original source is presented first. The sources and data are considered reliable. When conflicting information was provided, the source deemed most reliable has been used. Data believed to be unreliable was not included in the report or used as a basis for the value conclusion. The extent of the analysis to this assignment is stated in the Appraiser's Certification included above and attached to this report.				
McKenzie Appraisal Service				

File No. 05MM427

2005 USPAP COMPLIANCE ADDENDUM

Borrower or Owner Smith, Janet
 Property Address 5301 County Line Road
 City Andrews County Williamsburg State SC Zip Code 29510
 Lender or Client Countrywide/FSL

DEFINITION OF INSPECTION:

The term "Inspection", as used in this report, is not the same level of inspection that is required for a "Professional Home Inspection". The appraiser does not fully inspect the electrical system, plumbing system, mechanical systems, foundation system, floor structure, or subfloor. The appraiser is not an expert in construction materials and the purpose of the appraisal is to make an economic evaluation of the subject property. If the client needs a more detailed inspection of the property, a home inspection, by a Professional Home Inspector, is suggested.

DIGITAL SIGNATURES:

The signature(s) affixed to this report, and certification, were applied by the original appraiser(s) or supervisory appraiser and represent their acknowledgements of the facts, opinions and conclusions found in the report. Each appraiser(s) applied his or her signature electronically using a password encrypted method. Hence these signatures have more safeguards and carry the same validity as the individual's hand applied signature. If the report has a hand-applied signature, this comment does not apply.

OPINION OF MARKET VALUE VS ESTIMATE OF MARKET VALUE:

The current Uniform Standards of Professional Practice defines the market value conclusion as an opinion of market value and not an estimate of market value.

THREE YEAR SALES HISTORY FOR THE SUBJECT PROPERTY:

The appraiser has complied with Standards Rule 1-5b and 2-2b(ix) requiring the appraiser to analyze and report all sales of the subject property that occurred within the three (3) years prior to the effective date of the appraisal. If this information was available to the appraiser(s), it is reported in the Subject column of Sales Comparison Analysis section of the appraisal report.

EXPOSURE PERIOD

By studying the sales of similar comparable residential properties with value ranges as identified in the Neighborhood section of this report and discussions with individuals knowledgeable of current neighborhood trends in the subject area, the appraiser feels that the exposure time for the subject property is equal to the indicated Marketing Time identified in the Neighborhood section of this appraisal report.

APPRAISER:

Signature: Tiffany E. Pierce
 Name: Tiffany E. Pierce
 Date Signed: September 27, 2005
 State Certification #: _____
 or State License #: AA4696
 State: SC
 Expiration Date of Certification or License: 06/30/2006

SUPERVISORY APPRAISER (ONLY IF REQUIRED):

Signature: Lamanda V. McKenzie
 Name: Lamanda V. McKenzie
 Date Signed: September 27, 2005
 State Certification #: _____
 or State License #: L2997
 State: SC
 Expiration Date of Certification or License: 06/30/2006

☒ Did ☐ Did Not Inspect Property

McKenzie Appraisal Service

File No. 05MM427

PHOTOGRAPH ADDENDUM

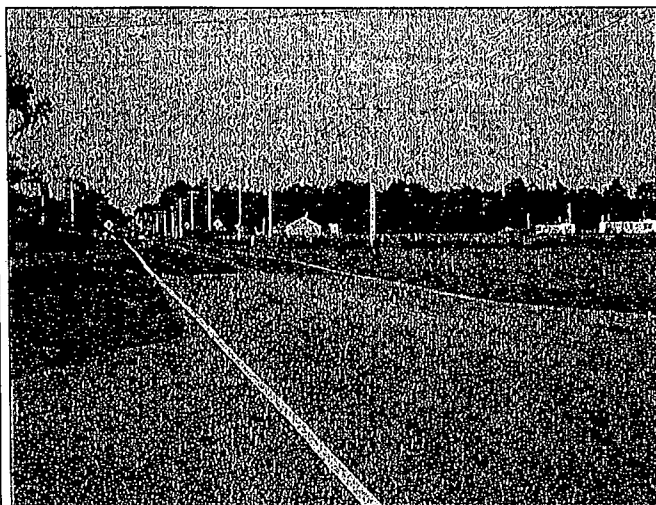
Borrower or Owner Smith, Janet
Property Address 5301 County Line Road
City Andrews County Williamsburg State SC Zip Code 29510
Lender or Client Countrywide/FSL



FRONT VIEW OF
SUBJECT PROPERTY



REAR VIEW OF
SUBJECT PROPERTY



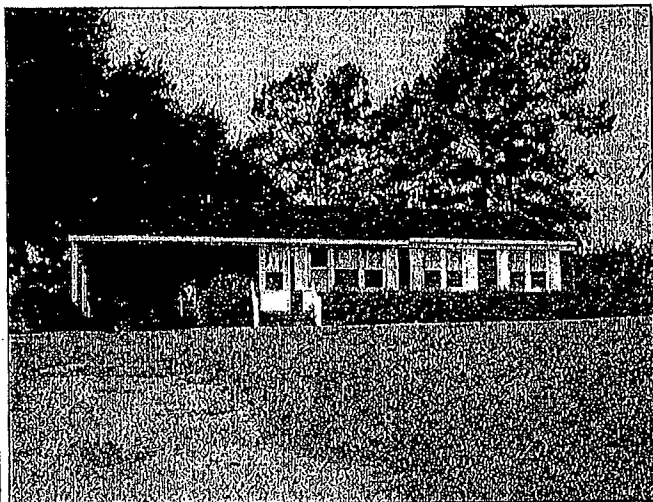
STREET SCENE OF
SUBJECT PROPERTY

McKenzie Appraisal Service

File No. 05MM427

PHOTOGRAPH ADDENDUM

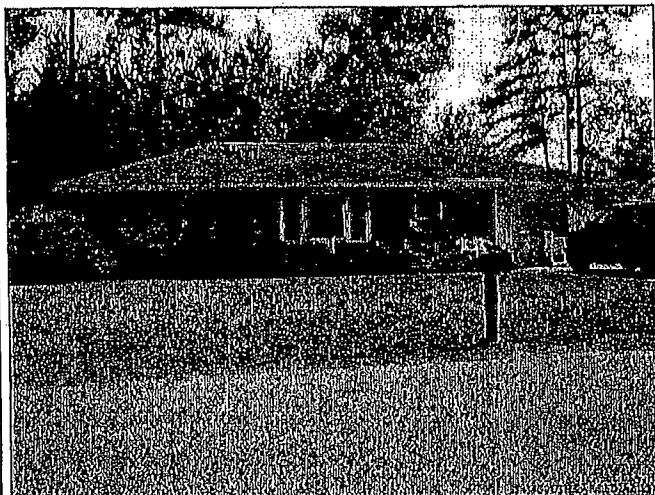
Borrower or Owner Smith, Janet
 Property Address 5301 County Line Road
 City Andrews County Williamsburg State SC Zip Code 29510
 Lender or Client Countrywide/FSL



COMPARABLE #1

109 US Hwy 521
 Andrews

Price	\$77,000
Price/SF	58.03
Date	11/16/2004
Age	A41/E8
Room Count	6-3-1f
Living Area	1,327
Value Indication	\$80,150



COMPARABLE #2

11 West Wisteria
 Hemingway

Price	\$76,500
Price/SF	57.95
Date	09/06/2005
Age	A27/E8
Room Count	6-3-1f1h
Living Area	1,320
Value Indication	\$77,525



COMPARABLE #3

12471 Carvera Bay
 Georgetown

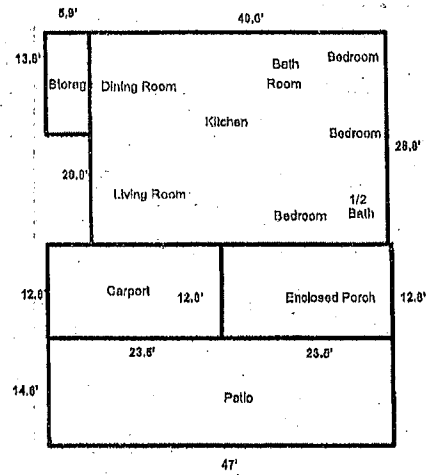
Price	\$80,634
Price/SF	52.91
Date	11/05/2004
Age	A50+/-/E12
Room Count	5-3-1f
Living Area	1,524
Value Indication	\$83,059

McKenzie Appraisal Service

File No. 05MM427

SKETCH ADDENDUM

Borrower or Owner Smith, Janet
 Property Address 5301 County Line Road
 City Andrews County Williamsburg State SC Zip Code 29510
 Lender or Client Countrywide/FSL



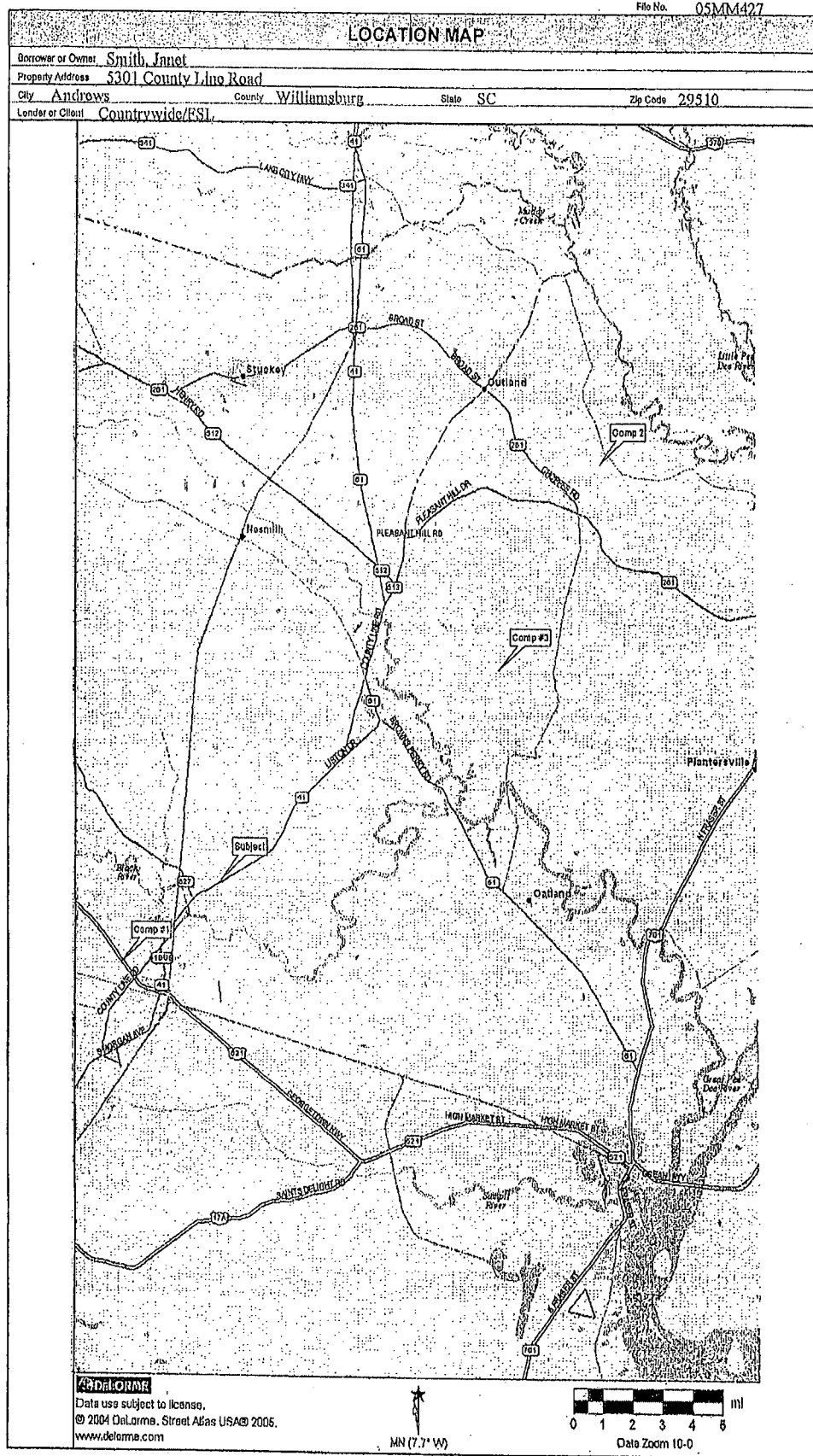
SUMMARY SQ. FT. AREA PERIMETER AREA CALCULATION DETAILS

Living Area			First Floor	
First Floor	1100	139	40.0' X 20.0' =	1100.2
Porch/Patio				
Enclosed Porch	301	73		
Patio	600	123		
Garage/Carport				
Carport	301	73		
Storage				
Storage	81	39		

McKenzle Appraisal Service

REAL EASY SOFTWARE 1-800-647-2323

McKenzle Appraisal Service



McKenzie Appraisal Service

(Printed on 10/17/2003 @ 11:11)

US Department of Housing and Urban Development

CR2076 11/07/03

SETTLEMENT STATEMENT (Transactions Without S

File Number: 05/5722		Loan Number: 114423582		Mortgage Ins. Case #/	
NAME AND ADDRESS OF BORROWER: JANET M. SMITH 3301 COUNTY LINE RD ANDREWS, SC 29510					
NAME AND ADDRESS OF LENDER: COUNTRYWIDE HOME LOANS 2455 TAPO CANYON RD SIMI VALLEY, CA 91063					
PROPERTY LOCATION: 3301 COUNTY LINE RD ANDREWS, SC 29510					
SETTLEMENT AGENT: National Real Estate Information Services, Inc. LP Contact: Carla Kemp			PLACE OF SETTLEMENT: 290 Blinn Drive Millersburg, PA 15205-4601		
SETTLEMENT DATE: 11/17/05			DISBURSEMENT DATE: 11/22/05		

L. SETTLEMENT CHARGES		M. DISBURSEMENT TO OTHERS	
800. Items Payable in Connection With Loan		1501. Payoff Mortgage	
801. Loan Origination Fee		For COUNTRYWIDE HOME LOANS #3583783	68,628.92
802. Loan Discount 1.625 % To COUNTRYWIDE HOME L	1,186.22	1502.	
803. Appraisal Fee To LANDSAFE	75.00	1503.	
804. Credit Report To LANDSAFE	33.00	1504.	
805. Flood Certification Fee To LANDSAFE FLOOD	26.00	1505.	
806. Tax Service Fee To COUNTRYWIDE TAX SERVICE	60.00	1506.	
807. Processing Fee To COUNTRYWIDE HOME LOANS	375.00	1507.	
808.		1508.	
809.		1509.	
810.		1510.	
811. Items Required By Lender To Be Paid In Advance		1511.	
901. Interest from 11/22/05 to 12/01/2005 @ 20.25/yr To CO	182.23	1512.	
902. Mortgage Insurance Premium for		1513.	
903. Hazard Insurance Premium for		1514.	
904.		1515.	
1000. Reserve Withheld With Lender		1516.	
1001. Hazard Insurance 4 months @ 78.78 per month To COU	315.12	1517.	
1002. Mortgage Insurance		1518.	
1003. City Property Taxes		1519.	
1004. County Property Taxes 12 months @ 50 per month To C	600.00	1520. TOTAL DISBURSED (enter on line 1603)	68,628.92
1005. Annual Assessments			
1006.			
1007. Abstract Accounting Adjustment To COUNTRYWID	-227.34		
1100. Title Charges			
1101. Beneficiary closing fee To National Real Estate Infor	425.00		
1102. Abstract or Title Search			
1103. Title Examination To National Real Estate Information	295.00		
1104. Title Insurance Binder			
1105. Document Preparation			
1106. Notary Fee			
1107. Attorney's Fees			
(Includes above item numbers)			
1108. Title Insurance To National Real Estate Information Ser	207.30		
(Includes above item numbers)			
1109. Lender's coverage @ \$75000.00			
1110. Owner's coverage @ 2			
1111. Underpayment			
1112. Closing Protection Letter			
1113. Courier Fee			
1114. Tax Cert Fee			
1200. Government Recording and Transfer Charges			
1201. Recording fee To GEORGETOWN REGISTER OF D	31.00		
1202. City/County Tax/Stamp			
1203. State Tax/Stamp			
1204.			
1205.			
1206.			
1300. Additional Settlement Charges			
1301.			
1302.			
1303.			
1400. Total settlement charges (enter on line 1602)	3,823.78		
The Certified Settlement Statement is a copy of the original. To be used for the purpose of the Uniform Residential Lending Act, the lender must provide a copy of the original to the borrower. The borrower must retain a copy of the original for their records. The lender must retain a copy of the original for their records.			

X
National Real Estate Information Services,
Inc. LP

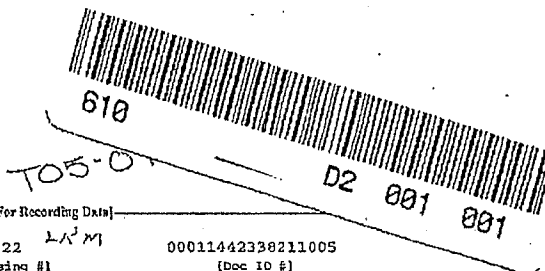
JANET M. SMITH

000028217 12/28/2005 802836 P00109

Recording Requested by &
When Recorded Return To:
US Recordings, Inc.
2925 Country Drive Ste 201
St. Paul, MN 55117

Prepared By:
PETER JOHNSON

Lot 3
TD 2



[Space Above This Line For Recording Date]

T0575322 LA M
(Encrow/Closing #)

00011442338211005
(Doc ID #)

MORTGAGE

MN 1000157-0005955688-2

DEFINITIONS

Words used in multiple sections of this document are defined below and other words are defined in Sections 3, 11, 13, 18, 20 and 21. Certain rules regarding the usage of words used in this document are also provided in Section 16.

(A) "Security Instrument" means this document, which is dated NOVEMBER 15, 2005, together with all Riders to this document.

(B) "Borrower" is
JANET M SMITH

Borrower is the mortgagor under this Security Instrument.

(C) "MERS" is Mortgage Electronic Registration Systems, Inc. MERS is a separate corporation that is acting solely as a nominee for Lender and Lender's successors and assigns, MERS is the mortgagee under this Security Instrument. MERS is organized and existing under the laws of Delaware, and has an address and telephone number of P.O. Box 2026, Philadelphia, MI 48501-2026, tel. (888) 679-MERS.

(D) "Lender" is
COUNTRYWIDE HOME LOANS, INC.

Lender is a CORPORATION
organized and existing under the laws of NEW YORK

Lender's address is
4500 Park Granada, Calabasas, CA 91302-1613

(E) "Note" means the promissory note signed by Borrower and dated NOVEMBER 15, 2005. The Note states that Borrower owes Lender SEVENTY THREE THOUSAND and 00/100

Dollars (U.S. \$ 73,000.00) plus interest. Borrower has promised to pay this debt in regular Periodic Payments and to pay the debt in full not later than DECEMBER 01, 2035

SOUTH CAROLINA-Single Family-Fannie Mae/Freddie Mac UNIFORM INSTRUMENT WITH MERS

Page 1 of 11

VMP-BA(SC) (0409)

CHL (10/04)(c) VMP Mortgage Solutions, Inc. (800)521-7291

Info: *ams*
Form 3041 1/01



DOC ID #: 00011442338211005

(F) "Property" means the property that is described below under the heading "Transfer of Rights to the Property."

(G) "Loan" means the debt evidenced by the Note, plus interest, any prepayment charges and late charges due under the Note, and all sums due under this Security Instrument, plus interest.

(H) "Riders" means all Riders to this Security Instrument that are executed by Borrower. The following Riders are to be executed by Borrower [check box as applicable]:

☐ Adjustable Rate Rider	☐ Condominium Rider	☐ Second Home Rider
☐ Balloon Rider	☐ Planned Unit Development Rider	☐ 1-4 Family Rider
☐ VA Rider	☐ Biweekly Payment Rider	☐ Other(s) [specify]

(I) "Applicable Law" means all controlling applicable federal, state and local statutes, regulations, ordinances and administrative rules and orders (that have the effect of law) as well as all applicable final, non-appellable judicial opinions.

(J) "Community Association Dues, Fees, and Assessments" means all dues, fees, assessments and other charges that are imposed on Borrower or the Property by a condominium association, homeowners association or similar organization.

(K) "Electronic Funds Transfer" means any transfer of funds, other than a transaction originated by check, draft, or similar paper instrument, which is initiated through an electronic terminal, telephonic instrument, computer, or magnetic tape so as to order, instruct, or authorize a financial institution to debit or credit an account. Such term includes, but is not limited to, point-of-sale transfers, automated teller machine transactions, transfers initiated by telephone, wire transfers, and automated clearinghouse transfers.

(L) "Escrow Items" means those items that are described in Section 3.

(M) "Miscellaneous Proceeds" means any compensation, settlement, award of damages, or proceeds paid by any third party (other than insurance proceeds paid under the coverages described in Section 5) for: (i) damage to, or destruction of, the Property; (ii) condemnation or other taking of all or any part of the Property; (iii) conveyance in lieu of condemnation; or (iv) misrepresentations of, or omissions as to, the value and/or condition of the Property.

(N) "Mortgage Insurance" means insurance protecting Lender against the nonpayment of, or default on, the Loan.

(O) "Periodic Payment" means the regularly scheduled amount due for (a) principal and interest under the Note, plus (ii) any amounts under Section 3 of this Security Instrument.

(P) "RESPA" means the Real Estate Settlement Procedures Act (12 U.S.C. Section 2601 et seq.) and its implementing regulation, Regulation X (24 C.F.R. Part 3500), as they might be amended from time to time, or any additional or successor legislation or regulation that governs the same subject matter. As used in this Security Instrument, "RESPA" refers to all requirements and restrictions that are imposed in regard to a "federally related mortgage loan" even if the Loan does not qualify as a "federally related mortgage loan" under RESPA.

(Q) "Successor in Interest of Borrower" means any party that has taken title to the Property, whether or not that party has assumed Borrower's obligations under the Note and/or this Security Instrument.

TRANSFER OF RIGHTS IN THE PROPERTY

This Security Instrument secures to Lender: (i) the repayment of the Loan, and all renewals, extensions and modifications of the Note; and (ii) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby mortgage, grant and convey to MERS (solely as nominee for Lender and Lender's successors and assigns) and to the successors and assigns of MERS, the following described property located in the

COUNTY of GEORGETOWN
 [Type of Recording Jurisdiction] [Name of Recording Jurisdiction]
 SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF.

Parcel ID Number: 12345

5301 COUNTY LINE RD, ANDREWS
 [Street/City]South Carolina 29510-5008 ("Property Address")
 [Zip Code]

MP 6A(SC) (0409)

CHL (10/04)

Page 2 of 11

Initials

Form 3041 1/01

DOC ID #: 00611442338211005

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

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

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

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

1. **Payment of Principal, Interest, Escrow Items, Prepayment Charges, and Late Charges.** Borrower shall pay when due the principal of, and interest on, the debt evidenced by the Note and any prepayment charges and late charges due under the Note. Borrower shall also pay funds for Escrow Items pursuant to Section 3. Payments due under the Note and this Security Instrument shall be made in U.S. currency. However, if any check or other instrument received by Lender as payment under the Note or this Security Instrument is returned to Lender unpaid, Lender may require that any or all subsequent payments due under the Note and this Security Instrument be made in one or more of the following forms, as selected by Lender: (a) cash; (b) money order; (c) certified check, bank check, treasurer's check or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentality, or entity; or (d) Electronic Funds Transfer.

Payments are deemed received by Lender when received at the location designated in the Note or at such other location as may be designated by Lender in accordance with the notice provisions in Section 15. Lender may return any payment or partial payment if the payment or partial payments are insufficient to bring the Loan current. Lender may accept any payment or partial payment insufficient to bring the Loan current, without waiver of any rights hereunder or prejudice to its rights to refuse such payment or partial payments in the future, but Lender is not obligated to apply such payments at the time such payments are accepted. If each Periodic Payment is applied as of its scheduled due date, then Lender need not pay interest on unapplied funds. Lender may hold such unapplied funds until Borrower makes payment to bring the Loan current. If Borrower does not do so within a reasonable period of time, Lender shall either apply such funds or return them to Borrower. If not applied earlier, such funds will be applied to the outstanding principal balance under the Note immediately prior to foreclosure. No offset or claim which Borrower might have now or in the future against Lender shall relieve Borrower from making payments due under the Note and this Security Instrument or performing the covenants and agreements secured by this Security Instrument.

2. **Application of Payments or Proceeds.** Except as otherwise described in this Section 2, all payments accepted and applied by Lender shall be applied in the following order of priority: (a) interest due under the Note; (b) principal due under the Note; (c) amounts due under Section 3. Such payments shall be applied to each Periodic Payment in the order in which it became due. Any remaining amounts shall be applied first to late charges, second to any other amounts due under this Security Instrument, and then to reduce the principal balance of the Note.

If Lender receives a payment from Borrower for a delinquent Periodic Payment which includes a sufficient amount to pay any late charge due, the payment may be applied to the delinquent payment and the late charge. If more than one Periodic Payment is outstanding, Lender may apply any payment received from Borrower to the repayment of the Periodic Payments if, and to the extent that, each payment can be paid in full. To the extent that any excess exists after the payment is applied to the full payment of one or more Periodic Payments, such excess may be applied to any late charges due. Voluntary prepayments shall be applied first to any prepayment charges and then as described in the Note.

Any application of payments, insurance proceeds, or Miscellaneous Proceeds to principal due under the Note shall not extend or postpone the due date, or change the amount, of the Periodic Payments.

3. **Funds for Escrow Items.** Borrower shall pay to Lender on the day Periodic Payments are due under the Note, until the Note is paid in full, a sum (the "Funds") to provide for payment of amounts due for: (a) taxes and assessments and other items which can attain priority over this Security Instrument as a lien or encumbrance on the Property; (b) leasehold payments or ground rents on the Property, if any; (c) premiums for any and all insurance required by Lender under Section 5; and (d) Mortgage Insurance premiums, if any, or any sums payable by Borrower to Lender in lieu of the payment of Mortgage Insurance premiums in accordance with the provisions of Section 10. These items are called "Escrow Items." At origination or at any time during the term of the Loan, Lender may require that Community Association Dues, Fees, and Assessments, if any, be escrowed by Borrower, and such dues, fees and assessments shall be an Escrow Item.

DOC ID #: 00011442338211005

Borrower shall promptly furnish to Lender all notices of amounts to be paid under this Section. Borrower shall pay Lender the Funds for Escrow Items unless Lender waives Borrower's obligation to pay the Funds for any or all Escrow Items. Lender may waive Borrower's obligation to pay to Lender Funds for any or all Escrow Items at any time. Any such waiver may only be in writing. In the event of such waiver, Borrower shall pay directly, when and where payable, the amounts due for any Escrow Items for which payment of Funds has been waived by Lender and, if Lender requires, shall furnish to Lender receipts evidencing such payment within such time period as Lender may require. Borrower's obligation to make such payments and to provide receipts shall for all purposes be deemed to be a covenant and agreement contained in this Security Instrument, as the phrase "covenant and agreement" is used in Section 9. If Borrower is obligated to pay Escrow Items directly, pursuant to a waiver, and Borrower fails to pay the amount due for an Escrow Item, Lender may exercise its rights under Section 9 and pay such amount and Borrower shall then be obligated under Section 9 to repay to Lender any such amount. Lender may revoke the waiver as to any or all Escrow Items at any time by a notice given in accordance with Section 15 and, upon such revocation, Borrower shall pay to Lender all Funds, and in such amounts, that are then required under this Section 3.

Lender may, at any time, collect and hold Funds in an amount (a) sufficient to permit Lender to apply the Funds at the time specified under RESPA, and (b) not to exceed the maximum amount a lender can require under RESPA. Lender shall estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future Escrow Items or otherwise in accordance with Applicable Law.

The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity (including Lender, if Lender is an institution whose deposits are so insured) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow Items no later than the time specified under RESPA. Lender shall not charge Borrower for holding and applying the Funds, annually analyzing the escrow account, or verifying the Escrow Items, unless Lender pays Borrower interest on the Funds and Applicable Law permits Lender to make such a charge. Unless an agreement is made in writing or Applicable Law requires interest to be paid on the Funds, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Borrower and Lender can agree in writing, however, that interest shall be paid on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds as required by RESPA.

If there is a surplus of Funds held in escrow, as defined under RESPA, Lender shall account to Borrower for the excess funds in accordance with RESPA. If there is a shortage of Funds held in escrow, as defined under RESPA, Lender shall notify Borrower as required by RESPA, and Borrower shall pay to Lender the amount necessary to make up the shortage in accordance with RESPA, but in no more than 12 monthly payments. If there is a deficiency of Funds held in escrow, as defined under RESPA, Lender shall notify Borrower as required by RESPA, and Borrower shall pay to Lender the amount necessary to make up the deficiency in accordance with RESPA, but in no more than 12 monthly payments.

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender.

4. Charges; Liens. Borrower shall pay all taxes, assessments, charges, fines, and impositions attributable to the Property which can attain priority over this Security Instrument, leasehold payments or ground rents on the Property, if any, and Community Association Dues, Fees, and Assessments, if any. To the extent that these items are Escrow Items, Borrower shall pay them in the manner provided in Section 3.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender, but only so long as Borrower is performing such agreement; (b) contests the lien in good faith by, or defends against enforcement of the lien in, legal proceedings which in Lender's opinion operate to prevent the enforcement of the lien while those proceedings are pending, but only until such proceedings are concluded; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which can attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Within 10 days of the date on which that notice is given, Borrower shall satisfy the lien or take one or more of the actions set forth above in this Section 4.

Lender may require Borrower to pay a one-time charge for a real estate tax verification and/or reporting service used by Lender in connection with this Loan.

5. Property Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage," and any other hazards including, but not limited to, earthquakes and floods, for which Lender requires insurance. This insurance shall be maintained in the amounts (including deductible levels) and for the periods that Lender requires. What Lender requires pursuant to the preceding sentences can change during the term of the Loan. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's right to disapprove Borrower's choice, which right shall not be exercised unreasonably. Lender may require Borrower to pay, in connection with this Loan, either: (a) a one-time charge for flood zone determination, certification and tracking services; or (b) a one-time charge for flood zone determination and certification services and subsequent charges each time remappings or similar changes occur which reasonably might affect such determination or certification. Borrower shall also be responsible for the payment of any fees imposed by the Federal Emergency Management Agency in connection with the review of any flood zone determination resulting from an objection by Borrower.

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If Borrower fails to maintain any of the coverages described above, Lender may obtain insurance coverage, at Lender's option and Borrower's expense. Lender is under no obligation to purchase any particular type or amount of coverage. Therefore, such coverage shall cover Lender, but might or might not protect Borrower, Borrower's equity in the Property, or the contents of the Property, against any risk, hazard or liability and might provide greater or lesser coverage than was previously in effect. Borrower acknowledges that the cost of the insurance coverage so obtained might significantly exceed the cost of insurance that Borrower could have obtained. Any amounts disbursed by Lender under this Section 5 shall become additional debt of Borrower secured by this Security Instrument. These amounts shall bear interest at the Note rate from the date of disbursement and shall be payable, with such interest, upon notice from Lender to Borrower requesting payment.

All insurance policies required by Lender and renewals of such policies shall be subject to Lender's right to disapprove such policies; shall include a standard mortgage clause, and shall name Lender as mortgagee and/or as an additional loss payee. Lender shall have the right to hold the policies and renewal certificates. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. If Borrower obtains any form of insurance coverage, not otherwise required by Lender, for damage to, or destruction of, the Property, such policy shall include a standard mortgage clause and shall name Lender as mortgagee and/or as an additional loss payee.

In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower. Unless Lender and Borrower otherwise agree in writing, any insurance proceeds, whether or not the underlying insurance was required by Lender, shall be applied to restoration or repair of the Property, if the restoration or repair is economically feasible and Lender's security is not lessened. During such repair and restoration period, Lender shall have the right to hold such insurance proceeds until Lender has had an opportunity to inspect such Property to ensure the work has been completed to Lender's satisfaction, provided that such inspection shall be undertaken promptly. Lender may disburse proceeds for the repairs and restoration in a single payment or in a series of progress payments as the work is completed. Unless an agreement is made in writing or Applicable Law requires interest to be paid on such insurance proceeds, Lender shall not be required to pay Borrower any interest or earnings on such proceeds. Fees for public adjusters, or other third parties, retained by Borrower shall not be paid out of the insurance proceeds and shall be the sole obligation of Borrower. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower. Such insurance proceeds shall be applied in the order provided for in Section 2.

If Borrower abandons the Property, Lender may file, negotiate and settle any available insurance claim and related matters. If Borrower does not respond within 30 days to a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may negotiate and settle the claim. The 30-day period will begin when the notice is given. In either event, or if Lender acquires the Property under Section 22 or otherwise, Borrower hereby assigns to Lender (a) Borrower's rights to any insurance proceeds in an amount not to exceed the amounts unpaid under the Note or this Security Instrument, and (b) any other of Borrower's rights (other than the right to any refund of unearned premiums paid by Borrower) under all insurance policies covering the Property, insofar as such rights are applicable to the coverage of the Property. Lender may use the insurance proceeds either to repair or restore the Property or to pay amounts unpaid under the Note or this Security Instrument, whether or not then due.

6. Occupancy. Borrower shall occupy, establish, and use the Property as Borrower's principal residence within 60 days after the execution of this Security Instrument and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless extenuating circumstances exist which are beyond Borrower's control.

7. Preservation, Maintenance and Protection of the Property; Inspections. Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate or commit waste on the Property. Whether or not Borrower is residing in the Property, Borrower shall maintain the Property in order to prevent the Property from deteriorating or decreasing in value due to its condition. Unless it is determined pursuant to Section 5 that repair or restoration is not economically feasible, Borrower shall promptly repair the Property if damaged to avoid further deterioration or damage. If insurance or condemnation proceeds are paid in connection with damage to, or the taking of, the Property, Borrower shall be responsible for repairing or restoring the Property only if Lender has released proceeds for such purposes. Lender may disburse proceeds for the repairs and restoration in a single payment or in a series of progress payments as the work is completed. If the insurance or condemnation proceeds are not sufficient to repair or restore the Property, Borrower is not relieved of Borrower's obligation for the completion of such repair or restoration.

Lender or its agent may make reasonable entries upon and inspections of the Property. If it has reasonable cause, Lender may inspect the interior of the improvements on the Property. Lender shall give Borrower notice at the time of or prior to such an interior inspection specifying such reasonable cause.

8. Borrower's Loan Application. Borrower shall be in default if, during the Loan application process, Borrower or any persons or entities acting at the direction of Borrower or with Borrower's knowledge or consent gave materially false, misleading, or inaccurate information or statements to Lender (or failed to provide Lender with material information) in connection with the Loan. Material representations include, but are not limited to, representations concerning Borrower's occupancy of the Property as Borrower's principal residence.

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9. Protection of Lender's Interest in the Property and Rights Under this Security Instrument. If (a) Borrower fails to perform the covenants and agreements contained in this Security Instrument, (b) there is a legal proceeding that might significantly affect Lender's interest in the Property and/or rights under this Security Instrument (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture, for enforcement of a lien which may attain priority over this Security Instrument or to enforce laws or regulations), or (c) Borrower has abandoned the Property, then Lender may do and pay for whatever is reasonable or appropriate to protect Lender's interest in the Property and rights under this Security Instrument, including protecting and/or assessing the value of the Property, and securing and/or repairing the Property. Lender's actions can include, but are not limited to: (a) paying any sums secured by a lien which has priority over this Security Instrument; (b) appearing in court; and (c) paying reasonable attorneys' fees to protect its interest in the Property and/or rights under this Security Instrument, including its secured position in a bankruptcy proceeding. Securing the Property includes, but is not limited to, entering the Property to make repairs, change locks, replace or board up doors and windows, drain water from pipes, eliminate building or other code violations or dangerous conditions, and have utilities turned on or off. Although Lender may take action under this Section 9, Lender does not have to do so and is not under any duty or obligation to do so. It is agreed that Lender incurs no liability for not taking any or all actions authorized under this Section 9.

Any amounts disbursed by Lender under this Section 9 shall become additional debt of Borrower secured by this Security Instrument. These amounts shall bear interest at the Note rate from the date of disbursement and shall be payable, with such interest, upon notice from Lender to Borrower requesting payment.

If this Security Instrument is on a leasehold, Borrower shall comply with all the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and the fee title shall not merge unless Lender agrees to the merger in writing.

10. Mortgage Insurance. If Lender required Mortgage Insurance as a condition of making the Loan, Borrower shall pay the premiums required to maintain the Mortgage Insurance in effect. If, for any reason, the Mortgage Insurance coverage required by Lender ceases to be available from the mortgage insurer that previously provided such insurance and Borrower was required to make separately designated payments toward the premiums for Mortgage Insurance, Borrower shall pay the premiums required to obtain coverage substantially equivalent to the Mortgage Insurance previously in effect, at a cost substantially equivalent to the cost to Borrower of the Mortgage Insurance previously in effect, from an alternate mortgage insurer selected by Lender. If substantially equivalent Mortgage Insurance coverage is not available, Borrower shall continue to pay to Lender the amount of the separately designated payments that were due when the insurance coverage ceased to be in effect. Lender will accept, use and retain these payments as a non-refundable loss reserve in lieu of Mortgage Insurance. Such loss reserve shall be non-refundable, notwithstanding the fact that the Loan is ultimately paid in full, and Lender shall not be required to pay Borrower any interest or earnings on such loss reserve. Lender can no longer require loss reserve payments if Mortgage Insurance coverage (in the amount and for the period that Lender requires) provided by an insurer selected by Lender again becomes available, is obtained, and Lender requires separately designated payments toward the premiums for Mortgage Insurance. If Lender required Mortgage Insurance as a condition of making the Loan and Borrower was required to make separately designated payments toward the premiums for Mortgage Insurance, Borrower shall pay the premiums required to maintain Mortgage Insurance in effect, or to provide a non-refundable loss reserve, until Lender's requirement for Mortgage Insurance ends in accordance with any written agreement between Borrower and Lender providing for such termination or until termination is required by Applicable Law. Nothing in this Section 10 affects Borrower's obligation to pay interest at the rate provided in the Note.

Mortgage Insurance reimburses Lender (or any entity that purchases the Note) for certain losses it may incur if Borrower does not repay the Loan as agreed. Borrower is not a party to the Mortgage Insurance.

Mortgage insurers evaluate their total risk on all such insurance in force from time to time, and may enter into agreements with other parties that share or modify their risk, or reduce losses. These agreements are on terms and conditions that are satisfactory to the mortgage insurer and the other party (or parties) to these agreements. These agreements may require the mortgage insurer to make payments using any source of funds that the mortgage insurer may have available (which may include funds obtained from Mortgage Insurance premiums).

As a result of these agreements, Lender, any purchaser of the Note, another insurer, any reinsurer, any other entity, or any affiliate of any of the foregoing, may receive (directly or indirectly) amounts that derive from (or might be characterized as) a portion of Borrower's payments for Mortgage Insurance, in exchange for sharing or modifying the mortgage insurer's risk, or reducing losses. If such agreement provides that an affiliate of Lender takes a share of the insurer's risk in exchange for a share of the premiums paid to the insurer, the arrangement is often termed "captive reinsurance." Further:

(a) Any such agreements will not affect the amounts that Borrower has agreed to pay for Mortgage Insurance, or any other terms of the Loan. Such agreements will not increase the amount Borrower will owe for Mortgage Insurance, and they will not entitle Borrower to any refund.

(b) Any such agreements will not affect the rights Borrower has - if any - with respect to the Mortgage Insurance under the Homeowners Protection Act of 1998 or any other law. These rights may include the right to receive certain disclosures, to request and obtain cancellation of the Mortgage Insurance, to have the Mortgage Insurance terminated automatically, and/or to receive a refund of any Mortgage Insurance premiums that were unearned at the time of such cancellation or termination.

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11. Assignment of Miscellaneous Proceeds; Forfeiture. All Miscellaneous Proceeds are hereby assigned to and shall be paid to Lender.

If the Property is damaged, such Miscellaneous Proceeds shall be applied to restoration or repair of the Property, if the restoration or repair is economically feasible and Lender's security is not lessened. During such repair and restoration period, Lender shall have the right to hold such Miscellaneous Proceeds until Lender has had an opportunity to inspect such Property to ensure the work has been completed to Lender's satisfaction, provided that such inspection shall be undertaken promptly. Lender may pay for the repairs and restoration in a single disbursement or in a series of progress payments as the work is completed. Unless an agreement is made in writing or Applicable Law requires interest to be paid on such Miscellaneous Proceeds, Lender shall not be required to pay Borrower any interest or earnings on such Miscellaneous Proceeds. If the restoration or repair is not economically feasible or Lender's security would be lessened, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower. Such Miscellaneous Proceeds shall be applied in the order provided for in Section 2.

In the event of a total taking, destruction, or loss in value of the Property, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower.

In the event of a partial taking, destruction, or loss in value of the Property in which the fair market value of the Property immediately before the partial taking, destruction, or loss in value is equal to or greater than the amount of the sums secured by this Security Instrument immediately before the partial taking, destruction, or loss in value, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the Miscellaneous Proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the partial taking, destruction, or loss in value divided by (b) the fair market value of the Property immediately before the partial taking, destruction, or loss in value. Any balance shall be paid to Borrower.

In the event of a partial taking, destruction, or loss in value of the Property in which the fair market value of the Property immediately before the partial taking, destruction, or loss in value is less than the amount of the sums secured immediately before the partial taking, destruction, or loss in value, unless Borrower and Lender otherwise agree in writing, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument whether or not the sums are then due.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the Opposing Party (as defined in the next sentence) offers to make an award to settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is given, Lender is authorized to collect and apply the Miscellaneous Proceeds either to restoration or repair of the Property or to the sums secured by this Security Instrument, whether or not then due. "Opposing Party" means the third party that owes Borrower Miscellaneous Proceeds or the party against whom Borrower has a right of action in regard to Miscellaneous Proceeds.

Borrower shall be in default if any action or proceeding, whether civil or criminal, is begun that, in Lender's judgment, could result in forfeiture of the Property or other material impairment of Lender's interest in the Property or rights under this Security Instrument. Borrower can cure such a default and, if acceleration has occurred, reinstate as provided in Section 19, by causing the action or proceeding to be dismissed with a ruling that, in Lender's judgment, precludes forfeiture of the Property or other material impairment of Lender's interest in the Property or rights under this Security Instrument. The proceeds of any award or claim for damages that are attributable to the impairment of Lender's interest in the Property are hereby assigned and shall be paid to Lender.

All Miscellaneous Proceeds that are not applied to restoration or repair of the Property shall be applied in the order provided for in Section 2.

12. Borrower Not Released; Forbearance By Lender Not a Waiver. Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to Borrower or any Successor in Interest of Borrower shall not operate to release the liability of Borrower or any Successors in Interest of Borrower. Lender shall not be required to commence proceedings against any Successor in Interest of Borrower or to refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or any Successors in Interest of Borrower. Any forbearance by Lender in exercising any right or remedy including, without limitation, Lender's acceptance of payments from third persons, entities or Successors in Interest of Borrower or in amounts less than the amount then due, shall not be a waiver of or preclude the exercise of any right or remedy.

13. Joint and Several Liability; Co-signers; Successors and Assigns Bound. Borrower covenants and agrees that Borrower's obligations and liability shall be joint and several. However, any Borrower who co-signs this Security Instrument but does not execute the Note (a "co-signer"): (a) is co-signing this Security Instrument only to mortgage, grant and convey the co-signer's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower can agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without the co-signer's consent.

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Subject to the provisions of Section 18, any Successor in Interest of Borrower who assumes Borrower's obligations under this Security Instrument in writing, and is approved by Lender, shall obtain all of Borrower's rights and benefits under this Security Instrument. Borrower shall not be released from Borrower's obligations and liability under this Security Instrument unless Lender agrees to such release in writing. The covenants and agreements of this Security Instrument shall bind (except as provided in Section 20) and benefit the successors and assigns of Lender.

14. **Loan Charges.** Lender may charge Borrower fees for services performed in connection with Borrower's default, for the purpose of protecting Lender's interest in the Property and rights under this Security Instrument, including, but not limited to, attorneys' fees, property inspection and valuation fees. In regard to any other fees, the absence of express authority in this Security Instrument to charge a specific fee to Borrower shall not be construed as a prohibition on the charging of such fee. Lender may not charge fees that are expressly prohibited by this Security Instrument or by Applicable Law.

If the Loan is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the Loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge (whether or not a prepayment charge is provided for under the Note). Borrower's acceptance of any such refund made by direct payment to Borrower will constitute a waiver of any right of action Borrower might have arising out of such overcharge.

15. **Notices.** All notices given by Borrower or Lender in connection with this Security Instrument must be in writing. Any notice to Borrower in connection with this Security Instrument shall be deemed to have been given to Borrower when mailed by first class mail or when actually delivered to Borrower's notice address if sent by other means. Notice to any one Borrower shall constitute notice to all Borrowers unless Applicable Law expressly requires otherwise. The notice address shall be the Property Address unless Borrower has designated a substitute notice address by notice to Lender. Borrower shall promptly notify Lender of Borrower's change of address. If Lender specifies a procedure for reporting Borrower's change of address, then Borrower shall only report a change of address through that specified procedure. There may be only one designated notice address under this Security Instrument at any one time. Any notice to Lender shall be given by delivering it or by mailing it by first class mail to Lender's address stated herein unless Lender has designated another address by notice to Borrower. Any notice in connection with this Security Instrument shall not be deemed to have been given to Lender until actually received by Lender. If any notice required by this Security Instrument is also required under Applicable Law, the Applicable Law requirement will satisfy the corresponding requirement under this Security Instrument.

16. **Governing Law; Severability; Rules of Construction.** This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. All rights and obligations contained in this Security Instrument are subject to any requirements and limitations of Applicable Law. Applicable Law might explicitly or implicitly allow the parties to agree by contract or it might be silent, but such silence shall not be construed as a prohibition against agreement by contract. In the event that any provision or clause of this Security Instrument or the Note conflicts with Applicable Law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision.

As used in this Security Instrument: (a) words of the masculine gender shall mean and include corresponding neuter words or words of the feminine gender; (b) words in the singular shall mean and include the plural and vice versa; and (c) the word "may" gives sole discretion without any obligation to take any action.

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

18. **Transfer of the Property or a Beneficial Interest in Borrower.** As used in this Section 18, "Interest in the Property" means any legal or beneficial interest in the Property, including, but not limited to, those beneficial interests transferred in a bond for deed, contract for deed, installment sales contract or escrow agreement, the intent of which is the transfer of title by Borrower at a future date to a purchaser.

If all or any part of the Property or any interest in the Property is sold or transferred (or if Borrower is not a natural person and a beneficial interest in Borrower is sold or transferred) without Lender's prior written consent, Lender may require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if such exercise is prohibited by Applicable Law.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is given in accordance with Section 15 within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay those sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

19. **Borrower's Right to Reinstate After Acceleration.** If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earliest of: (a) five days before sale of the Property pursuant to Section 22 of this Security Instrument; (b) such other period as Applicable Law might specify for the termination of Borrower's right to reinstate; or (c) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all

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sums which then would be due under this Security Instrument and the Note as if no acceleration had occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees, property inspection and valuation fees, and other fees incurred for the purpose of protecting Lender's interest in the Property and rights under this Security Instrument; and (d) takes such action as Lender may reasonably require to assure that Lender's interest in the Property and rights under this Security Instrument, and Borrower's obligation to pay the sums secured by this Security Instrument, shall continue unchanged. Lender may require that Borrower pay such reinstatement sums and expenses in one or more of the following forms, as selected by Lender: (a) cash; (b) money order; (c) certified check, bank check, treasurer's check or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentally or entity; or (d) Electronic Funds Transfer. Upon reinstatement by Borrower, this Security Instrument and obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under Section 18.

20. Sale of Note; Change of Loan Servicer; Notice of Grievance. The Note or a partial interest in the Note (together with this Security Instrument) can be sold one or more times without prior notice to Borrower. A sale might result in a change in the entity (known as the "Loan Servicer") that collects Periodic Payments due under the Note and this Security Instrument and performs other mortgage loan servicing obligations under the Note, this Security Instrument, and Applicable Law. There also might be one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change which will state the name and address of the new Loan Servicer, the address to which payments should be made and any other information RESPA requires in connection with a notice of transfer of servicing. If the Note is sold and thereafter the Loan is serviced by a Loan Servicer other than the purchaser of the Note, the mortgage loan servicing obligations to Borrower will remain with the Loan Servicer or be transferred to a successor Loan Servicer and are not assumed by the Note purchaser unless otherwise provided by the Note purchaser.

Neither Borrower nor Lender may commence, join, or be joined to any judicial action (as either an individual litigant or the member of a class) that arises from the other party's actions pursuant to this Security Instrument or that alleges that the other party has breached any provision of, or any duty owed by reason of, this Security Instrument, until such Borrower or Lender has notified the other party (with such notice given in compliance with the requirements of Section 15) of such alleged breach and afforded the other party hereto a reasonable period after the giving of such notice to take corrective action. If Applicable Law provides a time period which must elapse before certain action can be taken, that time period will be deemed to be reasonable for purposes of this paragraph. The notice of acceleration and opportunity to cure given to Borrower pursuant to Section 22 and the notice of acceleration given to Borrower pursuant to Section 18 shall be deemed to satisfy the notice and opportunity to take corrective action provisions of this Section 20.

21. Hazardous Substances. As used in this Section 21: (a) "Hazardous Substances" are those substances defined as toxic or hazardous substances, pollutants, or wastes by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials; (b) "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection; (c) "Environmental Cleanup" includes any response action, remedial action, or removal action, as defined in Environmental Law; and (d) an "Environmental Condition" means a condition that can cause, contribute to, or otherwise trigger an Environmental Cleanup.

Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances, or threaten to release any Hazardous Substances, on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property (a) that is in violation of any Environmental Law, (b) which creates an Environmental Condition, or (c) which, due to the presence, use, or release of a Hazardous Substance, creates a condition that adversely affects the value of the Property. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property (including, but not limited to, hazardous substances in consumer products).

Borrower shall promptly give Lender written notice of (a) any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge, (b) any Environmental Condition, including but not limited to, any spilling, leaking, discharge, release or threat of release of any Hazardous Substance, and (c) any condition caused by the presence, use or release of a Hazardous Substance which adversely affects the value of the Property. If Borrower learns, or is notified by any governmental or regulatory authority, or any private party, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law. Nothing herein shall create any obligation on Lender for an Environmental Cleanup.

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

22. Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under Section 18 unless Applicable Law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the

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notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument, foreclosure by judicial proceeding and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the non-existence of a default or any other defense of Borrower to acceleration and foreclosure. If the default is not cured on or before the date specified in the notice, Lender at its option may require immediate payment in full of all sums secured by this Security Instrument without further demand and may foreclose this Security Instrument by judicial proceeding. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this Section 22, including, but not limited to, reasonable attorneys' fees and costs of title evidence, all of which shall be additional sums secured by this Security Instrument.

23. Release. Upon Payment of all sums secured by this Security Instrument, this Security Instrument shall become null and void. Lender shall release this Security Instrument. Borrower shall pay any recordation costs. Lender may charge Borrower a fee for releasing this Security Instrument, but only if the fee is paid to a third party for services rendered and the charging of the fee is permitted under Applicable Law.

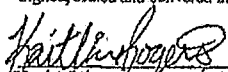
24. Homestead Waiver. Borrower waives all rights of homestead exemption in the Property to the extent allowed by Applicable Law.

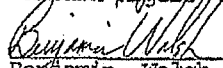
25. Waiver of Appraisal Rights. The laws of South Carolina provide that in any real estate foreclosure proceeding a defendant against whom a personal judgment is taken or asked may within 30 days after the sale of the mortgaged property apply to the court for an order of appraisal. The statutory appraisal value as approved by the court would be substituted for the high bid and may decrease the amount of any deficiency owing in connection with the transaction. TO THE EXTENT PERMITTED BY LAW, THE UNDERSIGNED HEREBY WAIVES AND RELINQUISHES THE STATUTORY APPRAISAL RIGHTS WHICH MEANS THE HIGH BID AT THE JUDICIAL FORECLOSURE SALE WILL BE APPLIED TO THE DEBT REGARDLESS OF ANY APPRAISED VALUE OF THE MORTGAGED PROPERTY. This waiver shall not apply so long as the Property is used as a dwelling place as defined in Section 12-37-250 of the South Carolina Code of Laws.

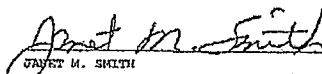
26. Future Advances. The lien of this Security Instrument shall secure the existing indebtedness under the Note and any future advances made under this Security Instrument up to 150% of the original principal amount of the Note plus interest thereon, attorneys' fees and court costs.

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

Signed, sealed and delivered in the presence of:


Kaitlin Rogers


Benjamin Walsh


JANET M. SMITH (Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

000028217 12/28/2005 B02836 P00119

North of
STATE OF SOUTH CAROLINA
I, Robert K. Olmstead
Robert K. Olmstead
do hereby certify that
personally appeared before me this day and acknowledged the due execution of the foregoing instrument,

DOC ID #: 00011442336211005

Roberson County ss:

do hereby certify that



Witness my hand and official seal this 15th day of November, 2005

Notary Public for South Carolina

My Commission Expires: 1-5-2010

EXHIBIT A

ALL THAT CERTAIN PIECE, PARCEL OR LOT OF LAND SITUATED, LYING AND BEING IN TAX DISTRICT NO. 2, GEORGETOWN COUNTY, SOUTH CAROLINA, NORTH OF THE TOWN OF ANDREWS, WHICH IS SHOWN AND DELIENATED AS LOT NO. 3 ON THAT CERTAIN PLAT MADE BY SAMUEL M. HARPER, R.L.S. DATED DECEMBER 15, 1971 AND RECORDED IN THE OFFICE OF THE CLERK OF COURT FOR GEROGETOWN COUNTY IN PLAT BOOK W AT PAGE 64, SAID LOT NO. 3 IS BOUNDED AND MEASURED AS FOLLOWS: ON THE NORTHEAST BY A 50-FOOT STREET AS SHOWN ON SAID PLAT SEPARATING SAID LOT FROM LAND NOW OR FORMERLY OF ETHRIDGE AND MEASURING ON SAID STREET 149 FEET;

ON THE SOUhteast BY LOT NO. 4 AS SHOWN ON SAID PLAT AND MEASURING THEREON 197 FEET;

ON THE SOUTHWEST BY LAND OF INTERNATIONAL PAPER COMPANY AND MEASURING THEREON 149 FEET; AND

ON THE NORTHWEST BY LOT NO. 2 AS SHOWN ON SAID PLAT AND MEASURING THEREON 198 FEET, BE ALL MEASUREMENTS A LITTLE MORE OR LESS.

BEING THE SAME PROPERTY CONVEYED FROM JAMES E. BYRDIC TO JANET M. SMITH BY DEED RECORDED 10-31-90, IN BOOK 401, PAGE 193 IN THE REGISTERS OFFICE OF GEORGETOWN COUNTY, SOUTH CAROLINA.

ADDRESS: 5301 COUNTY LINE RD.; ANDREWS, SC 295105008 TAX
MAP OR PARCEL ID NO.: 02-0134-028

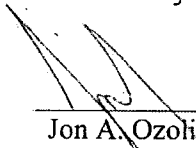


U28795766-01NP12

MORTGAGE
REF# T005-075322
US Recordings

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.



Jon A. Ozolins
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Date: November 4, 2019

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