THE STATE OF SOUTH CAROLINA
In the Court of Appeals

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SC Court of Appeals

APPEAL FROM YORK COUNTY
Daniel D. Hall, Circuit Court Judge

Case No. 2018-CP-46-01592

Karen K. Baber, ... Appellant,

v.

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

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

RECORD ON APPEAL - VOLUME 2 of 3

Creighton B. Coleman
Coleman & Tolen, LLC
120 West Washington Street
P.O. Box 1006
Winnsboro, South Carolina 29180
(803) 635-6884
creighton@colemantolen.com
Attorney for Appellant

Glenn E. Bowens
The Bowens Law Firm, PC
P.O. Box 424
Winnsboro, South Carolina 29180
(803) 714-7766
gbowens@bowenslawsc.com
Attorney for Appellant

Thomas Lynn Ogburn, III
Poyner Spruill, LLP
301 S. College Street, Suite 2900
Charlotte, NC 28202
togburn@poynerspruill.com
Attorney for Respondents Allen Tate Co. Inc., Colleen Coesens, Jonathan Garvey, Robert Ouzts, and Connie Delaney

Susan Elizabeth Driscoll
Driscoll Sheedy, P.A.
11520 N. Community House Road, Suite 200
Charlotte, NC 28277
sdriscoll@driscollsheedy.com
Attorney for Respondent Summit Funding, Inc.

Montrio Montess Belton, Sr.
Law Offices of Montrio Belton, LLC
125 Hampton Street, Suite 200
PO Box 566
Rock Hill, SC 29731
vernard@montriobelton.com
Attorney for Respondent Gloria Long-Robinson

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And something that -- I had $10,000 to work with. And so I needed to make sure that it was not anything that I could not afford.

Q Okay. When you say you had 10,000 to work with?

A Like, if we needed to paint, to make improvements with. And I had $10,000 to be able to put down closing costs.

Q When did you learn that the Rolling Ridge property was being sold as-is?

A Every property we looked at, that's pretty common to put as-is, where-is. But it's always contingent upon the requirements of the lender.

Q Okay. So what is your understanding what "as-is" means in a real estate transaction?

A That you're looking at it at that point as exactly that, where it is, how it is.

But you have the protections of the -- what I qualified for and the type of loan I qualified for, that it has to be -- you don't have a right as an as-is/where-is to waive the requirements of the lender.

Q And we'll talk about the loan. I'm talking about buying the house. Because you're buying the house from the seller; right?

A Right, right.

Q And as-is is between you and the seller; right?
A Right.
And then you make your counteroffers for them to fix certain things if you find something that's not accurate.
Q Okay. Did you -- had you dealt with as-is properties in any of the paralegal work you did for the law firms?
A Yes.
Q Okay. So you knew what an as-is property was?
A To my recollection, we never had a property that was as-is/where-is that didn't require something when a mortgage was involved.
Q Did you think you might be able to buy the property for less money because it was as-is?
A I don't even think we offered. I don't remember what it was listed for.
But, no. The as-is/where-is really didn't come into play because I knew that having looked at the house and based on what I believed to be accurate, I believe that -- and there were emails to Jonathan on that -- that there were certain items which the seller or the appraiser and things would identify and that the lender would require.
Q How many times did you visit the property before

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you bought it?
A I don't recall.
Q Give me a guess. I won't hold you to it. It's been three years.
A Maybe three. I really don't recall.
Q More than five, do you think?
A I don't recall.
Q Was the property occupied or vacant?
A Vacant.
Q What was your understanding as to how long the property had been vacant?
A My understanding is that she moved in -- I thought it was 2014. But I believe in court she said she moved in 2013. In one of her answers to when I filed the lawsuit. I know that the neighbor said that she walked away in 2014.
Q Okay. But when you visited the house, you understand that it had been vacant for a little while; correct?
A Yes.
Q Did you walk throughout the property when you visited it?
A I did.
Q Okay. Where'd you go in the house when you visited the first time?

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A Where?
Q Ah-huh.
A What do you mean by "where"?
Q Did you walk through the entire downstairs?
A Yes, sir.
Q Did you walk through the entire upstairs?
A Yes, sir.
Q Did you go up in the attic?
A No, sir.
Q No, you did not?
A No.
Q Was there a garage on the house?
A No.
Q There's no garage on the house?
A No.
Q Is there a basement?
A No.
Q Is there a crawl space?
A No.
Q Is it built on a slab?
A Yes.
Q Anywhere else you visited in the house other than the living areas?
A Not unless you're aware of something I don't know.
Q And what was the condition of the property when you

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first visited it?

A It looked to be in good, fairly good shape. It definitely needed painting. I wasn't happy with that.

I had made notes; such as, there was a yellow spot in the ceiling in the small bedroom upstairs. So I questioned if there had been a leak.

Some of the rails in the bathrooms had been pulled out of the wall. The rails, based on information Jonathan had checked on a house across the street from me on Goodplace that came on the market. It sold pretty fast. And I had gone over there and knew the requirements that FHA had required of that house.

The rails were not on the -- all of the deck, and the deck was very high, so I didn't think it met safety regulations. So we talked about that.

We had talked about it was strange that there seemed to be some type of caulking in between the windows. And there was some kind of insulation sticking out of the bottoms of the windows. And Jonathan said she probably just did that when she was moving and not coming back.

I wanted to make sure that we checked the roof because of the leak, what appeared to be the leak.

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He gave me a copy of the disclosure form. And we went through that.

There were no utilities on, so therefore nothing could be checked.

Some of the carpet appeared to, you know, maybe need to be replaced. There was a dark spot at the front door.

That's one thing I know that when Mr. Arnold was doing real estate, it was not unusual to have rot at a front door. And so you'd have to postpone closing while that got fixed.

There was holes in some of the siding. Jonathan and I walked around the house and made notes of that. And he gave me a price on what he thought how many of them would have to be -- that it could actually be repaired and the whole piece not replaced. We've talked about that. So we talked about the condition of that.

The appliances were old. I did ask about did he know anything if they'd been replaced.

We looked at the hot water heater, and it had a lot of rust on it. And I questioned is that something -- if it was possible.

The outside unit had two big rusted holes in it. And I said we need to check on that.

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Q The air conditioner?
A Ah-huh, the downstairs unit.

The front door, I think the handle was missing. They had to rig the -- you know, to get in and out of the house.

The yard had about 1-1/2 foot of leaves on it. So we had to brush through the leaves. At the house, there was a foot and a half on the carport on the garage -- I mean, on the carport and on the deck.

So we went through it the first time. It looked clean.

And always my position was I've got $10,000, that's it. And so we've got to make sure. And he said, well, all of these will be noted. They would go through the LLR. If there was anything that really was a serious situation, that everything would have to be noted in all the inspections.

Q Okay. But when you looked at the house when you first visited, I mean, you've kind of given me a list of things that you noticed that could be issues; right?
A That I asked him about, what he thought.

MR. OGBURN: And I'm going to give you what we'll mark as Exhibit 5. I'm sorry. I lose

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track of exhibits all the time. Are we at 5?

MR. RACINE: 5.

(Whereupon, Exhibit 5 was marked for identification and is attached to the transcript.)

Q And I'll represent to you this is a series of emails I think went back and forth between you and Mr. Garvey, say, around January 10th of 2015.

Does any of this look familiar to you?

A Yes, sir.

Q And if we'll start -- the oldest one's at the bottom. So if we start on the bottom of Page 2, top of Page 3?

A I apologize for that. When you're trying to get old emails and trying to put everything together, everything was not always the right order.

Q What do you mean?

A Well, I mean, like I told you earlier, when I was going back and putting emails together for the LLR, or even for myself, then, you know, some I could transfer to another computer. Some of them had to be copied and printed and then put together.

Q So the emails in the documents you gave us may not be in the right order sequentially?

A Right. You had about 600 pages.

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Q Okay. Let's look at the bottom of Page 2, top of Page 3.
A Okay.
Q There's a Friday, January 9th email from you. This starts, "Can I get back in the house tomorrow?" Do you see that?
A On Page 2?
Q Bottom of Page 2.
A Yes.
Q Okay. And I'm going to walk through -- a lot of these you've already talked about, but you raised some of the same questions about issues that you've identified.

So you asked about the air conditioning unit. And you noticed rust on one of the units; is that correct?
A Correct.
Q You also questioned about the dishwasher.
A Yes.
Q Okay. Then we'll go to the middle of Page 2, Saturday, January 10th email?
A Okay.
Q And then you've got this email that starts with, "Like to take some measurements and check some things?"

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A Ah-huh.
Q So you say you want to make an offer of 145,000 with up to 10,000 in repairs and improvements; correct?
A Yes.
Q What do you mean by "make an offer of 145 with up to 10,000 in repairs?"
A As I told you earlier, I had about $10,000 to work with.
Q When you talked about "make an offer of 145 with up to 10,000 in repairs," what did you envision to pay for those repairs?
A When I'm talking about repairs, improvement, that was money that I had to make those improvements and repairs.
Q Okay. So in this email, when you asked to make that offer, that $10,000 in repairs, as part of the offer, you would agree to pay for 10,000 in repairs?
A And it really wasn't part of the offer. I was just saying let's make 145 as our offer and see if they'll take that so that I would have money to do the things I wanted to do.
Q Okay.
A And some of that, because Jonathan had told me that

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if they did require safety, the rails on the deck, that he'd come throw some up.

Q Okay. So you said up to 10,000 -- I'm going to have you just read that whole sentence.

A "Make offer of 145,000 with up to $10,000 in repairs/improvements to include the deck."

And that was because I did not feel like the deck was safe. I could not see at that point, by the way, the bottom of the deck because of the leaves.

Q And I'm going to ask you -- because in the record, we're not going to be able to tell the difference between your reading something and when you're embellishing. Read it first, and then if you want to add something, that's fine.

A "To be made the week before closing. Attorney to be, to pay/reimburse repairs - buyer to use contractors, et cetera, who they feel comfortable with and will provide ahead of time --"

MS. DRISCOLL: I'm sorry, Ms. Baber. I'm going to interrupt you to keep Mr. Ogburn's idea going of keeping the record clear so that it's not confusing.

Can you start from the beginning and read? Because I don't want what your

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additions were to be confusing in this record.

So if you could just start from the beginning of that email and read so that we are clear?

THE WITNESS: Let me back up, too. Because when we're talking about this 10,000, there was also the 10,000 that I had to be able to put down. Okay. So there were two 10,000s.

So on some of the emails, things are probably kind of thrown together because I do know there were different places, I don't know if here or maybe as I'm reading I'll find it, where I ask him if they could make some of these repairs. And he said, "We don't know. We have to see."

So what this 10,000 could be a combination of both of those, I don't really recall; okay?

Q Okay. Start with "make offer of" and read --

A "Make offer of 145,000 with up to $10,000 in repairs and improvements to include the deck to be made the week before closing with the closing attorney to pay/reimburse repairs. Buyer to use contractors, et cetera, who they feel comfortable

with and will provide that ahead of time to seller for bank approval. Front of house siding to be repaired/replaced and owner windows in den," and I don't know what that means.

Q What does it say? For the record?

A It says "dr." Probably dining room. Because those were sealed shut.

"Carpet to be replaced in upstairs to match the carpet which has been replaced on stairs. New countertops in the kitchen. Replace stove and purchase refrigerator. Repair deck to meet HUD safety requirements. Paint inside of house."

Q I'll stop you there.

A Okay.

Q So on this Saturday, January 10th emails with Mr. Garvey, you're saying the deck needs to be repaired, front of the house siding needs to be repaired?

A Ah-huh.

Q You want to replace the owner windows in the den and dining room; is that correct?

A Let's see. Where's the windows?

Q On the house.

A Front of house repaired or replaced.

So it was not necessary to replace the windows

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at that time. It might have been to repair them. They would not open. So we did not know the condition at that time.

Q Okay. But you recognized there could be an issue with those windows; correct?

A I just thought they -- according to Jonathan, she had sealed them because she had moved. So I didn't think there was any kind of repair issues. It was just we need to have them opened. That was a requirement.

Q And then you were looking to replace the carpet upstairs?

A Right.

Q New countertops in the kitchen?

A Ah-huh.

Q Say yes or no again --

A Yes.

Q -- because she has to write it down.

Replace the stove and purchase refrigerator.

A Yes.

Q And then, again you talk about repairing the deck; is that correct?

A Yes.

Q Okay. Let's go to page -- the first page of Exhibit 5.

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Okay. There's an email about a third of the way from the bottom, Saturday, January 10th at 5:25?

A Yes.

Q Okay. Can I have you read -- start reading where it starts FYI?

A "For your information, lady at appliance place said the oven will have to have a vent above it. Said best would be to probably get a microwave with a vent -- said they don't make that size." Only size -- I don't know what that means anymore. "And no one using burners in the middle of the bar. Let's not forget about fixing ceiling and bedroom where there was a leak and make sure the leak has been fixed. Have a good weekend. I'm available all day [and] tomorrow..."

Q So in this email, you've identified a possible issue with the oven; is that correct?

A The oven at that point, it was just old. And we didn't know how I was -- that was part of my $10,000.

Q Okay.

A Also, I was mistaken in believing that it would be a requirement to have a vent above that. So that was my assumption at the time that I made that

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statement.

Q Okay. But the next sentence talks about fixing the ceiling in the bedroom where there was a leak?

A Ah-huh.

Q So you were aware there had been a leak at some point?

A It appeared to be that way.

Q Okay. Let's look at the top email which is on Exhibit 5, top email, first page, Saturday, January 10th at 9:17 p.m.

I want to look at -- read the -- not the first paragraph, but read the second paragraph.

A "Need to have for the ceiling to be fixed shingles replaced and check for leaks."

Q Okay. What do you mean by shingles replaced?

A If you looked at the house from the outside, and where the leak was in the bedroom, if there was a leak, there was something yellow. There was two gray spots on the roof, if you had gone straight up, which would make sense that maybe that's where a leak was.

So we need to make sure that that had been fixed, if there was, in fact, if it had not been, and those shingles replaced.

Q Okay. And then I'm going to go down to the line

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that starts, "Will be curious about siding." Do you see that?

A How far down are you?

Q I'm about one, two, three, four, five, six paragraphs down, starts, "will be curious about siding."

A Yes.

Q Okay. Can I get you to read that entire paragraph?

A "About siding what they require and I guess things have changed. Inspectors in the past would never have -- would never pass on windows that won't close and, et cetera, like these are."

Q So would these -- were there issues with the windows you're talking about in this email?

A Yes.

Q And what do you remember those issues to be?

A What we've already addressed, that the windows were sealed shut. And according to what I had remembered in the past, then -- and I believe there actually is in one of the information on what the appraiser has to do, all windows -- you have to have at least one window that can open. And it did not appear any window would open.

Q Okay. I'm going give you what we're going to mark as Exhibit 6.

A Okay. Thank you.

(Whereupon, Exhibit 6 was marked for identification and is attached to the transcript.)

Q And give you a second to look at it.

A Okay.

Q Just an email between you and Mr. Garvey from Sunday, January 11th?

A It appears to be.

Q Okay. And it's more -- it's entitled, "Windows." Correct?

A Yes.

Q Okay. I'm going to have you look at the second paragraph.

A Ah-huh.

Q That starts, "Think sellers." So would you read that sentence?

A "Think sellers will have to fix siding patch and we can power wash."

Q So, again, that's talking about repairs that needed to be made to the siding; correct?

A Yes.

Q And we go to the fifth paragraph down that starts, "Appliances."

A "Appliances and installation, fix siding, leaks,

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maybe paint. Appliances, basic stuff and deck will have to be repaired and rails as required by insurance company, roof shingles, et cetera."

Q So, again, you're talking about issues with the roof shingles, the deck, the rails, the siding, leak of the house?

A Based on what it appeared to be from the ground.

Q Okay. Okay. When do you recall first receiving the disclosure statement from the seller?

A I believe it was on the kitchen table when we walked through the house the first time.

Q But you received it about the time you visited the house in January 2015; correct?

A I believe that would be right.

Q I'm going to mark this as Exhibit 7.

A What I recall.

(Whereupon, Exhibit 7 was marked for identification and is attached to the transcript.)

Q I'll give you a chance to look at it.

A I'm good.

Q Now, I want you to look at all the pages in it.

A Yeah, I've done that a lot.

Q Okay. So what is Exhibit 7?

A What's the name of the document?

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Q Well, let's start on the first page.
A Okay.
Q First page of Exhibit 7, is that an email from Jonathan to you on January 10th? It starts, "Here are the disclosures or Rolling Ridge"?
A Yes.
I believe there was more, actually, on another page that also related to that email that they're not together.
Q Yeah. In fact, the email two exhibits back we went through.
A Where they got all mixed. Some of them weren't all together.
Q That's correct.
So this Exhibit 7 email I think is actually also part of Exhibit 5?
A Right, right.
Q And then attached to the first page of Exhibit 7 is what document?
A The South Carolina Disclosure Form.
Q Is that your understanding that this is the South Carolina Disclosure Form you received?
A To the best of my recollection.
Q Okay. And who signs the disclosure statement?
A The seller.

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Q Okay. And what's your understanding of the purpose of the disclosure statement?
A To make you aware of the items which would need to be addressed, if there were issues, that there had to be reports on them.

If there were no reports, then according to Jonathan, these were things that the appraiser would look at, the inspections would look at, because all of these things were issues, then chances are the house would not meet with the requirements for me to purchase the house.
Q Okay. So the disclosure statement is a disclosure by who?
A The seller.
Q And the seller to prospective purchasers; correct?
A Yes.

But it's also -- it's given not to me directly, but it's given to me through my agent.
Q Okay. I'll have you look at Page 3 of the Exhibit 7, which is, I believe, Page 2 of the disclosure statement.
A All right.

Do you want 2 of 5, not 3 of 5?
Q 2 of 5, that's correct. Okay.

What do you understand -- if Ms. Long-Robinson

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marked yes on an item, what do you understand that to mean?

A That those are things that need to be checked, that she believed there could possibly be issues.

Q Okay. Will you list -- will you read all the items that she has marked yes on?

A Water supply, water quality, water pressure, sanitation, water -- well, she's got water, city sewage, pipes. Those weren't marked yes, though.

Roof system, gutter system, plumbing, electrical, appliances, built-in fixtures, mechanical systems, heating systems, cooling systems.

Q Okay. So what items did she mark that she was not aware of a problem with?

A Number B, she put that apparently that she believed that she had fixed the problem.

Q Okay.

A And number 2B.

Q We're talking about just Page 2 of 5 right now.

A Okay.

Q And how about Section 3, number 12. Is that marked no?

A Yes.

Q And that's mechanical systems, pumps, garage door

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opener, filtration, energy equipment safety, other; correct?

A Yes, sir.

I don't even know that the house had any of that.

Q So of the items that she marked yes or no, all but one are marked yes that she believed there were problems with the house; correct?

A Yes.

Q Let's look at Page 3 of 5.

Is there any other items that she marked that she was aware of problems?

A Problems caused by.

And number 5, number 19?

Q Section 5, number 19, that's "problems caused by fire, smoke or water to the property during your ownership?"

A Yes.

Q Did she circle anything on that form?

A Water.

Q To you, is that her disclosing that there had been problems caused by water while she owned it?

A Yes.

The best I can recall, Jonathan believed that was related to Page 2 of 5, number B.

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Q Okay. Section 4, on Page 4 of 5? So what did she put in Section 9?
A Bathroom hose broke. Replace flooring on first level except family room.
Q And what's your understanding of the meaning of that?
A That the bathroom hose broke and they replaced the flooring on the first level except the family room.
MR. OGBURN: Why don't we take a quick break. Is that okay with you?
(Recess held.)
MR. OGBURN: We'll go back on the record. Okay.
Q Ms. Baber, in your lawsuit, you claim that there's fraud in this disclosure statement; correct?
A Ah-huh.
Q I'll get your answer yes or no, remember?
A Yes, yes.
Q It's hard for her to write down ah-huhs or un-uns. So what, in this disclosure statement, do you believe is fraudulent?
A I'm not exactly sure how you're asking the question.
Her failure to provide the reports with that indicated, according to what Jonathan told me, that

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this would go to the appraiser; and if he found anything, then it would be noted and we'd go back and look at that.

And you'll also find that referenced in some emails.

So these things were damages. They were there.

Q Okay. What do you mean by "these things"?

A The things that she marked yes.

Q So there were problems with the house?

A Yes.

Q Okay.

A And so the failure to provide those supposedly, from what I was told, indicated that everything had been fixed.

Q So --

A And, therefore, and also the -- my understanding was the realtor had to also acknowledge that these were yeses, and so maybe fraud's not the right word, but there were errors because there was failure to provide the reports with this.

Q So do you believe that there's anything in that disclosure statement that is inaccurate on its face?

A Without the reports, then I don't know how to

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answer your question.
Q Well, --
A I believe it's accurate from the standpoint of her yeses were correct.
Q Okay.
A Okay.
If you put, then, the failure of the -- to make the report complete, the reports that were needed with it, it is not correct.
Q Okay.
A I may not be saying that right.
Q I think I understand you.
So your claim for fraud is not that she has checked a yes and it should have been a no or vice versa? You believe that it is fraud because there should be additional reports included with this disclosure?
A Yes.
Q Okay.
A And that her answers, for example, and with information with Jonathan, that there were problems. For example, she said the rails were on there when she moved.
Q But that's not in this report; right?
A No. It was in the pictures.

Q You have included a claim for fraud against Ms. Delaney and Mr. Ouzts arising out of this disclosure statement in the lawsuit; correct?
A I would have to go back and look at it.
MR. OGBURN: Mark this as Exhibit 8.
THE WITNESS: Some of my terminology putting it together at the last minute since I believed everybody would be honest and having to do it at the last day.
(Whereupon, Exhibit 8 was marked for identification and is attached to the transcript.)
Q I'll have you look at Exhibit 8 and identify it.
A In here?
Q I'm sorry?
A What do you want me to look at this?
Q I'm going to have you look at -- that's Exhibit 8. I'm going to have you look at it and tell me what it is.
A The complaint.
Q Is that the true and correct copy of the complaint you filed in this lawsuit?
A It appears to be.
Q Okay. So I'm going to have you turn to Page 24.
A Okay.

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Q Do you see your first cause of action?
A Yes.
Q Who is your first cause of action against?
A Seller Tate, Delaney and Ouzts.
Q Okay. And in Paragraph 1, I'm sorry. Read Paragraph 101.
A "Seller and Delaney, acting as seller's agent, executed the disclosure statement knowing that the material information had been omitted from it describing the actual damage to the property."
Q Okay. So the fraud, going back, it's not that it's inaccurate. It's that the reports had been left out of it; correct?
A Yes.
Q Did Delaney sign the disclosure statement?
A There was one disclosure statement that she did sign, but I don't have a copy of that.
Q I'm going to have you look at the last page of Exhibit 7.
A In here?
Q No.

Exhibit 7 is the disclosure statement we were looking at.

A Referring to this page?
Q Down at the top, disclosure of information on

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lead-based paint?
A Yes.
Q Is that the document that Ms. Delaney signed?
A She did sign that one, it appears.
Q Are there other disclosure documents she signed?
A To my best recollection, there is an electronic signature somewhere. I do not have that.
Q On what?
A I believed on this. But I do not recall.
Q Remember, when we read the transcript, we're not going to know what "this" is.
A On the disclosure statement. There was one disclosure statement which I recall -- I believe I recall that she did -- Ms. Delaney did sign it, but I'm -- that's just what I believe. Not necessarily. I do not have a copy.
Q You do not have a copy?
A I haven't found one. It would be customary that as the listing agent, that there would be one somewhere.
Q Well, look at Exhibit 7 again. And on the final page, which is the lead disclosure, are there signature lines for agents?
A Yes. You're talking about --
Q Exhibit 7, the disclosure statement.

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I'll tell ya' what, Ms. Baber --
A This is Exhibit 5.
Q Let's work off the ones for the record. Why don't you set yours over here so we don't get them mixed up.
A So this is 7, not 5.
Q This is Exhibit 7.
A Okay.
Q That's correct.
So I'm going to have you look at Exhibit 7. Other than the lead disclosure that's the final page, --
A Ah-huh.
Q -- is there a signature line for an agent on that document?
A No.
Q But you believe it's customary for the agent to sign the disclosure?
A I would imagine so.
Q Even though there's no signature line on the page for them to sign?
A Or for them to certainly be aware, as is stated above in the above paragraphs.
Q Now, how do you know that Delaney and Ouzts knew that the disclosure statement was inaccurate?

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A How did I know?
Q Yes.
A They are the listing agents. They have gone through the house. It's their responsibility to know the reasons why some things would be marked yes.

The real estate licensing disclose material facts about the property. The real estate licensing knows or should have known about the issue regardless of owner responses to the disclosure.

Q And you're reading off the first page of the disclosure statement --
A I am.
Q -- of Exhibit 7; correct?

In Paragraph 103 of the complaint, you say, "Seller Delaney Tate and Ouzts knew the property was suffering from material injuries and damages and needed significant repairs that were not disclosed."

How do you know that Ms. Delaney and Mr. Ouzts knew that there were repairs that were not disclosed in Exhibit 7?

A It would be their job, as the realtor, to know.

And there are -- as we went along in the

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process, they knew.
Q How do you know they knew?
A Well, I had never talked to them, so I do not know firsthand they knew.
Q Okay. So you didn't talk to Delaney and you didn't talk to Ouzts; correct?
A I did talk to Ouzts.
Q Before you bought the property?
A Before we closed.
Q Before you closed.
Did you ever have a conversation with Delaney?
A I don't recall.
Q Was your decision to purchase the house based on what was in the disclosure statement?
A No.
Q No. Why not?
A The decision to purchase the house was based upon the price and if these items were, if true, then they either had to be corrected or I would have to walk away.
Q Okay.
Did you ever ask the owner to fix any issues with the house?
A She had moved. I don't communicate, as you know, with the seller. My communications would be with

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my broker, with my agent.
Q I understand.
But through your agent, did you ever ask the owner to fix any of the problems with the house?
A I believe we had -- to the best of my recollection, I believe we had some emails where I asked Jonathan to see if they could.
He explained to me that this was a short sale. And it would have to go through the short sale bank. And that she had walked away three years earlier. She had no money to fix anything.
Q What's your understanding of what a short sale is?
A Basically, they're selling it for less than what the value is, has been marked down substantially, probably to get rid of the property. I don't know the exact definition.
Q Did you ever deal with short sales when you worked for Mr. Arnold or the attorneys in Moore County?
A I don't recall.
Q Do you recall when you first put an offer in?
A Let me correct that. I didn't work with any realtors as far as like things like this in Moore County.
Q Attorneys.
A With attorneys.

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I mean, I just went in and did paperwork and stuff. I didn't really -- I was basically like a clerk in Moore County, okay.

Q Do you recall when you put -- first put an offer in on the house?

A January of 2015.

Q Did you ask to sell -- as part of an offer to purchase the house, did you ask the seller to pay for a warranty as part of the sale?

A Yes.

Q Why did you want a warranty on the property?

A Because the age of the house, I felt like it was a good idea. And Jonathan really encouraged it, and I agreed with him.

And the reason the warranty came up is when we first sat down in his office and we were doing the contract, at that particular time some of the realtors in town were offering, like, $200 towards your moving expenses and things like that.

Tate did not have any offers, and so we discussed the home warranty, and that we definitely needed one, we believed, because of the age of the property. And because she had been out for so long.

And so we asked her to -- if she would pay for

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that.
Q Okay.
A And the first contract had that in there; but, like I said, I never got a copy of the paper contract. If you have one, I would love to have it.
MR. OGBURN: 9.
(Whereupon, Exhibit 9 was marked for identification and is attached to the transcript.)
Q I'm going to hand you what's going to be marked as Exhibit 9. I'm going to give you a chance to look through it. Just let me know when you're done.
A Okay.
Q Do you recognize this document?
A No.
Q Does that appear to be your signature on Page 7?
A Yes.
Q And you talk about a paper document. Did you put in an offer to buy the property that was handwritten on a contract similar to this?
A Yes.
Q Could this be that offer?
A It's possible. I was looking through.
Q And take as much time as you need.
A It's been so long ago. We had so many offers. I

know we did the paper contract, and Jonathan told me not to sign the check -- not to date the check until we got the approval.

Yes, because I believe on Page 4 of 8, it says that the seller would pay the $409.

Q And Section 14 on Page 4?

A Yes.

Q And that's the home warranty section?

A Yes.

Q So this Exhibit 9 is the first offer to buy the house. And I'll go back to Page 1.

A It would appear to be so.

Q Okay. Purchase price $145,000; is that correct?

A Yes.

Q And this is the Rolling Ridge property.

And then as you've indicated on Page 4 of 8, you did ask that the seller pay for a home warranty; is that correct?

A Yes.

Q Did the seller eventually buy a home warranty on this?

A I was told she did not.

Jonathan had said -- we talked about exclusively, very -- a lot of discussions -- and decided -- I told him well, it was important

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enough.

He and I agreed that -- he said, well, since he couldn't do anything like the 200 some of the other companies were doing, that he would pay for the warranty. And I said, well, if you don't, I will, because we need one.

Q Okay. You actually asked the buyer to pay for it first?

A But I mean after that.

Q The seller. You were the buyer.

A But after that.

For some reason, the seller didn't pay for it, then he said he would pay for it. And I said, well, if you can't pay for it, then I'll pay for it.

Q Okay. So did you ask for a home warranty because you knew that there were things that were going to need to be fixed?

A No.

He just explained that with the house, the age it is, it had been vacant for so long, it was something that he recommended and I agreed.

Q Did you ever tell Mr. Garvey you didn't have a lot of money to work with?

A He knew I had $10,000 to work with.

Q And that $10,000 was to either make repairs, put down on the cost of the house, or pay for closing costs?
A No. There was another $10,000 to put down, the money I needed for the closing cost and for -- I think that ended up being a little bit -- I think I got back a check maybe about 15, 12, $1500 at closing. I don't remember exactly.
Q So you had $20,000?
A Yes.
Q $20,000, 10 for closing costs, 10 for repairs?
A Yes. That would be my best recollection.

Because he and I went through about -- I got bids on how much it would cost to paint.

I got -- before we even closed, I got -- I wanted to remodel one of the rooms and put a little, like, bunk bed type situation in the granddaughters' rooms that lived with me. I got prices on that.

I, at that point, believed that Mr. Evans was going to be doing that. And I was just in the process of getting some ideas of costs.
Q Did you ever have a conversation with Mr. Garvey about termite inspections or home inspections?
A Yes.

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Q And what were those conversations?
A Those were required.
Q What do you mean?
A They're just another -- they're always required and a part of the loan, and so --
Q Okay. Who said that during the conversation?
A He did.

And it was -- it's a known fact.

Q I'm not asking about known facts. I'm asking about conversations between --
A He did.

We specifically looked at the spot at the front door.

We specifically looked at what was the rotten places on the deck -- I mean, on the deck and on the siding.

We specifically looked at areas which appeared to be rotten.

And that with a -- in South Carolina, based upon the knowledge I already had anyway, a CL-100 is required.

Q Is required by who?
A Fannie Mae on this type of loan.

And also in South Carolina, if a property is only slab, the CL-100 is required.

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And also if you go to any attorney --

Q By who?

A It's a requirement of South Carolina in purchasing a loan, for that loan to be approved, there's certain conditions which must be met.

Q So all that has to do with financing.

A With financing.

Q If you were going to pay cash for the house and not get a bank involved, is a termite inspection required?

A I can't answer that because I don't know.

Q Okay. Did you ever tell Mr. Garvey you didn't want to pay for a termite inspection?

A No.

Q Did you ever tell him you didn't want to pay for a home inspection?

A No.

Q Did you ever tell him that -- tell Mr. Garvey that Mr. Evans would handle any repairs that needed to be made?

A Mr. Garvey told me that. Mr. Garvey told me that Mr. Evans would inspect the house and as -- because of that, that he would include the cost of the termite inspection and the home inspection and the repairs, the $10,000, because he was going to be

doing the work.

Q Since who was going to be doing the work?

A Mr. Evans.

Q So who decided to have Mr. Evans inspect the property? Is that your decision?

A That was just the decision Robert and I -- Robert -- Jonathan and I made together.

He had -- Mr. Evans had been looking at properties. Jonathan would tell me about a house in 2014. He'd send Robert over to check on it.

And like I told you, Jonathan was at the house when he introduced me to Mr. Evans when he came to the house on Goodplace. And he said you don't need to do this house. So I trusted the relationship between Jonathan and Mr. Evans, that we would do what we need to do.

And we always had the option to walk away, which we did, on many houses.

Q Did you ever have any conversations directly with Mr. Evans about either termite inspections or home inspections?

A I don't recall.

I know I talked to him about the things I was finding at the house that -- I wanted to move a wall. I told him the things I wanted to do. And

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he told me that he believed he could do that within the $10,000.

Q Who's your lender?

A Summit Funding.

Q Did you get pre-approved with Summit Funding?

A Yes.

Q Were you pre-approved by the time you made your offer to purchase the property?

A No, I don't believe so.

Q Was it around the time you made the offer to purchase the property?

A To my best recollection, we put in the contract, and then Jonathan contacted Summit Funding. And the process began with that.

MR. OGBURN: Exhibit 10.

(Whereupon, Exhibit 10 was marked for identification and is attached to the transcript.)

Q Do you recognize the document that's attached as Page 2 to Exhibit 10?

A I don't.

Q You don't?

You never seen this before?

A I don't recall this document. I don't believe that's any of the documents that I sent to you.

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Q Do you remember ever getting pre-approved with Summit Funding?
A I don't recall.
Q The first page of Exhibit 10 is an email between Mr. Reynolds and Mr. Garvey. It says, "Pre-approval for Karen Baber."

Do you have any reason to believe this is an inaccurate copy of a pre-approval from Summit Funding?
A No, I did not.
Q Look at the conditions and requirements on Page 2. Do you see where those are listed Number 1 through 10?
A I do.
Q What does it say about termite report?
A Termite report, if applicable.
Q Did it say termite report is required?
A No.
Q It says "if applicable." Correct?
A Yes.
Q Did it say anything about a home inspection?
A No.
Q So is a home inspection a condition for your loan with Summit Funding?
A Yes.

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Q According to this pre-approval letter, is a home inspection a condition of your loan with Summit Funding?
A Not according to that letter.
Q And a termite report is only a condition if applicable; correct?
A No.
Q According to this pre-approval, does it say that a termite report is a condition if applicable?
A If applicable.

MR. OGBURN: Mark this Exhibit 11.

(Whereupon, Exhibit 11 was marked for identification and is attached to the transcript.)

Q I'll give you a chance to look at this. Let me know when you're ready.
A Okay.
Q Do you recognize this document?
A I do.
Q Is this the agreement to buy and sell real estate that was signed between you and Ms. Long-Robinson?
A Yes.

I believe there's another one after this, as well. But I could be wrong on that.

Q What is the date on the signatures on this one?

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A February the 18th, 2015.
Q That's when Ms. Long-Robinson signed it?
A Ah-huh.
Q And how about when did you sign it?
A February 19th.
Q Okay. And that's not a handwritten signature; is it?
A Of mine?
Q Yes.
A No.
Q Did you electronically sign documents in this situation?
A Yes.
Q So that's your electronic signature on the document; correct?
A Yes.
Q Okay. Were there other documents you electronically signed in this transaction?
A Yes.
Q Tell me how that would work.
A Jonathan would send them and say hit the button. And it would put my initials on it.
Q So you would electronically press a button, and it would sign it on your behalf?
A Ah-huh.

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It always bothered me that that's the way things are done now.

Q But you didn't refuse to use electronic signatures?

A No, I did not.

Q So what was the final purchase price you agreed on with Ms. Long-Robinson?

A 145,000.

Q I'll have you look at Page 3 of 8, Section 8.

A Yes.

Q Do you see that's entitled, "Repair procedure"?

A Yes.

Q I'm going to read the first sentence of A. I want you to tell me whether I read it correctly. "Buyer, at buyer's expense, shall have the privilege and responsibility of inspecting the structure, square footage, environmental concerns, including, but not limited to, mold, radon, gas, lead-based hazards including lead-based paints, wetlands study, appurtenant buildings, heating systems, air conditioning systems, electrical systems, plumbing systems, water supply systems, water waste systems, as well as appurtenant equipment or appliances."

Did I read that correctly?

A Yes.

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Q What did you understand that this section gave you the right to do?
A I had the right to have those inspected and to ensure that everything was in good working order.
Q Okay. Based on your understanding of your contract with Ms. Long-Robinson, are you required to have an inspection?
A That's really not her concern.
Q Well, but between you and -- this is a contract between you --
A Right.
Q -- between you and Ms. Long-Robinson; right?
A Right.
Q Do you have to have one?
A Does she think I have to have one?
Q Yes.
A I have no idea.
Q It says you had the privilege and responsibility; correct?
A Right.
Q It doesn't say that you have to have an inspection; correct?
A No.
Q Was an inspection performed on this house?
A No.

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Q Not at all?
A No.
Q Did you ask to have the house inspected when you signed this contract?
A Yes.
It was also a condition of the loan.
Q Is there a deadline to perform inspections?
A Here it had March the 15th of 2015. But it was extended.
Q Did you ever see an inspection of the house?
A No.
Q Why not?
A They didn't get one.
Q Did you ever ask to see an inspection of the house?
A Yes.
Q Before you bought the house?
A Yes.
Q What were you told?
A I was told that it was clear and they could not close the house, the attorney could not. And Summit could not fund the loan without having everything cleared. And that was in the closing instructions to the attorney.
Q And who told you that?
A It was in the closing instructions.

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Q Okay. So, the -- okay.
A And also Jonathan.
Q Who told you that the inspection was clear?
A Jonathan, Summit, and Mr. Gillen.
Q Did you ever ask to see a copy of the inspection?
A Yes.
Q And why weren't you given a copy of the inspection?
A Because they hadn't done it.
Q Were you surprised, with all the issues you had identified in the house that we went through in January, that it came back clear?
A Absolutely.
Q Did you question?
A I did.
Q Do you believe that the appraiser conducted any sort of inspection on the property?
A No. And I know that for a fact.
Q Okay. Well, did you believe it was the appraiser's responsibility to inspect the property?
A It was his responsibility to inspect it according to the terms that he is called for. And if anything is noted on that, then it has to be referred to, then it would have to be further inspections, such as a CL-100.
However, in South Carolina -- and I go back to

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that. And I don't have the code with me. I'm sure that you do. Concerning South Carolina, South Carolina's the number one state in the country concerning termite inspections. And the home inspection, both of those are required.

I don't know if they're required on every FHA loan. They are required --

Q But they're required with the lender; right?

A Yes.

Q They're not required in a transaction to buy a house if you pay cash?

MS. DRISCOLL: Objection to form.

THE WITNESS: Right.

Q Your position is that they're required by the lender; right?

A Yes.

Q Okay. If you pay cash, there's not a statute that says these are required?

A That's information I would not know.

Q Okay.

Who paid for the inspection?

MR. RACINE: Objection.

THE WITNESS: The inspection was supposed to be out of pocket.

Q Paid for by who?

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A It was going to be included in the repairs of the $10,000 which Mr. Evans was doing.
Q So you were going to pay for the inspection?
A Yes.
Q Did you ever get a bill for an inspection?
A No, because it was going to be paid with the $10,000 that Mr. Evans was doing. Doing the inspections and including that in his $2,000.
Q Did you ever pay Mr. Evans anything?
A No.

MR. OGBURN: Mark this as Exhibit 12.

(Whereupon, Exhibit 12 was marked for identification and is attached to the transcript.)

Q Give you a second to look at this document. Do you recognize it?
A I do.
Q Can you tell me what this document is?
A It's part of the settlement statement.
Q Okay. Is this what is commonly referred to as the HUD statement?
A Yes.
Q Is this the HUD statement from your purchase of Rolling Ridge?
A Yes, I believe it's missing a page.

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Q What page is missing?
A There's a page that specifically says the items which you have a right to pay for.

And every time I get something from any of you, that's not on there; but I had included it in my information to you.

Q Is that part of the final HUD? Or is that part of the good faith estimate that you received?
A No, it's part of the HUD.
Q So you believe there's another page that's missing from this document?
A Yes.
Q Okay.

Is that your signature on the first page?

A Did you look at Number 301? Required services that you can shop for, from GFE, Number 6. I do not see that page as attached.
Q But there are no charges listed under 301; correct?
A Those are found on the Form GFE and also through members pages in the closing package identifying --

MS. DRISCOLL: I'm sorry. It looks like maybe there's two 301s. And it could possibly be 1301. Are you looking on the first or the second page?

THE WITNESS: I was looking on the second page.

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MR. OGBURN: Oh, you're correct. It looks like -- second page, do you see how the number goes 800, 900, 1,000?

THE WITNESS: Yeah.

Q 1100. Then it seems to go to 201, 301?

A Right. It should be 13. Okay.

Q Is it possible that the 1,000's been cut on that?

A That's possible.

Q So when you and I have been talking about 301, we really meant 1301?

A Yes.

MR. OGBURN: Thanks for that correction.

MS. DRISCOLL: No problem.

THE WITNESS: And then in the other requirements of the loan closing package, it's identified numerous times.

Q Okay. So you think GFE Number 6 should be incorporated in this HUD statement?

A Yes.

Q Are you aware of any -- can you identify any charges on here for either a termite inspection or a regular home inspection?

A No.

Q They're not listed on this document; correct?

A No.

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Q On Exhibit 12?
A That's included.
No. Not in your Exhibit 12.
Q But it would be on GFE Number 6?
A Yes.
Q If we had that page?
A Yes.
Q Is the appraisal cost listed on Exhibit 12?
A Not on this one. It would be on the attached page.
Q I'm going to have you look at Page --
A On the one we're missing.
Q Look at Page 2 of 3.
A Ah-huh.
Q Look at the 804.
A Okay.
Q What is 804? Line 804 show --
A I thought you asked me. That's the appraisal.
Q So it does show a cost for an appraisal?
A Right. That came out of the $500 deposit that I paid.
Q Okay. It says POC next to the $413?
A Right.
Q What do you understand POC to mean?
A Pay Outside of Closing.
Q So does that mean that that payment was made

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outside the attorneys' closing office?
A Yes. That was the part of the $500 deposit.
Q But the -- and you see the $500 deposit on 704 is POC, as well?
A Yes.
Q Okay.
A Pay Outside Closing.
Q And I think I asked you about the house inspection.
Was it your understanding that you would ultimately pay for the house inspection and the termite inspection?
A That was included in what Mr. Evans was going to do in the upgrades to the house.
Q But, again, you've never paid Mr. Evans anything?
A No.
Q Never received an invoice for either a termite inspection --
A Because he didn't go -- Jonathan didn't go.
Q Let me finish my question, please.
A Okay.
Q You never received an invoice for a termite inspection or a home inspection?
A No.
Q Is Mr. Evans a licensed termite inspector?
A I thought he was. I did not find that out until

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after closing.
Q Did you check to see whether he was a licensed --
A I did not.
Q Again, please let me ask --
A I'm sorry.
Q I take a little while to ask my questions sometimes.
A I apologize.
Q Let me get my question out.
So, what problems have you found with the house now that you weren't aware of that you think would have been identified by the inspection?
A How much time you got? I believe there's a list somewhere.
Q Do you want to look at your complaint?
A No, that's okay. We can just go through them.
Q It might be quicker. Because I think you've got a list in the complaint.
A I know there's a list in the -- in the records and everything I sent you. In requests for documents, yeah.
MR. OGBURN: Exhibit 13.
(Whereupon, Exhibit 13 was marked for identification and is attached to the transcript.)

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THE WITNESS: This is which one?
Q Exhibit 13. I'm going to have you look at that document and identify it, please.
A This is the complaint?
Q No, Ma'am. I believe it's your responses to our interrogatories.
A Okay. Page 12, maybe?
Q Let me get you to identify the document first. Are these your responses --
A Yes.
Q -- to our interrogatories and requests for production?
A Yes.
Q And you're looking at, is it page --
A Page 12.
Q Page 12, Interrogatory Number 4.
We asked you to set forth an itemized statement of all damages, exclusive of pain and suffering, claimed to have been sustained by you.
A Yes.
Q And you listed a response that included Items A through DD.
A Yes.
Q Problems with the house. These are the problems of the house that we've discussed -- that you --

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strike that.

The question I asked was: What problems with the house have you now found that you think would have been identified by an inspection had one been performed?

A Yes.

Q Is the list from A through DD those problems?

A Z would not have been in the inspection. It would have been noted in inspection.

But the inspection would not have done an environmental report. But that would have been triggered by the inspections and by the termite report because the damage had been found.

The others would have been -- had been discovered in the other inspections, yes.

Q Is this -- is A through DD a full and complete list of what you believe are the defects in the house that would have been identified by inspections had one been performed?

A To my best recollection.

But this was done in two thousand and -- I believe over a year ago. And as I have continued to -- I'm not sure that the -- let me look at S. Carpet padding from -- apparently the same leak had been removed.

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I'm not sure if there's a reference here at the time I did this, the termite inspection, I don't think, had been done.

But that would have been -- yeah. P, termite infestation.

To the best of my recollection, that's a fairly accurate.

There may be a few things missing since then.

Q I'm going to have you turn back to the contract to buy the property.

A The contract agreement?

Q Yes.

MS. DRISCOLL: Is that Exhibit 11?

MR. OGBURN: Exhibit 11.

THE WITNESS: Okay.

Q Okay. I'm going to have you look at Page 4 of 8, Section 11.

A Okay.

Q Okay. Who does the contract say will pay for a termite inspection?

A The buyer.

Q And that would be you; correct?

A Yes.

Q You have never paid for one; correct?

A Right.

Well, no, I have. Not before the sale.
Q Yeah. I'm talking about before the closing on the property.
A Yes.
Q But you have gotten a termite inspection subsequent?
A Yes.
Q And I believe I asked you before: Did you ask that the property be inspected for termites?
A Yes.
Q And who did you ask?
A Jonathan was getting that.
It had to be ordered -- to the attorney into Summit before it could be closed.
Q Who did you ask to do a termite inspection?
A I did not.
Q You didn't ask anybody?
A No. I didn't know who to ask. I depended on my agent.
Q So did you have conversations with Mr. Garvey about getting a termite inspection?
A Yes.
Q And it was your understanding he was lining that up?
A Yes.

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Q Did you have any conversations with the closing attorney about a termite inspection?
A Yes.
Q This is Mr. Gillen?
A Yes.
Q What did you talk to him -- what conversations did you have with him about a termite inspection?
A One was required. And he was getting it from -- Mr. Garvey was bringing that.
Q Okay. Did you ever tell Linda Madison that you did not get a termite inspection?
A Yes.
Q Why did you tell her you didn't get a termite inspection?
A Because I was on the telephone with her on the 27th. And she called. And she said, "Did you" -- I had just gotten off the phone with Jonathan saying I wanted to go back to the property. He said we did not have time and that it had been inspected. And she asked about the inspections.

I said, "I just got off the phone with Jonathan. He said I didn't need to go back and look at everything because the inspection was done. He had gotten that. He said I had that. He was

bringing it."

She said, "Have you gotten" -- she was referring to "have you gotten" a copy is what she was referring to a termite inspection.

And I said, "No, I had not gotten it." I was talking about I had not gotten it from Jonathan, not that I had not gotten it at all.

Q Okay. So in your email exchange with Ms. Madison, you were saying that you didn't get a copy of it?

A Right.

Q Okay.

A Because she could not, you know, her thing was she was calling Jonathan because they could not close without it.

MR. OGBURN: I'll go to Exhibit 14.

(Whereupon, Exhibit 14 was marked for identification and is attached to the transcript.)

Q Okay. Ms. Baber, is this the email that we were just discussing?

A To my best recollection, this came from her, so --

Q And this is the email exchange between Ms. Madison and you on May 27th?

A To the best of my recollection.

Q Okay. And in that email inspection, does Ms. --

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email exchange, does Ms. Madison say, "Did you have a termite and home inspection done?"

A Yes.

Q And is the response, "Didn't have termite inspection done"?

A Right.

Q "Did inspection/appraisal and that has been paid for"?

A Right.

Q Did you --

A That was via the conversation that I had just had on Wednesday morning with her and her conversations with Jonathan. Because they were trying to get the closing package together. And if there was not one, then she had to get one ordered.

And I know that factually, having worked for an attorney, the closings that got postponed because we got to closing, it was not one. And we had to postpone the closing to get it.

Q Have you had the house inspected for termites after you bought it?

A Yes.

Q And when did you have it inspected?

A I believe it was officially last year. We have a copy of the inspection. Joe Rigland came to the

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house. He was recommended to me to do some work. From a friend of my daughter's.

And when I moved -- when I was getting ready to go into the house, the house was filled with those little white spider webs all over it. And so before we moved in, I wanted the house sprayed. So he came over and sprayed the house.

And I showed him -- he went through the back door. And we talked about that he did termite inspections. I said, "I didn't know that." I said, I'm waiting on -- I said, "I want to get a bond." It would make more sense to get it from Mr. Evans since he did it. And he said, "Yeah, that's usually what you do, you get the bond from whoever did the inspection." And I said, "Well, I'll go ahead and see if he's going to get me a bond. If not, I'll get it from you."

He and I looked at the places at the front door. And I said, "I thought that would have had to have been written up." They're not going to talk about each other. He just kind of shrugged his shoulders. He said, "Yeah, I'm kind of surprised that was not noted."

He mentioned the deck, the wood rot. He said, "Are you really -- I'm surprised these things were

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not noted."
Q And this is in 2018, last year?
A No. No, sir. This is when he first came to spray the house in -- the first week in June.
Q When did he?
A In 2015 when I moved in.
Q I'm sorry. You wandered a little there. Because you started out by saying --
A Mr. Rigland came to the house in June 2015 when I moved in.
Q To do what?
A He came for the purpose of spraying for bugs and to get rid of the spiders before we moved in.
Q Okay. But this was after you had closed on the purchase of the house?
A Yes. Yes.
Q Okay. And what happened during that meeting?
A That meeting? I showed him the things I was concerned about. He kind of said he was a little surprised that the termite inspection would not have noted those. And I said, "Well, apparently there's nothing there."

And so he -- you know, he sprayed. He came out about -- he did our spray. He came out about every couple of weeks. I told him I never could

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get a copy. I kept trying to get a copy from Jonathan of the termite inspection. He said he would like to see it. Asked him how much it would cost me to get another one. This was months later.

And then last year, after we pulled up the carpet and we found mold and termites, then he came out and did the termite inspection.

Q Okay. So you didn't have a termite inspection done until actually 2018?

A Right. And a lot of that was old damage.

Q Why did you wait until 2018 to have a termite inspection performed?

A Because I spent a lot of money to try to help make the house safe. The back door fell in because it was rotten. People stepped through the deck.

Q Let me ask you about the appraisal.

Was it your understanding that the appraisal was also an inspection in the property?

A There was a checklist they had to do. And it's not as detailed except I did receive an email from -- in 2016 from Ms. Cohens [sic] that said in a Fannie Mae loan such as this --

Q I'm sorry. Let me ask the question again. I think you're getting off my question.

A Okay.

Q Was it your understanding at the time that the appraisal also served as an inspection on the property?
A A type of inspection, yes.
Q And what do you think the appraiser was inspecting -- again, at the time, what was your understanding of what the appraiser was inspecting?
A To determine if all utilities were functioning.

There were certain items that he had to inspect, such as the -- they were marked on there, you know that, for example, that the appliances were working. He had to make a head and shoulders examination of the ceiling. I'm sure you've got the list there. But there were items that he had to go through. And he had to know that there were any defects.

Q Did -- was it your belief that the appraisal served as a house inspection?
A No.
Q At the time you thought an appraisal and a house inspection were two different things?
A Yes.
Q Who performed the appraisal?
A Brian Blue.
Q When did you first receive a copy of the appraisal?

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A I believe it was -- it was either the day of or the day after he went to the house in February the -- I don't remember the date -- 29th, maybe.

MR. OGBURN: Mark this as 14 -- 15.

(Whereupon, Exhibit 15 was marked for identification and is attached to the transcript.)

THE WITNESS: Number 15?

THE REPORTER: Yes.

Q Do you recognize this email?

A I don't recall it, but I'm sure it's correct.

Q Does it appear to be an email from you to Mr. Reynolds, Mr. Garvey, Bob Baber, and Crystal Greene, closing appraisal file?

A Yeah. That came in from Summit Funding.

Q Do you have any reason to believe that you didn't have the appraisal after March 5th?

As of March 5th, you had a copy of the appraisal?

A By the first appraisal. There were two.

Q Two full-blown appraisals, or was there an update on the original?

A There was an update on the original.

MR. OGBURN: Mark this as 16.

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(Whereupon, Exhibit 16 was marked for identification and is attached to the transcript.)

Q Do you recognize this document?

A I suppose it's the one he did first? Would be my guess.

Q Do you have any reason to believe that this is not the copy of the original appraisal?

A By original, you're talking about the one he did in February?

Q The one that you received by March 5th of 2015.

A No, I don't.

Q How much did the house appraise for?

A 100 and -- I don't remember. 156, maybe? 160 something?

Because I know I made the comment that I was surprised that the appraisal -- when I called Jonathan, I said, "Was that good?" And he said yes.

Q So Page 2 of 6 down at the bottom.

A Yes.

Q So it appraised how much?

A 166,000.

Q 166,000. And was that significantly more than you were paying for it?

A Yes.
Q Does that surprise you?
A. I didn't know what things appraised for, so I really don't remember. I don't recall.
Q Do you think you were getting a good deal?
A Yeah.
Q I'll have you look at Page 2 of 6.
A Okay.
Q Do you see down on the left side where it says "reconciliation?"
A Yes.
Q Okay. And then there is a series of boxes where it says, "this appraisal is made" and the first box is "as-is." Do you see those?
A Ah-huh.
Q Are any of those boxes checked?
A No.

Well, "subject to the following required inspection based on...condition [of] deficiency" repairs "utilities being turned on."

MR. RACINE: Objection. That's a misstatement.

THE WITNESS: Pardon?

MR. RACINE: Can you read that again?

MR. OGBURN: Read it completely.

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THE WITNESS: "Subject to the following required inspection based on extraordinary assumption that the condition or deficiency does not require alteration or repair subject to utilities being turned on."

Q And what was your understanding of that language?

A That this was his appraisal. And that he would go back to the property and confirm his findings.

Q All the findings?

A I would imagine. In case he found something that was not correct.

Q What did you --

A I can't tell you what his understanding was. I'm not an appraiser.

Q I'm asking what your understanding was when you saw that.

A I don't know that I paid a whole lot of attention to that particular phrase. I went through the appraiser -- appraisal and was concerned and made my concerns made known to Jonathan and to Summit Funding.

Q So what were you worried about in terms of the accuracy of the appraisal?

A Well, the first thing, the pictures were not made at the time of the appraisal.

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Q Were you concerned about how it described the condition of the house?
A Yes.
Q What worried you about that?
A There were no -- he didn't note any deficiencies. And I didn't understand how that was possible for him to say that -- I have to go back and read it.
Q Did you know there were problems with this house that were not identified in the appraisal?
A I knew from the list I had asked to be checked, and I was told that they would show up on the appraisal.

There's an email from Jonathan which he says specifically, "let's see what the appraiser has to say."

MR. OGBURN: Mark this as 18? Or 17?

(Whereupon, Exhibit 17 was marked for identification and is attached to the transcript.)

Q Do you recognize Exhibit 17?
A I was still on this one. Yes.
Q Can you tell me what Exhibit 17 is?
A It's what I sent to the bond company concerning the appraisal in 2016.
Q Is it a complaint you filed against Mr. Blue?

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A Yes.
Q Did you file a complaint because of what you believed were inaccuracies in the appraisal?
A Yes.
And because water was never turned on.
Q Okay. I'm going to have you look at the paragraph on the bottom of the first page. And I'm going to read some language. I want you to let me know whether I read this accurately.
A Okay.
Q Do you see where it says, "it was not"?
A Which page?
Q The bottom of the first page.
A Okay.
Q I'm going start reading there.
"It was not to be a simple as-is purchase. When I first received a copy of the report, I called Mr. Blue because I was concerned about items which I thought would have been noted. These included but were not limited to a hole I thought I saw in the roof from the outside, two rusted holes in the air conditioner, the rotten and unsafe deck which I did not think met FHA standards, the rotten wood around the windows, windowsills, overhangs, doors and siding, the gutters that were falling

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off, and the water spots in the ceiling."

Did I read that sentence accurately?

A Yes.

Q So when you first got this appraisal, those items, those problems with the house were not listed in the appraisal, and that concerned you?

A Yes.

Q Tell me your understanding of why the water line needed to be repaired.

A I really don't know. I was just informed by Jonathan that there was a leak. And that they were going out to -- he was meeting the -- well, his story changed several times on that.

He told me -- and I cannot find this email. I had requested it back from the LLR.

Q Okay. Why do you think the water leak needed to be repaired?

A Because Jonathan told me there was a leak.

Q Okay. Was it part of a water line into a house? Or was it part of an irrigation system for the yard?

A He said that it -- they spent -- I don't remember.

He said that -- what I recall was that he said he spent all day with Mr. Evans digging up the yard to find the leak and that they had found it at the

water meter.
Q Were you there when the leak was repaired?
A No.
Q Do you know where the leak was repaired? The location of the leak?
A Where it was supposed to have been repaired, yes.
Q Which was where?
A At the water meter.
Q How do you know that?
A That's where Jonathan had identified where it was. And just took out the part that he brought and paid Mr. Evans to repair.
Q Okay. And do you believe the leak was not repaired?
A It was not.
Q Okay. Why do you believe that?
A Because the water department had to come turn the water back off on the 11th of March when they turned it on because there was still a leak.
MR. OGBURN: I'm going to mark this as 19.
THE REPORTER: That's 18.
MR. OGBURN: I'm sorry?
THE REPORTER: That's 18.
MR. OGBURN: 18. I'm sorry. 18.

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(Whereupon, Exhibit 18 was marked for identification and is attached to the transcript.)

Q I'm going to have you look at 18. Have you ever seen that document?

A I have not.

Q I will tell you that this is an invoice I received from Mr. Garvey for repair work done at Rolling Ridge.

A Okay.

Q Do you believe that this invoice is inaccurate?

A I would not know.

Q Do you believe that no work was done out there?

A Depends on what you mean by work.

Q Was -- okay. Well, let me ask you. Was --

A The leak was not repaired.

Q The leak -- was any work performed on the leak?

A There appeared to be.

Q So was there an attempt at a repair?

A I wasn't there. I can tell you what we found when I moved in. But I can't -- I was not there.

Q Okay.

A According to the water department, the leak was not fixed.

Q Was the water department there?

A They were there that morning, yes.
Q They observed the repair?
A They met the plumber and turned on the water. They did not stay while the repair was fixed.
Q What is the prob -- why do you believe the leak was not repaired?
A I can't answer that. I wasn't there.
Q Okay. Was there subsequently a leak on the water line?
A That was the same leak when I moved in as was present when the gentleman -- water tank was there on the 11th of March.
Q Did you have somebody else fix a water leak?
A Yes.
Q Okay. When was that?
A That was -- that would have been around February of 2016.
Q And so after you had been in the house for six months?
A Yes.
Q Were you aware of a water -- any sort of leak in the water line before February of 2016?
A In -- when I moved in, and the water was turned on, the 3rd -- or the utilities were turned on on the 3rd of June.

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The water department came to the house, turned on the water and then turned it off and left a note on my door saying they could not leave the water on because no one was home and the water was running.

I called them and told them I thought the leak had been fixed, and they said, well, something's -- there's a leak.

I called Jonathan. And I said, "Jonathan, they turned the water back off because there's a leak." He said, "Well, it couldn't have been the leak we're talking about because I was there when it was fixed." And I said, okay.

So I called the water department back and I told them to go ahead and turn the water back on and we would have to, you know, I'd have to get somebody out to find the leak.

Q Okay. And this is early June?

A This was June the 3rd.

Q Right after you bought the house?

A Yes.

Q So you turned the water back on. Did you notice a leak between then and February 2016?

A I wasn't in there.

Q You didn't move in the house?

A Oh, I thought you meant 15. Yes, I have a report

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from the water department that there was a UCG port that showed the usage was too much for the number of people in the household and the water being used.

Q So based on that report, you believe there was a leak?

A Yes.

And also, the water department told me that if it was not the leak, if Mr. Garvey was saying that the leak which was present, which when the water department came on the 11th of March, then that meant there was a leak.

In detail, that meant there had to be a leak from the meter to the street, which was county, or it had to be in the street, which was state. And they said, "Mrs. Baber, it's going to take us a good while to get the county out here and the state out here to find this leak." I said okay.

There was a big puddle of water. My front yard looked like a pond. And they got the county out. They got the state out. I don't know the dates on that. And the water bill continued to be, I thought, too high. I was working with the water department on that.

In February, I believe it was, of 2016, I got

a knock on the door. It was the same technician who had been there when this -- on the 11th when Jonathan had said he was there. If he was there, he was not there when the plumber was there and the tech was there.

And the same water tech came to the door. And he said, "Ms. Baber, it's the same leak." He said, "This is the leak we found. I was there."

And besides throwing a tantrum and thanking him very much, I said, "Are you sure?" He said, "Yes, Ma'am."

And I then got one of my neighbors, who's a contractor, to get one of his plumbers to come over, which he did, which you have a video of, which you have pictures of. The pipe that Jonathan described was the pipe area that was leaking. And it was put together by plumbers tape. So had it been fixed? Sure. And as soon as the water got turned back on, it busted.

Q You said that you've still got the piece that was fixed?

A I do.

Q Can you describe what it looks like?

A It's a white little thing.

Q White PVC pipe?

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A Yes. The one he described.
Q Is it an angle?
A I can't tell you anything about plumbing. I don't know.
Q Is it a junction where a couple pipes come together?
A I believe so.
All I know, it's the one that they said it was leaking. It's the same pipe that was leaking when the tech was there.
Q Is it possible that the leak was repaired and then began leaking later?
A Only if that happened the same day.
Q Only if it happened the same day.
A Because the utilities were turned off on March the 11th. So, therefore, the utilities were not on when the appraiser came back on the 12th.
Q Do you have any reason to think that this invoice is wrong and that this work was not performed, showing you Exhibit 18?
A I have no idea. The man's dead, so we can't ask him.
Q Do you know who Ronnie Moore is?
A No. Except that he said that's who fixed it. And that's not who -- let me see the date of that

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again. See, on March the 11th, 2015, is when he says that he paid him.

However, when I met with -- not that they'd admit it, but when I met with Jonathan and Colleen Coesens and Mr. Ouzts in June several weeks later after I moved in and we did the release so they would get the warranty, she asked Jonathan specifically, "Who paid for the part?" Jonathan said he did. He said he paid Robert Evans to fix the part.

So I was not aware of this man or probably until 2016 when I contacted whoever it was with Allen Tate. And then the names of people started changing.

Q Who did you -- who was your understanding -- what was your understanding of who fixed the water leak originally? Not now. Not after you bought the house.

A Originally?

Q Yes.

A Was Jonathan and Evans.

Q Did you ever talk to Evans about it?

A No.

Q In that video you sent us, you tell the guy who does -- who's in the video that you spoke with the

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contractor who performed the repair work.
A Yes, I did.
Q Who was that?
A I talked to the one who said he was supposed to have repaired it.
Q Who was that?
A That would have been Robert Evans.
Q But you just said you didn't talk to Robert Evans about this.
A Okay. I'm not understanding your question.
Q Did you ever have a conversation with Robert Evans about repairing the water line?
A I don't recall. I did talk to him about had he ever been to the house. What date that was, I can't tell you. I don't recall.
Q When did you close on the property?
A May the 29th, 2015.
Q Did you walk through the house prior to closing?
A Not right before it. Jonathan told me we didn't have time.
Q Did you do -- when was the last time you walked through the house before you closed?
A I don't recall.
Q Was it within a couple weeks of closing?
A I doubt it. I don't know.

Q You doubt it? You think it had been more than a couple weeks?
A I don't recall.
Q When you closed?
Did you ever walk through the house to see if the issues that were raised in your January emails had been fixed?
A The last time I walked through the house, the house looked exactly as it did when I first went through the house. And I was told that there were no issues. If there had been issues, the appraiser would have noted them, as would have the inspectors.
MR. OGBURN: 20.
THE REPORTER: 19.
MR. OGBURN: 19. I'm sorry. I'm running late.
(Whereupon, Exhibit 19 was marked for identification and is attached to the transcript.)
Q I hand you what's been marked as Exhibit 19. Do you recognize this document?
A Yes.
Q What is this document called?
A The walk-through acknowledgement.

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Q Is that your signature down on the bottom?
A Yes.
Q And what is the date you signed this?
A On closing.
Q Okay. Does -- do you see where you've initialed at the top?
A I do.
Q It says, "Buyer has completed the walk-through and verifies that the property is in the same or similar condition absent normal wear and tear that it was at the time of the execution of the agreement"?
A Yes.
Q Do you see that?
Had you walked through the house?
A Since I purchased it? I mean, since I did the contract?
Q Before you signed this document.
A Yes.
Q So did you do a walk-through and inspect the house?
A I did a walk-through.
Q You did. When?
A You asked me earlier how many times I've been to the house. I've been to the house numerous times. I've walked through it.

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Q But when -- at closing, you signed a statement you had walked through the house and said the condition of the house is in same or similar condition as when you signed the contract; correct?
A Yes.
Q And when you signed the contract, you were aware of issues that needed to be repaired; correct?
A There were issues which I believe need to be repaired. However, that was subject to the inspections and the appraisals.
Q I'm going to have you look next -- do you see your second initial down?
A Ah-huh.
Q Second sentence. "Buyer accepts repairs and condition of the property"?
A Yes.
Q Were you aware that at the time you signed this document, you were accepting the condition of the house as it was at that moment?
A I believed I was purchasing the house as it was having no defects based on the reports of the agents and the required reports to get the loan. I depended upon the expertise of my agent, Jonathan Garvey, and the expertise and the requirements of the lender and the reports that had to be repaired.

Q Did you ever see any evidence of repairs that had been prepared on the house, I mean, evidence of repairs that had been performed on the house, like invoices from contractors?
A They told me there were none needed.
Q Did you ever see any?
A No.
Q Did you ever see a report from anybody saying --
A No.
Q -- that work had been performed on the house?
A They told me it was not needed.
Q Who told you it was not needed?
A Jonathan did.
Q Did you not ask to see it?
A There was nothing to report.
Q Because there were no repairs needed is what you're saying?
A But that's not accurate. Because there was no inspections done.
Q Who attended the closing?
A I did. Jonathan did. Connie Delaney did. And she signed for the seller and the attorney.
Q Were all of y'all present at the closing at once?
A Yes.
Q Explain to me how the closing happened. How did it

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work? You walked in. You sat down and what happened?

A The attorney went through the papers. This was handed to me by -- this was not in the closing package.

Q By "this," we're talking about Exhibit 20?

A Yes.

That was handed to me by -- as we were getting ready to leave. This was handed to me by Ms. Delaney. She did like that after saying, "sign that." That was not part of the closing package.

Q Okay. Did you read it before you signed it?

A She just said she needed me to sign another one.

Q Did you read it before you signed it?

A Yes.

MR. RACINE: Just to be clear. That's Exhibit 19.

MR. OGBURN: Oh, it is. I'm sorry. She labeled it 20. Thank you. No. No. Ms. Baber had labeled it 20. You got it correct, 19.

THE WITNESS: Thank you. Blame it on me. I'm old. So says my grandchildren.

Q So all three of you, all of y'all were in the room together. Mr. Gillen walked through the loan documents?

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A Yes.
Q And you signed the documents?
A Yes.
Q And Ms. Delaney signed on behalf of the seller?
A Yes.
Q And Mr. Garvey was present.
A Yes.
Q Any other agents besides Ms. Delaney and Mr. Garvey?
A Not that I recall.
Q Okay. So you did not appear an hour early for the closing?
A I don't know. They kept changing the time schedule on us.
Q You didn't execute the documents before Mr. Garvey got there?
A No. He was sitting right to my left.
Q Okay. You didn't meet him in the parking lot as he was arriving after you had signed all the documents?
A No. He was sitting right there. Because when I went up to get up to leave, I said, "I'm going to go ahead and call Robert and see if he can meet me at the house to get the windows open."
Q After the closing --

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A Or at least that's my recollection.
Q Did you sign any documents after the closing?
A What documents are you referring to?
Q Mr. Garvey send you anything to sign after the closing?
A I don't recall.

MR. OGBURN: I'm going to mark this as Exhibit 20.

(Whereupon, Exhibit 20 was marked for identification and is attached to the transcript.)

MR. OGBURN: I'll go through this, then we'll take a break.

Q Are you ready?

Do you recognize Exhibit 20?

A Not really. But I'm sure -- I would imagine it's correct.
Q And we talked about you electronically signing documents?
A Yes.
Q Is this your electronic signature on this document?
A I would imagine.

MR. OGBURN: Did -- let's take a short break.

(Recess held.)

MR. OGBURN: Go back on the record.

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Q Okay. So we're starting now after closing. So you own the house.
A Okay.
Q When did you first discover problems with the house that needed to be repaired?
A When I moved in the first week.
Q Okay. And what problems did you find that first week?
A Gosh. Air conditioning unit was not working, the one that I had asked about the holes. The range didn't work. The -- all the lights didn't work. Of course, we've already mentioned about the water because the water department had shut it off on the 3rd.

The toilets didn't work. The neighbor came over, and he's a contractor, and wanted to know if I wanted him to go ahead and put a roof on the house, and I said it didn't need one. And he said uh, yeah, it does. He said, "You don't see the holes up there?" I said, "Yes, but they told me that had been fixed." He said, "No, it wasn't."

There was a leak. We started changing light bulbs and putting lights in. And the fixtures didn't -- many of the light fixtures didn't work.

We turned on the dishwasher, and all of a

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sudden the floor got flooded. And that's because the disposal was held up by tape, the same plumber's tape that we ended up finding out later was the same tape that was on the leak in the front yard.

Q And all these were within the first week of buying the house?

A The first few days.

Q Okay.

A Let's see. What else?

I couldn't get any of the windows opened. So I kept calling Mr. Evans and saying: Can you please -- it's not safe. And I had left him a message and said the appraiser or something requires that at least one window be able to be opened, and I couldn't find any opened. So I said at least tell me what window got opened.

When we started, you know, cleaning off the deck, we found -- because there were so many leaves, we found that the deck was, in fact, rotten. One of the movers stepped through a hole. The um, I have to, you know --

Q So a lot of those issues that you've just listed, and I've taken a shorthand list of them, are kind of the things that you had put in your January

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emails; correct? That the air conditioning --
A Right.
Q You got the roof, got leaks.
A Right. Also Paul said -- the list --
Q The windows, the deck?
A Right. The list I gave to Jonathan. The list I sent over to -- I talked to Summit Funding about.
Q Yeah, the things that you complained when you filed the complaint on the appraisal?
A No, no. This is before. This is during the process. You'll see an email where I called Mr. Blue and I wasn't supposed to. And then I called over to Summit Funding, and they wondered if he had appraised the wrong house.

MR. RACINE: Objection.

THE WITNESS: Pardon?

MR. RACINE: Objection.

MR. OGBURN: You can keep answering. He's doing that for the record.

THE WITNESS: Okay.

And so that's when -- you have the email where Summit -- so we're going to make sure Jonathan has a copy of the disclosure form and to go over all this with the appraiser when he goes back out to make sure everything's okay.

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Q Okay. But all these are -- my question was --
A I thought that was all fixed.
Q But it was stuff you had identified ahead of time?
A I questioned, and they said everything was good.
Q After closing, did you demand to meet with Allen Tate?
A At some point, yes.
Q Okay. Do you remember in June demanding a meeting?
A Yes.
Q Okay.
A And also you asked me about the air conditioning guy came out. And he called Robert Evans from the property. And that's when I found out that Robert -- that Evans knew nothing about any of this.

MR. OGBURN: So I'm going to label this as Exhibit 21.

(Whereupon, Exhibit 21 was marked for identification and is attached to the transcript.)

Q Do you recognize this email?
A I really don't. But it appears to be correct.
Q Do you have any doubt that this is a copy of an email you sent to Mr. Garvey on June 27th?
A No. Because we were setting up a meeting with

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Ms. Cohens.

Q It says, "Emails and texts can be misunderstood, so I'm coming to the meeting in good faith and believing we can work this out."

A Yes.

Q So who were you -- who did you understand you were going to meet with at the meeting?

A Jonathan and Ms. Cohens.

Q Ms. Coesens?

A Was it Coesens? Whoever the -- Colleen?

Q Colleen Coesens, who's a Defendant in the lawsuit; correct?

A Yes. She was the right girl.

Q What did you want to talk about at the meeting?

A How many things were wrong. And also that I had not gotten the home warranty because I thought, well, maybe some of these things -- Jonathan explained to me it was real important to get the home warranty the day of the closing because then things got covered immediately. Otherwise, I think it was like a 30-day wait.

And so I thought, well, since they didn't find anything in the home inspection, they didn't find anything in the termite inspection, and the appraiser didn't find anything, then it was just

one of those -- everything had just happened, you know.

Q So did the contract between you and Ms. Long-Robinson provide for a home warranty?

A We've discussed that.

Q Well, I'm sorry if I'm asking it again.

A Yeah. The original contract, it did.

Q The original offer did.

A Right.

Q How about the one that you signed?

A Not the one, no. I was going to pay for that if Jonathan did not.

Q Okay. So, in the Exhibit 11 contract --

A Right.

Q -- if you look at Section --

A This is not the first contract. This contract doesn't have that.

Q Exhibit 11 is the one that we looked at that had your electronic signature.

A Right.

Q And on Section 14 --

A Right.

Q So the contract does not contemplate a home warranty; right?

A That's correct.

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Q Okay.
A The one that actually got processed, yes.
Q Okay. So what was your understanding of who was going to pay for a home warranty?
A Jonathan said he was going to pay for it, and I said, "If you don't, I will."
Q Okay.
A Because he explained to me the importance of it, and I agreed with him.

MR. OGBURN: I'm going to mark this as Exhibit 22.

(Whereupon, Exhibit 22 was marked for identification and is attached to the transcript.)

Q Do you recognize Exhibit 22?
A I do.
Q Is that your signature on this document?
A It is.
Q Did y'all meet on or around July 1st of 2015?
A I think the meeting was actually before that.
Q Okay.
A Right before --
Q So did you --
A Sometime around -- I think it's probably the Monday after June 27th.

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Q Okay. Did you sign this Exhibit 22 at the meeting, or later?
A No, that was later.
Q Okay. Tell me about the meeting, then. What happened during the meeting?
A We went to the meeting, and I explained everything that was going on and that, you know, everything that I had concerns about.

I did not understand why these things were not found on all the inspections. Ms. Cohens said that she would get me a copy of the CL-100. There had to be one.

Jonathan did not say a word. Robert Ouzts did not say a word. And I know now that they both knew there was not one.

And she went over everything. And she said, "I just never heard anything like this." And I said well, I don't know. I'm concerned that with the things going on, I'll have to wait 30 days to see if they'll -- you know, to get the air conditioner fixed, to get the stove fixed based on how Jonathan explained to me that the home warranty would work.

Q And then so did y'all talk about somebody buying a home warranty at that meeting?

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A I believe so.
Q Did Allen Tate offer to pay for a home warranty?
A Yes.
Q Okay. And did they pay you for a home warranty?
A Yes.
Q And did they ask you to sign Exhibit 22 in exchange for that payment?
A Yes.
Q Did you read Exhibit 22 before you signed it?
A I did.
Q Did you buy a home warranty with the money you received?
A I did. I did.

MR. OGBURN: I'm going to mark this as Exhibit 23.

(Whereupon, Exhibit 23 was marked for identification and is attached to the transcript.)

Q Do you recognize that document?
A Choice Home Warranty, yes.
Q Is that an email you sent to Mr. Garvey, enclosing a copy of the home warranty?
A I don't recall.
Q Do you have any reason that that's not an accurate copy of an email you sent to Mr. Garvey?

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A Probably not. I don't know. I can't answer what I don't remember.
Q Okay. Do you have any reason to think this isn't accurate?
Let me take it back.
A I guess the reason I'm questioning it is because I didn't sign an agreement with them until the 1st of July. And this has a date on it, because I had already called Home -- Choice Home Warranty to find out the price, and they told me if I go ahead and pay 38.75 and then I had to pay the balance, which was what this was for.
So the dates were just different. That's why I really don't recall.
Q Okay. Do you have any reason to think this isn't a copy of the home warranty you bought?
A No, because it is Choice Home Warranty. I've used it many times.
Are you going to ask me more questions about it?
Q Not right now.
A Okay.
Q What's your understanding of the effect of Exhibit 22? The release.
A That they were going to honor Jonathan's promise to

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pay for the warranty.
Q Okay. And they paid you money that you used to buy a warranty; correct?
A Correct.
Q And in exchange, you were doing what?
A Sign away my last child and everything else.
Q Giving up all rights and claims against them?
A Yes.
Q Why do you believe that this isn't effective?
A Because, number one, I wasn't the seller; I was the buyer. So that document itself is wrong.

Then also at that meeting, they were fully aware -- at that meeting, I believed there to be a termite inspection, which she was going to go get me. I believed there to be a home inspection of which Connie Cohens, she left the meeting, she said, "I will go get you those. You had to have had them. You couldn't have closed without them." She said, "This is unfortunate."

So when I signed it, I didn't even have my glasses on. I came in. The guy was out in the car waiting to go purchase the air conditioning unit because it was 105 degrees in the house. And I walked in. She handed me the check. She said, "I need you to sign this." Did I read it? No.

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And it never occurred to me that at that point that there was no termite inspection, that there was no home inspection, and that there was a fraudulent appraisal.

Q But you had an agreement where if they bought you a home warranty, you would sign a release?

A Right.

And when I discovered it was based on fraud --

Q What's the fraud? They bought you a home warranty. You signed the release.

A They did.

Q Where's the fraud?

A I think we'll probably get there.

Q No. I'm asking you. Where's the fraud?

A What's the fraud? The fraud is -- the first place was they did it under false pretense.

Q What false pretenses? They paid you the money.

A They paid me the money.

Q You signed a release.

A I did.

Q What's the false pretenses?

A Because when we sat there, we discussed the termite report, the home inspection report, and that this was simply an unfortunate situation that happened. And they were -- basically their apologies that

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these things did not show up on the report.
Q So the HUD doesn't show a termite report?
A Yes, it does.
Q I'm sorry. We'll go back.
A No. Remember, the page is missing.
Q You think the HUD would be showing on GFE Number 6?
A Yes. And it's also about 10 different pages in the closing documents.
Q You had not paid for a termite inspection. You never paid for one.
A No.
Q Never paid for a home inspection.
A No.
Q And yet at this point you think there was fraud about those with regard to this release?
A Yes.
Q Did you file a claim with the home warranty?
A Yes.
Q Were any of the issues of the house fixed under the home warranty?
A Not at first, no.
Q How many of the issues have been fixed?
A None of the ones that were on the list because they were pre-existing. And, therefore, when they came out to fix the oven, when they came out to fix the

dispose-all, those were items which they would not pay for because they were pre-existing. And they said those should have been known. They would not pay for the air conditioning unit.

Q Let me shift gears.

We've already talked about you've never spoken with Connie Delaney; right?

A No, I have spoken to Connie Delaney.

Q Okay. When did you speak to her?

A I don't recall. She was the original listing agent.

Q Did you talk to her in your process of buying the house?

A Yes, but I don't remember exactly when.

It was really confusing when I went to sign the contract because apparently there was some internal communications that if she was going to be the -- because I asked Jonathan because it was some form where both Delaney and Robert Ouzts signed to be co --

Q Co-agents?

A Co-agents, yeah. And I didn't really understand any of that. And I didn't feel like that was any of my business.

And so there was, at some point, conversations

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with her at that point. But I don't recall what all they were.

After that, if -- the communications were with Robert Ouzts who took over as the seller's agent and Jonathan.

Q Did you ever have any emails with Ms. Delaney?

A I don't recall.

Q Did you ever talk directly to Mr. Ouzts?

A Yes.

Q What conversations did you have with Mr. Ouzts?

A I don't recall all of them. I know they're conversations about the issues of the house, like if I couldn't get Jonathan, getting in the house when I wanted to get back in, he didn't say a word at this meeting, not one word.

Q By "this," meaning -- you mean the meeting --

A With this.

Q -- where you negotiated the release and got the --

A Yeah.

Q -- got the payment for the warranty?

A He didn't say one word when she said, "Well, I'm going to go get you the copy of the CL-100."

Q I'm going back to what other conversations you did have with him.

A The conversations I had with him would have

probably been when I couldn't get Jonathan about the -- because some of the emails in the docu -- e-doc thing would come in from him.

Q Okay.

A So I'm sure at some point we had conversations.

Q So he asked you to sign things?

A Yes. Yes.

Q In your complaint, you have a claim for conspiracy. How do you believe that Ms. Delaney and Mr. Ouzts were part of a conspiracy to harm you?

A Well, on July the 1st or June when I had that meeting, at that point all of them were fully aware.

And if you go back and look at your closing package, they signed numerous documents saying the closing package was accurate. And that if it was not accurate, within 48 hours this included the attorney, and you got documents relating to papers that the realtors signed, as well, were to report it.

They were aware at that point that there was not a CL-100. They were aware there was no home inspection. They were aware -- Mr. Ouzts is the one who had turned the water off and on and put it in his name. Turned it off.

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No, they were fully aware that there could not have been an accurate appraisal. They were fully aware that even the pictures in the appraisal were not pictures that should have been in there.

Q But they were representing the seller; right? They were representing Ms. Long-Robinson as part of the transaction?

A Yes.

But they represented Allen Tate. And you asked me about a conspiracy.

Q So how did "they" know? How did the two of them know?

A They were the listing agents. They would have known what the property condition was.

Q But how would they have known what was in the appraisal?

A Because they got a copy of the appraisal.

Q How would they have known it was inaccurate?

A Because I sent all of them messages that it was.

Q How do you know that they knew? You keep saying it like definitively. Not they should have known. You said "they knew." How do you know that?

A There's a disclosure form which they, as the seller's agent, got from the seller.

Q Yes.

A Right?
Q Ah-huh.
A Okay. Those were deficiencies which she said, hey, this looks like an issue.
Q Yes.
A All right. Okay.
Q The seller identified?
A The seller identified those.
Q 13 problems with the house?
A Right.

So they, as their responsibility, as they're her agent, they would know and should be able to relate what was wrong with the property.

The other thing is, is -- where's my note here?

Q Hold on. Let the record reflect she's reading off notes she has brought. What are those?
A You got this. This is the list of the witnesses.
Q May I look at that, please?
A (Document tendered.)
Q Is this part of -- I'm not saying I didn't get it. I just don't recognize it.
A Yeah, you asked me for a list of witnesses. And their names are on the witness list. I don't know. I don't think all the information is.

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Q So are you talking about in Exhibit 13 where I asked you to list all the witnesses? Probably be Question 1?
A Yes. Michael Kelly. And other realtors.
Q Okay. So that's it.
So this document you've just handed me is what?
A That's notes.
Let me see what it is.
MR. RACINE: Let's just mark it as an exhibit.
THE WITNESS: This should be in your 600 pages.
MR. OGBURN: Okay. Do you mind if we copy it and mark it as an exhibit?
THE WITNESS: No, not at all.
MS. DRISCOLL: I'll find out.
MR. RACINE: Is that Exhibit 24?
THE REPORTER: That would be 24.
(Recess held.)
(Whereupon, Exhibit 24 was marked for identification and is attached to the transcript.)
THE WITNESS: Do you want me to go on now?
Q I'm sorry. You started to read from this document.
A Okay. I apologize. Yeah. With real estate, as

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I'm sure all of you know, you have meetings about your properties. You have meetings about the issues.

One of the things I'm asking you for, of course, is the copies of contracts pro forma. The reason I was contacted after I moved in by Michael Kelly and by other realtors with Allen Tate is because this property had been discussed in sales meetings and the issues and the difficulty of selling this property because of all the issues.

I do not believe that they -- it would have been -- it would not have been prudent for them, as a listing agent, to not have fully discussed with the seller each reason for the yes answers. And so yes, I believe they knew.

So are we putting this as an exhibit?

MR. OGBURN: Yes.

MS. DRISCOLL: Exhibit 24.

THE WITNESS: What number is it?

MS. DRISCOLL: 24.

THE WITNESS: I will probably have to go through these exhibits with you because I'm all wrong.

Q So I'm looking at the fourth cause of action in your complaint, and I'm more than happy to direct

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you to it, but you said that Mr. Ouzts represented to you that the loan from Summit had to include a CL-100 and a home inspection report.

A Yes.

Q Did you have conversations with Mr. Ouzts about that?

A I must have.

Q Would you have had conversations with that prior to buying the house?

A I don't recall.

My answer probably best I would recollect would be yes. If I couldn't get through to Jonathan because all of them -- he was the listing agent. Then you've got the -- yeah. You know, she was the, Delaney was the listing agent. He became the selling agent. And these were requirements of the loan commitment.

MS. DRISCOLL: Objection to form.

Q It seems a little weird to me that the selling agent be talking to you about your loan to buy. Were you having conversations with him about the financing you were getting from Summit?

A I don't recall.

Q How many conversations did you have with him?

A I have no recollection. I don't know.

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Q Did you have any --
A They all worked for Allen Tate.
Q Do you recall any conversations with Mr. Ouzts prior to buying the house talking about the requirements of your loan?
A Best I can recall, I did. I don't know what the specific comments would have been.
Q You might have had a conversation with him about the loan, but you do not remember what y'all talked about?
A If it was about the loan, it would have most likely have been about the requirements that we had to get before we could close.
Q And this is a conversation with the agent representing the seller of the house?
A As an agent for Allen Tate.
Q I understand that.
A Yes.
Q But he is representing the seller of the house in this transaction.
A Right.
Q And he's talking to you about what you are going to have to do to get a loan from your lender?
A I don't recall the specifics.
Q So you don't recall anything about this

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conversation? You're speculating.
A I do not recollect what the conversation would have been.
Q Okay. Did Mr. Ouzts ever send you an email?
A Yes.
Q Let me ask -- let me finish my question.
A Okay.
Q Did Mr. Ouzts ever send you an email that outlined the requirements you'd have to satisfy in order to get a loan on the property?
A I don't recall.
Q So you don't remember ever getting one?
A I said I don't recall. I'm old.
I take that back. I do recall getting emails from him, but I don't remember when in the process it was.
Q We talked about you got emails from him that had documents that you needed to sign?
A Yes.
Q But you don't remember getting an email from him discussing the requirements you had to satisfy in order to get a loan from your lender?
A I don't recall.
Q Okay. I'm going to look at Paragraph 112 of your complaint. This is looking back at Exhibit 8,

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Paragraph 112 on Page 25.
A Okay.
Q Do you see that?
A Which one? Which item?
Q Paragraph 112.
A Okay.
Q Start with A.
A Ah-huh.
Q Your allegation is that Mr. Garvey made these representations to you. One is that he had obtained a CL-100.
A Yes.
Q When did he make that representation?
A After the loan had been approved and that he would get the reports.
Q Okay. When did he make the representation to you that he had engaged Evans?
A That was through the entire process.
Q And I'm looking at B, I'm sorry.

Okay. When did he represent to you that the CL-100 and the home inspection report showed the property was in good condition?
A When he said nothing came back on them.
Q Okay. When was that? Before you bought the house?
A Yes.

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Q How long before you bought the house?
A Well, the inspections and smart report and inspections, they got ordered after the loan was approved and Gillen got it. So that would have been probably -- we postponed closing several times.

I think the first closing was going to be scheduled for the end of -- probably the end of March or the first of April where we had to postpone it because it was so close to the tax time. They made me get my tax return done before they would close the loan.

Q So do you believe he made those representations before the end of March?
A That he was going to obtain them?
Q No. That they were -- that the property was in good condition?
A You're talking about Evans?
Q No. 112C?
A Okay.
Q You say Garvey made the following representation: That both the CL-100 and the home inspection report showed the property was in good condition.
A I don't recollect exactly when he said that. It would have been whenever they got ordered, which

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would not have been until the loan was getting ready to close. Those aren't usually ordered until that point.

Q You don't usually order them until you got the financing?

A Before you know it's going to close. You don't want to spend the money to do that. At least I thought so.

Q Did you ever ask for copies of the report?

A Absolutely.

Q Did you ask for copies of the report prior to closing?

A Yes.

Q Why did you close if you had not seen copies of the report?

A Because he said that -- Jonathan continued to say that it had to be clear or it would not have closed, that nothing -- pretty much the exact quote from him was it had to be -- if it was within certain parameters, it did not have to show as a defect.

And I remember telling him -- I think there's even one email that says this, that says well, a lot's changed, then, since I remember being in real estate.

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And there's an email that you have, as well, that's from Summit Funding and also one from Colleen Cohens. But I think that was after the fact, which she said a Fannie Mae loan, which is considered --

Q Well, you kind of wandered from my original question.

A Okay. Tell me your question.

Q Okay. I'm just going to move on.

In your experience, when you were closing loans for Mr. Arnold, did the purchasers have copies of the reports at closing?

A Most of the time. Especially if -- if there was a defect, they, yeah, absolutely had to sign off on it.

Q Did you ever speak to anyone at Allen Tate other than Mr. Garvey, Mr. Ouzts prior to your buying the property?

A Connie Delaney.

Q Anybody else other than those three?

A I don't recall.

Q I'll ask you some questions about what you want out of this lawsuit.

Now, we talked about your buying the property as-is. Did you believe that in buying the property

as-is, there would be things you would need to fix?
A The property as-is was contingent upon the lender's approval.
Let me finish.
A Fannie Mae loan is a very specific loan, and it's the only one I qualified for. It's very specific and is considered a move-in process, which means the person -- you've got disclosures, I'm sure, about my financials. I had very limited income. I had very limited money to fix anything.
So it has to be where it's move-in ready, for the person purchasing this under a Fannie Mae government insured loan cannot -- does not have the ability to take on financial risk of fixing a house.
I believed all those conditions had to be met. In the closing package, which I received a copy of the pages, it stated specifically to the loan processor for Summit Funding: Do not process this loan without the termite inspection.
MS. DRISCOLL: I'm going to object to this line of testimony.
Q And you're getting off my question. Let me ask you the question again.
A You're asking me about the house, in my mind, okay,

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was you said what was it? As-is?
Q My question was: You're buying an as-is house. Did you think that there were things that you were ultimately going to have to pay to fix?
A No.
Q No. You thought when you bought -- when you walked in there, that you would not have to pay to fix anything?
A Correct.

And I won't go into why because you already know why.

I was walking into that house, I already had contractors ready to come over to fix the girls' bedrooms, to paint the house, to do the -- you know, to do the upgrades that I wanted to do to make the house ours.

Q Ah-huh.
A Not fix things.
Q So you believed any money that had to be paid would be to improve the house?
A Exactly.
Q Have you performed any work, any repair work to date, that you believe the Defendants in this lawsuit should pay for?
A Yes.

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Q Okay. What is that?
A Everything that should have been reported that I found in there.
Q Let me turn back to the interrogatories and the list of damages. A through DD, I think.
A Which number?
MR. OGBURN: It's Interrogatory Number 4 on the -- y'all see which ones?
MR. RACINE: Page 12 of Exhibit 13.
Q Exhibit 13. Sorry. It's at the bottom.
A I think I have them out of order. I don't have a 13.
I have a short memory. Is there a Table 1? I'm sorry.
Q There's Exhibit 13. Page 12. Any of these items in A through DD, have any of them been fixed already?
A Can I just kind of go over them and talk out loud?
Q Yes, that's fine.
A The roof has been partially replaced. We had a little hail storm last year, and State Farm was shocked that the condition it was in because she says they didn't -- but they did -- said that partially replaced. They would not replace all of it because they said they had replaced it earlier.

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So the holes were there.

Replaced the doors and all the rotten seals, yes.

Rotten deck, yes.

Q So you hired somebody to fix that? Number B, replacement of the doors and rotten seals?

A Yes. I've gotten partial of them replaced.

Q Okay. Do you know who fixed that?

A Yeah. Taylor, the doors.

Well, the rotten seals had not been totally replaced. They're still -- the wood underneath that has not been replaced. The window started falling out. So that was a Taylor Home Improvements. That's how I met Mr. Rigland.

Q Okay. So have you given us the invoice showing what you paid?

A As much as I can. I'm having to go back and get all that because it was done in parts where I paid him the labor, where I paid -- I ordered the doors and windows myself like from Home Depot and tried to get good prices on them.

So it was a process. Everything wasn't done at one time. Like the back door had to get -- when it fell in.

Q Okay. How about the deck? Have you paid to fix

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that?

A It's partially fixed. I did -- it doesn't have the sealer on it to protect the wood, but it's been done.

Q And who fixed that?

A The Taylor, same people.

Q Okay. Keep going. What other things have been fixed?

A Adding the rails to the deck.

Q Who did that?

A Same gentleman. I have forgotten, let's see. Same person did some of that work.

Q Which work are you talking about?

A E.

Q Okay.

A And then also the gentleman who fixed the leak, he worked for Eddie Simmons, who lives across the street. They came over and helped with some of this.

So sometimes it was they came over and also did that. He has several different companies.

Q Are you still talking about E?

A Yes.

And, well, also the windows and things like that, too.

The roof was replaced by -- I forgot the name of the company. You got it in your notes.
Q You said State Farm paid for that?
A They paid for part of it.
Q Okay. Did you pay for part of it?
A Yes.
Q Do you know who did the roof?
A It's on my list of witnesses.
Q Well, you can look on Exhibit 1, then. Your list of witnesses is -- I'm sorry. Not Exhibit 1.
A I sent you all the invoices on those in the bids and everything.
Q I'm sorry. It's Exhibit 13. Question 1. Because you got all your witnesses.
A I remember going through it. Oh. Mario Vargas.
Q So he did the roof?
A Ah-huh.
Q Okay. We're down now I think to F? Page 12?
A Replace downstairs.

The first unit that Jonathan called Evans and said, "do something cheap," that was -- where was my list of witnesses again? That's one of the people you subpoenaed. Robert. Can't find him. Talked to Robert. I believe that was.
Q But that has been fixed?

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A That one has.
Q Have you given us the invoice for that?
A It's in there. I did.
Q How about hot water heater?
A Hot water heater was the Rock Hill -- York County Gas Company.
Q So that has been fixed?
A Yeah.
That had to be fixed because they said if I didn't fix it when they turned on the gas that I'd have 40 gallons of water in my house.
Q And have you given us --
A Yes.
Q -- the invoice showing us where that's been paid?
A You should have that.
And also I had to put a down payment and I made payments on it. And it's paid off.
Q H, garbage disposal. Has that been fixed?
A Yes.
That was the same gentleman. That was Bill Frederick. He's the one that had the Taylor Company.
Q Okay. So that's Taylor?
A Ah-huh.
Q Okay. Upstairs, I, repair water damage in upstairs

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bedrooms. Has that been fixed?
A Yes, Mr. Frederick did some of that.
And I don't have the name of the school teacher that came over and painted and sanded some things for us. So I'll have to get that for you.
Q And that's Bill Frederick did some of it?
A Yes.
Q How about the oven?
A The oven has not been fixed. I did use Choice Home Warranty with that. I had them come out. And they said that the heating unit, it was so old that they gave me $50 to replace one part to maybe make it heat more. That was the oven.
The range has not been fixed. That's the one that was rigged with putting fake burners on the right-hand side. And it's not working at all now.
Q How about electrical work? Medell?
A You've got the bids on that. We had some work done.
That's going to be a massive undertaking. It's probably going to have to be, according to -- you've got a gentleman's name here. I know he's on list of witnesses. Ryan? Do you see his name on here? I know it's here. Brian Grissom. It's on Page 5.

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Q Brian Grissom did the electrical?
A He will do the electrical. I had just different people come out through Choice Home Warranty.

Most of the time Choice Home Warranty would not fix it because it would -- where someone had come in and rewired things.

Q Is that electrical work been done, or needs to be done?
A No. It's only a few things have been done. It needs to be done.
Q Rotten wood on deck, M. Has that been fixed?
A That's been fixed.
Q Is that Taylor?
A Yes. He did some of that. And then also a gentleman. Tom Adcock on Page 7.

Because Mr. Taylor or Bill Frederick got another job one time and he had to go do, so Tom Adcock. He was recommended by Ace Hardware. He came out and did some of it.

Q How about N, the toilets?
A Yes. They've been fixed.

I don't remember who fixed those. I think actually Choice Home Warranty came out. I had to pay them $45, and I think they fixed one of them, which saved me about $100.

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I don't remember who fixed the other one.

Q O, rotten wood. Has that been fixed?

A What is that?

Q O. I'm on Page 13.

A Partially.

Q Who fixed it?

A That guy with the weird name did some of it, and Mr. Frederick did some of it. That's where we found the termites, when we pulled that out.

Q I need something more descriptive than "the guy with the weird name."

A Mario Vargas?

And then Mr. Frederick, when he pulled up the floors at the front door, that's when that was, I think the one you're referring to, was replaced.

Q P. The other area is termite infestation. Has that been fixed?

A According to the chart what I had done, I noticed when I was looking the other day, he mentioned that there's still termite -- active termites that's going to need to be handled.

As far as the pulling up of the wood where the carpet was and the black mold and all that, part of it's been fixed, part of it has not.

Q Who fixed that?

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A Let's see. Who did some of that?
I can't remember if Mr. Wrigley did some of that when he came out with the termite report.
Mr. Frederick did some of it.
And Eddie Simmons had some of his people come over and help me do that.
Q T is gas logs. Have they been fixed?
A I got the gas company to replace those.
Q Did you have to pay to --
A I did. Those were payments.
Q Okay. Siding? U?
A You skipped some of that. Did you mean to?
Q Oh, I thought when you talked about the carpet --
A Yeah, the wood strips and the carpet.
Q -- I thought that covered Q, R and S.
A Yeah, I had different people pull up some of the stuff and bleach out the black mold.
Q Is it other than Frederick and Simmons?
A Yeah. I have to get you the name of the others. Mr. -- uhm -- Brian had me call a couple people.
Mr. Adcock dealt with some things.
I have to go back and identify who did what.
Q Okay. Anybody else with the carpeting?
A I don't think so because we just pulled that up.
Q Go to U, siding. Has that been fixed?

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A No.
Q V, the wood around the large window?
A No.
That's about -- the window's actually about to fall out. I have to call somebody.
Q W, the light fixtures?
A No.
I had purchased the light fixtures, most of them. But I had not -- the wiring is not fixed.
Q X is ceiling fans?
A I've purchased the ceiling fans, but they're not up.
Q Smoke detectors?
A I bought some battery-operated ones. That was one of the first things that the inspector, when he came over, Brian, said that would have kept the house from getting the loan.
The fire department came out because we thought we smelled smoke one day. And they couldn't believe that -- anyway, we don't have to go there.
Let's just go.
Environmental report is the biggest issue still outstanding.
Q You sent us that.

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Electrical outlets. Is that just part of the general electrical stuff?

A Yes.

Q V, windows still shut with putty. Isn't that still the same as E? Or is that different?

A They have been partially replaced. The windows are in. But the rotten wood underneath it is still --

Q Is that Taylor fixed that?

A He fixed part of it, and then Rigland is going to help with that because it's got termites. Or did have termites. And we've got to fix the termites --

Q I'm sorry. Who is going to help with that?

A Joe Rigland.

And then also Mr. Grissom is going to be handling the water issues for me from this point on because of all the permits that are going to have to be needed.

And he's the one who yesterday went through and gave me actually prices on what he thought would fix this house.

Q So you've gotten estimates on what it's going to take to fix? That was yesterday?

A Yeah.

I kind of asked him because he had come out --

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he wouldn't do an official appraisal back in March of 2016. But, yeah, he's come up with some numbers.

And what he told me was -- and this can be for the record. He said, well, what usually should have happened with this house -- you're asking about it in the beginning -- because of the condition of the house, he said under ordinary circumstances, this house would have gone into foreclosure.

MS. DRISCOLL: I'm going to again object to this line of testimony.

THE WITNESS: Okay. I was just saying.

MS. DRISCOLL: You can continue over my objection. It's for the record.

Q She's objecting for the record. You can continue.

A I was going to say I did not know what he was going to say. He just said as far as -- when he came out to the house, he immediately said this house would not have passed inspection. He is one of my witnesses. And he said the house would probably have gone into where it would have been sold at auction. Somebody would have bought it that could fix it up and sell because the cost of fixing -- when he first came out to the house, I've had three

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contractors that just said you ought to tear down the house and start over.

Q Who is that?

A Mr. Grissom.

Q Mr. Grissom's the one who came out yesterday?

A No, he's the one I talked to yesterday. He's the one who came out in March of 2016 that one of the realtors from Tate was so concerned for us because they had discussed this property. And he was very concerned for my family.

And the main thing Mr. Grissom and I had talked about yesterday was the unknowns about the environmental.

Q Okay. So Mr. Grissom preparing an estimate of the cost to complete what's left?

A As best he could yesterday, he came up with some numbers.

Q And then had you given us everything on -- showing what you've already paid to do repairs?

A I'm still working on that because I've got to order them. I've got to order my bank statements. They haven't gotten all those yet to me as far as I can deduct all of that.

You know, a lot of it, I borrowed money, some people paid things for me. I've got to pay them

back. So I'm doing the best I can to get it to you.

Like on the Choice Home Warranty, they have not been cooperative on my part of having to pay for some of those things.

Q Do you know, as you sit here, what dollar amount you're seeking to recover from the Defendants?

A I just want the house fixed and safe.

As far as going back to -- and I don't know if this addresses this here or if you address that later, I know you disagree, Summit disagrees, the loan's got to be paid off. It's got to be bought back some of it. It's not a valid loan. So all of that has to come into play.

Q Why does somebody need to buy back the loan?

A Because the loan is actually a government loan that's owned by the U.S. Government. It did not comply. It's called a conforming loan. It's where they take loans, such as mine, and the United States Government kind of underwrites those. They put them into a package of securities. And those are sold.

And so therefore if -- when I talked to Lake View, when they purchased from Summit Servicing, the package -- I have also talked to -- this is

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recent -- I did call and talk to Steve Reynolds and asked him if I was being told the truth about the loan. And he said in his 20 years, he said, "Karen, this has never happened." And I said, "What if it did?" He said, "Then the loan's not valid."

Q So you believe somebody should pay back the loan because the loan should never have been made?

MS. DRISCOLL: I'm going to lodge another objection for the record.

THE WITNESS: I think they're going to -- she'll have to get that from -- according to the OIG and HUD, yes.

MR. RACINE: Objection.

Q I'm asking what you believe at this point. I'm not asking what a regulatory group would say. What you believe.

A That's what I believe.

I don't think -- I mean, it doesn't matter to me. If we can settle for the cost of getting everything fixed and they can figure out -- because I'm not making payments.

Q You're not making payments on the mortgage?

A Nope.

Q So you believe at the end of the day, the house should be fixed and the mortgage should be paid?

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A I can't answer that, the mortgage. I was assuming what was told would happen.
Q I was asking what you were asking for in the lawsuit.
A I'm asking for the house to get fixed in the condition that would have been required or I would have had to have walked away, which I would have done. I want the house safe for my family.
Q Okay. So if the loan would have been valid --
MS. DRISCOLL: Objection to form.
Q If Summit had been able to make the loan with the house in the current condition when you bought it and you closed on it, then you would agree that you're not entitled to anything?
A I'm not following, okay. If Summit had closed the loan meeting the conditions of the underwriter.
Q Okay.
A Okay. Which included the sale --
Q No. Meeting the conditions of the underwriter. And we can debate what the conditions are.
A Okay. Which would include everything. If those conditions had been met, then would I have bought the house?
Q Ah-huh.
A I don't know how to answer that because in order to

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do that, somebody would have had to have fixed it.
Q If the loan met the conditions that were required of the loan to be made, --
A Right.
Q -- and you were allowed to buy the house, --
A Right.
Q -- do you have a lawsuit against anybody?
A I don't think I'm --
Q Would you have bought the house?
A If I bought the house and there were no issues and it was closed according to --
Q The conditions set on the loan?
A The CL-100, all those different things.
MS. DRISCOLL: Objection.
THE WITNESS: Yes.
Q But whatever the conditions are. If you bought --
A If I could have afforded it based on the condition of the house.
Q Okay. If you went to closing, --
A Right.
Q -- and at closing the loan was closed according to the conditions on the loan, whatever they may have been?
A So when you're saying conditions of the loan, are you referring to what the underwriter required?

Q Yes.
A So the underwriter required a CL-100.
MS. DRISCOLL: Objection.
Q There's a dispute in this lawsuit what the underwriter required, okay.
A There won't be by the time we finish, but go ahead.
Q Well, then there won't be.
But if the loan had closed based on the condition the underwriter required, would you have bought the house?
A The only way I know how to answer that is not the answer you're looking for, and that's because if the conditions of the -- if I had gone to closing and the conditions of the loan had been met, which -- and therefore it would have satisfied all of these things -- were accurate, then I would have bought the house.
But I would not have bought the house if the conditions of the loan, which included the CL-100, which you don't want to talk about.
Q Which you believe included the CL-100.
A Right.
Because I thought my $10,000 would have made the improvements I sought.
Q Are you seeking damages for any personal injury?

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A No.
Q So no medical conditions, nothing like that?
A I don't know the condition yet concerning my daughter. I mean, my granddaughter, which they believe is a condition of the allergens that they have found in the home. But I'm not seeking anything on that. I just want it fixed so that we can stay there.
Q Okay. So we sent you -- you allege personal injury in the complaint, that you've had physical problems as a result. You're not seeking any damages for that?
A I had some asthma that came back. And once I pulled up the carpet and we bleached out the black mold, then that has -- I haven't had that again.
Q So you're not asking for any damages on that?
A No.
Q On personal injury?
A No.
Q I want to be sure because we've got to get into your medical history.
A Right.
Q If you're -- so I'm not going to ask those questions because you're not asking for any damages on personal injuries?

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A No.
Q Okay.
A And my homeowners policy took care of the guy who stepped through the rotten wood.
MR. OGBURN: Let's mark this as Exhibit 25.
(Whereupon, Exhibit 25 was marked for identification and is attached to the transcript.)
THE WITNESS: And I am re-filing, in case you want to know about, the attorney will have all the documents now.
Q You are re-filing against Mr. Gillen?
A Yes, sir.
Q Do you recognize Exhibit 25?
A You handed me this. Is this Exhibit 25?
Q Yeah, that's Exhibit 25.
Let me take this one back, I'm sorry. I want to make sure we keep all the originals together.
Do you recognize that email?
A Ah-huh.
Q Is that an email you sent to Mr. Garvey?
A Ah-huh.
THE REPORTER: Is that yes?
MS. DRISCOLL: Is that yes?
THE REPORTER: You said ah-huh.

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THE WITNESS: You can't hear my brain rattling, I'm sorry. All right. Let me see. Do you know anyone who has a --

Q Let me go back to the question.

Is this an email you sent Mr. Garvey?

A To the best of my recollection.

I was trying to read what my misspelled words were. Yes, that would be correct. Probably at that moment.

Q Second line of that email says -- does it say "great house if it doesn't kill me first. Money pit"?

A Yes, sir.

And I compared it to that movie.

THE REPORTER: I'm sorry?

THE WITNESS: I said I compared it to the movie, "The Money Pit."

MR. OGBURN: Okay. If we can go off the record for a little bit.

I tell you what. Do you want to go ahead and ask questions while I kind of sort back through?

MS. DRISCOLL: Sure, I can.

MR. OGBURN: Ms. Baber, in the interest of time, I'm going to go ahead and allow the

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other attorneys to start their questions while I see if I've got anything else.

THE WITNESS: Okay.

MR. OGBURN: And then I'll come back and ask what I think I've got.

Do you mind if I go ahead and sort through to make sure I have got all these in order?

MS. DRISCOLL: I was going to do that, anyway.

THE WITNESS: I will have to do that if you don't mind. I know mine aren't in order, and I have to write my numbers on them. Might want to get a copy of the final appraisal, too. I'm sure you probably have it. That one clearly identifies when the pictures were made.

MS. DRISCOLL: Are we on the record or off right now?

MR. RACINE: I think we ought to stay on the record.

MR. OGBURN: Let's just stay on.

MS. DRISCOLL: I just want to confirm.

* * * * *

EXAMINATION BY MS. DRISCOLL:

Q For the record, I am Susan Driscoll, counsel to

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Summit Funding in this matter.

Ms. Baber, I want to go over some of what you went over with Mr. Ogburn just to make sure I'm clear.

As of the date of closing, which was, I believe, May 29th, 2015; is that right?

A Ah-huh, yes, Ma'am.

Q You had not paid for a home inspection at that time; is that right?

A That's correct.

Q You had not paid for a termite inspection as of the date of closing; is that right?

A Correct.

Q So when you signed all of the documents at closing, you had paid no money towards either a home inspection or a termite inspection?

A No.

It was shown on the closing statement as paid out of pocket.

Q Ms. Baber, I'm going to ask you to answer the question I have asked.

As of the date of closing, which was May 29th, 2015, the date you signed the HUD, you had not paid any money towards a home inspection or a termite inspection; is that correct?

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A Yes.
Q You also spoke with Mr. Ogburn about a gentleman named Mr. Ouzts. Do you remember that?
A Yes.
Q Mr. Ouzts is not employed by Summit Funding, is he?
A No.
Q What was the date you had the alleged conversation with Steve Reynolds about this loan?
A Which time?
Q After closing.
A I've talked to Mr. Reynolds several times after closing.
Q You testified earlier that you had a conversation with Steve Reynolds in which he told you that this loan should not have closed. Do you remember that testimony?
A He didn't say -- I may have said that wrong. I asked him if a loan was closed without the CL-100 and the home inspections, what would happen.
Q Did you reference your loan specifically?
A Yes.
Q And what was his response?
A He said, "In the 20 years I've been doing that, that could not happen." And I said, "Well, what if it did?" He said, "Then someone would have to pay

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back the loan. It's not a valid loan."
Q What was the date of that conversation?
A I don't recall.
Q So you recall the conversation, but you don't remember when it was?
A I don't.
He was in the car, and he told me he was no longer working for Summit.
Q Was it during springtime?
A I don't recall.
Q Summertime?
A I don't recall.
Q Wintertime?
A I don't recall.
Q What year was it?
A Probably 2018.
I did talk to Summit Funding.
Q Ms. Baber, please wait until I ask you a question.
A It was on that same subject, that's why. Because I called him, and he was not working there and I talked to them, the Charlotte office.
Q I'm going to show you a document that is four pages. And at the top of it, it says HUD VA Addendum To Uniform Residential Loan Application.

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THE REPORTER: Do you want me to mark that?
THE WITNESS: Is that an exhibit, or what is this?
MS. DRISCOLL: If I could get it marked as the next exhibit in sequence.
THE REPORTER: 26.
(Whereupon, Exhibit 26 was marked for identification and is attached to the transcript.)

Q These are the documents for your copy.
Ms. Baber, if you could flip through that, please, and let me know if that is your --
A Which one? This one.
Q Exhibit 26.
Is that your signature on Page 2 of that document?
A Yes.
Q Is that your signature on Page 4 of that document?
A Yes.
Q If you would look at Page 3, please.
A Okay.
Q Do you see up at the top where it says, "Direct Endorsement Approval For HUD FHA Insured Mortgage?"
A Yes.
Q Do you see about halfway down the page there's an

X in the box marked "approved"? Do you see that?
A I do.
Q What's the date there?
A 4/30/2015.
Q Do you see the language beside "approved" that says, "approved subject to the additional conditions stated below, if any"?
A Yes.
Q Do you see those boxes below the words "additional conditions" in that same section?
A Yes, yes.
Q Are any of those boxes checked?
A (Coughed.)
Q So what is your understanding of that?
A The attorney really didn't go over that.

The additional conditions, to my mind, was if there were any other conditions which had not been addressed in the CL-100, the --

Q Ms. Baber, I'm going to ask you my question again. According to this document, it says, "approved subject to the additional conditions stated below, if any." There are no additional conditions checked below, are there?
A No.
Q There is no mention of a CL-100 in that section, is

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there?
A No.
Q There is no mention of a home inspection in that section, is there?
A No.
Q I'm going to hand you a document titled Important Notice to Home Buyers. If we could get it marked as Exhibit 27.

(Whereupon, Exhibit 27 was marked for identification and is attached to the transcript.)

Q Do you see the highlighted language there on condition of property?
A I do.
Q Do you see the second page? Is that your signature?
A Yes.
Q Could you read the highlighted language, please?
A "The property you are buying is not HUD/FHA approved and FHA/HUD does not warrant the condition of the value of the property.

"You should inspect the property yourself by carefully hiring professional inspector service to inspect the property for you."

Q What is your understanding of that language?

A Um, quite honestly, that the attorney didn't have me read it. He just said sign it.
Q But you did sign the document?
A I did.
And this also is not just a HUD/FHA loan. It is a specialized type of loan. So that would not be accurate.
Q But you signed this document?
A Yes.
Q I'm going to hand you a document entitled FHA Amendatory Statement And Real Estate Certification.
(Whereupon, Exhibit 28 was marked for identification and is attached to the transcript.)
Q Is that your signature on that first page?
A It is.
Q Is that your signature on the second page?
A It is.
Q Do you see the highlighted language on the first page?
A I do.
Q Could you read that, please?
A "The purchaser should satisfy himself or herself that the pricing conditions of the property are

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acceptable."

Q What's your understanding of that language?

A That the conditions were acceptable based on a CL-100.

You want me to answer it. Don't stop me, okay?

Q I'm waiting on you.

A All right.

My understanding was that Jonathan was bringing to closing a copy of the CL-100, the home inspection, and we already had the appraisal, all of which were accurate and had met the closing instructions of the -- in the underwriter package.

Q That's not what that sentence says, is it?

A The purchaser should satisfy himself that the pricing conditions of the property are acceptable.

They were acceptable to me because of the documents I believed I had which showed the property was clear of defects.

Q But at the time you signed this, you didn't have a copy of the inspection or the termite report; is that right?

A No.

I was told by Summit and I was told by the realtors that it was clear. And I was told that I

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had a valid appraisal, which I did not.
Q If you could look at the second page of that document, please. This is Exhibit 28.
A The one we just had?
Q Yes, Ma'am.
Do you see the language that appears up there?
A Ah-huh.
Q Could you read that, please?
A "The borrower, seller and the selling real estate agent or borrower's agent involved in the sales transaction certify that the terms and conditions of the sales contract are true and to the best of their knowledge and belief and that any of the other agreement entered into by any other parties in connection to the real estate transaction as a part of this attached -- or attached to the sales agreement."
Q What is your understanding of that language?
A That they were being honest, and they were not.
Q So you understood -- your understanding of that language is that they were not being honest?
A My understanding of that language is that they had met all the terms and conditions of the requirements for me to get this loan. And I now know that they knew that they were not.

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Q I'm going to show you a document entitled Mortgage Statement On Inspection Of Subject Property. If we could get that marked as Exhibit 29.
A I think we already did this.
Q Is that already an exhibit?
MR. RACINE: It is not.
(Whereupon, Exhibit 29 was marked for identification and is attached to the transcript.)
Q Is that your signature?
A Yes, it is.
Q Do you see the language appearing there?
A Ah-huh.
Q Can you read that, please?
A "We/I have physically inspected the subject property and the subject property is in acceptable condition. My/our inspection included, but is not limited to all appliances, roof, plumbing system, heating and air conditioning system and electrical system. This statement is required solely for the purpose of obtaining FHA mortgage insurance and shall in no way operate as a waiver of individual rights between the buyer and the seller."
Q So you certified that you had physically inspected the property; is that right?

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A You -- in connection with this particular document is that I had you, my agent, representing me, are the ones who represented for me where I could certify this was done.

I don't believe I had anyone who goes up on the roof inspects their own roof. So when it says you according to HUD and according to documentations, "you" refers to did I inspect these? Yes. Which I had them inspected by my representative agent and by those who were charged with making sure the loan conditions were met.

Q That's not what this says, though, is it? It says, "I have physically inspected the subject property;" is that right?

A Ah-huh, yes.

Q And you were the one that signed this; right?

A I did.

Q Thank you.

I'm going to show you a document entitled Addendum to HUD Settlement Statement. If we could get that market as Exhibit 30, please.

(Whereupon, Exhibit 30 was marked for identification and is attached to the transcript.)

Q Is that your signature?

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A Yes.
Q Can you read that language, please?
A "I have carefully reviewed the HUD-1 Settlement Statement and to the best of my knowledge and belief, it is a true and accurate statement of all receipts and disbursements made on my account by me in this transaction. I further certify that I have received a copy of the HUD-1 Settlement Statement."
Q What do you understand that to mean?
A The settlement statement, which we have and we are missing a page, and all documents attached to that HUD-1 Settlement Statement, which were the addendums stating that all the documents that had to be required were done; and so, therefore, I believe that to be accurate.

Also, at the bottom when Mr. Gillen signed, he said it was true and accurate, at which time he knew it was not.

Q But is it your understanding when you signed this, it says you had carefully reviewed the HUD-1 settlement statement; is that right?
A Yes.
Q And you had carefully reviewed it?
A Yes.
Q And at the time you reviewed the HUD statement, you

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thought it was a true and accurate statement of all receipts and disbursements made?

A Yes.

And it did address the papers that you're missing.

Q Again, all I'm asking you is about this statement.

A You asked about this statement.

Q And at the time you signed this statement, --

A The HUD settlement.

But I'm saying --

Q Ms. Baber, please let me finish my question.

A Okay.

Q The HUD settlement statement that you reviewed, but you believed it was true and correct; is that right?

A I would need -- in order to make that statement, I would have to see the documents that you're referring to to make sure all documents are included in the HUD Settlement Statement.

Q If all documents are included in the HUD Settlement Statement, do you agree that you signed this acknowledging that it was correct?

A Yes.

And I had not seen that statement today. Yes.

Q Ms. Baber, please answer the question.

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A Yes. Yes.
Q Thank you.
I'm going to show you another document entitled Addendum To HUD Settlement Statement. If you could review that, please, and we could get that marked as 31.
(Whereupon, Exhibit 31 was marked for identification and is attached to the transcript.)
THE WITNESS: The addendum is --
THE REPORTER: Hold on. Hold on. Sorry.
THE WITNESS: The addendum is --
MS. DRISCOLL: Ms. Baber, let her mark the exhibit. Please.
THE WITNESS: Oh, I'm sorry.
Q Do you recognize that document?
A To the best of my recollection, it appears to be one that was in the settlement statement.
Q Is that your signature?
A Yes, it is.
Q You don't dispute signing this?
A No.
Q I'm going to give you a document entitled, Summary: Re Michael Gillen. If we could get that marked as 32, please.

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(Whereupon, Exhibit 32 was marked for identification and is attached to the transcript.)

Q Do you recognize that document?

A Yes.

Q Is that a document you drafted?

A To do the best of my recollection, it probably is. I drafted so many.

Q Is that your signature?

A Yes.

Q Do you see the highlighted language on that second page?

A Yes.

Q Could you read that, please?

A "Processor, FHA --

THE REPORTER: I'm sorry. He coughed and I missed what you said.

THE WITNESS: "Processor FHA termite clearance may be required if the HUD-1 indicates payment for a termite report of buyer's or seller side, or as POC then loan manager must obtain termite report with all Section 1 items cleared in addition to all Section 2 items that can lead to Section 1."

Q When you wrote that, it was your understanding that

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if the HUD indicated payment for a termite report, the termite report had to be obtained; is that right?

A Yes, and it did.

Q I'm going to hand you a document entitled, Note. If we could get that marked as Exhibit 33, please.

(Whereupon, Exhibit 33 was marked for identification and is attached to the transcript.)

Q Do you recognize this document?

A To the best of my recollection, I'm sure it would be accurate.

Q Is that your signature on the second page?

A Yes.

Q This is a promissory note between Summit Funder as the lender -- Summit Funding as the lender and you as the borrower; is that right?

A Yes.

Q In the amount of $142,023; is that right?

A Yes.

Q This indicates that Summit funded the loan to you; is that right?

A Yes.

Q You received $142,023 from Summit Funding; is that right?

A I didn't.
Q Let me rephrase that.
You borrowed $142,023 from Summit Funding?
A Yes.
Q That money was used to purchase the house that is the subject of this action; is that right?
A Yes.
Q If you could take a second, read through here and point out to me any language in this note that requires Summit Funding to obtain either a home inspection or a termite inspection on your behalf.
A It would not be in the notes. In your other qualified documents.
Q But there's nothing in this note that is marked as 33?
A There wouldn't be, based on my experience.
Q Ms. Baber, I'm asking you specifically, is there language in this note requiring either of those inspections?
A No.
Q Thank you.
I'm going to hand you a document entitled, Mortgage. If you would take a second and look at that, please.
MR. RACINE: 34?

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MS. DRISCOLL: Yes, if we could get that marked as 34, please?

(Whereupon, Exhibit 34 was marked for identification and is attached to the transcript.)

THE WITNESS: Yes.

Q Do you recognize that document?

A I do.

Q That is the mortgage between you and Summit Funding; is that correct?

A Yes.

Q Granting Summit Funding a lien against the property that is the subject of this action; is that correct?

A Yes.

Q If you would, please take a moment, look through there and let me know if there is any requirement on the part of Summit Funding contained in this document that it is to obtain either a termite inspection or a home inspection on your behalf.

A No. That's not required in the mortgage.

Q Thank you.

I'm going to show you Exhibit 8, which is a copy of the complaint in this action, and ask you a few questions about the tenth cause of action.

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Am I correct that the tenth cause of action is against Summit Funding?
A Yes.
Q And that tenth cause of action, am I correct, is for breach of contract and declaratory relief?
A It appears to be that's what I put that down. I did this very quickly at the last minute.
Q Your claim is that there was a breach of contract by Summit; is that right?
A Yes.
Q What contract did Summit breach?
A Summit Funding agreed to make me a loan based on everybody -- on both sides meeting the conditions of the requirements. They failed to do so.
Q What is the specific agreement that you believe Summit Funding breached?
A The type of loan which they qualified me for had certain requirements to protect me and to protect them. These were not met and, therefore, the contract was not made.
Q So you don't think there was a contract?
A I don't now.
Q What did Summit breach if there wasn't a contract?
A Because if you will go back to your documents and everything they had to sign, this was a Fannie Mae

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loan that required these documents.
Q Ms. Baber, I'm asking you: Is there an agreement between you and Summit?
A Yes.
Q That was signed by both parties?
A Yes.
Q What is that agreement?
A That agreement is part of the closing package.
Q Please identify that document. By name.
A The closing documents everybody had to sign. I don't have -- you got them. The 230 pages.
Q You would allege the documents that Summit was not a party to are the agreement that they breached?
A They were Summit's loan closing documents.
Q Which ones were breached?
A The one which said that the loan processor could not fund it.

There are pages in there which says the type of loan it was and that this is required.

Q Have you produced copies of those documents?
A Yes, Ma'am, I have.
Q Those would be in the documents that you submitted to us?
A Yes, Ma'am.
Q In response to Mr. Ogburn's discovery?

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A Yes.
Q So if there is an agreement, it's contained in there?
A If you go through all the loan closing packages, yes, Ma'am, it is. In many places.
And also confirmed numerous times by Summit Funding after the fact. Summit Funding --
Q In emails?
A Ah-huh.
Q Please answer with a yes or no.
A Yes.
Q Summit Funding confirmed that to you by email?
A Yes. You've got copies of them.
Q If you could look on Exhibit 8 at Page 11, Paragraph 45. That's Exhibit 8 right here.
A On what page?
Q Page 11, Paragraph 45.
A 45?
Q Page 11, Paragraph 45.
A Page 11. Okay.
Q Do you see that language in Paragraph 45?
A Yes.
Q Could you read that, please?
A "On May 27 Mattison wrote hi, Karen, left you voice mail --

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Q I'm sorry. Please read Paragraph 45.
A "On May 19th, 2015, Reynolds wrote to Baber, I'll call you in the morning to go over everything. I'm trying to get you wrapped up by this week to close next. I left Jonathan a message about the termite report and inspection."
Q So, according to that paragraph, there was an email from Steve Reynolds to you on May 19th; is that right?
A Yes.
Q I'm going to show you a copy of an email, if I could get that marked as the next exhibit, which I think is 35.

(Whereupon, Exhibit 35 was marked for identification and is attached to the transcript.)

A There should be another email with this.
Q Well, I'm going to ask you about this email.
A Okay.
Q What's the date of that email from Steve Reynolds?
A May 19th.
Q Is it 2015?
A Yes.
Q What does that email say?
A "I will call you in the morning to go over

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everything. I'm having to get you wrapped up this week to close next. Have a great night."

Q Where is the language "I have left Jonathan a message about the termite report and inspection"?

A It would be on a different email. I probably combined the two.

Q Well, according to this, that email was on May 19th. And I'm showing you a May 19th email. This is the only May 19th email that there is.

A Okay. Well, then there would be another one where I, for some reason, printed out and I would have added the two side by side.

Q So you would have added language to this email?

A I would have taken the other email and put them together.

Q So there's not a May 19th email where Steve Reynolds says he left Jonathan Garvey a message about the termite report and inspection?

A No. There would be.

Q Where is it?

A I would have to go look for it. In fact, there's several.

Q I'm just specifically asking about this one.

A Yeah, like I said, when I had these and I combined everything, like the one at the bottom, that one

actually goes over to another page. Some of that's missing. See on the bottom? "Please sign and return. I am trying to clear all the conditions of your file."

Q And then up at the top on the second page it says "thanks"?

A Yeah.

So a lot of those, when I was doing the complaints and everything, I combined everything together simply just for expediency.

Q But this email that I'm looking at is Baber Exhibit 35 doesn't have the language about a termite report and inspection.

A Okay. Well, there are plenty of emails I can provide for you.

Q I'm just asking: This email that I have in my hands as Exhibit 35 does not have that language on it?

A No, it does not.

To the best of my recollection, it would have been when we worked with the same date. And I believe on the interrogatories and stuff you're going to be getting, it will have all that together. You should have those next week.

Q You don't dispute that Summit funded this loan, do

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you?

A No.

Q And provided the money to you to purchase the house?

A Yes.

MS. DRISCOLL: I don't think I have anything further. I just want to make sure I got that marked as an exhibit. I did, good.

I don't have anything further, Ms. Baber. Thank you.

MR. OGBURN: Do you mind if we take a break?

MR. RACINE: Yeah, that's fine.

(Recess held.)

* * * * *

EXAMINATION BY MR. RACINE:

Q Ms. Baber, my name is Russ Racine. I'm the attorney representing Brian Blue and Appraisal Innovations. I'm going to ask you some questions, and then these other attorneys may need to do some followup.

One thing I'm going to ask you to do for me is try not to talk over me. I sometimes am long-winded. So if I'm asking you a long question, wait for me to finish before you answer. And I'll try to wait for you to finish before I ask my

question.
A Okay. I'm bad about it. I apologize.
Q Okay. That's fine.
I want to go back to something Ms. Driscoll asked you about. If you could look at Exhibit 8 again. This is the complaint you filed. Specifically, again, on Page 11, Paragraph 45?
A Okay.
Q Now, that paragraph puts a quote down there attributed to what a Mr. Reynolds says; is that correct?
A Ah-huh.
Q And we looked at an email, Exhibit 35, that that paragraph in the complaint references; correct?
A Right.
Q And the language you represent in Paragraph 45 is different from the language on Exhibit 35; isn't it?
A I'd have to go back and look at that. I probably combined the emails putting this together.
Q Okay. Well, you would agree with me that what you allege in Paragraph 45 of the complaint is false; correct?
A No.
Q Okay. Will you look at Paragraph 45?

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A Okay.
Q And I'll read you -- you have, "On May 19th, 2015, Reynolds wrote to Baber" and you have a quotation mark.
A Okay.
Q And you say, "I will call you in the morning to go over everything. I am trying to get you wrapped by this week to close next. I have left Jonathan (Garvey) a message about the termite report and inspection." End quote?
A Okay.
Q All right. And if you look at Exhibit 35, which is the May 19th email.
A Right.
Q It says, "Karen, I will call you in the morning to go over everything. I am trying to get you wrapped up this week to close next. Have a great night."
A Okay.
Q Do you see that?
A Yes.
Q That's different from what you allege in Paragraph 45 in your complaint; isn't it?
A Yes.
Q So would you agree that Paragraph 45 is a lie?
A I can't totally say that because I got a lot of

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emails from him. And I will sometimes put things together. I could have gotten another email from him later that day because that is something like he said because I was really stressing.

I would not have put Garvey in parentheses, for one thing. I don't even have that little whatever he's got there on my computer, I don't think. So that's where I would have combined some.

So was it a lie? I put it all together in one email? It's not probably an accurate representation of a single email. It's a representation, I would imagine, of two emails.

Q That's not what it says, though, does it? It doesn't say Paragraph 45, this is a representation of a compiled email?

A No, it does not.

Q In fact, you use quotation marks; don't you?

A Right.

Q And quotation marks indicate exact language said by somebody; don't they?

A Yes.

Q And this language that you put in quotation is not the exact language said by Mr. Reynolds; is it?

A Not in a single email. It could have been.

Q So it's an inaccurate quote; isn't it?

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A I don't necessarily agree with that. It could have been two. So I don't know.
Q Will you flip to the last page of this complaint?
A Okay.
Q And at the very last page, it says, "State of South Carolina, County of York, verification." Do you see where it says that?
A The last page?
Q The very last page.
A Okay.
Q All right. And it says, "Karen K. Baber, being duly sworn, says that she is the Plaintiff herein and has read the foregoing verified complaint and knows the contents thereof, that the same is true of her own knowledge except as to matters therein stated to be alleged on information and belief and to those matters she believes them to be true."
Do you see that language?
A Yes, sir.
Q And then that's your signature below it, isn't it?
A Yes, sir.
Q And then that's a notary block below your signature?
A Yes, sir.
Q So you signed and executed this verification in

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front of a notary?
A Yes, sir.
Q And yet Paragraph 45 is a misrepresentation of Mr. Reynolds' quote; isn't it?
A In a single quote, yes.
Q So you swore that this complaint was true even though you knew that Paragraph 45 was false?
A That is not true.
Q How is your quote purporting to be the exact language when it is not the exact language not false?
A I believe that, to the best of my recollection, it would have been two emails that I put together.
Q So you believe that if you put two emails together, the result is a true email?
A In my processing of this, I would believe that I was speaking the truth.
Q Do you feel the same way about representations made by various parties?

That's a terrible question. Let me ask it this way.

Do you believe that if someone tells you something at different times, you can combine those to be an accurate statement of what they tell you?
A I believe it would be.

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In my recollection, I think it would have to be contingent upon what the situation was.

Because, like, if you look down at Number 48, where it says Jonathan Garvey, back here Jonathan Garvey's reports, I don't even have that little -- I would have had to have copied that from onto a disc or something I received.

Q So Paragraph 48 is not accurate, either?

A No. I'm saying it is accurate. But I'm saying I could have copied that and put it onto my document rather than typing it.

Q Okay. You mean you could have copied it from an email and put it onto your document instead of retyping it?

A Right, right.

And the only reason I'm saying that is because there were so many documents. And I had so many things going on with the back and forth with the LLR.

Q All right.

As I said, I represent Brian Blue. What is your understanding of who Mr. Blue is?

A Mr. Blue's an appraiser that Summit Funding got to do the appraisal of the property. The initial appraisal. And then he would go back and

re-certify it with all utilities on.
Q Do you have a contract with Mr. Blue?
A No.
Q Do you have any signed documentation between yourself and Mr. Blue?
A No.
Q Did you have any prior relationship to Mr. Blue before --
A No.
Q -- this?
All right. Did you know Mr. Blue in any respect?
A No.
Q Again, please let me finish my question.
A I'm sorry.
Q During this process, pre-closing, did you speak to Mr. Blue at all?
A Yes.
Q When?
A After he did the first appraisal, I called him because this didn't make sense to me on some of the things he put down.
And also I knew that he didn't take the pictures. They was wanting pictures from the house. And I called him. And he said to me

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that -- he didn't really say he couldn't talk to me, I don't remember his exact words, but basically he said all he did was walk through the house to make sure that people could get their money back if I was to default. And he really could not speak with me. And then that's when I called Summit Funding.

Q You didn't hire Mr. Blue to do an appraisal?

A No, I did not. I paid him. But I didn't hire him.

Q When you say you paid him, how did you pay him?

A Out of the $500 initial deposits where that money came from.

Q Did you hand that $500 to Mr. Blue?

A No.

Q Who did you hand that money to?

A Allen Tate.

Q All right.

And do you know what Allen Tate did with that $500?

A I imagine they put it into escrow.

Q Okay. Do you know where the money -- well, what monies did you pay to Mr. Blue?

A The monies that were indicated on the -- I was told that's where that money went was to -- was 400 and some dollars and then another amount, as well, for

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the second time he went.
Q All right. Did you personally pay that money to Mr. Blue?
A No. That was paid by my agent on my behalf.
Q Your real estate agent?
A Yes.
Q All right. And you did not contract with Mr. Blue to go out and perform an appraisal on your house?
A I'm not allowed to do that.
Q You testified earlier that you worked for a real estate attorney; correct?
A Yes.
Q And you did that for several years?
A Yes.
Q Do you know what the difference between an appraisal and an inspection is?
A Yes.
Q Okay. What is your understanding of what a home inspection is?
A Home inspection is when they actually send out an inspector to go into more detail of what any type of issues. It could be -- I mean, I don't have a list of what they go through, but they go through -- they would pay more attention to each detail of what the defects might be in the house,

for example, on the LLR, where an appraiser would go in and simply mark yes that he noted a defect, it would be up to the appraisal -- the inspector to go in and determine what exactly the extent of that defect would be.

Q And what is your understanding of what an appraiser is supposed to do?

A An appraiser is supposed to go out and accurately appraise the property based on the value of the condition of the property and make all notations that would affect adversely the value of the property.

Q Are you a trained home appraiser?

A No.

Q Are you a trained home inspector?

A No.

Q Have you ever worked as a home appraiser?

A No.

Q Have you ever received any training in home appraising?

A No.

I have taught compliance in the real estate field.

Q But that has nothing to do with home appraisals; does it?

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A Kind of covered everything, but no.
Q Then are you aware of the requirements that a home appraiser is required to follow when appraising a home?
A Yes.
Q How are you aware of those requirements?
A I read what they're supposed to do.
Q All right.
Have you received any training on that?
A No.
Q Taken any classes on that?
A No.
Q Attended any schools regarding that?
A No.
Q So your understanding of what a home appraiser is supposed to do is based on just your personal reading?
A He is supposed to --
Q That's not my question.
A I don't know what you mean by reading. I mean, my understanding --
Q Your own personal research. That's how you think you know what an appraiser's supposed to do.
A Not reading. Just experience.
Q But you took no classes?

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A No.
Q You've had no training?
A No.
Q Nobody's taught you what an appraiser is actually supposed to do?
A Taught? No. 20 years observation, yes.
Q And where did you get your 20 years -- when you were doing your observation for 20 years, how were you observing home appraisers?
A I had a real estate license. I had a broker's license. I taught compliance for a mortgage company. And knew the checklists that they had to go by and what was required.
Q Okay. So you know that a home appraiser is not a home inspector?
A Yes.
Q And you know that the requirements for a home appraiser are not the same as the requirements for a home inspector?
A I don't "know."
Q But that's your understanding; isn't it?
A Yes.
Q And would you agree that you would not hire a home appraiser who is not also a home inspector to do a home inspection?

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Let me ask it a different way.

If you want to hire someone to do a home inspection, would you hire a home appraiser or a home inspector?

A It would depend on the purpose I was going for. If I was going to buy a house, I would have both. If I was going to just --

Q That's not my question.

A Okay.

Q If you were going to hire someone to do a home inspection, would you hire a home inspector or would you hire a home appraiser?

A If I just want to have my house inspected?

I'm not following you. You're talking about for the purpose of a loan?

Q For anything.

A For anything?

Q You testified in this case that you were upset because no home inspection was done.

A Yes.

Q All right.

Had you -- since you expected that a home inspection was done, would you expect that to be done by a home inspector or a home appraiser?

A Home inspector.

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Q All right.

So it's not surprising that Mr. Blue, who is a home appraiser, did not do a home inspection?

A Not in the terms I believe you're asking.

Q Okay.

A My definition of him doing an inspection as an appraiser would be that he inspected visually each of the items of which he was required to inspect.

Q All right. And in this sense, by the word "inspect," you mean, observe, look at, evaluate?

A Yes.

Q Because you would agree that a home inspection is different from a home appraisal?

A Yes.

Q All right. And in order to do either a home appraisal or a home inspection, a person would have to go and look and observe and evaluate, et cetera?

A Yes.

Q All right. And so as a home appraiser, you would not expect Mr. Blue to conduct a home inspection?

A No.

Q And the same way. You would not expect a home inspector to conduct a home appraisal?

A Correct.

Q All right.

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I believe Exhibit 16 -- let me ask it this way, if you would take a look at Exhibit 16.

A Is that the long one?

Q Yes.

A I got it.

Q And I believe you testified before that Exhibit 16 is the first appraisal?

A I believe so.

Q When did you first see this appraisal?

A I don't remember the exact date. I just got it from Summit Funding and they said here's your appraisal. And then I got it copied from Jonathan, as well.

Q Okay. Did you receive that before or after closing?

A I received it within just a matter of a day or two after he did it.

Q Okay. So that would be before closing?

A Oh, yeah. That would have been done -- I would have gotten that in, what? February? March?

Q And did you review it at the time?

A Yes.

Q All right. If you would flip to the third page of the appraisal. At the very, very bottom of the page, under reconciliation, do you see where I'm

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referencing?

On the left-hand side written in vertical text, it says reconciliation and a black box at the very bottom left on Page 3? It actually says Page 2 of 6.

A. Yes.

Q And I'm going to read the language. It says, "this appraisal is made." And then there's three boxes. And then the third box is checked. And that third box says, "subject to the following required inspection based on the extraordinary assumption that the condition or deficiency does not require alteration or repair."

Do you see that?

A Yes.

Q And then it says, "subject to utilities being turned on."

A Yes.

Q Do you see that?

A Yes.

Q Did you review that language when you first got this inspection report?

A Yes.

Q All right. And what did that language mean to you?

A That language is the reason that I called him and

called Summit because I was concerned.

And they explained to me that particular sentence, that they would, after everything, they thought he had gone to the wrong house --

MR. RACINE: Object to that as not responsive.

THE WITNESS: To wait to see what happened when the utilities were turned on.

Q So you understood that this first appraisal was done when the utilities were not on?

A Yes.

Q All right.

And if you would flip to the next page, it says it's Page 3 of 6. And about the fourth paragraph of text where the black box indicates "additional comments," do you see that? Do you see where it says, "notes?" I'm going to read that to you.

A Okay. Okay.

Q It's actually the fourth one. It says, "Notes. This report is done subject to utilities being turned on and confirmation that the subject will meet the following upon utilities being turned on."

Do you see that?

A Yes.

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Q And then it lists a bunch of things; right?
A Yes.
Q Would you agree with me that that means that this report is contingent on the utilities being turned on and a recheck, if you will, of these various items?
A Yes.
Q And did you rely on this appraisal when you purchased the property?
A Yes.
Q How so?
A Because I was told that he did not find any defects even after he had gone back -- are you talking about this appraisal or the final one?
Q I'm talking about this one right now.
A This one?

It was just part of the process.

I don't really -- we were just in the process of looking at it. If he had -- did I proceed based on what he had? Yes. I talked to Summit Funding. I've talked to Jonathan. I wanted to see what everything else said because this didn't make sense to me. But I was trying to go back by, you know, things -- so much had changed in real estate, what was accurate or not.

Q And this didn't make sense to you because you knew of various problems the house had?
A What it appeared to me to be.
And that's why you've got, I believe, an email from -- I don't know if it was somebody at Summit or from -- yeah, let's see what he says when he goes back.
Q All right. Let me ask it this way.
I believe you testified earlier that prior to seeing this appraisal report, you were aware of potential issues with the house?
A I thought there might be.
Q Okay. And you listed out several things. Holes in the roof. Issue with the deck. You knew about all that before you saw this appraisal report.
A Yes.
Q And you understood that this appraisal report was not a home inspection report?
A Yes.
Q And did you understand that this appraisal report was done at the request of Summit Funding?
A Yes.
Q All right.
Why do you believe Summit Funding requested that Mr. Blue complete this appraisal report?

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A To make sure that the property that they were going to be loaning on had the value that was needed to meet the requirements for my particular situation.
Q Okay. And would you agree that that is so if you defaulted on the loan, Summit could resell the property and get its money back?
A Yes.
Q And you have no training, no formal training, in the method by which a home appraiser appraises property; do you?
A Except to go by what they're required to report.
Q Okay. But you had no training --
A No.
Q And so you don't know what criteria or how Mr. Blue -- let me back up.

You don't know what criteria Mr. Blue used to appraise this property; do you?
A Except to tell the truth.
Q And you don't know what requirements Mr. Blue followed to generate this appraisal; do you?
A I have no idea because it's not truthful. I don't know what he used.
Q So you don't know what -- you don't know how Mr. Blue arrived at his appraisal value of this property; do you?

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A No.

Well, yes and no. If you go back through, he compared properties, he compared values. He compared the development.

Q Okay. Do you have any reason to believe that that is an improper method to establish the value of the home?

A Re-ask your question.

Q You said Mr. Blue arrived at his appraisal value by looking at other comparables.

A Yes.

Q Do you have any reason to believe that that is an improper way to come up with an appraisal value?

A I think an appraisal value is a combination of everything which he is required to do.

Q So would you agree with me if Mr. Blue did everything he was required to do in generating his appraised value, that that would be a proper value?

A Yes.

Q I apologize for not having enough copies of this, but I'm going to hand you what I'm going to ask to be marked as Exhibit 36.

(Whereupon, Exhibit 36 was marked for identification and is attached to the transcript.)

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Q Would you please take a minute and look at what's been marked as Exhibit 36. Do you recognize that document?
A I do.
Q What is that document?
A I think it's the part of the update.
Q By update, you mean the update to Mr. Blue's appraisal?
A Yes.
Q When did you first receive this document?
A I don't recall.
Q But it was prior to closing?
A Yes.
Q If you would flip to the second page?
A Okay.
Q And at the bottom it says Page 1 of 1?
A Yes.
Q Do you see that?

If you would look up at sort of the top fourth of the page, there's a black box and it says Summary Appraisal Update Report?
A Yes.
Q Do you see that?

The language under that says, "intended use." I'll Read that.

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"Now the intended use of this appraisal update is for the lender/client to evaluate the property that is the subject of this report to determine if the property has declined in value since the date of the original appraisal for a mortgage finance transaction."

Do you see that?

A Yes.

Q The intended use described there says nothing about a potential buyer; does it?

A No.

Q And you would agree that the lender/client in this case was Summit Funding?

A Yes.

Q All right.

Next it says "intended user." Do you see that?

A Yes.

Q And the language there says, "the intended user of this appraisal update is the lender/client."

A Yes.

Q And, again, the lender/client is Summit Funding; correct?

A Yes.

Q If you would look down below that to the next dark

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black box where it says certification of completion. Do you see that?

A Yes.

Q All right. And then there's some language and it says, "Have the improvements been completed in accordance with the requirements and conditions stated in the original appraisal report?" And the box "yes" is checked; do you see that?

A Yes.

Q And then if you skip on down, it says, "The utilities and HVAC were on and functioning at the time of the inspection. The subject is complete." Do you see that?

A Yes.

Q And so you would agree with me that indicates that Mr. Blue believed that the utilities and HVAC were on and functioning at the time of this inspection; correct?

A You also skipped the sentence before that.

Q Okay. But would you agree that the statement "The utilities and HVAC were on and functioning at the time of the inspection" written on this paper indicates that Mr. Blue believed that the utilities and HVAC were on and functioning when he did this inspection?

A That's what he says.
Q Okay. And if you'd look down below that, under signatures, it says date of signature and report, March 12th, 2015; do you see that?
A Yes.
Q Do you have any reason to believe that this was not completed on March 12th, 2015?
A Yes.
Q And what is that?
A Because the utilities, the water was not on.
Q How do you know that the water was not on?
A Because Mr. Ouzts contacted the water and the electrical department, utilities department on March the 10th and ordered the utilities to be turned on.

He made an appointment for Jonathan -- Jonathan was supposed to be there -- for the water tech to meet the gentleman to fix the water leak on the morning of March the 11th when they turned everything on.

The utilities department turned everything on on March the 11th. And that afternoon the water was turned back off because the leak was not fixed.
Q How do you know that?
A Because I have the reports from the water

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department.
Q Okay. And so you're relying on reports from the water department to establish that the water was off as of March 12th?
A As of March the 11th.
Q All right. And you're relying on that to show that the water was off on March 12th?
A Yes.
Q Do you have any other evidence besides the water reports that we just discussed that indicates the water was off on March 12th?
A It wasn't turned back on until June the 3rd.
Q And how do you know that?
A From the water reports and the inspectors at the water department.
Q You had mentioned earlier in your testimony that the same water tech came back out twice. Do you know the name of that water tech?
A It's on the reports I got from the water department. I don't have it with me. You should have it in the reports in all the documents.

It actually has the date and time on the 11th that it was turned off. They ran the report overnight. And then when they ran the reports for me on March the 12th, it shows that at 7:30 a.m.

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that the order to cut the water off had been completed and the case was closed.

Q At some point, did you believe that Robert Ouzts turned on the water in his own name?

A Yes.

Q All right. What is your understanding of when he did that?

A I actually have the dates. I don't have them with me. But they're in --

Q Was it in March of 2015?

A Let's see. She turned them off -- he actually put it in his name prior to that. I don't remember the date. I think of when he put them in his name. She took it out of her name in January. He put it into his name. And then he took it out of his name in April. I don't have the exact dates with me. They should be in some of the documents you're going to be getting.

Q We don't have the documents yet?

A They're in the stack of 600 pages. But when I do the interrogatories, they're in there.

Q I want you to turn back to Exhibit 27 for me, please.

A Which one's Exhibit 27?

Q It's one of the documents Ms. Driscoll passed to

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you. All right. If you would look at Exhibit 27, please.

A Okay.

Q I can't remember if you answered this question, but did you receive this document?

A I don't recall this document. I must have at the closing because that's when I signed it.

Q You did sign it on Page 2; correct?

A Yeah. At closing they just hand you documents and you're just signing them.

Q If you would, on the very first page up under the heading Condition of Property, do you see where I'm looking?

A Yes.

Q Would you read the second sentence under that heading?

A Where it says the property?

Q Yeah. The sentence "after that," please.

A "After that, an appraisal will be performed to estimate the value of the property. This appraisal does not guarantee that the house is free of defects. You should inspect the property yourself fully or hire a professional inspection service to inspect the property for you."

Q And you would agree that this statement says the

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appraisal does not guarantee that the house is free of defects?

A Correct.

Q And it also instructs you that you ought to hire a professional inspection service to inspect the property for you?

A Yes.

Q And no inspection was ever done of this property; correct?

A No.

Q And if you'd look on Exhibit 28. And, again, you signed this document; correct?

A Yes.

Q And in the middle of that paragraph, after the $145,000 price, would you read the sentence that starts with "the purchaser"?

A "The purchaser has the privilege and option of proceeding with the consummation of the contract without regard to the amount of the appraised valuation. The appraised valuation is arrived at to determine the maximum mortgage for the Department of Housing and Urban Development to ensure HUD does not warrant the value of the condition of the property. The purchaser shall satisfy himself or herself that the price and

condition of the property are acceptable."
Q And you would agree that that essentially says the appraisal is only for the purposes of HUD?
A Yes.
Q And you would agree that the appraisal is not for purposes of identifying defects; it is for the purpose of establishing a value of the property?
A No.
Q Okay. What's wrong with that statement?
A Because if the representations on the appraisal aren't accurate, then it's not a correct representation to HUD on the value of the property for the purposes of making the loan.
Q All right.
If the representations on the appraisal are correct, you would agree that it is a correct value on the property?
A Yes.
Q And would you also agree that a trained home appraiser would be -- have superior knowledge to one who was not trained in appraising property to determine what would affect the value of the property and what would not affect the value of the property?
A Yes.

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Q And you would agree that Mr. Blue has that training and you do not?
A I would have thought so until he falsified the appraisal.
Q All right.
But you would agree that since Mr. Blue is a certified home appraiser, he has superior knowledge in how to appraise a property than you do?
A He does. And therefore he has a high standard to meet.
Q Is Robert Evans a licensed home inspector?
A No. Brian is.
MR. OGBURN: I'm sorry?
THE WITNESS: Brian.
MR. OGBURN: Brian who?
THE WITNESS: His name is on there on the witness list.
MR. OGBURN: Grissom?
THE WITNESS: Yes.
Q Did Brian Grissom do an inspection of the property?
A He did in March of 2016.
Q After you closed?
A Yes.
Q You have asserted in your complaint cause of action against Brian Blue and Appraisal Innovations based

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on conspiracy; is that correct? Yes?

A Yes.

Q What conspiracy do you allege that Mr. Blue and Appraisal Innovations engaged in?

A Mr. Blue had numerous errors in his appraisal. There's certain standards in the FHA Handbook, which is referenced in here that you had me -- that we did read as to things that are required.

For example, in the FHA Handbook, it states any property which has direct contact to the ground must have a CL-100. That's just one of the examples. Different defects.

In the FHA Handbook, there's references to rails in some of the supplements.

Mr. Garvey and the other realtors knew that the items which I questioned were not correctly represented by Mr. Blue. So in a conspiracy, what I'm saying to you is: These pictures were not made the day when he went out there either time. He -- this is not on a slab. I mean, this is on a slab. It's not a crawl space, which he says he went under and looked at.

Q Let's do it this way. You allege that there's a bunch of errors with his appraisal; correct?

A Yes.

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Q Okay. Aside from errors in the appraisal, what did Mr. Blue do to engage in a conspiracy?
A To me, a conspiracy would be when you talk to other people who have knowledge and who had a responsibility to make sure things were accurate and legally testified to. And supposedly Mr. Garvey was with him at these appraisals and, therefore, he knew.

The other realtors knew that there were errors in this appraisal.

Q What was the purpose? What do you believe was the purpose of this conspiracy?
A I have no idea.
Q So you don't know why all these parties would have conspired?
A No.

I will say to you what was told to me by Ms. Heckland in Congressman Norman's office.

MR. RACINE: Objection.

Q You don't have any evidence that Mr. Blue actually got together with any of these other Defendants and said, "We're going to conspire against Ms. Baber," do you?
A I don't think the terms were used.
Q All right.

A But I do believe that happened.
Q What do you believe Mr. Blue agreed to do with the rest of these Defendants that constitutes a conspiracy?
A He -- I believe that the evidence shows that he did not go over each item as he was requested to do by Summit that were contained in the LLR.

I believe that he did not -- the utilities, the water was not on. That was specifically told to me by Jonathan and by Robert Ouzts that it was.

I specifically asked the questions about the roof to Garvey and to Summit.

I specifically asked -- for example, the pictures, you know. When were the pictures made? I got questions like, well, it doesn't matter. He didn't find anything.

Yet the information I have now is that the condition of this house was known by Garvey. And he did not relay that to the appraiser. And if the appraiser -- he has a great reputation. I've checked him out. Why he did what he did, I mean, it's like, you know, I can't answer that. You'll have to ask him that. Why did he intentionally think it was okay to falsify an appraisal? That's a question you'll have to ask him. We'll ask him

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in court.
Q You contend -- it's your allegation that Mr. Blue intentionally falsified his appraisal report?
A Yes.
Q Okay. And your fault with Mr. Blue is essentially that he did a bad appraisal?
A Yes. And he even was made aware of it before he did the second one.
Q So you fault him for doing a bad appraisal. And you fault him for doing a second bad appraisal.
A Ah-huh.
Q And you fault him for not listing all the defects with the property; correct?
A I fault him for certifying an appraiser -- appraisal which could not be certified. The water was not on. And the items which were addressed -- and it can be found in the Handbook such as the rails were not. And if he had correctly appraised the property, it would not have appraised. They wouldn't have made the loan.
Q Okay. What do you believe was Mr. Blue's motivation for doing it?
A I have no idea. You'll have to ask him.
Q So you don't know his purpose for engaging in this alleged conspiracy?

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A I don't know. I don't know what Jonathan's was. I don't know what anybody's was. I'd love to know.
Q Do you believe that --
A Let me finish.
Q Okay.
A I was already looking -- Jonathan and I had already made another list, okay, of houses to look at. Because I believed that when he went back out there, that he was going to change the appraisal. And once we started getting the inspections, that it was not going to appraise.

And I did not have the money -- if I was wrong, you know. If I was right, then I was told by Jonathan and an email from Summit that you have -- which says don't be disappointed. I talked to Steve Reynolds about doing a --

MS. DRISCOLL: Objection.

THE WITNESS: You're asking me why.

Q This is not responsive.
A Okay.
Q Let's do it this way.

Do you believe that Mr. Blue -- or let me back up.

Do you believe Summit Funding paid Mr. Blue to do the appraisal?

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A I paid him.
Q Okay. You believe you paid Mr. Blue to do the appraisal; correct?
A Yes, sir. Yeah. It came out of my money.
Q Do you believe that Mr. Blue's right to that payment depended on what his valuation of the property was?
A No. He was supposed to do an accurate appraisal, make sure I was getting the value and Summit was, as well.
Q So you would agree that Mr. Blue was going to be paid no matter what his appraisal found?
A Yes.
Q So there was no incentive for Mr. Blue to either make the appraisal worse or make the appraisal better, he was getting paid the same no matter what?
A Yes.
Q So there was no incentive for Mr. Blue to conspire with anybody else to give a false appraisal report?
A I can't answer that. I'm not Mr. Blue.
Q Well, you would agree that he was being paid the same amount no matter what his appraisal was?
A To my knowledge.
Q All right.

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Do you have any -- do you have copies of any emails, letters, or anything else between Mr. Blue and any other Defendant that talks about defrauding you?

A Not using the word defraud, no.

Q Do you have any document, correspondence, letters, emails, anything that Mr. Blue or any of the other Defendants sent to each other that says something like "we need to trick Ms. Baber into purchasing this property"?

A No.

Q All right.

And do you think that Mr. Blue intentionally set out to hurt you?

A I don't know -- no, I don't know what his intentions were.

Q So you don't think that he sat down and said, "how can I injure Ms. Baber"?

A I don't think he thought about it at all.

Q He just did a bad appraisal, according to you?

A He didn't do his job.

Q Okay. Just bear with me just a moment.

A Jonathan could probably answer that better than me.

MR. RACINE: I'm done for now. I'll let these guys go. If I think of something, I'll re-visit.

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Just for interest of time.

* * * * *

FURTHER EXAMINATION BY MR. OGBURN:

Q Ms. Baber, I do have a few more questions I wanted to ask you. And I wanted to start with something you said.

Are you anticipating giving us additional documents in this lawsuit?

A No. It's like I told you. As I find other things, because I've had boxes and boxes to go through. If I find things, I'm going to provide those.

Q Okay. And we talked about receipts and proof of work that had been done and stuff?

A And I'm still trying to find all those, whether or not I can. I mean, I know how much I've spent.

Q And you're getting us copies of checks?

A I doubt -- a lot of things I paid in cash.

Q Did you get invoices or receipts?

A I can get those.

You have to remember, I didn't know what I was up against. So that when I went into this house and everybody was telling me I was wrong, my thing was -- is to get my house fixed.

My mother died. I was able to get $20,000 in advance off the estate, which immediately I put

into a home account to pay for things. I took out $8,000 out of my thrift account to make -- start making the house safe. I borrowed $10,000 from friends. I got $20,000 from my mother's IRA.

Q Who were those friends you borrowed the money from?

A Friends that I work with.

Q What are their names?

A Bruce Larsen. Howard Murphy. John Green. John Griffa.

Q Did you borrow the same amount from each of them?

A No, it was just -- if there was a situation like when the back door fell in, I needed to pay somebody to fix that. You know. Somebody said, here, let me send you some money. They were aware that I was extremely concerned for the safety of the family. This is just not what we were -- we had to stop the improvements.

Q Okay. Did you pay them back for the money you borrowed?

A I have not.

Q You have not. So you still owe it?

A Yes.

Q Do you have any correspondence with them about what you owe them?

A No.

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I could get it. I mean, they're --

Q Do you have any evidence that you borrowed the money?

A Oh, yeah. They would definitely say I have.

Q Okay. But do you have any emails about borrowing money?

A No.

One guy's in Iraq. He just sent me a thousand dollars yesterday.

They knew the situation of the house and were willing to help because of conversations that we had.

When I answer this, you can say that's not what you're answering, but you can stop me.

I have numerous communications with a lot of different people. And they were some of the ones who also the people that loaned me money talked to and they knew how bad the situation was.

Q When you borrow money from somebody, do you put it in your checking account?

A I opened up a special account called my home expense account. And I put most of it in there.

Q Okay. What bank is that with?

A PNC. That account's closed.

Q Okay. And when did you open that?

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A Probably sometime in 2016.

Until that time, I was just, you know -- until 2016, I did not know that there was no home inspection and that there was no termite report.

Q I'm asking about the bank account.

A That's when I started opening -- because I thought, okay, this is going to be more expensive than I thought, all these things.

I was going after the termite guy. I was trying to find who did this termite inspection because he didn't do his job. That's who I was going after.

Q When did you close the home expense account?

A It's still open. I mean, it's only got like $14 in it.

Q I thought you told me it had been closed?

A Well, it's been closed as far as like this is concerned. I keep a few things in there.

Q Okay. And did you pay expenses related to your repair of the house out of that account?

A Yes. And also my other accounts, as well.

Q Your complaint asks for attorneys' fees.

A There aren't any attorneys' fees.

Q Okay. We've talked about this missing page for the HUD. The GFE Number 6. Do you have a copy of

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that?

A Ah-huh. You got it in your copy of the appraisal that you have. I mean, of the closing.

Q Here?

A No. It's in the 200 and some pages that I got from the -- when Summit sent the copy of the complete closing package of the LLR. Not to the LLR, but the banking and finance, and I forwarded that to you. That's one of the ones you couldn't open.

Q Can you pull that page out and send it to us?

A There's about six of them. There's one right behind the ones that you have.

Q Because I'll be honest. I'm not sure I know what documents you have that came from where.

A Okay. Well, this one came from banking and finance because they had been trying to get Summit Funding to send them the -- I couldn't get them to send it to me. And so I did a Freedom of Information request. And they sent it. So that one came directly from Summit.

And it has a note on there that you should be able to tell how it is. I forwarded it to you. This was in December. The one that came to you in December. And I actually had it compressed so that you could open it. It was in December of 2018.

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And there was a note on there that the CL-100 -- I got real excited. There was a note that they had sent the closing documents, the CL-100, and the home inspection. And I notified the State.

Q The question was: Can you send me -- I want the one page missing --

A I don't know how to do that. I don't know how to pull one page out.

Q Can you print it out and mail it to me?

A I'll just resend you the document.

Q I don't want 400 pages. I want to know what the one page is that you say is the missing page from the HUD. Otherwise, what we have to do is we have to do this again. I have to sit here with a pile of paper and go: Is this it? Is this it? Is this it?

A Okay. I'll see if I can find it.

MS. DRISCOLL: Do we want to take a break for a second?

MR. OGBURN: We can take a break and give you time to look for it if you think you got it. On your phone?

THE WITNESS: I got it on there, the documents, because I sent it again to someone.

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I just sent it to the OIG.

MR. RACINE: Let's take a break. Go off the record.

(Recess held.)

THE WITNESS: What am I looking for?

Q You're looking for the missing page of the HUD.

A There's so many pages here, I forget what I'm looking for. I don't know what page this is.

Here's the page, just so you know, that requires the home inspection and the CL-100.

Q I'm looking for the missing page of the HUD report.

A All right. I haven't gotten to the HUD yet. There's also the final doc cover, which requires those items. I'm on page 117 now. I only got 130 more to go.

I think I just accepted it separately because I find it interesting that never included that. Let me see what page this is.

And I'm looking for the page of the HUD that has --

MS. DRISCOLL: The page that you said is missing from the HUD.

THE WITNESS: Okay. I don't think this page is part of the HUD, the one I just found.

Oh, shoot. I got the closing package, but

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the HUD's not on there at all.

Q So you don't have what you believe is the missing page?

A I don't have the HUD at all in here. It should be in the closing package. I'm going back through it again. I'm sure it's here. It's the form that what was it? Was CF something, right?

Q Huh?

A The number of the form.

Q The line you kept referring to is GFE Number 6, I believe.

A Okay.

Q And that you said you believe was the missing page from the HUD.

A Yeah.

I don't think the HUD's on this email. I thought it was.

Q Well, if you find that missing page after this, are you willing to separate it and send it to us?

A Yeah, I'll try to. I'll send somebody something.

Q Who are you sending somebody something?

A Somebody that proofs my stuff for me.

Q Who's that?

A A friend.

Q Who's your friend that proofs your stuff for you?

A I have three of them.
Q Which one are you sending that to?
A Somebody I used to work with in Dick's office.
Q What's their name?
A One of them is Paul Garrett.
Q Is Paul a lawyer?
A I don't think so. He works with John Ashcroft. But he's not a lawyer.
Q Who's John Ashcroft?
A Former Attorney General. They're the ones who got the package from Tommy Pope and from somebody else to refer it to Lindsey Graham to refer it to the OIG.
Q So are these people helping you with this lawsuit?
A They're proofing stuff.
Q Okay. So give me the names of the people who are helping you proof stuff.
A Paul Garrett.
Q Okay. Is he in Rock Hill?
A No. He's in Washington, D.C.
Q Okay.
A Bruce Larsen.
Q Okay. Who's Bruce Larsen with?
A United States Government. He's in Iraq.
John Green.

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Q Who's John Green with?
A He is a minister. Used to do investigations with the -- I forgot who he worked for. He was an inspector of some government agency.
Q Where does Mr. Green live?
A He's in Asheville, North Carolina.

Dick's reviewed a lot of things for me to proof them.

Let's see. I've asked different people in town who are paralegals about questions. They couldn't do anything as far as representing me because they have conflicts of interest.

Q I'm asking for people who have reviewed stuff that you've written.
A I don't think Howard Murphy has. He may have looked at some of it.
Q Who's Howard Murphy?
A He's a friend of mine who lives in Anderson, South Carolina. He works for the college there. And he is a colonel in the government.

Let's see. Steve Hard.

Q How do you spell that last name?
A H-A-R-D.

He's out in Nevada. He's just a long-time friend.

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They would just read over this and say this doesn't make sense or that doesn't make sense. Because the documents we used to go by are yours.

Q But I think we asked you in interrogatory asking for any communications with anybody about this matter. I don't have emails with any of these people.

A I don't really have emails with them. I would send them something and ask: Does this make sense?

Q How do you send it to them?

A I send it to them email.

Q Okay. So you've got emails?

A Yeah.

They're just friends that are just proofreading something, that's all. They're not participating in anything but proofreading.

Q I don't have copies of those emails, though. And that's one of the documents we requested for in the request for production.

A I'll just resend you what you've got, then. Because they got what you got.

Q I want the emails between you and those people. Not the content. Not whatever was attached to it. The emails between you and those people.

A Okay. All it's going to say is: Would you proof

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this?

Q Okay. I'd like all those, please. Because those are responsive to our requests for production.

MS. DRISCOLL: I think it needs to be clear that you want the emails, not just that she sent, but that those people sent her in response.

MR. OGBURN: That's correct.

MR. RACINE: All correspondence.

MR. OGBURN: Any back and forth.

MS. DRISCOLL: Including any changes they may or may not have made to any attachments.

THE WITNESS: See, I don't think I have that because when they send it back to me, I put just it on my Word document. If they said, "Hey, you might want to change the wording on this," then I will just put them in there. I wouldn't have necessarily -- they didn't do it.

Q I understand. But if they communicate back with you with changes or suggestions, then we want copies of --

A I'm just saying to you I'm not sure I have all that, okay.

Q I want everything you got.

A Okay.

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Q Other than Steve Hard, Paul Garrett, Bruce Larsen, John Green, Richard Arnold, and Howard Murphy, are there any other people that have given you advice?
A They're not giving me advice. They were just proofing documents.
Q Reviewing your documents having to do with this lawsuit and making suggestions.
A I have no idea. I really don't. I'm not being ugly. I really -- just this has been five years.
Q We're going back to who did you just send an email to?
A I didn't. I'm looking up.
Q You were going to send an email to somebody?
A Yeah, I was going to send an email to John Green to see if he by any chance had a copy of the closing statement. I don't think he does.
Q Why would he have a copy?
A Because I was preparing for stuff. I went through, I send him copies and say, "look at this."
Q So he would have documents you sent him?
A Yeah.
Q Does John have any -- other than what John's received from you, does John have any ties to this transaction at all?
A No. None of these people do. Okay. Just to look

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at the documents I've done and to say, you know, "Does this make sense?"

Q Okay. So I want to go back to what started all of this. Will you send us a copy of the missing page from the HUD?

A See, I know it's right here because we looked it up.

Q Okay.

A I knew you were going to ask for that. I thought you would be asking today, in fact.

Q Can you do that by the end of next week?

A Yeah. I can get it this weekend because it's also going to be in the documents requests that I'm sending to her.

Q Well, why don't we say that you'll do it by Friday, February 22nd. Or you will respond to us that you could not find it.

A I can find it because I can get it from Summit or get it from -- a lot of these documents and everything, everything I got in, like this particular document we're looking for, that came from the South Carolina Banking and Finance, so if I have to, I can contact them and have them resend it.

Q Okay. Who helped you draft the complaint?

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A I drafted it going by your model.
Q The complaint?
A Oh, the complaint? I took some old complaints that I had from -- I still had from Dick's files, old files, and I put it together. Because it had to be done very quickly. I probably got all those people that you mentioned there to see if they thought of anything that over the last several years because they've helped loan me money to fix things.

I've had communications with asking what I should include with Congressman Norman's office with Ms. Heckland. They've had their Chief of Staff call me to make sure that I had everything included. I've sent stuff to -- which you have -- I noted copies of to HUD.

Q I will say I don't have copies of any of the emails transmitting any of these documents.
A See, some of them were done online, and I just submitted them.
Q If you've exchanged emails with Congressman Norman's office?
A Not emails. Just communications.
Q So how?
A They won't take an email. I've had a meeting with her. I had a meeting -- about an hour and a half

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meeting with Ms. Heckland in 2017.

I met with Tommy Pope. I have an email from his office in Columbia, which you have in your files.

Q I've got that email?

A You do. It's from Doris Taylor to me saying that he referred it to Lindsey Graham, referred it up to the OIG.

Q I don't remember seeing that, but that doesn't mean that it's not in there.

A Okay. And all of these people have copies of, you know, the closing statement and that kind of thing.

Q Okay. Did I hear you say that you've borrowed money from Steve Hard, Paul Garrett, Bruce Larsen, John Green?

A No, I have not borrowed money from all them.

Q I thought you said the people that were looking at your documents are people you borrowed money from.

A Well, Bruce loans me money. But it doesn't necessarily have to do with this. You know, the back surgery and everything and being out of work for three months, I have some wonderful friends that help me with that.

Q Ms. Baber, we talked several times. And I believe Mr. Racine asked you questions, as well, about the

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documents you sent us where you put emails together.

A Yeah.

Q And I think you said at one point it may not be an accurate representation of a single email, but it may be multiple emails.

A Yes.

Q So if I'm reading through -- so you're saying on one page, if you've got several emails, those emails may not flow in time; is that correct?

A Now, I did it to the best I could remember. It's just like the ones that -- that you just got, you know with the interrogatories, questions I'm asking you. Those are -- some of those emails, there may be four or five or six emails which will say the dates, like this is from March the 7th through March the 12th, and here's the stream of emails from those dates.

Q That you've combined into one place?

A Yes.

Q How -- if we're reviewing the documents you produced to us, how do we know what emails go where?

A Well, I've got the dates. I don't put like something from 2018 with 2016. It has a specific

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dates on those emails. And most of those I got off of the information from the four, 500 pages I got from the LLR. Because, see, I sent a lot of stuff into them before my computer crashed. And then when it did that, I had to try to cut and paste what I had sent to them.

MR. OGBURN: I don't think I've got anymore questions. But I do reserve the right to reconvene the deposition to the extent we get stuff -- additional materials from you relating to damages on the house, relating to communications with other people, anything like that.

MS. DRISCOLL: Or any alleged missing pages of any exhibits.

MR. OGBURN: Yeah.

THE WITNESS: Hold a second. I'm going to try to get, see if I could get somebody to send me that because that was one of the things that I talked about. I know with Dick -- and I don't think he can get to it real quick, but I'll ask him, the closing on --

MR. OGBURN: Do you want to step outside and make a call?

THE WITNESS: No, because they probably

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wouldn't answer the call.

MR. OGBURN: So who are you sending an email to now?

THE WITNESS: I'm sending it to Dick's wife because she's got some of his files handy.

MR. OGBURN: What's her name?

THE WITNESS: Glenda Arnold. She's a realtor in Columbia, South Carolina.

MR. OGBURN: Do y'all have any questions?

MS. DRISCOLL: You can go ahead.

MR. RACINE: I do, just briefly.

* * * * *

FURTHER EXAMINATION BY MR. RACINE:

Q Have you ever worked for the Federal Housing Authority?

A No.

Q Have you ever had any training from the FHA?

A I know we were doing compliance reviews with the State and everything. We would go to different classes. But a lot's changed since I did that.

Q Do you know what the minimum standards for property are for the Federal Housing Authority?

A Not for all the programs. I do for Fannie Mae and Freddie Mac. I know what the standards are.

Q How do you know what the standards are?

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A Well, there's a booklet that's got it. And also it's on all the forms that are in your packages that you got in the closing statement.

If you call -- call actually the Summit Funding office here in Cornelius, North Carolina, they will tell you what they are.

MS. DRISCOLL: Objection.

Q So your knowledge of what minimum standards for property under the FHA are based on documents that you've reviewed?

A Yes.

And it's been gone over with me.

Q By who?

A Congressman Norman's office.

Q Who at Congressman Norman's office?

A Ms. Heckland. We talked about the different documents.

Q Is she affiliated with the FHA?

A No.

Norman's one of the largest real estate companies here, and she's kind of her top person. When she and I met and I told her what documents I didn't have and did have, comments that she made.

Even Mr. Jeff Kott at Banking and Finance, once he found out that they had not handled this

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correctly --

MS. DRISCOLL: Objection.

MR. RACINE: Objection.

THE WITNESS: He basically said to me, "We really screwed up this one."

MS. DRISCOLL: Objection.

MR. RACINE: Objection.

THE WITNESS: Well, you're asking me a question.

MR. RACINE: You're not answering my question, but that's okay.

THE WITNESS: I'm just giving you the answer. What's your answer? What's your question?

Q Here's my question: Do you know whether intact vital sites is required for an FHA property?

A No.

Q Do you know whether a certain number of bathrooms are required per bedroom for an FHA property?

A No.

Q Do you know whether a working dishwasher is necessary for FHA property?

A I know that according to the appraisal that's being done for the FHA loan, it states that it has to be on and working.

Q That's not my question. My question is: Do you

know whether a house is required to have a dishwasher?

A Oh, no. I don't know.

Q So there are -- you would agree with me that there are certain things about houses that you don't know whether that would cause them to not qualify under the FHA rules?

A I do not know all the rules. I do know what is required of specific type loans. I know what the requirements are of this specific type loan.

Q And you know that because you've read FHA publications?

A Because it was told to me by Allen Tate's real estate. It was told to me by Mr. Gillen's office. It was told to me by Summit Funding.

MS. DRISCOLL: Objection.

Q Okay. So let me ask it this way --

A And it's in the closing package.

Q When Mr. Blue did his appraisal, he found that the property met the minimum requirements for the FHA loan. You'd agree with that; right?

A That's what he said, but it did not.

Q And in making that decision, presumably he looked at the property and made a judgment call whether that property met the minimum requirements;

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correct?
A I don't know what he did because he didn't mark things correctly. So I don't know how he came about his decision.
Q Okay. When you went through the property, you noticed various issues?
A Yes.
Q The deck being one; correct?
A Ah-huh.
Q And that was just based on a you looked at it and saw it, it was right there; right?
A Yes.
Q You didn't have to do any analytical testing or anything like that?
A No.
Q You would agree with me that if Mr. Blue was there and looked at the deck, he would see the same site that you saw; correct?
A I would think so. But I don't think he was there when I was there.
Q Okay. Maybe I asked that badly.
A The pictures he took when he was there supposedly were not the pictures -- could not have been taken on that day. So I don't know what he saw.
Q Regardless of the day he went, the issues you saw

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when you first went to the property were still there when you moved in; correct?

A Yes.

And some of those he should have marked on the FHA qualification.

Q That's not my question.

A Okay.

Q My question is: You saw certain issues with the property when you went for your first visit; correct?

A Yes.

Q And those same issues were present when you went back after you closed and moved in; correct?

A Yes.

Q So presumably, unless they were repaired and then messed up again when Mr. Blue went, he saw those same things; correct?

A He should have.

Q All right.

How do you know that those issues would leave -- would prevent that property from qualifying under the FHA?

A Are you ready? Okay. All right. The house required -- the appraisal says -- states that it was -- had a crawl space and he went under it; all

right?
Q How do you know that a house is required to have a crawl space under the FHA?
A I didn't say it was required. It says that if it has one, you're required to go under there and look; okay?
Q Okay.
A It had.
Q Does your house have a crawl space?
A No.
Q So Mr. Blue would not be required to go under there and look, would he?
A No. But he marked that it had a crawl space. Okay?
Q Okay. Does that matter?
A Yes.
Q How so?
A Because there's a code, and you've got it. I sent it to you, and I'm sure you have it. That if a property, an FHA property, has any part of the property that is directly in contact with the ground, it's required to have a CL-100.
MS. DRISCOLL: Objection.
Q Okay. So that's what you believe; right?
A That's what I know. It's in the booklet. Look in

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the FHA Handbook.

Q Okay.

A So what I'm saying to you is: He marked issues that were -- all right. Example. He put that he went up in the attic via a stairway where you pull down the stairs and viewed the roof and saw no damage. Okay?

Q Okay.

A I don't have stairs to get up into the attic.

Q Let me ask it this way. Because I understand what you're saying. I'm not making my question clear. Let me try to clear it up a little bit.

Assuming that all the issues of your house were listed on an appraisal report, how do you know that that still would not have qualified for the FHA loan?

A Because it could not qualify for FHA loan if it was not accurate.

Q Okay. But let's assume it was accurate. Let's say -- assume that every issue with your house was listed on the appraisal report. How do you know that those issues would be sufficient to prevent that property from being acceptable under FHA rules?

A Because it would have created a defective. And

under the FHA rules, if there's a defectiveness of rot or certain percentages of rot or, for example, the rails, FHA Handbook tells you the height that the rails and the length -- there has to be rails in order to meet the safety requirements. If those aren't there, that has to be fixed. And Jonathan told me that. He told me he'd put up the rails for me.

MR. OGBURN: Objection.

THE WITNESS: And the other thing is it had to have utilities on, sir. You and I have talked about that before. There were no utilities on.

Q Well, we discussed that.

A And Summit became aware of that on the first week of June.

MS. DRISCOLL: Objection.

MR. RACINE: Objection. Nonresponsive.

Q But you've had no training from FHA; correct?

A No.

Q You're not a home appraiser?

A No.

The only thing I've done with FHA and the appraisal is not being able to close a loan when we were supposed to close them because these things

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weren't done.

MS. DRISCOLL: Objection.

THE WITNESS: You asked me what I knew. That's what I know.

MR. RACINE: Okay. That's all I have.

MS. DRISCOLL: I just have a couple followup questions.

* * * * *

FURTHER EXAMINATION BY MS. DRISCOLL:

Q Ms. Baber, what was your email in 2015?

A Pardon?

Q What was your email address in 2015?

A Yahoo.com.

Q What was the -- it was more than Yahoo.com. What was your email address?

A I don't remember if it was Baber.karen or Karen.baber.

Q If it's Baber -- if I have an email from you that says Baber.karen@yahoo.com, is that your correct email address?

A It should be at that time.

Q Do you have access to that email at this time?

A I do not.

Q You do not have the ability to produce to me emails in their original format from that email?

A No.
Q What is your email now?
A Kokb1951@gmail.com.
Q Do you have the ability to produce emails to me in the original format from that email address?
A If you mean by original what I may have transferred over there, I probably have most of those.
Q What I mean by original format is as an email and not a PDF. Do you have the ability to provide to me an electronic copy of the email as an email message and not a PDF?
A I'm still not following. Of an email?
Q Yes.
A I don't know. I don't know. I don't know what you're referring to.
Q If I asked you --
A If I was going to send you something from my email, I would go through and copy it and send it to you.
Q So you would not just forward me the original email?
How would you send me the email?
A Like I have been.
Q As a PDF?
A I haven't sent you a PDF of emails.
Q I have multiple emails from you with

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PDF attachments. Is that what you're talking about?

A I may have done it both ways, I don't know.

Q Do you have the ability to send me an email as a PST file?

A I don't know what that is.

Q That is the original format of the email. So it would come up on my screen as an email rather than a PDF file.

A I don't know. I don't know. I send emails. I don't use things very often.

You know. If I'm doing a document like this, I'll try to put it -- I don't even have Word on my computer. I have to put it on Google Docs and resend it and save it on the drive and send it.

Q So you don't have any of the original emails from the email address Baber.karen@yahoo.com?

A No.

Q You don't have any way to access those?

A No. I've tried.

Q When did you start using the klkb1951@gmail.com address?

A Probably around -- maybe -- I don't recall. 2016 maybe.

Q It was not in 2015?

A I don't know. I do not remember when I set that up.
Q Did you use klkb1951@gmail.com during the period of time from January 2015 through July of 2015?
A I don't recall.
Q When did you stop using Baber.karen@yahoo.com?
A I don't recall.
Q Was it in 2015?
A I don't recall.
Q Would you have any emails related to the closing of this loan?

And when I say "this loan," I mean the loan that's the subject of this action, that would have come from the klkb1951@gmail.com?

A I do have, but I don't know when -- that would have been probably after the loan was closed. I think I was changing over emails during that time because I had -- I was able to go back and get some of them.

You should have one email, for example, that has Colleen Cowens and that I sent to the state that is like a whole bunch of emails on top of each other, and that's when I tried to change everything over and I wasn't successful.

Q Ms. Baber, all I'm asking you about right now are your email addresses.

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Why did you stop using Baber.karen@yahoo.com?

A There was just -- it got hacked. And there was just a lot of emails on there. I'd been using it for a long, long time. And I needed to get a new email address.

Q When did it get hacked?

A I don't remember.

Q Was it before or after the closing of this loan?

A I don't recall.

Q So there's a possibility someone could have hacked into your email prior to this loan closing?

A I don't know. I just know that I was getting a whole lot of things on there, a whole lot of junk mail, a lot of things that were coming to me. And with the job I do, I went to two emails. One was the klkb. And then I had my government email. But I didn't do any of this business on the government email.

And I also had an email that was -- I still had availability for, it was called JBEZ12@juno.com. I no longer have that one. There were some things done on that one.

Q Some things done on that related to this loan closing?

A Possibly. There was people that, you know, I would

send pictures to or different things about the house. But that one I hadn't.

Q Has that been produced?

A I don't have those.

Q Why not?

A They were just friends that I sent pictures to about the house to show it to them. I don't even have the password for that anymore. I think Juno's been closed, actually.

MS. DRISCOLL: I don't have anything further. But, like Mr. Ogburn, I'm going to reserve the right to reconvene this deposition.

MR. RACINE: As will I.

MR. OGBURN: I'm good.

THE WITNESS: Right now you want from me --

MR. OGBURN: Stay on the record, then.

MS. DRISCOLL: I think we want to stay on the record because, Ms. Baber, I think all of us want a copy of whatever recording you're making of this deposition.

MR. OGBURN: Yes.

MS. DRISCOLL: So that we can make sure that we all have the same information.

THE WITNESS: Okay. I think I know how to do that. But if I have to -- I'm not sure how to

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do it, but I'll figure it out. Do you know how to do it?

MR. OGBURN: I don't know.

And you've had that recording running throughout the entire day; right? Whether we were on break or not?

THE WITNESS: No. I cut it off then.

MR. OGBURN: You cut it off when we were on break?

THE WITNESS: I did.

MR. OGBURN: I think we would like a copy of it, then.

MR. RACINE: Yep.

THE WITNESS: Let me see if I can do that.

MR. OGBURN: But let's go through the documents. You're going to provide us a copy of the recording from today.

THE WITNESS: Okay.

MR. OGBURN: Provide us a copy of the missing page from the HUD, that you'll provide by Friday.

You're going to provide any other records relating to repairs made?

THE WITNESS: I'm in the process of trying to do that. I don't know if I can get all that

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together. It's been over such a long period of time.

MR. OGBURN: Are there any other documents that we talked about?

MS. DRISCOLL: Communications with folks.

MR. RACINE: Parties.

MR. OGBURN: Communications with the individuals who reviewed things for you.

MS. DRISCOLL: I think we can say all third parties relating to this case.

THE WITNESS: That could be numerous. I don't even --

MR. OGBURN: That's fine. We've asked for them.

THE WITNESS: I have no idea who I didn't tell. My daughter.

MR. OGBURN: Well, that's what we've asked for. Anything else?

MS. DRISCOLL: That's all.

MR. OGBURN: I think we can go off the record.

THE WITNESS: The people I've talked to, there's nothing in writing, do you want those? Those names?

MS. DRISCOLL: The people you identified.

THE WITNESS: I asked if they wanted me to

give a list of the people that I have spoken with. I imagine that would be like you're talking about Representative Pope?

MR. OGBURN: Anybody.

THE WITNESS: Congressman Norman's office.

MR. OGBURN: Friend, elected official, police, anybody.

THE WITNESS: Okay. Most of that you have. But some of them, of course they didn't want to go on the record or do anything because of the political climate.

MR. OGBURN: I understand. But we want to know whether you talked to them.

THE WITNESS: Okay. That's not a problem. Just need to promise them you won't leak anything. They don't want this to be a scandal. This is the worst case they've ever seen in South Carolina, so --

MR. RACINE: Object to that representation. If they're involved in the case, they're subject to subpoenas.

THE WITNESS: They're not involved with the case. They're just saying, when I talk to them --

MS. DRISCOLL: If you spoke with them, they

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are involved in the case. And they are subject to subpoena. They were a witness in this case.

THE WITNESS: Okay. That's fine with me. I'd love it. That would be great with me. I'd love for -- get his office and all these people would have to say we can't take this. This is a mess.

(WHEREUPON, the taking of the foregoing Deposition was concluded at 3:32 p.m.)

* * * * *

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STATE OF SOUTH CAROLINA C E R T I F I C A T E

COUNTY OF CHESTER

I, Kathy A. Cortopassi, RPR, RMR, CRR, CCP, CBC and Notary Public, do hereby certify that KAREN KIRBY BABER was duly sworn by me prior to the taking of the Deposition; that said Deposition was taken and transcribed by me; and that the foregoing 280 pages are a true and accurate transcription of the testimony of the said Plaintiff.

I further certify that review and signing of the transcript by the witness was not discussed and deemed reserved.

I further certify that the persons were present as stated.

I further certify that I am not related to, of counsel for nor in the employment of any of the parties to this action.

IN WITNESS WHEREOF, I have hereunto subscribed my name, this the 27th day of February, 2019.

Kathy A. Cortopassi

Kathy A Cortopassi
Registered Merit Reporter
Certified Realtime Reporter
My Commission expires:
January 3, 2028

ERRATA SHEET FOR THE TRANSCRIPT OF:

Case: Baber vs. Summit Funding, Inc., et al.
Case Number: 2018-CP-46-01592
Deponent: Karen K. Baber
Date: 02/15/2019
Reporter: Kathy A. Cortopassi

I, the undersigned, do hereby certify that I have read the transcript of my testimony, and that

[ ] There are no changes noted.
[ ] The following changes are noted:

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Deponent's Signature

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EXHIBIT
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EXCLUSIVE RIGHT TO BUY
BUYER AGENCY CONTRACT

1. APPOINTMENT OF BROKER: By this contract Kenan Baber ("Buyer") appoints Broker in Charge of Allen Tate Co., Inc. Company ("Broker") as Buyer's exclusive agent, subject to the terms and conditions stated in this Contract. By appointing Broker as Buyer's exclusive agent, Buyer agrees to conduct all negotiations for the types of property described in Section 2 below through Broker, and refer to Broker all inquiries made to Buyer about such properties from other brokers, salespersons, sellers and others during the term of this contract. "Negotiation" as used in this agreement shall mean property shown, negotiated, or information requested by Buyer through Broker.

2. PURPOSE OF AGENCY: Buyer desires to purchase or lease real property (which may include items of personal property) described as follows:
Type: (X) Residential ( ) Commercial ( ) Industrial ( ) Vacant Land ( ) Other
General Description: Single Family
Approximate Price Range: $ 150K
General Location: Rock Hill
Preferred Terms:
Other:

3. BROKER'S DUTIES: (a) The Broker shall provide to Buyer a meaningful explanation of agency and shall use Broker's professional real estate knowledge and skills to represent the Buyer in a diligent and effective manner and to locate property which is available for purchase or lease and suitable to the Buyer; (b) If the Broker is not representing the seller, the Broker shall represent solely the interest of the Buyer in all negotiations and transactions regarding the acquisition of real property, and repudiate any agency or subagency relationship with the seller or the company representing the seller and shall not claim the subagency compensation offered to the selling broker in the Multiple Listing Service; (c) If the Broker represents the seller as well as the Buyer (i.e., disclosed dual agency), the Broker shall not disclose to the Buyer information obtained within the confidentiality and trust of the fiduciary relationship with the seller, nor disclose to the seller information similarly obtained from the Buyer, without the consent of the party adversely affected by the disclosure; (d) the Broker may represent other buyers who may be interested in the same property as the Buyer. Upon the termination or completion of this agreement, Broker shall keep confidential all information received during the course of this agreement which was made confidential by written request or instructions from the client, except as provided for under South Carolina law.

Broker represents that Broker is duly licensed under the laws of the State of South Carolina as a real estate broker. Broker will use his best efforts as Buyer's agent to locate property of the type described in Section 2 of this contract and to negotiate acceptance of any offer by Buyer to purchase or lease such property. During the term of this Contract, Broker will give Buyer information describing and identifying properties that appear to Broker to substantially meet the conditions set forth in Section 2.

4. BUYER'S DUTIES. BUYER AGREES TO:

(A) Work exclusively with Broker and its Affiliated licensees during the term of this agreement by: (1) viewing any property (previewing, etc.) only with Broker or Broker's designated representative and not with another real estate broker, salesperson or seller; and (2) exclusively allowing Broker of Salesperson to identify property, negotiate for Buyer and otherwise to represent Buyer; and (3) referring to Broker all inquiries received in any form from any other real estate broker or affiliated licensees; and (4) holding Broker harmless from liability as a result of incomplete/inaccurate information provided to Broker by Buyer or Seller; (5) holding Broker harmless from liability as a result of Seller's failure to provide a complete Seller's Property Condition Disclosure statement; and (6) indemnifying Broker against all claims, damages, losses, expenses, or liability arising from the handling of earnest money by anyone other than Broker.

(B) Assist Broker and its Affiliated Licensees in the process of identifying, negotiating and contracting to purchase, lease or otherwise acquire by: (1) providing Broker with reliable information (including financial information and written authorization to obtain verification of funds) that Broker deems necessary for the performance of this Agreement; and (2) making himself available to meet with Broker and to see properties, in order that the Broker will be able to perform the promises of the Brokerage Engagement.

(C) Provide Broker and its Affiliated Licensees the following information: (1) general nature, location, and requirements of desired property; and (2) price range, and other terms and conditions relating to desired property.

(D) To authorize Buyer's attorneys and the settlement agent to furnish to Broker copies of the final HUD-1 settlement statement for the transaction prior to the closing date.

5. COMPENSATION OF BROKER: Brokers fees will be deemed earned when Buyer is under contract to purchase any property presented by Broker or negotiated by Buyer. This fee will be due and payable at closing or upon Buyer's default. If Buyer defaults, the total compensation that would have been due Broker will be due and payable immediately in cash from the Buyer. In consideration of the services performed by Broker under the terms of this Contract, Buyer agrees to pay Broker the following fee(s): **(CHECK ALL APPLICABLE SECTIONS)**

☐ a. **Retainer Fee:** Buyer will pay Broker a nonrefundable retainer fee of $ _____ due and payable upon the signing of this contract. This fee [ ] shall or [ ] shall not be credited against the Brokerage fee.

☐ b. **Service Fee:** Buyer shall pay Broker a Service Fee of $ _____ to be paid on _____ ,20 _____ ,whether or not Buyer purchases any property. **(Check applicable sub-section.)**

[ ] This Service Fee shall be the only fee due Broker from Buyer under the terms of this Contract.

[ ] This Service Fee shall be credited against the Brokerage Fee described in subsection (c) below and shall be kept by Broker whether or not a Brokerage Fee is earned.

[ ] This Service Fee shall be credited against the Brokerage Fee described in subsection (c) below and shall be kept by Broker whether or not a Brokerage Fee is earned, unless Buyer enters in to a purchase and sale agreement. In the event that Buyer enters into a purchase and sale agreement, Buyer and Broker agree that the above Service Fee will be credited against the Brokerage Fee as defined below.

☐ c. **Brokerage Fee:** Buyer shall pay Broker a Brokerage Fee which is the greater of $ _____ or _____ % of the purchase or total lease price (renewal, if applicable) of any property purchased or leased by Buyer, including "For Sale by Owner" properties. If within _____ days after the expiration of this Contract Buyer purchases or leases any property which Broker has negotiated during the term of this Contract, Buyer will pay Broker the Brokerage Fee stated above. Broker shall use his best efforts to obtain payment of the Brokerage Fee out of the transaction, but Buyer shall have the obligation to pay Broker the Brokerage Fee set forth in this Contract if Broker cannot obtain payment of such fee out of the transaction. Any fees paid by the seller or seller's agent shall be credited against the Brokerage fee.

☑ d. **Brokerage Fee:** Broker shall obtain payment of the Brokerage Fee out of the transaction. Broker shall be paid by the cooperating broker as stated in the Multiple Listing Service or as agreed to by the Broker and cooperating broker, or as agreed to by the Broker and Seller in a "For Sale By Owner" transaction. Buyer shall not be responsible for paying Broker the Brokerage fee.

EXHIBIT
tabbies
B

5. TERM OF AGENCY: Broker's authority to act as Buyer's exclusive agent under the terms of this Contract shall begin on 11-1, 20 14 and shall end at 11:59p.m. on 4-1, 20 15.

7. CONSENT TO DISCLOSED DUAL AGENCY/DESIGNATED AGENCY: (INITIAL APPLICABLE CHOICES)

BB Buyer acknowledges receiving an explanation of the types of agency relationships that are offered by brokerage and an Agency Disclosure Form at the first practical opportunity at which substantive contact occurred between the Broker and Buyer.

Buyer acknowledges that after entering into this written agency contract, agent might request a modification in order to act as a **dual agent** or a **designated agent** in a specific transaction. If asked:

_____ Permission to act as a dual agent will not be considered.

BB Permission to act as a dual agent may be considered at the time I am provided with information about the other party to a transaction. If Buyer agrees, Buyer will execute a separate written **Dual Agency Agreement.**

_____ Permission to act as a designated agent will not be considered.

BB Permission to act as a designated agent may be considered at the time I am provided with information about the other party to a transaction. If Buyer agrees, Buyer will execute a separate written **Designated Agency Agreement.**

8. OTHER POTENTIAL BUYERS: Buyer understands that other potential buyers have entered into similar agency contracts with Broker which may involve the purchase or lease, through Broker of the same or similar property or properties as Buyer is attempting to purchase or lease. Buyer consents to Broker's representation of such other buyers.

9. INDEMNIFICATION OF BROKER: Buyer promises to disclose to Broker whether Buyer has signed any agency agreement with any other Broker, or has been given prior information about any property that is the subject of this Contract by any other Broker or salesperson, or has previously been shown any such property by any other broker or salesperson. If Buyer fails to tell Broker about such other broker's or salesperson's involvement, and Broker incurs any loss or damage as a result of any claim being brought against him on account of such involvement, due to no fault of Broker, then Buyer shall pay Broker all such losses and damages incurred by Broker because of such claim.

10. DISCLOSURE OF BUYER'S IDENTITY/CONFIDENTIALITY: The Broker [ ] does or [ ] does not have the Buyer's permission to disclose Buyer's identity to all property owners and other third parties. The Buyer is advised of the possibility that seller or seller's agent may not treat the existence, terms, or conditions of offers as confidential unless confidentiality is required by law, regulation, or by confidentiality agreement of the parties.

11. NONDISCRIMINATION: Broker and Buyer agree that all actions carried out under this contract shall be in full compliance with local, state, and federal fair housing laws against discrimination on the basis of race, creed, color, religion, national origin, sex familial status, marital status, age or disabilities.

12. PROFESSIONAL COUNSEL: Buyer acknowledges that Broker is being retained solely as a real estate agent and not as an attorney, tax advisor, lender, appraiser, surveyor, structural engineer, home inspector or other professional service provider. Buyer agrees to seek professional advice concerning the condition of the property, legal, tax and other professional service matters.

13. MEDIATION CLAUSE: Any dispute or claim arising out of or relating to this Agreement, the breach of this Agreement or the services provided in relation to this Agreement, shall be submitted to mediation in accordance with the Rules and Procedures of the Dispute Resolution System of the NATIONAL ASSOCIATION OF REALTORS®. Disputes shall include representations made by Buyer or Broker in connection with the services to which this Agreement pertains, including without limitation, allegations of concealment, misrepresentation, negligence and/or fraud. Any agreement signed by the parties pursuant to the mediation conference shall be binding. This mediation clause shall survive for a period of 120 days after the date of the closing..

14. SEX OFFENDER REGISTRY INFORMATION: The Buyer and Broker agree that during the course of the agency relationship, referred to in the above mentioned agreement, the Broker and all affiliated agents shall not be responsible for obtaining or disclosing any information contained in the official South Carolina Sex Offender Registry. The Buyer understands that no course of action may be brought against the Broker or his affiliates for failing to obtain and disclose information contained in the official South Carolina Sex Offender Registry. The Buyer understands and agrees that the Buyer shall be responsible for obtaining any such information. The Buyer understands that Sex Offender Registry information may be obtained from the local Sheriff's Department or other appropriate law enforcement officials.

15. ENTIRE BINDING AGREEMENT: This written instrument, including the additional terms and conditions set forth on the reverse, expresses the entire agreement and all promises, covenants, and warranties between the Buyer and Broker. It can be changed only by a subsequently written instrument signed by both parties.

16. CONTINGENCIES: _____

17. FACSIMILE AND OTHER ELECTRONIC MEANS: The parties agree that this Agreement may be communicated by use of a fax or other secure electronic means, including but not limited to electronic mail and the internet, and the signatures, initials and handwritten or typewritten modifications to any of the foregoing shall be deemed to be valid and binding upon the parties as if the original signatures, initials and handwritten or typewritten modifications were present on the documents in the handwriting of each party.

THIS IS A LEGALLY BINDING AGREEMENT. BUYER SHALL SEEK FURTHER ASSISTANCE IF THE CONTENTS ARE NOT UNDERSTOOD. BUYER AND BROKER ACKNOWLEDGES RECEIPT OF A COPY OF THIS AGREEMENT. BUYER AGREES TO RECEIVE COMMUNICATIONS FROM BROKER AT THE EMAIL ADDRESS, PHONE AND FAX NUMBER LISTED BELOW.

Ben Bobe 1-14-15 12:37pm — Email: Bober.Kara@yahoo.com

BUYER Date Time — Phone: _____ Fax: _____

_____ — Email: _____

BUYER Date Time — Phone: _____ Fax: _____

_____

BUYER Address

Allen Tate Co., Inc. — BY: _____ 1-14-15

BROKER/BUYER'S AGENT COMPANY — Broker/Licensee Date Time

The foregoing form is available for use by the entire real estate industry. The use of the form is not intended to identify the user as a REALTOR®. REALTOR® is the registered collective membership mark, which may be used only by real estate licensees who are members of the NATIONAL ASSOCIATION OF REALTORS® and who subscribe to its Code of Ethics. Expressly prohibited is the duplication or reproduction of such form or the use of the name "South Carolina Association of REALTORS®" in connection with any written form without the prior written consent of the South Carolina Association of REALTORS®. The foregoing form may not be edited, revised, or changed without the prior written consent of the South Carolina Association of REALTORS®.

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From: Karen Baber <baber.karen@yahoo.com>
Sent: Saturday, January 10, 2015 9:17 PM
To: Jonathan Garvey
Subject: Re:

FYI

there is not a fan over the oven in that house and that is required for insurance purposes, etc (at least that is what I was told)... when you are talking to your guy i want to ask for a stove (and it will have to have a fan so lady at store recommended a microwave with a fan since the place to put one is already there).. the stove and microwave is about 1300 (they don't have used ones that will fit in that space.... and i found a refrigerator for 699.. Maybe I could pay for those and that would be part of my 3 percent down.... i have serious doubts about the dishwasher but can replace that later if it doesn't work

need to have for the ceiling to be fixed - shingles replaced and check for leaks

would ask them to pay closing cost and to replace countertops since stove will be moved (this is going to an insurance requirement)

think they will probably have to fix deck for insurance policy but i talked to my son in law and he and his dad will come do that so maybe what we pay them could go toward our 3% too. Shouldn't matter to their bank since it would come out of their pocket one way or the other

insurance - we use State Farm - Rhett

will be curious about siding and what they require - and I guess things have changed - inspectors in the past would never pass on windows which won't close, etc like these are

anyway, we'll figure it out

going to give you $500

and already another $1200 being sent and another $500

if we could work in the stove, etc from above that would be our 3% or more

just let me know what we need to go -last time i owned a house was in murrills inlet in 2006. I saw where that new loan you told me about was that you couldn't have owned a hosue in last 3 years.... well I got that covered

On Saturday, January 10, 2015 5:25 PM, Karen Baber <baber.karen@yahoo.com> wrote:

thank you for all you are doing.... sure hope we can make this work

FYI - lady at appliance place said the oven will have to have a vent above it - said best would be to probably get a microwave with a vent - said they don't make that size own anymore and no one using burners in middle of bar

let's not forget about fixing ceiling in bedroom where there was a leak and make sure the leak has been fixed

have a good weekend

i'm available all day tomorrow and monday

On Saturday, January 10, 2015 2:33 PM, Jonathan Garvey <jonathan.garvey@allentate.com> wrote:

Your lender. I think we could pull that off. We also will have to deal with the short sale bank too. I'm ready to go over there if your available

On Saturday, January 10, 2015, Karen Baber <baber.karen@yahoo.com> wrote:

EXHIBIT
000741
Baber 3-15-19 KC

ok - let me know

wasn't talking about escrowing - these repairs would be paid at closing - and would already be done.

who is bank?

On Saturday, January 10, 2015 1:17 PM, Jonathan Garvey <jonathan.garvey@allentate.com> wrote:

I will check with Steve and see if they will allow or escrow for this type of loan. Some of the loan programs killed escrows for repair and wont close with one in place. I am showing right now ut can come open it once i am done with this client. j

On Sat, Jan 10, 2015 at 1:14 PM, Karen Baber <baber.karen@yahoo.com> wrote:
would like to take some meansurements and check some things

make offer of $145000 with
up to $10000 in repairs and improvements to include:..... deck, etc..... to be made the week before closing with the closing attorney to to pay/reimburse repairs - buyer to use contractors etc who they feel comfortable with and will provide that ahead of time to seller for bank approval

(front of house siding to be repaired/replaced and owner windows in den and dr)

carpet to be replaced in upstairs to match the carpet which has been replaced on stairs

new countertops in kitchen

replace stove and purchase refrigerator

repair deck to meet HUD required safety requirements

paint inside of house

loan approval

closing on or before March 31, 2015

inspection
normal for closing

seller to pay closing cost

buyer to purchase home warranty policy??

probably didn't write this up right... just thinking outloud

can we go this afternoon or anytime tomorrow?

On Saturday, January 10, 2015 12:54 PM, Jonathan Garvey <jonathan.garvey@allentate.com> wrote:

Karen, Here are the disclosures or Rolling Ridge. This may clear up alot of the questions. Also, the property had an offer on it for 140 that was rejected by the bank, 4-6 weeks ago as per the list agent. We can try that again and see if they would change their mind. Jonathan

On Fri, Jan 9, 2015 at 8:09 PM, Karen Baber <baber.karen@yahoo.com> wrote:
can I get back in house tomorrow.... want to take some measurements and check some things.

Can you ask the agent some things?

how old is air conditioning unit, water heater, and gas pack, noticed rust on one of units - also dishwasher -

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do you have a tape measure - want to measure the front of the house and the deck

the carpet going up the stairs is new... can we find out name of the carpet etc.... (jacky's dad used to have a carpet business - jacky knows how to put down carpet

crystal wants me to check some things upstairs about the bathrooms and take measurements of some things

also need to measure countertops in kitchen

is it possible to get a home warranty (think that is what it is called) and what would that cover and for how long

thanks

crystal really likes the house - she never saw herself getting a divorce so she is having a hard time with all the changes....

thanks

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From: Karen Baber <baber.karen@yahoo.com>
Sent: Sunday, January 11, 2015 9:19 AM
To: Jonathan Garvey
Subject: windows

aren't going to change size of windows - but need to probably replace with energy efficient windows - having to put insulation on windows is tacky..... changing windows would be less expensive than putting up new siding

think sellers will have to fix siding, patch and we can power wash

what do you think?

scoooooooooo we are seeing less that we need sellers to do .....

appliances (and installation)..... fix siding, leaks, maybe paint, appliances basic stuff and deck will have to be repaired and rails as required by insurance company..... roof shingles, etc.

really think this would be perfect house for us

Would want to close around middle of March if possible (I know you said short sales take longer) and give time and give time to get bathrooms, etc. done before we would move last week in March

I know that is pretty quick so might not be possible

also, might take me longer to get all the money in for downpayment.

EXHIBIT
000744
Baber KC

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From: Jonathan Garvey <Jonathan.garvey@allentate.com>
Sent: Saturday, January 10, 2015 12:54 PM
To: Karen Baber
Subject: Re:
Attachments: Rolling Ridge disc.pdf

Karen, Here are the disclosures or Rolling Ridge. This may clear up alot of the questions. Also, the property had an offer on it for 140 that was rejected by the bank, 4-6 weeks ago as per the list agent. We can try that again and see if they would change their mind. Jonathan

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EXHIBIT
000745 7
3.15-19 KC

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STATE OF SOUTH CAROLINA
RESIDENTIAL PROPERTY CONDITION
DISCLOSURE STATEMENT

The South Carolina Code of Laws (Title 27, Chapter 50, Article 1) requires that an owner of residential real property (single family dwelling unit or a single transaction involving transfer of four dwelling units or less) shall provide to a purchaser this completed and signed disclosure statement prior to forming a real estate contract. This disclosure must be provided in connection with any sale, exchange, installment land sale, and lease with an option to purchase contract. This disclosure statement is not required in connection with transactions listed and exempted by South Carolina Code Section § 27-50-30.

Owners should answer the questions fully, honestly, and appropriately by attaching documents, checking a box for each check box question, and writing in the blanks on this disclosure statement.

If a question is answered "yes" or asks for a description, then owner must explain or describe the issue or attach a descriptive report from an engineer, contractor, pest control operator, expert, or public agency. If owner attaches a report, owner shall not be liable for inaccurate or incomplete information in the report unless owner was grossly negligent in obtaining or transmitting the information. If owner fails to check "yes" or make a disclosure and owner knows there is a problem, owner may be liable for making an intentional or negligent misrepresentation and may owe the purchaser actual damages, court costs, and attorney fees. If a question is answered "no" for any question, the owner is stating that owner has no actual knowledge of any problem.

If a question is answered "no representation" for any question, owner is stating that owner is making no representation regarding the conditions or characteristics of the property, but owner still may have a duty to disclose information that is known or should have been known.

If a question is answered and subsequently new information is obtained or something changes to render the owner's answer incorrect, inaccurate, or misleading (example: roof begins to leak), owner must promptly correct the disclosure. In some situations, the owner may notify the purchaser of the correction. In some situations, the owner may correct or repair the issue.

If owner is assisted in the sale of property by a real estate licensee, owner remains solely responsible for completing and delivering this disclosure statement to the purchaser. The real estate licensee must disclose material facts about the property if the real estate licensee knows or reasonably should have known about the issue, regardless of owner responses on this disclosure. Owner is solely responsible to complete this disclosure as truthfully and fully as possible. Owner and purchasers are solely responsible to consult with their attorneys regarding any disclosure issues. By signing below, owners acknowledge their duties and that failure to disclose known material information about the property may result in owner liability.

Owner must provide the completed disclosure statement to the purchaser prior to the time the owner and purchaser sign a real estate contract unless the real estate contract states otherwise. Owner should provide a signed copy to the purchaser and keep a copy signed by the purchaser.

A real estate contract, not this disclosure, controls what property transfers from owner to purchaser.

Property Address (including unit # or identifier) 255 Rolling Ridge Rd.

Rock Hill SC 29730

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Apply this question below and the three answer choices to the numbered issues (1-14) on this disclosure.
As owner, do you have any actual knowledge of any problem(s)* concerning?
*Problem includes present defects, malfunctions, damages, conditions, or characteristics.

I. WATER SUPPLY AND SANITARY SEWAGE DISPOSAL SYSTEM	Yes	No	No Representation
1. Water supply	☒	☐	☐
2. Water quality	☒	☐	☐
3. Water pressure	☒	☐	☐
4. Sanitary sewage disposal system for any waste water	☒	☐	☐

A. Describe water supply ☐ County ☒ City ☐ Private ☐ Corporate ☐ Community ☐ Well ☐ Other:_____

B. Describe water disposal ☐ Septic ☒ Sewer ☐ Private ☐ Corporate ☐ Government ☐ Other:_____

C. Describe water pipes ☐ PEX ☐ Copper ☒ PVC/CPVC ☐ Polybutylene ☐ Steel ☐ Other/Unknown:_____

II. ROOF, CHIMNEYS, FLOORS, FOUNDATION, BASEMENT, AND OTHER STRUCTURAL COMPONENTS AND MODIFICATIONS OF THESE STRUCTURAL COMPONENTS	Yes	No	No Representation
5. Roof system	☒	☐	☐
6. Gutter system	☒	☐	☐
7. Foundation, slab, fireplaces, chimneys, wood stoves, floors, basement, windows, driveway, storm windows/screens, doors, ceilings, interior walls, exterior walls, sheds, attached garage, carport, patio, deck, walkways, fencing, or other structural components including modifications	☐	☐	☐

A. Approximate year that current roof covering was installed or modified:_____. Approximate year structure was built: 1993

B. During your ownership, describe any known roof system leaks and repairs: Laundry room - leak was near pipes that opens on roof

III. PLUMBING, ELECTRICAL, HEATING, COOLING, AND OTHER MECHANICAL SYSTEMS	Yes	No	No Representation
8. Plumbing system (pipes, fixtures, water heater, disposal, softener, plumbing components)	☒	☐	☐
9. Electrical system (wiring, panel, fixtures, A/V wiring, outlets, switches, electrical components)	☒	☐	☐
10. Appliances (range, stove, ovens, dishwasher, refrigerator, washer, dryer, other appliances)	☒	☐	☐
11. Built-in systems and fixtures (fans, irrigation, pool, security, lighting, A/V, other)	☒	☐	☐
12. Mechanical systems (pumps, garage door opener, filtration, energy equipment, safety, other)	☐	☒	☐
13. Heating system(s) (HVAC components)	☒	☐	☐
14. Cooling system(s) (HVAC components)	☒	☐	☐

Owner: (KRR) (____) Purchaser (____) (____) acknowledge receipt of a copy of this page which is page 2 of 5.

A. Describe Cooling System ☒ Central ☐ Ductless ☐ Heat Pump ☐ Window ☐ Other_____

B. Describe Heating System ☒ Central ☐ Ductless ☐ Heat Pump ☐ Furnace ☐ Other_____

C. Describe HVAC Power ☐ Oil ☒ Gas ☒ Electric ☐ Solar ☐ Other_____

D. Describe HVAC system approximate age and any other HVAC system(s):_____

1 A/C bought New in 2007

IV. PRESENT OR PAST INFESTATION OF WOOD DESTROYING INSECTS OR ORGANISMS OR DRY ROT OR FUNGUS, THE DAMAGE FROM WHICH HAS NOT BEEN REPAIRED

A. Describe any known present wood problems caused by termites, insects, wood destroying organisms, dry rot or fungus:

B. Describe any termite/pest treatment, coverage to property, name of provider, and termite bond (if any):

C. Describe any known present pest infestations:

V. THE ZONING LAWS, RESTRICTIVE COVENANTS, BUILDING CODES, AND OTHER LAND USE RESTRICTIONS AFFECTING THE REAL PROPERTY, ANY ENCROACHMENTS OF THE REAL PROPERTY FROM OR TO ADJACENT REAL PROPERTY, AND NOTICE FROM A GOVERNMENTAL AGENCY AFFECTING THIS REAL PROPERTY

Apply this question below and the three answer choices to the numbered issues (15-23) on this disclosure.
As owner, do you have any actual knowledge or notice concerning the following:

	Yes	No	No Representation
15. Violations or variances of the following: zoning laws, restrictive covenants, building codes, permits or other land use restrictions affecting the real property	☐	☒	☐
16. Easements (access, conservation, utility, other), party walls, shared private driveway, private roads, released mineral rights, or encroachments from or to adjacent real property	☐	☒	☐
17. Legal actions, claims, foreclosures, bankruptcies, tenancies, judgments, tax liens, other liens, insurance issues, or governmental actions that could affect title to the property	☐	☒	☐
18. Room additions or structural changes to the property during your ownership	☐	☒	☐
19. Problems caused by fire, smoke, or water to the property during your ownership	☒	☐	☐
20. Drainage, soil stability, atmosphere, or underground problems affecting the property	☐	☒	☐
21. Erosion or erosion control affecting the property	☐	☒	☐
22. Flood hazards, wetlands, or flood hazard designations affecting the property	☐	☒	☐
23. Flood insurance covering the property	☐	☐	☐

A. Describe any green energy, recycling, sustainability or disability features for the property:_____

B. Describe any Department of Motor Vehicles titled manufactured housing on the property:_____

Owner: (JRR) (____) Purchaser (____) (____) acknowledge receipt of a copy of this page which is page 3 of 5.

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VI. BURIED, UNBURIED, OR COVERED PRESENCE OF THE FOLLOWING: LEAD BASED PAINT, LEAD HAZARDS, ASBESTOS, RADON GAS, METHANE GAS, STORAGE TANKS, HAZARDOUS MATERIALS, TOXIC MATERIALS, OR ENVIRONMENTAL CONTAMINATION

A. Describe any known property environmental contamination problems from construction, repair, cleaning, furnishing, intrusion, operating, toxic mold, methamphetamine production, lead based paint, lead hazards, asbestos, radon gas, methane gas, formaldehyde, corrosion-causing sheetrock, storage tanks, hazardous materials, toxic materials, environmental contamination, or other: _____

VII. EXISTENCE OF A RENTAL, RENTAL MANAGEMENT, VACATION RENTAL, OR OTHER LEASE CONTRACT ANTICIPATED TO BE IN PLACE ON THE PROPERTY AT THE TIME OF CLOSING

A. Describe the lease terms and any leasing problems, if any: _____

B. State the name and contact information for any property management company involved (if any): _____

C. Describe known outstanding charges owed by tenant for gas, electric, water, sewer, and garbage: _____

VIII. THE EXISTENCE OF A METER CONSERVATION CHARGE, AS PERMITTED BY SECTION 58-37-50 THAT APPLIES TO ELECTRICITY OR NATURAL GAS SERVICE TO THE PROPERTY

A. Describe any utility company financed or leased property on the real property: _____

B. Describe known delinquent charges for real property's gas, electric, water, sewer, and garbage: _____

IX. PLEASE USE THE SPACE BELOW FOR "YES" ANSWER EXPLANATIONS AND ATTACH ANY ADDITIONAL SHEETS OR RELEVANT DOCUMENTS AS NEEDED Bathroom hose broke. Replaced flooring on 1st level except family room.

Owner: (NRR) (____) Purchaser (____) (____) acknowledge receipt of a copy of this page which is page 4 of 5.

This disclosure does not limit the obligation of the purchaser to inspect the property and improvements which are the subject of the real estate contract. Purchaser is solely responsible for conducting their own off site conditions and psychologically affected property inspections prior to entering into a real estate contract. The real estate licensees (acting as listing or selling agents, or other) have no duty to inspect the on site or off site conditions of the property and improvements. Purchasers should review all applicable documents (covenants, conditions, restrictions, bylaws, deeds, and similar documents) prior to entering into any legal agreements including any contract. The South Carolina Code of Laws describes the Residential Property Condition Disclosure Statement requirements and exemptions at § 27-50-10 (and following) which can be read online (www.scstatehouse.gov or other websites).

Current status of property or factors which may affect the closing:

☐ Owner occupied ☒ Short sale ☐ Bankruptcy ☐ Vacant (How long vacant?) _____
☐ Leased ☐ Foreclosure ☐ Estate ☐ Other: _____

A Residential Property Condition Disclosure Statement Addendum ☐ is ☐ is not completed and attached. This addendum should be attached if the property is subject to covenants, conditions, restrictions, bylaws, rules, or is a condominium.

Owner acknowledges having read, completed, and received a copy of this Residential Property Condition Disclosure Statement before signing and that all information is true and correct as of the date signed.

Owner Signature: Gloria Long-Robinson Date: 3/28/14 Time: 9:00 AM

Owner Printed Name: Gloria Long-Robinson

Owner Signature: _____ Date: _____ Time: _____

Owner Printed Name: _____

Purchaser acknowledges prior to signing this disclosure:

- Receipt of a copy of this disclosure
- Purchaser has examined disclosure
- Purchaser had time and opportunity for legal counsel
- This disclosure is not a warranty by the real estate licensees
- This disclosure is not a substitute for obtaining inspections of on site and off site conditions
- This disclosure is not a warranty by the owner
- Representations are made by the owner and not by the owner's agents or subagents
- Purchasers have sole responsibility for obtaining inspection reports from licensed home inspectors, surveyors, engineers, or other qualified professionals

Purchaser Signature: _____ Date: _____ Time: _____

Purchaser Printed Name: _____

Purchaser Signature: _____ Date: _____ Time: _____

Purchaser Printed Name: _____

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STATE OF SOUTH CAROLINA
RESIDENTIAL PROPERTY CONDITION
DISCLOSURE STATEMENT ADDENDUM

Prior to signing contract, owner shall provide this disclosure addendum to the purchaser if the property is subject to a homeowners association, a property owners association, a condominium owners association, a horizontal property regime, or similar organizations subject to covenants, conditions, restrictions, bylaws or rules **(CCRBR)**. These organizations are referred to herein as an owners association.

Purchasers should review the applicable documents (covenants, conditions, restrictions, bylaws, deeds, condominium master deed, and similar documents), all related association issues, and investigate the owners association prior to entering into any legal agreements including a contract. Owners association charges include any dues, fees, assessments, reserve charges, or any similar charges. Purchasers are solely responsible to determine what items are covered by the owners association charges.

Property Address: 255 Rolling Ridge Rd. Rock Hill SC 29730

Describe owners association charges: $ 25.00 Per Year (month/year/other)

What is the contact information for the owners association? Country Club Estates

As owner do you have any actual knowledge of answers to the following questions? Please check the appropriate box to answer the questions below.

	Yes	No	No Representation
1. Are there owners association charges or common area expenses?	☐	☑	☐
2. Are there any owners association or **CCRBR** resale or rental restrictions?	☐	☑	☐
3. Has the owners association levied any special assessments or similar charges?	☐	☑	☐
4. Do the **CCRBR** or condominium master deed create guest or visitor restrictions?	☐	☑	☐
5. Do the **CCRBR** or condominium master deed create animal restrictions?	☐	☑	☐
6. Does the property include assigned parking spaces, lockers, garages or carports?	☐	☑	☐
7. Are keys, key fobs or access codes required to access common or recreational areas ?	☐	☑	☐
8. Will any membership other than owner association transfer with the properties?	☐	☑	☐
9. Are there any known common area problems?	☐	☑	☐
10. Is property or common area structures subject to South Carolina Coastal Zone Management Act?	☐	☑	☐
11. Is there a transfer fee levied to transfer the property?*	☐	☑	☐

(* Question does not include recording costs related to value or deed stamps.)

Explain any yes answers in the space below and attach any additional sheets or relevant documents as needed: _____

Owner signature: Alicia Long-Robinson Date: 3/28/14 Time: 9:00 AM

Owner signature: _____ Date: _____ Time: _____

Purchaser signature: _____ Date: _____ Time: _____

Purchaser signature: _____ Date: _____ Time: _____

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DISCLOSURE OF INFORMATION ON LEAD-BASED PAINT AND LEAD-BASED PAINT HAZARDS ADDENDUM FOR AGREEMENT TO BUY AND SELL REAL ESTATE

Property Address: 255 Rolling Ridge Rd. Rock Hill SC 29730

Lead Warning Statement
Every buyer of any interest in residential real property on which a residential dwelling was built prior to 1978 is notified that such property may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced intelligence quotient, behavioral problems, and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The seller of any interest in residential real property is required to provide the buyer with any information on lead-based paint hazards from risk assessments or inspections in the seller's possession and notify the buyer of any known lead-based paint hazards. A risk assessment or inspection for possible lead-based paint hazards is recommended prior to purchase.

Seller's Disclosure (initial)

_____ (a) Presence of lead-based paint and/or lead-based paint hazards (check one below):

☐ Known lead-based paint and/or lead-based paint hazards are present in the housing (explain).

☑ Seller has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.

BRR (b) Records and reports available to the seller (check one below):

☐ Seller has provided the buyer with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing (list documents below).

☑ Seller has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

Buyer's Acknowledgment (initial)

_____ (c) Buyer has received copies of all information listed above.
_____ (d) Buyer has received the pamphlet Protect Your Family from Lead in Your Home.
_____ (e) Buyer has (check one below):

☐ Received a 10-day opportunity (or mutually agreed upon period) to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards; or

☐ Waived the opportunity to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards.

Agent's Acknowledgment (initial)

CAM (f) Agent has informed the seller of the seller's obligations under 42 U.S.C. 4852d and is aware of his/her responsibility to ensure compliance.

Certification of Accuracy

The following parties have reviewed the information above and certify, to the best of their knowledge, that the information provided by the signatory is true and accurate.

Gloria Long-Robinson 3/28/14			
Seller	Date	Seller	Date
Connie Delaney 3/28/14			
Agent	Date	Agent	Date
Buyer	Date	Buyer	Date

Phone: Fax:

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AGREEMENT/CONTRACT: TO BUY AND SELL REAL ESTATE (RESIDENTIAL/CONDO)

1. **PARTIES:** This legally binding Agreement ("Contract") To Buy and Sell Real Estate is entered into by:

Buyer(s), KOREN BABEN ("Buyer"), and

Seller(s), _____ ("Seller").

(A) "Party" - defined as either Buyer or Seller, "Parties" defined as both Buyer and Seller.
(B) "Brokers" are licensed South Carolina brokers-in-charge, their associated real estate licensees, and their subagents.
(C) "Closing Attorney" - is the licensed South Carolina attorney selected by Buyer to coordinate the transaction and Closing.
(D) "Effective Date" - the final date upon which a Party to the negotiation places the final and required signatures and/or initials and date on this Contract and Delivers Notice to cause this Contract to be binding on all Parties.
(E) "Business Day" - a 24 hour period (Monday/Tuesday/Wednesday/Thursday/Friday) beginning at 10 AM and counted from 10 AM of the first Business Day following the appropriate date (Effective Date, Closing Date, stated date, Notice Delivery date). Business Days shall not begin, end, or include any Saturday, Sunday, or Federal legal holiday.
(F) "Good Funds" - is the transfer of the required amount of United States Dollars (USD) within any required timeframe.
(G) "Time" - all time stated shall be South Carolina local time. **Time is of the essence with respect to all provisions of this Contract stipulating time, deadline, or performance periods.**

☐ BUYER ☐ SELLER IS A SOUTH CAROLINA REAL ESTATE LICENSEE

2. **PURCHASE PRICE:** $ 145,000.00

Payable by transfer of Good Funds via ☐ Finance or ☐ a combination of Finance and Cash USD or ☐ Cash USD.
Verification of Cash available for Closing is ☐ attached ☐ not attached ☐ to be Delivered before _____.
The sale of Buyer's real property ☐ is ☐ is not a contingency for Purchase and terms ☐ are ☐ are not attached.

3. **PROPERTY:** Seller will sell and Buyer will buy for the Purchase Price any and all lot or parcel of land, appurtenant interests, improvements, landscape, systems, and fixtures if any thereon and further described below ("Property"). Seller agrees to maintain the Property and any personal property conveying in same operable condition, including any landscaping, grounds and any agreed upon repairs or replacements, from the Effective Date through Closing subject to normal wear and tear. Buyer acknowledges opportunity to inquire about owners association issues, common area issues, condominium master deed issues, assigned parking/storage areas, memberships, and lease issues prior to signing Contract. Leasing issues and items see Adjustments (e.g. tenants, rents, deposits, documents, alarm systems, satellite equipment, roll carts).

Address 255 Rolling Ridge Unit # _____
City Rock Hill State of South Carolina
Zip 29730 County of York
Lot _____ Block _____ Section/Phase _____ Subdivision County Estates
Other _____ Tax Map 604-05-02-017

Parties agree that no personal property will transfer as part of this sale, except described below and/or ☐ in attachment(s):

_____

_____

4. **CONVEYANCE/CLOSING/POSSESSION:** "Closing" occurs when Seller conveys Property to Buyer and occurs no later than 5 PM on or before MARCH 15, 2019 ("Closing Date") with an automatic extension of 10 business days for an unsatisfied contingency through no fault of either party. Conveyance shall be fee simple made subject to all easements, reservations, rights of way, restrictive covenants of record (provided they do not make the title unmarketable or adversely affect the use/value of the Property in a material way) and to all government statutes, ordinances, rules, permits, and regulations. Seller agrees to convey marketable title with a properly recorded

KB BUYER [____] BUYER [____] SELLER [____] SELLER HAVE READ THIS PAGE

Phone: Fax:

EXHIBIT

B0007539
2-15-19

warranty deed free of encumbrances and liens except as herein stated; and in name(s): _____

and ownership type determined by Buyer. The deed shall be delivered to the Closing Attorney's designated place on or before the Closing Date no later than 10 AM. Seller agrees to pay all statutory deed recording fees. Parties agree the Brokers shall have access to the closing and relevant documents; and the Brokers shall be given copies of the settlement statement prior to Closing for review. Seller shall convey possession of a vacant and reasonably clean Property, free of debris, along with all keys, codes, any remote controls, available documents (e.g. manuals, equipment warranties, service information) and similar ownership items to Buyer at Closing.

5. **EARNEST MONEY:** Total $ 500.00 (USD) Earnest Money is paid as follows: $ 0 accompanies this offer and $ 500.00 will be paid within 2 Business Days after Effective Date and Earnest Money is in the form of ☑ check ☐ cash ☐ other (e.g. wire) _____ to be a Credit to Buyer at Closing or disbursed only as Parties agree in writing or by court order or by Contract or as required for Closing by Closing Attorney. Buyer and seller authorize Allen Tots Co as Escrow Agent to deposit and hold and disburse earnest money according to the terms of this Contract, the law, and any regulations. Broker does not guarantee payment of a check or checks accepted as earnest money. Parties direct escrow agent to communicate reasonable information confirming receipt and status of earnest money upon a Broker request.

THE PARTIES UNDERSTAND AND AGREE THAT UNDER ALL CIRCUMSTANCES INCLUDING DEFAULT, ESCROW AGENT WILL NOT DISBURSE EARNEST MONEY DEPOSIT TO EITHER PARTY UNTIL BOTH PARTIES HAVE EXECUTED AN AGREEMENT AUTHORIZING THE DISBURSEMENT OR UNTIL A COURT OF COMPETENT JURISDICTION HAS DIRECTED A DISBURSEMENT OR AS AGREED UPON IN THIS CONTRACT. UNLESS OTHERWISE AGREED UPON IN WRITING, THE PARTIES AGREE THAT THE ESCROW AGENT SHALL DISBURSE THE EARNEST MONEY TO THE BUYER UNLESS THE SELLER'S ATTORNEY HAS FILED A LAWSUIT TO DETERMINE DISTRIBUTION OF THE EARNEST MONEY WITHIN 30 BUSINESS DAYS OF THE CLOSING DATE. FIVE YEARS AFTER CLOSING DATE, ESCROW AGENT MAY DISBURSE EARNEST MONEY TO SOUTH CAROLINA TREASURER AS UNCLAIMED PROPERTY. EARNEST MONEY WILL NOT BE DISBURSED UNTIL DETERMINED TO BE GOOD FUNDS. IF LEGAL ACTIONS OCCUR, NONPREVAILING PARTY AGREES TO INDEMNIFY ESCROW AGENT'S FEES, COURT COSTS AND ATTORNEY FEES. IF INTERPLEADER IS TO BE UTILIZED, PARTIES AGREE THAT $ 100 SHALL BE PAID TO THE ESCROW AGENT AS COMPENSATION BEFORE ESCROW AGENT INITIATES COURT OF COMPETENT JURISDICTION PROCEEDINGS ON EARNEST MONEY.

6. **TRANSACTION COSTS:** Buyer's transaction costs include all costs and closing costs resulting from selected financing, pre-paid recurring items, insurance (mortgage insurance, title insurance lender/owner, flood, hazard) discount points, all costs to obtain information from or pertaining to any owners association (aka certificate of assessment), interest, non-recurring closing costs, title exam, FHA/VA allowable costs, fees and expenses of Buyer's attorney, contractually required real estate broker compensation, and the cost of any inspector, appraiser, or surveyor. Seller's transaction costs include deed preparation, deed recording costs, deed stamps/tax/recording costs calculated based on the value of the Property, all costs necessary to deliver marketable title and payoffs, satisfactions of mortgages/liens and recording, property taxes pro-rated at Closing, contractually required real estate broker compensation, and fees and expenses of Seller's attorney.

At Closing, Seller will pay Buyer's transaction costs not to exceed $ 4,000.00 OR _____ % of purchase price, whichever is higher, which includes non-allowable costs first and then allowable costs (FHA/VA). Buyer is responsible for any Buyer's transaction costs exceeding this amount. If the amount exceeds the actual amount of those costs or amount allowed by Lender, then any excess funds will revert to Seller. Seller will also provide or pay for all of Seller's transaction costs. If no Closing, Buyer is responsible for Buyer's transaction costs and Seller responsible for Seller's transaction costs.

Private/public transfer fees and any costs similar to transfer fees (e.g. capital contributions, conservancy fees, estoppel fees, or otherwise named but similar fees paid to the owners association) are the ☑ Seller's or ☐ Buyer's transaction costs.

Unless otherwise agreed upon in writing, Buyer will pay Buyer's transaction costs and Seller pay Seller's transaction costs.

7. **FINANCE:** Buyer's obligation under this Contract ☑ is ☐ is not contingent upon obtaining financing of a ☑ 30 year or ☐ 15 year or ☐ other _____ purchase money loan at reasonable prevailing market terms with loan(s) equal in amounts to a minimum 80 % and maximum 100 % of the Purchase Price or Appraised Value whichever is lower. ("Financing Contingency"). Financing Contingency expires at Closing ("Financing Period"). Buyer must make timely good faith efforts to apply for and obtain financing while refraining from contrary actions ("Financing

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Effort"). In a timely manner, Buyer shall inform Seller and Brokers of pertinent financing issues and authorize their Lender to disclose pertinent loan information to Seller and Brokers ("Financing Disclosure"). Buyer shall apply for financing within 7 Business Days from the Effective Date and shall Deliver Notice to Seller of reasonable pre-final loan approval that contains no unreasonable credit, income, or asset conditions within 45 Business Days from the Effective Date (no repairs required prior to this Notice). Final loan approval occurs when Lender funds loan(s). If a Lender subsequently declines or fails to approve financing, the Buyer shall notify the Seller and Brokers as soon as possible. If the Seller and Brokers are notified of inability to obtain financing during the Financing Period, either Party may terminate this Contract by Notice and Earnest Money shall be returned to the Buyer.
Lender (may change): Summit Financial, ☑FHA ☐VA ☐Conventional ☐Seller ☐Other _____. An FHA VA Financing Addendum ☐ is ☑ is not attached. Additional financing terms ☐ are ☐ are not attached.

8. REPAIR PROCEDURE:

Parties agree upon Repair Procedure unless a Due Diligence Addendum is agreed upon and part of this Contract.

(A) All Repair Procedure Inspections shall be completed by Feb 12, 2015. In the event repairs are necessary to place the heating systems, air conditioning systems, electrical systems, plumbing systems, water supply systems, water waste systems to be conveyed in operative condition, to make the roof free of leaks, to address environmental concerns and to make the improvements structurally sound (Repair Requests); the Seller shall be Delivered Notice in writing of the specific defects or deficiencies **no later than 2 Business Days after the Repair Procedure Inspection date mentioned above.** If the Buyer fails to notify the Seller within this timeframe, Buyer shall have waived any and all rights under terms of this section. If Lender's commitment requires any additional inspections or certifications, these are to be provided by the Buyer. Buyer at Buyer's expense shall have the privilege and responsibility of inspecting the structure, square footage, environmental concerns including but not limited to mold, radon gas, lead based hazards including lead based paints, wetlands study, appurtenant buildings, heating systems, air conditioning systems, electrical systems, plumbing systems, water supply systems, water waste systems, as well as, appurtenant equipment or appliances.

(B) No later than 5 Business Days after the date of the Delivered Notice of the Repair Requests, Seller shall Deliver Notice agreeing or not agreeing to make repairs in the Buyer's Repair Requests. The costs of all repairs to heating systems, air conditioning systems, electrical systems, plumbing systems, water supply systems, water waste systems making these systems operable, make roof free of leaks, address environmental concerns, and to make the improvements structurally sound to be paid by Seller ("Seller Paid Repairs"). **If the Seller agrees to make all the Seller Paid Repairs, the Parties agree to proceed under Contract.** The repairs to any other items are the sole responsibility of the Buyer.

If the Seller does not agree to make all the Seller Paid Repairs, the Buyer shall within **2 Business Days** choose any of the following options (1) accept the Property in its present condition, (2) negotiate with the Seller for the payment of these repairs/price or (3) terminate this Contract Delivered Notice and receive their Earnest Money. **IF BUYER FAILS TO ACCEPT, RENEGOTIATE, OR TERMINATE CONTRACT BY DELIVERED NOTICE WITHIN 2 BUSINESS DAYS: The Buyer agrees to buy and Seller agrees to sell the Property AS IS. Parties agree "As Is" means Buyer buys the Property for the Purchase Price while Seller maintains the Property from the Effective Date through Closing subject to normal wear without repair or replacement and sells the Property for the Purchase Price unless otherwise agreed upon in writing by the Parties in this Contract.** The obligations of the Seller for repairs terminate upon Closing.

IF A DUE DILIGENCE ADDENDUM IS SIGNED, DATED AND TIMED BY ALL PARTIES; THE PARTIES AGREE THAT THE LANGUAGE IN THE DUE DILIGENCE ADDENDUM SHALL REPLACE THE REPAIR PROCEDURE LANGUAGE IN THIS SECTION AND THE PARTIES AGREE THAT THIS TRANSACTION SHALL BE CONDUCTED IN ACCORDANCE WITH THE DUE DILIGENCE ADDENDUM WHICH GRANTS THE BUYER A UNILATERAL RIGHT TO INSPECT THE PROPERTY AND TERMINATE FOR ANY REASON WITH WRITTEN NOTICE AND PAYMENT OF A FEE IN A PERIOD.

9. **INSPECTION/REINSPECTION RIGHTS:** Buyer and SC licensed and insured inspectors ("Inspectors") reasonably perform any reasonable ultimately non-destructive examination and make reasonable record of the Property with reasonable Notice to Seller through Closing including investigations of off-site conditions and any issues related to the Property at Buyer Expense ("Inspections"). Buyer and persons they choose may make reasonable visual observations of Property.

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Sellers will make the Property accessible for Inspection and not unreasonably withhold access, unless otherwise agreed in writing by the Parties. Seller will keep all utilities operational through Closing unless otherwise agreed:
☐ **Seller grants Buyer permission to connect utilities, pay for utilities, and hire professionals (e.g. electricians, plumbers) to safely connect and operate the utilities during the Inspections**
Other _____ ☐ **see attached.**

Buyer will hold harmless, indemnify, pay damages and attorneys fees to Seller and Brokers for all claims, injuries, and damages arising out of the exercise of these rights. Seller will hold harmless, indemnify, pay damages and attorneys fees to Brokers for all claims, injuries, and damages arising out of the exercise of these rights. Brokers recommend that Parties obtain all inspections as soon as possible. Brokers recommend that Parties and Inspectors use insurance to manage risk.

10. APPRAISED VALUE:

☑ This Contract is contingent upon the Property being valued according to the Lender's appraisal or other appraisal as agreed upon by the Parties ("Appraised Value") for the Purchase Price or higher. If the Parties are made aware that the Appraised Value is less than the Purchase Price and the Seller Delivers Notice to the Buyer within 5 Business Days or Closing (whichever earliest) of an amendment to reduce the Purchase Price to the Appraised Value, the Parties agree to proceed to Closing under terms of this Contract with the Purchase Price amended to be the Appraised Value. Otherwise, Buyer may proceed to Closing or terminate this Contract by Delivering Notice of Termination to the Seller whereupon the Earnest Money will be returned to Buyer.

☐ This Contract is **not** contingent upon the Property being valued at an Appraised Value according to the Lender's appraisal or other appraisal as agreed upon by the Parties for the Purchase Price or more.

11. WOOD INFESTATION REPORT: If the Property to be sold has been previously occupied, this Contract is contingent upon the ☑ Buyer ☐ Seller having the Property inspected at their expense by a qualified/licensed/bonded pest control operator selected by the ☑ Buyer ☐ Seller and Delivery to Closing of a CL100 Wood Infestation Report dated no earlier than 30 calendar days prior to Closing and no later than 10 calendar days prior to Closing. If the Buyer is responsible for having the Property inspected as indicated above, but does not have the Property timely inspected for the report's required Delivery time frame, the Buyer waives any and all rights under the terms of this section. The Seller makes no warranties with regard to matters covered by such infestation report or any other improvement unless specifically stated in this Contract.

If the infestation report reveals the presence or indication of or damages by termite infestation or other wood destroying organisms, Seller shall remedy such deficiencies and shall furnish the Buyer with an infestation report by a qualified/licensed/bonded pest control operator (dated no earlier than 30 calendar days prior to Closing) that the Property is free from infestation or any damage herein mentioned; or documentation that the infestation has been treated and damage has been repaired as appropriate in a workmanlike manner on or before closing and reported by an appropriate licensee. State law and regulations control CL100 issues. If the Seller does not make the repairs and treatment, the Buyer shall have the option to (1) accept the Property in its present condition, (2) negotiate with the Seller for the payment of these repairs and treatment, or (3) terminate this Contract by Delivering Notice of Termination to the Seller whereupon the Earnest Money will be returned to Buyer. If the Property to be sold has not been previously occupied, Seller shall certify that the Dwelling has been treated by soil poisoning for the prevention of termites and other wood destroying organisms and shall provide at Closing to the Buyer a written certification from a qualified/licensed/bonded pest control operator. The obligations of the Seller under this Section terminate after the Closing.

12. SURVEY, TITLE EXAMINATION, ELEVATION, INSURANCE: Brokers recommend Buyer have Property surveyed, title examined, elevation/wetlands determined, and appropriate insurance (e.g. flood, hazard, liability, owner's title) effective at Closing. Unless otherwise agreed upon in writing by Parties, Buyer to obtain new insurance policies by Closing and Seller may cancel existing insurance after Closing. Flood Insurance, if required by Lender or at Buyer's option, shall be assigned to Buyer with permission of carrier and premium prorated to Closing. Buyers are solely responsible to investigate pricing, availability, coverage, and requirements of insurance (e.g. flood, hazard, liability) for the property prior to signing Contract.

13. SURVIVAL: If any provision herein contained which by its nature or effect is required to be observed, kept, or performed after Closing, it will survive the Closing and remain binding upon for the parties hereto until fully observed, kept or performed.

14. HOME WARRANTY COMPANY OPTIONAL COVERAGE ("HWC"): Parties agree that a Home Warranty ordered by Buyer with at least twelve months of coverage after Closing Date ☑ will ☐ will not be provided by Closing and $ 400.00 will be paid by Seller to the Home Warranty Company. Buyer to pay any deficit and surplus reverts to payor. Proposed HWC and type of HWC: HomeTrust.

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15. FIRE OR CASUALTY OR INJURY: In case the Property is damaged wholly or partially by fire or other casualty prior to Closing, Parties will have the right for 5 Business Days after Notice of damage to Deliver Notice of Termination to other Party. If Party does not Deliver Notice of Termination, the Parties proceed according to the Contract and Seller is to be responsible to (1) repair all damage, (2) remit to Buyer an amount for repairs, or (3) assign to Buyer the right to all proceeds of insurance and remit any deductible amount applicable to such casualty. If Buyer or Inspections caused the damage, Buyer is responsible for indemnifying Seller for damages. Brokers and Parties should ensure that they are protected by appropriate risk management strategies such as insurance.

16. SC RESIDENTIAL PROPERTY CONDITION DISCLOSURE STATEMENT ("CDS") [check one]:

☑ Buyer and Seller agree that Seller has Delivered prior to this Contract, a CDS to Buyer, as required by SC Code of Laws Section 27-50-10 et seq. If after delivery, Seller discovers a CDS material inaccuracy or the CDS becomes materially inaccurate due to an occurrence or circumstance; the Seller shall promptly correct this inaccuracy (e.g. delivering a corrected CDS to the Buyer/making reasonable repairs prior to Closing). Buyer understands the CDS does not replace Inspections. Buyer understands and agrees the CDS contains only statements made by the Seller. Parties agree the Brokers have met requirements of SC Code 27-50-70 and Broker are not responsible nor liable for any information in the CDS. CDS is not a substitute for the Buyers and Inspectors inspecting the Property (related Issues/onsite/offsite) "Property issues" for all needs.

☐ Buyer and Seller agree that Seller will **NOT** complete nor provide a CDS to Buyer in accordance with SC Code of Law, as amended, Section 27-50-30, Paragraph (13). Buyers have sole responsibility to inspect Property Issues for all their needs.

17. LEAD BASED PAINT/LEAD HAZARDS: If Property was built or contains items created prior to 1978, it may contain lead based hazards and Parties agree to sign "Disclosure of Information of Lead Based Paint and/or Lead Hazards" forms and give copies to Brokers. Parties acknowledge receiving and understanding the EPA pamphlet "Protect Your Family From Lead in Your Home." For their protection, Buyers should conduct/obtain Inspections of all Property Issues per their needs.

18. CRIME/MEGAN LAW: Parties agree that Brokers are not responsible for obtaining or disclosing information in the SC Sex Offender Registry and no course of action may be brought against any Brokers for failure to obtain or disclose sex offender or criminal information. Buyer and Seller agree that they have sole responsibility to obtain their own sex offender, death, psychological stigma, clandestine laboratory, and crime information from sources (e.g. law enforcement, P.I., web).

19. TRUST ACCOUNT INTEREST/CHARITABLE CONTRIBUTION: According to the South Carolina Real Estate Commission regulations and South Carolina laws, any interest earned from deposit to Closing on Buyer's earnest money deposit belongs to Buyer. It is understood that Broker ☑ may ☐ may not place deposited earnest monies into an interest bearing trust account. If Buyer's earnest money deposit is deposited into an interest bearing trust account, Parties agree that Broker will retain all interest earned in said account and may contribute some or all to a charitable enterprise.

20. SC INCOME TAX ON NON-RESIDENT GAIN AND COMPLIANCE AND USA FEDERAL INCOME TAX: Seller and Buyer will comply with the provisions of South Carolina laws [e.g. 12-8-580 (as amended)] regarding state income tax withholding requirements if the Seller is not a resident or has not filed South Carolina state income tax returns. Seller and Buyer will comply with United States of America federal income tax laws. Seller and Buyer should discuss tax laws and minimization actions with their qualified tax advisor. Parties will comply with all local, state, federal laws, and any rules.

21. ENTIRE AND BINDING AGREEMENT (MERGER CLAUSE): Parties agree that this Contract expresses the entire agreement between the parties, that there is no other agreement, oral/otherwise, modifying the terms and this Contract is binding on Parties and principals, heirs, personal representatives, successors, and assigns. Illegal provisions are severable.

22. ADJUSTMENTS: Buyer and Seller agree to settle or prorate, annually or as appropriate, as of Closing Date: (A) utilities and waste fees issued after Closing which include service for time Property was owned/occupied by Seller (B) real estate taxes and owner association fees/assessments for the calendar year of Closing (C) any rents, deposits, fees associated with leasing (D) insurance, EMS service, fuel/consumables, and assessments. Closing Attorney shall make tax proration based on the available tax information deemed reliable by the Closing Attorney. Should the tax or tax estimate or proration later become inaccurate or change, Buyer and Seller shall make any financial adjustments between themselves once accurate tax information is available. This section survives Closing. Buyer is solely responsible for minimizing the Buyer's taxes and obtaining tax minimization procedural information including related legal counsel and financial counsel. Special assessments approved prior to Closing shall be the responsibility of the Seller. Special Assessments approved after Closing shall be the responsibility of the Buyer.

23. DEFAULT:

(A) If Seller defaults in the performance of any of the Seller's obligations under this Contract ("Default"), Buyer may:

(i) Deliver Notice of Default to Seller and terminate Contract; and

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(ii) Pursue any remedies available to Buyer at law or equity; and
(iii) Recover attorneys' fees and all other direct costs of litigation if Buyer prevails in any action against Seller.
(B) If Buyer defaults in the performance of any of the Buyer's obligations under this Contract ("Default"), Seller may:
(i) Deliver Notice of Default to Buyer and terminate Contract; and
(ii) Pursue any remedies available to Seller at law or equity; and
(iii) Recover attorneys' fees and all other direct costs of litigation if Seller prevails in any action against Buyer.
(C) If either/both Parties default, Parties agree to sign an escrow deposit disbursement agreement or release agreement.
(D) Parties may agree in writing to allow a Cure Period for a default. If within the Cure Period, either Party cures the Default and Delivers Notice, Parties shall proceed under the Contract.

24. MEDIATION: Mediation is an alternative dispute resolution system and may help avoid potentially expensive and lengthy litigation. The mediation participants voluntarily decide their settlement with the mediator facilitating their decisions and documentation of the settlement. Mediation is not binding arbitration. The mediator does not decide the outcome. The mediation participants make their own decisions include reaching or not reaching a settlement. Any dispute, claim, breach, or services issues relating to this Contract shall be submitted to mediation in accordance with the Procedures of the Dispute Resolution System of the NATIONAL ASSOCIATION OF REALTORS® (info@SCREALTORS.org 1-800-233-6381). Disputes include representations made by any Party, Broker, person or entity in connection with the sale, purchase, financing, condition or any other aspect of the Property, including without limitation allegations of concealment, misrepresentation, negligence or fraud. Any agreement signed by the Parties pursuant to mediation is binding. This mediation clause shall survive the Closing. The following matters are excluded from mediation herein: (a) judicial or non-judicial foreclosure or other action or proceeding to enforce a deed of trust, mortgage, or land contract; (b) an unlawful detainer action; (c) the filing or enforcement of a mechanic's lien; (d) any matter which is within the jurisdiction of a probate court; (e) the filing of a interpleader action to resolve earnest money disputes. The filing of a judicial action to enable the recording of a notice of pending action, for order of attachment, receivership, injunction, or other provisional remedies, shall not constitute a waiver of the right to mediate under this provision, nor shall it constitute a breach of the duty to mediate.

25. NON-RELIANCE CLAUSE (NOT A MERGER CLAUSE NOR EXTENSION OF A MERGER CLAUSE): Parties execute this Contract freely and voluntarily without reliance upon any statements, representations, inducements, promises, or agreements by Brokers or Parties except as expressly stipulated or set forth in this Contract. If not contained herein, such statements, representations, inducements, promises, or agreements shall be of no force or effect. Parties acknowledge that Brokers are being retained solely as licensed real estate agents and not as any attorney, tax/financial advisor, appraiser, surveyor, engineer, mold or air quality expert, home inspector, or other professional service provider.

26. BROKER DISCLAIMER: Parties acknowledge that Brokers give no warranties or representations of any kind, expressed or implied as to: (1) condition of the Property, including but not limited to termites, radon, mold, asbestos, moisture, environmental issues, water, waste, air quality, HVAC, utilities, plumbing, electrical or structure, etc. (2) condition of the Property, survey or legal matters, square footage (3) off site conditions (4) schools (5) title including but not limited to easements, encroachments, projections, encumbrances, restrictions, covenants, setbacks, and the like (6) fitness for a particular purpose of the Property or the improvements (7) zoning ordinances and restrictions (7) projected income, value, marketability, taxes, insurance, or other possible benefits to Buyer. Parties consent that their Brokers may communicate with them via any means; and use or disclose information not made confidential by written instruction of Parties.

27. BROKERS COMPENSATION: Parties direct Closing Attorney to use settlement funds to collect and disburse Brokers Compensation to Brokers in accordance with agreements and document compensation on the settlement statement. If a Party disputes Brokers Compensation, that Party agrees to retain a South Carolina law firm to escrow only the disputed amount of Brokerage Compensation until the dispute is resolved by a written agreement signed by that Party and the Affected Broker, arbitration award, or court order. Party requesting the escrow shall pay all costs for escrow. If the dispute is not resolved within 180 days of Closing, the escrow shall be disbursed to the Broker. Parties agree that Brokers are third party beneficiaries to this Contract and have standing to seek remedies at law and equity. Parties represent that their only enforceable agency agreements are with the Brokers disclosed in this Contract. Parties consent to Brokers possibly receiving compensation from the HWC and/or others if compensation is paid by in accordance with laws and REALTOR® ethics. NOTICE: THIS IS TO GIVE YOU NOTICE THAT BROKERS HAVE/WILL/MAY RECEIVE COMPENSATION FROM HWC/OTHERS FOR REFERRAL/PROCESSING. YOU ARE NOT REQUIRED TO PURCHASE A HWC OR SIMILAR RESIDENTIAL SERVICE CONTRACT AND IF YOU CHOOSE TO PURCHASE SUCH COVERAGE YOU ARE FREE TO PURCHASE IT FROM ANOTHER PROVIDER.

28. ATTACHMENTS, OTHER CONTINGENCIES, TERMS, AND/OR STIPULATIONS: There may be attachments to this Contract. The most recent changes, amendments, attachments, contingencies, stipulations, addendum, additions, exhibits, or writings, agreed to by the Parties; is evidence of the Parties' intent and agreement and shall control any Contract language conflicts. Parties shall initial and date Contract changes. If any documents are attached as addenda,

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amendments, attachments, or exhibits considered part of this Agreement, such documents can be further identified or described here: _____

_____

_____

29. NOTICE AND DELIVERY: Notice is any unilateral communication (e.g. offers, counteroffers, acceptance, termination, requests for better terms, and associated addenda/amendments) from one Party to the other. Notice to/from a Broker representing a Party is deemed Notice to/from the Party. All Notice, consents, approvals, counterparts, and similar actions required under Contract must be in paper or electronic writing and will be effective as of delivery to the Notice address/email/fax written below and awareness of receipt by Broker ("Delivered") unless Parties agree otherwise in writing.

30. PARTIES ARE SOLELY RESPONSIBLE FOR OBTAINING LEGAL ADVICE PRIOR TO SIGNING THIS CONTRACT AND DURING THE TRANSACTION. REAL ESTATE LICENSEES RECOMMEND OBTAINING LEGAL COUNSEL.

Parties acknowledge receiving, reading, reviewing, and understanding: this Contract, the Agency Disclosure, any agency agreements, and copies of these documents. Parties acknowledge having time and opportunity to review all documents and receive legal counsel from their attorneys prior to signing Contract.

31. EXPIRATION OF OFFER: When signed by a Party and intended as an offer or counter offer, this document represents an offer to the other Party that may be rescinded any time prior to or expires at 5:00 ☐ AM ☑ PM on 1-19, 2015 unless accepted or counter-offered by the other Party in written form Delivered prior to such deadline: _____

IN WITNESS WHEREOF, this Contract has been duly executed by the Parties as true to the best of their knowledge/belief. If signee is not a Party, appropriate legal documents (e.g. Power of Attorney, Corporate Authorization) are ☐ attached or ☐ to be Delivered within _____ Business Days.

Parties shall initial and date all changes in this Contract and initial all pages.

BUYER: Kevin Blake **Date:** 1-14-15 **Time:** 12:50 pm

WITNESS: _____ **Date:** 1-14-15 **Time:** 12:52 pm

BUYER: _____ **Date:** _____ **Time:** _____

WITNESS: _____ **Date:** _____ **Time:** _____

NOTICE ADDRESS/EMAIL/FAX: _____

_____

_____

SELLER: _____ **Date:** _____ **Time:** _____

WITNESS: _____ **Date:** _____ **Time:** _____

SELLER: _____ **Date:** _____ **Time:** _____

WITNESS: _____ **Date:** _____ **Time:** _____

NOTICE ADDRESS/EMAIL/FAX: _____

_____

_____

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ESCROW AGENT ACKNOWLEDGEMENT SIGNATURE: _____

ESCROW AGENT NAME (BROKER IN CHARGE/OTHER): _____

DESCRIBE ESCROW AGENCY (BROKERAGE/LAW FIRM/OTHER): _____

ESCROW AGENT CONTACT INFO: _____

_____

INVOLVED AS: ☑ BUYER AGENT ☐ SELLER SUBAGENT ☐ DUAL AGENT ☐ BUYER DESIGNATED AGENT*

LICENSEE: Jonathan W Gonsey SC LICENSE # 38654 EXPIRES 6-30-15

BROKER IN CHARGE: Colleen Conners SC LICENSE # 58848 EXPIRES 6-30-15

BROKERAGE COMPANY NAME: Allentate Co

MEMBERS OF Piedmont Regional ASSOCIATION/BOARD OF REALTORS®

NOTICE ADDRESS: 1602 Ebenezer Rd Rock Hill SC 29732

NOTICE EMAIL/FAX: 1-800-936-4866

MOBILE PHONE: 83 Patriot OFFICE PHONE: _____

OTHER: _____

_____

INVOLVED AS: ☐ SELLER AGENT ☐ SELLER SUBAGENT ☐ DUAL AGENT ☐ SELLER DESIGNATED AGENT*

LICENSEE: _____ SC LICENSE # _____ EXPIRES _____

BROKER IN CHARGE: _____ SC LICENSE # _____ EXPIRES _____

BROKERAGE COMPANY NAME: _____

MEMBERS OF _____ ASSOCIATION/BOARD OF REALTORS®

NOTICE ADDRESS: _____

NOTICE EMAIL/FAX: _____

MOBILE PHONE: _____ OFFICE PHONE: _____

OTHER: _____

_____

*DESIGNATED AGENCY - THE BROKER-IN-CHARGE AND ALL ASSOCIATED LICENSEES, EXCEPT THE DESIGNATED AGENTS, ARE DUAL AGENTS.

[YB] BUYER [____] BUYER [____] SELLER [____] SELLER HAVE READ THIS PAGE

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AGREEMENT/CONTRACT: TO BUY AND SELL REAL ESTATE (RESIDENTIAL)

1. **PARTIES:** This legally binding Agreement ("Contract") To Buy and Sell Real Estate is entered into as of the Effective Date between:

Buyer(s), Karen Baber ("Buyer"), and

Seller(s), Gloria A. Long-Robinson ("Seller").

(A) "Party" - defined as either Buyer or Seller, "Parties" defined as both Buyer and Seller.
(B) "Brokers" are licensed South Carolina brokers-in-charge, their associated real estate licensees, and their subagents.
(C) "Closing Attorney" - is the licensed South Carolina attorney selected by Buyer to coordinate the transaction and Closing.
(D) "Effective Date" - the final date upon which a Party to the negotiation places the final and required signatures and/or initials and date on this Contract and Delivers Notice to cause this Contract to be binding on all Parties.
(E) "Business Day" - a 24 hour period (Monday/Tuesday/Wednesday/Thursday/Friday) beginning at 10 AM and counted from 10 AM of the first Business Day following the appropriate date (Effective Date, Closing Date, stated date, Notice Delivery date). Business Days shall not begin, end, or include any Saturday, Sunday, or Federal legal holiday.
(F) "Good Funds" - is the transfer of the required amount of United States Dollars (USD) within any required timeframe.
(G) "Time" - all time stated shall be South Carolina local time. **Time is of the essence with respect to all provisions of this Contract stipulating time, deadline, or performance periods.**

☐ BUYER ☐ SELLER IS A SOUTH CAROLINA REAL ESTATE LICENSEE

2. **PURCHASE PRICE:** $ 145,000.00

Payable by transfer of Good Funds via ☒ Finance or ☐ a combination of Finance and Cash USD or ☐ Cash USD.

The sale of Buyer's real property ☐ is ☒ is not a contingency for Purchase and terms ☐ are ☒ are not attached.

3. **PROPERTY:** Seller will sell and Buyer will buy for the Purchase Price any and all lot or parcel of land, appurtenant interests, improvements, landscape, systems, and fixtures if any thereon and further described below ("Property"). Seller agrees to maintain the Property and any personal property conveying in working order, including any landscaping, grounds and any agreed upon repairs or replacements, from the Effective Date through Closing subject to normal wear and tear. Buyer acknowledges opportunity to inquire about lease issues prior to signing Contract. Leasing issues and items see Adjustments (e.g. tenants, rents, deposits, documents, fuel tanks with fuel, alarm systems, satellite equipment, roll carts).

Address 255 ROLLING RIDGE ROAD Unit # _____

City ROCK HILL State of South Carolina

Zip 29730 County of YORK

Lot 569 Block _____ Section/Phase _____ Subdivision Country Club Estates

Other _____ Tax Map 604-05-02-017

Parties agree that no personal property will transfer as part of this sale, except described below and/or ☐ in attachment(s):

4. **CONVEYANCE/CLOSING/POSSESSION:** "Closing" occurs when Seller conveys Property to Buyer and occurs no later than 5 PM on or before March 27, 2015 ("Closing Date") with an automatic extension of _____ business days for an unsatisfied contingency through no fault of either party. Conveyance shall be fee simple made subject to all easements, reservations, rights of way, restrictive covenants of record (provided they do not make the

[KB] BUYER [_____] BUYER [GLR] SELLER [_____] SELLER HAVE READ THIS PAGE

EXHIBIT 000761

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title unmarketable or adversely affect the use/value of the Property in a material way) and to all government statutes, ordinances, rules, permits, and regulations. Seller agrees to convey marketable title with a properly recorded general warranty deed free of encumbrances and liens except as herein stated; and in name(s): _____

_____

and ownership type determined by Buyer. The deed shall be delivered to the Closing Attorney's designated place on or before the Closing Date no later than 10 AM. Seller agrees to pay all statutory deed recording fees. Parties agree the Brokers shall have access to the closing and relevant documents; and the Brokers shall be given copies of the settlement statement prior to Closing for review. Seller shall convey possession of a vacant and reasonably clean Property, free of debris, along with all keys, codes, any remote controls, available documents (e.g. manuals, equipment warranties, service information) and similar ownership items to Buyer at Closing.

5. EARNEST MONEY: Total $ 500.00 (USD) Earnest Money is paid as follows: $ _____ accompanies this offer and $ 500.00 will be paid within 2 Business Days after Effective Date and Earnest Money is in the form of ☒ check ☐ cash ☐ other (e.g. wire) _____ to be a Credit to Buyer at Closing or disbursed only as Parties agree in writing or by court order or by Contract or as required for Closing by Closing Attorney. Buyer and seller authorize Allen Tate Realtors as Escrow Agent to deposit and hold and disburse earnest money according to the terms of this Contract, the law, and any regulations. Broker does not guarantee payment of a check or checks accepted as earnest money. Parties direct escrow agent to communicate reasonable information confirming receipt and status of earnest money upon a Broker request.

THE PARTIES UNDERSTAND AND AGREE THAT UNDER ALL CIRCUMSTANCES INCLUDING DEFAULT, ESCROW AGENT WILL NOT DISBURSE EARNEST MONEY DEPOSIT TO EITHER PARTY UNTIL BOTH PARTIES HAVE EXECUTED AN AGREEMENT AUTHORIZING THE DISBURSEMENT OR UNTIL A COURT OF COMPETENT JURISDICTION HAS DIRECTED A DISBURSEMENT OR AS AGREED UPON IN THIS CONTRACT. FIVE YEARS AFTER CLOSING DATE, ESCROW AGENT MAY DISBURSE EARNEST MONEY TO SOUTH CAROLINA TREASURER AS UNCLAIMED PROPERTY. EARNEST MONEY WILL NOT BE DISBURSED UNTIL DETERMINED TO BE GOOD FUNDS. IF LEGAL ACTIONS OCCUR, NONPREVAILING PARTY AGREES TO INDEMNIFY ESCROW AGENT'S FEES, COURT COSTS AND ATTORNEY FEES. IF INTERPLEADER OR MEDIATION IS TO BE UTILIZED, PARTIES AGREE THAT $ 100.00 SHALL BE PAID TO THE ESCROW AGENT AS COMPENSATION BEFORE ESCROW AGENT INITIATES COURT OF COMPETENT JURISDICTION OR MEDIATION PROCEEDINGS ON EARNEST MONEY.

6. TRANSACTION COSTS: Buyer's transaction costs include all costs and closing costs resulting from selected financing, pre-paid recurring items, insurance (mortgage insurance, title insurance lender/owner, flood, hazard) discount points, all costs to obtain information from or pertaining to any owners association (aka certificate of assessment) interest, non-recurring closing costs, title exam, FHA/VA allowable costs, fees and expenses of Buyer's attorney, contractually required real estate broker compensation, and the cost of any inspector, appraiser, or surveyor. Seller's transaction costs include deed preparation, deed recording costs, deed stamps/tax/recording costs calculated based on the value of the Property, all costs necessary to deliver marketable title and payoffs, satisfactions of mortgages/liens and recording, property taxes pro-rated at Closing, contractually required real estate broker compensation, and fees and expenses of Seller's attorney.

Buyer will pay Buyer's transaction costs and Seller pay Seller's transaction costs unless otherwise agreed upon in writing.

_____

Private/public transfer fees and any costs similar to transfer fees (e.g. capital contributions, conservancy fees, estoppel fees, or otherwise named but similar fees paid to the owners association) are the ☐ Seller's or ☒ Buyer's transaction costs.

At Closing, Seller will pay Buyer's transaction costs not to exceed $ N/A OR n/a % of purchase price, whichever is higher, which includes non-allowable costs first and then allowable costs (FHA/VA). Buyer is responsible for any Buyer's transaction costs exceeding this amount. If the amount exceeds the actual amount of those costs or amount allowed by Lender, then any excess funds will revert to Seller. Seller will also provide or pay for all of Seller's transaction costs. If no Closing, Buyer is responsible for Buyer's transaction costs and Seller responsible for Seller's transaction costs.

7. FINANCE: Buyer's obligation under this Contract ☒ is ☐ is not contingent upon obtaining financing of a ☒ 30 year or ☐ 15 year or ☐ other _____ purchase money loan at reasonable prevailing market terms with loan(s) equal in amounts to a minimum 96.500 % of the Purchase Price or Appraised Value whichever is lower. ("Financing Contingency"). Financing Contingency expires at Closing ("Financing Period"). Buyer must make timely good faith efforts to apply for and obtain financing while refraining from contrary actions ("Financing Effort"). In a timely manner, Buyer shall inform Seller and Brokers of pertinent financing issues and authorize their Lender to disclose pertinent loan information to Seller and Brokers ("Financing Disclosure"). Buyer shall apply for financing within 7 Business Days from the

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Effective Date and shall provide the Seller with reasonable satisfactory written loan approval that contains no credit, income, or asset conditions within n/a Business Days from the Effective Date. Final loan approval occurs when Lender transfers funds. If a Lender subsequently declines or fails to approve financing, the Buyer shall notify the Seller and Brokers as soon as possible. If the Seller and Brokers are notified of inability to obtain financing during the Financing Period, either Party may terminate this Contract by Notice and Earnest Money shall be returned to the Buyer.
Lender (may change): SUMMIT FUNDING ☒ FHA ☐ VA ☐ Conventional ☐ Seller ☐ Other _____. An FHA VA Financing Addendum ☐ is ☒ is not attached. Additional financing terms ☐ are ☐ are not attached.

8. REPAIR PROCEDURE:

Parties agree upon Repair Procedure unless a Due Diligence Addendum is agreed upon and attached to Contract.

(A) Buyer at Buyer's expense shall have the privilege and responsibility of inspecting the structure, square footage, environmental concerns including but not limited to mold, radon gas, lead based hazards including lead based paints, wetlands study, appurtenant buildings, heating systems, air conditioning systems, electrical systems, plumbing systems, water supply systems, water waste systems, as well as, appurtenant equipment or appliances. All repair procedure inspections shall be completed by March 15 2015, _____. In the event repairs are necessary to place the heating systems, air conditioning systems, electrical systems, plumbing systems, water supply systems, water waste systems to be conveyed in operative condition, to make the roof free of leaks, to address environmental concerns and to make the improvements structurally sound (Repair Requests); the Seller shall be Delivered Notice in writing of the specific defects or deficiencies no later than 2 Business Days after the repair procedure inspection date mentioned above. If the Buyer fails to notify the Seller within this timeframe, Buyer shall have waived any and all rights under terms of this section. If Lender's commitment requires any additional inspections or certifications, these are to be provided by the Buyer.

(B) Upon Delivered Notice of the Repair Requests, Seller has n/a Business Days to reply to the Buyer's Repair Requests. The costs of all repairs to heating systems, air conditioning systems, electrical systems, plumbing systems, water supply systems, water waste systems making these systems operable, make roof free of leaks, address environmental concerns, and to make the improvements structurally sound to be paid by Seller. If the Seller agrees to make the repairs, the Parties agree to proceed under Contract. If the Seller does not agree to make these Seller paid repairs, the Buyer shall have 2 Business Days to choose any of the following options (1) accept the Property in its present condition, (2) negotiate with the Seller for the payment of these repairs/price or (3) terminate this Contract and receive their Earnest Money. The repairs to any other items are the sole responsibility of the Buyer. The obligations of the Seller for repairs terminate upon Closing.

SHOULD BUYER FAIL TO REACH A NEW/AMENDED CONTRACT OR TERMINATE THE CONTRACT: The Buyer agrees to buy and Seller agrees to sell the Property AS IS. Parties agree "As Is" means Buyer buys the Property for the Purchase Price while Seller maintains the Property from the Effective Date through Closing subject to normal wear without repair or replacement and sells the Property for the Purchase Price unless otherwise agreed upon in writing by the Parties in this Contract.

IF A DUE DILIGENCE ADDENDUM IS SIGNED, DATED AND TIMED BY ALL PARTIES; THE PARTIES AGREE THAT THE LANGUAGE IN THE DUE DILIGENCE ADDENDUM SHALL REPLACE THE REPAIR PROCEDURE LANGUAGE IN THIS SECTION AND THE PARTIES AGREE THAT THIS TRANSACTION SHALL BE CONDUCTED IN ACCORDANCE WITH THE DUE DILIGENCE ADDENDUM WHICH GRANTS THE BUYER A UNILATERAL RIGHT TO INSPECT THE PROPERTY AND TERMINATE FOR ANY REASON WITH WRITTEN NOTICE AND PAYMENT OF A FEE IN A PERIOD.

9. INSPECTION/REINSPECTION RIGHTS: Buyer and SC licensed and insured inspectors ("Inspectors") can reasonably perform any reasonable ultimately non-destructive examination and make reasonable record of the Property with reasonable Notice to Seller through Closing including investigations of off-site conditions and any issues related to the Property at Buyer Expense ("Inspections"). Buyer and persons they choose may make reasonable visual observations of Property.

Sellers will make the Property accessible for Inspection and not unreasonably withhold access, unless otherwise agreed in writing by the Parties. Seller will keep all utilities operational through Closing unless otherwise agreed:

☒ **Seller grants Buyer permission to connect utilities, pay for utilities, and hire professionals (e.g. electricians, plumbers) to safely connect and operate the utilities during the Inspections.**

☐ **Other** _____ ☐ **see attached.**

[KB] BUYER [_____] BUYER [LBR] SELLER [_____] SELLER HAVE READ THIS PAGE

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Buyer will hold harmless, indemnify, pay damages and attorneys fees to Seller and Brokers for all claims, injuries, and damages arising out of the exercise of these rights. Seller will hold harmless, indemnify, pay damages and attorneys fees to Brokers for all claims, injuries, and damages arising out of the exercise of these rights. Brokers recommend that Parties obtain all inspections as soon as possible. Brokers recommend that Parties and Inspectors use Insurance to manage risk.

10. APPRAISED VALUE:

☒ This Contract is contingent upon the Property being valued according to the Lender's appraisal or other appraisal as agreed upon by the Parties ("Appraised Value") for the Purchase Price or higher. If the Parties are made aware that the Appraised Value is less than the Purchase Price and the Seller Delivers Notice to the Buyer within 5 Business Days of Closing (whichever earliest) of an amendment to reduce the Purchase Price to the Appraised Value, the Parties agree to proceed to Closing under terms of this Contract with the Purchase Price amended to be the Appraised Value. Otherwise, Buyer may proceed to Closing or terminate this Contract by Delivering Notice of Termination to the Seller whereupon the Earnest Money will be returned to Buyer.

☐ This Contract is **not** contingent upon the Property being valued at an Appraised Value according to the Lender's appraisal or other appraisal as agreed upon by the Parties for the Purchase Price or more.

11. WOOD INFESTATION REPORT: If the Property to be sold has been previously occupied, this Contract is contingent upon the ☒ Buyer ☐ Seller having the Property inspected at their expense by a qualified/licensed/bonded pest control operator selected by the ☒ Buyer ☐ Seller and Delivery to Closing of a CL100 Wood Infestation Report dated no earlier than 30 calendar days prior to Closing and no later than 10 calendar days prior to Closing. If the Buyer is responsible for having the Property inspected as indicated above, but does not have the Property timely inspected for the report's required Delivery time frame, the Buyer waives any and all rights under the terms of this section. The Seller makes no warranties with regard to matters covered by such infestation report or any other improvement unless specifically stated in this Contract.

If the infestation report reveals the presence or indication of or damages by termite infestation or other wood destroying organisms, Seller shall remedy such deficiencies and shall furnish the Buyer with an infestation report by qualified/licensed/bonded pest control operator (dated no earlier than 30 calendar days prior to Closing) that the Property is free from infestation or any damage herein mentioned; or documentation that the infestation has been treated and damage has been repaired as appropriate in a workmanlike manner on or before closing and reported by an appropriate licensee. State law and regulations control CL100 issues. If the Seller does not make the repairs and treatment, the Buyer shall have the option to (1) accept the Property in its present condition, (2) negotiate with the Seller for the payment of these repairs and treatment, or (3) terminate this Contract by Delivering Notice of Termination to the Seller whereupon the Earnest Money will be returned to Buyer. If the Property to be sold has not been previously occupied, Seller shall certify that the Dwelling has been treated by soil poisoning for the prevention of termites and other wood destroying organisms and shall provide at Closing to the Buyer a written certification from a qualified/licensed/bonded pest control operator. The obligations of the Seller under this Section terminate after the Closing.

12. SURVEY, TITLE EXAMINATION, INSURANCE: Brokers recommend Buyer have Property surveyed, title examined and appropriate insurance (including owner's title) effective at Closing. Seller to cancel existing insurance and Buyer to obtain new insurance policies by Closing unless otherwise agreed upon in writing by Parties. Flood Insurance, if required by Lender or at Buyer's option, shall be assigned to Buyer with permission of carrier and premium prorated to Closing. Buyers are solely responsible to investigate pricing and requirements of insurance for the property prior to signing Contract.

13. SURVIVAL: If any provision herein contained which by its nature or effect is required to be observed, kept, or performed after Closing, it will survive the Closing and remain binding upon for the parties hereto until fully observed, kept or performed.

14. HOME WARRANTY COMPANY OPTIONAL COVERAGE ("HWC"): Parties agree that a Home Warranty ordered by N/A with at least twelve months of coverage after Closing Date ☐ will ☒ will not be provided by Closing and $ N/A will be paid by N/A to the Home Warranty Company. Buyer to pay any deficit and surplus reverts to payor.
Proposed HWC and type of HWC: N/A

15. FIRE OR CASUALTY OR INJURY: In case the Property is damaged wholly or partially by fire or other casualty prior to Closing, Buyer will have the right for 5 Business Days after Notice of damage to Deliver Notice of Termination to the Seller. If Buyer does not Deliver Notice of Termination, the Parties proceed according to the Contract and Seller is to be

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responsible to (1) repair all damage, (2) remit to Buyer an amount for repairs, or (3) assign to Buyer the right to all proceeds of insurance and remit any deductible amount applicable to such casualty. If Buyer or Inspections caused the damage, Buyer is responsible for indemnifying Seller for damages. Brokers and Parties should ensure that they are protected by appropriate risk management strategies such as insurance.

16. SC RESIDENTIAL PROPERTY CONDITION DISCLOSURE STATEMENT ("CDS") [check one]:

☒ Buyer and Seller agree that Seller has delivered prior to this Contract, a CDS to Buyer, as required by SC Code of Laws Section 27-50-10 et seq. If after delivery, Seller discovers a CDS material inaccuracy or the CDS becomes materially inaccurate due to an occurrence or circumstance; the Seller shall promptly correct this inaccuracy by delivering a corrected CDS to the Buyer or making reasonable repairs prior to Closing. Buyer understands the CDS does not replace Inspections. Buyer understands and agrees the CDS contains only statements made by the Seller. Parties agree the Brokers are not responsible nor liable for any information in the CDS and the Brokers have met requirements of SC Code 27-50-70.

☐ Buyer and Seller agree that Seller will **NOT** complete nor provide a CDS to Buyer in accordance with SC Code of Law, as amended, Section 27-50-30, Paragraph (13).

17. LEAD BASED PAINT/LEAD HAZARDS: If Property was built or contains items created prior to 1978, it may contain lead based hazards and Parties agree to sign "Disclosure of Information of Lead Based Paint and/or Lead Hazards" forms and give copies to Brokers. Parties acknowledge receiving and understanding the EPA pamphlet "Protect Your Family From Lead in Your Home."

18. CRIME/MEGAN LAW: Parties agree that Brokers are not responsible for obtaining or disclosing information in the SC Sex Offender Registry and no course of action may be brought against any Brokers for failure to obtain or disclose sex offender or criminal information. Buyer and Seller agree that they have sole responsibility to obtain their own sex offender, death, clandestine laboratory, and crime information from appropriate law enforcement officials or information sources.

19. TRUST ACCOUNT INTEREST/CHARITABLE CONTRIBUTION: According to the rules and regulations of the South Carolina Real Estate Commission and the Code of Laws of South Carolina, as amended, any interest earned on Buyer's earnest money deposit would belong to Buyer until the closing of the transaction referenced in this Contract. It is understood that Broker ☐ may ☒ may not place deposited earnest monies into an interest bearing trust account. If Buyer's earnest money deposit is deposited into an interest bearing trust account, Broker will retain all interest earned in said account and may contribute some or all to a charitable enterprise.

20. SC INCOME TAX ON NON-RESIDENT GAIN AND COMPLIANCE AND USA FEDERAL INCOME TAX: Seller and Buyer will comply with the provisions of the SC Code 12-8-580 (as amended) regarding state income tax withholding requirements if the Seller is not a resident or has not filed SC state income tax returns. Seller and Buyer will comply with United States of America federal income tax laws. Seller and Buyer should discuss tax laws and minimization actions with their qualified tax advisor. Parties will comply with all local, state, federal laws, and any rules.

21. ENTIRE AND BINDING AGREEMENT (MERGER CLAUSE): Parties agree that this Contract expresses the entire agreement between the parties, that there is no other agreement, oral/otherwise, modifying the terms and this Contract is binding on Parties and principals, heirs, personal representatives, successors, and assigns. Illegal provisions are severable.

22. ADJUSTMENTS: Buyer and Seller agree to settle or prorate, annually or as appropriate; as of Closing Date: (A) utilities and waste fees issued after Closing which include service for time Property was owned/occupied by Seller (B) real estate taxes and owner association fees/assessments for the calendar year of Closing (C) any rents, deposits, fees associated with leasing (D) insurance, EMS service, fuel/consumables, and assessments. Closing Attorney shall make tax proration based on the available tax information deemed reliable by the Closing Attorney. Should the tax or tax estimate or proration later become inaccurate or change, Buyer and Seller shall make any financial adjustments between themselves once accurate tax information is available. This section survives Closing. Buyer is solely responsible for minimizing the Buyer's taxes and obtaining tax minimization procedural information including related legal counsel and financial counsel.

23. DEFAULT:

(A) If Seller defaults in the performance of any of the Seller's obligations under this Contract ("Default"), Buyer may:
- (i) Deliver Notice of Default to Seller and terminate Contract and
- (ii) Pursue any remedies available to Buyer at law or equity and
- (iii) Recover attorneys' fees and all other direct costs of litigation if Buyer prevails in any action against Seller.

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(B) If Buyer defaults in the performance of any of the Buyer's obligations under this Contract ("Default"), Seller may:
(i) Deliver Notice of Default to Buyer and terminate Contract and
(ii) Pursue any remedies available to Seller at law or equity and
(iii) Recover attorneys' fees and all other direct costs of litigation if Seller prevails in any action against Buyer.
(C) If either/both Parties default, Parties agree to sign an escrow deposit disbursement agreement or release agreement.
(D) Parties may agree in writing to allow a Cure Period for a default. If within the Cure Period, either Party cures the Default and Delivers Notice, Parties shall proceed under the Contract.

24. MEDIATION CLAUSE: Mediation is an alternative dispute resolution system and may help avoid potentially expensive and lengthy litigation. The mediation participants voluntarily decide their settlement with the mediator facilitating their decisions and documentation of the settlement. Mediation is not binding arbitration. The mediator does not decide the outcome. The mediation participants make their own decisions include reaching or not reaching a settlement. Any dispute, claim, breach, or services issues relating to this Contract shall be submitted to mediation in accordance with the Procedures of the Dispute Resolution System of the NATIONAL ASSOCIATION OF REALTORS® (info@SCREALTORS.org 1-800-233-6381). Disputes include representations made by any Party, Broker, person or entity in connection with the sale, purchase, financing, condition or any other aspect of the Property, including without limitation allegations of concealment, misrepresentation, negligence or fraud. Any agreement signed by the Parties pursuant to mediation is binding. This mediation clause shall survive the Closing Date. The following matters are excluded from mediation herein: (a) judicial or non-judicial foreclosure or other action or proceeding to enforce a deed of trust, mortgage, or land contract; (b) an unlawful detainer action; (c) the filing or enforcement of a mechanic's lien; (d) any matter which is within the jurisdiction of a probate court; (e) the filing of a interpleader action to resolve earnest money disputes. The filing of a judicial action to enable the recording of a notice of pending action, for order of attachment, receivership, injunction, or other provisional remedies, shall not constitute a waiver of the right to mediate under this provision, nor shall it constitute a breach of the duty to mediate.

25. NON-RELIANCE CLAUSE (NOT A MERGER CLAUSE NOR EXTENSION OF A MERGER CLAUSE): Parties execute this Contract freely and voluntarily without reliance upon any statements, representations, inducements, promises, or agreements by Brokers or Parties except as expressly stipulated or set forth in this Contract. If not contained herein, such statements, representations, inducements, promises, or agreements shall be of no force or effect. Parties acknowledge that Brokers are being retained solely as licensed real estate agents and not as any attorney, tax/financial advisor, appraiser, surveyor, engineer, mold or air quality expert, home inspector, or other professional service provider.

26. BROKER DISCLAIMER: Parties acknowledge that Brokers give no warranties or representations of any kind, expressed or implied as to: (1) condition of the Property, including but not limited to termites, radon, mold, asbestos, moisture, environmental issues, water, waste, air quality, HVAC, utilities, plumbing, electrical or structure, etc. (2) condition of the Property, survey or legal matters, square footage (3) off site conditions; (4) schools (5) title including but not limited to easements, encroachments, projections, encumbrances, restrictions, covenants, setbacks, and the like (6) fitness for a particular purpose of the Property or the Improvements (7) zoning ordinances and restrictions (8) projected income, value, marketability, taxes, insurance, or other possible benefits to Buyer. Parties consent that their Brokers may communicate with them via any means; and use or disclose information not made confidential by written instruction of Parties.

27. BROKERS COMPENSATION: Parties direct Closing Attorney to use settlement funds to collect and disburse Brokers Compensation to Brokers in accordance with agreements and document compensation on the settlement statement. If a Party disputes Brokers Compensation, that Party agrees to retain a SC law firm to escrow only the disputed amount of Brokerage Compensation until the dispute is resolved by a written agreement signed by that Party and the Affected Broker, arbitration award, or court order. Party requesting the escrow shall pay all costs for escrow. If the dispute is not resolved within 180 calendar days of Closing, the escrow shall be disbursed to the Broker. Parties agree that Brokers are third party beneficiaries to this Contract and have standing to seek remedies at law and equity. Parties represent that their only enforceable agency agreements are with the Brokers disclosed in this Contract. Parties consent to Brokers possibly receiving compensation from the HWC and/or others if compensation is paid by in accordance with laws and REALTOR® ethics. NOTICE: THIS IS TO GIVE YOU NOTICE THAT BROKERS HAVE/WILL/MAY RECEIVE COMPENSATION FROM HWC/OTHERS FOR REFERRAL/PROCESSING. YOU ARE NOT REQUIRED TO PURCHASE A HWC OR SIMILAR RESIDENTIAL SERVICE CONTRACT AND IF YOU CHOOSE TO PURCHASE SUCH COVERAGE YOU ARE FREE TO PURCHASE IT FROM ANOTHER PROVIDER.

28. ATTACHMENTS, OTHER CONTINGENCIES, TERMS, AND/OR STIPULATIONS: There may be attachments to this Contract. The most recent changes, amendments, attachments, contingencies, stipulations, addendum, additions, exhibits, or writings, agreed to by the Parties; is evidence of the Parties' intent and agreement and shall control any

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Contract language conflicts. If any documents are attached as addenda, amendments, attachments, or exhibits considered part of this Agreement, they are further identified or described here:
PROPERTY TO BE SOLD "AS-IS, WHERE-IS, WITH ALL FAULTS." CONTRACT CONTINGENT UPON APPROVAL AND ACCEPTANCE OF LENDER.

29. **NOTICE AND DELIVERY:** Notice is any unilateral communication (offers, counteroffers, acceptance, termination, unilateral requests for better terms, and associated addenda/amendments) from one Party to the other. Notice to/from a Broker representing a Party is deemed Notice to/from the Party. All Notice, consents, approvals, counterparts, and similar actions required under Contract must be in paper or electronic writing and will be effective as of delivery to the Notice address/email/fax written below and awareness of receipt by Broker ("Delivered") unless Parties agree otherwise in writing.

30. **PARTIES ARE SOLELY RESPONSIBLE FOR OBTAINING LEGAL ADVICE PRIOR TO SIGNING THIS CONTRACT AND DURING THE TRANSACTION. REAL ESTATE LICENSEES RECOMMEND OBTAINING LEGAL COUNSEL.**

Parties acknowledge receiving, reading, reviewing, and understanding: this Contract, the Agency Disclosure, any agency agreements, and copies of these documents. Parties acknowledge having time and opportunity to review all documents and receive legal counsel from their attorneys prior to signing Contract.

31. **EXPIRATION OF OFFER:** When signed by a Party and intended as an offer or counter offer, this document represents an offer to the other Party that may be rescinded any time prior to or expires at _____ ☐ AM ☐ PM on _____, _____ unless accepted or counter-offered by the other Party in written form Delivered prior to such deadline.

IN WITNESS WHEREOF, this Contract has been duly executed by the Parties as true to the best of their knowledge/belief. If signee is not a Party, appropriate legal documents (e.g. Power of Attorney, Corporate Authorization) are ☐ attached or ☐ to be Delivered within _____ Business Days.

Parties shall initial and date all changes in this Contract and initial all pages.

BUYER: Karen Baber 2/19/2015 | 3:12 PM ET **Date:** _____ **Time:** _____
Karen Baber

WITNESS: Jonathan Garvey 2/19/2015 | 8:28 AM PT **Date:** _____ **Time:** _____

BUYER: _____ **Date:** _____ **Time:** _____

WITNESS: _____ **Date:** _____ **Time:** _____

NOTICE ADDRESS/EMAIL/FAX: _____

SELLER: Gloria A. Long-Robinson **Date:** 2/14/15 **Time:** 10:11AM
Gloria A. Long-Robinson

WITNESS: _____ **Date:** _____ **Time:** _____

SELLER: _____ **Date:** _____ **Time:** _____

WITNESS: _____ **Date:** _____ **Time:** _____

NOTICE ADDRESS/EMAIL/FAX: _____

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DocuSign Envelope ID: 0A4F24B6-1508-43B5-87BB-807F5BB5EA8B

0016604217 - Gloria A. Robinson - 255 Rolling Ridge Rock Hill SC 29730

REALTOR® EQUAL HOUSING OPPORTUNITY

ADDENDUM/AMENDMENT TO

☒ AGREEMENT/CONTRACT TO BUY AND SELL REAL ESTATE [☒ OFFER OR ☐ COUNTEROFFER] OR

☐ RESIDENTIAL RENTAL AGREEMENT OR ☐ OTHER: _____

COVERING THE ☒ REAL PROPERTY ☐ PREMISES ☐ BUSINESS ☐ OTHER: _____

Further described or commonly known as:

Address 255 ROLLING RIDGE ROAD Unit # _____

City ROCK HILL State of South Carolina

Other _____ TMS 604-05-02-017

The undersigned Parties hereby agree as follows: 1. Seller and Buyer each represent that the sale is an "arm's length" transaction and the Seller and Buyer are unrelated to each other by family, marriage or commercial enterprise.

2. The buyer agrees not to sell the property within 90 days of closing of this sale.

3. All parties acknowledge that completion of the sale is contingent upon approval from the lien holder for the short payoff.

EXPIRATION OF OFFER: When signed by a Party and intended as an offer or counter-offer, this document represents an offer to the other Party that may be rescinded any time prior to or expires at _____ : ☐ AM ☐ PM on _____ unless accepted or counter-offered by the other Party in written form Delivered prior to such deadline.

Parties are solely responsible for obtaining legal advice prior to entering into this Contract and counsel as required.

IN WITNESS WHEREOF, this Agreement has been duly executed by the Parties.

BUYER: Docusigned by: karen baker 1/22/2015 | 12:43 PM ET Karen Baber Date: _____ Time: _____

WITNESS: _____ Date: _____ Time: _____

BUYER: _____ Date: _____ Time: _____

WITNESS: _____ Date: _____ Time: _____

SELLER: Gloria A Long Robinson Gloria A. Long-Robinson Date: 1/22/15 Time: _____

WITNESS: _____ Date: _____ Time: _____

SELLER: _____ Date: _____ Time: _____

WITNESS: _____ Date: _____ Time: _____

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[KB] BUYER [____] BUYER [GLR] SELLER [____] SELLER HAVE READ THIS PAGE

Allen Tate Realtors - RH, 1032 Cherokee Rd Rock Hill,SC 29732 Phone: (803)366-7897 Fax: Joe P. Simpson, Jr.
Robin Dunn
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ELECTRONICALLY FILED - 2019 Mar 05 3:01 PM - YORK - COMMON PLEAS - CASE#2018CP4601592

0016604217 - Gloria A. Robinson - 255 Rolling Ridge Rock Hill SC 29730

REALTOR® EQUAL HOUSING OPPORTUNITY

SHORT SALE ADDENDUM/AMENDMENT TO AGREEMENT/CONTRACT TO BUY AND SELL REAL ESTATE

[X] RESIDENTIAL [ ] OTHER _____

The Parties agree these provisions are made part of the Agreement/Contract to Buy and Sell Residential ("Contract"):

Address 255 ROLLING RIDGE ROAD Unit # _____

City ROCK HILL State of South Carolina

Zip 29730 County of YORK

Lot 569 Block _____ Section/Phase _____ Subdivision Country Club Estates

Other _____ TMS 604-05-02-017

1. SHORT SALE APPROVAL: Parties agree the purchase price is less than the dollar amounts of the Seller's debt(s) which are secured by the property and may be owed to one or more lender(s) or lienholder(s) ("Lienholder") and this transaction ("Short Sale") is contingent upon ("Short Sale Approval") defined as: (a) Lienholder approval of the purchase price and other terms of the Contract and the closing settlement statement and the Closing and (b) Lienholder's agreement to accept a payoff which is less than the balance due on the loan, lien, or other indebtedness and (c) Lienholder's agreement not to pursue the debt post Closing and (d) Lienholder's release and satisfaction of the mortgage(s) and/or other lien(s) upon receipt of the discounted payoff amount(s).

Seller agrees to promptly take any and all good faith actions and provide any and all information required to timely receive short sale approval and to inform the Brokers and Buyer of any pertinent short sale approval information and to authorize their Lienholder to disclose pertinent short sale approval information to the Brokers and Buyer.

No later than 5 Business Days prior to the Closing Date, the Seller shall provide Brokers and Buyer with Lienholder's written satisfactory tentative short sale approval or either Party then has 2 Business Days to terminate this agreement by Notice whereupon Earnest Money shall be disbursed to the Buyer. If this agreement is not terminated, Parties proceed to Closing.

If Lienholder declines to approve or revokes approval at any time, either Party may terminate this agreement and earnest money shall be disbursed to the Buyer.

2. NO GUARANTEE OF LIENHOLDER APPROVAL OF SHORT SALE: Parties understand that Lienholder is neither required nor obligated to accept a short sale and that Lienholder approval may be revoked at any time prior to Closing, even after previous approval. Parties understand that Lienholder may as a condition of short sale approval require that Parties amend the terms of their Contract. Neither Party is obligated to agree to any of the Lienholder's proposed Contract amendments. If the Lienholder proposes Contract amendments, the recipient Party shall notify the Brokers and the other Party as soon as possible and either Party then has 60 Business Days to terminate this agreement by Notice whereupon Earnest Money shall be returned to the Buyer.

3. TERMINATION: If either Party terminates this agreement in accordance with Sections 1 or 2 of this Short Sale or amendment, the Parties agree to sign a mutual release and agree that the Seller and/or Brokers are not liable for damages or costs incurred by the Buyer resulting from Lienholder actions including proposed amendments, failure to approve, or revocation of approval of the Short Sale.

4. PARTY RESPONSIBILITY: Parties are solely responsible to seek and obtain any and all advice from their attorney, accountant, tax advisor, housing counselor, or other professionals regarding their credit, tax issues, and legal consequences and alternatives to this Short Sale prior to signing, during the Short Sale process, at Closing, and after Closing.

EXPIRATION OF OFFER: When signed by a Party and intended as an offer or counter offer, this document represents an offer to the other Party that may be rescinded any time prior to or expires at _____ [ ] AM [ ] PM on _____ unless accepted or counter-offered by the other Party in written form Delivered prior to such deadline.

[LS] BUYER [_____] BUYER [DJH] SELLER [_____] SELLER HAVE READ THIS PAGE

Allen Tate Realtors - RH,1602 Ebenezer Rd Rock Hill,SC,29732 Phone: (803)366-7697 Fax: Joe P. Simpson, Jr
Robert Curtis

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Parties are solely responsible for obtaining legal advice prior to entering into this Contract and counsel as required.

IN WITNESS WHEREOF, this Agreement has been duly executed by the Parties.

BUYER: Karin Babar 1/22/2015 | 12:43 PM ET Date: _____ Time: _____
Karen Babar

WITNESS: _____ Date: _____ Time: _____

BUYER: _____ Date: _____ Time: _____

WITNESS: _____ Date: _____ Time: _____

SELLER: Gloria A. Long-Robinson Date: 1/22/15 Time: _____
Gloria A. Long-Robinson

WITNESS: _____ Date: _____ Time: _____

SELLER: _____ Date: _____ Time: _____

WITNESS: _____ Date: _____ Time: _____

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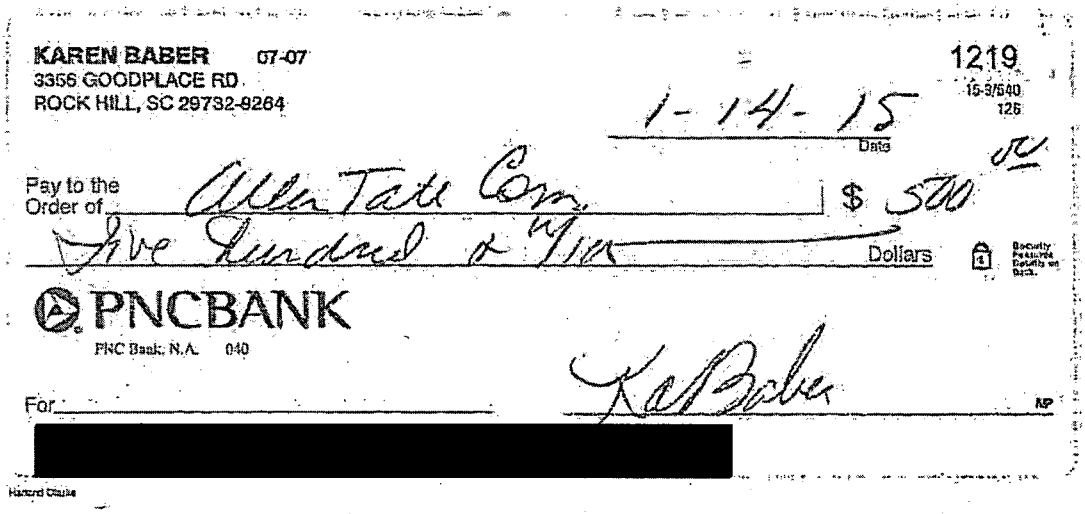
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Joe P. Simpson, Jr.



KAREN BABER 07-07
3356 GOODPLACE RD
ROCK HILL, SC 29732-9264

1219
15-9/540
126

1-14-15
Date

Pay to the Order of Allen Tate Com. $ 500 00

Five Hundred & 00/100 Dollars

Security Features Details on Back.

PNCBANK
PNC Bank, N.A. 040

For [redacted]

K A Baber

KP

Hanard Clause

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From: Karen Baber <baber.karen@yahoo.com>
Sent: Wednesday, May 27, 2015 4:03 PM
To: Linda Mattison; Jonathan Garvey; Steve Reynolds
Subject: Re: closing

didn't have termite inspection done...

did inspection/appraisal and that has been paid for

NOTE TO JONATHAN AND STEVE - PLEASE CALL LINDA IF ANYTHING ELSE - THANKS

On Wednesday, May 27, 2015 2:49 PM, Linda Mattison <linda@gillenlawfirm.com> wrote:

Hi Karen

Left you vm msg and trying to get your settlement statement approved so we can close Fri. Did you have a termite and home inspection done? If so, have they been paid or do I need to pay at closing. Need to know by today.

Thanks

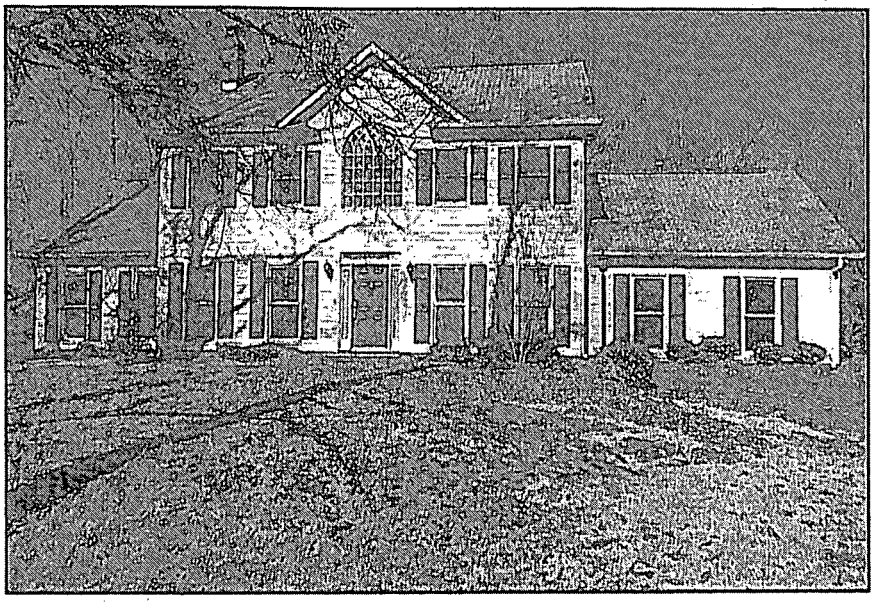
Linda M. Mattison, Paralegal
Gillen Law Firm, PA
1803 Ebenezer Road
Rock Hill, SC 29732

803-327-0777 (Direct)
803-327-5011 (Fax)

EXHIBIT
000772
Baber 14
2-15-19 KC

Borrower/Client	Karen K Baber			File No.	461-6145927
Property Address	255 Rolling Ridge Rd				
City	Rock Hill	County York	State SC	Zip Code	29730
Lender	Summit Funding, Inc.				

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EXHIBIT
Baber 000773

Uniform Residential Appraisal Report

BLB15022613
File # 461-6145927

The purpose of this summary appraisal report is to provide the lender/client with an accurate, and adequately supported, opinion of the market value of the subject property.

SUBJECT

Property Address 255 Rolling Ridge Rd | City Rock Hill | State SC | Zip Code 29730
Borrower Karen K Baber | Owner of Public Record Gloria A Long-Robinson | County York
Legal Description Deed Book 6666-273/ Plat Book B53-3/ Lot 569
Assessor's Parcel # 604-05-02-017 | Tax Year 2014 | R.E. Taxes $ 1,654
Neighborhood Name Country Club Estates | Map Reference 6040502017 | Census Tract 0613.01
Occupant ☐ Owner ☐ Tenant ☒ Vacant | Special Assessments $ 0 | ☒ PUD HOA $ 25 ☒ per year ☐ per month
Property Rights Appraised ☒ Fee Simple ☐ Leasehold ☐ Other (describe)
Assignment Type ☒ Purchase Transaction ☐ Refinance Transaction ☐ Other (describe)
Lender/Client Summit Funding, Inc. | Address 2241 Harvard St. #200, Sacramento, CA 95815
Is the subject property currently offered for sale or has it been offered for sale in the twelve months prior to the effective date of this appraisal? ☒ Yes ☐ No
Report data source(s) used, offering price(s), and date(s) DOM 284;MLS/Paragon/CMLS. The subject property was listed on 4/21/2014 and is currently listed for 159900

CONTRACT

I ☒ did ☐ did not analyze the contract for sale for the subject purchase transaction. Explain the results of the analysis of the contract for sale or why the analysis was not performed. Arms length sale;The subject is currently under a contract dated 2/18/2015 for 145000

Contract Price $ 145,000 | Date of Contract 02/18/2015 | Is the property seller the owner of public record? ☒ Yes ☐ No | Data Source(s) Public records
Is there any financial assistance (loan charges, sale concessions, gift or downpayment assistance, etc.) to be paid by any party on behalf of the borrower? ☐ Yes ☒ No
If Yes, report the total dollar amount and describe the items to be paid. $0;

NEIGHBORHOOD

Note: Race and the racial composition of the neighborhood are not appraisal factors.

Neighborhood Characteristics			One-Unit Housing Trends			One-Unit Housing			Present Land Use %
Location	☐ Urban	☒ Suburban ☐ Rural	Property Values	☐ Increasing	☒ Stable ☐ Declining	PRICE	AGE		One-Unit 75 %
Built-Up	☐ Over 75%	☒ 25-75% ☐ Under 25%	Demand/Supply	☐ Shortage	☒ In Balance ☐ Over Supply	$ (000)	(yrs)		2-4 Unit %
Growth	☐ Rapid	☐ Stable ☒ Slow	Marketing Time	☐ Under 3 mths	☒ 3-6 mths ☐ Over 6 mths	155	Low	20	Multi-Family %
Neighborhood Boundaries	The subject property is roughly bound to the north and east by hwy 901 and the					285	High	108	Commercial %
south and west by oakdale rd.						220	Pred.	48	Other 25 %

Neighborhood Description The subject is located in a developing area of homes. Homes vary as to age, design, style, GLA and room count. Maintenance of properties and improvements are average. The subject property is located in close proximity to places of employment, local restaurants etc, and major traffic arteries. The subject area is approximately 75% built up with 25% undeveloped (Other).
Market Conditions (including support for the above conclusions) The subject market appears to have stabilized at current rates with some variables with REO and short sales being present.Property values have declined over past years. The immediate market and similar homes has been more stable as compared to the market as a whole. Supply is typical for market trends. Marketing/Exposure time 30 to 200 days with some variables.

SITE

Dimensions See Plat | Area 1.00 ac | Shape rectangular | View N;Res;Glfvw
Specific Zoning Classification R1 | Zoning Description Residential
Zoning Compliance ☒ Legal ☐ Legal Nonconforming (Grandfathered Use) ☐ No Zoning ☐ Illegal (describe)
Is the highest and best use of subject property as improved (or as proposed per plans and specifications) the present use? ☒ Yes ☐ No If No, describe

Utilities	Public	Other (describe)		Public	Other (describe)	Off-site Improvements - Type	Public	Private
Electricity	☒	☐	Water	☒	☐	Street asphalt	☒	☐
Gas	☒	☐	Sanitary Sewer	☒	☐	Alley None	☐	☐

FEMA Special Flood Hazard Area ☐ Yes ☒ No | FEMA Flood Zone X | FEMA Map # 45091C0318E | FEMA Map Date 09/26/2008
Are the utilities and off-site improvements typical for the market area? ☒ Yes ☐ No If No, describe
Are there any adverse site conditions or external factors (easements, encroachments, environmental conditions, land uses, etc.)? ☐ Yes ☒ No If Yes, describe

IMPROVEMENTS

General Description		Foundation		Exterior Description	materials/condition	Interior	materials/condition
Units	☒ One ☐ One with Accessory Unit	☐ Concrete Slab	☒ Crawl Space	Foundation Walls	masonry/average	Floors	h.w./ca./t./v./avg.
# of Stories	2	☐ Full Basement	☐ Partial Basement	Exterior Walls	siding/average	Walls	drywall/panel/avg.
Type	☒ Det. ☐ Att. ☐ S-Det./End Unit	Basement Area	0 sq.ft.	Roof Surface	composite/average	Trim/Finish	wood/average
☒ Existing	☐ Proposed ☐ Under Const.	Basement Finish	0 %	Gutters & Downspouts	yes/average	Bath Floor	h.w./ti./avg.
Design (Style)	Traditional	☐ Outside Entry/Exit	☐ Sump Pump	Window Type	d.h.insulated/average	Bath Wainscot	fiber/average
Year Built	1989	Evidence of	☐ Infestation	Storm Sash/Insulated	yes/average	Car Storage	☐ None
Effective Age (Yrs)	26	☐ Dampness	☐ Settlement	Screens	yes/average	☒ Driveway	# of Cars 2
Attic	☐ None	Heating	☒ FWA ☐ HWBB ☐ Radiant	Amenities	☐ Woodstove(s) # 0	Driveway Surface	concrete
☒ Drop Stair	☐ Stairs	☐ Other	Fuel gas	☒ Fireplace(s) #	1 ☐ Fence none	☐ Garage	# of Cars 0
☐ Floor	☐ Scuttle	Cooling	☒ Central Air Conditioning	☒ Patio/Deck deck	☒ Porch porch	☒ Carport	# of Cars 2
☐ Finished	☐ Heated	☐ Individual	☐ Other	☐ Pool none	☐ Other none	☐ Att.	☒ Det. ☐ Built-in

Appliances ☐ Refrigerator ☒ Range/Oven ☒ Dishwasher ☒ Disposal ☐ Microwave ☐ Washer/Dryer ☐ Other (describe)
Finished area above grade contains: 9 Rooms | 4 Bedrooms | 2.1 Bath(s) | 2,970 Square Feet of Gross Living Area Above Grade
Additional features (special energy efficient items, etc.). None; Standard;
Describe the condition of the property (including needed repairs, deterioration, renovations, remodeling, etc.). C4;No updates in the prior 15 years;The subject is considered to be in average condition and looks to have been constructed with average materials and workmanship. There were no signs of deterioration or needed renovation. No needed repairs were noted at the time of the inspection
Are there any physical deficiencies or adverse conditions that affect the livability, soundness, or structural integrity of the property? ☐ Yes ☒ No If Yes, describe
Does the property generally conform to the neighborhood (functional utility, style, condition, use, construction, etc.)? ☒ Yes ☐ No If No, describe

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There are 7 comparable properties currently offered for sale in the subject neighborhood ranging in price from $ 157,000 to $ 295,000

There are 16 comparable sales in the subject neighborhood within the past twelve months ranging in sale price from $ 155,000 to $ 285,000

SALES COMPARISON APPROACH

FEATURE	SUBJECT	COMPARABLE SALE # 1		COMPARABLE SALE # 2		COMPARABLE SALE # 3	
Address	255 Rolling Ridge Rd Rock Hill, SC 29730	363 E Main St Rock Hill, SC 29730		369 Red Fox Trl Rock Hill, SC 29730		271 Country Club Dr Rock Hill, SC 29730	
Proximity to Subject		2.52 miles N		0.65 miles SW		0.30 miles W	
Sale Price	$ 145,000	$ 176,750		$ 205,000		$ 156,400	
Sale Price/Gross Liv. Area	$ 48.92 sq.ft.	$ 67.08 sq.ft.		$ 83.37 sq.ft.		$ 65.17 sq.ft.	
Data Source(s)		pb.rc./cmls/gis/MLS;DOM 144		pb.rc./cmls/gis/MLS;DOM 16		pb.rc./cmls/gis/MLS;DOM 112	
Verification Source(s)		Paragon/CMLS/MLS # 2201956		Paragon/CMLS/MLS # 3050327		Paragon/CMLS/MLS # 2198532	
VALUE ADJUSTMENTS	DESCRIPTION	DESCRIPTION	+(-) $ Adjustment	DESCRIPTION	+(-) $ Adjustment	DESCRIPTION	+(-) $ Adjustment
Sales or Financing Concessions		Estate Conv;0	0 0	ArmLth Conv;0	0 0	Short Conv;0	0 0
Date of Sale/Time		s08/14;c06/14	0	s02/15;c12/14	0	s05/14;c02/14	0
Location	N;Res;	N;Res;		N;Res;		N;Res;	
Leasehold/Fee Simple	Fee Simple	Fee Simple		Fee Simple		Fee Simple	
Site	1.00 ac	10,454 sf	0	37,026 sf	0	36,155 sf	0
View	N;Res;Glfvw	N;Res;	0	N;Res;neighborh	-5,000	N;Res;	0
Design (Style)	DT2;traditional	DT2;traditional		DT1;traditional	0	DT1;traditional	0
Quality of Construction	Q4	Q4		Q4		Q4	
Actual Age	26	108	0	60	0	56	0
Condition	C4	C3	-15,000	C3	-20,000	C3	-20,000
Above Grade Room Count (Total / Bdrms. / Baths)	9 / 4 / 2.1	8 / 4 / 2.0	+2,500	8 / 4 / 2.1	0	8 / 3 / 3.0	-2,500
Gross Living Area	2,970 sq.ft.	2,635 sq.ft.	+10,050	2,459 sq.ft.	+15,330	2,400 sq.ft.	+17,100
Basement & Finished Rooms Below Grade	0sf	0sf		560sf560sfwo 0rr0br0;1ba1o	-14,000 -2,500	0sf	
Functional Utility	Conforms	Conforms		Conforms		Conforms	
Heating/Cooling	FWA/CAC	FWA/CAC		FWA/CAC		FWA/CAC	
Energy Efficient Items	None Noted	None Noted		None Noted		None Noted	
Garage/Carport	2cp2dw	2cp	0	2ga	-3,000	2cp	0
Porch/Patio/Deck	porch/deck	cov.por./pat.	0	c.p./pa./scn.p	-1,500	c.p./deck	0
Net Adjustment (Total)		☐ + ☒ -	$ -2,450	☐ + ☒ -	$ -30,670	☐ + ☒ -	$ -5,400
Adjusted Sale Price of Comparables		Net Adj. 1.4 % Gross Adj. 15.6 %	$ 174,300	Net Adj. 15.0 % Gross Adj. 29.9 %	$ 174,330	Net Adj. 3.5 % Gross Adj. 25.3 %	$ 151,000

I ☒ did ☐ did not research the sale or transfer history of the subject property and comparable sales. If not, explain

My research ☐ did ☒ did not reveal any prior sales or transfers of the subject property for the three years prior to the effective date of this appraisal.

Data Source(s) Public Records

My research ☒ did ☐ did not reveal any prior sales or transfers of the comparable sales for the year prior to the date of sale of the comparable sale.

Data Source(s) Public Records

Report the results of the research and analysis of the prior sale or transfer history of the subject property and comparable sales (report additional prior sales on page 3).

ITEM	SUBJECT	COMPARABLE SALE #1	COMPARABLE SALE #2	COMPARABLE SALE #3
Date of Prior Sale/Transfer		08/04/2014		
Price of Prior Sale/Transfer				
Data Source(s)	County GIS/Realist	County GIS/Realist	County GIS/Realist	County GIS/Realist
Effective Date of Data Source(s)	02/27/2015	02/27/2015	02/27/2015	02/27/2015

Analysis of prior sale or transfer history of the subject property and comparable sales public records indicate comparable 1 transferred as listed above no amount disclosed deed of distribution. public records indicate No additional Prior transfers of the subject were found or recorded as of the date of this report in the past 3 years for the subject and no additional transfers were found or recorded as of the date of this report for the comparables in the past 12 months. The appraiser assumes the standard data sources reporting are complete and accurate as of the date of this report. Note: Some records are recorded late in York County and may appear at a later date as of the effective date of this report.

Summary of Sales Comparison Approach A search for comparable sales was done with emphasis placed on locating the most recent transfers that were considered to be the most comparable at the time of the inspection. Due to the lack of updating evident in the subject and the lack of comparable sales that exhibited no updating a strait line adjustment for condition was unavoidable however no negative market reaction was evident. No sales that bracketed the subject gla were located that was considered more comparable were located however comparable 2 total living area did bracket. No clear market reaction was evident for golf course view and no adjustment could be established. Comparable 1 is an estate sale and comparable 3 is a short sale however were used due to being the most similar in gla that were of reasonable comparable price ranges and condition ranges. (see additional notes.)

Indicated Value by Sales Comparison Approach $ 166,000

RECONCILIATION

Indicated Value by: Sales Comparison Approach $ 166,000 **Cost Approach (if developed) $** 169,154 **Income Approach (if developed) $**

The sales comparison approach is considered the most accurate indicator of market value with the cost approach lending support. The income approach was not used to to limited market data. The estimated indicated value is determined by using the adjusted sale price of the comparable sales and is considered with the relative weight placed on the comparables. This is a summary report.

This appraisal is made ☐ "as is", ☐ subject to completion per plans and specifications on the basis of a hypothetical condition that the improvements have been completed, ☐ subject to the following repairs or alterations on the basis of a hypothetical condition that the repairs or alterations have been completed, or ☒ subject to the following required inspection based on the extraordinary assumption that the condition or deficiency does not require alteration or repair: Subject to utilities being turned on

Based on a complete visual inspection of the interior and exterior areas of the subject property, defined scope of work, statement of assumptions and limiting conditions, and appraiser's certification, my (our) opinion of the market value, as defined, of the real property that is the subject of this report is $ 166,000 **, as of** 02/27/2015 **, which is the date of inspection and the effective date of this appraisal.**

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ADDITIONAL COMMENTS

Notes: I certify as the appraiser that this report is done in compliance with USPAP in all aspects of the appraisal process. I have no current or prospective interest in the subject property or the parties involved, and no services were performed by the appraiser within the past 3 year period immediately preceding acceptance of this assignment pertaining to the subject property, as an appraiser or in any capacity. I certify, as the appraiser, that I have completed all aspects of this valuation, including reconciling my opinion of value, free of influence from the client, client's representatives, borrower, or any other party to the transaction.Additional comments Continued on ADDITIONAL SUPPORTING APPRAISER COMMENTS Page(s)

Notes: Minor amenities such as fireplaces, stoops, fences, typical storage buildings, etc. are not included in the grid section for the subject or the comparables when no clear market reaction is evident and the MLS data for the comparables does not correctly include this information consistently for the comparable sales or active listings.

Notes: Site sizes vary in the subject local market however no clear market reaction was evident and no adjustment was required.

Notes: This report is done subject to utilities being turned on and confirmation that the subject will meet the following upon utilities being turned on: The subject property meets the standards put forth by the guidelines in HUD handbooks 4905.1 and 4150.2. A head and shoulders inspection of the attics and crawl spaces was done at the time of the appraisal. The utilities were on and functioning at the time of the inspection. The subject meets the standards pertaining to the presence and installation of smoke detectors and carbon monoxide detectors of the local and state jurisdictional guidelines that are applicable. The intended use for this appraisal is for lending purposes by the lender of record. No other intended users are identified for this report.

Notes: The local market is not urban. The comparable sales and active listings used to establish the Neighborhood Characteristics and One-Unit Housing Trends are based on the subject immediate neighborhood or area. The neighborhood One-Unit Housing Price and Age ranges section and for the 1004MC are based on an expanded criteria to establish the market as a whole which may differ from the Neighborhood Characteristics and One-Unit Housing Trends for the subject immediate neighborhood or area. For the 1004MC and One-Unit Housing Price and Age ranges properties that exhibited too large of a variance from the subject in gla, appeal, site values, age and quality were excluded when necessary to show the market conditions for homes similar to the subject. Housing Trend changes in the past twelve months are as reported and are not reflective of year over year trends or minor variances.

Notes: The subject estimate of value is below the predominant value of the subject local market but is within the value range and no negative market reaction was evident.

COST APPROACH

COST APPROACH TO VALUE (not required by Fannie Mae)

Provide adequate information for the lender/client to replicate the below cost figures and calculations.

Support for the opinion of site value (summary of comparable land sales or other methods for estimating site value) The site value used is reflective of other land and lot sales in the subject properties local and surrounding markets. Data is gathered through MLS, builders and land transfers.

ESTIMATED ☐ REPRODUCTION OR ☒ REPLACEMENT COST NEW	OPINION OF SITE VALUE			=$	35,000
Source of cost data Local Build./etc.	DWELLING	2,970 Sq.Ft. @ $	75.50	=$	224,235
Quality rating from cost service Average Effective date of cost data 2014		0 Sq.Ft. @ $		=$	
Comments on Cost Approach (gross living area calculations, depreciation, etc.)	De./Po./Ap./Etc.			=$	3,000
The Gross Living Area calculations are based on either physical	Garage/Carport	400 Sq.Ft. @ $	10.50	=$	4,200
measurement of the home or plans provided. Depreciation is calculated	Total Estimate of Cost-New			=$	231,435
based on a total life of 60 years and the effective age being applied to	Less Physical	Functional	External		
reach a percentage of depreciation.	Depreciation 100,281			=$(	100,281)
	Depreciated Cost of Improvements			=$	131,154
	"As-is" Value of Site Improvements			=$	3,000
Estimated Remaining Economic Life (HUD and VA only) 34 Years	INDICATED VALUE BY COST APPROACH			=$	169,154

INCOME

INCOME APPROACH TO VALUE (not required by Fannie Mae)

Estimated Monthly Market Rent $ X Gross Rent Multiplier = $ Indicated Value by Income Approach

Summary of Income Approach (including support for market rent and GRM)

PUD INFORMATION

PROJECT INFORMATION FOR PUDs (if applicable)

Is the developer/builder in control of the Homeowners' Association (HOA)? ☐ Yes ☒ No Unit type(s) ☒ Detached ☐ Attached

Provide the following information for PUDs ONLY if the developer/builder is in control of the HOA and the subject property is an attached dwelling unit.

Legal Name of Project Country Club Estates

Total number of phases | Total number of units | Total number of units sold

Total number of units rented | Total number of units for sale | Data source(s)

Was the project created by the conversion of existing building(s) into a PUD? ☐ Yes ☐ No If Yes, date of conversion.

Does the project contain any multi-dwelling units? ☐ Yes ☐ No Data Source

Are the units, common elements, and recreation facilities complete? ☐ Yes ☐ No If No, describe the status of completion.

Are the common elements leased to or by the Homeowners' Association? ☐ Yes ☐ No If Yes, describe the rental terms and options.

Describe common elements and recreational facilities.

Uniform Residential Appraisal Report

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This report form is designed to report an appraisal of a one-unit property or a one-unit property with an accessory unit; including a unit in a planned unit development (PUD). This report form is not designed to report an appraisal of a manufactured home or a unit in a condominium or cooperative project.

This appraisal report is subject to the following scope of work, intended use, intended user, definition of market value, statement of assumptions and limiting conditions, and certifications. Modifications, additions, or deletions to the intended use, intended user, definition of market value, or assumptions and limiting conditions are not permitted. The appraiser may expand the scope of work to include any additional research or analysis necessary based on the complexity of this appraisal assignment. Modifications or deletions to the certifications are also not permitted. However, additional certifications that do not constitute material alterations to this appraisal report, such as those required by law or those related to the appraiser's continuing education or membership in an appraisal organization, are permitted.

SCOPE OF WORK: The scope of work for this appraisal is defined by the complexity of this appraisal assignment and the reporting requirements of this appraisal report form, including the following definition of market value, statement of assumptions and limiting conditions, and certifications. The appraiser must, at a minimum: (1) perform a complete visual inspection of the interior and exterior areas of the subject property, (2) inspect the neighborhood, (3) inspect each of the comparable sales from at least the street, (4) research, verify, and analyze data from reliable public and/or private sources, and (5) report his or her analysis, opinions, and conclusions in this appraisal report.

INTENDED USE: The intended use of this appraisal report is for the lender/client to evaluate the property that is the subject of this appraisal for a mortgage finance transaction.

INTENDED USER: The intended user of this appraisal report is the lender/client.

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 or she considers his or her 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 concession 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 ASSUMPTIONS AND LIMITING CONDITIONS: The appraiser's certification in this report is subject to the following assumptions and limiting 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, except for information that he or she became aware of during the research involved in performing this appraisal. The appraiser assumes that the title is good and marketable and will not render any opinions about the title.

2. The appraiser has provided a sketch in this appraisal report to show the approximate dimensions of the improvements. The sketch is included only to assist the reader 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 this appraisal report whether any portion of 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, or as otherwise required by law.

5. The appraiser has noted in this appraisal report any adverse conditions (such as needed repairs, deterioration, 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 research involved in performing the appraisal. Unless otherwise stated in this appraisal report, the appraiser has no knowledge of any hidden or unapparent physical deficiencies or adverse conditions of the property (such as, but not limited to, needed repairs, deterioration, the presence of hazardous wastes, toxic substances, adverse environmental conditions, etc.) that would make the property less valuable, and has assumed that there are no such conditions and makes no guarantees or warranties, express or implied. 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, this appraisal report must not be considered as an environmental assessment of the property.

6. 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 the completion, repairs, or alterations of the subject property will be performed in a professional manner.

Uniform Residential Appraisal Report

BLB15022613
File # 461-6145927

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

1. I have, at a minimum, developed and reported this appraisal in accordance with the scope of work requirements stated in this appraisal report.

2. I performed a complete visual inspection of the interior and exterior areas of the subject property. I reported the condition of the improvements in factual, specific terms. I identified and reported the physical deficiencies that could affect the livability, soundness, or structural integrity of the property.

3. I performed this appraisal in accordance with the requirements of 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 at the time this appraisal report was prepared.

4. I developed my opinion of the market value of the real property that is the subject of this report based on the sales comparison approach to value. I have adequate comparable market data to develop a reliable sales comparison approach for this appraisal assignment. I further certify that I considered the cost and income approaches to value but did not develop them, unless otherwise indicated in this report.

5. I researched, verified, analyzed, and reported on any current agreement for sale for the subject property, any offering for sale of the subject property in the twelve months prior to the effective date of this appraisal, and the prior sales of the subject property for a minimum of three years prior to the effective date of this appraisal, unless otherwise indicated in this report.

6. I researched, verified, analyzed, and reported on the prior sales of the comparable sales for a minimum of one year prior to the date of sale of the comparable sale, unless otherwise indicated in this report.

7. I selected and used comparable sales that are locationally, physically, and functionally the most similar to the subject property.

8. I have not used comparable sales that were the result of combining a land sale with the contract purchase price of a home that has been built or will be built on the land.

9. I have reported adjustments to the comparable sales that reflect the market's reaction to the differences between the subject property and the comparable sales.

10. I verified, from a disinterested source, all information in this report that was provided by parties who have a financial interest in the sale or financing of the subject property.

11. I have knowledge and experience in appraising this type of property in this market area.

12. I am aware of, and have access to, the necessary and appropriate public and private data sources, such as multiple listing services, tax assessment records, public land records and other such data sources for the area in which the property is located.

13. I obtained the information, estimates, and opinions furnished by other parties and expressed in this appraisal report from reliable sources that I believe to be true and correct.

14. I have taken into consideration the factors that have an impact on value with respect to the subject neighborhood, subject property, and the proximity of the subject property to adverse influences in the development of my opinion of market value. I have noted in this appraisal report any adverse conditions (such as, but not limited to, needed repairs, deterioration, the presence of hazardous wastes, toxic substances, adverse environmental conditions, etc.) observed during the inspection of the subject property or that I became aware of during the research involved in performing this appraisal. I have considered these adverse conditions in my analysis of the property value, and have reported on the effect of the conditions on the value and marketability of the subject property.

15. I have not knowingly withheld any significant information from this appraisal report and, to the best of my knowledge, all statements and information in this appraisal report are true and correct.

16. I stated in this appraisal report my own personal, unbiased, and professional analysis, opinions, and conclusions, which are subject only to the assumptions and limiting conditions in this appraisal report.

17. I have no present or prospective interest in the property that is the subject of 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 opinion of market value in this appraisal report on the race, color, religion, sex, age, marital status, 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 or on any other basis prohibited by law.

18. My employment and/or compensation for performing this appraisal or any future or anticipated appraisals was not conditioned on any agreement or understanding, written or otherwise, that I would report (or present analysis supporting) a predetermined specific value, a predetermined minimum value, a range or direction in value, a value that favors the cause of any party, or the attainment of a specific result or occurrence of a specific subsequent event (such as approval of a pending mortgage loan application).

19. I personally prepared all conclusions and opinions about the real estate that were set forth in this appraisal report. If I relied on significant real property appraisal assistance from any individual or individuals in the performance of this appraisal or the preparation of this appraisal report, I have named such individual(s) and disclosed the specific tasks performed in 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 this appraisal report; therefore, any change made to this appraisal is unauthorized and I will take no responsibility for it.

20. I identified the lender/client in this appraisal report who is the individual, organization, or agent for the organization that ordered and will receive this appraisal report.

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21. The lender/client may disclose or distribute this appraisal report to: the borrower; another lender at the request of the borrower; the mortgagee or its successors and assigns; mortgage insurers; government sponsored enterprises; other secondary market participants; data collection or reporting services; professional appraisal organizations; any department, agency, or instrumentality of the United States; and any state, the District of Columbia, or other jurisdictions; without having to obtain the appraiser's or supervisory appraiser's (if applicable) consent. Such consent must be obtained before this appraisal report may be disclosed or distributed to any other party (including, but not limited to, the public through advertising, public relations, news, sales, or other media).

22. I am aware that any disclosure or distribution of this appraisal report by me or the lender/client may be subject to certain laws and regulations. Further, I am also subject to the provisions of the Uniform Standards of Professional Appraisal Practice that pertain to disclosure or distribution by me.

23. The borrower, another lender at the request of the borrower, the mortgagee or its successors and assigns, mortgage insurers, government sponsored enterprises, and other secondary market participants may rely on this appraisal report as part of any mortgage finance transaction that involves any one or more of these parties.

24. If this appraisal report was transmitted as an "electronic record" containing my "electronic signature," as those terms are defined in applicable federal and/or state laws (excluding audio and video recordings), or a facsimile transmission of this appraisal report containing a copy or representation of my signature, the appraisal report shall be as effective, enforceable and valid as if a paper version of this appraisal report were delivered containing my original hand written signature.

25. Any intentional or negligent misrepresentation(s) contained in this appraisal report may result in civil liability and/or criminal penalties including, but not limited to, fine or imprisonment or both under the provisions of Title 18, United States Code, Section 1001, et seq., or similar state laws.

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

1. I directly supervised the appraiser for this appraisal assignment, have read the appraisal report, and agree with the appraiser's analysis, opinions, statements, conclusions, and the appraiser's certification.

2. I accept full responsibility for the contents of this appraisal report including, but not limited to, the appraiser's analysis, opinions, statements, conclusions, and the appraiser's certification.

3. The appraiser identified in this appraisal report is either a sub-contractor or an employee of the supervisory appraiser (or the appraisal firm), is qualified to perform this appraisal, and is acceptable to perform this appraisal under the applicable state law.

4. This appraisal report complies 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 at the time this appraisal report was prepared.

5. If this appraisal report was transmitted as an "electronic record" containing my "electronic signature," as those terms are defined in applicable federal and/or state laws (excluding audio and video recordings), or a facsimile transmission of this appraisal report containing a copy or representation of my signature, the appraisal report shall be as effective, enforceable and valid as if a paper version of this appraisal report were delivered containing my original hand written signature.

APPRAISER

Signature _____
Name Brian Blue
Company Name Appraisal Innovations LLC
Company Address PO Box 11114
Rock Hill, SC 29731
Telephone Number (803) 417-5998
Email Address blueb@comporium.net
Date of Signature and Report 03/05/2015
Effective Date of Appraisal 02/27/2015
State Certification # CR 5336
or State License # _____
or Other (describe) _____ State # _____
State SC
Expiration Date of Certification or License 06/30/2016

ADDRESS OF PROPERTY APPRAISED
255 Rolling Ridge Rd
Rock Hill, SC 29730
APPRAISED VALUE OF SUBJECT PROPERTY $ 166,000

LENDER/CLIENT
Name Summit Funding, Inc.
Company Name Summit Funding, Inc.
Company Address 2241 Harvard St. #200, Sacramento, CA 95815
Email Address _____

SUPERVISORY APPRAISER (ONLY IF REQUIRED)

Signature _____
Name _____
Company Name _____
Company Address _____
Telephone Number _____
Email Address _____
Date of Signature _____
State Certification # _____
or State License # _____
State _____
Expiration Date of Certification or License _____

SUBJECT PROPERTY

☐ Did not inspect subject property
☐ Did inspect exterior of subject property from street
Date of Inspection _____
☐ Did inspect interior and exterior of subject property
Date of Inspection _____

COMPARABLE SALES

☐ Did not inspect exterior of comparable sales from street
☐ Did inspect exterior of comparable sales from street
Date of Inspection _____

Additional Listings

BLB15022613
File # 461-6145927

FEATURE	SUBJECT	LISTING # 1	LISTING # 2	LISTING # 3
Address	255 Rolling Ridge Rd Rock Hill, SC 29730	756 Sumter Ave Rock Hill, SC 29730		
Proximity to Subject		3.66 miles N		
List Price	$	$ 210,000	$	$
List Price/Gross Liv. Area	$ sq.ft.	$ 85.57 sq.ft.	$ sq.ft.	$ sq.ft.
Last Price Revision Date				
Data Source(s)		pb.rc./cmls/gis/MLS 134		
Verification Source(s)		Paragon/CMLS/MLS # 3038044		
VALUE ADJUSTMENTS	DESCRIPTION	DESCRIPTION +(-) $ Adjust.	DESCRIPTION +(-) $ Adjust.	DESCRIPTION +(-) $ Adjust.
Sales or Financing Concessions		n/a		
Days on Market		Active		
Location	N;Res;	N;Res;		
Leasehold/Fee Simple	Fee Simple	Fee Simple		
Site	1.00 ac	.42 ac		
View	N;Res;Glfvw	N;Res		
Design (Style)	DT2;traditional	DT;traditional		
Quality of Construction	Q4	Q4		
Actual Age	26	73		
Condition	C4	C3 -15,000		
Above Grade Room Count	Total 9 / Bdrms. 4 / Baths 2.1	Total 8 / Bdrms. 4 / Baths 2.1	Total / Bdrms. / Baths	Total / Bdrms. / Baths
Gross Living Area	2,970 sq.ft.	2,454 sq.ft. +15,480	sq.ft.	sq.ft.
Basement & Finished Rooms Below Grade	0sf	0sf		
Functional Utility	Conforms	Conforms		
Heating/Cooling	FWA/CAC	FWA/CAC		
Energy Efficient Items	None Noted	None Noted		
Garage/Carport	2cp2dw	2gd -3,000		
Porch/Patio/Deck	porch/deck	por./pat.		
Net Adjustment (Total)		☐ + ☒ - $ -2,520	☐ + ☐ - $	☐ + ☐ - $
Adjusted List Price of Comparables		Net 1.2 % Gross 15.9 % $ 207,480	Net % Gross % $	Net % Gross % $

Report the results of the research and analysis of the prior sale or transfer history of the subject property and comparable sales (report additional prior sales on page 3).

ITEM	SUBJECT	LISTING # 1	LISTING # 2	LISTING # 3
Date of Prior Sale/Transfer				
Price of Prior Sale/Transfer				
Data Source(s)	County GIS/Realist	County GIS/Realist		
Effective Date of Data Source(s)	02/27/2015	02/27/2015		

Comments: No list to sale adjustment could be established due to the wide range and with some selling with none.

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Additional Supporting Appraiser Comments

File No. 461-6145927

Borrower/Client	Karen K Baber				
Property Address	255 Rolling Ridge Rd				
City	Rock Hill	County York	State SC	Zip Code 29730	
Lender	Summit Funding, Inc.				

INTENDED USERS:
The Intended User of this appraisal report is the Lender/Client. The Intended Use is to evaluate the property that is the subject of this appraisal for a mortgage finance transaction, subject to the stated Scope of Work, purpose of the appraisal, reporting requirements of this appraisal report form, and Definition of Market Value. No additional Intended Users are identified by the appraiser. The stated Scope of Work as identified in the report is only deviated when unavoidable.

DIGITAL SIGNATURE:
The signature(s) affixed to this report and certification, were applied by the appraiser(s) and/or supervisory appraiser and represent their acknowledgements of the facts, opinions and conclusions made in the report. Signature(s) were applied electronically by the appraiser(s) using an encrypted password. These signatures have more safeguards and carry the same validity as a written signature.

DEFINITION OF INSPECTION:
The term "inspection", as used in this report is for appraisal purposes to establish an estimate of value and is not the same level of inspection that is required for a "professional home inspection". If the client needs a more detailed inspection of the property, a home inspection by a professional home inspector is suggested.

This is a summary appraisal report which is intended to comply with the requirements set forth under standards rule 2-2 (B) in the uniform standards of professional appraisal practice for discussions of the data, reasoning, and analysis that were used in the appraisal process to develop the appraisers opinion within the report concerning the data, reasoning, and analysis is retained in the appraisers file where appropriate. Subject property data was based upon an interior and exterior inspection of the subject property. Additional data on the subject property and comparables was compiled from public records, assessor data and multiple listing information, where reasonably available in a timely manner.

COMMENTS ON SALES COMPARISON:
The comparable sales utilized in this report are considered to be the best indicators of value from the subject's market area. All adjustments have been developed from the current market data applicable for the Subject's location and value range. Primary emphasis was placed on the most relevant comparables in the opinion of the appraiser with respect to gross/net adjustments, time, distance, and overall similarity of the comparable sales.

Preferred time and distance guidelines may have been exceeded due to a lack of truly comparable sales in the subject's area. This problem typically stems from a lack of turnover in the subject's immediate area and the need to travel farther away from the subject or back in time to include older sales in order to find sales that exhibit a similar market reaction to the subject. In order to develop a more credible report these parameters can be expanded. This includes the preference for a number of sales closed within 90 days of the effective date of the report. Comparables meeting this description may possibly not be found at the time of the report however this does not have any measurable impact on the credibility of the results.

The Sold Date "s" as reported in the grid may in fact differ from the date reported in the public records, sometimes by more than a few days. This is typically due to the difference in the date of actual closing, where the buyer closes the loan and takes possession of the property. The date reported in the public records-tax records-is typically the date the deed was recorded. In NC and SC a recorded deed is not necessary for a transfer of real property, the deed is the only required written document for a legal transfer and recording is not required to be legal even though it is typically required by the lender to protect their interests as well as the interests of the new owner, this recorded document is not required to have a valid transfer of the property rights nor is the date of recordation a conclusive indication of the date of closing. It is assumed that the date indicated in the MLS is the more accurate than the recorded date in the public records.

Adjustments made for bedroom, bath count, minor features like decks, porches, exterior finish, pools, etc. have been made based on the appraiser's experience and are nominal adjustments. In some cases strait line adjustments are unavoidable due to lack of comparables exhibiting similar amenities and when this is the case a minimal adjustment is applied however no negative market reaction is evident.

Adjustments may exceed preferred guidelines due to a lack of more similar comparable sales in the subject marketing area. Adjustments made are appropriate and accurately account for the differences in the properties. Due to this lack of better data and when unavoidable some comparables may exceed the preferred guideline of 25% Gross adjustments, 15% Net adjustments or 10% Line adjustments however no negative market reaction is evident.

When no adjustment was made for the difference in year built based on the low correlation coefficient indicating that there is not a significant linear relationship between this feature and the sale price. This means properties with significantly older age that might otherwise be assumed to have a lower sales price without benefit of analyzing the data do not in fact sell for less than newer homes in the subject area or when effective age is similar and when there is no sales data to prove this assertion. When a market reaction is evident an adjustment was made.

"Sold Date" for Active Listings is the list date and not a selling date.

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Additional Supporting Appraiser Comments

File No. 461-6145927

Borrower/Client	Karen K Baber				
Property Address	255 Rolling Ridge Rd				
City	Rock Hill	County York	State SC	Zip Code 29730	
Lender	Summit Funding, Inc.				

PER 2014 USPAP UPDATES REQUIRED COMMENTARY:
The stated Scope of Work in the body of this report applies in addition to the following as per USPAP requirments unless specified in the body of this report.
This report is prepared under Standards Rule , 2-2(a) pursuant to the Scope of Work, as disclosed elsewhere in this report.)
Only where identified this report is prepared under Standards Rule , 2-2(b) pursuant to the Scope of Work, as disclosed elsewhere in this report, restricted to the stated intended use by the specified client or intended user.)

Comments on Standards Rule 2-3
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.
— Unless otherwise indicated, 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.
— Unless otherwise indicated, I have performed no services, as an appraiser or in any other capacity, regarding the property that is the subject of this report within the three-year
period immediately preceding acceptance of this assignment.
— I have no bias with respect to the property that is the subject of this report or 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 that were
in effect at the time this report was prepared.
— Unless otherwise indicated, I have made a personal inspection of the property that is the subject of this report.
— Unless otherwise indicated, no one provided significant real property appraisal assistance to the person(s) signing this certification (if there are exceptions, the name of each
individual providing significant real property appraisal assistance is stated elsewhere in this report).
— This report has been prepared in accordance with Title XI of FIRREA as amended, and any implementing regulations.

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File No. 461-6145927

UNIFORM APPRAISAL DATASET (UAD) DEFINITIONS ADDENDUM

(Source: Fannie Mae UAD Appendix D: UAD Field-Specific Standardization Requirements)

Condition Ratings and Definitions

C1

The improvements have been very recently constructed and have not previously been occupied. The entire structure and all components are new and the dwelling features no physical depreciation.*

**Note: Newly constructed improvements that feature recycled materials and/or components can be considered new dwellings provided that the dwelling is placed on a 100% new foundation and the recycled materials and the recycled components have been rehabilitated/re-manufactured into like-new condition. Recently constructed improvements that have not been previously occupied are not considered "new" if they have any significant physical depreciation (i.e., newly constructed dwellings that have been vacant for an extended period of time without adequate maintenance or upkeep).*

C2

The improvements feature no deferred maintenance, little or no physical depreciation, and require no repairs. Virtually all building components are new or have been recently repaired, refinished, or rehabilitated. All outdated components and finishes have been updated and/or replaced with components that meet current standards. Dwellings in this category either are almost new or have been recently completely renovated and are similar in condition to new construction.

C3

The improvements are well maintained and feature limited physical depreciation due to normal wear and tear. Some components, but not every major building component, may be updated or recently rehabilitated. The structure has been well maintained.

C4

The improvements feature some minor deferred maintenance and physical deterioration due to normal wear and tear. The dwelling has been adequately maintained and requires only minimal repairs to building components/mechanical systems and cosmetic repairs. All major building components have been adequately maintained and are functionally adequate.

C5

The improvements feature obvious deferred maintenance and are in need of some significant repairs. Some building components need repairs, rehabilitation, or updating. The functional utility and overall livability is somewhat diminished due to condition, but the dwelling remains useable and functional as a residence.

C6

The improvements have substantial damage or deferred maintenance with deficiencies or defects that are severe enough to affect the safety, soundness, or structural integrity of the improvements. The improvements are in need of substantial repairs and rehabilitation, including many or most major components.

Quality Ratings and Definitions

Q1

Dwellings with this quality rating are usually unique structures that are individually designed by an architect for a specified user. Such residences typically are constructed from detailed architectural plans and specifications and feature an exceptionally high level of workmanship and exceptionally high-grade materials throughout the interior and exterior of the structure. The design features exceptionally high-quality exterior refinements and ornamentation, and exceptionally high-quality interior refinements. The workmanship, materials, and finishes throughout the dwelling are of exceptionally high quality.

Q2

Dwellings with this quality rating are often custom designed for construction on an individual property owner's site. However, dwellings in this quality grade are also found in high-quality tract developments featuring residence constructed from individual plans or from highly modified or upgraded plans. The design features detailed, high quality exterior ornamentation, high-quality interior refinements, and detail. The workmanship, materials, and finishes throughout the dwelling are generally of high or very high quality.

Q3

Dwellings with this quality rating are residences of higher quality built from individual or readily available designer plans in above-standard residential tract developments or on an individual property owner's site. The design includes significant exterior ornamentation and interiors that are well finished. The workmanship exceeds acceptable standards and many materials and finishes throughout the dwelling have been upgraded from "stock" standards.

Q4

Dwellings with this quality rating meet or exceed the requirements of applicable building codes. Standard or modified standard building plans are utilized and the design includes adequate fenestration and some exterior ornamentation and interior refinements. Materials, workmanship, finish, and equipment are of stock or builder grade and may feature some upgrades.

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UNIFORM APPRAISAL DATASET (UAD) DEFINITIONS ADDENDUM

(Source: Fannie Mae UAD Appendix D: UAD Field-Specific Standardization Requirements)

Quality Ratings and Definitions (continued)

Q5

Dwellings with this quality rating feature economy of construction and basic functionality as main considerations. Such dwellings feature a plain design using readily available or basic floor plans featuring minimal fenestration and basic finishes with minimal exterior ornamentation and limited interior detail. These dwellings meet minimum building codes and are constructed with inexpensive, stock materials with limited refinements and upgrades.

Q6

Dwellings with this quality rating are of basic quality and lower cost; some may not be suitable for year-round occupancy. Such dwellings are often built with simple plans or without plans, often utilizing the lowest quality building materials. Such dwellings are often built or expanded by persons who are professionally unskilled or possess only minimal construction skills. Electrical, plumbing, and other mechanical systems and equipment may be minimal or non-existent. Older dwellings may feature one or more substandard or non-conforming additions to the original structure.

Definitions of Not Updated, Updated, and Remodeled

Not Updated

Little or no updating or modernization. This description includes, but is not limited to, new homes.

Residential properties of fifteen years of age or less often reflect an original condition with no updating, if no major components have been replaced or updated. Those over fifteen years of age are also considered not updated if the appliances, fixtures, and finishes are predominantly dated. An area that is 'Not Updated' may still be well maintained and fully functional, and this rating does not necessarily imply deferred maintenance or physical/functional deterioration.

Updated

The area of the home has been modified to meet current market expectations. These modifications are limited in terms of both scope and cost.

An updated area of the home should have an improved look and feel, or functional utility. Changes that constitute updates include refurbishment and/or replacing components to meet existing market expectations. Updates do not include significant alterations to the existing structure.

Remodeled

Significant finish and/or structural changes have been made that increase utility and appeal through complete replacement and/or expansion.

A remodeled area reflects fundamental changes that include multiple alterations. These alterations may include some or all of the following: replacement of a major component (cabinet(s), bathtub, or bathroom tile), relocation of plumbing/gas fixtures/appliances, significant structural alterations (relocating walls, and/or the addition of square footage). This would include a complete gutting and rebuild.

Explanation of Bathroom Count

Three-quarter baths are counted as a full bath in all cases. Quarter baths (baths that feature only a toilet) are not included in the bathroom count. The number of full and half baths is reported by separating the two values using a period, where the full bath count is represented to the left of the period and the half bath count is represented to the right of the period.

Example:
3.2 indicates three full baths and two half baths.

Market Conditions Addendum to the Appraisal Report

BLB15022613
File No. 461-6145927

The purpose of this addendum is to provide the lender/client with a clear and accurate understanding of the market trends and conditions prevalent in the subject neighborhood. This is a required addendum for all appraisal reports with an effective date on or after April 1, 2009.

Property Address 255 Rolling Ridge Rd City Rock Hill State SC ZIP Code 29730

Borrower Karen K Baber

Instructions: The appraiser must use the information required on this form as the basis for his/her conclusions, and must provide support for those conclusions, regarding housing trends and overall market conditions as reported in the Neighborhood section of the appraisal report form. The appraiser must fill in all the information to the extent it is available and reliable and must provide analysis as indicated below. If any required data is unavailable or is considered unreliable, the appraiser must provide an explanation. It is recognized that not all data sources will be able to provide data for the shaded areas below; if it is available, however, the appraiser must include the data in the analysis. If data sources provide the required information as an average instead of the median, the appraiser should report the available figure and identify it as an average. Sales and listings must be properties that compete with the subject property, determined by applying the criteria that would be used by a prospective buyer of the subject property. The appraiser must explain any anomalies in the data, such as seasonal markets, new construction, foreclosures, etc.

MARKET RESEARCH & ANALYSIS

Inventory Analysis	Prior 7–12 Months	Prior 4–6 Months	Current – 3 Months	Overall Trend
Total # of Comparable Sales (Settled)	5	7	4	☐ Increasing ☒ Stable ☐ Declining
Absorption Rate (Total Sales/Months)	0.83	2.33	1.33	☐ Increasing ☒ Stable ☐ Declining
Total # of Comparable Active Listings	7	8	7	☐ Declining ☒ Stable ☐ Increasing
Months of Housing Supply (Total Listings/Ab.Rate)	8.4	3.4	5.3	☐ Declining ☒ Stable ☐ Increasing

Median Sale & List Price, DOM, Sale/List %	Prior 7–12 Months	Prior 4–6 Months	Current – 3 Months	Overall Trend
Median Comparable Sale Price	216	225	218	☐ Increasing ☒ Stable ☐ Declining
Median Comparable Sales Days on Market	120	98	110	☐ Declining ☒ Stable ☐ Increasing
Median Comparable List Price	220	235	222	☐ Increasing ☒ Stable ☐ Declining
Median Comparable Listings Days on Market	130	140	130	☐ Declining ☒ Stable ☐ Increasing
Median Sale Price as % of List Price	95 to 100	95 to 100	95 to 100	☐ Increasing ☒ Stable ☐ Declining
Seller-(developer, builder, etc.)paid financial assistance prevalent? ☒ Yes ☐ No				☐ Declining ☒ Stable ☐ Increasing

Explain in detail the seller concessions trends for the past 12 months (e.g., seller contributions increased from 3% to 5%, increasing use of buydowns, closing costs, condo fees, options, etc.). In the market seller concessions are often found to be considered typical and have remained stable. Concessions are present throughout the total marketing time above. When no clear market reaction is evident no adjustment is applied however when excessive concessions are found, or when concessions are found not to be typical in the subject immediate market an adjustment will be required.

Are foreclosure sales (REO sales) a factor in the market? ☐ Yes ☒ No If yes, explain (including the trends in listings and sales of foreclosed properties).
It is the opinion of the appraiser that all foreclosure sales are a factor in any and all markets however arms length transactions are still prevalent in the subject area. Foreclosure activity has risen over the past twelve months with common market reactions that are present in all markets however foreclosure activity in the subject local market area is below the national averages with investor activity increasing in the area as a result. The level of foreclosures in the subject market area appears to have stabilized.

Cite data sources for above information. MLS/Public Records.

Summarize the above information as support for your conclusions in the Neighborhood section of the appraisal report form. If you used any additional information, such as an analysis of pending sales and/or expired and withdrawn listings, to formulate your conclusions, provide both an explanation and support for your conclusions.
The subject property exhibits too small of a market share to conclude the market reaction that this analysis is designed to define. The parameters were unavoidably expanded to include a wider sales, distance and listing range (including sales outside of the subject immediate neighborhood) to show the market reaction to the subject area as a whole, with the subject being in an area of a wide range of style, size, age and quality of homes. It is the opinion of the appraiser that the local market definition is broader than the few transfers found that were considered comparable to the subject property. The overall conclusion is that the subject local market area appears to be stable as a whole with no detrimental down turn in market activity, price or transfers. Fewer transfers have occurred in the past 12 months than in prior years, however appear to have stabilized at the current rates. The median sales price to list price varies based on the size, quality and style of home being appraised. The adjustment applied for list to price is reflective of the comparable sales identified in the body of the 1004MC and the body of the appraisal.

CONDO/CO-OP PROJECTS

If the subject is a unit in a condominium or cooperative project, complete the following: Project Name:

Subject Project Data	Prior 7–12 Months	Prior 4–6 Months	Current – 3 Months	Overall Trend
Total # of Comparable Sales (Settled)				☐ Increasing ☐ Stable ☐ Declining
Absorption Rate (Total Sales/Months)				☐ Increasing ☐ Stable ☐ Declining
Total # of Active Comparable Listings				☐ Declining ☐ Stable ☐ Increasing
Months of Unit Supply (Total Listings/Ab.Rate)				☐ Declining ☐ Stable ☐ Increasing

Are foreclosure sales (REO sales) a factor in the project? ☐ Yes ☐ No If yes, indicate the number of REO listings and explain the trends in listings and sales of foreclosed properties.

Summarize the above trends and address the impact on the subject unit and project.

APPRAISER

Signature	Signature
Appraiser Name Brian Blue	Supervisory Appraiser Name
Company Name Appraisal Innovations LLC	Company Name
Company Address PO Box 11614, Rock Hill, SC 29731	Company Address
State License/Certification # CR 5336 State SC	State License/Certification # State
Email Address blueb@comporium.net	Email Address

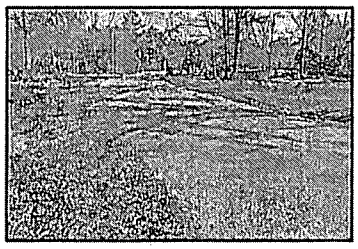
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Subject Photos

Borrower/Client	Karen K Baber			
Property Address	255 Rolling Ridge Rd			
City	Rock Hill	County York	State SC	Zip Code 29730
Lender	Summit Funding, Inc.			



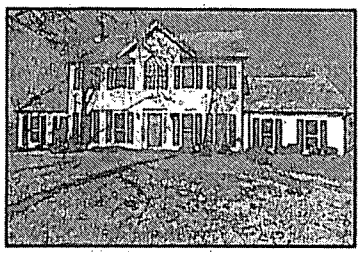
Subject Street



Subject Street



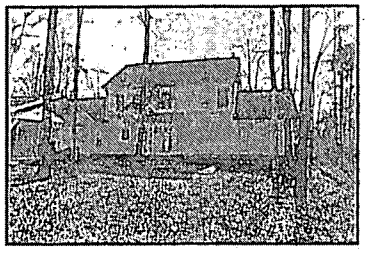
Subject Front / Side



Subject Front



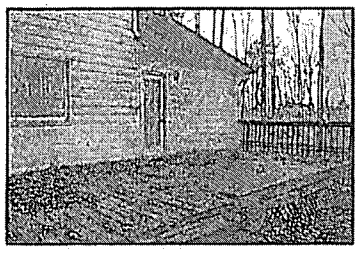
Subject Side / Front



Subject Rear



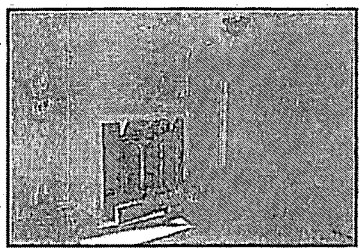
Subject Carport



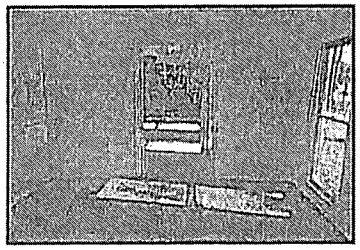
Subject Wood Deck



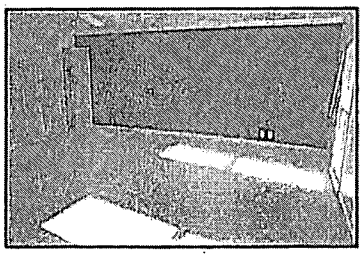
Subject Golf Course View



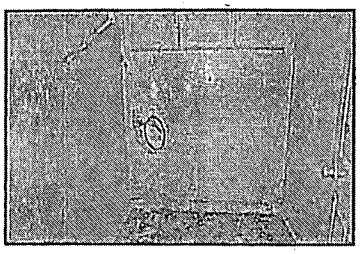
Subject Living



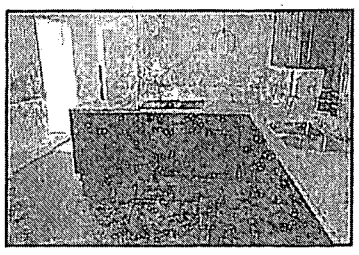
Subject Dining



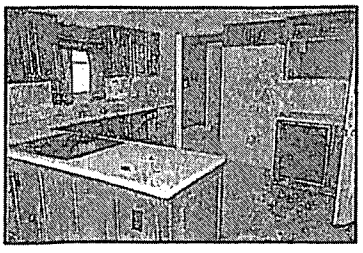
Subject Family



Subject Laundry



Subject Kitchen

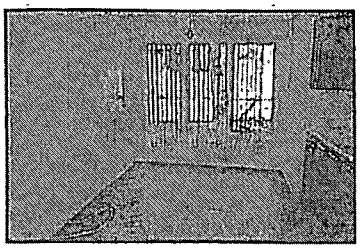


Subject Kitchen

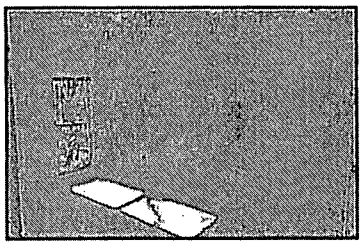
ELECTRONICALLY FILED - 2019 Mar 05 3:01 PM - YORK - COMMON PLEAS - CASE#2018CP4601592

Subject Photos

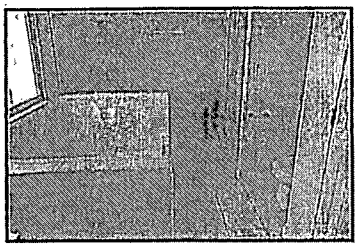
Borrower/Client	Karen K Baber				
Property Address	255 Rolling Ridge Rd				
City	Rock Hill	County	York	State SC	Zip Code 29730
Lender	Summit Funding, Inc.				



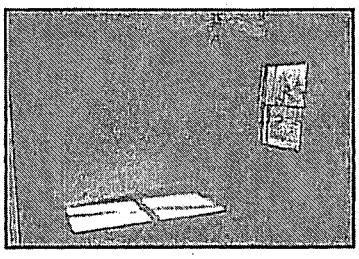
Subject Breakfast



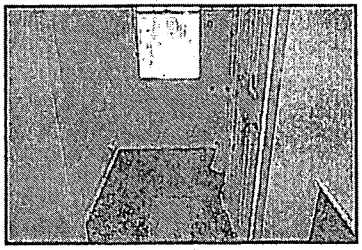
Subject Bedroom



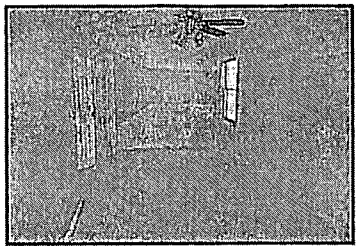
Subject Full Bath



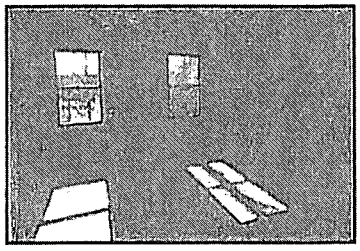
Subject Bedroom



Subject Full Bath



Subject Bedroom

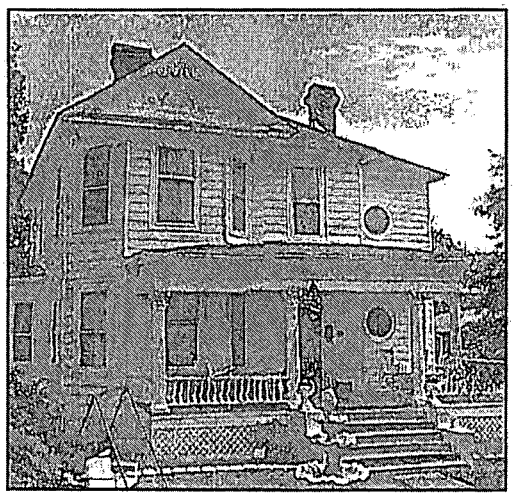


Subject Bedroom

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Comparable Photo Page

Borrower/Client	Karen K Baber				
Property Address	255 Rolling Ridge Rd				
City	Rock Hill	County York	State SC	Zip Code 29730	
Lender	Summit Funding, Inc.				



Comparable 1

363 E Main St

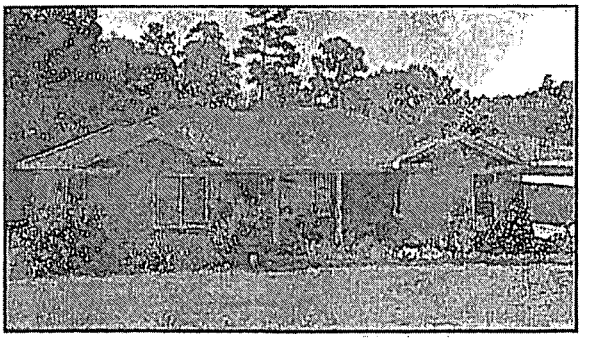
Prox. to Subject	2.52 miles N
Sales Price	176,750
Gross Living Area	2,635
Total Rooms	8
Total Bedrooms	4
Total Bathrooms	2.0
Location	N;Res;
View	N;Res;
Site	10,454 sf
Quality	Q4
Age	108



Comparable 2

369 Red Fox Trl

Prox. to Subject	0.65 miles SW
Sales Price	205,000
Gross Living Area	2,459
Total Rooms	8
Total Bedrooms	4
Total Bathrooms	2.1
Location	N;Res;
View	N;Res;neighborhood pond
Site	37,026 sf
Quality	Q4
Age	60



Comparable 3

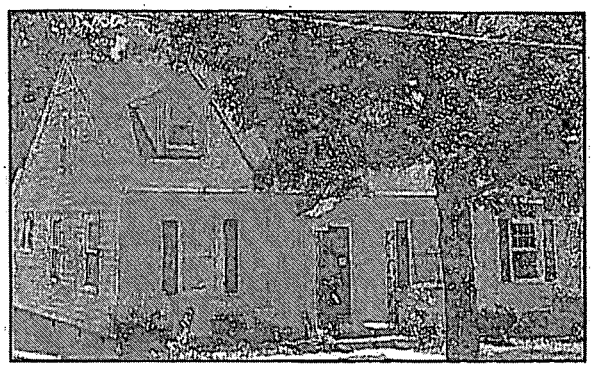
271 Country Club Dr

Prox. to Subject	0.30 miles W
Sales Price	156,400
Gross Living Area	2,400
Total Rooms	8
Total Bedrooms	3
Total Bathrooms	3.0
Location	N;Res;
View	N;Res;
Site	36,155 sf
Quality	Q4
Age	56

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Listing Photo Page

Borrower/Client	Karen K Baber				
Property Address	255 Rolling Ridge Rd				
City	Rock Hill	County York	State SC	Zip Code 29730	
Lender	Summit Funding, Inc.				



Listing 1

756 Sumter Ave	
Proximity to Subject	3.66 miles N
List Price	210,000
Days on Market	Active
Gross Living Area	2,454
Total Rooms	8
Total Bedrooms	4
Total Bathrooms	2.1
Age	73

Listing 2

Proximity to Subject	
List Price	
Days on Market	
Gross Living Area	
Total Rooms	
Total Bedrooms	
Total Bathrooms	
Age	

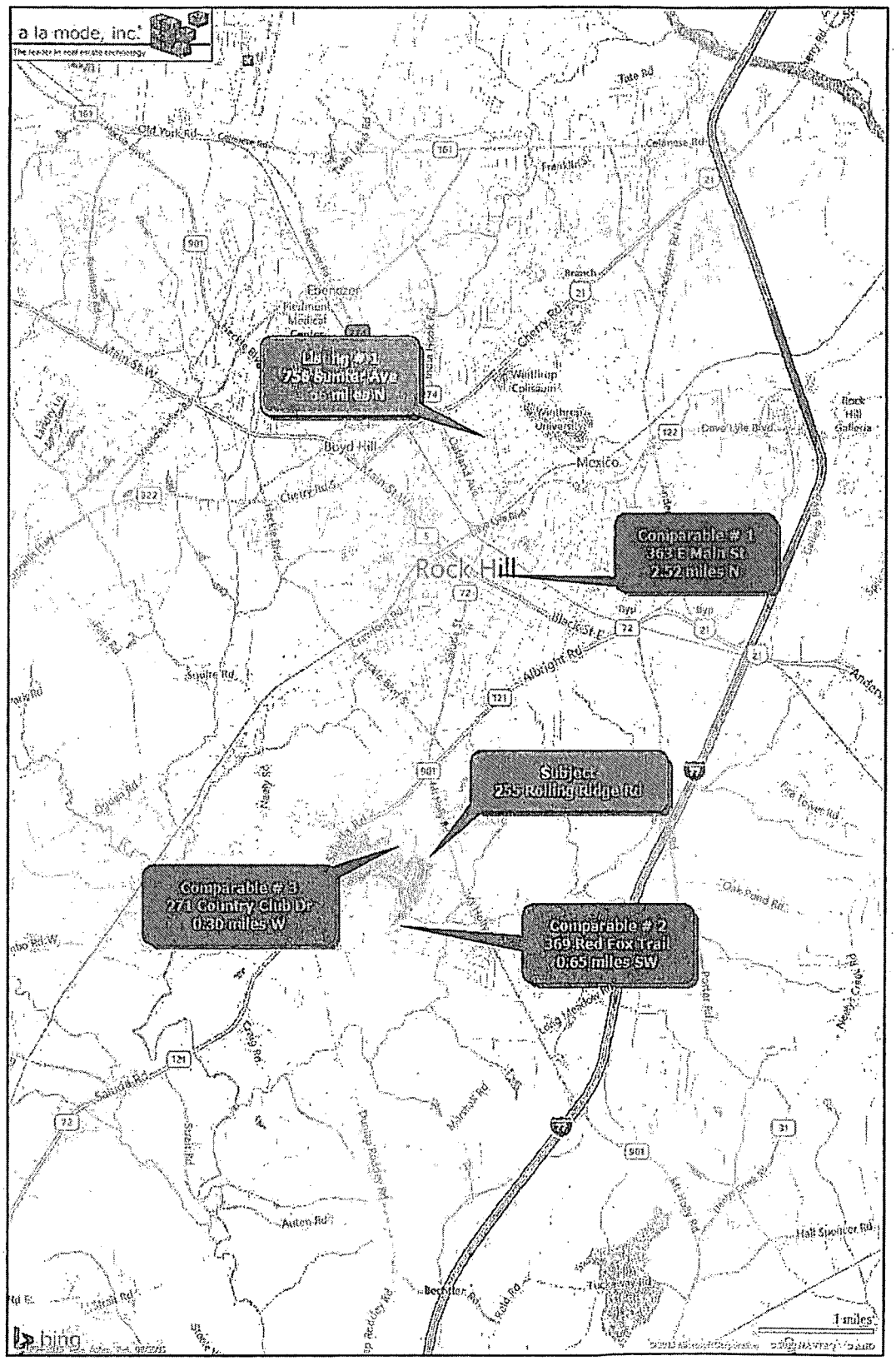
Listing 3

Proximity to Subject	
List Price	
Days on Market	
Gross Living Area	
Total Rooms	
Total Bedrooms	
Total Bathrooms	
Age	

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Location Map

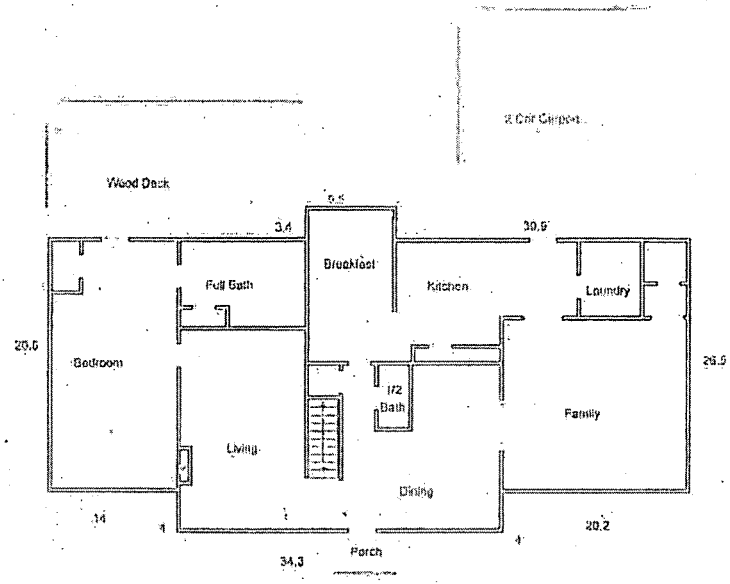
Borrower/Client	Karen K Baber				
Property Address	255 Rolling Ridge Rd				
City	Rock Hill	County York	State SC	Zip Code 29730	
Lender	Summit Funding, Inc.				



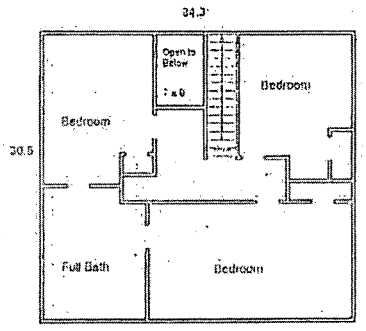
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Building Sketch

Borrower/Client	Karen K Baber				
Property Address	255 Rolling Ridge Rd				
City	Rock Hill	County York	State SC	Zip Code 29730	
Lender	Summit Funding, Inc.				



TOTAL = 2967.9



2nd Floor

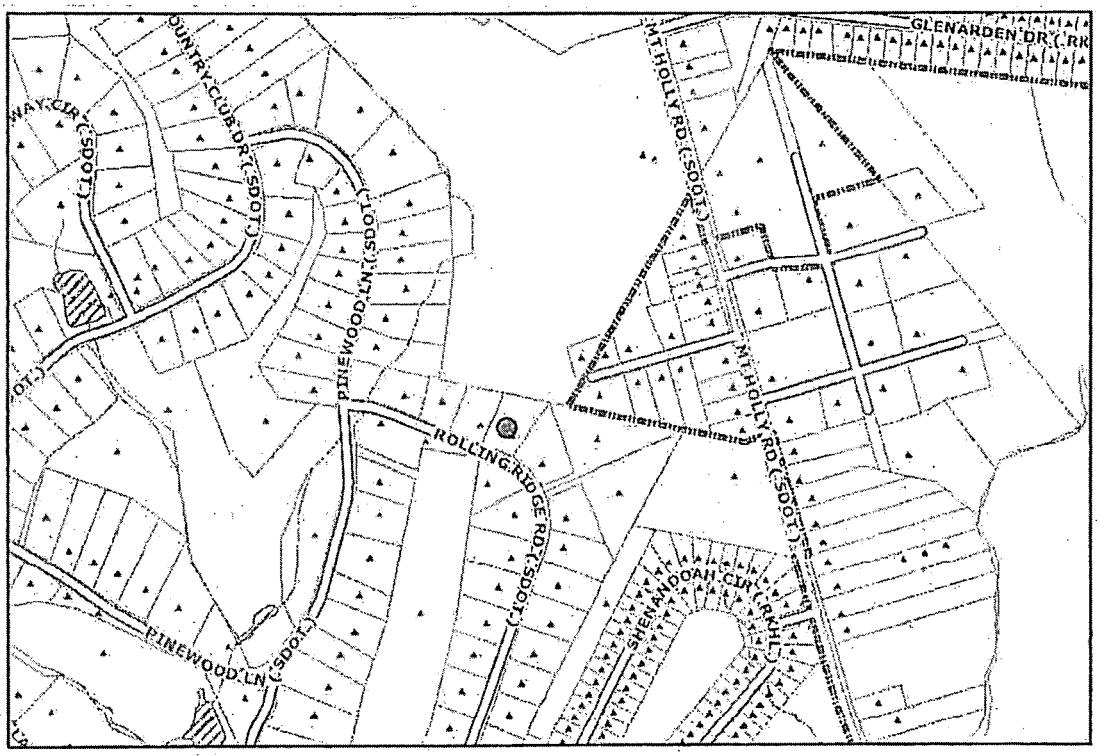
34.3 x 30.5 = 1046.15
-7 x 9 = -63

2nd Floor = 983.15

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Plat Map

Borrower/Client	Karen K Baber				
Property Address	255 Rolling Ridge Rd				
City	Rock Hill	County York	State SC	Zip Code 29730	
Lender	Summit Funding, Inc.				



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License

Borrower/Client	Karen K Baber			
Property Address	255 Rolling Ridge Rd			
City	Rock Hill	County York	State SC	Zip Code 29730
Lender	Summit Funding, Inc.			

BCD1047981

State of South Carolina
Department of Labor, Licensing and Regulation
Real Estate Appraisers Board

BRIAN L BLUE

Is hereby entitled in practice as a:

Certified Residential Appraiser

License Number: 5336

Expiration Date: 06/30/2016
POCKET CARD

Administrator

E&O Insurance

Borrower/Client	Karen K Baber				
Property Address	255 Rolling Ridge Rd				
City	Rock Hill	County York	State SC	Zip Code 29730	
Lender	Summit Funding, Inc.				

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GREAT AMERICAN INSURANCE GROUP

301 E. Fourth Street, Cincinnati, OH 45202

DECLARATIONS
for
REAL ESTATE APPRAISERS
LIABILITY INSURANCE POLICY

THIS IS BOTH A CLAIMS MADE AND REPORTED INSURANCE POLICY.

THIS POLICY APPLIES TO THOSE CLAIMS THAT ARE FIRST MADE AGAINST THE INSURED AND REPORTED IN WRITING TO THE COMPANY DURING THE POLICY PERIOD.

Insurance is afforded by the company indicated below: (A capital stock corporation)

☒ Great American Assurance Company

Note: The Insurance Company selected above shall herein be referred to as the Company.

Policy Number: [redacted] Renewal of:

Program Administrator: Herbert H. Landy Insurance Agency Inc.
75 Second Ave Suite 410 Needham, MA 02494-2876

Item 1. Named Insured: Brian L Blue

Item 2. Mailing Address: P.O. Box 11114

City, State, Zip Code: Rock Hill, SC 29731

Item 3. Policy Period: From 02/07/2015 (Month, Day, Year) To 02/07/2016 (Month, Day, Year)
(Both dates at 12:01 a.m. Standard Time at the address of the Named Insured as stated in Item 2.)

Item 4. Limits of Liability:

A. $ 1,000,000 Damages Limit of Liability – Each Claim

B. $ 1,000,000 Claim Expenses Limit of Liability – Each Claim

C. $ 1,000,000 Damages Limit of Liability – Policy Aggregate

D. $ 1,000,000 Claim Expenses Limit of Liability – Policy Aggregate

Item 5. Deductible (Inclusive of Claim Expenses):

A. $ 500 Each Claim

B. $ 1,000 Aggregate

Item 6. Premium: $ 773.00

Item 7. Retroactive Date (if applicable): 02/07/2008

Item 8. Forms, Notices and Endorsements attached:
D42100 (05/13) D42300 SC (05 13)
D42402 (05/13) D42408 (05/13)

Authorized Representative

D42101 (05/13)

Page 1 of 1

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August 22, 2016

Bond Claim Department

Great American Insurance Group

301 E. Fourth Street

Cincinnati, OH 45202

Delivery of Complaint: bondclaims@gaig.com

RE: Complaint against Brian L. Blue, Certified Residential Appraiser License #5336

Policy Number: [redacted] File # 461-6145927and

Residence Address: 255 Rolling Ridge Rd., Rock Hill, South Carolina, 29730

To Whom It May Concern:

This is to advise that I am hereby making a claim against Brian L. Blue. A copy of this Claim is being provided to the South Carolina Real Estate Commission, the South Carolina Department of Labor, Licensing and Regulation of the Real Estate Appraisers Board and to the South Carolina Department of Consumers Affairs. It is my understanding that these entities will determine if they will refer to the Office of the Attorney General.

I will also note that I have done a lot of research on this matter; hoping that I was wrong at the depth of the misrepresentations and false statements, but instead it appears worse than I first thought. I have spoken with contractors, appraisers, and other professionals who referred me to certain codes, regulations, etc, so I have provided some of this information in this claim.

As an introduction, the appraiser, Mr. Brian Blue, prepared his Uniform Residential Appraisal Report ("Report") for the above-described property, ***which was to be compliant with FHA/HUD requirements.*** It was ***not*** to be a simple "as-is" purchase. When I first received a copy of the Report, I called Mr. Blue because I was concerned about items which I thought would have been noted. These included but were not limited to a hole I thought I saw in the roof from the outside, two rusted holes in the air conditioner, the rotten and unsafe deck which I did not think

EXHIBIT

000795

Barber 17

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met FHA standards, the rotten wood around the windows, window seals, overhangs, doors and siding, the gutters that were falling off, and water spots in the ceiling. Mr. Blue said he wasn't required to list anything unless it was outside of a range of acceptability. He said he basically does a walk through to see if the loan company could cover the loan amount if I defaulted. He had Summit Funding call me, and after talking to them they thought that maybe he had appraised the house thinking it was a conventional loan and would bring this to his attention. Upon review and analysis it is clear that Mr. Blue falsified his report as it does not meet FHA/HUD requirements. I will identify many of the areas where Mr. Blue's report is false or otherwise does not meet requirements, and shows that he could not have inspected and appraised the subject property as he reported. There are likely other deficiencies which are yet not discovered or which I have overlooked in making this claim.

On February 27, 2015 (effective date of Appraisal) Mr. Blue reported the following via the Uniform Residential Appraisal Report (Date of Signature and Report March 5, 2015):

1. The attic reported for the residence as a "Drop Stair" is not accurate. It is "Scuttle."

2. The Foundation is falsely reported as "Crawl Space." The house is on a "Slab."

3. The report notes that the Property has "FWA" Heating and Central Air Conditioning. Mr. Blue failed to report the holes and rust damage to the HVAC downstairs unit. The 2ton downstairs Unit was not working when I moved in and could not have been working which can be verified by the Heating/Air Company that Jonathan Garvey, Realtor, and Robert Evans, Contractor, sent to the house to try to fix in June 2015 when it wasn't working with I turned on the power June 2, 2015.

4. The "Exterior Wall" was described as "siding/average" and the "Roof Surface" was described as "composite/average." These evaluations were false. There was extensive damage to the siding and the roof. (The extensive damage can be verified by State Farm Insurance and contractors. It has been learned that in 2011 State Farm paid the previous seller to replace the roof due to hail damage and also paid for hail damage to the siding. It is now known that the previous owner failed to do either. The damage to the roof and the siding has deteriorated since 2011 according to the opinion of the contractors with at least 4 holes in the roof (this was determined in June 2015 when I moved in the house). There is evidence that the holes in the roof caused the leaks in the ceiling and water in the electrical wiring. It is believed that there may be extensive structural damage underneath the siding and all siding now requires replacing and required replacement in 2015.) Mr. Blue was asked about my concerns about the siding/roof when I called him after I received a copy of the report, and I was told that the damage did not meet the parameters needed to note damage. Mr. Blue's response was simply not credible and in hindsight, appears to have been made in effort to cover up his failure to perform a proper appraisal.

The home repair company immediately identified the position of the leaks from the roof that had caused water to come into the walls, ceilings and wiring creating a fire hazard. When

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changing light bulbs, it was discovered that the fixtures didn't work, it was found that some of the fixtures had water residue in them. The leaks went into the electrical wiring and around the fuse box, and there is a fire hazard.

5. The "Gutters & Downspouts" were reported as "yes/average." This statement is false. They are damaged and the overhangs are rotten and need to be replaced. When I had a contractor come to the house in June 2015 to repair some of the gutters that appeared to be falling, I was told about the rotten wood and that everything would have to be replaced.

6. The "Window Type" was reported as "d.h. Insulated/average," and the "Screens" was described as "yes/average." These representations also were false. The windows had insulation sticking out around the sides and bottom of the windows, and there had been caulking put down the inside of the windows preventing them from opening and presenting a fire hazard since none of the windows could be opened for escape. There were no screens on the windows.

7. The "Patio/Deck" was described as "deck." While that statement is accurate, the deck was and remains rotten to the point that when moving in, one of the movers stepped through one of the boards, and nails were sticking up. The deck was over 24 inches above ground, but there were no banisters on ¾ of the deck as required by building codes and FHA guidelines. The deck was and continues to be dangerous.

8. The report indicates that there is a "Porch." There is no porch.

9. The report states regarding "Floors" that they are "h.w./ca./l/v./avg." The representation that the floors were average is false. The upstairs carpet was damaged. The laminate in the front foyer was rotten from water coming in under the front door, and there were gaps between some of the boards.

10. The report indicates that the property had a functioning "Range/Oven," "Dishwasher," and "Disposal." None of these appliances were working. The range top was "rigged." It was an old JenAir that at one time had a rotisserie on the right hand side. I did not know that because the rotisserie part had been put under the range and a fake black two-burner piece had been put over that space to make it look like two burners. The oven also did not work. The On light would come on but it did not heat correctly. The disposal also was "rigged," as it was being held up with masking tape. The hot water heater had to be immediately replaced. It was rusted and leaking. FHA requirements required the appraiser to turn on and operate all these systems.

11. Under the heading "Describe the condition of the property (***including needed repairs, deterioration,*** renovation, remodeling, etc.," Mr. Blue wrote "*....* ***There were no signs of deterioration or needed renovation. No needed repairs were noted at the time of the inspection.***" These statements were absolutely false.

12. Under the heading "Are there any physical deficiencies or adverse conditions that affect the livability, soundness, or structural integrity of the property?" Mr. Blue marked "No." This was

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another false representation. I do not see a separate heading for it elsewhere, but will note that when I moved into the house, two of the toilets failed to function properly and parts had to be replaced.

13. Near the bottom of page 2 of the Report, Mr. Blue stated: "This appraisal is made ... subject to the following required inspection based on the extraordinary assumption that the condition or deficiency ***does not require alteration or repair:*** Subject to utilities being turned on." Mr. Blue further confirmed that the appraisal report was "Based on a complete visual inspection of the interior and exterior areas of the subject property ...." There were numerous items requiring alteration or repair which would have been obvious had Mr. Blue actually performed a visual inspections and manual operations required by FHA regulations (roof, attic, appliances, heater, air conditioning, garbage disposal, toilets, etc.).

14. Under the fourth "Notes" section on page 3 of the Report, Mr. Blue wrote: "This report is done subject to utilities being turned on and confirmation that the subject will meet the following upon utilities being on: The subject property meets the standards put forth by the guidelines in HUD handbooks 4905.1 and 4150.2. ***A head and shoulders inspection of the attics and crawl spaces was done at the time of the appraisal.*** The utilities were on and functioning at the time of the inspection. The subject meets the standards pertaining to the presence and installation of smoke detectors and carbon monoxide detectors of the loan and state jurisdictional guidelines that are applicable...."

Virtually every statement in the foregoing paragraph is a misrepresentation. The subject property DOES NOT MEET the standards put forth by the guidelines and therefore the statements made by Mr. Blue are false. There was no crawl space to inspect. There were no attic stairs. As previously stated, had Mr. Blue inspected the attic he would have definitely seen the holes in the roof, and it would have been necessary to note the damage and required repairs. In addition, since the power was on, then he should have noted, among other things, that the disposal, oven, range, water heater (and also the dishwasher had a lose wire that I had fixed when I first moved in) were not working.

While the utilities may have been "on and functioning," as discussed in more depth below, Mr. Blue was aware on the date of his inspection that there was a major leak. This was never noted on the Report. It was significant enough that it was readily observable viewing the water meter which is apparently why another appraisal inspection was required.

Further, the Property did not meet the standards pertaining to the presence and installation of smoke detectors and carbon monoxide detectors of the local and state jurisdictional guidelines. This was stated by a home repair company in 2015, but during the last several months there have been power surges causing lights to come on very brightly and then go out as if burned out, light bulbs overheating and burning out quickly and other electrical issues. I was finally able to get a certified electrician out to the house. The minute he walked in he said "this house should never have closed, and you have a real danger of a fire." I now know that at the time of

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the appraisal, there was not a single detector that was working or installed as required. Local code requires at least one wired smoke detector in this style house. Also, when we moved in, I thought I smelled gas and the fire department came out and gave me a carbon monoxide detector because the one here was very old and did not meet code and was not working. Even as I was writing the draft of this letter, there was a power surge where the TV went out, and the dryer cut off. The electrician said the wiring has water damage, and the house needs to be completely rewired, and the electrical box does not meet code and should have been noted by the appraiser.

15. On page 4 of the Report in the Section titled "STATEMENT OF ASSUMPTIONS AND LIMITING CONDITIONS," paragraph 5, Mr. Blue certified that:

> "5. The appraiser has noted in this appraisal report any adverse conditions (such as needed repairs, deterioration, 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 research involved in performing the appraisal. Unless otherwise stated in this appraisal report, the appraiser has no knowledge or any hidden or unapparent physical deficiencies or adverse conditions of the property (such as, but not limited to: needed repairs, deterioration, the presence of hazardous wastes, toxic substances, adverse environmental conditions, etc.) that would make the property less valuable,..." Either Mr. Blue completely failed to conduct the required visual inspection, or Mr. Blue failed to note the needed repairs, deterioration, etc. as required.

16. In that same section under paragraph 6, Mr. Blue certified:

> "6. 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 the completion, repairs, or alteration of the subject property will be performed in a professional manner." Mr. Blue failed to uphold this provision as he specifically disclaimed the need for any repairs or alterations.

17. Page 5 - 6 of the Report, Mr. Blue made a number of additional certifications. Mr. Blue has falsified Certification paragraphs 2, 3, 14, 15, and 16:

> "2. I performed a ***complete visual inspection*** of the interior and exterior areas of the subject property. I reported the condition of the improvements ***in factual, specific terms. I identified and reported the physical deficiencies that could affect the livability, soundness, or structural integrity of the property."***
>
> As noted above, there are many physical deficiencies that were not identified and reported that ***actually*** affect the livability, soundness and structural integrity of the property.
>
> "3. I performed this appraisal in accordance with the requirements of the Uniform

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Standards of Professional Appraisal Practice that were adopted and promulgated by the Appraisal Standards Board of The Appraisal Foundation and that were in place at the time this appraisal report was prepared."

The USPAP standards include the following requirements:

The Code of Ethics portion provides: "An appraiser: ... must not communicate assignment results with the intent to mislead or defraud; must not use or communicate a report that is known by the appraiser to be misleading or fraudulent; ... and must not perform an assignment in a grossly negligent manner."

Standard Rules 1-1 provides: "In developing a real property appraisal, an appraiser must: ... (b) not commit a substantial error or omission that significantly affects an appraisal; and (c) not render appraisal services in a careless or negligent manner, such as by making a series of errors that, although individually might not significantly affect the results of the appraisal, in the aggregate affects the credibility of those results."

Standards Rule 2-1 provides: "Each written or oral real property appraisal report must: (a) clearly and accurately set forth the appraisal in a manner that will not be misleading; (b) contain sufficient information to enable the intended users of the appraisal to under the report properly; and (c) clearly and accurately disclose all assumptions, extraordinary assumptions, hypothetical conditions and limiting conditions used in the assignment." All of these requirements have been violated.

"14. I have taken into consideration the factors that have an impact on value with respect to the ... subject property ... in the development of my opinion of market value. I have noted in this appraisal report ***any adverse conditions (such as, but not limited to, needed repairs, deterioration,*** ..., etc.") observed during the inspection of the subject property.... I have considered these adverse conditions in my analysis of the property value; ***and have reported on the effect of the conditions on the value and marketability of the subject property***." This certification is false.

"15. I have not knowingly withheld any significant information from this appraisal report and to the best of my knowledge all statements and information in this appraisal report are true and correct." Based on the information disclosed herein, Mr. Blue was not truthful.

18. In his Appraisal Update and/or Completion Report, Mr. Blue stated: "The subject property meets the standards set forth by the guidelines in HUD handbooks 4905.1 and 4150.2. The utilities were on and functioning at the time of the inspection. The subject is complete." These statements were false.

The property is not in conformity with the following requirements of 4150.2:

3-6, A, 2: "The property must be free of all known hazards and adverse conditions that:

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may affect the health and safety of the occupants; may affect the structural soundness of the improvements; may impair the customary use and enjoyment of the property." As shown above, there were numerous defects and deficiencies that affected our health and safety, affected the structural soundness of the improvements, and impaired the customary use and enjoyment of the property.

3-6, A, 6: "Wood Structural Components: Termites.... FHA requires maximum assurances that a home is free of any infestation. A pest inspection is always required for: any structure that is ground level; any structures where the wood touches ground.... Observe all areas of the property that have potential for termite infestation, including the bottoms of exterior doors and frames ..." While I am not presently aware of any actual termite damage; if the requirement had been performed, it would have revealed the significant wood rot around the front door and the flooring just inside the front door.

3-6, A, 8: "Defective Conditions. A property with defective conditions is unacceptable until the defects or conditions have been remedied and the probability of further damage eliminated. Defective conditions include: excessive dampness, leakage, decay, ... other observable conditions that impair the safety, sanitation or structural soundness of the dwelling." The holes in the roof allowing water to enter through the roof and cause stains, damage to the electrical fixtures, etc. already has been noted. The smoke detectors were not wired as required by local building codes. The deck lacked safety railings as required by local code, the appliances were not working, the fireplace did not work, etc.

3-6, A, 12: "Roof. The covering must prevent moisture from entering and must provide reasonable future utility, durability and economy of maintenance." There were holes in the roof and damage to the siding from hail that State Farm had paid the prior owner to repair, but which she failed to do. Those holes have allowed significant water damage to occur to the home.

3-6, A, 13. "Mechanical Systems. These are the requirements for mechanical systems: must be safe to operate, ... must have reasonable future utility, durability and economy, must have adequate capacity and quality." These provisions were violated as the stove, garbage disposal, heating and air conditioning did not work. The garbage disposal had been "rigged" with duct or electrical tape to even hold it in place. The water heater was rusted and leaked.

3-6, A, 16. "Other Health and Safety Deficiencies. The appraiser must note and make a repair requirement for any health or safety deficiencies as they relate to the subject property, including: broken windows, doors or steps; inadequate or blocked doors; ... others. The appraiser must operate a representative number of windows; interior doors

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and all exterior and garage doors ...." If Mr. Blue had met this requirement, he would have noted that all windows were broken or not operating as they had been caulked shut, and he would have discovered the wood rot around all doors and windows.

Consistent with the foregoing, the Report also violated Rule 4905.1 in at least the following respects:

Section 2-9 provides: "DEFECTIVE CONDITIONS. Defective construction, poor workmanship, evidence of continuing settlement, excessive dampness, leakage, decay, termites, or other conditions impairing the safety, sanitation or structural soundness of the dwelling shall render the property unacceptable until the defects or conditions have been remedied and the probability of further damage eliminated."

Section 2-10 required that: "MECHANICAL SYSTEMS must be safe to operate, be protected from destructive elements, have reasonable future utility, durability and economy, and have adequate capacity and quality."

Section 2-12 required that: "ROOF COVERING must prevent entrance of moisture and provide reasonable future utility, durability and economy of maintenance...."

Section 2-13 provides that: "HAZARDS. The property must be free of hazards which may adversely affect the health and safety of the occupants or the structural soundness of the improvements, or which may impair the customary use and enjoyment of the property by the occupants...."

Paragraphs 21 and 23 of the Appraiser's Certification further provides:

21. The lender/client may disclose this appraisal report to: ***the borrower;*** ....

23. The borrower ... ***may rely on this appraisal report as part of any mortgage finance transaction that involves any one or more of these parties.***"

I relied upon Mr. Blue's appraisal report in making the decision to purchase the property and enter into the loan agreement. Had I known of all these false statements in the appraisal and Mr. Blue's certifications and verbal re-assurances that there were no material deficiencies, I would not have purchased this property.

The electrical conditions in the home are a real and present danger to me and my family. Those are dangers caused in large part by water damage caused to the electrical system from the holes in the roof that are clearly visible from the attic. They include the windows being caulked shut which make the house a firetrap and would prevent us from escaping in the event of a fire. (I have paid to make the windows able to open). The significant water damage throughout the house is a danger to me and materially impacts the life-span of this home.

As to the truthfulness of Mr. Blue's Report, one last subject mentioned above must be brought

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to your attention. This concerns a discovered leak. While Mr. Blue missed a lot of obvious issues with respect to the property; during his February visit to the property, Mr. Blue discovered a leak in the front yard that had to be repaired and was made a condition of closing. I can find nowhere in the Report where this leak was reported although it clearly is a matter that "may impair the customary use and enjoyment of the property." It also showed a major deficiency in the utilities to the property. Again, Mr. Blue was aware of this issue.

Mr. Jonathan Garvey, my Realtor, called and told me that he and Robert Evans, a contractor, had spent all day at the property digging up the yard to find the leak. He said they finally found it and that he now could say he knew how to be a plumber. He told me that the leak was in the front yard where the sprinkler system connected to the water line. I asked him who pays for this, and he said that he bought the part (called an elbow) and that he helped Mr. Evans fix it.

According to the Rock Hill utility records Mr. Robert Ountz, the selling agent with Allen Tate Realtors, called and asked that the utilities be turned back on and an appointment was set so that the Mr. Blue and other appropriate parties could be present. On March 11, 2015, the water/utilities were turned back on so that Mr. Blue could complete his Appraisal Update. According to the report on the service record upon arrival of the City Utilities service tech to turn the utilities back on the plummer (it is assumed to be Robert Evans since he is the plumber Jonathan Garvey used) was present. No other person was present. The Appraisal Update indicates that "The utilities and HVAC were on and functioning at the time of the inspection." As noted above, this statement was false, not only because the heater and air conditioner ***never*** worked, but also because the water leak from the water main had ***not*** been fixed, which was still noticeable from the water meter. In fact, the report states that the utilities had to be turned off immediately by the service tech because "the issue was still present".

When I closed on the house and had the water turned on June 2, 2015 I was not home at the time the utilities were turned on. There was a note on the door that the water department had to turn off the water since I was not there because of the evidence of running water. When they came back out I discovered the running toilets and turned those off but there was still evidence of running water. I called Jonathan and he said it could not have been what they fixed and something else must have happened since the time when he and Robert (Evans) fixed the leak that had been found earlier. I had the water company leave the water on to try to find the leak. The water quickly could be seen around the area of the water box. I called the water company again and they came out several times and their opinion was that since Mr. Garvey and Mr. Evans stated they had fixed the leak which was on the property that belongs to the homeowner and which the homeowner is responsible for, then the leak had to be between the meter box and the road and it could takes months to coordinate with the State and the County to find the leak. The "ditch/drain" area at the edge of the yard is the responsibility of the county and the road is the responsibility of the State. After many months, going into the Spring of 2016, it was determined that the leak was on my part of the lot. I was told by the Utilities Department that once the leak was fixed they would credit me with the water overage I had been paying.

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I finally found a plumber who would come out and dig up the yard for a reasonable price and fix the leak. On Friday, August 12, 2016 the plumber came out along with a home repair gentleman who is helping work on the house and called me to the front yard after they had been digging for awhile. They told me to bring my camera. There was water just pouring out of the pipe. They said the location of the leak was exactly where Mr. Garvey said it was. They said the "elbow' was broken just like Mr. Garvey said. However, what Mr. Garvey failed to tell is that he and Mr. Evans failed to buy a new part, failed to buy about a foot of additional pipe that was broken and simply wrapped tape around the pipe. According to the plumber this was definitely "rigged," and I should report this as fraud.

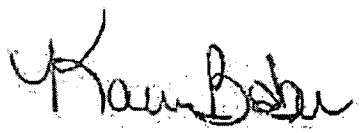
The point is that Mr. Blue falsely represented that the "utilities were on and functioning" in his Appraisal Update, unless "functioning" means that a water line can have a known major water leak in it. I frankly suspect that Mr. Blue did ***not*** actually re-visit the property on March 11, 2015 as he represented and there is no evidence that he did.

Mr. Blue's Report is not only flawed but has compromised the safety of my family and compromised my physical, emotional and financial well-being. I will defer to the Board to determine the extent of his violations and his liability. Had he reported accurately, the loan could not have closed until not only the leak was fixed but the other items mentioned would have had to be noted and the seller would have been required to either fix, adjust the price, give me the opportunity to work with Summit on a different type of loan, or I would have had to walk away. I would not have compromised the safety or financial stability of my family. I have been advised that the South Carolina Board of Realtors and Consumer's Affairs will be the ones who determine if Mr. Blue, Mr. Garvey and Mr. Evans will be referred to the Attorney General for investigation.

In the meantime, demand is made that Mr. Blue be held responsible for the harm caused and make the repairs that would have been required and to compensate me for the monies spent on the items which I have already repaired/replaced. To accomplish that, I am hereby filing this claim against Mr. Blue's bond with your company. I would request that the claim be expedited given the electrician's opinion that each day that passes the possibility of an electrical fire increases and the damage to the house increases each time it rains.

Thank you for your prompt attention to this matter.

Sincerely,



Karen Baber

255 Rolling Ridge Rd

Rock Hill, SC 29730

KLKB1951@GMAIL.COM

(843) 240 0083

An accounting for all payments I have made to date regarding the above items as well as all contact information for contractors, plumbers, home repair companies,electricians, State Farm Insurance, roofers, painters, siding contractors, etc. will be provided upon request.

An email containing the appraisal is also being forwarded.

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WALK-THROUGH ACKNOWLEDGEMENT

This Acknowledgement is made part of the Agreement dated Feb 19, 15
between Karen Baber (Buyer)
and Gloria Long-Robinson (Seller) for
255 Rolling Ridge Rd. Rock Hill SC 29730 (the "Property").

Buyer(s) Acknowledgement (initials)

KB Buyer(s) has completed the walk through and verifies that the Property is in the same or similar condition, absent normal wear and tear, that it was at the time of the execution of the Agreement.

_____ Buyer(s) has completed the walk through and found the following material adverse change(s) in the condition of the Property. Seller(s) to restore Property to condition at the time of the execution of the Agreement. Upon completion by Seller(s), Buyer(s) to take an additional walk through to verify all is in satisfactory condition.

_____

_____

_____

KB Buyer(s) has completed the walk through and reviewed the issues referenced in the Repair Agreement. Buyer accepts repairs and condition of Property.

_____ Buyer(s) has completed the walk through and, upon review of the issues referenced in the Repair Agreement, find the following issues unresolved and/or unsatisfactory. Seller(s) agrees to make corrections on or before _____.

_____

_____

_____

Buyer: Karen Baber 5-25-15 Seller: _____
Date Date

Buyer: _____ Seller: _____
Date Date

EXHIBIT
000806
Baber 19

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PROFESSIONAL SERVICES DISCLOSURE AND ELECTION

Property Address: 255 Rolling Ridge ("Property")
Buyer or Seller: _____
Real Estate Firm: _____ ("Firm")

1. There are professional services that typically are performed in connection with the purchase and sale of real estate. Buyer or Seller understands that Firm cannot give advice in certain matters that may relate to the purchase or sale of the Property, including but not limited to matters of law, taxation, financing, surveying, wood-destroying insect infestation, structural soundness of engineering.

2. Buyer or Seller acknowledges Firm has recommended that Buyer or Seller consult with a professional for an opinion regarding each service listed below to be performed pursuant to Buyer or Seller's purchase or sale of the Property. Regarding each such service, Buyer or Seller has either selected the service provider listed or elected not to have the service performed. Although Firm may provide Buyer or Seller the names of providers who claim to perform services in one or more of the listed areas, Buyer or Seller understands that Firm cannot guarantee the quality of service or level of expertise of any such provider. Buyer or Seller agrees to pay the full amount due for all services directly to the service provider whether or not the transaction closes.

Service	Selected (initial)	Waived (initial)	Name(s) of Service Providers(s)	Who Orders
Accountant/CPA /Tax Advisor				
Appraisal	DS KB			
Attorney/Title Exam/Closing			Gilden Law	
NFIP Elevation Certificate				
Home Inspections				
Home Warranty				
Mortgage Loan	DS KB		Summit Funding	
Property Insurance				
Radon Inspection				
Septic Inspection				
Survey* (see note below)				
Title Insurance				
Well/Water Inspection				
Wood Infestation				

Individual Agent initials _____ Buyer or Seller initials DS KB

1/2015

EXHIBIT
Barber 20
000807

3. Buyer or Seller hereby agrees to indemnify and hold Allen Tate Realtors, its assigns, successors, employees and agents harmless from and against any and all liability, claim, loss, damage, suit, or expense that Firm may incur either as a result of Buyer or Seller's selection and use of any of the listed service providers or Buyer or Seller's election not to have one or more of the listed services performed.

*NOTE REGARDING SURVEYS. Situations arise all too often that could have been avoided if the buyer had obtained a new survey from a SC registered surveyor. A survey will normally reveal such things as encroachments on the Property from adjacent properties (fences, driveways, etc.); encroachments from the Property onto adjacent properties; road or utility easements crossing the Property; violations of set-back lines; lack of legal access to a public right-of-way; and indefinite or erroneous legal descriptions in previous deeds to the Property. Although title insurance companies may provide lender coverage without a new survey, the owner's policy contains an exception for easements, set-backs and other matters which would have been shown on a survey. Many such matters are not public record and would not be included in an attorney's title examination. In addition, if the buyer does not obtain their own survey, they would have no claim against a surveyor for inaccuracies in a prior survey.

THE ALLEN TATE COMPANY, INC MAKES NO REPRESENTATION AS TO THE LEGAL VALIDITY OR ADEQUACY OF ANY PROVISION OF THIS FORM IN ANY SPECIFIC TRANSACTION.

DocuSigned by:
Karen Baker
1867DD3EA59F483...
Buyer or Seller

Date: _____

_____
Buyer or Seller

Date: _____

Entity Buyer or Seller:

_____
(Name of LLC/Corporation/Partnership/Trust/etc.)

By: _____

Name: _____

Title: _____

_____
Signature of individual agent

_____
Real Estate Firm (print name)

Date: _____

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STATE OF South Carolina

COUNTY OF York

GENERAL RELEASE

THIS RELEASE is executed this 1 day of July 2015 by the undersigned.

WITNESSETH:

In consideration of payment in the sum of $409.00 to Karen Baber ("Seller(s)"), Seller(s) does hereby release and forever discharge Allen Tate Co., Inc., its parent entities, predecessors, successors and assigns, officers, directors, brokers, agents, employees and related and affiliated companies, from any and all, and all manner of, disputes, actions, claims, demands, and liabilities whatsoever in law or equity, including complaints to any professional association and/or commission, and claims for contribution and indemnification, arising from and by reason of any and all known and unknown, foreseen and unforeseen, injuries and damages, and the consequences thereof, related to and associated with the Offer to Purchase and Contract dated February 15, 2015 and any and all transactions and circumstances regarding the property located at 255 Rolling Ridge Road, Rock Hill, South Carolina.

It is understood that the payment stated herein is a good will gesture on the part of Allen Tate Co., Inc. and does not constitute admission of liability or responsibility with regard to the matters stated herein or the matters in dispute between the parties.

As further consideration of the above payment Seller(s) agrees not to disclose the terms of this settlement and release to any person, firm or entity unless ordered by a court of appropriate jurisdiction.

IN WITNESS WHEREOF, the undersigned have executed this Release Agreement as of the day and year first above written.

Karen Baber 7/6/15

COLLEEN P. STEVENS NOTARY PUBLIC MY COMMISSION EXPIRES 7/10/2020 SOUTH CAROLINA

EXHIBIT
Baber 22
2-15-19 KC
000809

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From: Karen Baber <baber.karen@yahoo.com>
Sent: Tuesday, June 30, 2015 11:27 AM
To: Jonathan Garvey; david.poole@allentate.com
Subject: Fw:
Attachments: Doc.docx

went through at $38.75 - had a special

EXHIBIT
Baber000810
2-15-19 KC

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YOUR HOME SERVICE AGREEMENT

HOME WARRANTY ADMINISTRATORS

CHOICE Home Warranty

CHOICE HOME WARRANTY

America's Choice
in Home Warranty Protection

Obligor: Home Warranty Administrator of South Carolina, Inc.

Karen Baber
255 Rolling Ridge Road
ROCK HILL, SC 29730

Dear Karen Baber,

Welcome to Choice Home Warranty! You made a wise decision when you chose to protect your home with a CHW Warranty. We appreciate your business and look forward to providing you with quality service for all your home protection needs.

To obtain the most value from your new CHW Warranty, please take a moment to read and understand your coverage. Your coverage is dependant on the plan you have selected.

Should you have a problem with any of your covered systems or appliances, please call us toll-free at (888)-531-5403. We are available 24 hours a day, 7 days a week, 365 days a year, or simply log on to our website located at www.ChoiceHomeWarranty.com and file your claim online.

THIS CONTRACT EXPLAINS THE COVERAGE, LIMITATIONS, & EXCLUSIONS. PLEASE REVIEW YOUR CONTRACT.

Contract Number: [redacted]
Contract Term: 07/26/2015 - 07/26/2016
Covered Property:
255 Rolling Ridge Road
ROCK HILL, SC 29730
Property Type: Single Family
Rate: $38.75 Per Month
Service Call Fee: $45.00

Coverage Plan: Total Plan
Includes: Clothes Dryer, Clothes Washer, Refrigerator, Air Conditioning System, Heating System, Water Heater, Electrical System, Plumbing System, Plumbing Stoppage, Built-In Microwave, Oven/Range, Stove, Cooktop, Dishwasher, Garbage Disposal, Ceiling & Exhaust Fans, Ductwork, Garage Door Opener, Whirlpool Bathtub
Optional Coverage: None

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STATE OF SOUTH CAROLINA

COUNTY OF YORK

IN THE COURT OF COMMON PLEAS
2018-CP-46-01592

KAREN K. BABER,

Plaintiff,

vs.

SUMMIT FUNDING, INC., APPRAISAL INNOVATIONS, LLC, BRIAN L. BLUE, THE GILLEN LAW FIRM, P.A., MICHAEL F. GILLEN, ALLEN TATE CO., INC., COLLEEN COESENS, JONATHAN GARVEY, ROBERT OUZTS, CONNIE DELANEY, and GLORIA LONG-ROBINSON,

Defendants.

DEFENDANTS ALLEN TATE CO., INC., COLLEEN COESENS, JONATHAN GARVEY, ROBERT OUZTS AND CONNIE DELANEY'S FIRST SET OF REQUESTS FOR ADMISSION TO PLAINTIFF

Pursuant to Rules 26 and 36 of the South Carolina Rules of Civil Procedure, the following First Set of Requests for Admission is submitted by Defendants Allen Tate Co., Inc. ("Allen Tate"), Colleen Coesens ("Coesens"), Jonathan Garvey ("Garvey"), Robert Ouzts ("Ouzts"), and Connie Delaney ("Delaney") (collectively, the "Tate Defendants"), to Plaintiff Karen K. Baber ("Plaintiff").

You are requested to admit or deny the following, for the purposes of this action only, within thirty (30) days after service hereof.

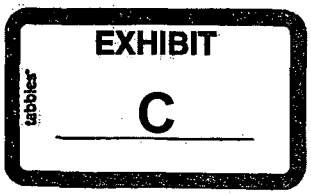
REQUESTS FOR ADMISSION

1. Admit that the document attached hereto as Exhibit A is a true and accurate copy of the Agreement/Contract To Buy and Sell Real Estate (Residential) you signed on or about February 19, 2015.

ANSWER:

2. Admit that the document attached hereto as Exhibit B is a true and accurate copy of the Professional Services Disclosure and Election you signed.

ANSWER:



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3. Admit that the document attached hereto as Exhibit C is a true and accurate copy of the General Release you signed on or about July 1, 2015.

ANSWER:

4. Admit that the document attached hereto as Exhibit C is a true and accurate copy of the General Release you referenced in paragraph 58 of your Complaint.

ANSWER:

5. Admit that the document attached hereto as Exhibit D is a true and accurate copy of the Walk-Through Acknowledgement you signed on or about February 19, 2015.

ANSWER:

6. Admit that the document attached hereto as Exhibit E is a true and accurate copy of the Closing Instructions you signed on or about February 12, 2015.

ANSWER:

7. Admit that the document attached hereto as Exhibit F is a true and accurate copy of the Settlement Statement you signed on or about May 29, 2015.

ANSWER:

8. Admit that you knew before you purchased the Property on May 29, 2015 that no termite inspection had been performed on the Property.

ANSWER:

9. Admit that you knew before you purchased the Property on May 29, 2015 that no CL-100 Official South Carolina Wood Infestation Report existed relating to the Property.

ANSWER:

10. Admit that you knew before you purchased the Property on May 29, 2015 that no home inspection (other than the appraisal performed by Brian Blue of Appraisal Innovations, LLC) had been performed on the Property.

ANSWER:

11. Admit that you knew before you purchased the Property on May 29, 2015 that the appraisal performed by Brian Blue of Appraisal Innovations, LLC was the only inspection performed on the Property prior to closing.

ANSWER:

12. Admit that you told one or more of the Tate Defendants that you did not want to pay for a home inspection.

ANSWER:

13. Admit that you told one or more of the Tate Defendants that you did not want to pay for a termite inspection.

ANSWER:

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This the 8th day of August, 2018.

POYNER SPRUILL LLP

Thomas L. Ogburn III
S.C. State Bar No. 11761
301 South College Street, Suite 2900
Charlotte, North Carolina 28202
Telephone: 704-342-5250
Facsimile: 704-342-5264
E-Mail: togburn@poynerspruill.com
ATTORNEYS FOR DEFENDANTS ALLEN TATE CO., INC., COLLEEN COESENS, JONATHAN GARVEY, ROBERT OUZTS, AND CONNIE DELANEY

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CERTIFICATE OF SERVICE

I hereby certify that I have this day served a copy of the foregoing *Defendants Allen Tate Co., Inc., Colleen Coesens, Jonathan Garvey, Robert Ouzts and Connie Delaney's First Requests for Admission to Plaintiff* by depositing a copy thereof in an envelope bearing sufficient postage in the United States mail, addressed to the following persons at the following addresses:

Karen K. Baber
255 Rolling Ridge Road
Rock Hill, South Carolina 29730
PLAINTIFF

Martin S. Driggers, Jr.
Sweeny, Wingate & Barrow, P.A.
115 Cargill Way, Suite B
Hartsville, SC 29550
ATTORNEYS FOR THE GILLEN LAW FIRM, P.A. AND MICHAEL F. GILLEN

Russell M. Racine
Cranfill Sumner & Hartzog, LLP
2907 Providence Road, Suite 200
Charlotte, NC 28211
ATTORNEYS FOR APPRAISAL INNOVATIONS, LLC AND BRIAN L. BLUE

Susan E. Driscoll
Driscoll Sheedy, P.A.
11520 N. Community House Road, Suite 200
Charlotte, NC 28277
ATTORNEYS FOR SUMMIT FUNDING, INC.

This the 5th day of August, 2018.

Thomas L. Ogburn III
S.C. State Bar No. 11761
301 South College Street, Suite 2900
Charlotte, North Carolina 28202
Telephone: 704-342-5250
Facsimile: 704-342-5264
E-Mail: togburn@poynerspruill.com
ATTORNEYS FOR DEFENDANTS ALLEN TATE CO., INC., COLLEEN COESENS, JONATHAN GARVEY, ROBERT OUZTS, AND CONNIE DELANEY

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AGREEMENT/CONTRACT: TO BUY AND SELL REAL ESTATE (RESIDENTIAL)

1. PARTIES: This legally binding Agreement ("Contract") To Buy and Sell Real Estate is entered into as of the Effective Date between:

Buyer(s), Karen Baber ("Buyer"), and

Seller(s), Gloria A. Long-Robinson ("Seller").

(A) "Party" - defined as either Buyer or Seller, "Parties" defined as both Buyer and Seller.
(B) "Brokers" are licensed South Carolina brokers-in-charge, their associated real estate licensees, and their subagents.
(C) "Closing Attorney" - is the licensed South Carolina attorney selected by Buyer to coordinate the transaction and Closing.
(D) "Effective Date" - the final date upon which a Party to the negotiation places the final and required signatures and/or initials and date on this Contract and Delivers Notice to cause this Contract to be binding on all Parties.
(E) "Business Day" - a 24 hour period (Monday/Tuesday/Wednesday/Thursday/Friday) beginning at 10 AM and counted from 10 AM of the first Business Day following the appropriate date (Effective Date, Closing Date, stated date, Notice Delivery date). Business Days shall not begin, end, or include any Saturday, Sunday, or Federal legal holiday.
(F) "Good Funds" - is the transfer of the required amount of United States Dollars (USD) within any required timeframe.
(G) "Time" - all time stated shall be South Carolina local time. **Time is of the essence with respect to all provisions of this Contract stipulating time, deadline, or performance periods.**

☐ BUYER ☐ SELLER IS A SOUTH CAROLINA REAL ESTATE LICENSEE

2. PURCHASE PRICE: $ 145,000.00

Payable by transfer of Good Funds via ☒ Finance or ☐ a combination of Finance and Cash USD or ☐ Cash USD.

The sale of Buyer's real property ☐ is ☒ is not a contingency for Purchase and terms ☐ are ☒ are not attached.

3. PROPERTY: Seller will sell and Buyer will buy for the Purchase Price any and all lot or parcel of land, appurtenant interests, improvements, landscape, systems, and fixtures if any thereon and further described below ("Property"). Seller agrees to maintain the Property and any personal property conveying in working order, including any landscaping, grounds and any agreed upon repairs or replacements, from the Effective Date through Closing subject to normal wear and tear. Buyer acknowledges opportunity to inquire about lease issues prior to signing Contract. Leasing issues and items see Adjustments (e.g. tenants, rents, deposits, documents, fuel tanks with fuel, alarm systems, satellite equipment, roll carts)

Address 255 ROLLING RIDGE ROAD Unit #

City ROCK HILL State of South Carolina

Zip 29730 County of YORK

Lot 569 Block Section/Phase Subdivision Country Club Estates

Other Tax Map 604-05-02-017

Parties agree that no personal property will transfer as part of this sale, except described below and/or ☐ in attachment(s):

4. CONVEYANCE/CLOSING/POSSESSION: "Closing" occurs when Seller conveys Property to Buyer and occurs no later than 5 PM on or before March 27, 2015 ("Closing Date") with an automatic extension of _____ business days for an unsatisfied contingency through no fault of either party. Conveyance shall be fee simple made subject to all easements, reservations, rights of way, restrictive covenants of record (provided they do not make the

[KB] BUYER [ ] BUYER [GLR] SELLER [ ] SELLER HAVE READ THIS PAGE

Allen Tate Realtors - RH,1602 Ebenezer Rd Rock Hill,SC 29732
Phone: (803)366-7897 Fax: Robert Ouzts

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Karen Baber

EXHIBIT
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title unmarketable or adversely affect the use/value of the Property in a material way) and to all government statutes, ordinances, rules, permits, and regulations. Seller agrees to convey marketable title with a properly recorded general warranty deed free of encumbrances and liens except as herein stated; and in name(s): _____

and ownership type determined by Buyer. The deed shall be delivered to the Closing Attorney's designated place on or before the Closing Date no later than 10 AM. Seller agrees to pay all statutory deed recording fees. Parties agree the Brokers shall have access to the closing and relevant documents; and the Brokers shall be given copies of the settlement statement prior to Closing for review. Seller shall convey possession of a vacant and reasonably clean Property, free of debris, along with all keys, codes, any remote controls, available documents (e.g. manuals, equipment warranties, service information) and similar ownership items to Buyer at Closing.

5. EARNEST MONEY: Total $ 500.00 (USD) Earnest Money is paid as follows: $ _____ accompanies this offer and $ 500.00 will be paid within 2 Business Days after Effective Date and Earnest Money is in the form of ☒ check ☐ cash ☐ other (e.g. wire) _____ to be a Credit to Buyer at Closing or disbursed only as Parties agree in writing or by court order or by Contract or as required for Closing by Closing Attorney. Buyer and seller authorize Allen Tate Realtors as Escrow Agent to deposit and hold and disburse earnest money according to the terms of this Contract, the law, and any regulations. Broker does not guarantee payment of a check or checks accepted as earnest money. Parties direct escrow agent to communicate reasonable information confirming receipt and status of earnest money upon a Broker request.

THE PARTIES UNDERSTAND AND AGREE THAT UNDER ALL CIRCUMSTANCES INCLUDING DEFAULT, ESCROW AGENT WILL NOT DISBURSE EARNEST MONEY DEPOSIT TO EITHER PARTY UNTIL BOTH PARTIES HAVE EXECUTED AN AGREEMENT AUTHORIZING THE DISBURSEMENT OR UNTIL A COURT OF COMPETENT JURISDICTION HAS DIRECTED A DISBURSEMENT OR AS AGREED UPON IN THIS CONTRACT. FIVE YEARS AFTER CLOSING DATE, ESCROW AGENT MAY DISBURSE EARNEST MONEY TO SOUTH CAROLINA TREASURER AS UNCLAIMED PROPERTY. EARNEST MONEY WILL NOT BE DISBURSED UNTIL DETERMINED TO BE GOOD FUNDS. IF LEGAL ACTIONS OCCUR, NONPREVAILING PARTY AGREES TO INDEMNIFY ESCROW AGENT'S FEES, COURT COSTS AND ATTORNEY FEES. IF INTERPLEADER OR MEDIATION IS TO BE UTILIZED, PARTIES AGREE THAT $ 100.00 SHALL BE PAID TO THE ESCROW AGENT AS COMPENSATION BEFORE ESCROW AGENT INITIATES COURT OF COMPETENT JURISDICTION OR MEDIATION PROCEEDINGS ON EARNEST MONEY.

6. TRANSACTION COSTS: Buyer's transaction costs include all costs and closing costs resulting from selected financing, pre-paid recurring items, insurance (mortgage insurance, title insurance lender/owner, flood, hazard) discount points, all costs to obtain information from or pertaining to any owners association (aka certificate of assessment), interest, non-recurring closing costs, title exam, FHA/VA allowable costs, fees and expenses of Buyer's attorney, contractually required real estate broker compensation, and the cost of any inspector, appraiser, or surveyor. Seller's transaction costs include deed preparation, deed recording costs, deed stamps/tax/recording costs calculated based on the value of the Property, all costs necessary to deliver marketable title and payoffs, satisfactions of mortgages/liens and recording, property taxes pro-rated at Closing, contractually required real estate broker compensation, and fees and expenses of Seller's attorney.

Buyer will pay Buyer's transaction costs and Seller pay Seller's transaction costs unless otherwise agreed upon in writing.

Private/public transfer fees and any costs similar to transfer fees (e.g. capital contributions, conservancy fees, estoppel fees, or otherwise named but similar fees paid to the owners association) are the ☐ Seller's or ☒ Buyer's transaction costs.

At Closing, Seller will pay Buyer's transaction costs not to exceed $ N/A OR n/a % of purchase price, whichever is higher, which includes non-allowable costs first and then allowable costs (FHA/VA). Buyer is responsible for any Buyer's transaction costs exceeding this amount. If the amount exceeds the actual amount of those costs or amount allowed by Lender, then any excess funds will revert to Seller. Seller will also provide or pay for all of Seller's transaction costs. If no Closing, Buyer is responsible for Buyer's transaction costs and Seller responsible for Seller's transaction costs.

7. FINANCE: Buyer's obligation under this Contract ☒ is ☐ is not contingent upon obtaining financing of a ☒ 30 year or ☐ 15 year or ☐ other _____ purchase money loan at reasonable prevailing market terms with loan(s) equal in amounts to a minimum 96.500 % of the Purchase Price or Appraised Value whichever is lower. ("Financing Contingency"). Financing Contingency expires at Closing ("Financing Period"). Buyer must make timely good faith efforts to apply for and obtain financing while refraining from contrary actions ("Financing Effort"). In a timely manner, Buyer shall inform Seller and Brokers of pertinent financing issues and authorize their Lender to disclose pertinent loan information to Seller and Brokers ("Financing Disclosure"). Buyer shall apply for financing within 7 Business Days from the

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Effective Date and shall provide the Seller with reasonable satisfactory written loan approval that contains no credit, income, or asset conditions within n/a Business Days from the Effective Date. Final loan approval occurs when Lender transfers funds. If a Lender subsequently declines or fails to approve financing, the Buyer shall notify the Seller and Brokers as soon as possible. If the Seller and Brokers are notified of inability to obtain financing during the Financing Period, either Party may terminate this Contract by Notice and Earnest Money shall be returned to the Buyer.
Lender (may change): SUMMIT FUNDING ☒ FHA ☐ VA ☐ Conventional ☐ Seller ☐ Other _____. An FHA VA Financing Addendum ☐ is ☒ is not attached. Additional financing terms ☐ are ☐ are not attached.

8. REPAIR PROCEDURE:

Parties agree upon Repair Procedure unless a Due Diligence Addendum is agreed upon and attached to Contract.

(A) Buyer at Buyer's expense shall have the privilege and responsibility of inspecting the structure, square footage, environmental concerns including but not limited to mold, radon gas, lead based hazards including lead based paints, wetlands study, appurtenant buildings, heating systems, air conditioning systems, electrical systems, plumbing systems, water supply systems, water waste systems, as well as, appurtenant equipment or appliances. All repair procedure inspections shall be completed by March 15 2015 , _____. In the event repairs are necessary to place the heating systems, air conditioning systems, electrical systems, plumbing systems, water supply systems, water waste systems to be conveyed in operative condition, to make the roof free of leaks, to address environmental concerns and to make the improvements structurally sound (Repair Requests); the Seller shall be Delivered Notice in writing of the specific defects or deficiencies no later than 2 Business Days after the repair procedure inspection date mentioned above. If the Buyer fails to notify the Seller within this timeframe, Buyer shall have waived any and all rights under terms of this section. If Lender's commitment requires any additional inspections or certifications, these are to be provided by the Buyer.

(B) Upon Delivered Notice of the Repair Requests, Seller has n/a Business Days to reply to the Buyer's Repair Requests. The costs of all repairs to heating systems, air conditioning systems, electrical systems, plumbing systems, water supply systems, water waste systems making these systems operable, make roof free of leaks, address environmental concerns, and to make the improvements structurally sound to be paid by Seller. If the Seller agrees to make the repairs, the Parties agree to proceed under Contract. If the Seller does not agree to make these Seller paid repairs, the Buyer shall have 2 Business Days to choose any of the following options (1) accept the Property in its present condition, (2) negotiate with the Seller for the payment of these repairs/price or (3) terminate this Contract and receive their Earnest Money. The repairs to any other items are the sole responsibility of the Buyer. The obligations of the Seller for repairs terminate upon Closing.

SHOULD BUYER FAIL TO REACH A NEW/AMENDED CONTRACT OR TERMINATE THE CONTRACT: The Buyer agrees to buy and Seller agrees to sell the Property AS IS. Parties agree "As Is" means Buyer buys the Property for the Purchase Price while Seller maintains the Property from the Effective Date through Closing subject to normal wear without repair or replacement and sells the Property for the Purchase Price unless otherwise agreed upon in writing by the Parties in this Contract.

IF A DUE DILIGENCE ADDENDUM IS SIGNED, DATED AND TIMED BY ALL PARTIES; THE PARTIES AGREE THAT THE LANGUAGE IN THE DUE DILIGENCE ADDENDUM SHALL REPLACE THE REPAIR PROCEDURE LANGUAGE IN THIS SECTION AND THE PARTIES AGREE THAT THIS TRANSACTION SHALL BE CONDUCTED IN ACCORDANCE WITH THE DUE DILIGENCE ADDENDUM WHICH GRANTS THE BUYER A UNILATERAL RIGHT TO INSPECT THE PROPERTY AND TERMINATE FOR ANY REASON WITH WRITTEN NOTICE AND PAYMENT OF A FEE IN A PERIOD.

9. INSPECTION/REINSPECTION RIGHTS: Buyer and SC licensed and insured inspectors ("Inspectors") can reasonably perform any reasonable ultimately non-destructive examination and make reasonable record of the Property with reasonable Notice to Seller through Closing including investigations of off-site conditions and any issues related to the Property at Buyer Expense ("Inspections"). Buyer and persons they choose may make reasonable visual observations of Property.

Sellers will make the Property accessible for Inspection and not unreasonably withhold access, unless otherwise agreed in writing by the Parties. Seller will keep all utilities operational through Closing unless otherwise agreed:

☒ **Seller grants Buyer permission to connect utilities, pay for utilities, and hire professionals (e.g. electricians, plumbers) to safely connect and operate the utilities during the Inspections.**

☐ **Other** _____ ☐ **see attached.**

[KB] BUYER [_____] BUYER [DocuSigned] SELLER [_____] SELLER HAVE READ THIS PAGE

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Karen Baber

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Buyer will hold harmless, indemnify, pay damages and attorneys fees to Seller and Brokers for all claims, injuries, and damages arising out of the exercise of these rights. Seller will hold harmless, indemnify, pay damages and attorneys fees to Brokers for all claims, injuries, and damages arising out of the exercise of these rights. Brokers recommend that Parties obtain all inspections as soon as possible. Brokers recommend that Parties and Inspectors use insurance to manage risk.

10. APPRAISED VALUE:

☒ This Contract is contingent upon the Property being valued according to the Lender's appraisal or other appraisal as agreed upon by the Parties ("Appraised Value") for the Purchase Price or higher. If the Parties are made aware that the Appraised Value is less than the Purchase Price and the Seller Delivers Notice to the Buyer within 5 Business Days or Closing (whichever earliest) of an amendment to reduce the Purchase Price to the Appraised Value, the Parties agree to proceed to Closing under terms of this Contract with the Purchase Price amended to be the Appraised Value. Otherwise, Buyer may proceed to Closing or terminate this Contract by Delivering Notice of Termination to the Seller whereupon the Earnest Money will be returned to Buyer.

☐ This Contract is **not** contingent upon the Property being valued at an Appraised Value according to the Lender's appraisal or other appraisal as agreed upon by the Parties for the Purchase Price or more.

11. WOOD INFESTATION REPORT: If the Property to be sold has been previously occupied, this Contract is contingent upon the ☒ Buyer ☐ Seller having the Property inspected at their expense by a qualified/licensed/bonded pest control operator selected by the ☒ Buyer ☐ Seller and Delivery to Closing of a CL100 Wood Infestation Report dated no earlier than 30 calendar days prior to Closing and no later than 10 calendar days prior to Closing. If the Buyer is responsible for having the Property inspected as indicated above, but does not have the Property timely inspected for the report's required Delivery time frame, the Buyer waives any and all rights under the terms of this section. The Seller makes no warranties with regard to matters covered by such infestation report or any other improvement unless specifically stated in this Contract.

If the infestation report reveals the presence or indication of or damages by termite infestation or other wood destroying organisms, Seller shall remedy such deficiencies and shall furnish the Buyer with an infestation report by a qualified/licensed/bonded pest control operator (dated no earlier than 30 calendar days prior to Closing) that the Property is free from infestation or any damage herein mentioned; or documentation that the infestation has been treated and damage has been repaired as appropriate in a workmanlike manner on or before closing and reported by an appropriate licensee. State law and regulations control CL100 issues. If the Seller does not make the repairs and treatment, the Buyer shall have the option to (1) accept the Property in its present condition, (2) negotiate with the Seller for the payment of these repairs and treatment, or (3) terminate this Contract by Delivering Notice of Termination to the Seller whereupon the Earnest Money will be returned to Buyer. If the Property to be sold has not been previously occupied, Seller shall certify that the Dwelling has been treated by soil poisoning for the prevention of termites and other wood destroying organisms and shall provide at Closing to the Buyer a written certification from a qualified/licensed/bonded pest control operator. The obligations of the Seller under this Section terminate after the Closing.

12. SURVEY, TITLE EXAMINATION, INSURANCE: Brokers recommend Buyer have Property surveyed, title examined, and appropriate insurance (including owner's title) effective at Closing. Seller to cancel existing insurance and Buyer to obtain new insurance policies by Closing unless otherwise agreed upon in writing by Parties. Flood insurance, if required by Lender or at Buyer's option, shall be assigned to Buyer with permission of carrier and premium prorated to Closing. Buyers are solely responsible to investigate pricing and requirements of insurance for the property prior to signing Contract.

13. SURVIVAL: If any provision herein contained which by its nature or effect is required to be observed, kept, or performed after Closing, it will survive the Closing and remain binding upon for the parties hereto until fully observed, kept or performed.

14. HOME WARRANTY COMPANY OPTIONAL COVERAGE ("HWC"): Parties agree that a Home Warranty ordered by N/A with at least twelve months of coverage after Closing Date ☐ will ☒ will not be provided by Closing and $ N/A will be paid by N/A to the Home Warranty Company. Buyer to pay any deficit and surplus reverts to payor.
Proposed HWC and type of HWC: N/A

15. FIRE OR CASUALTY OR INJURY: In case the Property is damaged wholly or partially by fire or other casualty prior to Closing, Buyer will have the right for 5 Business Days after Notice of damage to Deliver Notice of Termination to the Seller. If Buyer does not Deliver Notice of Termination, the Parties proceed according to the Contract and Seller is to be

[ ]BUYER [ ]BUYER [ ]SELLER [ ]SELLER HAVE READ THIS PAGE

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responsible to (1) repair all damage, (2) remit to Buyer an amount for repairs, or (3) assign to Buyer the right to all proceeds of insurance and remit any deductible amount applicable to such casualty. If Buyer or Inspections caused the damage, Buyer is responsible for indemnifying Seller for damages. Brokers and Parties should ensure that they are protected by appropriate risk management strategies such as insurance.

16. SC RESIDENTIAL PROPERTY CONDITION DISCLOSURE STATEMENT ("CDS") [check one]:

☒ Buyer and Seller agree that Seller has delivered prior to this Contract, a CDS to Buyer, as required by SC Code of Laws Section 27-50-10 et seq. If after delivery, Seller discovers a CDS material inaccuracy or the CDS becomes materially inaccurate due to an occurrence or circumstance; the Seller shall promptly correct this inaccuracy by delivering a corrected CDS to the Buyer or making reasonable repairs prior to Closing. Buyer understands the CDS does not replace Inspections. Buyer understands and agrees the CDS contains only statements made by the Seller. Parties agree the Brokers are not responsible nor liable for any information in the CDS and the Brokers have met requirements of SC Code 27-50-70.

☐ Buyer and Seller agree that Seller will **NOT** complete nor provide a CDS to Buyer in accordance with SC Code of Law, as amended, Section 27-50-30, Paragraph (13).

17. LEAD BASED PAINT/LEAD HAZARDS: If Property was built or contains items created prior to 1978, it may contain lead based hazards and Parties agree to sign "Disclosure of Information of Lead Based Paint and/or Lead Hazards" forms and give copies to Brokers. Parties acknowledge receiving and understanding the EPA pamphlet "Protect Your Family From Lead in Your Home."

18. CRIME/MEGAN LAW: Parties agree that Brokers are not responsible for obtaining or disclosing information in the SC Sex Offender Registry and no course of action may be brought against any Brokers for failure to obtain or disclose sex offender or criminal information. Buyer and Seller agree that they have sole responsibility to obtain their own sex offender, death, clandestine laboratory, and crime information from appropriate law enforcement officials or information sources.

19. TRUST ACCOUNT INTEREST/CHARITABLE CONTRIBUTION: According to the rules and regulations of the South Carolina Real Estate Commission and the Code of Laws of South Carolina, as amended, any interest earned on Buyer's earnest money deposit would belong to Buyer until the closing of the transaction referenced in this Contract. It is understood that Broker ☐ may ☒ may not place deposited earnest monies into an interest bearing trust account. If Buyer's earnest money deposit is deposited into an interest bearing trust account, Broker will retain all interest earned in said account and may contribute some or all to a charitable enterprise.

20. SC INCOME TAX ON NON-RESIDENT GAIN AND COMPLIANCE AND USA FEDERAL INCOME TAX: Seller and Buyer will comply with the provisions of the SC Code 12-8-560 (as amended) regarding state income tax withholding requirements if the Seller is not a resident or has not filed SC state income tax returns. Seller and Buyer will comply with United States of America federal income tax laws. Seller and Buyer should discuss tax laws and minimization actions with their qualified tax advisor. Parties will comply with all local, state, federal laws, and any rules.

21. ENTIRE AND BINDING AGREEMENT (MERGER CLAUSE): Parties agree that this Contract expresses the entire agreement between the parties, that there is no other agreement, oral/otherwise, modifying the terms and this Contract is binding on Parties and principals, heirs, personal representatives, successors, and assigns. Illegal provisions are severable.

22. ADJUSTMENTS: Buyer and Seller agree to settle or prorate, annually or as appropriate; as of Closing Date: (A) utilities and waste fees issued after Closing which include service for time Property was owned/occupied by Seller (B) real estate taxes and owner association fees/assessments for the calendar year of Closing (C) any rents, deposits, fees associated with leasing (D) insurance, EMS service, fuel/consumables, and assessments. Closing Attorney shall make tax proration based on the available tax information deemed reliable by the Closing Attorney. Should the tax or tax estimate or proration later become inaccurate or change, Buyer and Seller shall make any financial adjustments between themselves once accurate tax information is available. This section survives Closing. Buyer is solely responsible for minimizing the Buyer's taxes and obtaining tax minimization procedural information including related legal counsel and financial counsel.

23. DEFAULT:

(A) If Seller defaults in the performance of any of the Seller's obligations under this Contract ("Default"), Buyer may:

(i) Deliver Notice of Default to Seller and terminate Contract and

(ii) Pursue any remedies available to Buyer at law or equity and

(iii) Recover attorneys' fees and all other direct costs of litigation if Buyer prevails in any action against Seller.

[KB] BUYER [_____] BUYER [DocuSigned] SELLER [_____] SELLER HAVE READ THIS PAGE

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(B) If Buyer defaults in the performance of any of the Buyer's obligations under this Contract ("Default"), Seller may:
(i) Deliver Notice of Default to Buyer and terminate Contract and
(ii) Pursue any remedies available to Seller at law or equity and
(iii) Recover attorneys' fees and all other direct costs of litigation if Seller prevails in any action against Buyer.
(C) If either/both Parties default, Parties agree to sign an escrow deposit disbursement agreement or release agreement.
(D) Parties may agree in writing to allow a Cure Period for a default. If within the Cure Period, either Party cures the Default and Delivers Notice, Parties shall proceed under the Contract.

24. MEDIATION CLAUSE: Mediation is an alternative dispute resolution system and may help avoid potentially expensive and lengthy litigation. The mediation participants voluntarily decide their settlement with the mediator facilitating their decisions and documentation of the settlement. Mediation is not binding arbitration. The mediator does not decide the outcome. The mediation participants make their own decisions include reaching or not reaching a settlement. Any dispute, claim, breach, or services issues relating to this Contract shall be submitted to mediation in accordance with the Procedures of the Dispute Resolution System of the NATIONAL ASSOCIATION OF REALTORS® (info@SCREALTORS.org 1-800-233-6381). Disputes include representations made by any Party, Broker, person or entity in connection with the sale, purchase, financing, condition or any other aspect of the Property, including without limitation allegations of concealment, misrepresentation, negligence or fraud. Any agreement signed by the Parties pursuant to mediation is binding. This mediation clause shall survive the Closing Date. The following matters are excluded from mediation herein: (a) judicial or non-judicial foreclosure or other action or proceeding to enforce a deed of trust, mortgage, or land contract; (b) an unlawful detainer action; (c) the filing or enforcement of a mechanic's lien; (d) any matter which is within the jurisdiction of a probate court; (e) the filing of a interpleader action to resolve earnest money disputes. The filing of a judicial action to enable the recording of a notice of pending action, for order of attachment, receivership, injunction, or other provisional remedies, shall not constitute a waiver of the right to mediate under this provision, nor shall it constitute a breach of the duty to mediate.

25. NON-RELIANCE CLAUSE (NOT A MERGER CLAUSE NOR EXTENSION OF A MERGER CLAUSE): Parties execute this Contract freely and voluntarily without reliance upon any statements, representations, inducements, promises, or agreements by Brokers or Parties except as expressly stipulated or set forth in this Contract. If not contained herein, such statements, representations, inducements, promises, or agreements shall be of no force or effect. Parties acknowledge that Brokers are being retained solely as licensed real estate agents and not as any attorney, tax/financial advisor, appraiser, surveyor, engineer, mold or air quality expert, home inspector, or other professional service provider.

26. BROKER DISCLAIMER: Parties acknowledge that Brokers give no warranties or representations of any kind, expressed or implied as to: (1) condition of the Property, including but not limited to termites, radon, mold, asbestos, moisture, environmental issues, water, waste, air quality, HVAC, utilities, plumbing, electrical or structure, etc. (2) condition of the Property, survey or legal matters, square footage (3) off site conditions; (4) schools (5) title including but not limited to easements, encroachments, projections, encumbrances, restrictions, covenants, setbacks, and the like (6) fitness for a particular purpose of the Property or the Improvements (7) zoning ordinances and restrictions (8) projected income, value, marketability, taxes, insurance, or other possible benefits to Buyer. Parties consent that their Brokers may communicate with them via any means; and use or disclose information not made confidential by written instruction of Parties.

27. BROKERS COMPENSATION: Parties direct Closing Attorney to use settlement funds to collect and disburse Brokers Compensation to Brokers in accordance with agreements and document compensation on the settlement statement. If a Party disputes Brokers Compensation, that Party agrees to retain a SC law firm to escrow only the disputed amount of Brokerage Compensation until the dispute is resolved by a written agreement signed by that Party and the Affected Broker, arbitration award, or court order. Party requesting the escrow shall pay all costs for escrow. If the dispute is not resolved within 180 calendar days of Closing, the escrow shall be disbursed to the Broker. Parties agree that Brokers are third party beneficiaries to this Contract and have standing to seek remedies at law and equity. Parties represent that their only enforceable agency agreements are with the Brokers disclosed in this Contract. Parties consent to Brokers possibly receiving compensation from the HWC and/or others if compensation is paid by in accordance with laws and REALTOR® ethics. NOTICE: THIS IS TO GIVE YOU NOTICE THAT BROKERS HAVE/WILL/MAY RECEIVE COMPENSATION FROM HWC/OTHERS FOR REFERRAL/PROCESSING. YOU ARE NOT REQUIRED TO PURCHASE A HWC OR SIMILAR RESIDENTIAL SERVICE CONTRACT AND IF YOU CHOOSE TO PURCHASE SUCH COVERAGE YOU ARE FREE TO PURCHASE IT FROM ANOTHER PROVIDER.

28. ATTACHMENTS, OTHER CONTINGENCIES, TERMS, AND/OR STIPULATIONS: There may be attachments to this Contract. The most recent changes, amendments, attachments, contingencies, stipulations, addendum, additions, exhibits, or writings, agreed to by the Parties; is evidence of the Parties' intent and agreement and shall control any

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Contract language conflicts. If any documents are attached as addenda, amendments, attachments, or exhibits considered part of this Agreement, they are further identified or described here:
PROPERTY TO BE SOLD "AS-IS, WHERE-IS, WITH ALL FAULTS." CONTRACT CONTINGENT UPON APPROVAL AND ACCEPTANCE OF LENDER.

29. NOTICE AND DELIVERY: Notice is any unilateral communication (offers, counteroffers, acceptance, termination, unilateral requests for better terms, and associated addenda/amendments) from one Party to the other. Notice to/from a Broker representing a Party is deemed Notice to/from the Party. All Notice, consents, approvals, counterparts, and similar actions required under Contract must be in paper or electronic writing and will be effective as of delivery to the Notice address/email/fax written below and awareness of receipt by Broker ("Delivered") unless Parties agree otherwise in writing.

30. PARTIES ARE SOLELY RESPONSIBLE FOR OBTAINING LEGAL ADVICE PRIOR TO SIGNING THIS CONTRACT AND DURING THE TRANSACTION. REAL ESTATE LICENSEES RECOMMEND OBTAINING LEGAL COUNSEL.

Parties acknowledge receiving, reading, reviewing, and understanding: this Contract, the Agency Disclosure, any agency agreements, and copies of these documents. Parties acknowledge having time and opportunity to review all documents and receive legal counsel from their attorneys prior to signing Contract.

31. EXPIRATION OF OFFER: When signed by a Party and intended as an offer or counter offer, this document represents an offer to the other Party that may be rescinded any time prior to or expires at _____ ☐ AM ☐ PM on _____, _____ unless accepted or counter-offered by the other Party in written form Delivered prior to such deadline.

IN WITNESS WHEREOF, this Contract has been duly executed by the Parties as true to the best of their knowledge/ belief. If signee is not a Party, appropriate legal documents (e.g. Power of Attorney, Corporate Authorization) are ☐ attached or ☐ to be Delivered within _____ Business Days.

Parties shall initial and date all changes in this Contract and initial all pages.

BUYER: Karen Baber 2/19/2015 | 3:12 PM ET **Date:** _____ **Time:** _____
Karen Baber

WITNESS: Jonathan Garvey 2/19/2015 | 8:28 AM PT **Date:** _____ **Time:** _____

BUYER: _____ **Date:** _____ **Time:** _____

WITNESS: _____ **Date:** _____ **Time:** _____

NOTICE ADDRESS/EMAIL/FAX: _____

SELLER: Gloria A. Long-Robinson **Date:** 2/20/15 **Time:** 10:11AM
Gloria A. Long-Robinson

WITNESS: _____ **Date:** _____ **Time:** _____

SELLER: _____ **Date:** _____ **Time:** _____

WITNESS: _____ **Date:** _____ **Time:** _____

NOTICE ADDRESS/EMAIL/FAX: _____

REALTOR® is the registered collective membership mark which may be used only by those real estate licensees who are members of the NATIONAL ASSOCIATION OF REALTORS® and who subscribe to its strict professional Code of Ethics. The South Carolina Association of REALTORS® (SCR) owns copyright to the content of this form and expressly prohibits the display, distribution, duplication, transmission, alteration, or reproduction of any part of SCR copyright content as well as the use of the name "South Carolina Association of REALTORS®" in connection with any written or electronic format without the prior written consent of SCR. SCR makes no representation as to the legal adequacy of this form or the information added for a specific transaction and recommends that Parties consult a SC attorney prior to signing to ensure the completed form meets your legal need.

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ESCROW AGENCY ACKNOWLEDGEMENT SIGNATURE: Connie Delaney

ESCROW AGENT NAME (BROKER IN CHARGE/OTHER): Allen Tate Realtors

DESCRIBE ESCROW AGENCY (BROKERAGE/LAW FIRM/OTHER): _____

ESCROW AGENT CONTACT INFO: 803-230-3897

_____

INVOLVED AS: ☐ BUYER AGENT ☐ SELLER SUBAGENT ☐ DUAL AGENT ☒ BUYER DESIGNATED AGENT*

LICENSEE: JONATHAN GARVEY SC LICENSE # 38254 EXPIRES 06/30/2016

BROKER IN CHARGE: COLLEEN P. COESENS SC LICENSE # 52849 EXPIRES 06/30/2015

BROKERAGE COMPANY NAME: ALLEN TATE REALTORS

MEMBERS OF: PIEDMONT REGIONAL ASSOCIATION/BOARD OF REALTORS®

NOTICE ADDRESS: 1602 EBENEZER ROAD ROCK HILL SC 29732

NOTICE EMAIL/FAX: 800-936-1966

MOBILE PHONE: (803)448-1307 OFFICE PHONE: (803)324-1185 OTHER: _____

INVOLVED AS: ☐ SELLER AGENT ☐ SELLER SUBAGENT ☐ DUAL AGENT ☒ SELLER DESIGNATED AGENT*

LICENSEE: ROBERT A. OUZTS SC LICENSE # 22059 EXPIRES 06/30/2015

BROKER IN CHARGE: COLLEEN P. COESENS SC LICENSE # 52849 EXPIRES 06/30/2015

BROKERAGE COMPANY NAME: ALLEN TATE REALTORS

MEMBERS OF: PIEDMONT REGIONAL ASSOCIATION/BOARD OF REALTORS®

NOTICE ADDRESS: 1602 EBENEZER ROAD ROCK HILL SC 29732

NOTICE EMAIL/FAX: 800-940-8320

MOBILE PHONE: (803)370-2406 OFFICE PHONE: (803)324-1185 OTHER: _____

***DESIGNATED AGENCY - THE BROKER-IN-CHARGE AND ALL ASSOCIATED LICENSEES, EXCEPT THE DESIGNATED AGENTS, ARE DUAL AGENTS.**

[LB] BUYER [_____] BUYER [JGR] SELLER [_____] SELLER HAVE READ THIS PAGE

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Karen Baber

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PROFESSIONAL SERVICES DISCLOSURE AND ELECTION

Property Address: 255 Rolling Ridge ("Property")
Buyer or Seller: _____
Real Estate Firm: _____ ("Firm")

1. There are professional services that typically are performed in connection with the purchase and sale of real estate. Buyer or Seller understands that Firm cannot give advice in certain matters that may relate to the purchase or sale of the Property, including but not limited to matters of law, taxation, financing, surveying, wood-destroying insect infestation, structural soundness of engineering.

2. Buyer or Seller acknowledges Firm has recommended that Buyer or Seller consult with a professional for an opinion regarding each service listed below to be performed pursuant to Buyer or Seller's purchase or sale of the Property. Regarding each such service, Buyer or Seller has either selected the service provider listed or elected not to have the service performed. Although Firm may provide Buyer or Seller the names of providers who claim to perform services in one or more of the listed areas, Buyer or Seller understands that Firm cannot guarantee the quality of service or level of expertise of any such provider. Buyer or Seller agrees to pay the full amount due for all services directly to the service provider whether or not the transaction closes.

Service	Selected (initial)	Waived (initial)	Name(s) of Service Provider(s)	Who Orders
Accountant/CPA /Tax Advisor				
Appraisal				
Attorney/Title Exam/Closing	DS kB		Gilden Law	
NFIP Elevation Certificate				
Home Inspections				
Home Warranty				
Mortgage Loan	DS kB		Summit Funding	
Property Insurance				
Radon Inspection				
Septic Inspection				
Survey* (see note below)				
Title Insurance				
Well/Water Inspection				
Wood Infestation				

DS kB

REALTOR®

Individual Agent initials _____ Buyer or Seller initials _____

EXHIBIT

B

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3. Buyer or Seller hereby agrees to indemnify and hold Allen Tate Realtors, its assigns, successors, employees and agents harmless from and against any and all liability, claim, loss, damage, suit, or expense that Firm may incur either as a result of Buyer or Seller's selection and use of any of the listed service providers or Buyer or Seller's election not to have one or more of the listed services performed.

*NOTE REGARDING SURVEYS: Situations arise all too often that could have been avoided if the buyer had obtained a new survey from a SC registered surveyor. A survey will normally reveal such things as encroachments on the Property from adjacent properties (fences, driveways, etc.); encroachments from the Property onto adjacent properties; road or utility easements crossing the Property; violations of set-back lines; lack of legal access to a public right-of-way; and indefinite or erroneous legal descriptions in previous deeds to the Property. Although title insurance companies may provide lender coverage without a new survey, the owner's policy contains an exception for easements, set-backs and other matters which would have been shown on a survey. Many such matters are not public record and would not be included in an attorney's title examination. In addition, if the buyer does not obtain their own survey, they would have no claim against a surveyor for inaccuracies in a prior survey.

THE ALLEN TATE COMPANY, INC MAKES NO REPRESENTATION AS TO THE LEGAL VALIDITY OR ADEQUACY OF ANY PROVISION OF THIS FORM IN ANY SPECIFIC TRANSACTION.

DocuSigned by:
Karen Baker
1897DD3EA89F465...
Buyer or Seller

Date: _____

_____
Buyer or Seller

Date: _____

Entity Buyer or Seller:

_____
(Name of LLC/Corporation/Partnership/Trust/etc.)

By: _____

Name: _____

Title: _____

_____
Signature of individual agent

_____
Real Estate Firm (print name)

Date: _____

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STATE OF South Carolina

COUNTY OF York

GENERAL RELEASE

THIS RELEASE is executed this 1 day of July 2015 by the undersigned.

WITNESSETH:

In consideration of payment in the sum of $1029.00 to Karen Baber ("Seller(s)"), Seller(s) does hereby release and forever discharge Allen Tate Co., Inc., its parent entities, predecessors, successors and assigns, officers, directors, brokers, agents, employees and related and affiliated companies, from any and all, and all manner of, disputes, actions, claims, demands, and liabilities whatsoever in law or equity, including complaints to any professional association and/or commission, and claims for contribution and indemnification, arising from and by reason of any and all known and unknown, foreseen and unforeseen, injuries and damages, and the consequences thereof, related to and associated with the Offer to Purchase and Contract dated February 15, 2015 and any and all transactions and circumstances regarding the property located at 255 Rolling Ridge Road, Rock Hill, South Carolina.

It is understood that the payment stated herein is a good will gesture on the part of Allen Tate Co., Inc. and does not constitute admission of liability or responsibility with regard to the matters stated herein or the matters in dispute between the parties.

As further consideration of the above payment Seller(s) agrees not to disclose the terms of this settlement and release to any person, firm or entity unless ordered by a court of appropriate jurisdiction.

IN WITNESS WHEREOF, the undersigned have executed this Release Agreement as of the day and year first above written.

Karen Baber 7/1/15

COLLEEN P. (SEAL)
NOTARY PUBLIC
MY COMMISSION EXPIRES 7/10/2024
SOUTH CAROLINA

CHARLOTTE/311174v1

EXHIBIT
C
000827

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allen tate Realtors

WALK-THROUGH ACKNOWLEDGEMENT

This Acknowledgement is made part of the Agreement dated Feb. 19, 15
between Karen Baker **(Buyer)**
and Gloria Long-Robinson **(Seller) for**
255 Rolling Ridge Rd. Rock Hill SC 29730 **(the "Property").**

Buyer(s) Acknowledgement (Initials)

KB Buyer(s) has completed the walk through and verifies that the Property is in the same or similar condition, absent normal wear and tear, that it was at the time of the execution of the Agreement.

_____ Buyer(s) has completed the walk through and found the following material adverse change(s) in the condition of the Property. Seller(s) to restore Property to condition at the time of the execution of the Agreement. Upon completion by Seller(s), Buyer(s) to take an additional walk through to verify all is in satisfactory condition.

_____

_____

_____

KB Buyer(s) has completed the walk through and reviewed the issues referenced in the Repair Agreement. Buyer accepts repairs and condition of Property.

_____ Buyer(s) has completed the walk through and, upon review of the issues referenced in the Repair Agreement, find the following issues unresolved and/or unsatisfactory. Seller(s) agrees to make corrections on or before _____.

_____

_____

_____

Buyer: Karen Baker 5-28-19 Seller: _____
Date Date

Buyer: _____ Seller: _____
Date Date

EXHIBIT
D
000828

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HELP FOR AMERICA'S HOMEOWNERS.

MAKING HOME AFFORDABLE

SPS SELECT PORTFOLIO SERVICING, Inc.

Closing Instructions
(To be completed at closing)

1. Closing must take place on or before February 26, 2015 or this approval will be void. If an extension is requested and/or approved, our approval may result in per diem interest being charged through the closing.
2. The approved buyer for this transaction is Karen Baber and the gross sales price of the property is $145,000.00.
3. Another buyer cannot be substituted without prior written approval from SPS.
4. The following closing costs that have been negotiated and agreed upon are:

   a. Maximum Real Estate commission/fees paid: $8,700.00
   b. Maximum cash allowed to Seller (if pre-approved by SPS): $0.00

5. Minimum Net proceeds to SPS can be no less than $135,055.29 and must be remitted via certified funds so that our office is in receipt on or before February 26, 2015. Remittance Instructions are attached.
6. The property is being sold in "AS-IS" condition.
7. The Buyer and Seller represent that the transaction is an "arm's length" transaction and neither party is related by family, marriage or commercial enterprise.
8. The Buyer agrees that the property will not be sold within 30 days of the closing and will not be sold within 31 to 90 days of the closing for a gross sales price greater than 120% of the gross sales price of this transaction.
9. Prior to releasing any funds to subordinate lien holders/mortgages, the closing agent must obtain written commitment from the subordinate lien holder certifying that it will release the Seller (Borrower) from any and all deficiency rights while agreeing to do so without the requirement of a promissory note and/or seller cash contribution at the point in which the agreed upon payoff amount is received by their office.
10. A final HUD-1 must be executed by both the Buyer(s) and Seller(s) represented in the transaction and returned to SPS within one (1) business day of the closing.
11. The enclosed **HAFA Affidavit** must be executed by both the Buyer(s) and Seller(s) represented in the transaction and returned to SPS within one (1) business day of the closing.
12. Unless already provided to SPS, the enclosed **Hardship Affidavit** must be completed and executed by the Seller(s) and returned to SPS within one (1) business day of the closing.

By signing this document, you state that you understand and agree to comply with the terms and conditions outlined above. Additionally, you are certifying that this document and any other documents that have been used in conjunction with obtaining our approval and the closing of this transaction have been signed with your consent and are true and correct. Any misrepresentation and/or misstatement will void our approval of the sale and may subject you to potential criminal investigation and prosecution.

Seller	Date	Seller	Date
Karen Baber 2-12-15			
Buyer	Date	Buyer	Date
Closing Agent	Date	Notary Stamp:	

EXHIBIT
E
000829

OMB Approval No. 2502-0265

A. Settlement Statement (HUD-1)

B. Type of Loan

1. [X] FHA 2. [ ] RHS 3. [ ] Conv. Unins. 4. [ ] VA 5. [ ] Conv. Ins.	6. File Number: BABE0022	7. Loan Number: CNL1412X614460	8. Mortgage Insurance Case Number: 461-6145927-703

C. **Note:** *This form is furnished to give you a statement of actual settlement costs. Amounts paid to and by the settlement agent are shown. Items marked "(p.o.c.)" were paid outside the closing; they are shown here for informational purposes and are not included in the totals.*

D. Name and Address of Borrower:	E. Name and Address of Seller:	F. Name and Address of Lender:
KAREN K. BABER 3356 GOODPLACE ROCK HILL, SC 29732	GLORIA A. LONG-ROBINSON 3221 KELOX ROAD GWYNN OAK, MD 21207	SUMMIT FUNDING, INC. 2241 HARVARD STREET, SUITE 200 SACRAMENTO, CA 95815

G. Property Location:	H. Settlement Agent:	I. Settlement Date:
255 ROLLING RIDGE ROAD ROCK HILL, SC 29730 York County, South Carolina COUNTRY CLUB ESTATES	Gillen Law Firm, PA 1803 Ebenezer Road Rock Hill, SC 29732 Ph. (803)327-1105 **Place of Settlement:** 1803 Ebenezer Road Rock Hill, SC 29732	May 29, 2015

J. Summary of Borrower's transaction		K. Summary of Seller's transaction	
100. Gross Amount Due from Borrower:		**400. Gross Amount Due to Seller:**	
101. Contract sales price	145,000.00	401. Contract sales price	145,000.00
102. Personal property		402. Personal property	
103. Settlement Charges to Borrower (Line 1400)	7,036.81	403.	
104.		404.	
105.		405.	
Adjustments for items paid by Seller in advance		**Adjustments for items paid by Seller in advance**	
106. City/Town Taxes to		406. City/Town Taxes to	
107. County Taxes to		407. County Taxes to	
108. Assessments to		408. Assessments to	
109.		409.	
110.		410.	
111.		411.	
112.		412.	
120. Gross Amount Due from Borrower	152,036.81	**420. Gross Amount Due to Seller**	145,000.00
200. Amounts Paid by or in Behalf of Borrower		**500. Reductions in Amount Due Seller:**	
201. Deposit or earnest money	500.00	501. Excess deposit (see instructions)	
202. Principal amount of new loan(s)	142,023.00	502. Settlement charges to Seller (Line 1400)	8,774.20
203. Existing loan(s) taken subject to		503. Existing loan(s) taken subject to	
204. Lender Credit-appraisal overpayment	7.00	504. Payoff First Mortgage to JPMorgan Chase Bank, NA	135,055.29
205. Gift Funds	10,000.00	505. Payoff Second Mortgage	
206.		506. Dep. retained ($500.00)	500.00
207.		507.	
208.		508.	
209.		509.	
Adjustments for items unpaid by Seller		**Adjustments for items unpaid by Seller**	
210. City/Town Taxes to		510. City/Town Taxes to	
211. County Taxes 01/01/15 to 05/29/15	670.51	511. County Taxes 01/01/15 to 05/29/15	670.51
212. Assessments to		512. Assessments to	
213.		513.	
214.		514.	
215.		515.	
216.		516.	
217.		517.	
218.		518.	
219.		519.	
220. Total Paid by/for Borrower	153,200.51	**520. Total Reduction Amount Due Seller**	145,000.00
300. Cash at Settlement from/to Borrower		**600. Cash at settlement to/from Seller**	
301. Gross amount due from Borrower (line 120)	152,036.81	601. Gross amount due to Seller (line 420)	145,000.00
302. Less amount paid by/for Borrower (line 220)	(153,200.51)	602. Less reductions due Seller (line 520)	(145,000.00)
303. Cash [ ] From [X] To Borrower	1,163.70	**603. Cash** [ ] To [ ] From Seller	0.00

* Paid outside of closing by borrower(B), seller(S), lender(L), or third-party(T)

The undersigned hereby acknowledge receipt of a completed copy of this statement & any attachments referred to herein

Borrower KAREN K. BABER

Seller GLORIA A. LONG-ROBINSON by Connie Delaney POA

EXHIBIT F

The Public Reporting Burden for this collection of information is estimated at 35 minutes per response for collecting, reviewing, and reporting the data. This agency may not collect this information, and you are not required to complete this form, unless it displays a currently valid OMB control number. No confidentiality is assured; this disclosure is mandatory. This is designed to provide the parties to a RESPA covered transaction with information during the settlement process.

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L. Settlement Charges

			Paid From Borrower's Funds at Settlement	Paid From Seller's Funds at Settlement
700. Total Real Estate Broker Fees	$ 8,700.00			
Division of commission (line 700) as follows:				
701. $ 4,062.70 to The Allen Tate Company/Roberts Ouzts				
Note: Line 701 Includes Adjustment of	-267.30 For Seller cost pd by listing agt			
702. $ 4,350.00 to The Allen Tate Company/Jonathan Garvey				
703. Commission paid at settlement				
704. Deposit Ret'd By Listing Agent	to The Allen Tate Company/Roberts Ouzts	$500.00 (POC)		7,932.70
705.				
800. Items Payable in Connection with Loan				
801. Our origination charge	$ 1,165.00	(from GFE #1)		
802. Your credit or charge (points) for the specific interest rate chosen	$ -96.56	(from GFE #2)		
803. Your adjusted origination charges		(from GFE #A)	1,068.42	
804. Appraisal fee to APPRAISAL INNOVATIONS		(from GFE #3) P.O.C.$413.00(P)*		
805. Credit Report to ADVANTAGE CREDIT		(from GFE #3)	46.70	
806. Tax service to		(from GFE #3)		
807. Flood certification to		(from GFE #3)		
808. Compliance inspection R to APPRAISAL INNOVATIONS		(from GFE #3) P.O.C.$75.00(P)*		
809.		(from GFE #3)		
810.		(from GFE #3)		
811.		(from GFE #3)		
900. Items Required by Lender to Be Paid in Advance				
901. Daily interest charges from 05/29/15 to 06/01/15	3 @ $17.020000/day	(from GFE #10)	51.06	
902. Mortgage insurance premium for months to FHA		(from GFE #3)	2,098.88	
903. Homeowner's Insurance for 1.0 years to STATE FARM/Rett Rutland		(from GFE #11)	1,059.00	
904.		(from GFE #11)		
905.		(from GFE #11)		
1000. Reserves Deposited with Lender				
1001. Initial deposit for your escrow account		(from GFE #9)	1,130.25	
1002. Homeowner's Insurance 5.000 months @ $ 88.25 per month		$ 441.25		
1003. Mortgage Insurance months @ $ 96.37 per month		$		
1004. Property taxes		$ 1,102.40		
County Taxes 8.000 months @ $ 137.80 per month				
1005.		$		
1006. months @ $ per month		$		
1007. months @ $ per month		$		
1008.		$		
1009. Aggregate Adjustment		$ -413.40		
1100. Title Charges				
1101. Title services and lender's title insurance		(from GFE #4)	1,136.00	
1102. Settlement or closing fee to Gillen Law Firm, PA		$ 375.00		300.00
1103. Owner's title insurance to Investors Title Insurance Co., Inc.		(from GFE #5)	424.50	
1104. Lender's title insurance to Investors Title Insurance Co., Inc.		$ 300.00		
1105. Lender's title policy limit $ 142,023.00				
1106. Owner's title policy limit $ 145,000.00				
1107. Agent's portion of the total title insurance premium to Title One, LLC		$ 434.70		
1108. Underwriter's portion of the total title insurance premium to Investors Title Insurance Co., Inc.		$ 289.80		
1109.		$		
1110.		$		
1111.		$		
1112.		$		
1113.		$		
1200. Government Recording and Transfer Charges				
1201. Government recording charges to Clerk of Court		(from GFE #7)	24.00	
1202. Deed $ 10.00 Mortgage $ 14.00 Releases $ 5.00		Other $		5.00
1203. Transfer taxes		(from GFE #8)		
1204. City/County tax/stamps Deed $ 536.50		Mortgage $		536.50
1205. State tax/stamps Deed $		Mortgage $		
1206.				
1207.				
1300. Additional Settlement Charges				
1301. Required services that you can shop for		(from GFE #6)		
1302.		$		
1303.		$		
1304.		$		
1305.		$		
1400. Total Settlement Charges (enter on lines 103, Section J and 502, Section K)			7,036.81	8,774.20

* Paid outside of closing by borrower(B), seller(S), lender(L), or third-party(T)

By signing page 1 of this statement, the signatories acknowledge receipt of a completed copy of page 2 & 3 of this three page statement.

Gillen Law Firm, PA, Settlement Agent

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Comparison of Good Faith Estimate (GFE) and HUD-1 Charges		Good Faith Estimate	HUD-1
Charges That Cannot Increase	**HUD-1 Line Number**		
Our origination charge	# 801	1,165.00	1,165.00
Your credit or charge (points) for the specific rate chosen	# 802	-96.58	-96.58
Your adjusted origination charges	# 803	1,068.42	1,068.42

Charges That In Total Cannot Increase More than 10%		Good Faith Estimate	HUD-1
Government recording charges	#1201	125.00	24.00
Appraisal fee	# 804	495.00	413.00
Credit report	# 805	30.00	46.70
Compliance Inspection Report	# 808		75.00
Mortgage Insurance Premium	# 902	2,098.88	2,098.88
Title services and lender's title insurance	#1101	1,162.00	1,135.00
Owner's title insurance to Investors Title Insurance Co., Inc.	#1103	150.00	424.50

	Total	4,060.88	4,216.08
	Increase between GFE and HUD-1 Charges	$ 155.20 or	3.82%

Charges That Can Change			Good Faith Estimate	HUD-1
Initial deposit for your escrow account	#1001		957.98	1,130.25
Daily interest charges	# 901	$ 17.020000/day	323.38	51.06
Homeowner's insurance	# 903		840.00	1,059.00

Loan Terms

Your initial loan amount is	$ 142,023.00
Your loan term is	30.00 years
Your initial interest rate is	4.3750 %
Your initial monthly amount owed for principal, interest and any mortgage insurance is	$ 807.47 includes [X] Principal [X] Interest [X] Mortgage Insurance
Can your interest rate rise?	[X] No [ ] Yes, it can rise to a maximum of _____%. The first change will be on _____ and can change again every ___ months after _____. Every change date, your interest rate can increase or decrease by _____%. Over the life of the loan, your interest rate is guaranteed to never be lower than _____% or higher than _____%.
Even if you make payments on time, can your loan balance rise?	[X] No [ ] Yes, it can rise to a maximum of $_____.
Even if you make payments on time, can your monthly amount owed for principal, interest, and mortgage insurance rise?	[X] No [ ] Yes, the first increase can be on _____ and the monthly amount owed can rise to $_____. The maximum it can ever rise to is $_____.
Does your loan have a prepayment penalty?	[X] No [ ] Yes, your maximum prepayment penalty is $_____.
Does your loan have a balloon payment?	[X] No [ ] Yes, you have a balloon payment of $_____ due in ___ years on _____.
Total monthly amount owed including escrow account payments	[ ] You do not have a monthly escrow payment for items, such as property taxes and homeowner's insurance. You must pay these items directly yourself. [X] You have an additional monthly escrow payment of $226.05 that results in a total initial monthly amount owed of $1,033.62. This includes principal, interest, any mortgage insurance and any items checked below: [X] Property taxes [X] Homeowner's insurance [ ] Flood Insurance [ ] [ ] [ ]

Note: If you have any questions about the Settlement Charges and Loan Terms listed on this form, please contact your lender.

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HUD-1 Attachment

Borrower(s): KAREN K. BABER
3356 GOODPLACE
ROCK HILL, SC 29732
Lender: SUMMIT FUNDING, INC.
Settlement Agent: Gillen Law Firm, PA
(803)327-1105
Place of Settlement: 1803 Ebenezer Road
Rock Hill, SC 29732
Settlement Date: May 29, 2015
Property Location: 255 ROLLING RIDGE ROAD
ROCK HILL, SC 29730
York County, South Carolina
COUNTRY CLUB ESTATES

Seller(s): GLORIA A. LONG-ROBINSON
3221 KELOX ROAD
GWYNN OAK, MD 21207

Seller Loan Payoff Details

Payoff First Mortgage **to JPMorgan Chase Bank, NA**

Loan Payoff	As of		
Total Additional Interest		days @	Per Diem
Total Loan Payoff	**135,055.29**		

Adjusted Origination Charge Details

Origination Charge

Origination Fee	1,165.00
to SUMMIT FUNDING, INC.	
Total	**$ 1,165.00**

Origination Credit/Charge (points) for the specific interest rate chosen

Credit/Charge	-96.58
to SUMMIT FUNDING, INC.	
Total	**$ -96.58**
Adjusted Origination Charges	**$ 1,068.42**

Reserves Deposited with Lender

Homeowner's Insurance 5.000 at 88.25 per month	441.25
County Taxes 8.000 at 137.80 per month	1,102.40
Aggregate Adjustment	-413.40
Total	**$ 1,130.25**

Title Services and Lender's Title Insurance Details	BORROWER	SELLER
Title Examination Fee to Gillen Law Firm, PA	175.00	
Title Commitment/Binder Fee to Title One, LLC	125.00	
Document Preparation Fee to Gillen Law Firm, PA	75.00	

WARNING: It is a crime to knowingly make false statements to the United States on this or any similar form. Penalties upon conviction can include a fine and imprisonment. For details see: Title 18 U.S. Code Section 1001 and Section 1010.

(BABE0022.PFD/BABE0022/20)

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Overnight/Handling Fee/Package to Gillen Law Firm, PA		60.00	
CPL Letter Fee to Investors Title Insurance Co.		25.00	
Attorney's Fees to Gillen Law Firm, PA		375.00	
Lender's title Insurance to Investors Title Insurance Co., Inc.		300.00	
	Total	$ 1,135.00	$ 0.00

Settlement or Closing Fee Details *borrower portion also shown above in Title Services and Lender's Title Insurance Details		BORROWER	SELLER
Attorney's Fees to Gillen Law Firm, PA		375.00	
Document Preparation/Deed to Gillen Law Firm, PA			250.00
Wire Fee/Payoff to Gillen Law Firm, PA			50.00
	Total	$ 375.00	$ 300.00

Owner's Title Insurance		BORROWER	SELLER
Owner's Policy Premium to Investors Title Insurance Co., Inc.		424.50	
	Total	$ 424.50	$ 0.00

Lender's Title Insurance *fees also shown above in Title Services and Lender's Title Insurance Details		BORROWER	SELLER
Lender's Policy Premium to Investors Title Insurance Co., Inc.		100.00	
Lender's Endorsement Charges		200.00	
Endorsement	Endorsement Charge		
ALTA Endorsement Form 8.1 (Environmental Protection Lien)	100.00		
ALTA Endorsement Form 9 (Restrictions, Encroachments, Min.)	100.00		
	Total	$ 300.00	$ 0.00

WARNING: It is a crime to knowingly make false statements to the United States on this or any similar form. Penalties upon conviction can include a fine and imprisonment. For details see: Title 18 U.S. Code Section 1001 and Section 1010.

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STATE OF SOUTH CAROLINA

COUNTY OF YORK

IN THE COURT OF COMMON PLEAS
2018-CP-46-01592

KAREN K. BABER,

Plaintiff,

vs.

SUMMIT FUNDING, INC., APPRAISAL INNOVATIONS, LLC, BRIAN L. BLUE, THE GILLEN LAW FIRM, P.A., MICHAEL F. GILLEN, ALLEN TATE CO., INC., COLLEEN COESENS, JONATHAN GARVEY, ROBERT OUZTS, CONNIE DELANEY, and GLORIA LONG-ROBINSON,

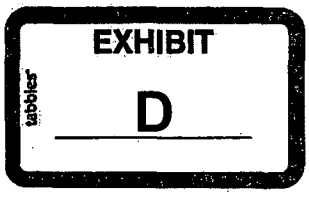
Defendants.

AFFIDAVIT

NOW COMES Thomas L. Ogburn III, being first duly sworn, deposes and says as follows:

1. I am an attorney with Poyner Spruill LLP, attorneys for Defendants Allen Tate Co., Inc., Colleen Coesens, Jonathan Garvey, Robert Ouzts and Connie Delaney ("Tate Defendants") and am above the age of 18. I make this affidavit upon my personal knowledge and am competent to testify as to the matters set forth herein.

2. On August 8, 2018, our firm served copies of *Defendants Allen Tate Co., Inc., Colleen Coesens, Jonathan Garvey, Robert Ouzts and Connie Delaney's First Set of Requests for Admission to Plaintiff* (the "Requests for Admission") on Plaintiff Karen K. Baber, along with interrogatories and requests for production. A true and correct copy of the Requests for Admission is attached to the Motion for Summary Judgment as Exhibit C.



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3. The Requests for Admission were served on Karen Baber by first class mail, addressed to Karen K. Baber, 255 Rolling Ridge Road, Rock Hill, South Carolina 29730, the address Plaintiff listed at the top of the first page of her complaint.

4. Pursuant to the South Carolina Rules of Civil Procedure, Plaintiff was required to serve her responses to the Requests for Admission by September 12, 2018.

5. Plaintiff failed to respond to the Requests for Admission within the time set by the South Carolina Rules of Civil Procedure and did not seek an extension of the deadline to respond to the Requests for Admission. Therefore, pursuant to Rule 36, SCRCP, the Requests for Admission are deemed admitted.

6. By letter dated October 25, 2018 (more than 60 days after the Requests for Admission were served), I sent a letter to Plaintiff via first class mail addressed to Karen K. Baber, 255 Rolling Ridge Road, Rock Hill, South Carolina 29730, stating that the Requests for Admission were deemed admitted and demanding responses to the interrogatories and requests for production. A true and correct copy of this letter is attached hereto as Exhibit 1, and is incorporated herein by reference.

7. On November 2, 2018, I received an email from Plaintiff claiming that she never received the Requests for Admission and explaining that she would "attempt to respond" by November 27, 2018—nearly sixteen weeks after service of the Requests for Admission. A true and correct copy of this email is attached hereto as Exhibit 2 and incorporated herein by reference.

8. Plaintiff did serve purported responses to the Requests for Admission on November 27, but has never sought an extension of time to respond to the Requests for Admission or relief from the effect of Rule 36, SCRCP.

This the 5th day of March, 2019.

Thomas L. Ogburn III
S.C. State Bar No. 11761
Poyner Spruill LLP
301 South College Street, Suite 2900
Charlotte, North Carolina 28202
Telephone: 704-342-5250
Facsimile: 704-342-5264
E-Mail: togburn@poynerspruill.com
ATTORNEYS FOR DEFENDANTS ALLEN TATE CO., INC., COLLEEN COESENS, JONATHAN GARVEY, ROBERT OUZTS, AND CONNIE DELANEY

SWORN to and subscribed before me
this the 5th day of March, 2019.

Notary Public for the State of North Carolina

Printed Name: Amalia V. Dineen

My commission expires: March 21, 2022

AMALIA V. DINEEN NOTARY PUBLIC GASTON COUNTY, NC

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Poyner Spruill LLP

Thomas L. Ogburn, III
Attorney-at-Law
Licensed in NC and SC
Direct Dial: 704.342.5258
Facsimile: 704.342-5264
togburn@poynerspruill.com

October 25, 2018

Karen K. Baber
255 Rolling Ridge Road
Rock Hill, South Carolina 29730

Re: Baber v. Summit Funding, Inc., et al., York County case no.: 2018-CP-46-01592)

Dear Ms. Baber:

On August 8, 2018, we served copies of *Defendants Allen Tate Co., Inc., Colleen Coesens, Jonathan Garvey, Robert Ouzts and Connie Delaney's First Set of Interrogatories and Request for Production of Documents to Plaintiff* and *Defendants Allen Tate Co., Inc., Colleen Coesens, Jonathan Garvey, Robert Ouzts and Connie Delaney's First Requests for Admission to Plaintiff* on you by first class mail. Additional copies of these documents are enclosed for your convenience. Pursuant to the South Carolina Rules of Civil Procedure, you were required to serve your responses by September 12, 2018. It has now been over six weeks since the deadline to respond passed. Pursuant to Rule 35, SCRCP, the Requests for Admission are deemed admitted. However, we require your responses to the Interrogatories and Requests for Production.

Please accept this letter as a demand that you fully and completely respond to the Interrogatories and Requests for Production by November 9, 2018. If we do not receive your responses by that date, we will be forced to file a Motion to Compel seeking a court order compelling your responses. If we have to file a Motion to Compel, we will also ask the Court to award us any attorney's fees and costs incurred in prosecuting the motion.

Please let us know if you have any questions.

Sincerely,

POYNER SPRUILL LLP

Tate Ogburn

Thomas L. Ogburn, III

TLO/avd
Enclosures
cc: Martin S. Driggers, Jr., Esq. (via e-mail, w/enclosures)
Russell M. Racine, Esq. (via e-mail, w/enclosures)
Susan E. Driscoll, Esq. (via e-mail, w/enclosures)

EXHIBIT
tabbies
1

Ogburn, Tate

From: karen baber <klkb1951@gmail.com>
Sent: Friday, November 02, 2018 9:50 PM
To: Ogburn, Tate; Martin S. Driggers, Jr.; Russell M. Racine; Susan Driscoll
Subject: Fwd: Emails on the house case

November 2, 2018

Mr. Thomas L. Ogburn, III
Poyner Spruill LLP
301 S College St
Charlotte, NC 28202

Deliver Via Email Only: togburn@poynerspruill.com

Re: York County Case No. 2018-CP-46-01592

Dear Mr. Ogburn:

On October 31, 2018, I received your letter dated and postmarked October 25, 2018. Enclosed was your "First Set of Interrogatories and Request for production of Documents to Plaintiff" and "First Set of Request for Admission to Plaintiff"; both signed by you on August 8, 2018. I have delayed responding to your letter to verify that I never received these documents.

As I believe you are aware, I went to the emergency room on July 21, 2018 with an injury which originally occurred on July 15, 2018. During the following weeks I incurred several falls and lost feeling in the right leg and foot and after having one back procedure required emergency spine surgery on August 30. However, from those dates, it is clear that I was home during the time that your discovery requests would have been sent. I am confident that I never received them.

Three days after my August 30 surgery, I was taken by ambulance to Mercy Hospital and then to a rehab facility. I did not return home until September 20 where I began in-home rehab. Thus, even if your first set of discovery had been received, I would have been unable to respond.

Having received your discovery requests for the first time in your letter dated October 25, 2018, I will attempt to respond within 33 days, i.e. by November 27. Please be aware, however, that I may yet need an additional extension of time because there is a possibility that I will need another spine surgery given re-injury to my back the week of October 21st. I will not know that until an MRI is performed on November 7 and then after I consult with Dr. Spectra to determine the course of action. Until that time I have been advised that I am to limit all activity, elevate my foot and leg to try to keep the swelling down, and to not drive. All therapy has stopped.

I will keep you advised as to whether additional time will be needed.

EXHIBIT
tabbies
2

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Sincerely,

Karen Baber

cc: Martin S. Driggers, Jr. Esq. / via email
Russell M. Racine, Esq. / via email
Susan E. Driscoll, Esq. / via email
Gloria Long-Robinson / via US Mail

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ELECTRONICALLY FILED - 2019 Mar 15 9:37 AM - YORK - COMMON PLEAS - CASE#2018CP4601592

STATE OF SOUTH CAROLINA COUNTY OF YORK	)	IN THE COURT OF COMMON PLEAS
Karen K. Baber, Plaintiff, vs.	)	
Summit Funding, Inc.; Appraisal Innovations, LLC; Brian L. Blue; The Gillen Law Firm, P.A.; Michael F. Gillen; Allen Tate Co., Inc.; Colleen Coesens; Jonathan Garvey; Robert Ouzts; Connie Delaney; and Gloria Long-Robinson, Defendants.	)	C.A. No.: 18-CP-46-1592

NOTICE OF AND MOTION FOR SUMMARY JUDGMENT

To: Plaintiff

PLEASE TAKE NOTICE that defendant Summit Funding, Inc. (Summit), through its undersigned counsel, hereby moves, pursuant to Rule 56(b) and (c), SCRCP, at such time and place as is convenient to the Court and counsel, but no sooner than ten (10) days from the date of service of this Motion, for entry of an order granting it summary judgment against Plaintiff on the grounds set forth below for dismissal of the sole remaining cause of action against Summit.

The only remaining cause of action against Summit is the tenth cause of action for breach of contract and declaratory relief. This cause of action rests on an alleged contractual requirement contained in a "loan agreement" that obligated Summit to obtain both a CL-100 and a home inspection report. (Complaint, pp. 34-35, ¶¶ 173-175.) Plaintiff has not produced a copy of any document executed by both Summit and Plaintiff that required Summit to obtain either a CL-100 or

a home inspection report. There was no such loan agreement, nor any other contract between Plaintiff and Summit obligating Summit to obtain either report. Nor was there any legal obligation on the part of Summit to provide either one to Plaintiff, free of charge, in connection with her acquisition of the home.

Under S.C. Code Ann. § 15-3-530(1) (2005), an action for breach of contract must be brought within three years from the date it accrues. Even if the alleged agreement existed, Plaintiff is outside the three year statute of limitations. Closing for the loan took place on May 29, 2015. (Complaint, p. 12, ¶ 51.) Plaintiff was aware two days prior to closing that there had been no termite inspection, or home inspection other than the appraisal. (Depos. Tr. Baber, Ex. 14; Affidavit of Anderson, Ex. A.). Plaintiff had until May 27, 2018 within which to file any breach of contract action against Summit for its alleged failure to obtain either a CL-100 or a home inspection report. She did not file suit until May 29, 2018 and, as such, her claim is outside the statute of limitations.

Had Plaintiff brought her claim within the requisite time limit, it should still be dismissed, as she was aware of the lack of either a CL-100 or a home inspection report and proceeded to close without them. (Depos. Tr. Baber, Ex. 14; Affidavit of Anderson, Ex. A.; Affidavit of Catching, Ex. A). Plaintiff admitted she had not paid for either report, nor was there any mention of either on the final HUD-1 statement. (Depos. Tr. Baber p. 181, Ex. 12). As of the date of closing, Plaintiff knew there had been no home inspection or CL-100 performed and still closed on the purchase of the home.

In support of this Motion, Plaintiff hereby refers to the deposition transcript of Plaintiff, which is already on file with the Court, as well as the Affidavits of Chris Anderson and Jana

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Catching filed herewith. In reply to any response of Plaintiff to this Motion, Summit may offer additional evidence and will provide a memorandum in support of this Motion prior to or at the hearing.

WHEREFORE, Summit seeks entry of an order granting it summary judgment against Plaintiff and dismissing Summit with prejudice from the above captioned matter.

Date: 03/15/2019

DRISCOLL SHEEDY, P.A.

By: s/ Susan E. Driscoll
Susan E. Driscoll
11520 N. Community House Road
Suite 200
Charlotte, N.C. 28277
Telephone - (704) 341-2101
Facsimile - (704) 341-2105
sdriscoll@driscollsheedy.com

ATTORNEYS FOR SUMMIT

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ELECTRONICALLY FILED - 2019 Mar 15 9:37 AM - YORK - COMMON PLEAS - CASE#2018CP4601592

STATE OF SOUTH CAROLINA COUNTY OF YORK	)	IN THE COURT OF COMMON PLEAS
Karen K. Baber, Plaintiff, vs. Summit Funding, Inc.; Appraisal Innovations, LLC; Brian L. Blue; The Gillen Law Firm, P.A.; Michael F. Gillen; Allen Tate Co., Inc.; Colleen Coesens; Jonathan Garvey; Robert Ouzts; Connie Delaney; and Gloria Long-Robinson, Defendants.	)	**AFFIDAVIT** C.A. No.: 18-CP-46-1592

Personally appeared before me the undersigned Chris Anderson, Director of Information Technology for Summit Funding, Inc., who, on oath, says as follows.

1. He is familiar with the e-mail and other information systems utilized by Summit Funding, Inc. and was the party responsible for retrieving e-mails related to the loan that is the subject of the above captioned matter.

2. Attached hereto at Exhibit A are a true and correct copies of e-mail correspondence between Linda Mattison and May Cha from May 27, 2015, including the attachments referred to therein.

3. Attached hereto at Exhibit B are a true and correct copies of e-mail correspondence among Linda Mattison, May Cha and Paiton Drew from May 28, 2015, including the attachments referred to therein.

Further the Affiant sayeth naught.

Sworn to before me this
____ day of March, 2019

By: _____
Chris Anderson
Director of Information Technology
Summit Funding, Inc.

_____
Notary Public for See Attached
My Commission Expires:_____

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ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Sacramento)

On 03/14/2019 before me, Arleen E Barlow
(insert name and title of the officer)

personally appeared Christian Arthur Anderson,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Arleen E Barlow (Seal)

ARLEEN E. BARLOW
Notary Public - California
Sacramento County
Commission # 2277372
My Comm. Expires Feb 15, 2023

STATE OF S. CAROLINA / AFFIDAVIT

Exhibit A

ELECTRONICALLY FILED - 2019 Mar 15 9:37 AM - YORK - COMMON PLEAS - CASE#2018CP4601592

Susan Driscoll

From: Linda Mattison <linda@gillenlawfirm.com>
Sent: Wednesday, May 27, 2015 3:35 PM
To: wetfundings@summitfunding.net
Cc: Steve Reynolds
Subject: Baber closing - #CNL1412x614460
Attachments: BABER #CNL1412x614460.pdf

Hi

Attached is HUD FYR and approval. Please advise asap as this is a short sale and the bank requires final HUD approval by end of day or first thing Thurs morning in order to close by Fri at 10AM. Please also advise if you require anything further from me and advise if you require any signed docs prior to funding.

Thanking you in advance,

Linda M. Mattison, Paralegal
Gillen Law Firm, PA
1803 Ebenezer Road
Rock Hill, SC 29732

803-327-0777 (Direct)
803-327-5011 (Fax)

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SUMMIT FUNDING Inc.
THE HOME LOAN EXPERTS

TABLE FUNDING PROCEDURE AND REQUIRED FORM

Borrower: BABER Loan#: CNL 1412 X 614460

Please complete this form in its entirety, sign, and email it to wetfundings@summitfunding.net

(MUST PUT BORROWER NAME AND LOAN NUMBER IN SUBJECT LINE OF EMAIL)

(In the event that you are unable to email funding documents, fax to 916-571-3319)

PLEASE SIGN AND SUBMIT THIS FORM WITH YOUR INITIAL HUD.

- We can issue a funding number once: 1.) we issue HUD approval, 2.) any internal conditions are cleared, 3.) you submit this signed Table Funding Procedure Form (you can send it with your initial HUD – don't wait until the closing).
- We will send funds on the Disbursement/Funding Date as you have directed below in item #3.
- All Escrow Conditions must be met prior to disbursement and recording in ACCORDANCE WITH OUR LENDER'S INSTRUCTIONS.
- Please initial next to each line below and complete any applicable information. Again, we must have this to issue a funding number and will issue it in advance of the closing once this is completed, once HUD is approved and if all internal conditions are met.

1. MG A Funding Number must be assigned by a Funder if Summit Funding prior to funding or disbursement of funds.
2. MG Original closing package will be returned to Summit Funding Inc., 2241 Harvard Street, Suite 200, Sacramento, CA. 95815 within 2 business day of receipt of Lender wire at the very latest. Failure to deliver these Documents in this time frame will result in a charge of $150 per day to the closing agent.
3. ML Signing Date will be: 5/29/15 Time: 10 AM, Disbursement/Funding Date will be: 5/29/15
4. MG Lender must prior approve any alterations to closing documents
5. MG Any applicable Seller or Agent signatures on lender docs will be obtained prior to disbursement
6. MG Legal description will be attached to the Deed of Trust/Mortgage as an "EXHIBIT A" prior to recording and included in the original documents back to the lender
7. MG WARRANTY DEED, GRANT DEED, and any applicable interspousal deeds needed to perfect title will be included in original documents returned to lender. Seller(s) name(s) on Warranty/Grant Deed must match title commitment and buyer(s) name(s) on Deed of Trust/Mortgage)
8. MG Closing agent agrees, if requested by the Lender or someone acting on behalf of said Lender, to fully cooperate in adjusting for clerical errors, any and all loan closing documentation deemed necessary or desirable in the reasonable discretion of Lender
9. MG Closing agent agrees that lender wire can be held for only 24 hours and will be returned if loan does not close in accordance to the disbursement date in #3 above. Email notification to Lender will be provided if wire is being returned.

Please complete closing agent's closer info (*so the funder knows who to contact with questions and/or funding number*):
EMAIL: linda@gillenlawfirm.com CONTACT PHONE NUMBER: 803-327-1105

IF YOU HAVE ANY QUESTIONS REGARDING THESE REQUIREMENTS, PLEASE CONTACT THE FUNDER WHO APPROVED THE HUD OR CALL 916-266-4400 AND ASK FOR A WET FUNDER.

Name and Signature of Escrow Officer/Closing Attorney

5/27-15
Date

MICHAEL F. GILLEN

2241 Harvard Street, Suite 200, Sacramento, CA. 95815
Office (916) 266-4400
www.summitfunding.net

OMB Approval No. 2502-0265

A. Settlement Statement (HUD-1)

B. Type of Loan

1. [X] FHA 2. [ ] RHS 3. [ ] Conv. Unins. 4. [ ] VA 5. [ ] Conv. Ins.	6. File Number: BABE0022	7. Loan Number: CNL1412X514460	8. Mortgage Insurance Case Number: 461-6145927-703

C. Note: *This form is furnished to give you a statement of actual settlement costs. Amounts paid to and by the settlement agent are shown. Items marked "(p.o.c.)" were paid outside the closing; they are shown here for informational purposes and are not included in the totals.*

D. Name and Address of Borrower:	E. Name and Address of Seller:	F. Name and Address of Lender:
KAREN K BABER 3356 GOODPLACE ROCK HILL, SC 29732	GLORIA A. LONG-ROBINSON 3221 KELOX ROAD GWYNN OAK, MD 21207	SUMMIT FUNDING, INC. 2241 HARVARD STREET, SUITE 200 SACRAMENTO, CA 95815

G. Property Location:	H. Settlement Agent:	I. Settlement Date:
255 ROLLING RIDGE ROAD ROCK HILL, SC 29730 York County, South Carolina COUNTRY CLUB ESTATES	Gillen Law Firm, PA 1803 Ebenezer Road Rock Hill, SC 29732 Ph. (803)327-1105 **Place of Settlement:** 1803 Ebenezer Road Rock Hill, SC 29732	May 29, 2015

J. Summary of Borrower's transaction		K. Summary of Seller's transaction	
100. Gross Amount Due from Borrower:		**400. Gross Amount Due to Seller:**	
101. Contract sales price	145,000.00	401. Contract sales price	145,000.00
102. Personal property		402. Personal property	
103. Settlement Charges to Borrower (Line 1400)	7,036.81	403.	
104.		404.	
105.		405.	
Adjustments for items paid by Seller in advance		**Adjustments for items paid by Seller in advance**	
106. City/Town Taxes to		406. City/Town Taxes to	
107. County Taxes to		407. County Taxes to	
108. Assessments to		408. Assessments to	
109.		409.	
110.		410.	
111.		411.	
112.		412.	
120. Gross Amount Due from Borrower	152,036.81	**420. Gross Amount Due to Seller**	145,000.00
200. Amounts Paid by or in Behalf of Borrower		**500. Reductions in Amount Due Seller:**	
201. Deposit or earnest money	500.00	501. Excess deposit (see instructions)	
202. Principal amount of new loan(s)	142,023.00	502. Settlement charges to Seller (Line 1400)	8,774.20
203. Existing loan(s) taken subject to		503. Existing loan(s) taken subject to	
204. Lender Credit-appraisal overpayment	7.00	504. Payoff First Mortgage to JPMorgan Chase Bank, NA	135,055.29
205. Gift Funds	10,000.00	505. Payoff Second Mortgage	
206.		506. Dep. retained ($500.00)	500.00
207.		507.	
208.		508.	
209.		509.	
Adjustments for items unpaid by Seller		**Adjustments for items unpaid by Seller**	
210. City/Town Taxes to		510. City/Town Taxes to	
211. County Taxes 01/01/15 to 05/29/15	670.51	511. County Taxes 01/01/15 to 05/29/15	670.51
212. Assessments to		512. Assessments to	
213.		513.	
214.		514.	
215.		515.	
216.		516.	
217.		517.	
218.		518.	
219.		519.	
220. Total Paid by/for Borrower	153,200.51	**520. Total Reduction Amount Due Seller**	145,000.00
300. Cash at Settlement from/to Borrower		**600. Cash at settlement to/from Seller**	
301. Gross amount due from Borrower (line 120)	152,036.81	601. Gross amount due to Seller (line 420)	145,000.00
302. Less amount paid by/for Borrower (line 220)	(153,200.51)	602. Less reductions due Seller (line 520)	(145,000.00)
303. Cash [ ] From [X] To Borrower	1,163.70	603. Cash [ ] To [ ] From Seller	0.00

* Paid outside of closing by borrower(B), seller(S), lender(L), or third-party(T)

The undersigned hereby acknowledge receipt of a completed copy of this statement & any attachments referred to herein

ELECTRONICALLY FILED - 2019 Mar 15 9:37 AM - YORK - COMMON PLEAS - CASE#2018CP4601592

L. Settlement Charges

			Paid From Borrower's Funds at Settlement	Paid From Seller's Funds at Settlement
700. Total Real Estate Broker Fees		$ 8,700.00		
Division of commission (line 700) as follows:				
701. $ 4,082.70	to The Allen Tate Company/Roberts Ouzts			
Note: Line 701 includes Adjustment of	-267.30 For Seller cost pd by listing agt			
702. $ 4,350.00	to The Allen Tate Company/Jonathan Garvey			
703. Commission paid at settlement				7,932.70
704. Deposit Ref'd By Listing Agent	to The Allen Tate Company/Roberts Ouzts	$500.00 (POC)		
705.				
800. Items Payable in Connection with Loan				
801. Our origination charge		$ 1,165.00 (from GFE #1)		
802. Your credit or charge (points) for the specific interest rate chosen		$ -96.58 (from GFE #2)		
803. Your adjusted origination charges		(from GFE #A)	1,068.42	
804. Appraisal fee	to APPRAISAL INNOVATIONS	(from GFE #3) P.O.C.$413.00(P)*		
805. Credit Report	to ADVANTAGE CREDIT	(from GFE #3)	45.70	
806. Tax service	to	(from GFE #3)		
807. Flood certification	to	(from GFE #3)		
808. Compliance Inspection I	to APPRAISAL INNOVATIONS	(from GFE #3) P.O.C.$75.00(P)*		
809.		(from GFE #3)		
810.		(from GFE #3)		
811.		(from GFE #3)		
900. Items Required by Lender to Be Paid in Advance				
901. Daily interest charges from 05/29/15	to 06/01/15	3 @ $17.020000/day (from GFE #10)	51.06	
902. Mortgage insurance premium for	months to FHA	(from GFE #3)	2,098.88	
903. Homeowner's Insurance for 1.0 years to	STATE FARM/Reit Rutland	(from GFE #11)	1,059.00	
904.		(from GFE #11)		
905.		(from GFE #11)		
1000. Reserves Deposited with Lender				
1001. Initial deposit for your escrow account		(from GFE #9)	1,130.25	
1002. Homeowner's Insurance 5.000	months @ $ 88.25 per month	$ 441.25		
1003. Mortgage insurance	months @ $ 98.37 per month	$		
1004. Property taxes		$ 1,102.40		
County Taxes 8.000	months @ $ 137.80 per month			
1005.		$		
1006.	months @ $ per month	$		
1007.	months @ $ per month	$		
1008.		$		
1009. Aggregate Adjustment		$ -413.40		
1100. Title Charges				
1101. Title services and lender's title insurance		(from GFE #4)	1,135.00	
1102. Settlement or closing fee	to Gillen Law Firm, PA	$ 375.00		300.00
1103. Owner's title insurance to Investors Title Insurance Co., Inc.		(from GFE #5)	424.50	
1104. Lender's title insurance to Investors Title Insurance Co., Inc.		$ 300.00		
1105. Lender's title policy limit	$ 142,023.00			
1106. Owner's title policy limit	$ 145,000.00			
1107. Agent's portion of the total title insurance premium	to Title One, LLC	$ 434.70		
1108. Underwriter's portion of the total title insurance premium	to Investors Title Insurance Co., Inc.	$ 289.80		
1109.		$		
1110.		$		
1111.		$		
1112.		$		
1113.		$		
1200. Government Recording and Transfer Charges				
1201. Government recording charges	to Clerk of Court	(from GFE #7)	24.00	
1202. Deed $ 10.00	Mortgage $ 14.00	Releases $ 5.00 Other $		5.00
1203. Transfer taxes		(from GFE #8)		
1204. City/County tax/stamps	Deed $ 536.50	Mortgage $		536.50
1205. State tax/stamps	Deed $	Mortgage $		
1206.				
1207.				
1300. Additional Settlement Charges				
1301. Required services that you can shop for		(from GFE #6)		
1302. Termite inspection		$		
1303. Home inspection		$		
1304.		$		
1305.		$		

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Comparison of Good Faith Estimate (GFE) and HUD-1 Charges		Good Faith Estimate	HUD-1
Charges That Cannot Increase	HUD-1 Line Number		
Our origination charge	# 801	1,165.00	1,165.00
Your credit or charge (points) for the specific rate chosen	# 802	-96.58	-96.58
Your adjusted origination charges	# 803	1,068.42	1,068.42

Charges That In Total Cannot Increase More than 10%		Good Faith Estimate	HUD-1
Government recording charges	#1201	125.00	24.00
Appraisal fee	# 804	495.00	413.00
Credit report	# 805	30.00	45.70
Compliance Inspection Report	# 808		75.00
Mortgage Insurance Premium	# 902	2,098.88	2,098.88
Title services and lender's title insurance	#1101	1,162.00	1,135.00
Owner's title insurance to Investors Title Insurance Co., Inc.	#1103	150.00	424.50
	Total	4,060.88	4,216.08
	Increase between GFE and HUD-1 Charges	$ 155.20 or	3.82%

Charges That Can Change			Good Faith Estimate	HUD-1
Initial deposit for your escrow account	#1001		957.98	1,130.25
Daily interest charges	# 901	$ 17.020000/day	323.38	51.06
Homeowner's Insurance	# 903		840.00	1,059.00
Termite Inspection	#1302		75.00	
Home Inspection	#1303		450.00	

Loan Terms

Your initial loan amount is	$ 142,023.00
Your loan term is	30.00 years
Your initial interest rate is	4.3750 %
Your initial monthly amount owed for principal, interest and any mortgage insurance is	$ 807.47 Includes [X] Principal [X] Interest [X] Mortgage Insurance
Can your interest rate rise?	[X] No [ ] Yes, it can rise to a maximum of _____%. The first change will be on _____ and can change again every ___ months after _____. Every change date, your interest rate can increase or decrease by _____%. Over the life of the loan, your interest rate is guaranteed to never be lower than _____% or higher than _____%.
Even if you make payments on time, can your loan balance rise?	[X] No [ ] Yes, it can rise to a maximum of $_____.
Even if you make payments on time, can your monthly amount owed for principal, interest, and mortgage insurance rise?	[X] No [ ] Yes, the first increase can be on _____ and the monthly amount owed can rise to $_____. The maximum it can ever rise to is $_____.
Does your loan have a prepayment penalty?	[X] No [ ] Yes, your maximum prepayment penalty is $_____.
Does your loan have a balloon payment?	[X] No [ ] Yes, you have a balloon payment of $_____ due in ___ years on _____.
Total monthly amount owed including escrow account payments	[ ] You do not have a monthly escrow payment for items, such as property taxes and homeowner's insurance. You must pay these items directly yourself. [X] You have an additional monthly escrow payment of $226.05 that results in a total initial monthly amount owed of $1,033.52. This includes principal, interest, any mortgage insurance and any items checked below: [X] Property taxes [X] Homeowner's Insurance [ ] Flood Insurance [ ] [ ] [ ]

Note: If you have any questions about the Settlement Charges and Loan Terms listed on this form, please contact your lender.

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HUD-1 Attachment

Borrower(s): KAREN K. BABER
3356 GOODPLACE
ROCK HILL, SC 29732
Lender: SUMMIT FUNDING, INC.
Settlement Agent: Gillen Law Firm, PA
(803)327-1105
Place of Settlement: 1803 Ebenezer Road
Rock Hill, SC 29732
Settlement Date: May 29, 2015
Property Location: 255 ROLLING RIDGE ROAD
ROCK HILL, SC 29730
York County, South Carolina
COUNTRY CLUB ESTATES

Seller(s): GLORIA A. LONG-ROBINSON
3221 KELOX ROAD
GWYNN OAK, MD 21207

Seller Loan Payoff Details

Payoff First Mortgage **to JPMorgan Chase Bank, NA**

Loan Payoff	As of		
Total Additional Interest		days @	Per Diem
Total Loan Payoff	**135,055.29**		

Adjusted Origination Charge Details

Origination Charge

Origination Fee to SUMMIT FUNDING, INC.	1,165.00
Total	$ 1,165.00

Origination Credit/Charge (points) for the specific interest rate chosen

Credit/Charge to SUMMIT FUNDING, INC.	-96.58
Total	$ -96.58
Adjusted Origination Charges	$ **1,068.42**

Reserves Deposited with Lender

Homeowner's Insurance 5.000 at 88.25 per month	441.25
County Taxes 8.000 at 137.80 per month	1,102.40
Aggregate Adjustment	-413.40
Total	$ **1,130.25**

Title Services and Lender's Title Insurance Details	BORROWER	SELLER

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Overnight/Handling Fee/Package to Gillen Law Firm, PA		60.00	
CPL Letter Fee to Investors Title Insurance Co.		25.00	
Attorney's Fees to Gillen Law Firm, PA		375.00	
Lender's title insurance to Investors Title Insurance Co., Inc.		300.00	
	Total	**$ 1,135.00**	**$ 0.00**

Settlement or Closing Fee Details *borrower portion also shown above in Title Services and Lender's Title Insurance Details		**BORROWER**	**SELLER**
Attorney's Fees to Gillen Law Firm, PA		375.00	
Document Preparation/Deed to Gillen Law Firm, PA			250.00
Wire Fee/Payoff to Gillen Law Firm, PA			50.00
	Total	**$ 375.00**	**$ 300.00**

Owner's Title Insurance		**BORROWER**	**SELLER**
Owner's Policy Premium to Investors Title Insurance Co., Inc.		424.50	
	Total	**$ 424.50**	**$ 0.00**

Lender's Title Insurance *fees also shown above in Title Services and Lender's Title Insurance Details		**BORROWER**	**SELLER**
Lender's Policy Premium to Investors Title Insurance Co., Inc.		100.00	
Lender's Endorsement Charges		200.00	
Endorsement	Endorsement Charge		
ALTA Endorsement Form 8.1 (Environmental Protection Lien)	100.00		
ALTA Endorsement Form 9 (Restrictions, Encroachments, Min.)	100.00		
	Total	**$ 300.00**	**$ 0.00**

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ELECTRONICALLY FILED - 2019 Mar 15 9:37 AM - YORK - COMMON PLEAS - CASE#2018CP4601592

Susan Driscoll

From: May Cha <mcha@summitfunding.net>
Sent: Wednesday, May 27, 2015 7:21 PM
To: Steve Reynolds; Paiton Drew; Lucas Keating; Catie Rubinstein; linda@gillenlawfirm.com
Cc: Anna Bizzoco
Subject: BABER - CNL1412x614460 - FUNDING 5/29 - HUD REVIEW

Please send the revised HUD to **wetfundings@summitfunding.net** with the borrower's last name and our loan number in the subject line only.

I have reviewed the HUD and these are the changes that I see need to be made:

1. ***ON PAGE 3, REMOVE LINE 1302 AND 1303 FROM CHARGES THAT CAN CHANGE SECTION AS THERE ARE NO CHARGE***

Please send the revised HUD to **wetfundings@summitfunding.net** with the borrower's last name and our loan number in the subject line only.

Please be aware that I will be unable to give funding authorization for this loan until the following conditions have been satisfied:

SETTLEMENT AGENT / LOAN MANAGER:

1. **GIFT TRANSFER TO ESCROW/SETTLEMENT AGENT - EVIDENCE OF DONOR WIRE OF GIFT FUNDS IN THE AMOUNT OF $10,000 TO ESCROW/SETTLEMENT AGENT OR ATTORNEY. PROVIDE WIRE DETAIL TO CONFIRM FUNDS WERE DRAWN FROM ACCOUNT LISTED ON GIFT LETTER.**

Thank you

MAY CHA
Funder
Phone/eFax: 916.571.3303
mcha@summitfunding.net
www.summitfunding.net
SUMMIT FU
THE HOME LO

From: Linda Mattison [mailto:linda@gillenlawfirm.com]
Sent: Wednesday, May 27, 2015 12:35 PM
To: Wet Fundings
Cc: Steve Reynolds
Subject: Baber closing - #CNL1412x614460

Hi

Attached is HUD FYR and approval. Please advise asap as this is a short sale and the bank requires final HUD approval by end of day or first thing Thurs morning in order to close by Fri at 10AM. Please also advise if you require anything further from me and advise if you require any signed docs prior to funding.

Thanking you in advance,

Linda M. Mattison, Paralegal
Gillen Law Firm, PA
1803 Ebenezer Road
Rock Hill, SC 29732

803-327-0777 (Direct)
803-327-5011 (Fax)

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Exhibit B

ELECTRONICALLY FILED - 2019 Mar 15 9:37 AM - YORK - COMMON PLEAS - CASE#2018CP4601592

ELECTRONICALLY FILED - 2019 Mar 15 9:37 AM - YORK - COMMON PLEAS - CASE#2018CP4601592

Kristen Townsend

From: Linda Mattison <linda@gillenlawfirm.com>
Sent: Thursday, May 28, 2015 9:04 AM
To: May Cha; Steve Reynolds; Paiton Drew; Lucas Keating; Catie Rubinstein
Cc: Anna Bizzoco
Subject: RE: BABER - CNL1412x614460 - FUNDING 5/29 - HUD REVIEW
Attachments: Baber Docs.pdf

Good morning

Revised HUD attached along with proof of gift funds wires and MBFG form signed by attorney.
Please advise asap as per my previous note. We are on EST and you PST, but I still need approval by noon (EST) today at the latest or the seller's-short sale lender will inform us to reschedule.

Thanking you in advance,

Linda M. Mattison, Paralegal
Gillen Law Firm, PA
1803 Ebenezer Road
Rock Hill, SC 29732

803-327-0777 (Direct)
803-327-5011 (Fax)

From: May Cha [mailto:mcha@summitfunding.net]
Sent: Wednesday, May 27, 2015 7:21 PM
To: Steve Reynolds; Paiton Drew; Lucas Keating; Catie Rubinstein; linda@gillenlawfirm.com
Cc: Anna Bizzoco
Subject: BABER - CNL1412x614460 - FUNDING 5/29 - HUD REVIEW

Please send the revised HUD to **wetfundings@summitfunding.net** with the borrower's last name and our loan number in the subject line only.

I have reviewed the HUD and these are the changes that I see need to be made:

1. ***ON PAGE 3, REMOVE LINE 1302 AND 1303 FROM CHARGES THAT CAN CHANGE SECTION AS THERE ARE NO CHARGE***

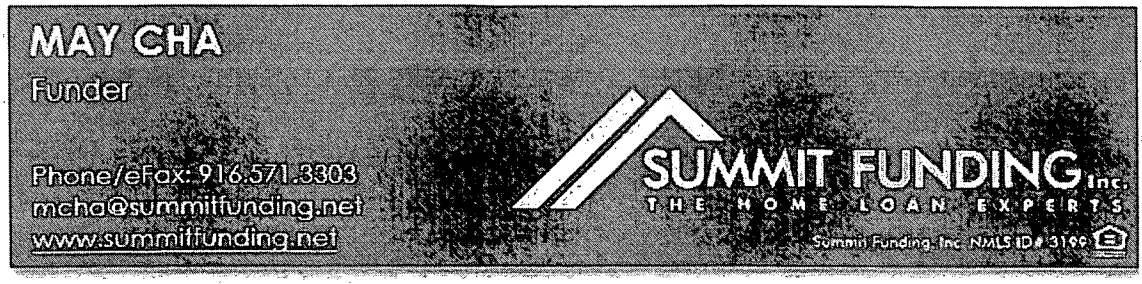
Please send the revised HUD to **wetfundings@summitfunding.net** with the borrower's last name and our loan number in the subject line only.

Please be aware that I will be unable to give funding authorization for this loan until the following conditions have been satisfied:

SETTLEMENT AGENT / LOAN MANAGER:

1. **GIFT TRANSFER TO ESCROW/SETTLEMENT AGENT - EVIDENCE OF DONOR WIRE OF GIFT FUNDS IN THE AMOUNT OF $10,000 TO ESCROW/SETTLEMENT AGENT OR ATTORNEY. PROVIDE WIRE DETAIL TO CONFIRM FUNDS WERE DRAWN FROM ACCOUNT LISTED ON GIFT LETTER.**

Thank you



2241 Harvard Street, Suite 200 | Sacramento, CA 95815

From: Linda Mattison [mailto:linda@gillenlawfirm.com]
Sent: Wednesday, May 27, 2015 12:35 PM
To: Wet Fundings
Cc: Steve Reynolds
Subject: Baber closing - #CNL1412x614460

Hi

Attached is HUD FYR and approval. Please advise asap as this is a short sale and the bank requires final HUD approval by end of day or first thing Thurs morning in order to close by Fri at 10AM. Please also advise if you require anything further from me and advise if you require any signed docs prior to funding.

Thanking you in advance,

Linda M. Mattison, Paralegal
Gillen Law Firm, PA
1803 Ebenezer Road
Rock Hill, SC 29732

803-327-0777 (Direct)
803-327-5011 (Fax)

This communication from Summit Funding - may contain privileged and/or confidential information. It is intended solely for the use of the addressee. If you are not the intended recipient, you are strictly prohibited from disclosing, copying, distributing or using any of this information. If you receive this communication in error, please contact the sender immediately and destroy the material in its entirety, whether electronic or hard copy. This communication may contain nonpublic personal information about consumers subject to the restrictions of the Gramm-Leach-Bliley Act. You may not directly or indirectly reuse or re-disclose such information for any purpose other than to provide the services for which you are receiving the information.

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ELECTRONICALLY FILED - 2019 Mar 15 9:37 AM - YORK - COMMON PLEAS - CASE#2018CP4601592

SUMMIT FUNDING Inc.

THE HOME LOAN EXPERTS

TABLE FUNDING PROCEDURE AND REQUIRED FORM

Borrower: BABER **Loan#:** CNL 1412x614460

Please complete this form in its entirety, sign, and email it to wetfundings@summitfunding.net

(MUST PUT BORROWER NAME AND LOAN NUMBER IN SUBJECT LINE OF EMAIL)

(In the event that you are unable to email funding documents, fax to 916-571-3319)

PLEASE SIGN AND SUBMIT THIS FORM WITH YOUR INITIAL HUD.

- **We can issue a funding number once: 1.) we issue HUD approval, 2.) any internal conditions are cleared, 3.) you submit this signed Table Funding Procedure Form (you can send it with your initial HUD – don't wait until the closing).**
- **We will send funds on the Disbursement/Funding Date as you have directed below in item #3.**
- **All Escrow Conditions must be met prior to disbursement and recording in ACCORDANCE WITH OUR LENDER'S INSTRUCTIONS.**
- **Please initial next to each line below and complete any applicable information. Again, we must have this to issue a funding number and will issue it in advance of the closing once this is completed, once HUD is approved and if all internal conditions are met.**

1. MG A Funding Number must be assigned by a Funder if Summit Funding prior to funding or disbursement of funds.
2. MG Original closing package will be returned to Summit Funding Inc., 2241 Harvard Street, Suite 200, Sacramento, CA. 95815 within 2 business day of receipt of Lender wire at the very latest. Failure to deliver these Documents in this time frame will result in a charge of $150 per day to the closing agent.
3. MG Signing Date will be: 5/29/15 Time: 10 AM, Disbursement/Funding Date will be: 5/29/15
4. MG Lender must prior approve any alterations to closing documents
5. MG Any applicable Seller or Agent signatures on lender docs will be obtained prior to disbursement
6. MG Legal description will be attached to the Deed of Trust/Mortgage as an "EXHIBIT A" prior to recording and included in the original documents back to the lender
7. MG WARRANTY DEED, GRANT DEED, and any applicable interspousal deeds needed to perfect title will be included in original documents returned to lender. Seller(s) name(s) on Warranty/Grant Deed must match title commitment and buyer(s) name(s) on Deed of Trust/Mortgage)
8. MG Closing agent agrees, if requested by the Lender or someone acting on behalf of said Lender, to fully cooperate in adjusting for clerical errors, any and all loan closing documentation deemed necessary or desirable in the reasonable discretion of Lender
9. MG Closing agent agrees that lender wire can be held for only 24 hours and will be returned if loan does not close in accordance to the disbursement date in #3 above. Email notification to Lender will be provided if wire is being returned.

Please complete closing agent's closer info (*so the funder knows who to contact with questions and/or funding number*):
EMAIL: linda@gillenlawfirm.com CONTACT PHONE NUMBER: 803-327-1105

IF YOU HAVE ANY QUESTIONS REGARDING THESE REQUIREMENTS, PLEASE CONTACT THE FUNDER WHO APPROVED THE HUD OR CALL 916-266-4400 AND ASK FOR A WET FUNDER.

Name and Signature of Escrow Officer/Closing Attorney

MICHAEL F. GILLEN

5-27-15
Date

2241 Harvard Street, Suite 200, Sacramento, CA. 95815
Office (916) 266-4400
www.summitfunding.net

(12/31/2014)

MBFG Closing Instructions/ Escrow Instructions Letter

Version 3 All States/ MBFG Warehouse and other Warehouse Lines

CLIENT COMPANY NAME Loan #:CNL1412x614460
Borrower(s): BABER, KAREN
Property Address: 255 ROLLING RIDGE ROAD, Rock Hill ,SC 29732

1. As the closing agent, you are hereby notified that either of the below referenced warehouse banks has a security interest in the promissory note, Deed of trust or Mortgage and all other supporting documents for the above referenced loan.

2. Your wire will be sent from one of the below mentioned warehouse banks on behalf of Summit Funding Inc. for the sole purpose of funding of the above referenced loan. In the event that the above referenced loan does not close within 24 hours of the receipt of wire, all funds shall be rejected/returned immediately back to the respective warehouse bank from which funds were sent. You are not to distribute such funds to Summit Funding Inc. under any circumstances.

Wells Fargo Bank, NA
San Francisco, CA
ABA: 121000248
Account Name: Mid Cap Settlements Account
Number:
Reference: Loan Number and Borrower(s) Name

-Or-

Texas Capital Bank, NA
Richardson, TX
ABA: 111 017 979
Account Name: Summit Funding, Inc. – Repayment Acct
Account Number:
Reference: Loan Number, Summit Funding Inc., and Borrower(s) Name

-Or-

Republic Bank & Trust Co.
Louisville, KY
ABA #083001314
Credit: Summit Funding, Inc. Settlement Acct.
Account Number:
Reference: Loan Number, Summit Funding Inc., and Borrower(s) Name

-or-

Bank of America, N.A
New York, NY 10001
ABA#: 026-009-593
CREDIT: Warehouse Lending Payoff Account
ACC'T#: 12334-60784
Reference/Credit: Loan Number, Summit Funding Inc., and Borrower(s) Name

I MICHAEL F. GILLEN (print licensed Escrow/Title Officer) acknowledge and agree on behalf of Gillen Law Firm (Title/Escrow Company).

_____ Date 5-21-15
Licensed Escrow/Title Officer Signature:

ELECTRONICALLY FILED - 2019 Mar 15 9:37 AM - YORK - COMMON PLEAS - CASE#2018CP4601592

OMB Approval No. 2502-0265

A. Settlement Statement (HUD-1)

B. Type of Loan

1. [X] FHA 2. [ ] RHS 3. [ ] Conv. Unins. 4. [ ] VA 5. [ ] Conv. Ins.	6. File Number: BABE0022	7. Loan Number: CNL1412X614460	8. Mortgage Insurance Case Number: 461-6145927-703

C. Note: *This form is furnished to give you a statement of actual settlement costs. Amounts paid to and by the settlement agent are shown. Items marked "(p.o.c.)" were paid outside the closing; they are shown here for informational purposes and are not included in the totals.*

D. Name and Address of Borrower:	E. Name and Address of Seller:	F. Name and Address of Lender:
KAREN K. BABER 3356 GOODPLACE ROCK HILL, SC 29732	GLORIA A. LONG-ROBINSON 3221 KELOX ROAD GWYNN OAK, MD 21207	SUMMIT FUNDING, INC. 2241 HARVARD STREET, SUITE 200 SACRAMENTO, CA 95815

G. Property Location:	H. Settlement Agent:	I. Settlement Date:
255 ROLLING RIDGE ROAD ROCK HILL, SC 29730 York County, South Carolina COUNTRY CLUB ESTATES	Gillen Law Firm, PA 1803 Ebenezer Road Rock Hill, SC 29732 Ph. (803)327-1105 Place of Settlement: 1803 Ebenezer Road Rock Hill, SC 29732	May 29, 2015

J. Summary of Borrower's transaction		K. Summary of Seller's transaction	
100. Gross Amount Due from Borrower:		400. Gross Amount Due to Seller:	
101. Contract sales price	145,000.00	401. Contract sales price	145,000.00
102. Personal property		402. Personal property	
103. Settlement Charges to Borrower (Line 1400)	7,036.81	403.	
104.		404.	
105.		405.	
Adjustments for items paid by Seller in advance		Adjustments for items paid by Seller in advance	
106. City/Town Taxes to		406. City/Town Taxes to	
107. County Taxes to		407. County Taxes to	
108. Assessments to		408. Assessments to	
109.		409.	
110.		410.	
111.		411.	
112.		412.	
120. Gross Amount Due from Borrower	152,036.81	**420. Gross Amount Due to Seller**	145,000.00
200. Amounts Paid by or in Behalf of Borrower		**500. Reductions in Amount Due Seller:**	
201. Deposit or earnest money	500.00	501. Excess deposit (see instructions)	
202. Principal amount of new loan(s)	142,023.00	502. Settlement charges to Seller (Line 1400)	8,774.20
203. Existing loan(s) taken subject to		503. Existing loan(s) taken subject to	
204. Lender Credit-appraisal overpayment	7.00	504. Payoff First Mortgage to JPMorgan Chase Bank, NA	135,055.29
205. Gift Funds	10,000.00	505. Payoff Second Mortgage	
206.		506. Dep. retained ($500.00)	500.00
207.		507.	
208.		508.	
209.		509.	
Adjustments for items unpaid by Seller		Adjustments for items unpaid by Seller	
210. City/Town Taxes to		510. City/Town Taxes to	
211. County Taxes 01/01/15 to 05/29/15	670.51	511. County Taxes 01/01/15 to 05/29/15	670.51
212. Assessments to		512. Assessments to	
213.		513.	
214.		514.	
215.		515.	
216.		516.	
217.		517.	
218.		518.	
219.		519.	
220. Total Paid by/for Borrower	153,200.51	**520. Total Reduction Amount Due Seller**	145,000.00
300. Cash at Settlement from/to Borrower		**600. Cash at settlement to/from Seller**	
301. Gross amount due from Borrower (line 120)	152,036.81	601. Gross amount due to Seller (line 420)	145,000.00
302. Less amount paid by/for Borrower (line 220)	(153,200.51)	602. Less reductions due Seller (line 520)	(145,000.00)
303. Cash [ ] From [X] **To Borrower**	1,163.70	**603. Cash** [ ] **To** [ ] **From Seller**	0.00

* Paid outside of closing by borrower(B), seller(S), lender(L), or third-party(T)

The undersigned hereby acknowledge receipt of a completed copy of this statement & any attachments referred to herein

Borrower: KAREN K. BABER

Seller: GLORIA A. LONG-ROBINSON

The Public Reporting Burden for this collection of information is estimated at 35 minutes per response for collecting, reviewing, and reporting the data. This agency may not collect this information, and you are not required to complete this form, unless it displays a currently valid OMB control number. No confidentiality is assured; this disclosure is mandatory. This is designed to provide the parties to a RESPA covered transaction with information during the settlement process.

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L. Settlement Charges

		Paid From Borrower's Funds at Settlement	Paid From Seller's Funds at Settlement
700. Total Real Estate Broker Fees	$ 8,700.00		
Division of commission (line 700) as follows:			
701. $ 4,082.70 to The Allen Tate Company/Roberts Ouzts			
Note: Line 701 Includes Adjustment of -267.30 For Seller cost pd by listing agt			
702. $ 4,350.00 to The Allen Tate Company/Jonathan Garvey			
703. Commission paid at settlement			7,932.70
704. Deposit Ret'd By Listing Agent to The Allen Tate Company/Roberts Ouzts	$500.00 (POC)		
705.			
800. Items Payable in Connection with Loan			
801. Our origination charge	$ 1,165.00 (from GFE #1)		
802. Your credit or charge (points) for the specific interest rate chosen	$ -96.58 (from GFE #2)		
803. Your adjusted origination charges	(from GFE #A)	1,068.42	
804. Appraisal fee to APPRAISAL INNOVATIONS	(from GFE #3) P.O.C.$413.00(P)*		
805. Credit Report to ADVANTAGE CREDIT	(from GFE #3)	45.70	
806. Tax service to	(from GFE #3)		
807. Flood certification to	(from GFE #3)		
808. Compliance Inspection R to APPRAISAL INNOVATIONS	(from GFE #3) P.O.C.$75.00(P)*		
809.	(from GFE #3)		
810.	(from GFE #3)		
811.	(from GFE #3)		
900. Items Required by Lender to Be Paid in Advance			
901. Daily interest charges from 05/29/15 to 06/01/15 3 @ $17.020000/day	(from GFE #10)	51.06	
902. Mortgage insurance premium for months to FHA	(from GFE #3)	2,098.88	
903. Homeowner's Insurance for 1.0 years to STATE FARM/Rett Rutland	(from GFE #11)	1,059.00	
904.	(from GFE #11)		
905.	(from GFE #11)		
1000. Reserves Deposited with Lender			
1001. Initial deposit for your escrow account	(from GFE #9)	1,130.25	
1002. Homeowner's Insurance 5.000 months @ $ 88.25 per month	$ 441.25		
1003. Mortgage Insurance months @ $ 98.37 per month	$		
1004. Property taxes	$ 1,102.40		
County Taxes 8.000 months @ $ 137.80 per month			
1005.	$		
1006. months @ $ per month	$		
1007. months @ $ per month	$		
1008.	$		
1009. Aggregate Adjustment	$ -413.40		
1100. Title Charges			
1101. Title services and lender's title insurance	(from GFE #4)	1,135.00	
1102. Settlement or closing fee to Gillen Law Firm, PA	$ 375.00		300.00
1103. Owner's title insurance to Investors Title Insurance Co., Inc.	(from GFE #5)	424.50	
1104. Lender's title insurance to Investors Title Insurance Co., Inc.	$ 300.00		
1105. Lender's title policy limit $ 142,023.00			
1106. Owner's title policy limit $ 145,000.00			
1107. Agent's portion of the total title insurance premium to Title One, LLC	$ 434.70		
1108. Underwriter's portion of the total title insurance premium to Investors Title Insurance Co., Inc.	$ 289.80		
1109.	$		
1110.	$		
1111.	$		
1112.	$		
1113.	$		
1200. Government Recording and Transfer Charges			
1201. Government recording charges to Clerk of Court	(from GFE #7)	24.00	
1202. Deed $ 10.00 Mortgage $ 14.00 Releases $ 5.00	Other $		5.00
1203. Transfer taxes	(from GFE #8)		
1204. City/County tax/stamps Deed $ 536.50 Mortgage $			536.50
1205. State tax/stamps Deed $ Mortgage $			
1206.			
1207.			
1300. Additional Settlement Charges			
1301. Required services that you can shop for	(from GFE #8)		
1302.	$		
1303.	$		
1304.	$		
1305.	$		
1400. Total Settlement Charges (enter on lines 103, Section J and 502, Section K)		7,036.81	8,774.20

* Paid outside of closing by borrower(B), seller(S), lender(L), or third-party(T)

By signing page 1 of this statement, the signatories acknowledge receipt of a completed copy of page 2 & 3 of this three page statement.

Gillen Law Firm, PA, Settlement Agent

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ELECTRONICALLY FILED - 2019 Mar 15 9:37 AM - YORK - COMMON PLEAS - CASE#2018CP4601592

STATE OF SOUTH CAROLINA COUNTY OF YORK	)	IN THE COURT OF COMMON PLEAS
Karen K. Baber, Plaintiff, vs. Summit Funding, Inc.; Appraisal Innovations, LLC; Brian L. Blue; The Gillen Law Firm, P.A.; Michael F. Gillen; Allen Tate Co., Inc.; Colleen Coesens; Jonathan Garvey; Robert Ouzts; Connie Delaney; and Gloria Long-Robinson, Defendants.	)	**AFFIDAVIT** C.A. No.: 18-CP-46-1592

Personally appeared before me the undersigned Jana Catching, Senior Vice President of Corporation Operations of Summit Funding, Inc., who, on oath, says as follows.

1. She is familiar with loan number CNL1412x614460 between Summit Funding, Inc. (Lender) and Karen K. Baber (Borrower), including the documents that were signed at the closing of the loan.

2. Attached hereto at Exhibit A is a true and correct copy of the executed HUD-1 from the closing of loan number CNL1412x614460.

3. Attached hereto at Exhibit B is a true and correct copy of the Itemization of Amount Financed associated with loan number CNL1412x614460.

4. Exhibit B is not a part of the HUD-1, but is an estimate of costs and does not represent actual costs incurred by Borrower.

5. Final costs associated with the funding of loan number CNL1412x614460 are set forth on the HUD-1 attached as Exhibit A hereto.

6. There were no charges to Borrower for either a CL-100 or a home inspection separate and apart from the appraisal listed on Line 804 and the Compliance Inspection listed on Line 808 of the HUD-1 attached as Exhibit A hereto.

Further the Affiant sayeth naught.

Sworn to before me this
15th day of March, 2019

By: _____
Jana Catching
Senior Vice President
Corporation Operations
Summit Funding, Inc.

Kimberly Edina Ulrey
Notary Public for Summit Funding Inc.
My Commission Expires: 12/8/2022

KIMBERLY EDINA ULREY
COMM. # 2266468
NOTARY PUBLIC - CALIFORNIA
SAN JOAQUIN COUNTY
MY COMM. EXP. DEC. 8, 2022

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Sacramento
Subscribed and sworn to (or affirmed) before me this 15th day of March, 2019, by Jana M. Catching, proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

Signature _____ (Seal)

Driscoll Sheedy, P.A.
Attorneys at Law

00105006.1

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Exhibit A

ELECTRONICALLY FILED - 2019 Mar 15 9:37 AM - YORK - COMMON PLEAS - CASE#2018CP4601592

OMB Approval No. 2502-0265

A. Settlement Statement (HUD-1)

B. Type of Loan

1. [X] FHA 2. [ ] RHS 3. [ ] Conv. Unins. 4. [ ] VA 5. [ ] Conv. Ins.	6. File Number: BABE0022	7. Loan Number: CNL1412X614460	8. Mortgage Insurance Case Number: 461-6145927-703

C. Note: *This form is furnished to give you a statement of actual settlement costs. Amounts paid to and by the settlement agent are shown. Items marked "(p.o.c.)" were paid outside the closing; they are shown here for informational purposes and are not included in the totals.*

D. Name and Address of Borrower:	E. Name and Address of Seller:	F. Name and Address of Lender:
KAREN K. BABER 3356 GOODPLACE ROCK HILL, SC 29732	GLORIA A. LONG-ROBINSON 3221 KELOX ROAD GWYNN OAK, MD 21207	SUMMIT FUNDING, INC. 2241 HARVARD STREET, SUITE 200 SACRAMENTO, CA 95815

G. Property Location:	H. Settlement Agent:	I. Settlement Date:
255 ROLLING RIDGE ROAD ROCK HILL, SC 29730 York County, South Carolina COUNTRY CLUB ESTATES	Gillen Law Firm, PA 1803 Ebenezer Road Rock Hill, SC 29732 Ph. (803)327-1105 Place of Settlement: 1803 Ebenezer Road Rock Hill, SC 29732	May 29, 2015

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100. Gross Amount Due from Borrower:		400. Gross Amount Due to Seller:	
101. Contract sales price	145,000.00	401. Contract sales price	145,000.00
102. Personal property		402. Personal property	
103. Settlement Charges to Borrower (Line 1400)	7,036.81	403.	
104.		404.	
105.		405.	
Adjustments for items paid by Seller in advance		Adjustments for items paid by Seller in advance	
106. City/Town Taxes to		406. City/Town Taxes to	
107. County Taxes to		407. County Taxes to	
108. Assessments to		408. Assessments to	
109.		409.	
110.		410.	
111.		411.	
112.		412.	
120. Gross Amount Due from Borrower	152,036.81	420. Gross Amount Due to Seller	145,000.00
200. Amounts Paid by or in Behalf of Borrower		500. Reductions in Amount Due Seller:	
201. Deposit or earnest money	500.00	501. Excess deposit (see instructions)	
202. Principal amount of new loan(s)	142,023.00	502. Settlement charges to Seller (Line 1400)	9,774.20
203. Existing loan(s) taken subject to		503. Existing loan(s) taken subject to	
204. Lender Credit-appraisal overpayment	7.00	504. Payoff First Mortgage to JPMorgan Chase Bank, NA	135,055.29
205. Gift Funds	10,000.00	505. Payoff Second Mortgage	
206.		506. Dep. retained ($500.00)	500.00
207.		507.	
208.		508.	
209.		509.	
Adjustments for items unpaid by Seller		Adjustments for items unpaid by Seller	
210. City/Town Taxes to		510. City/Town Taxes to	
211. County Taxes 01/01/15 to 05/29/15	670.51	511. County Taxes 01/01/15 to 05/29/15	670.51
212. Assessments to		512. Assessments to	
213.		513.	
214.		514.	
215.		515.	
216.		516.	
217.		517.	
218.		518.	
219.		519.	
220. Total Paid by/for Borrower	153,200.51	520. Total Reduction Amount Due Seller	145,000.00
300. Cash at Settlement from/to Borrower		600. Cash at settlement to/from Seller	
301. Gross amount due from Borrower (line 120)	152,036.81	601. Gross amount due to Seller (line 420)	145,000.00
302. Less amount paid by/for Borrower (line 220)	(153,200.51)	602. Less reductions due Seller (line 520)	(145,000.00)
303. Cash [ ] From [X] To Borrower	1,163.70	603. Cash [ ] To [ ] From Seller	0.00

* Paid outside of closing by borrower(B), seller(S), lender(L), or third-party(T)

The undersigned hereby acknowledge receipt of a completed copy of this statement & any attachments referred to herein.

Borrower Karen K. Baber
KAREN K. BABER

Seller Gloria A. Long-Robinson by
GLORIA A. LONG-ROBINSON
Connie Gillen POA

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L. Settlement Charges

			Paid From Borrower's Funds at Settlement	Paid From Seller's Funds at Settlement
700. Total Real Estate Broker Fees	$ 8,700.00			
Division of commission (line 700) as follows:				
701. $ 4,082.70 to The Allen Tate Company/Roberts Ouzts				
Note: Line 701 Includes Adjustment of	-267.30 For Seller cost pd by listing agt			
702. $ 4,350.00 to The Allen Tate Company/Jonathan Garvey				
703. Commission paid at settlement				7,932.70
704. Deposit Rec'd By Listing Agent to The Allen Tate Company/Roberts Ouzts		$500.00 (POC)		
705.				
800. Items Payable in Connection with Loan				
801. Our origination charge	$ 1,165.00	(from GFE #1)		
802. Your credit or charge (points) for the specific interest rate chosen	$ -96.58	(from GFE #2)		
803. Your adjusted origination charges		(from GFE #A)	1,068.42	
804. Appraisal fee to APPRAISAL INNOVATIONS		(from GFE #3) P.O.C.$413.00(P)*		
805. Credit Report to ADVANTAGE CREDIT		(from GFE #3)	45.70	
806. Tax service to		(from GFE #3)		
807. Flood certification to		(from GFE #3)		
808. Compliance Inspection R to APPRAISAL INNOVATIONS		(from GFE #3) P.O.C.$75.00(P)*		
809.		(from GFE #3)		
810.		(from GFE #3)		
811.		(from GFE #3)		
900. Items Required by Lender to Be Paid in Advance				
901. Daily interest charges from 05/29/15 to 06/01/15	3 @ $17.020000/day	(from GFE #10)	51.06	
902. Mortgage insurance premium for months to FHA		(from GFE #3)	2,098.88	
903. Homeowner's insurance for 1.0 years to STATE FARM/Rett Rutland		(from GFE #11)	1,059.00	
904.		(from GFE #11)		
905.		(from GFE #11)		
1000. Reserves Deposited with Lender				
1001. Initial deposit for your escrow account		(from GFE #9)	1,130.25	
1002. Homeowner's insurance 5.000 months @ $ 88.25 per month		$ 441.25		
1003. Mortgage insurance months @ $ 98.37 per month		$		
1004. Property taxes		$ 1,102.40		
County Taxes 8.000 months @ $ 137.80 per month				
1005.		$		
1006. months @ $ per month		$		
1007. months @ $ per month		$		
1008.		$		
1009. Aggregate Adjustment		$ -413.40		
1100. Title Charges				
1101. Title services and lender's title insurance		(from GFE #4)	1,135.00	
1102. Settlement or closing fee to Gillen Law Firm, PA		$ 375.00		300.00
1103. Owner's title insurance to Investors Title Insurance Co., Inc.		(from GFE #5)	424.50	
1104. Lender's title insurance to Investors Title Insurance Co., Inc.		$ 300.00		
1105. Lender's title policy limit	$ 142,023.00			
1106. Owner's title policy limit	$ 145,000.00			
1107. Agent's portion of the total title insurance premium to Title One, LLC		$ 434.70		
1108. Underwriter's portion of the total title insurance premium to Investors Title Insurance Co., Inc.		$ 289.80		
1109.		$		
1110.		$		
1111.		$		
1112.		$		
1113.		$		
1200. Government Recording and Transfer Charges				
1201. Government recording charges to Clerk of Court		(from GFE #7)	24.00	
1202. Deed $ 10.00 Mortgage $ 14.00 Releases $ 5.00		Other $		5.00
1203. Transfer taxes		(from GFE #8)		
1204. City/County tax/stamps Deed $ 536.50	Mortgage $			536.50
1205. State tax/stamps Deed $	Mortgage $			
1206.				
1207.				
1300. Additional Settlement Charges				
1301. Required services that you can shop for		(from GFE #6)		
1302.		$		
1303.		$		
1304.		$		
1305.		$		
1400. Total Settlement Charges (enter on lines 103, Section J and 502, Section K)			7,036.81	8,774.20

* Paid outside of closing by borrower(B), seller(S), lender(L), or third-party(T)

By signing page 1 of this statement, the signatories acknowledge receipt of a completed copy of page 2 & 3 of this three page statement.

Gillen Law Firm, PA, Settlement Agent

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Comparison of Good Faith Estimate (GFE) and HUD-1 Charges		Good Faith Estimate	HUD-1
Charges That Cannot Increase	**HUD-1 Line Number**		
Our origination charge	# 801	1,165.00	1,165.00
Your credit or charge (points) for the specific rate chosen	# 802	-96.58	-96.58
Your adjusted origination charges	# 803	1,068.42	1,068.42

Charges That In Total Cannot Increase More than 10%		Good Faith Estimate	HUD-1
Government recording charges	#1201	125.00	24.00
Appraisal fee	# 804	495.00	413.00
Credit report	# 805	30.00	45.70
Compliance Inspection Report	# 808		75.00
Mortgage Insurance Premium	# 902	2,098.88	2,098.88
Title services and lender's title insurance	#1101	1,162.00	1,135.00
Owner's title insurance to Investors Title Insurance Co., Inc.	#1103	150.00	424.50
	Total	4,060.88	4,216.08
	Increase between GFE and HUD-1 Charges	$ 155.20 or	3.82%

Charges That Can Change			Good Faith Estimate	HUD-1
Initial deposit for your escrow account	#1001		957.98	1,130.25
Daily interest charges	# 901	$ 17.020000/day	323.38	51.06
Homeowner's insurance	# 903		840.00	1,059.00

Loan Terms

Your initial loan amount is	$ 142,023.00
Your loan term is	30.00 years
Your initial interest rate is	4.3750 %
Your initial monthly amount owed for principal, interest and any mortgage insurance is	$ 807.47 includes [X] Principal [X] Interest [X] Mortgage Insurance
Can your interest rate rise?	[X] No [ ] Yes, it can rise to a maximum of _____%. The first change will be on _____ and can change again every ___ months after _____. Every change date, your interest rate can increase or decrease by _____%. Over the life of the loan, your interest rate is guaranteed to never be lower than _____% or higher than _____%.
Even if you make payments on time, can your loan balance rise?	[X] No [ ] Yes, it can rise to a maximum of $_____.
Even if you make payments on time, can your monthly amount owed for principal, interest, and mortgage insurance rise?	[X] No [ ] Yes, the first increase can be on _____ and the monthly amount owed can rise to $_____. The maximum it can ever rise to is $_____.
Does your loan have a prepayment penalty?	[X] No [ ] Yes, your maximum prepayment penalty is $_____.
Does your loan have a balloon payment?	[X] No [ ] Yes, you have a balloon payment of $_____ due in ___ years on _____.
Total monthly amount owed including escrow account payments	[ ] You do not have a monthly escrow payment for items, such as property taxes and homeowner's insurance. You must pay these items directly yourself. [X] You have an additional monthly escrow payment of $226.05 that results in a total initial monthly amount owed of $1,033.52. This includes principal, interest, any mortgage insurance and any items checked below: [X] Property taxes [X] Homeowner's insurance [ ] Flood insurance [ ] [ ] [ ]

Note: If you have any questions about the Settlement Charges and Loan Terms listed on this form, please contact your lender.

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HUD-1 Attachment

Borrower(s): KAREN K. BABER
3356 GOODPLACE
ROCK HILL, SC 29732

Seller(s): GLORIA A. LONG-ROBINSON
3221 KELOX ROAD
GWYNN OAK, MD 21207

Lender: SUMMIT FUNDING, INC.
Settlement Agent: Gillen Law Firm, PA
(803)327-1105
Place of Settlement: 1803 Ebenezer Road
Rock Hill, SC 29732
Settlement Date: May 29, 2015
Property Location: 255 ROLLING RIDGE ROAD
ROCK HILL, SC 29730
York County, South Carolina
COUNTRY CLUB ESTATES

Seller Loan Payoff Details

Payoff First Mortgage **to JPMorgan Chase Bank, NA**

Loan Payoff	As of		
Total Additional Interest		days @	Per Diem
Total Loan Payoff	**135,055.29**		

Adjusted Origination Charge Details

Origination Charge

Origination Fee	1,165.00
to SUMMIT FUNDING, INC.	
Total	**$ 1,165.00**

Origination Credit/Charge (points) for the specific interest rate chosen

Credit/Charge	-96.58
to SUMMIT FUNDING, INC.	
Total	**$ -96.58**

Adjusted Origination Charges **$ 1,068.42**

Reserves Deposited with Lender

Homeowner's Insurance 5.000 at 88.25 per month	441.25
County Taxes 8.000 at 137.80 per month	1,102.40
Aggregate Adjustment	-413.40
Total	**$ 1,130.25**

Title Services and Lender's Title Insurance Details	BORROWER	SELLER
Title Examination Fee to Gillen Law Firm, PA	175.00	
Title Commitment/Binder Fee to Title One, LLC	125.00	
Document Preparation Fee to Gillen Law Firm, PA	75.00	

WARNING: It is a crime to knowingly make false statements to the United States on this or any similar form. Penalties upon conviction can include a fine and imprisonment. For details see: Title 18 U.S. Code Section 1001 and Section 1010.

(BABE0022.PFD/BABE0022/20)

LOAN #: CNL1412x614460

ADDENDUM TO HUD-1 SETTLEMENT STATEMENT

I have carefully reviewed the HUD-1 Settlement Statement and to the best of my knowledge and belief, it is a true and accurate statement of all receipts and disbursements made on my account or by me in this transaction. I further certify that I have received a copy of the HUD-1 Settlement Statement.

Karen K. Baber 5-29-15
KAREN K BABER DATE

Gloria Long-Robinson by Patricia Delaney POA 5-29-15
GLORIA LONG-ROBINSON DATE

The HUD-1 Settlement Statement which I have prepared is a true and accurate account of this transaction. I have caused or will cause the funds to be disbursed in accordance with this statement.

By: _____ 5-29-15
Investors Title Settlement Agent Date

WARNING: It is a crime to knowingly make false statements to the United States on this or any other similar form. Penalties upon conviction can include a fine and imprisonment. For details see: Title 18 U.S. Code Section 1001 and Section 1010.

Ellie Mae, Inc.

GAH1 0911
GAH1
05/27/2015 07:19 AM PST

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Loan #: CNL1412x614460

ADDENDUM TO HUD SETTLEMENT STATEMENT

	ITEMIZED FEE BREAKDOWN :	BORROWER	SELLER
801	OUR ORIGINATION CHARGE INCLUDES		
	801c. Processing Fee to Summit Funding, Inc.	$295.00	
	801g. 801 - Administration Fee to Summit Funding, Inc.	$870.00	
802	YOUR CREDIT/CHARGE(POINTS) FOR SPECIFIC INTEREST RATE CHOSEN INCLUDES		
	802b. Origination Credit @ $96.58 ($96.58)PTC(L*)		

This Addendum is furnished to give you a statement of actual settlement costs. Items marked "(p.o.c.)" were paid outside the closing; items marked "(p.t.c.)" were paid through closing; they are shown here for informational purposes. If you have any questions about the Settlement Charges listed on this form, please contact your lender.

KAREN K BABER — DATE 5-29-15

GLORIA LONG-ROBINSON — DATE 5-29-15

Ellie Mae, Inc.

GHUD1AS 0410
G2HUD1SS
05/27/2015 07:19 AM PST

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Overnight/Handling Fee/Package to Gillen Law Firm, PA		60.00	
CPL Letter Fee to Investors Title Insurance Co.		25.00	
Attorney's Fees to Gillen Law Firm, PA		375.00	
Lender's title insurance to Investors Title Insurance Co., Inc.		300.00	
	Total	$ 1,135.00	$ 0.00

Settlement or Closing Fee Details *borrower portion also shown above in Title Services and Lender's Title Insurance Details	BORROWER	SELLER
Attorney's Fees to Gillen Law Firm, PA	375.00	
Document Preparation/Deed to Gillen Law Firm, PA		250.00
Wire Fee/Payoff to Gillen Law Firm, PA		50.00
Total	$ 375.00	$ 300.00

Owner's Title Insurance	BORROWER	SELLER
Owner's Policy Premium to Investors Title Insurance Co., Inc.	424.50	
Total	$ 424.50	$ 0.00

Lender's Title Insurance *fees also shown above in Title Services and Lender's Title Insurance Details		BORROWER	SELLER
Lender's Policy Premium to Investors Title Insurance Co., Inc.		100.00	
Lender's Endorsement Charges		200.00	
Endorsement	Endorsement Charge		
ALTA Endorsement Form 8.1 (Environmental Protection Lien)	100.00		
ALTA Endorsement Form 9 (Restrictions, Encroachments, Min.)	100.00		
Total		$ 300.00	$ 0.00

WARNING: It is a crime to knowingly make false statements to the United States on this or any similar form. Penalties upon conviction can include a fine and imprisonment. For details see: Title 18 U.S. Code Section 1001 and Section 1010.

(BABE0022.PFD/BABE0022/20)

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LOAN #: CNL1412x614460
May 29, 2015

Summit Funding, Inc.

ADDENDUM TO HUD-1
SETTLEMENT STATEMENT

Property Address:
255 ROLLING RIDGE ROAD
Rock Hill, SC 29732

NOTICE TO ALL PARTIES: If information is obtained which indicates that the source of the borrower's financial contribution is other than from the borrower or other than stated by the lender in its closing instructions, the settlement agent is to obtain written instructions from the lender before proceeding with settlement.

CERTIFICATION OF BUYER IN AN FHA-INSURED LOAN TRANSACTION

I certify that I have no knowledge of any loans that have been or will be made to me (us) or loans that have been or will be assumed by me (us) for purposes of financing this transaction, other than those described in the sales contract dated February 19, 2015 (including addenda). I certify that I (we) have not been paid or reimbursed for any of the cash downpayment. I certify that I (we) have not and will not receive any payment or reimbursement for any of my (our) closing costs which have not been previously disclosed in the sales contract (including addenda) and/or my application for mortgage insurance submitted to my (our) mortgage lender.

Karen K. Baber 5-29-15

KAREN K BABER DATE

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Exhibit B

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Lender: Summit Funding, Inc.

Date: 05/29/2015

Loan #: CHL1412x614460

Borrower Name(s): KAREN K BABER

MIN #: 100241 1-0611116530-3

Loan Amount: $142,023.00

Property Address: 255 ROLLING RIDGE ROAD
Rock Hill, SC 29732

ITEMIZATION OF AMOUNT FINANCED

	ITEMIZATION OF AMOUNT FINANCED OF:		$137,446.56
	NET PROCEEDS FOR FUNDING:		$133,730.51

P.O.C. AMOUNTS: P = Borrower Paid S = Seller Paid L = Lender Paid B = Broker Paid O = Other
FINANCED FEE AMOUNTS: F = Fee is Financed and Included in Loan Amount

	AMOUNT PAID TO OTHERS ON YOUR BEHALF		
0804	Appraisal Fee to Appraisal Innovations	$413.00/POC P	$413.00
0805	Credit Report to ADVANTAGE CREDIT		$45.70
0808	810- Compliance Inspection Report to Appraisal Innovations	$75.00/POC P	$75.00
0903	Hazard Insurance Premium to State Farm		$1,059.00
1002	HOMEOWNER'S INSURANCE RESERVES ($ @ $88.25)		$441.25
1004	COUNTY PROP TAX RESERVES ($ @ $137.80)		$1,102.40
1011	AGGREGATE ADJUSTMENT		($413.40)
1101	TITLE SERVICES AND LENDER'S TITLE INSURANCE INCLUDES		
	1104 Lenders Title Insurance		$300.00
1201	TOTAL RECORDING CHARGES INCLUDES		
	1203 Recording Fees		$35.00
1203	TRANSFER TAXES INCLUDES		
	1203 Transfer Taxes		$135.00
1301	REQUIRED SERVICES THAT YOU CAN SHOP FOR INCLUDES		
	1302 PEST INSPECTION COMPANY		$75.00
	1305 HOME INSPECTION		$450.00
	TOTAL AMOUNT PAID TO OTHER		$3,717.95
	ITEMIZATION OF THE PREPAID FINANCE CHARGE		
0801	OUR ORIGINATION CHARGE INCLUDES		
	Processing Fee to Summit Funding, Inc.		$295.00
	801 - Administration Fee to Summit Funding, Inc.		$870.00
0901	INTEREST TO FIRST PAYMENT ($ @ $17.02)		$51.06
0902	Mortgage Insurance Premium		$2,098.88
1101	TITLE SERVICES AND LENDER'S TITLE INSURANCE INCLUDES		
	1102 Settlement or Closing Fee		$835.00
1103	Owners Title Insurance		$424.50
	TOTAL PREPAID FINANCE CHARGE		$4,574.44
	FEES PAID BY LENDER ON BEHALF OF BORROWER		
0802	YOUR CREDIT/CHARGE(POINTS) FOR SPECIFIC INTEREST RATE CHOSEN INCLUDES		
	Origination Credit @ 0.000 % = $96.56		($96.56)
	TOTAL		($96.56)

The undersigned acknowledge receiving and reading a completed copy of this disclosure. Neither you nor the creditor previously has become obligated to make or accept this loan. This disclosure is not part of your loan contract.

Karen K Baber 5-29-15

KAREN K BABER DATE

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STATE OF SOUTH CAROLINA

COUNTY OF YORK

IN THE COURT OF COMMON PLEAS
2018-CP-46-01592

KAREN K. BABER,

Plaintiff,

vs.

SUMMIT FUNDING, INC., APPRAISAL INNOVATIONS, LLC, BRIAN L. BLUE, THE GILLEN LAW FIRM, P.A., MICHAEL F. GILLEN, ALLEN TATE CO., INC., COLLEEN COESENS, JONATHAN GARVEY, ROBERT OUZTS, CONNIE DELANEY, and GLORIA LONG-ROBINSON,

Defendants.

MEMORANDUM OF LAW IN SUPPORT OF MOTION FOR SUMMARY JUDGMENT

INTRODUCTION

Pro-se Plaintiff, Karen Baber's ("Baber") one hundred eighty four paragraph, eleven claim complaint represents an attempt to circumvent Plaintiff's previously-executed release of all claims against Defendants Allen Tate Co., Inc. ("Allen Tate"), Colleen Coesens ("Coesens"), Jonathan Garvey ("Garvey"), Robert Ouzts ("Ouzts") and Connie Delaney ("Delaney") (collectively, the "Tate Defendants") and assign liability to the Tate Defendants for alleged defects in a home Baber purchased "as-is" and with knowledge of the defects at the time she purchased it. The Court should enforce the terms of the release that Baber signed and dismiss all claims against the Tate Defendants, with prejudice. Alternatively, the Tate Defendants are entitled to summary judgment because of statements Baber admitted when she failed to timely respond to Requests for Admission served by the Tate Defendants and because Baber has no evidence to support her first cause of action.

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SUMMARY OF FACTS

Baber is a former South Carolina licensed real estate broker who has also worked for attorneys in handling real estate closings. (Deposition of Karen Baber ("Baber Dep."), pp. 22-23). In January, 2015, Baber was searching for a home to purchase in Rock Hill, South Carolina. At the time, she was working with Garvey, who served as her real estate agent pursuant to an Exclusive Right to Buy Buyer Agency Contract signed by both Baber and Garvey. (Baber Dep. p. 36 and Ex. 4). Between January 9, 2015 and January 11, 2015, Baber and Garvey exchanged several e-mails about a property located at 255 Rolling Ridge Road, Rock Hill, South Carolina. ("Property") (Baber Dep., Ex. 5-7). As part of those e-mails, Baber questioned Garvey about certain issues with the Property that she identified when she walked through the Property, including the condition of the air conditioning, water heater, gas pack, deck, stove, siding, bedroom ceiling, windows, and roof shingles, among other things. (Id.) As part of this exchange, Garvey provided Baber with the Residential Property Condition Disclosure Statement ("Disclosure Statement") signed by Gloria Long-Robinson, the owner of the Property. (Baber Dep. pp. 59-60 and Ex. 7).[1]

In the Disclosure Statement, Long-Robinson represented that she had ***actual knowledge of problems with twelve of the fourteen systems*** described on page 2 of the Disclosure Statement, including the water supply; water quality; water pressure; sanitary sewer; roof system; gutter system; plumbing system; electrical system; appliances; built in systems and fixtures; heating system and cooling system. (Baber Dep., Ex. 7, p.2). Long-Robinson also disclosed on page 3 of the Disclosure Statement that she was also aware of problems caused by water during her

[1] Ms. Long-Robinson was represented in the sale of the property by Delaney and Ouzts, who are also defendants in this matter. (Baber Dep. p. 29).

ownership. (Baber Dep., Ex. 7, p. 3). Many of these systems Long-Robinson identified in the Disclosure Statement as having problems were the same items that Baber had already observed and questioned in her e-mail exchange with Garvey between January 9 and January 11. (See, Baber Dep. Ex. 5-7)

Shortly thereafter, Baber submitted a proposed Agreement/Contract to Buy and Sell Real Estate to Long-Robinson in which she offered to purchase the Property for $145,000.00. (Baber Dep. p. 75). The offer includes, among other things, a requirement that Long-Robinson pay for a home warranty for Baber. (Baber Dep. Ex., 9, § 14). Long-Robinson ultimately did not agree to purchase a home warranty on the property. (Baber Dep. p. 75). After Long-Robinson refused to purchase a home warranty, Baber testified that it was her understanding that Garvey agreed to pay for a home warranty, but admitted that "well, if you don't, I will, because we need one." (Baber Dep. p. 76).

On or about February 19, 2015, Baber and Long-Robinson entered into an Agreement/Contract to Buy and Sell Real Estate ("Purchase Contract") pursuant to which Baber agreed to purchase the property for $145,000.00. (Baber Dep. Ex. 11). The Purchase Contract clearly indicated that Baber was purchasing the property "As-Is, Where Is, With all Faults" and the sale was contingent on Long-Robinson's lender approving a short sale of the Property. (Id. § 28 and Short Sale Addendum). The Purchase Contract did not require that a home warranty be purchased. (Id. § 14). The Purchase Contract gave Baber the right to inspect the condition of the Property and to have the property inspected for wood infestation. (Id. §§ 8 and 11).

Most of Baber's claims against the Tate Defendants are based on alleged representations made by the Tate Defendants (which are denied) and others prior to closing that termite and home

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inspections had been performed and came back clear or that such inspections were a condition on her closing of the loan. Baber claims that had she known the true condition of the Property, she would not have purchased it. (See, e.g., Complaint ¶¶ 106, 135, 165). However, Baber testified that when she received the original appraisal of the Property on March 5, 2015 (Baber Dep. Ex. 16), she immediately questioned the accuracy of the appraisal because it did not identify the defects in Property she had spotted in January. (Baber Dep. pp. 110-113). More specifically, she was concerned that appraisal did not address:

> a hole I thought I saw in the roof from the outside, two rusted holes in the air conditioner, the rotten and unsafe deck which I did not think met FHA standards, the rotten wood around the windows, window seals, overhangs, doors and signing, the gutters that were falling off and water spots in the ceiling.

(Baber Dep. pp. 112-113 and Ex. 17).

Baber closed on her purchase of the Property on May 29, 2015. (Baber Dep. P. 122). Immediately prior to closing, Baber notified Linda Mattison, the paralegal for the closing attorney, Michael Gillen, by e-mail that she "didn't have a termite inspection done" and "did have an inspection/appraisal" which had been paid for. (Baber Dep. Ex. 14). Baber admitted in her deposition that she never received any bill for any inspections or any invoices for repairs to the Property prior to closing. (Baber Dep. pp. 90, 94).

As part of the closing, Baber concedes that she executed a Walk-Through Acknowledgment ("Acknowledgement") in which she represented that she "accepts the repairs and condition of the property." (Baber Dep. pp. 123-124 and Ex. 19). She also executed a Professional Services Disclosure and Election ("Professional Services Disclosure") in which she did not indicate that she had selected anyone to perform a home inspection or a wood infestation inspection. (Baber Dep. p. 129 and Ex. 20).

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Despite the fact that Baber was well aware prior to closing that: (1) she was purchasing the property "as is"; (2) there were defects and other issues with the Property that she had identified; (3) she did not pay for any inspections of the property or repairs to the property; and (4) she signed an Acknowledgment that she accepted the condition of the Property "as-is", Baber now complains of a vast conspiracy to hide the condition of the property, misrepresent whether inspections had been performed and induce her to purchase the property. Baber testified that within the first few days of her purchase of the Property on March 29, 2015 she was aware of the majority of the problems with the Property of which she now complains. (Baber Dep. pp. 130-131). She demanded a meeting with Coesens, Garvey and others at Allen Tate to discuss the Property and the fact that she did not receive a home warranty on the Property.[2] (Baber Dep. 133-134).

Baber testified that she met with Coesens, Garvey and Ouzts on June 29, 2015. (Baber Dep. p. 136-137). During that meeting, Allen Tate offered to pay Baber $409.00 towards the cost of a home warranty and asked her to sign a release of claims against Allen Tate and its agents in exchange for that payment. (Baber Dep. p. 137-138). On June 30, 2015, Baber purchased a home warranty (Baber Dep. Ex. 23). She received the $409.00 payment and signed a General Release ("Release") in which she released "Allen Tate Co., Inc., its parent entities, predecessors, successors and assigns, officers, directors, brokers, agents, employees and related and affiliated companies" (which includes all of the Tate Defendants) from:

> any and all manner of, disputes, actions claims, demands, and liabilities whatsoever in law or equity, including complaints to any professional association or commission, and all claims for contribution and indemnification, arising from and by reason of any and all known and unknown, foreseen and unforeseen, injuries and damages, and the consequences thereof, related to and associated with the Offer to Purchase and Contract dated February 15, 2015 and any and all transactions and

[2] Although the Purchase Contract clearly does not contain any requirement for a Home Warranty, Baber alleges that Garvey offered to purchase one for her out of his own pocket. (Baber Dep. p. 76).

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circumstances regarding the property located at 255 Rolling Ridge Road, Rock Hill, South Carolina.

(Baber Dep. pp. 138 and Ex. 22). Baber admitted in her deposition that she signed the release, received the payment and gave up all rights and claims against the Tate Defendants. (Baber Dep. pp. 139-140).

In summary, Baber admitted the following during her deposition:

- In January, 2015, she sent e-mails to Garvey questioning the condition of the Property when she first saw it and identifying most of the defects of which she now complains (Baber Dep. pp. 47-58);
- She later signed a purchase contract that clearly indicated that the Property was being sold "As-Is, Where Is, With all Faults" (Baber Dep., Ex. 11);
- She received the Disclosure Statement on which the Owner had checked that she had knowledge of defects in twelve of the fourteen systems contained on page 2 (Baber Dep. pp. 59-62);
- When she received a copy of the appraisal, she immediately contacted the appraiser and asked why he had not noted the defects in the house that she had previously identified (Baber Dep., 112-113);
- She signed the Acknowledgment and Professional Services Disclosure around the time of closing in which she acknowledged having walked through the house and accepting the condition of the house "as is" and in which she acknowledged that she had not requested a termite inspection or a home inspection (Baber Dep. pp. 123-124, 129 and Ex. 19 and 20); and
- After closing, and after she was aware of the defects in the house for which she now seeks damages, she signed the Release in which she released all claims against the Tate Defendants in exchange for payment of $409.00 for a home warranty. She further admitted receiving the money, purchasing the warranty and signing the Release. (Baber Dep. pp. 139-141)

However, Baber claims in this action that the Tate Defendants and others failed to disclose material information concerning the condition of the house, that many people made false representations about what inspections were required, that inspections were performed that showed no issues with

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the house and Baber was ultimately fraudulently induced to purchase the property through a vast conspiracy between the defendants.[3]

LEGAL ARGUMENT

Summary judgment shall be granted "if the pleadings, depositions, affidavits, and discovery on file show there is no genuine issue of material fact such that the moving party must prevail as a matter of law." S.C.R. Civ. Pro. 56(c). A party seeking summary judgment has the initial burden of demonstrating the absence of a genuine issue of material fact. George v. Empire Fire & Marine Ins. Co., 344 S.C. 582, 592, 545 S.E.2d 500, 505 (2001). "Once the moving party carries its initial burden, the 'opposing party must, under Rule 56(e), do more than simply show that there is some metaphysical doubt as the material facts but must come forward with specific facts showing that there is a genuine issue for trial.'" Id. "The party opposing summary judgment cannot simply rest on mere allegations and denials contained in the pleadings." Id. at 593, 454 S.E.2d at 505, citing Rule 56(e), SCRCP. As demonstrated below, the Tate Defendants are entitled to summary judgment on each of Plaintiff's claims based on Baber's execution of the Release. Alternatively, the Tate Defendants are entitled to summary judgment because of Baber's admissions arising from her failure to respond to Requests for Admission and her inability to provide evidence for her claims.

1. Summary Judgment is proper because Baber released the Tate Defendants from all claims arising from the Contract and her purchase of the Property.

All of Baber's claims against the Tate Defendants arise from her purchase of the Property on May 29, 2015, or from her execution of the Release shortly after closing. (Complaint ¶¶ 106,

[3] All of Baber's claims against Allen Tate Co., Inc. are based on the alleged acts of Coesens, Ouzts, Delaney and Garvey. (Complaint, ¶ 7-11). Baber doesn't allege any independent acts by Allen Tate Co., Inc.

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115, 125, 135, 165, and 180). Baber testified that she was aware of the vast majority of alleged defects in the Property of which she now complains within a few days of closing and before she signed the Release. (Baber Dep., pp 130-132). Baber admitted in her deposition that she signed the Release in exchange for a payment of $409.00 for a home warranty, that she received the funds and purchased the home warranty. (Baber Dep. pp. 139-140). Therefore Baber knowingly and voluntarily released all of the claims against the Tate Defendants relating to the purchase of the Property, which includes the claims contained in her complaint. Therefore, Baber's claims against the Tate Defendants should be dismissed, with prejudice.

Baber confirmed in her deposition that her understanding was that the Tate Defendants were providing her with the funds to purchase a home warranty in exchange for the Release:

Q What's your understanding of the effect of Exhibit 22? The release.

A That they were going to honor Jonathan's promise to pay for the warranty.

Q Okay. And they paid you money that you used to buy a warranty; correct?

A Correct.

Q And in exchange, you were doing what?

A Sign away my last child and everything else.

Q Giving up all rights and claims against them?

A Yes.

(Baber Dep. pp. 139-140). However, in her complaint, Baber attempts to circumvent the effect of the Release by alleging in her Eleventh Cause of action that she executed the release based on "repeated representations from the Tate employees that Baber would be provided a copy of the CL-100 report and the home inspection report . . . ." (Complaint, ¶ 180). Baber also raised these

representations during her deposition testimony, but ultimately conceded that she gave the Release in exchange for payment that she received to pay for a home warranty:

> Q But you had an agreement where if they bought you a home warranty, you would sign a release?
>
> A Right. And when I discovered it was based on fraud --
>
> Q What's the fraud? They bought you a home warranty. You signed the release.
>
> A They did.
>
> Q Where's the fraud?
>
> A I think we'll probably get there.
>
> Q No. I'm asking you. Where's the fraud?
>
> A What's the fraud? The fraud is -- the first place was they did it under false pretense.
>
> Q What false pretenses? They paid you the money.
>
> A They paid me the money.
>
> Q You signed a release.
>
> A I did.

(Baber Dep. p. 141).

The clear, unambiguous language of the Release confirms Baber's deposition testimony and her understanding that she released all claims against the Tate Defendants based on a payment of $409.00 for a home warranty, not based on any representations that Baber would be provided with copies of non-existent inspection reports. See, Maw v. McAlister, 252 S.C. 280, 284-85, 166 S.E.2d 203, 204 (1969) (Concluding that Plaintiff could not raise fraud as a defense to a release barring future claims when "the truth could have been ascertained by reading the instrument" and further advising that "one entering into a written contract should read it and avail himself of every

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reasonable opportunity to understand its content and meaning." (citations omitted)).[4] Therefore, the Tate Defendants' motion for summary judgment should be granted and Baber's claims against the Tate Defendants should be dismissed, with prejudice.

2. Alternatively, summary judgment is also proper on Baber's second, third, fourth, eighth, and eleventh causes of action because Baber admitted that she knew that no inspections were performed and told the Tate Defendants she did not want to pay for the inspections.

Should the Court determine that the Tate Defendants are not entitled to summary judgment based on the Release Baber signed, then the Tate Defendants are entitled to summary judgment on Baber's second, third, fourth, eighth, and eleventh causes of action due to Baber's admissions arising from her failure to respond to Requests for Admission. On August 8, 2018, the Tate Defendants served Requests for Admission on Baber pursuant to Rule 36, SCRCP.[5] As demonstrated in the Affidavit of Tate Ogburn attached to the Motion for Summary Judgment as Exhibit D, Baber failed to timely respond to the requests for admission and failed to either seek an extension of time to respond or seek relief from the effects of Rule 36.

The Requests for Admission contain the following requests:

> 8. Admit that you knew before you purchased the Property on May 29, 2015 that no termite inspection had been performed on the Property.
>
> 9. Admit that you knew before you purchased the Property on May 29, 2015 that no CL-100 Official South Carolina Wood Infestation Report existed relating to the Property.
>
> 10. Admit that you knew before you purchased the Property on May 29, 2015 that no home inspection (other than the appraisal performed by Brian Blue of Appraisal Innovations, LLC) had been performed on the Property.

[4] Interestingly, Baber contradicts her own testimony by first stating that she did read the release before signing it (Baber Dep. p. 138) and later claiming "Did I read it? No." (Baber Dep. p. 140).

[5] The Requests for Admission are attached to the Motion for Summary Judgment as Exhibit C.

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11. Admit that you knew before you purchased the Property on May 29, 2015 that the appraisal performed by Brian Blue of Appraisal Innovations, LLC was the only inspection performed on the Property prior to closing.

12. Admit that you told one or more of the Tate Defendants that you did not want to pay for a home inspection.

13. Admit that you told one or more of the Tate Defendants that you did not want to pay for a termite inspection.

Since Baber failed to timely respond to the Requests for Admission, it is now deemed admitted that: (1) she was aware before she purchased the Property that no termite inspection or home inspection had been performed on the Property; (2) she knew prior to closing that no CL-100 existed relating to the Property; and (3) she told one or more of the Tate Defendants that she did not want to pay for a home inspection or termite inspection. See, Hinson-Barr, Inc. v. Pinckard, 292 S.C. 267, 269-70, 356 S.E.2d 115, 116 (1987) ("Under Rule 36(a), SCRCP, all matters contained in a Request for Admission are admitted unless the party serves answers or objects within a certain time.").

Plaintiff's claims against the Tate Defendants in her Second, Third, Fourth, Eighth, and Eleventh causes of action are each based on alleged misrepresentations concerning whether a termite inspection or home inspection had been performed and the results of those inspections. (See, Complaint ¶¶ 112, 126,132, 164, 180). Based on Baber's admissions, she was fully aware those inspections had not been performed and had told the Tate Defendants that she was not willing to pay for those inspections. Therefore, this Court should grant summary judgment on those claims.

3. Baber testified that she has no evidence to support her First Cause of Action against Allen Tate, Delaney and Ouzts.

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Finally, the Tate Defendants are entitled to summary judgment on Baber's first cause of action because Baber has conceded that she has no evidence to support it. Baber's first Cause of Action alleges that Long-Robinson, Delaney, Ouzts and Allen Tate knew that the Disclosure Statement omitted material information concerning the condition of the Property. (Complaint, ¶ 100-110). The Court previously dismissed the claims against Long-Robinson. Baber admitted in her deposition that she had no evidence to support her First Cause of Action that Delaney and Ouzts knew that material information had been omitted from the Disclosure Statement. In her testimony, she conceded:

> Q. In Paragraph 103 of the complaint, you say, "Seller Delaney Tate and Ouzts knew the property was suffering from material injuries and damages and needed significant repairs that were not disclosed."
>
> How do you know that Ms. Delaney and Mr. Ouzts knew that there were repairs that were not disclosed in Exhibit 7?
>
> A. It would be their job, as the realtor, to know. And there are -- as we went along in the process, they knew.
>
> Q. How do you know they knew?
>
> A. Well, I had never talked to them, so I do not know firsthand they knew.

(Baber Dep. pp. 70-71). Based on this testimony alone, Baber cannot support the allegations contained in her First Cause of Action and the Tate Defendants are entitled to summary judgment on those claims. As the South Carolina Court of Appeals said in Chastain v. Hiltabidle:

> However, even assuming the substantive information about flooding in the Disclosure was inaccurate or incomplete, and further assuming Realtor knew the Property had flooded in the past, it would not necessarily follow that Realtor knew Sellers' statements in the Disclosure about the Property's flooding history were inaccurate or incomplete. As stated above, if the owner of a property provides the purchaser with a disclosure form that contains false, incomplete, or misleading information, the real estate licensee is not liable unless he or she knew or had reasonable cause to suspect the information in the disclosure form was false, incomplete, or misleading. [S.C. Code Ann. § 27-50-70] is concerned with whether

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> a real estate licensee knows the statements in a disclosure form are false, not simply whether the licensee knows of a defect in the property. Therefore, to survive summary judgment, Buyers must present evidence that raises a question of fact as to whether Realtor knew or should have known that the statements in the Disclosure were inaccurate.
>
> Chastain v. Hiltabidle, 381 S.C. 508, 520-21, 673 S.E.2d 826, 832-33 (Ct. App. 2009).

Baber has failed to provide any evidence that Delaney or Ouzts knew that the statements in the Disclosure Statement were inaccurate, so Baber's First Cause of Action should be dismissed.

CONCLUSION

Based on the foregoing, the Court should grant the Tate Defendants' motion for summary judgment and dismiss the Plaintiff's claims against the Tate Defendants, with prejudice.

This the 28th day of March, 2019.

POYNER SPRUILL LLP

s/ Thomas L. Ogburn III
Thomas L. Ogburn III
S.C. State Bar No. 11761
301 South College Street, Suite 2900
Charlotte, North Carolina 28202
Telephone: 704-342-5250
Facsimile: 704-342-5264
E-Mail: togburn@poynerspruill.com
ATTORNEYS FOR DEFENDANTS ALLEN TATE CO., INC., COLLEEN COESENS, JONATHAN GARVEY, ROBERT OUZTS, AND CONNIE DELANEY

STATE OF SOUTH CAROLINA **COUNTY OF YORK** **KAREN K. BABER,** **PLAINTIFF,** **VS.** **SUMMIT FUNDING, INC., A CALIFORNIA CORPORATION; APPRAISAL INNOVATIONS, LLC, A SOUTH CAROLINA LIMITED LIABILITY COMPANY; BRIAN L. BLUE, AN INDIVIDUAL; THE GILLEN LAW FIRM, P.A., A SOUTH CAROLINA PROFESSIONAL ASSOCIATION; MICHAEL F. GILLEN, AN INDIVIDUAL; ALLEN TATE CO., INC., A NORTH CAROLINA CORPORATION; COLLEEN COESENS, AN INDIVIDUAL; JONATHAN GARVEY, AN INDIVIDUAL; ROBERT OUZTS, AN INDIVIDUAL; CONNIE DELANEY, AN INDIVIDUAL; AND GLORIA LONG-ROBINSON, AN INDIVIDUAL,** **DEFENDANTS.**	**IN THE COURT COMMON PLEAS** **SIXTEENTH JUDICIAL CIRCUIT** **C/A NO: 2018-CP-46-01592** **AFFIDAVIT OF PLAINTIFF KAREN K. BABER IN OPPOSITION TO SUMMIT FUNDING, INC.'S MOTION FOR SUMMARY JUDGMENT** **(MEDIATION AND JURY TRIAL DEMANDED)**

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2019 MAR 29 PM 2:42
DAVID HAMILTON
C.C.C.P. & GS
YORK COUNTY, SC

Plaintiff, Karen K. Baber, acting pro se, being over the age of 21 and competent to testify about the matters set forth herein, hereby submits her Affidavit in Opposition to the Defendant Summit Funding, Inc.'s Motion for Summary Judgment. After being first duly sworn, I hereby testify under oath as follows:

INTRODUCTION

1. It is my understanding that Defendant Summit Funding, Inc. ("Summit") has moved for summary judgment to dismiss the breach of contract claim that I have asserted against it. It is my understanding that Summit argues that: (a) it had no contractual obligation to obtain a South Carolina CL-100 Wood Infestation report or a home inspection report; and (b) my cause of action against it is barred by a three-year statute of limitation. As I will show below, I do not believe that either of these arguments has factual or legal merit.

2. It also is my understanding that the Rule 56 of the South Carolina Rules of Civil Procedure states, among other things:

> (c) Motions and Proceedings Thereon. The motion [for summary judgment] shall be served at least 10 days before the time fixed for the hearing. The adverse party [me] may serve opposing affidavits not later than two days before the hearing. The judgment shall be rendered forthwith if the pleadings, depositions, answers to interrogatories, and admissions on file, together with affidavits, if any, show that there is no genuine issue as to any material fact and that the moving party is entitled to a judgment as a matter law....
>
> (f) When Affidavits Are Unavailable. Should it appear from the affidavits of a party opposing the notion that he cannot for reasons stated present by affidavit facts essential to justify his opposition, the court may refuse the application for judgment or may order a continuance to permit affidavits to be obtained or depositions to be taken or discovery to be had or may make such order as is just.

As will be shown below, I believe that there are many "genuine issues of material facts" with respect to Summit's version of incomplete facts, and Summit is not entitled to judgment as a matter of law. In fact, I have been tempted to bring my own motion for summary judgment finding Summit liable for breaching our agreement to provide me mortgage loan that complied with FHA-underwriting guidelines and ensuring that there was at least a valid appraisal ***and***[1] a CL-100 wood infestation report.

Further, as to Summit's motion against me, there is substantial outstanding discovery which I have not yet received from Summit which bear directly on the issues raised in its Motion, and I request that no judgment be entered until I have had a chance to present evidence from the additional discovery. In particular, I have sent numerous requests for admissions admitting that referenced documents and emails were sent by Summit employees to me, and I have asked

[1] Throughout this Affidavit, I will have typed certain things in ***bold italicized and sometimes underlined printing.*** Where I have done so, this is for emphasis and if I am quoting from a document or statute or regulation, that highlighting was not in the original.

them to admit numerous FHA requirements that require a true and accurate appraisal and the requirement for a CL-100 Wood Infestation Report for existing homes purchased with mortgage loans insured by the FHA.

SUMMARY OF ARGUMENT

3. To briefly summarize my argument:

a. I purchased a house in Rock Hills on May 29, 2015. That purchase was a financed through an FHA-insured mortgage loan issued by Summit. Accordingly, a critical part of my agreements with Summit is that Summit comply with FHA guidelines for the issuance of an FHA-insured mortgage loan.

b. I had many concerns about the house when I saw it and after receiving a disclosure statement from the seller of the home that there were various issues, but were except for one topic, never described and no reports were provided as required by the Disclosure Statement. Nevertheless, I closed on the purchase and the subject FHA-insured mortgage loan because I knew that FHA required a wood infestation report, ***and I had been repeatedly told by Summit's own employees, realtors, and the closing attorney's office that a home inspection and a termite or wood infestation report was required before my loan could be issued to me. I was expressly told that the reports had been received. I was expressly told that the reports came across "clear," meaning that there were no material defects with the house, and my initial concerns seemed to be about things that were cosmetic rather than functional. It was based on those misrepresentations that I proceeded to close on the loan and to sign various documents agreeing to accept the property "as-is," i.e. was accepting the house "as-is" because I was told that no loan***

would be issued if the reports and appraisal showed any major defects with the property, and I was expressly and falsely told that the required reports came back showing no major defects with the property. In addition, the loan was subject to Summit's requirements which included a CL-100 and a home inspection report.

c. FHA required a valid appraisal and a termite inspection report before the mortgage loan could be issued. I also had been told that a separate home inspection report also was required. The documents and records will show that Summit violated FHA-requirements and the closing documents by ***not ever receiving a termite inspection report***. Had that report been obtained, as I was told it had been (as well as a separate home inspection report which I also was falsely told by my realtor, Defendant Jonathan Garvey, showed that there were no material defects with the property) it would have revealed significant wood infestation damage to the home I purchased. That also would have revealed the failure to obtain a home inspection report, and it would have shown then that the appraisal performed on the property was false because the appraiser failed to note numerous defects with the house and which also violated FHA requirements.[2] As a result of all that, I am now in a house which has significant issues, significant mold causing health issues to my family, and continuing health and safety hazards which make the house unsafe to live in. Had these matters been revealed to me, I would have happily forfeited my $500 earnest money deposit and proceeded to look at other houses, which my realtor and I had already

[2] As brief examples of how bad the appraisal was, Defendant Brian Blue (and his company) stated in the appraisal that he examined the crawl space under my home – there is no crawl space, it sits on a slab. He stated that he took stairs to look into the attic – there were no stairs. The appliances were never working, which he said were. He said he went to the property on March 12, 2015 after the utilities had been turned on – there was no water to the house because Rock Hill City water department records show that it had been turned off on March 11, 2015.

identified as candidates if the purchase of the subject property did not go through for any reason.

d. The attached documents and records show that from the time that I first made an offer on the subject property in January or February 2015 and up to the loan closing on May 29, 2015; I fully expected that I was to receive a home inspection report and a termite inspection report (officially called a South Carolina CL-100 Wood Infestation Report) prior to the loan closing, which was to show whether the property was free of termites and whether the property was structurally sound and all the equipment, systems, appliances, and utilities working properly.

e. The attached documents and records also show that Summit's loan officer continually represented that the wood infestation report and home inspection were conditions of the loan, that my realtor had obtained them and would provide them before the loan would be funded.

f. Contrary to Summit's contentions; I did not know that there ***no*** home inspection or termite inspection reports had been provided before the mortgage loan funded and the loan package sent to Summit by the closing attorney, Michael Gillen. In fact, the Good Faith Estimate provided by Summit to me one week prior to the loan closing that a wood infestation report and a home inspection report were ***required*** for my loan. On the date of closing, the HUD-1 Settlement Statement also had a document attached entitled "Itemization of Amount Financed, which also listed the home inspection and the wood infestation inspection as items that were required and were being financed either from loan proceeds or "POC"- paid outside closing. I also was repeatedly told by my realtors, the staff

for the closing attorney chosen by the realtors, ***and other Summit employees that a home inspection and termite inspection were mandated for this FHA-insured loan and had been provided before the loan closed and funded.*** After the loan closing and after I discovered evidence of termite infestation, rotten wood and many, many other defects with the house that would have been revealed by an accurate appraisal, a home inspection and/or a termite inspection; I continued to ask for copies of those reports because I could not believe that the inspections would have approved the property for purchase. It was my intent to seek redress from those inspectors for their clear failures to note defects and issues with the property.

g. For over a year after I had purchased the property, I was still being told ***by Summit*** that there ***had to have been a CL-100 because the FHA required such a report before the loan could have been closed.*** I was continually told that the CL-100 wood infestation report and the home inspection report had been arranged by my realtor, Defendant Jonathan Garvey, and that those reports had shown that the house I was buying had passed the inspections. I was further told that Mr. Garvey was bringing those two reports to the loan closing. Even for awhile after the closing, I was told that Mr. Garvey had brought them to the closing attorney's office, but that the closing attorney's office had failed to make copies of those reports for me. Again, all these statements were outright lies. No wood infestation inspection was performed, no home inspection was performed, and no reports were ever prepared. ***Virtually all of these assertions are backed up by the emails and other documents attached to this affidavit.***

h. Regardless of whether funds for the actual payment of the termite and home inspection report had been mistakenly omitted from the HUD-1 closing form, as argued by Summit's attorneys, Summit ***was required*** to have received a clear CL-100 wood infestation report before my FHA-insured loan could be closed and funded. Compliance with FHA-requirements was a critical part of my agreement. ***I was absolutely depending upon this house and the loan to purchase that house meeting FHA underwriting requirements.***

i. It is my understanding that all contracts must comply with the law and that the existing law is incorporated into those contracts. Accordingly, I believed and still believe and contend that my loan agreement with Summit had to comply with FHA regulations and have a valid appraisal and CL-100 wood infestation report. It didn't matter whether I, the seller, or the realtors purchased the inspection reports or whether it was shown as paid item in or outside of closing. ***The simple fact was that the FHA underwriting guidelines required the appraisal and the wood infestation reports***. In addition, I saw the instructions to Mr. Gillen that he was not to fund the loan until a clear wood infestation report was received, but I have not received a copy of those instructions. I relied upon my realtors, the closing attorney (who was purportedly representing me), and Summit itself to make sure that the FHA requirements were met. If the inspection reports, including the CL-100 had not been paid for or obtained by the time of the scheduled loan closing, then the closing should have been delayed so that the wood infestation report required by the FHA and the home inspection reports could have been obtained.

j. Summit has argued that my claims are barred by the three-year statute of limitation found at S.C. Code Ann. §15-3-530(1). That is wrong. My claims are governed by the twenty-

year statute of limitation set forth in S.C. Code Ann. §15-3-520(a) because this was a mortgage loan transaction. Further, Summit has ignored South Carolina case law that says that a statute of limitations for a breach of contract does not begin to run on the date of the breach, but the date that I knew or should have known that, in this case, no wood infestation report and no home inspection report had been provided. The attached documents clearly show that I was grossly misled into believing that the two inspections had been performed, that they showed the house was clear of defects, that they would be provided to me, and that they were required. Even using a three-year statute of limitation, I did not finally learn that no CL-100 report had been obtained until 2016. My Complaint was filed in May 2018 well within the three limitation period.

k. Finally, to the extent that Summit disputes the authenticity of any of the documents that I have attached or the foundation for them, I have sent out discovery requests to Summit asking it to admit those records. Pursuant to Rule 56(f), I would request that if Summit's motion for summary judgment is simply not denied based on the record now before the court; that any ruling be postponed until I have received responses to my interrogatories and requests for admissions and until Summit produces the records identified in my first request for production of documents.

l. For these and other reasons presented herein, Summit's motion for summary judgment must be denied.

FACTUAL BACKGROUND

4. The following relevant facts show that Summit's motion must be denied.

5. On February 19, 2015, I electronically executed an "Agreement/Contract: To Buy and Sell Real Estate (Residential) (the "Contract") with the seller, Gloria Long-Robinson ("Seller"). A true and complete copy of the Contract is attached hereto as Exhibit 1. While there were a number of amendments to that contract primarily altering dates, the following provisions did not change:

a. The property located at 255 Rolling Ridge Road, Rock Hill, S.C. was, as noted in paragraph 2, to be purchased by financing.

b. In paragraph 4, the real estate brokers were to receive a copy of the settlement prior to the Closing for review.

c. Paragraph 7 expressly stated that "Buyer's obligation under this Contract [X] is ... contingent upon obtaining financing of a [X] 30 year ... purchase money loan.... Final loan approval occurs when Lender transfers funds.... Lender ... SUMMIT FUNDING [X} FHA... [indicating that my loan was to be an ***FHA-insured loan*** and not a VA-insured loan, a conventional [non-insured] loan, a seller-financed purchase, or any other form of financing].

d. Paragraph 11 furthered my belief that a CL-100 Wood Infestation Report was to have been obtained on my behalf. It stated: If the Property to be sold has been previously occupied, this Contract is contingent upon the [X] Buyer ... having the Property inspected at their expense by a qualified/licensed/bonded pest control operator selected by the [X] Buyer... and Delivery to Closing of a CL100 Wood Infestation Report dated no earlier than 30 calendar days prior to Closing and no later than 10 calendar days prior to Closing." That paragraph goes on to state that if I did not have wood infestation report within that time frame, then I would waive my rights under that section. Nevertheless, as will be shown

below, I did expect that my realtor was obtaining the CL-100 report and a home inspection report and was told by the realtor, the closing attorney's office, and Summit itself that at least the CL-100 wood infestation report had been provided.

e. Further, even if I had attempted to waive rights to a termite inspection report as to the Seller, ***that did not authorize Summit to violate FHA-loan underwriting guidelines that required the CL-100 wood infestation report.***

f. Paragraph 28 provided among other things that "PROPERTY TO BE SOLD 'AS IS, WHERE-IS, WITH ALL FAULTS.' CONTRACT CONTINGENT UPON APPROVAL AND ACCEPTANCE OF LENDER." Thus, while I knew that I was going to accept the Property "as-is," I also was assured that an appraisal of the Property would be obtained and that the language that the loan would be funded only "upon approval and acceptance of Lender," provided additional confidence to me that Summit would only approve the financing if it met FHA-underwriting requirements, which required that the Property be safe, operational, and suitable for occupancy. ***This was always my "back-stop" protection – my purchase was conditioned on receiving an FHA-insured mortgage loan and no such loan would be provided if the underwriting requirements, which included a valid appraisal and a wood infestation report, were not met.***

6. In an email from my realtor sent to me on January 23, 2015 (Exhibit 2), I was told that a gentleman named Robert Evans would make some repairs and remodeling that I was interested in doing, ***and*** that he would perform the required home and wood infestation inspections. To put this email in context, Jonathan Garvey told me that he had arranged to have Robert Evans fix a known water leak. Jonathan said that Mr. Evans also was a licensed home inspector and

termite inspector and also that he was a contractor who could make a few modifications to the home. Mr. Garvey further told me that Mr. Evans' home and wood infestation inspection reports would be paid for out of the $10,000 that I had saved for repairs and upgrades.

7. There was a series of emails between me and Summit's employees from February 11 – 17, 2015 (Exhibit 3) which confirmed that ***Summit knew that a termite inspection and home inspection were required, and/or certainly and reasonably led me to believe they were required***:

a. On February 13, 2015, Steve Reynolds, ***who was Summit's loan officer on this transaction,*** wrote me in response to prior emails from me to him, stating: "Karen, Let's look at appraisal ***and then this loan requires a termite inspection and a home inspection.*** We can look at a rehab loan if there are too many repairs. Steve"

b. On February 17, 2015, I asked Ms. Denise Julian ***of Summit***, asking when I would get the inspections (the home inspection and termite inspection). On that same date, she responded: "We don't order those. ***Jonathan will get those for you before closing.***"

8. On March 6, 2015, Ms. Sabrina Fajardo ***of Summit*** emailed me "Remember too that ***you will have two inspections. One is the termite inspection and the other is the home inspection. Your loan will require both....*** I think you may have misunderstood Mr. Blue. He does more than just walk through the house to make sure the value is there so the lender can recover any loss should you default. If he needs to make any corrections to the appraisal when he returns to do the recertification I am confident he will do so. Please call should you have any additional questions." (Exhibit 4)

9. On April 8 and April 9, 2015, I had another email exchange with ***Summit's loan officer, Steve Reynolds.*** In his email to me, Mr. Reynolds stated, among other things: ***"I have called Jonathan [Garvey] to get the termite report and inspection to me."*** A copy of this email is attached as Exhibit 5.

10. On May 19, 2015, ***Summit's employee Reynolds*** again confirmed in an email (Exhibit 6) that he had "left Jonathan a message to send me the termite report and the inspection."

11. Around May 22, 2015, only one week before the loan closing, I received a copy of the "Good Faith Estimate (GFE), a copy of which is attached as Exhibit 7. Page 2, Box 6 of the GFE identified both a pest inspection and a home inspection as ***required for this loan, i.e. they were "Required services*** that you can shop for. These charges are for other services ***that are required to complete your settlement.*** We can identify providers of these services or you can shop for them yourself. Our estimates for providing these services are below." Box 6 then stated: **"PEST INSPECTION COMPANY 75.00 ... HOME INSPECTION 450.00"** (Bold capital letters in original). The bottom of page 2 shows that the total estimated settlement charges was $7,910.66. Thus, only one week prior to the closing, ***Summit*** was further reinforcing to me that a termite inspection report and a home inspection report were ***required*** before my loan would be funded and the property purchased. I was under the belief that my realtor, Jonathan Garvey was taking responsibility for obtaining the wood infestation/termite report and the home inspection.

12. Several days later, my realtor expressly told me that there were no problems with the home inspection or the wood infestation reports and that he would bring them to the closing scheduled for May 29, 2015.

13. On May 27, 2015, two days before the closing, Steve Reynolds, ***Summit's*** loan officer emailed me again (Exhibit 8) stating: "I will call you in the morning to go over everything. ***Your termite inspection was condition of loan and was with inspection.*** Have a great night." Again, it was ***Summit*** which was again confirming that the termite inspection report was a condition that had to be met before the loan could be funded and that it would be provided with the home inspection.

14. On May 27, 2015, I also received emails from Linda Mattison (Exhibit 9), the paralegal for the closing attorney, Mr. Michael Gillen. Her timing of her first email was interesting. I had just learned that the closing had unexpectedly been scheduled for May 29, 2015. After learning this, I contacted my realtor, Jonathan Garvey and told him I wanted to see the property again. Garvey told me he didn't have time to do that in order to get everything done in time to be ready for the closing on May 29, 2015. He told me that Evans had done the home inspection, but the termite inspection was not discussed at that time. I then had the following email exchanges with Ms. Mattison:

a. At 2:49 p.m., I received the first email in Exhibit 9 where Linda Mattison asked me "Did you have a termite and home inspection done? If so, have they been paid or do I need to pay at closing. Need to know today."

b. At 4:03 p.m., I responded saying "didn't have termite inspection done... did inspection/appraisal and that has been paid for. NOTE TO JONATHAN AND STEVE – PLEASE CALL LINDA IF ANYTHING ELSE – THANKS" What I meant by that is to my knowledge the termite inspection had not yet been done by Mr. Evans, and I certainly

had not received it. Jonathan told me that Evans had done the home inspection, and it was clear. The appraisal had been paid for and had been done.

c. At 5:06 p.m., Linda Mattison emailed back: "Hi Karen I called Jonathan and ***he said there was a termite inspection which is good <u>because we cannot close without them</u>. He has sent them to Steve Reynolds. He said to put them as paid POC*** [meaning ***paid outside of closing]***. Thanks" Thus, Ms. Mattison was further confirming that the CL-100 wood infestation report and the home inspection report were ***required*** before the loan could close and I could purchase the Property. My realtor had confirmed to her that he was providing ***both*** the home inspection and the termite inspection. My realtor was telling her that they should not be paid for at the closing.

15. The loan closing took place on May 29, 2015 at the offices of the Gillen Law Firm, P.A. Michael F. Gillen was the closing attorney chosen by Jonathan Garvey who was given a list of attorneys whom Summit would allow to close the loan. I had requested another attorney, but I was told by my realtors that the attorney I wanted was not on the list from Summit.

16. On that date, I signed numerous documents including a Note (Exhibit 10), which was secured by a Mortgage (Exhibit 11). I also signed a HUD-1 Settlement Statement (Exhibit 12) which also included an Itemization of Amounts Financed, which I have separately attached as (Exhibit 13). The Itemization of Amount Financed again confirmed that a pest inspection and a home inspection (lines 1302 and 1305) of the form were "REQUIRED SERVICES." The HUD-1 showed final settlement charges of $7,036.81 from the loan itself and an additional $988.00 in charges that were paid outside of closing (line 704 for $500, line 604 for $413, and line 808 for $75) for a total of $8,024.81. All the documents that I signed that day form the contract

between me and Summit. As said in *Coleman v. Mariner Health Care, Inc.,* 407 S.C. 346, 755 S.E.2d 450, 455 (2014) "The general rule is that, in the absence of anything indicating a contrary intention, where instruments are executed at the same time, by the same parties, for the same purpose, and in the course of the same transaction, the courts will consider and construe the documents together. The theory is that the instruments are effectively one instrument or contract."

17. The Good Faith Estimate (Exhibit 7) of one week earlier showed total estimated settlement charges of $7,910.66. The final closing costs in the HUD-1 Settlement Statement was ***only $114.15 more than the GFE had estimated.*** I reasonably believed that since the GFE had included estimates for the termite and home inspection that the actual closing costs also included those inspections. It would have taken a very detailed comparison by me to discover that the inspections had not been accounted for especially when I had been told that Mr. Evans would include the costs of those inspections in his invoice for the construction work he was going to do at the house.

18. Summit's statute of limitation argument asserts that I knew as of May 27, 2015 that there was no CL-100 or home inspection report. As shown above this assertion is patently false. Linda Mattison confirmed that Jonathan Garvey told her that he had both reports and that they should not be paid for at closing. It also is disproved by the following which further shows that I continued to be told that a termite and home inspection had been provided.

19. Ms. Driscoll includes with her Motion various emails that were internal to Summit and the closing attorney which notes that no CL-100 or home inspection report was accounted for on the HUD-1 Settlement Statement. ***I was not shown the emails from Ms. May Cha to Steve***

Reynolds, the loan officer, and Linda Mattison at the closing attorney's office dated May 27, 2015 wherein Ms. Cha advised them "I have reviewed the HUD and these are the changes that I see need to be made: 1. ON PAGE 3, REMOVE LINE 1302 AND 1303 FROM CHARGES THAT CAN CHANGE SECTION AS THERE ARE NO CHARGE."

20. Despite what Ms. Cha wrote because Summits loan officer, Steve Reynolds and the closing attorney's paralegal, Ms. Mattison, continued to advise me that the CL-100 termite report and the home inspection report ***were required for this loan,*** and this was expressly shown on Exhibit 13, Itemization of Amounts Financed.

21. Moreover, I would not necessarily have expected to see any charges for the home inspection or termite inspection reports on the HUD-1 because my realtor told me that Mr. Robert Evans' charges for those reports would be included in his billings for the remodeling and repair work that would be included. I didn't know how they would be accounted for given that they were going to be paid for with the home repairs and remodeling.

22. On June 1, 2015, three days after the loan closing, I received another email (Exhibit 14) from the closing attorney's paralegal, Ms. Mattison, where she says, among other things: "Good afternoon Karen I have copied your loan package and you can come by the office to pick up at your convenience. Your check is ready also... ***Jonathan did not bring the inspections on Friday you asked about [i.e. the termite inspection and home inspection reports]. He is supposed to bring them today.... We will mail off the loan package this afternoon after he brings the termite and home inspection."*** It is difficult to understand why she would be telling me these things if she and Summit understood that there was to be no termite or home inspection reports.

23. For the next nine months, I tried to figure out what I could do to make my house livable. Among other things, the roof had holes in it and there had been leaks into the ceiling and into electrical sockets; wood around doors and windows was rotten; appliances, heating and air conditioning did not work; the garbage disposal had been taped into place under the sink; mold was prevalent; etc. It is incomprehensible to me how these and many, many other matters could have been missed by the appraiser, but they certainly would have been observed and noted in the home inspection and wood infestation reports that I was to have received and that I had been told ***by Summit were required for my loan.***

24. Believing that home inspection and termite inspection reports had been provided, I continuously attempted to get copies so that I could pursue legal remedies against those inspectors for missing such clear defects. In response, I continued to be told that those reports were ***required before the loan could have been funded.***

25. On March 29, 2016, I received multiple emails from Colleen Coesens (Exhibit 15), who was the Broker-in-Charge for Defendant Allen Tate Realty the brokerage for me and the seller of the property. At 11:46 a.m. she wrote: "Ms. Baber, ***I will get you a copy of the CL-100 for you....***" At 1:38 p.m. she told me: "Ms. Baber, the attorney ***must have the CL-100 showing it was clear in the package in order to close an FHA loan. That is mandated.*** Jonathan saying it was there wouldn't make any difference to the closing one way or another...." Finally, at 1:41 p.m. she confirmed to me that "This was an FHA-appraisal, and, as such, although not an inspection by any means, these appraisals look a little closer at specific areas such as the roof, etc."

26. On May 4, 2016, Macy Smith, a "Greetings Partner" ***with Summit's North Carolina office*** (which I had been told is where my loan package with Summit had been sent), emailed me (Exhibit 16 stating: "Here is your appraisal report Mrs. Barber![misspelling] ***The closing package had the termite report and the [house] inspection.*** I can give you the number for the department in California for you to contact. We don't keep a copy of the closing package. Steve [Reynolds the loan officer] is no longer with us. I did check client files ***and he spoke to Jonathan Garvey on May 25 and asked him to send in these reports. Steve [Reynolds, the loan officer] needed these before he could request the loan to be funded***. You might want to check with Jonathan and the closing attorney. Have a great day!"

27. I then contacted Summit's California office at the number that Ms. Smith had given me. On July 20, ***2016***, I received an email from Larry Robinson, who identified himself as a ***Compliance Analyst for Summit***! A copy of this email is attached as Exhibit 17. This email was written in response to my telephone conversations with him demanding a copy of the CL-100 Wood Infestation Report. ***In this email, he made a clear and unequivocal admission.*** Among other things he said: ***"To explain, the loan would not have closed without meeting the Federal Housing Administration's*** ("FHA") ***underwriting guidelines.*** Regarding your belief that Summit is partially responsible for the CL100 Wood Infestation Report, ***the loan could not have funded without receipt of this CL100."***[3]

28. Still, even as of ***September 12, 2016,*** Ms. Mattison sent me the email attached as

[3] One of my discovery requests to Summit is requesting it to admit that Exhibit 17 was, in fact, sent by Mr. Robinson to me.

Exhibit 18. Therein, she said: "I have copied your loan package and you can come by the office to pick up at your convenience. ***We did not keep a copy of the termite report and the [home] inspection.*** We were very busy that day and I apologize. ***We could not have finalized the ... closing without those and I remember we were having to wait on Jonathan [Garvey] to bring them.*** I would think he would have copies or could get them for you. Thanks"

29. Contrary to what Ms. Driscoll falsely states in her Motion, I clearly did not know that there was no termite or home inspection report as of May 27, 2015. Indeed, ***Summit's own employees in three difference offices and the closing attorney all confirmed that the home inspection and termite inspection reports were required for this FHA-insured loan.***

30. The Summit employees (as well as the closing attorney and realtors) were all correct. The FHA ***did require at least the CL-100 wood infestation report.*** Attached hereto as Exhibit 19 are excerpts from the FHA Handbook 4000.1 (the "Handbook") (the Handbook is over 1,000 pages in length) which contains the requirements that FHA mortgagees such as Summit, endorsement underwriters such as Summit, appraisers, inspectors, real estate brokers, and closing agents must meet with respect to FHA-insured mortgage loans.[4] The document attached hereto as Exhibit 20 were provided by Summit to the South Carolina Department of Labor, Licensing and Regulation and included most of the other documents that were included in Summit's "Closing Package." Exhibit 20 confirms that Summit was a "Direct Endorser" for FHA-insured loans, which means that it had the ability to self-underwrite loans to make sure that they met FHA requirements. It is my understanding that all parties to an FHA-insured loan

[4] A copy of the Handbook was obtained online at https://www.hud.gov/sites/dfiles/OCHCO/documents/4000.1hsgh.pdf

must meet the FHA requirements as shown in such cases as *Winnebago Homes, Inc. v. Sheldon,* 139 N.W.2d 606, 610 (Wis. 1966).

31. The "Issued Date" for the Handbook (Exhibit 19) is December 30, 2016, but it has a table showing the effective date of the various sections which show that all of the below cited provisions were effective when my loan closed on May 29, 2015 with respect to Summit:

a. Pages 163, 165, and 166 provided: "***Mortgagees [such as Summit]*** must also use professional judgment in determining when a Property condition poses a threat to the health and safety of the occupants and/or jeopardizes the soundness and structural integrity of the Property, such that additional inspections and/or repairs are necessary.... ***The Mortgagee must ensure that appliances that are to remain and that contribute to the market value opinion are operational.... The Mortgagee must confirm that the Structure of the Property will be serviceable for the life of the Mortgage.... The Mortgagee*** must determine which repairs must be made for an existing Property to be eligible for FHA-insured financing."

(As shown above in Exhibit 3, I had raised concerns about some of the conditions of the Property with Steve Reynolds, who told me to wait for the appraisal and inspections because Summit could issue a "rehab" loan to fix the defects. As the Handbook makes clear, the mortgagee, ***Summit***, was obligated to make sure that FHA-guidelines were met, ***especially*** when I had alerted them to potential issues.)

b. At page 175, the Handbook states, among other things, that: "For existing Properties, ***the Mortgagee must confirm*** that the Property is ***free of wood destroying insects and organisms....*** When the appraisal report or inspection from a qualified Entity [such as a home inspector] indicates that repairs are required to make the Property meet HUD's MPR ["***Minimum Property Requirements for existing homes***] or MPS [Minimum Property Standards for new construction (see p. 163), the Mortgagee must comply with Repair Requirements.... ***The Mortgagee must review the appraisal and ensure that it is complete, accurate***, and provides a credible analysis of the marketability and value of the Property."

c. The "Repair Requirements" are found at p. 508 of the Handbook[5] and provide among other things: "Regardless of the Appraiser's suggested repairs, the Mortgagee will

[5] At this same page, the Handbook states: "The Appraiser may complete an as-is appraisal for existing Properties ***when minor property deficiencies,*** which generally result from deferred maintenance and normal wear and tear,

determine which repairs are required.... The Appraiser must limit required repairs to those repairs necessary to:

- ***maintain the safety, security and soundness of the Property;***
- preserve the continued marketability of the Property; and
- ***protect the health and safety of the occupants.***"

d. The Handbook states at p. 348, among other things: "***The Mortgagee*** must complete a pre-endorsement review of the mortgage file to ensure all applicable documents as described in the Uniform Case Binder Stacking Order are included in the endorsement submission. The Mortgagee must exercise due diligence in performing its pre-endorsement responsibilities...."

e. At page 350, one of the required documents is "Form NPMA-33, Wood Destroying Insect Inspection Report. Confirm that the file contains the National Pest Management Association (NPMA) form NPMA-33, *Wood Destroying Inspection Report,* ***or the state mandated infestation report, as applicable [the South Carolina CL-100 Wood Infestation Report].***" This is again confirmed at pp. 354 – 355, which lists all the documents to be included in the Binder. The "Wood Destroying Insect Infestation Report or state mandated report" is to be behind the "Evidence of hazard insurance" and ahead of "Waivers – Property specific issued by HOC."

32. The Handbook is not the only HUD/FHA issued regulations regarding appraisals and home and wood infestation inspections. Attached as Exhibit 21 is a copy of the HUD-issued "Appraisal and Property Requirements ATL-HOC Tip Zone Information."[6] That document states in pertinent part:

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do not affect the health and safety of the occupants or the security and soundness of the Property." That was why I relied upon the Appraisal, the cited portions of which is attached as Exhibit 22. I received a complete copy of the Appraisal from my realtor and from Steve Reynolds at Summit. While there are several places in the closing documents and the Appraisal which indicate that the Appraisal was primarily for the benefit of Summit and the FHA; at page 6, ¶ 23 of the Appraisal, it states: "***The borrower,*** another lender at the request of the borrower, the mortgagee ... ***may rely on this appraisal report as part of any mortgage finance transaction that involves any one or more of these parties.***" The Appraisal also stated on page 1, under the section for "Improvements" that "There were no signs of deterioration or needed renovation. No needed repairs were noted at the time of the inspection." I relied upon Jonathan Garvey confirming to me that the home inspection and termite inspection reports came back showing no defects, which confirmed this quoted statement from the Appraisal. It confirmed to me that my previously stated concerns about certain conditions of the property that I made to Steve Reynolds at Summit and to my realtor were exaggerated and unfounded. Through Jonathan's assurances and what the Appraisal stated, which I knew had to meet FHA guidelines that the house that I was going to purchase was safe and sound and ready for occupancy with working systems and appliances.

[6] This was obtained online at https://archives.hud.gov/offices/hsg/sfh/ref/atlhoctip.pdf

A. **Requiring reports and Treatment.** Wood destroying insects and other organisms can cause serious problems in the wood structural components of a house and may go undetected for a long period of time. FHA requires inspection only if there is evidence of active infestation, ***if mandated by the state*** or local jurisdiction, ***if customary to the area, or at the lender's discretion.***" Please see: Mortgagee Letter 2005-48 for more information.

1. **Termite infestation Probability Zones (TIP Zones)** – Based on maps published in the IRC (International Residential Code) .... The Atlanta Homeownership Center (ATL-HOC) has identified the states in its jurisdiction ***where potential damages by termites is considered very significant. These states are identified as follows:***
   a. Termite Infestation Probability Zone #1 (***TIP Zone 1 – "VERY HEAVY") consists of the States of*** Alabama, Florida, Georgia, Mississippi, ***South Carolina*** and Puerto Rico...."

3. **Existing (over 1 year old):** (Please see: Mortgagee Letter 2005-48) Appraisers are to indicate on the appraisal form if there was evidence of infestation of wood boring insects in the house and/or other structures within the legal boundaries of the property.
   - Further inspection ***is required when any of the following apply:***
     - At Lender's discretion;
     - ***When it is required by local and/or state laws*** ....
     - ***When it is customary in the area;***
     - ***There is evidence of:***
       - ***Decay***
       - ***Pest infestation***
       - ***Suspicious damage***
   - When a clear inspection report is required on an existing property seeking FHA mortgage insurance:
     - The National Pest Management Association form NMPA-33, Wood Destroying Insect Inspection Report must be completed. ***Or if the property is located in a state having a mandated wood infestation form, then the State mandated form must be used. At this time the following States have their own mandated form for wood destroying insect infestation and the use of the NPMA-33 is NOT required: ... South Carolina....***

33. In the case of *Dixon v. Ford,* 362 S.C. 614, 608 S.E.2d 879, 881 (Ct. App. 2005), the court stated: "South Carolina Code of Laws regulation 27-1085(k) ***requires a current CL-100, one completed within the last thirty days, at any real estate closing.***" Further, in the case of *McAlhay v. Carter,* 415 S.C. 54, 781 S.E.2d 105, 108 (Ct. App. 2015), the court stated: "A bank ***typically requires a CL-100 inspection if the purchaser is borrowing money to buy the home.***"

Thus, two South Carolina appellate court cases confirm that South Carolina law requires a CL-100 Wood Infestation report and that it is usual and customary in South Carolina for lenders to require that report before closing and funding a loan. Accordingly, it was ***"customary in the area [South Carolina]" and therefore; under FHA regulations, Summit was required to have obtained a CL-100 Wood Infestation Report in connection with my loan.*** Had that report been obtained, the prior wood rot in the house I purchased would have been discovered. I would not have closed the loan, and I would have looked for another property. Further, it would have highlighted the appraiser's faulty and false appraisal which also failed to note many defects in the house.

34. Summit contends that my claim is barred under S.C. Code Ann. § 15-3-530(1). That section provides: "Within three years: (1) an action upon a contract, obligation, or liability, express or implied, excepting those provided for in Section 15-3-520." There is another applicable statute of limitation. Section 15-3-520 provides: "Within twenty years: (a) an action upon a ... contract in writing secured by a mortgage of real property."

35. The subject loan agreement with Summit, was in fact, a mortgage loan (Exhibits 10 and 11) and subject to the 20-year limitation period in Section 15-3-520. Thus, Summit's statute of limitation argument is without merit on its face. As stated in *National Bank of Aguilla (Private Banking and Trust) Ltd. v. Considine,* 268 F.Supp. 3d 825, 829 (D.S.C. 2017), "in South Carolina, where there is any doubt as to which of two statutes of limitations applies, the doubt must be resolved in favor of the longer period." (internal quotes omitted). In addition, in *Scovill v. Johnson,* 190 S.C. 457, 3 S.E.2d 543, (1939) the court said: "The twenty year statute (Section 387) [which is identical to Section 15-3-520(a)] does not deal with persons; it deals strictly with

instruments. If the instrument is a 'contract in writing, secured by a mortgage of real property,' it would appear to be immaterial whether liability is asserted against one or all of the parties to the contract...." The contract was the FHA-insured mortgage loan which incorporated FHA requirements. I did not have the power, right or authority to waive any of those requirements and neither did Summit.

36. Further, even if the three-year period set forth in 15-3-530(1) is applicable, Summit's argument appears to be incorrect because the statute of limitations does not begin to run until the breach of contract has or should have been discovered. As stated in RWE NUKEM Corp. v. ENSR Corp., 373 S.C. 190, 644 S.E.2d 730, 733 (2007), "An action for breach of contract must be brought within three years from the date it accrues.... Under the discovery rule, a breach of contract action accrues on the date the injured party either discovered the breach or should have discovered the breach through the exercise of reasonable diligence." Similarly, in *Maher v. Tietex Corp.*, 331 S.C. 371, 500 S.E.2D 204, 207 (1998) the court said: "The discovery rule determines the date of accrual of a breach of contract action.... Pursuant to the discovery rule, a breach of contract action accrues ***not on the date of the breach***, but rather on the date the aggrieved party either discovered the breach, or could or should have discovered the breach the exercise of reasonable diligence." As the above facts show, I did not know at the time of closing on May 29, 2015 that Summit had breached the loan agreement by failing to meet FHA requirements. I was repeatedly being told **by Summit** that both the termite and home inspection reports had been provided all the way into 2016. I filed my Verified Complaint in 2018 well within the three-year statute of limitation even if it was applicable, which it is not.

37. Thus, contrary to Summit's arguments, the CL-100 wood infestation report was required as part of my loan agreement because this was an FHA-insured loan, and the FHA required the wood infestation report because South Carolina required it and it was certainly customary as shown by every party's belief that the wood infestation and home inspection reports were required. In addition, my claim is not barred because it is governed by the twenty-year statute of limitation period, but it was timely filed even if the three-year statute applied because Summit's failure to get the inspections was not reasonably discovered until 2016.

38. Finally, I have sent out extensive discovery to Summit, the Allen Tate defendants and the Appraisal Innovation defendants. The returned discovery, if truthful, will show that they admit the FHA-requirements, that they violated those FHA requirements by failing to have an accurate appraisal and failing to have the wood infestation report performed, and that I was continually and falsely being told that both the home inspection reports and the termite inspection reports had been performed and provided to the closing attorney, which showed that there were no material defects in the house I purchased. If the foregoing evidence is insufficient to cause denial of Summit's motion for summary judgment, I ask that any ruling be delayed until I receive the responses to my discovery requests with a chance to yet further

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supplement my response to Summit's motion for summary judgment.

DATED this 29th day of March, 2019.

Karen K. Baber

Karen K. Baber
255 Rolling Ridge
Rock Hill, SC 29730
843-240-0083
Email: klkb1951@gmail.com
Plaintiff, Pro Se

STATE OF SOUTH CAROLINA)
)
COUNTY OF YORK)

SWORN to and Subscribed before me this 29th day of March, 2019.

Pamela Taylor

Notary Public of South Carolina

Pamela Taylor
Notary Public
State of South Carolina
My Commission Expires September 28th, 2028

CERTIFICATE OF SERVICE

I hereby certify that a true and complete copy of the foregoing document was, by agreement of the parties, emailed and via first-class mail, postage prepaid to the following on the date set forth below:

FILED-RECEIVED
2019 MAR 29 PM 2:45
DAVID HAMILTON
C.C.C.P. & GS
YORK COUNTY, SC

Thomas L. Ogburn, III
POYNER SPRUILL LLP
301 South College Street, Suite 2300
Charlotte, North Carolina 29202
togurn@poynerspruill.com
Attorney for Defendants Allen Tate Co., Inc., Colleen Coesens, Jonathan Garvey, Robert Outts, and Connie Delaney

Russell M Racine
CRANFILL SUMNER & HARTZOG, LLP
2907 Providence Road, Suite 200
Charlotte, North Carolina 28211
rracine@cshlaw.com
Attorney for Defendants Appraisal Innovations, LLC and Brian L. Blue

Susan E. Driscoll
DRISCOLL SHEEDY, P.A.
11520 N. Community House Road, Suite 200
Charlotte, North Carolina 28277
sdriscoll@discrollsheedy.com
Attorney for Defendant Summit Funding, Inc.

Martin S. Driggers
SWEENEY, WINGATE & BARROW, P.A.
115 Cargill Way, Suite B
Hartsville, SC 29550
MSD@swblaw.com
Attorneys for the Gillen Law Firm
and Michael F. Gillen

DATED this 29th day of March, 2019

Karen K. Baber, Pro Se

EXHIBIT 1

AGREEMENT/CONTRACT: TO BUY AND SELL REAL ESTATE (RESIDENTIAL)

1. PARTIES: This legally binding Agreement ("Contract") To Buy and Sell Real Estate is entered into as of the Effective Date between:

Buyer(s), Karen Baber ("Buyer"), and

Seller(s), Gloria A. Long-Robinson ("Seller").

(A) "Party" - defined as either Buyer or Seller, "Parties" defined as both Buyer and Seller.
(B) "Brokers" are licensed South Carolina brokers-in-charge, their associated real estate licensees, and their subagents.
(C) "Closing Attorney" - is the licensed South Carolina attorney selected by Buyer to coordinate the transaction and Closing.
(D) "Effective Date" - the final date upon which a Party to the negotiation places the final and required signatures and/or initials and date on this Contract and Delivers Notice to cause this Contract to be binding on all Parties.
(E) "Business Day" - a 24 hour period (Monday/Tuesday/Wednesday/Thursday/Friday) beginning at 10 AM and counted from 10 AM of the first Business Day following the appropriate date (Effective Date, Closing Date, stated date, Notice Delivery date). Business Days shall not begin, end, or include any Saturday, Sunday, or Federal legal holiday.
(F) "Good Funds" - is the transfer of the required amount of United States Dollars (USD) within any required timeframe.
(G) "Time" - all time stated shall be South Carolina local time. **Time is of the essence with respect to all provisions of this Contract stipulating time, deadline, or performance periods.**

☐ BUYER ☐ SELLER IS A SOUTH CAROLINA REAL ESTATE LICENSEE

2. PURCHASE PRICE: $ 145,000.00

Payable by transfer of Good Funds via ☒ Finance or ☐ a combination of Finance and Cash USD or ☐ Cash USD.

The sale of Buyer's real property ☐ is ☒ is not a contingency for Purchase and terms ☐ are ☒ are not attached.

3. PROPERTY: Seller will sell and Buyer will buy for the Purchase Price any and all lot or parcel of land, appurtenant interests, improvements, landscape, systems, and fixtures if any thereon and further described below ("Property"). Seller agrees to maintain the Property and any personal property conveying in working order, including any landscaping, grounds and any agreed upon repairs or replacements, from the Effective Date through Closing subject to normal wear and tear. Buyer acknowledges opportunity to inquire about lease issues prior to signing Contract. Leasing issues and items see Adjustments (e.g. tenants, rents, deposits, documents, fuel tanks with fuel, alarm systems, satellite equipment, roll carts)

Address 255 ROLLING RIDGE ROAD Unit # _____

City ROCK HILL State of South Carolina

Zip 29730 County of YORK

Lot 569 Block _____ Section/Phase _____ Subdivision Country Club Estates

Other _____ Tax Map 604-05-02-017

Parties agree that no personal property will transfer as part of this sale, except described below and/or ☐ in attachment(s):

_____

_____

4. CONVEYANCE/CLOSING/POSSESSION: "Closing" occurs when Seller conveys Property to Buyer and occurs no later than 5 PM on or before March 27, 2015 ("Closing Date") with an automatic extension of _____ business days for an unsatisfied contingency through no fault of either party. Conveyance shall be fee simple made subject to all easements, reservations, rights of way, restrictive covenants of record (provided they do not make the

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title unmarketable or adversely affect the use/value of the Property in a material way) and to all government statutes, ordinances, rules, permits, and regulations. Seller agrees to convey marketable title with a properly recorded general warranty deed free of encumbrances and liens except as herein stated; and in name(s): _____

and ownership type determined by Buyer. The deed shall be delivered to the Closing Attorney's designated place on or before the Closing Date no later than 10 AM. Seller agrees to pay all statutory deed recording fees. Parties agree the Brokers shall have access to the closing and relevant documents; and the Brokers shall be given copies of the settlement statement prior to Closing for review. Seller shall convey possession of a vacant and reasonably clean Property, free of debris, along with all keys, codes, any remote controls, available documents (e.g. manuals, equipment warranties, service information) and similar ownership items to Buyer at Closing.

5. EARNEST MONEY: Total $ 500.00 (USD) Earnest Money is paid as follows: $ _____ accompanies this offer and $ 500.00 will be paid within 2 Business Days after Effective Date and Earnest Money is in the form of ☒ check ☐ cash ☐ other (e.g. wire) _____ to be a Credit to Buyer at Closing or disbursed only as Parties agree in writing or by court order or by Contract or as required for Closing by Closing Attorney. Buyer and seller authorize Allen Tate Realtors as Escrow Agent to deposit and hold and disburse earnest money according to the terms of this Contract, the law, and any regulations. Broker does not guarantee payment of a check or checks accepted as earnest money. Parties direct escrow agent to communicate reasonable information confirming receipt and status of earnest money upon a Broker request.

THE PARTIES UNDERSTAND AND AGREE THAT UNDER ALL CIRCUMSTANCES INCLUDING DEFAULT, ESCROW AGENT WILL NOT DISBURSE EARNEST MONEY DEPOSIT TO EITHER PARTY UNTIL BOTH PARTIES HAVE EXECUTED AN AGREEMENT AUTHORIZING THE DISBURSEMENT OR UNTIL A COURT OF COMPETENT JURISDICTION HAS DIRECTED A DISBURSEMENT OR AS AGREED UPON IN THIS CONTRACT. FIVE YEARS AFTER CLOSING DATE, ESCROW AGENT MAY DISBURSE EARNEST MONEY TO SOUTH CAROLINA TREASURER AS UNCLAIMED PROPERTY. EARNEST MONEY WILL NOT BE DISBURSED UNTIL DETERMINED TO BE GOOD FUNDS. IF LEGAL ACTIONS OCCUR, NONPREVAILING PARTY AGREES TO INDEMNIFY ESCROW AGENT'S FEES, COURT COSTS AND ATTORNEY FEES. IF INTERPLEADER OR MEDIATION IS TO BE UTILIZED, PARTIES AGREE THAT $ 100.00 SHALL BE PAID TO THE ESCROW AGENT AS COMPENSATION BEFORE ESCROW AGENT INITIATES COURT OF COMPETENT JURISDICTION OR MEDIATION PROCEEDINGS ON EARNEST MONEY.

6. TRANSACTION COSTS: Buyer's transaction costs include all costs and closing costs resulting from selected financing, pre-paid recurring items, insurance (mortgage insurance, title insurance lender/owner, flood, hazard) discount points, all costs to obtain information from or pertaining to any owners association (aka certificate of assessment), interest, non-recurring closing costs, title exam, FHA/VA allowable costs, fees and expenses of Buyer's attorney, contractually required real estate broker compensation, and the cost of any inspector, appraiser, or surveyor. Seller's transaction costs include deed preparation, deed recording costs, deed stamps/tax/recording costs calculated based on the value of the Property, all costs necessary to deliver marketable title and payoffs, satisfactions of mortgages/liens and recording, property taxes pro-rated at Closing, contractually required real estate broker compensation, and fees and expenses of Seller's attorney.

Buyer will pay Buyer's transaction costs and Seller pay Seller's transaction costs unless otherwise agreed upon in writing.

Private/public transfer fees and any costs similar to transfer fees (e.g. capital contributions, conservancy fees, estoppel fees, or otherwise named but similar fees paid to the owners association) are the ☐ Seller's or ☒ Buyer's transaction costs.

At Closing, Seller will pay Buyer's transaction costs not to exceed $ N/A OR n/a % of purchase price, whichever is higher, which includes non-allowable costs first and then allowable costs (FHA/VA). Buyer is responsible for any Buyer's transaction costs exceeding this amount. If the amount exceeds the actual amount of those costs or amount allowed by Lender, then any excess funds will revert to Seller. Seller will also provide or pay for all of Seller's transaction costs. If no Closing, Buyer is responsible for Buyer's transaction costs and Seller responsible for Seller's transaction costs.

7. FINANCE: Buyer's obligation under this Contract ☒ is ☐ is not contingent upon obtaining financing of a ☒ 30 year or ☐ 15 year or ☐ other _____ purchase money loan at reasonable prevailing market terms with loan(s) equal in amounts to a minimum 96.500 % of the Purchase Price or Appraised Value whichever is lower. ("Financing Contingency"). Financing Contingency expires at Closing ("Financing Period"). Buyer must make timely good faith efforts to apply for and obtain financing while refraining from contrary actions ("Financing Effort"). In a timely manner, Buyer shall inform Seller and Brokers of pertinent financing issues and authorize their Lender to disclose pertinent loan information to Seller and Brokers ("Financing Disclosure"). Buyer shall apply for financing within 7 Business Days from the

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Effective Date and shall provide the Seller with reasonable satisfactory written loan approval that contains no credit, income, or asset conditions within n/a Business Days from the Effective Date. Final loan approval occurs when Lender transfers funds. If a Lender subsequently declines or fails to approve financing, the Buyer shall notify the Seller and Brokers as soon as possible. If the Seller and Brokers are notified of inability to obtain financing during the Financing Period, either Party may terminate this Contract by Notice and Earnest Money shall be returned to the Buyer.
Lender (may change): SUMMIT FUNDING ☒ FHA ☐ VA ☐ Conventional ☐ Seller ☐ Other _____. An FHA VA Financing Addendum ☐ is ☒ is not attached. Additional financing terms ☐ are ☐ are not attached.

8. REPAIR PROCEDURE:

Parties agree upon Repair Procedure unless a Due Diligence Addendum is agreed upon and attached to Contract.

(A) Buyer at Buyer's expense shall have the privilege and responsibility of inspecting the structure, square footage, environmental concerns including but not limited to mold, radon gas, lead based hazards including lead based paints, wetlands study, appurtenant buildings, heating systems, air conditioning systems, electrical systems, plumbing systems, water supply systems, water waste systems, as well as, appurtenant equipment or appliances. All repair procedure inspections shall be completed by March 15 2015, . In the event repairs are necessary to place the heating systems, air conditioning systems, electrical systems, plumbing systems, water supply systems, water waste systems to be conveyed in operative condition, to make the roof free of leaks, to address environmental concerns and to make the improvements structurally sound (Repair Requests); the Seller shall be Delivered Notice in writing of the specific defects or deficiencies no later than 2 Business Days after the repair procedure inspection date mentioned above. If the Buyer fails to notify the Seller within this timeframe, Buyer shall have waived any and all rights under terms of this section. If Lender's commitment requires any additional inspections or certifications, these are to be provided by the Buyer.

(B) Upon Delivered Notice of the Repair Requests, Seller has n/a Business Days to reply to the Buyer's Repair Requests. The costs of all repairs to heating systems, air conditioning systems, electrical systems, plumbing systems, water supply systems, water waste systems making these systems operable, make roof free of leaks, address environmental concerns, and to make the improvements structurally sound to be paid by Seller. If the Seller agrees to make the repairs, the Parties agree to proceed under Contract. If the Seller does not agree to make these Seller paid repairs, the Buyer shall have 2 Business Days to choose any of the following options (1) accept the Property in its present condition, (2) negotiate with the Seller for the payment of these repairs/price or (3) terminate this Contract and receive their Earnest Money. The repairs to any other items are the sole responsibility of the Buyer. The obligations of the Seller for repairs terminate upon Closing.

SHOULD BUYER FAIL TO REACH A NEW/AMENDED CONTRACT OR TERMINATE THE CONTRACT: The Buyer agrees to buy and Seller agrees to sell the Property AS IS. Parties agree "As Is" means Buyer buys the Property for the Purchase Price while Seller maintains the Property from the Effective Date through Closing subject to normal wear without repair or replacement and sells the Property for the Purchase Price unless otherwise agreed upon in writing by the Parties in this Contract.

IF A DUE DILIGENCE ADDENDUM IS SIGNED, DATED AND TIMED BY ALL PARTIES; THE PARTIES AGREE THAT THE LANGUAGE IN THE DUE DILIGENCE ADDENDUM SHALL REPLACE THE REPAIR PROCEDURE LANGUAGE IN THIS SECTION AND THE PARTIES AGREE THAT THIS TRANSACTION SHALL BE CONDUCTED IN ACCORDANCE WITH THE DUE DILIGENCE ADDENDUM WHICH GRANTS THE BUYER A UNILATERAL RIGHT TO INSPECT THE PROPERTY AND TERMINATE FOR ANY REASON WITH WRITTEN NOTICE AND PAYMENT OF A FEE IN A PERIOD.

9. INSPECTION/REINSPECTION RIGHTS: Buyer and SC licensed and insured inspectors ("Inspectors") can reasonably perform any reasonable ultimately non-destructive examination and make reasonable record of the Property with reasonable Notice to Seller through Closing including investigations of off-site conditions and any issues related to the Property at Buyer Expense ("Inspections"). Buyer and persons they choose may make reasonable visual observations of Property.

Sellers will make the Property accessible for inspection and not unreasonably withhold access, unless otherwise agreed in writing by the Parties. Seller will keep all utilities operational through Closing unless otherwise agreed:

☒ **Seller grants Buyer permission to connect utilities, pay for utilities, and hire professionals (e.g. electricians, plumbers) to safely connect and operate the utilities during the Inspections.**

☐ **Other** _____ ☐ **see attached.**

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Karen Baber

Buyer will hold harmless, indemnify, pay damages and attorneys fees to Seller and Brokers for all claims, injuries, and damages arising out of the exercise of these rights. Seller will hold harmless, indemnify, pay damages and attorneys fees to Brokers for all claims, injuries, and damages arising out of the exercise of these rights. Brokers recommend that Parties obtain all inspections as soon as possible. Brokers recommend that Parties and Inspectors use insurance to manage risk.

10. APPRAISED VALUE:

☒ This Contract is contingent upon the Property being valued according to the Lender's appraisal or other appraisal as agreed upon by the Parties ("Appraised Value") for the Purchase Price or higher. If the Parties are made aware that the Appraised Value is less than the Purchase Price and the Seller Delivers Notice to the Buyer within 5 Business Days or Closing (whichever earliest) of an amendment to reduce the Purchase Price to the Appraised Value, the Parties agree to proceed to Closing under terms of this Contract with the Purchase Price amended to be the Appraised Value. Otherwise, Buyer may proceed to Closing or terminate this Contract by Delivering Notice of Termination to the Seller whereupon the Earnest Money will be returned to Buyer.

☐ This Contract is **not** contingent upon the Property being valued at an Appraised Value according to the Lender's appraisal or other appraisal as agreed upon by the Parties for the Purchase Price or more.

11. WOOD INFESTATION REPORT: If the Property to be sold has been previously occupied, this Contract is contingent upon the ☒ Buyer ☐ Seller having the Property inspected at their expense by a qualified/licensed/bonded pest control operator selected by the ☒ Buyer ☐ Seller and Delivery to Closing of a CL100 Wood Infestation Report dated no earlier than 30 calendar days prior to Closing and no later than 10 calendar days prior to Closing. If the Buyer is responsible for having the Property inspected as indicated above, but does not have the Property timely inspected for the report's required Delivery time frame, the Buyer waives any and all rights under the terms of this section. The Seller makes no warranties with regard to matters covered by such infestation report or any other improvement unless specifically stated in this Contract.

If the infestation report reveals the presence or indication of or damages by termite infestation or other wood destroying organisms, Seller shall remedy such deficiencies and shall furnish the Buyer with an infestation report by a qualified/licensed/bonded pest control operator (dated no earlier than 30 calendar days prior to Closing) that the Property is free from infestation or any damage herein mentioned; or documentation that the infestation has been treated and damage has been repaired as appropriate in a workmanlike manner on or before closing and reported by an appropriate licensee. State law and regulations control CL100 issues. If the Seller does not make the repairs and treatment, the Buyer shall have the option to (1) accept the Property in its present condition, (2) negotiate with the Seller for the payment of these repairs and treatment, or (3) terminate this Contract by Delivering Notice of Termination to the Seller whereupon the Earnest Money will be returned to Buyer. If the Property to be sold has not been previously occupied, Seller shall certify that the Dwelling has been treated by soil poisoning for the prevention of termites and other wood destroying organisms and shall provide at Closing to the Buyer a written certification from a qualified/licensed/bonded pest control operator. The obligations of the Seller under this Section terminate after the Closing.

12. SURVEY, TITLE EXAMINATION, INSURANCE: Brokers recommend Buyer have Property surveyed, title examined, and appropriate insurance (including owner's title) effective at Closing. Seller to cancel existing insurance and Buyer to obtain new insurance policies by Closing unless otherwise agreed upon in writing by Parties. Flood insurance, if required by Lender or at Buyer's option, shall be assigned to Buyer with permission of carrier and premium prorated to Closing. Buyers are solely responsible to investigate pricing and requirements of insurance for the property prior to signing Contract.

13. SURVIVAL: If any provision herein contained which by its nature or effect is required to be observed, kept, or performed after Closing, it will survive the Closing and remain binding upon for the parties hereto until fully observed, kept or performed.

14. HOME WARRANTY COMPANY OPTIONAL COVERAGE ("HWC"): Parties agree that a Home Warranty ordered by N/A with at least twelve months of coverage after Closing Date ☐ will ☒ will not be provided by Closing and $ N/A will be paid by N/A to the Home Warranty Company. Buyer to pay any deficit and surplus reverts to payor.
Proposed HWC and type of HWC: N/A

15. FIRE OR CASUALTY OR INJURY: In case the Property is damaged wholly or partially by fire or other casualty prior to Closing, Buyer will have the right for 5 Business Days after Notice of damage to Deliver Notice of Termination to the Seller. If Buyer does not Deliver Notice of Termination, the Parties proceed according to the Contract and Seller is to be

[ ]BUYER [ ]BUYER [ ]SELLER [ ]SELLER HAVE READ THIS PAGE

responsible to (1) repair all damage, (2) remit to Buyer an amount for repairs, or (3) assign to Buyer the right to all proceeds of insurance and *remit* any deductible amount applicable to such casualty. If Buyer or Inspections caused the damage, Buyer is responsible for indemnifying Seller for damages. Brokers and Parties should ensure that they are protected by appropriate risk management strategies such as insurance.

16. SC RESIDENTIAL PROPERTY CONDITION DISCLOSURE STATEMENT ("CDS") [check one]:

☒ Buyer and Seller agree that Seller has delivered prior to this Contract, a CDS to Buyer, as required by SC Code of Laws Section 27-50-10 et seq. If after delivery, Seller discovers a CDS material inaccuracy or the CDS becomes materially inaccurate due to an occurrence or circumstance; the Seller shall promptly correct this inaccuracy by delivering a corrected CDS to the Buyer or making reasonable repairs prior to Closing. Buyer understands the CDS does not replace inspections. Buyer understands and agrees the CDS contains only statements made by the Seller. Parties agree the Brokers are not responsible nor liable for any information in the CDS and the Brokers have met requirements of SC Code 27-50-70.

☐ Buyer and Seller agree that Seller will NOT complete nor provide a CDS to Buyer in accordance with SC Code of Law, as amended, Section 27-50-30, Paragraph (13).

17. LEAD BASED PAINT/LEAD HAZARDS: If Property was built or contains items created prior to 1978, it may contain lead based hazards and Parties agree to sign "Disclosure of Information of Lead Based Paint and/or Lead Hazards" forms and give copies to Brokers. Parties acknowledge receiving and understanding the EPA pamphlet "Protect Your Family From Lead in Your Home."

18. CRIME/MEGAN LAW: Parties agree that Brokers are not responsible for obtaining or disclosing information in the SC Sex Offender Registry and no course of action may be brought against any Brokers for failure to obtain or disclose sex offender or criminal information. Buyer and Seller agree that they have sole responsibility to obtain their own sex offender, death, clandestine laboratory, and crime information from appropriate law enforcement officials or information sources.

19. TRUST ACCOUNT INTEREST/CHARITABLE CONTRIBUTION: According to the rules and regulations of the South Carolina Real Estate Commission and the Code of Laws of South Carolina, as amended, any interest earned on Buyer's earnest money deposit would belong to Buyer until the closing of the transaction referenced in this Contract. It is understood that Broker ☐ may ☒ may not place deposited earnest monies into an interest bearing trust account. If Buyer's earnest money deposit is deposited into an interest bearing trust account, Broker will retain all interest earned in said account and may contribute some or all to a charitable enterprise.

20. SC INCOME TAX ON NON-RESIDENT GAIN AND COMPLIANCE AND USA FEDERAL INCOME TAX: Seller and Buyer will comply with the provisions of the SC Code 12-8-580 (as amended) regarding state income tax withholding requirements if the Seller is not a resident or has not filed SC state income tax returns. Seller and Buyer will comply with United States of America federal income tax laws. Seller and Buyer should discuss tax laws and minimization actions with their qualified tax advisor. Parties will comply with all local, state, federal laws, and any rules.

21. ENTIRE AND BINDING AGREEMENT (MERGER CLAUSE): Parties agree that this Contract expresses the entire agreement between the parties, that there is no other agreement, oral/otherwise, modifying the terms and this Contract is binding on Parties and principals, heirs, personal representatives, successors, and assigns. Illegal provisions are severable.

22. ADJUSTMENTS: Buyer and Seller agree to settle or prorate, annually or as appropriate; as of Closing Date: (A) utilities and waste fees issued after Closing which include service for time Property was owned/occupied by Seller (B) real estate taxes and owner association fees/assessments for the calendar year of Closing (C) any rents, deposits, fees associated with leasing (D) insurance, EMS service, fuel/consumables, and assessments. Closing Attorney shall make tax proration based on the available tax information deemed reliable by the Closing Attorney. Should the tax or tax estimate or proration later become inaccurate or change, Buyer and Seller shall make any financial adjustments between themselves once accurate tax information is available. This section survives Closing. Buyer is solely responsible for minimizing the Buyer's taxes and obtaining tax minimization procedural information including related legal counsel and financial counsel.

23. DEFAULT:

(A) If Seller defaults in the performance of any of the Seller's obligations under this Contract ("Default"), Buyer may:

(i) *Deliver Notice of Default to Seller and terminate Contract and*

(ii) Pursue any remedies available to Buyer at law or equity and

(iii) Recover attorneys' fees and all other direct costs of litigation if Buyer prevails in any action against Seller.

[KB] BUYER [____] BUYER [KB] SELLER [____] SELLER HAVE READ THIS PAGE

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(B) If Buyer defaults in the performance of any of the Buyer's obligations under this Contract ("Default"), Seller may:
(i) Deliver Notice of Default to Buyer and terminate Contract and
(ii) Pursue any remedies available to Seller at law or equity and
(iii) Recover attorneys' fees and all other direct costs of litigation if Seller prevails in any action against Buyer.
(C) If either/both Parties default, Parties agree to sign an escrow deposit disbursement agreement or release agreement.
(D) Parties may agree in writing to allow a Cure Period for a default. If within the Cure Period, either Party cures the Default and Delivers Notice, Parties shall proceed under the Contract.

24. MEDIATION CLAUSE: Mediation is an alternative dispute resolution system and may help avoid potentially expensive and lengthy litigation. The mediation participants voluntarily decide their settlement with the mediator facilitating their decisions and documentation of the settlement. Mediation is not binding arbitration. The mediator does not decide the outcome. The mediation participants make their own decisions include reaching or not reaching a settlement. Any dispute, claim, breach, or services issues relating to this Contract shall be submitted to mediation in accordance with the Procedures of the Dispute Resolution System of the NATIONAL ASSOCIATION OF REALTORS® (info@SCREALTORS.org 1-800-233-6381). Disputes include representations made by any Party, Broker, person or entity in connection with the sale, purchase, financing, condition or any other aspect of the Property, including without limitation allegations of concealment, misrepresentation, negligence or fraud. Any agreement signed by the Parties pursuant to mediation is binding. This mediation clause shall survive the Closing Date. The following matters are excluded from mediation herein: (a) judicial or non-judicial foreclosure or other action or proceeding to enforce a deed of trust, mortgage, or land contract; (b) an unlawful detainer action; (c) the filing or enforcement of a mechanic's lien; (d) any matter which is within the jurisdiction of a probate court; (e) the filing of a interpleader action to resolve earnest money disputes. The filing of a judicial action to enable the recording of a notice of pending action, for order of attachment, receivership, injunction, or other provisional remedies, shall not constitute a waiver of the right to mediate under this provision, nor shall it constitute a breach of the duty to mediate.

25. NON-RELIANCE CLAUSE (NOT A MERGER CLAUSE NOR EXTENSION OF A MERGER CLAUSE): Parties execute this Contract freely and voluntarily without reliance upon any statements, representations, inducements, promises, or agreements by Brokers or Parties except as expressly stipulated or set forth in this Contract. If not contained herein, such statements, representations, inducements, promises, or agreements shall be of no force or effect. Parties acknowledge that Brokers are being retained solely as licensed real estate agents and not as any attorney, tax/financial advisor, appraiser, surveyor, engineer, mold or air quality expert, home inspector, or other professional service provider.

26. BROKER DISCLAIMER: Parties acknowledge that Brokers give no warranties or representations of any kind, expressed or implied as to: (1) condition of the Property, including but not limited to termites, radon, mold, asbestos, moisture, environmental issues, water, waste, air quality, HVAC, utilities, plumbing, electrical or structure; etc. (2) condition of the Property, survey or legal matters, square footage (3) off site conditions; (4) schools (5) title including but not limited to easements, encroachments, projections, encumbrances, restrictions, covenants, setbacks, and the like (6) fitness for a particular purpose of the Property or the improvements (7) zoning ordinances and restrictions (8) projected income, value, marketability, taxes, insurance, or other possible benefits to Buyer. Parties consent that their Brokers may communicate with them via any means; and use or disclose information not made confidential by written instruction of Parties.

27. BROKERS COMPENSATION: Parties direct Closing Attorney to use settlement funds to collect and disburse Brokers Compensation to Brokers in accordance with agreements and document compensation on the settlement statement. If a Party disputes Brokers Compensation, that Party agrees to retain a SC law firm to escrow only the disputed amount of Brokerage Compensation until the dispute is resolved by a written agreement signed by that Party and the Affected Broker, arbitration award, or court order. Party requesting the escrow shall pay all costs for escrow. If the dispute is not resolved within 180 calendar days of Closing, the escrow shall be disbursed to the Broker. Parties agree that Brokers are third party beneficiaries to this Contract and have standing to seek remedies at law and equity. Parties represent that their only enforceable agency agreements are with the Brokers disclosed in this Contract. Parties consent to Brokers possibly receiving compensation from the HWC and/or others if compensation is paid by in accordance with laws and REALTOR® ethics. NOTICE: THIS IS TO GIVE YOU NOTICE THAT BROKERS HAVE/WILL/MAY RECEIVE COMPENSATION FROM HWC/OTHERS FOR REFERRAL/PROCESSING. YOU ARE NOT REQUIRED TO PURCHASE A HWC OR SIMILAR RESIDENTIAL SERVICE CONTRACT AND IF YOU CHOOSE TO PURCHASE SUCH COVERAGE YOU ARE FREE TO PURCHASE IT FROM ANOTHER PROVIDER.

28. ATTACHMENTS, OTHER CONTINGENCIES, TERMS, AND/OR STIPULATIONS: There may be attachments to this Contract. The most recent changes, amendments, attachments, contingencies, stipulations, addendum, additions, exhibits, or writings, agreed to by the Parties; is evidence of the Parties' intent and agreement and shall control any

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Contract language conflicts. If any documents are attached as addenda, amendments, attachments, or exhibits considered part of this Agreement, they are further identified or described here:
PROPERTY TO BE SOLD "AS-IS, WHERE-IS, WITH ALL FAULTS." CONTRACT CONTINGENT UPON APPROVAL AND ACCEPTANCE OF LENDER.

29. NOTICE AND DELIVERY: Notice is any unilateral communication (offers, counteroffers, acceptance, termination, unilateral requests for better terms, and associated addenda/amendments) from one Party to the other. Notice to/from a Broker representing a Party is deemed Notice to/from the Party. All Notice, consents, approvals, counterparts, and similar actions required under Contract must be in paper or electronic writing and will be effective as of delivery to the Notice address/email/fax written below and awareness of receipt by Broker ("Delivered") unless Parties agree otherwise in writing.

30. PARTIES ARE SOLELY RESPONSIBLE FOR OBTAINING LEGAL ADVICE PRIOR TO SIGNING THIS CONTRACT AND DURING THE TRANSACTION. REAL ESTATE LICENSEES RECOMMEND OBTAINING LEGAL COUNSEL.

Parties acknowledge receiving, reading, reviewing, and understanding: this Contract, the Agency Disclosure, any agency agreements, and copies of these documents. Parties acknowledge having time and opportunity to review all documents and receive legal counsel from their attorneys prior to signing Contract.

31. EXPIRATION OF OFFER: When signed by a Party and intended as an offer or counter offer, this document represents an offer to the other Party that may be rescinded any time prior to or expires at _____ ☐ AM ☐ PM on _____, _____ unless accepted or counter-offered by the other Party in written form Delivered prior to such deadline.

IN WITNESS WHEREOF, this Contract has been duly executed by the Parties as true to the best of their knowledge/ belief. If signee is not a Party, appropriate legal documents (e.g. Power of Attorney, Corporate Authorization) are ☐ attached or ☐ to be Delivered within _____ Business Days.

Parties shall initial and date all changes in this Contract and initial all pages.

BUYER: Karen Baber 2/19/2015 | 3:12 PM ET **Date:** _____ **Time:** _____
Karen Baber

WITNESS: Jonathan Carney 2/19/2015 | 8:28 AM PT **Date:** _____ **Time:** _____

BUYER: _____ **Date:** _____ **Time:** _____

WITNESS: _____ **Date:** _____ **Time:** _____

NOTICE ADDRESS/EMAIL/FAX: _____

SELLER: Gloria A. Long-Robinson **Date:** 2/10/15 **Time:** 10:11Am
Gloria A. Long-Robinson

WITNESS: _____ **Date:** _____ **Time:** _____

SELLER: _____ **Date:** _____ **Time:** _____

WITNESS: _____ **Date:** _____ **Time:** _____

NOTICE ADDRESS/EMAIL/FAX: _____

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DocuSign Envelope ID: 4398856B-0F34-4CAA-96D3-DB929769FCAE

ESCROW AGENCY ACKNOWLEDGEMENT SIGNATURE: _____

ESCROW AGENT NAME (BROKER IN CHARGE/OTHER): Allen Tate Realtors

DESCRIBE ESCROW AGENCY (BROKERAGE/LAW FIRM/OTHER): _____

ESCROW AGENT CONTACT INFO: _____

_____

INVOLVED AS: ☐ BUYER AGENT ☐ SELLER SUBAGENT ☐ DUAL AGENT ☒ BUYER DESIGNATED AGENT*

LICENSEE: JONATHAN GARVEY SC LICENSE # 38254 EXPIRES 06/30/2016

BROKER IN CHARGE: COLLEEN P. COESENS SC LICENSE # 52849 EXPIRES 06/30/2015

BROKERAGE COMPANY NAME: ALLEN TATE REALTORS

MEMBERS OF: PIEDMONT REGIONAL ASSOCIATION/BOARD OF REALTORS®

NOTICE ADDRESS: 1602 EBENEZER ROAD ROCK HILL SC 29732

NOTICE EMAIL/FAX: 800-936-1966

MOBILE PHONE: (803)448-1307 OFFICE PHONE: (803)324-1185 OTHER: _____

INVOLVED AS: ☐ SELLER AGENT ☐ SELLER SUBAGENT ☐ DUAL AGENT ☒ SELLER DESIGNATED AGENT*

LICENSEE: ROBERT A. OUZTS SC LICENSE # 22059 EXPIRES 06/30/2015

BROKER IN CHARGE: COLLEEN P. COESENS SC LICENSE # 52849 EXPIRES 06/30/2015

BROKERAGE COMPANY NAME: ALLEN TATE REALTORS

MEMBERS OF: PIEDMONT REGIONAL ASSOCIATION/BOARD OF REALTORS®

NOTICE ADDRESS: 1602 EBENEZER ROAD ROCK HILL SC 29732

NOTICE EMAIL/FAX: 800-940-8320

MOBILE PHONE: (803)370-2406 OFFICE PHONE: (803)324-1185 OTHER: _____

*DESIGNATED AGENCY - THE BROKER-IN-CHARGE AND ALL ASSOCIATED LICENSEES, EXCEPT THE DESIGNATED AGENTS, ARE DUAL AGENTS.

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REALTOR® EQUAL HOUSING OPPORTUNITY

ADDENDUM/AMENDMENT TO

☒ AGREEMENT/CONTRACT TO BUY AND SELL REAL ESTATE [☐ OFFER OR ☐ COUNTEROFFER] OR

☐ RESIDENTIAL RENTAL AGREEMENT OR ☐ OTHER: _____

COVERING THE ☒ REAL PROPERTY ☐ PREMISES ☐ BUSINESS ☐ OTHER: _____

Further described or commonly known as:

Address 255 ROLLING RIDGE ROAD Unit # _____

City ROCK HILL State of South Carolina

Other _____ TMS 604-05-02-017

The undersigned Parties hereby agree as follows: BUYER AND SELLER AGREE TO EXTEND THE TERMS OF THIS AGREEMENT TO JUNE 12, 2015.

EXPIRATION OF OFFER: When signed by a Party and intended as an offer or counter-offer, this document represents an offer to the other Party that may be rescinded any time prior to or expires at _____ ☐ AM ☐ PM on _____ unless accepted or counter-offered by the other Party in written form Delivered prior to such deadline.

Parties are solely responsible for obtaining legal advice prior to entering into this Contract and counsel as required.

IN WITNESS WHEREOF, this Agreement has been duly executed by the Parties.

BUYER: Karen Baber Date: 5/19/2015 | 12:30 PM ET Time: _____

WITNESS: _____ Date: _____ Time: _____

BUYER: _____ Date: _____ Time: _____

WITNESS: _____ Date: _____ Time: _____

SELLER: Gloria A. Long-Robinson Date: 5-19-15 Time: _____

Gloria A. Long-Robinson

WITNESS: _____ Date: _____ Time: _____

SELLER: _____ Date: _____ Time: _____

WITNESS: _____ Date: _____ Time: _____

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EXHIBIT 2

Kimberly Ballentine

From: karen baber <klkb1951@gmail.com>
Sent: Sunday, December 3, 2017 10:48 PM
To: Sharon Cook
Subject: Fwd: Fw: Re: Our offer progress

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• Personally Identifiable Information (PII) should not be included in e-mail text or attachments. Do not save or transmit PII unencrypted.

On Friday, January 23, 2015 1:27 PM, Jonathan Garvey <jonathan.garvey@allentate.com> wrote:

Yes. We can get Robert to do any of the repairs needed. We will know more after the appraisal and we'll get Robert to do the inspections.

From: Karen Baber <baber.karen@yahoo.com>
To: "jonathan.garvey@allentate.com" <jonathan.garvey@allentate.com>
Sent: Friday, January 23, 2015, 12:21:42 PM EST
Subject: Re: Our offer progress

thanks

what does that mean? will he have a copy of my list of things to check? Are you going to talk to Robert Evans?

On Friday, January 23, 2015 11:22 AM, Jonathan Garvey <jonathan.garvey@allentate.com> wrote:

Karen, I reached out this morning to Robert Oustz to make sure the info was received and in play. He sent me this...

"Yes sir, the complete package was submitted yesterday. Now the seller is sending in updated financials since the Deed in Lieu review has been cancelled. The next event will be the updated BPO/Appraisal – I will meet this person and make sure they accurately portray the value of this house in "as-is" condition."

FYI. Its being worked. J

EXHIBIT 3

Gmail UPS Store <store4411@gmail.com>

Fwd:

karen baber <klkb1951@gmail.com> Thu, Nov 30, 2017 at 12:50 PM
To: UPS Store Charlotte Ave <store4411@gmail.com>

Re: Pages from SS Approval conditions 021115.pdf - Adobe Acrobat Professional15
Yahoo/Drafts

Jonathan Garvey <jonathan.garvey@allentate.com>
To:baber.karen@yahoo.com,steve.reynolds@summitfunding.net

Feb 11, 2015 at 12:10 PM

Approval of short sale

---------- Forwarded message ----------
From: Robert Ouzts <robert.ouzts@allentate.com>
Date: Wednesday, February 11, 2015
Subject: Pages from SS Approval conditions 021115.pdf - Adobe Acrobat Professional
To: Jonathan Garvey <jonathan.garvey@allentate.com>

- Pages from SS Approval conditions 021115.pdf - Adobe Acrobat Professional.pdf
  122kB

Show original message

Hide original message

On Thursday, February 13, 2015 11:57 AM, Steve Reynolds <steve.reynolds@summitfunding.net> wrote:

Karen,

Let's look at appraisal and then this loan requires a termite inspection and a home inspection. We can look at rehab loan if there are too many repairs.

Steve

From: "BABER.KAREN@YAHOO.COM" <BABER.KAREN@YAHOO.COM>
Reply-To: "BABER.KAREN@YAHOO.COM" <BABER.KAREN@YAHOO.COM>
Date: Thu, 12 Feb 2015 01:47:12 +0000 (UTC)
To: Steve Reynolds <steve.reynolds@summitfunding.net>
Subject: Re: Pages from SS Approval conditions 021115.pdf - Adobe Acrobat Professional

i have $12000 being transferred in from the investment account

I hope i added that right

numbers you gave me plus the down payment

I did not see where you included attorney fees????

so I added in for that

On Wednesday, February 11, 2015 7:03 PM, Steve Reynolds <steve.reynolds@summitfunding.net> wrote:

Karen,

Attached is a fee sheet for you to review. Please call me if you have any questions.

From: Karen Baber [mailto:baber.karen@yahoo.com]
Sent: Wednesday, February 11, 2015 4:16 PM
To: Jonathan Garvey
Cc: Steve Reynolds
Subject: Re: Pages from SS Approval conditions 021115.pdf - Adobe Acrobat Professional

that's great but we do want to close asap

tell me what is needed

think we are going to use Morton Getty unless you know someone who will do for less

On Wednesday, February 11, 2015 3:29 PM, Jonathan Garvey <jonathan.garvey@allentate.com> wrote:

Kimberly Ballentine

From: karen baber <klkb1951@gmail.com>
Sent: Sunday, December 3, 2017 11:36 AM
To: Sharon Cook
Subject: Fwd: Fw: Additional items

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think this is it... there is one where jonathan and steve discuss the disclosure form and inspections. trying to put that email link together. and one where summit has told me they wonder if he went to wrong property.

On Tuesday, February 17, 2015 8:23 AM, Denise Julian <Denise.Julian@summitfunding.net> wrote:

Good Morning Karen,

Steve is out of the office this morning. He got your message and asked me to contact you. We have ordered the appraisal.

Denise

On Tuesday, February 17, 2015 9:57 AM, Karen Baber <baber.karen@yahoo.com> wrote:

Did Steve give the appraiser the list with the roof, windows, leaks and all of that to the appraiser.

On Tuesday, February 17, 2015 12:29 PM, Denise Julian <Denise.Julian@summitfunding.net> wrote:

We have ordered the appraisal. Let's see what it looks like.

On Tuesday, February 17, 2015 2:10 PM, Karen Baber <baber.karen@yahoo.com> wrote:

When do we get the inspections?

On Tuesday, February 17, 2015 4:05 PM, Denise Julian <Denise.Julian@summitfunding.net> wrote:

We don't order those. Jonathan will get those for you before closing.

On Tuesday, February 17, 2015 5:15 PM, Karen Baber <baber.karen@yahoo.com> wrote:

Ok thanks

Denise Julian
Loan Partner NMLS ID# 146478

19300 Statesville Road, Suite 201
Cornelius, NC 28031
Branch NMLS ID# 900906

Office 704.895.8770
Fax 704.895.8768
denise.julian@summitfunding.net
www.summitfunding.net

SUMMIT FUNDING Inc.
THE HOME LOAN EXPERTS
Summit Funding, Inc. NMLS ID# 3199

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EXHIBIT 4

Kimberly Ballentine

From: karen baber <klkb1951@gmail.com>
Sent: Sunday, December 3, 2017 3:13 PM
To: Sharon Cook
Subject: Fwd: Fw: Appraisal File(s) Available For Download

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Have had to copy and paste all of these onto the appraisal file so that you had the conversation flow - otherwise when I tried to transfer it would cut them off and only transfer the appraisal at the bottom... I get mad every time i look at the pictures - These pictures were not made in Feb with over a foot leaves on the ground (and Lonnie Gordon will affirm that. He helped us move and worked on the yard when we moved in June getting all the leaves picked up etc)
I just copied all of these in the yahoo account and then when I put them in gmail the font changed... i have no idea why. ... I have more to send and I hate to do it but I am just going to copy and put on gmail and not try to link together. I will also try to double check and make sure I do not send what you already have. There were 230 emails with Steve Reynolds many copied with jonathan.

From: Steve Reynolds <steve.reynolds@summitfunding.net>
To: "BABER.KAREN@YAHOO.COM" <BABER.KAREN@YAHOO.COM>; "jonathan.garvey@allentate.com" <jonathan.garvey@allentate.com>
Sent: Friday, March 6, 2015, 11:57 AM EDT
Subject: Fw: Appraisal File(s) Available For Download

On Friday, March 6, 2015, 11:;57 AM, Steve Reynolds <Steverevnolds@summitfunding.net> wrote:

Karen,

Let's look at things after Mr. Blue goes back to the property. I have called Jonathan and asked him to provide you the reports for the "Yes" items on the Disclosure Form. That would be helpful to determine if we may have any problems. Let me know what you think once your have those.

Steve



From: Sabrina Fajardo " <sabrina.fajardo@summitfunding.net>
To: <BABER.KAREN@YAHOO.COM>: "steve.reynolds@summitfunding.net>; jonathan.garvey@allentate.com>
Sent: Friday, March 6, 2015, 11:01 AM EDT
Subject: Fw: Appraisal File(s) Available For Download

I spoke with Steve and he will call you later today. He will also call Jonathan. He does have a copy of the Disclosure Form and your list and will send over to Mr. Blue. The utilities have to be turned on so that he can certify the leak is fixed and do a final certification. Remember too that you will have two inspections. One is the termite inspection and the other is the home inspection. Your loan will

require both. As soon as the loan is approved Steve will let you know so Jonathan can get these ordered. If a lot of repairs are needed it might take several weeks. We do not want you to be disappointed but there is always a chance that if a lot of repairs are needed the seller might refuse to fix. There are many options as to the types of loans that might be available. I believe Steve has already discussed these with you.

I think you may have misunderstood Mr. Blue. He does more than just walk through the house to make sure the value is there so the lender can recover any loss should you default. If he needs to make any corrections to the appraisal when he returns to do the re-certification I am confident he will do so.

Please call should you have any additional questions.

Sabrina

From: Karen Baber <BABER.KAREN@YAHOO.COM>
To: "sabrina.fajardo@summitunding.net" <sabrina.fajardo@summitunding.net>; "steve.reynolds@summitfunding.net" <steve.reynolds@summitfunding.net>
Sent: Friday, March 6, 2015, 10:31 AM EST
Subject: Fw: Appraisal File(s) Available For Download

Thank you for talking to me. I did not know I was not supposed to call Mr. Blue. Do you really think he might have gone to the wrong house? You can see the holes in the roof from the street.

NOTE TO SHARON: I have tried every way I know to get the following to forward with the conversation links and it won't. I have no idea why. So I have copied the links onto the appraisal file i got

sabrina.fajardo@summitunding.net
To:BABER.KAREN@YAHOO.COM
Mar 5, 2015 at 6:36 PM

Appraisal file(s) have been attached for:

255 Rolling Ridge Road
Rock Hill, SC 29730

Lender: North Carolina Branch

Borrower(s): Karen K Baber

AppraisalReport.pdf
Click here to download the file

Summit Funding, Inc. HVCC Department 2241 Harvard Street #200 Sacramento, CA 95815 Phone: 916-266-4400 email: appraisalrequest@summitfunding.net

Appraisal file(s) have been attached for:

255 Rolling Ridge Road
Rock Hill, SC 29730

Lender: North Carolina Branch

Borrower(s): Karen K Baber

AppraisalReport.pdf
Click here to download the file

AppraisalReport.pdf
Click here to download the file

Summit Funding, Inc. HVCC Department 2241 Harvard Street #200 Sacramento, CA 95815 Phone: 916-266-4400 email: appraisalrequest@summitfunding.net

EXHIBIT 5

Gmail UPS Store <store4411@gmail.com>

Fwd: Fw: Re: docs

karen baber <klkb1951@gmail.com> Thu, Nov 30, 2017 at 1:29 PM
To: UPS Store Charlotte Ave <store4411@gmail.com>

From: Steve Reynolds <steve.reynolds@summitfunding.net>
To: "BABER.KAREN@YAHOO.COM" <BABER.KAREN@YAHOO.COM>
Sent: Thursday, April 9, 2015, 4:22:28 PM EST
Subject: Re: docs

That is all they are requesting right now. I have called Jonathan to get the termite report and inspection to me.

From: "BABER.KAREN@YAHOO.COM" <BABER.KAREN@YAHOO.COM>
Reply-To: "BABER.KAREN@YAHOO.COM" <BABER.KAREN@YAHOO.COM>
Date: Wed, Apr 8 2015 21:21:02 +0000 (UTC)
To: Steve Reynolds <steve.reynolds@summitfunding.net>
Subject: docs

I did not find anything in my spam or trash or inbox from your office about other docs needed.

I did download (at least I tried) and sent to you bank statement jan/feb

i asked you to let me know if you got it and I haven't heard from you so I guess you didn't so I will need to print out and fax.

what else do you need?

thank you

Karen

This communication from Summit Funding - may contain privileged and/or confidential information. It is intended solely for the use of the addressee. If you are not the intended recipient, you are strictly prohibited from disclosing, copying, distributing or using any of this information. If you receive this communication in error, please contact the sender immediately and destroy the material in its entirety, whether electronic or hard copy. This communication may contain nonpublic personal information about consumers subject to the restrictions of the Gramm-Leach-Bliley Act. You may not directly or indirectly reuse or re-disclose such information for any purpose other than to provide the services for which you are receiving the information.

EXHIBIT 6

Gmail

UPS Store <store4411@gmail.com>

Fwd: Fw: Re: <no subject>

karen baber <klkb1951@gmail.com>
To: UPS Store Charlotte Ave <store4411@gmail.com>

Thu, Nov 30, 2017 at 12:24 PM

On Tuesday, May 19, 2015 9:37 PM, Karen Baber <baber.karen@yahoo.com> wrote:

ok

thanks

On Tuesday, May 19, 2015 9:28 PM, Steve Reynolds <steve.reynolds@summitfunding.net> wrote:

Karen,

I will call you in the morning to go over everything, I am trying to get you wrapped up this week to close next. I have left Jonathan a message to send me the termite report and the inspection.

Have a great night,

Steve Reynolds | Loan Officer
NMLS ID# 55918
Office 704.697.1918
Cell 704.562.2848
Fax 704.353.7279
steve.reynolds@summitfunding.net
www.summitfunding.net/sreynolds

SUMMIT FUNDING inc.
THE HOME LOAN EXPERTS
NMLS ID# 3199

13325 South Point Blvd., Suite 400 | Charlotte, NC 28273 | Branch NMLS ID# 845566

From: "BABER.KAREN@YAHOO.COM" <BABER.KAREN@YAHOO.COM>
Reply-To: "BABER.KAREN@YAHOO.COM" <BABER.KAREN@YAHOO.COM>
Date: Tue, 19 May 2015 11:57 AM
To: Steve Reynolds <steve.reynolds@summitfunding.net>
Subject: Re: <no subject>

let me know what else you need

thanks

On Tuesday, May 19, 2015 11:23 AM, Steve Reynolds <steve.reynolds@summitfunding.net> wrote:

Karen,

Please sign and return I am trying to clear all conditions on your file today.

Thanks

EXHIBIT 7

OMB Approval No. 2502-0265

Good Faith Estimate (GFE)

Name of Originator **Summit Funding, Inc.** **Steve Douglas Reynolds**	Borrower **KAREN K BABER**
Originator Address **19300 Statesville Road, Suite 201** **Cornelius, NC 28031**	Property Address **255 ROLLING RIDGE ROAD** **Rock Hill, SC 29732**
Originator Phone Number **704-895-8770**	Date of GFE **05/22/2015**
Originator Email **steve.reynolds@summitfunding.net**	

Purpose

This GFE gives you an estimate of your settlement charges and loan terms if you are approved for this loan. For more information, see HUD's Special Information Booklet on settlement charges, your *Truth-in-Lending Disclosures*, and other consumer information at www.hud.gov/respa. If you decide you would like to proceed with this loan, contact us.

Shopping for your loan

Only you can shop for the best loan for you. Compare this GFE with other loan offers, so you can find the best loan. Use the shopping chart on page 3 to compare all the offers you receive.

Important dates

1. The interest rate for this GFE is available through **06/22/2015 5:00 P.M.**. After this time, the interest rate, some of your loan Origination Charges, and the monthly payment shown below can change until you lock your interest rate.
2. This estimate for all other settlement charges is available through **06/08/2015**.
3. After you lock your interest rate, you must go to settlement within **30** days (your rate lock period) to receive the locked interest rate.
4. You must lock the interest rate at least **N/A** days before settlement.

Summary of your loan

Your initial loan amount is	$ **142,023.00**
Your loan term is	**30** years
Your initial interest rate is	**4.375** %
Your initial monthly amount owed for principal, interest, and any mortgage insurance is	$ **807.47** per month
Can your interest rate rise?	[X] No [ ] Yes, it can rise to a maximum of ____ %. The first change will be in ____
Even if you make payments on time, can your loan balance rise?	[X] No [ ] Yes, it can rise to a maximum of $ ____
Even if you make payments on time, can your monthly amount owed for principal, interest, and any mortgage insurance rise?	[X] No [ ] Yes, the first increase can be in ____ and the monthly amount owed can rise to $ ____. The maximum it can ever rise to is $ ____
Does your loan have a prepayment penalty?	[X] No [ ] Yes, your maximum prepayment penalty is $ ____
Does your loan have a balloon payment?	[X] No [ ] Yes, you have a balloon payment of $ ____ due in ____ years.

Escrow account information

Some lenders require an escrow account to hold funds for paying property taxes or other property-related charges in addition to your monthly amount owed of $ **807.47**.

Do we require you to have an escrow account for your loan?

[ ] No, you do not have an escrow account. You must pay these charges directly when due.

[X] Yes, you have an escrow account. It may or may not cover all of these charges. Ask us.

Summary of your settlement charges

A	Your Adjusted Origination Charges *(See page 2.)*	$ **1,068.42**
B	Your Charges for All Other Settlement Services *(See page 2.)*	$ **6,842.24**
A + B	Total Estimated Settlement Charges	$ **7,910.66**

FINAL

Understanding your estimated settlement charges

Your Adjusted Origination Charges

1. Our origination charge This charge is for getting this loan for you.	1,165.00
2. Your credit or charge (points) for the specific interest rate chosen ☐ The credit or charge for the interest rate of [ ] % is included in "Our origination charge." (See item 1 above.) ☒ You receive a credit of $ 96.58 for this interest rate of 4.375 %. This credit **reduces** your settlement charges. ☐ You pay a charge of $ [ ] for this interest rate of [ ] %. This charge (points) **increases** your total settlement charges. The tradeoff table on page 3 shows that you can change your total settlement charges by choosing a different interest rate for this loan.	-96.58
A Your Adjusted Origination Charges	$ 1,068.42

Your Charges for All Other Settlement Services

Some of these charges can change at settlement. See the top of page 3 for more information.

3. Required services that we select These charges are for services we require to complete your settlement. We will choose the providers of these services.	2,623.88

Service	*Charge*	*Service*	*Charge*
Appraisal Fee	495.00		
Credit Report	30.00		
Mortgage Insurance Premium	2,098.88		

4. Title services and lender's title insurance This charge includes the services of a title or settlement agent, for example, and title insurance to protect the lender, if required.	1,162.00
5. Owner's title insurance You may purchase an owner's title insurance policy to protect your interest in the property.	150.00
6. Required services that you can shop for These charges are for other services that are required to complete your settlement. We can identify providers of these services or you can shop for them yourself. Our estimates for providing these services are below.	525.00

Service	*Charge*	*Service*	*Charge*
PEST INSPECTION COMPANY	75.00	PRORATED PROPERTY TAXES	
WELL/SEPTIC COMPANY			
SURVEYCOMPANY			
HOME INSPECTION	450.00		

7. Government recording charges These charges are for state and local fees to record your loan and title documents.	125.00
8. Transfer taxes These charges are for state and local fees on mortgages and home sales.	135.00
9. Initial deposit for your escrow account This charge is held in an escrow account to pay future recurring charges on your property and includes ☒ all property taxes, ☒ all insurance, and ☐ other [ ].	957.98
10. Daily interest charges This charge is for the daily interest on your loan from the day of your settlement until the first day of the next month or the first day of your normal mortgage payment cycle. This amount is $ 17.0200 per day for 19 days (if your settlement is 06/12/2015).	323.38
11. Homeowner's insurance This charge is for the insurance you must buy for the property to protect from a loss, such as fire.	840.00

Policy	*Charge*
Homeowner's Insurance	840.00

B	Your Charges for All Other Settlement Services	$ 6,842.24
A + **B**	Total Estimated Settlement Charges	$ 7,910.66

FINAL

Instructions

Understanding which charges can change at settlement

This GFE estimates your settlement charges. At your settlement, you will receive a HUD-1, a form that lists your actual costs. Compare the charges on the HUD-1 with the charges on this GFE. Charges can change if you select your own provider and do not use the companies we identify. (See below for details.)

These charges cannot increase at settlement:	The total of these charges can increase up to 10% at settlement:	These charges can change at settlement:
▪ Our origination charge ▪ Your credit or charge (points) for the specific interest rate chosen *(after you lock in your interest rate)* ▪ Your adjusted origination charges *(after you lock in your interest rate)* ▪ Transfer taxes	▪ Required services that we select ▪ Title services and lender's title insurance *(if we select them or you use companies we identify)* ▪ Owner's title insurance *(if you use companies we identify)* ▪ Required services that you can shop for *(if you use companies we identify)* ▪ Government recording charges	▪ Required services that you can shop for *(if you do not use companies we identify)* ▪ Title services and lender's title insurance *(if you do not use companies we identify)* ▪ Owner's title insurance *(if you do not use companies we identify)* ▪ Initial deposit for your escrow account ▪ Daily interest charges ▪ Homeowner's insurance

Using the tradeoff table

In this GFE, we offered you this loan with a particular interest rate and estimated settlement charges. However:

- If you want to choose this same loan with **lower settlement charges**, then you will have a **higher interest rate**.
- If you want to choose this same loan with a **lower interest rate**, then you will have **higher settlement charges**.

If you would like to choose an available option, you must ask us for a new GFE.

Loan originators have the option to complete this table. Please ask for additional information if the table is not completed.

	The loan in this GFE	The same loan with lower settlement charges	The same loan with a lower interest rate
Your initial loan amount	$ 142,023.00	$ 142,023.00	$ 142,023.00
Your initial interest rate[1]	4.375 %	%	%
Your initial monthly amount owed	$ 807.47	$	$
Change in the monthly amount owed from this GFE	No change	You will pay $ **more** every month	You will pay $ **less** every month
Change in the amount you will pay at settlement with this interest rate	No change	Your settlement charges will be **reduced** by $	Your settlement charges will **increase** by $
How much your total estimated settlement charges will be	$ 7,910.66	$	$

[1] *For an adjustable rate loan, the comparisons above are for the initial interest rate before adjustments are made.*

Using the shopping chart

Use this chart to compare GFEs from different loan originators. Fill in the information by using a different column for each GFE you receive. By comparing loan offers, you can shop for the best loan.

	This loan	Loan 2	Loan 3	Loan 4
Loan originator name				
Initial loan amount				
Loan term				
Initial interest rate				
Initial monthly amount owed				
Rate lock period				
Can interest rate rise?				
Can loan balance rise?				
Can monthly amount owed rise?				
Prepayment penalty?				
Balloon payment?				
Total Estimated Settlement Charges				

FINAL

If your loan is sold in the future

Some lenders may sell your loan after settlement. Any fees lenders receive in the future cannot change the loan you receive or the charges you paid at settlement.

EXHIBIT 8

Gmail

UPS Store <store4411@gmail.com>

Fwd: Fw: Fwd: Fw: <no subject>

karon baber <klkb1951@gmail.com>
To: UPS Store Charlotte Ave <store4411@gmail.com>

Thu, Nov 30, 2017 at 12:27 PM

On Wednesday, May 27, 2015 9:28 PM, Steve Reynolds <steve.reynolds@summitfunding.net> wrote:

Karen,

I will call you in the morning to go over everything. Your termite inspection was condition of loan and was with inspection.

Have a great night,

Steve Reynolds | Loan Officer
NMLS ID# 55918
Office 704.697.1918
Cell 704.662.2848
Fax 704.353.7279
steve.reynolds@summitfunding.net
www.summitfunding.net/sreynolds

SUMMIT FUNDING, Inc.
THE HOME LOAN EXPERTS
NMLS ID# 3199

13325 South Point Blvd., Suite 400 | Charlotte, NC 28273 | Branch NMLS ID# 843566

EXHIBIT 9

ELECTRONICALLY FILED - 2019 Mar 05 3:01 PM - YORK - COMMON PLEAS - CASE#2018CP4601592

From: Karen Baber <baber.karen@yahoo.com>
Sent: Wednesday, May 27, 2015 4:03 PM
To: Linda Mattison; Jonathan Garvey; Steve Reynolds
Subject: Re: closing

didn't have termite inspection done...

did inspection/appraisal and that has been paid for

NOTE TO JONATHAN AND STEVE - PLEASE CALL LINDA IF ANYTHING ELSE - THANKS

On Wednesday, May 27, 2015 2:49 PM, Linda Mattison <linda@gillenlawfirm.com> wrote:

Hi Karen

Left you vm msg and trying to get your settlement statement approved so we can close Fri. Did you have a termite and home inspection done? If so, have they been paid or do I need to pay at closing. Need to know by today.

Thanks

Linda M. Mattison, Paralegal
Gillen Law Firm, PA
1803 Ebenezer Road
Rock Hill, SC 29732

803-327-0777 (Direct)
803-327-5011 (Fax)

EXHIBIT
Baber 14
2-5-19 KC

Subject: Re: closing

didn't have termite inspection done...

did inspection/appraisal and that has been paid for

NOTE TO JONATHAN AND STEVE - PLEASE CALL LINDA IF ANYTHING ELSE - THANKS

On Wednesday, May 27, 2015 5:06 PM, Linda Mattison <linda@gillenlawfirm.com> wrote:

Hi Karen

I called Jonathan and he said there was a termite and home inspection which is good because we cannot close without them. He has sent them to Steve Reynolds. He said to put them as paid POC.

Thanks

Linda M. Mattison, Paralegal
Gillen Law Firm, PA
1803 Ebenezer Road
Rock Hill, SC 29732

803-327-0777 (Direct)
803-327-5011 (Fax)

On Monday, June 1, 2015 3:15 PM, Linda Mattison <linda@gillenlawfirm.com> wrote:

Good afternoon Karen

I have copied your loan package and you can come by the office to pick up at your convenience. Your check is ready also.

Jonathan did not bring the inspections on Friday you asked about. He is supposed to bring them today. I have copied the loan package for him to come by the office to pick up. The check for Allen Tate is also ready.

We will mail off the loan package this afternoon after he brings the termite and home inspection.

EXHIBIT 10

LOAN #: CNL1412x614460
MIN: 1002411-0611116636-3

Multistate

NOTE

FHA Case No.
461-5145927-703-203B

May 29, 2015 [Date] | Sacramento, [City] | California [State]

255 ROLLING RIDGE ROAD, Rock Hill, SC 29732
[Property Address]

1. PARTIES

"Borrower" means each person signing at the end of this Note, and the person's successors and assigns. "Lender" means **Summit Funding, Inc.**

and its successors and assigns.

2. BORROWER'S PROMISE TO PAY; INTEREST

In return for a loan received from Lender, Borrower promises to pay the principal sum of **ONE HUNDRED FORTY TWO THOUSAND TWENTY THREE AND NO/100**••••••

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

(C) Payment of Costs and Expenses

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

7. WAIVERS

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

8. GIVING OF NOTICES

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

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

9. OBLIGATIONS OF PERSONS UNDER THIS NOTE

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

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

KAREN K BABER _____ (Seal)

Lender: Summit Funding, Inc.
NMLS ID: 3199
Loan Originator: Steve Douglas Reynolds
NMLS ID: 55918

EXHIBIT 11

201500299652
Filed for Record in
YORK COUNTY, SC
DAVID HAMILTON, CLERK OF COURTS
06-01-2015 At 02:36 pm.
MORTGAGE 14.00
OR Vol 14900 Page 184 - 191

When recorded, return to:
Summit Funding, Inc.
ATTN: Final Document Department
2241 Harvard Street, Suite 200
Sacramento, CA 95815

This document was prepared by:
Summit Funding, Inc.
2241 Harvard Street, Suite 200
Sacramento, CA 95815
(916) 266-4400

LOAN #: CNL1412x614460

[Space Above This Line For Recording Data]

State of South Carolina

MORTGAGE

FHA Case No.
461-6145927-703-203B

MIN: 1002411-0611116636-3
MERS PHONE #: 1-888-679-6377

THIS MORTGAGE ("Security Instrument") is given on May 29, 2015. The Mortgagor is KAREN K BABER

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

("Lender") is organized and existing under the laws of California,
and has an address of 2241 Harvard Street, Suite 200, Sacramento, CA 95815.

Borrower owes Lender the principal sum of ONE HUNDRED FORTY TWO THOUSAND TWENTY THREE AND NO/100********** Dollars (U.S. $142,023.00). This debt is evidenced by Borrower's note dated the same date as this Security Instrument ("Note"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on June 1, 2045. This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and modifications of the Note; (b) the payment of all other sums, with interest, advanced under paragraph 7 to protect the security of this Security Instrument; and (c) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby mortgage, grant and convey to MERS (solely as nominee for Lender and Lender's successors and assigns) and to the successors and assigns of MERS the following described property located in York County, South Carolina:
SEE LEGAL DESCRIPTION ATTACHED HERETO AND MADE A PART HEREOF AS "EXHIBIT A".
APN #: 604-05-02-017

which has the address of 255 ROLLING RIDGE ROAD, Rock Hill, [Street, City],
South Carolina 29732 ("Property Address"):
[Zip Code]

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

Instrument 201500299652 OR Vol 14900 Page 184

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 mortgage, grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

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

Borrower and Lender covenant and agree as follows:

UNIFORM COVENANTS.

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

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

Lender may, at any time, collect and hold amounts for Escrow Items in an aggregate amount not to exceed the maximum amount that may be required for Borrower's escrow account under the Real Estate Settlement Procedures Act of 1974, 12 U.S.C. Section 2601 et seq. and implementing regulations, 24 CFR Part 1024, as they may be amended from time to time ("RESPA"), except that the cushion or reserve permitted by RESPA for unanticipated disbursements or disbursements before the Borrower's payments are available in the account may not be based on amounts due for the mortgage insurance premium.

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

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

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

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

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

Third, to interest due under the Note;

Fourth, to amortization of the principal of the Note; and

Fifth, to late charges due under the Note.

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

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

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

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

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provide Lender with any material information) in connection with the loan evidenced by the Note, including, but not limited to, representations concerning Borrower's occupancy of the Property as a principal residence. If this Security Instrument is on a leasehold, Borrower shall comply with the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and fee title shall not be merged unless Lender agrees to the merger in writing.

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

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

If Borrower fails to make these payments or the payments required by paragraph 2, or fails to perform any other covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Lender's rights in the Property (such as a proceeding in bankruptcy, for condemnation or to enforce laws or regulations), then Lender may do and pay whatever is necessary to protect the value of the Property and Lender's rights in the Property, including payment of taxes, hazard insurance and other items mentioned in paragraph 2.

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

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

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

9. Grounds for Acceleration of Debt.

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

(i) Borrower defaults by failing to pay in full any monthly payment required by this Security Instrument prior to or on the due date of the next monthly payment, or

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

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

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

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

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

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

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

10. Reinstatement. Borrower has a right to be reinstated if Lender has required immediate payment in full because of Borrower's failure to pay an amount due under the Note or this Security Instrument. This right applies even after foreclosure proceedings are instituted. To reinstate the Security Instrument, Borrower shall tender in a lump sum all amounts required to bring Borrower's account current including, to the extent they are obligations of Borrower under this Security Instrument, foreclosure costs and reasonable and customary attorneys' fees and expenses properly associated with the foreclosure proceeding. Upon reinstatement by Borrower, this Security Instrument and the obligations that it secures shall remain in effect as if Lender had not required immediate payment in full. However, Lender is not required to permit reinstatement if: (i) Lender has accepted reinstatement after the commencement of foreclosure proceedings within two years immediately preceding the commencement of a current foreclosure proceeding, (ii) reinstatement will preclude foreclosure on different grounds in the future, or (iii) reinstatement will adversely affect the priority of the lien created by this Security Instrument.

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

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

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

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

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

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

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

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

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

17. Assignment of Rents. Borrower unconditionally assigns and transfers to Lender all the rents and revenues of the Property. Borrower authorizes Lender or Lender's agents to collect the rents and revenues and hereby directs each tenant of the Property to pay the rents to Lender or Lender's agents. However, prior to Lender's notice to Borrower of Borrower's breach of any covenant or agreement in the Security Instrument, Borrower shall collect and receive all rents and revenues of the Property as trustee for the benefit of Lender and Borrower. This assignment of rents constitutes an absolute assignment and not an assignment for additional security only.

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

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

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

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

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

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

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

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

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

[Check applicable box(es)]

☐ Condominium Rider ☐ Growing Equity Rider ☒ Planned Unit Development Rider
☐ Graduated Payment Rider ☐ Other(s) [specify]

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LOAN #: CNL1412x814460

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

Witnesses:

Linda M. Mattison
LINDA M. MATTISON

MICHAEL F. GILLEN

Karen K Baber 5-29-15 (Seal)
KAREN K BABER DATE

State of SOUTH CAROLINA
County of YORK

The foregoing instrument was acknowledged before me this 5-29-15 (date) by KAREN K BABER (name of person acknowledged).

Signature of Person Taking Acknowledgement

Michael F. Gillen
Printed Name of Person Taking Acknowledgement

Notary Public
Title or Rank

02/26/2023
My commission expires:

Lender: Summit Funding, Inc.
NMLS ID: 3199
Loan Originator: Steve Douglas Reynolds
NMLS ID: 55918

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LOAN #: CNL1412x614460
MIN: 1002411-0611116536-3

FHA Case No.
461-8145927-703-203B

PLANNED UNIT DEVELOPMENT RIDER

THIS PLANNED UNIT DEVELOPMENT RIDER is made this 29th day of May, 2015, and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust or Security Deed ("Security Instrument") of the same date given by the undersigned ("Borrower") to secure Borrower's Note ("Note") to Summit Funding, Inc.

("Lender") of the same date and covering the Property described in the Security Instrument and located at:
255 ROLLING RIDGE ROAD
Rock Hill, SC 29732.

The Property Address is a part of a planned unit development ("PUD") known as
Country Club Estates

PUD COVENANTS. In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree as follows:

A. So long as the Owners Association (or equivalent entity holding title to common areas and facilities), acting as trustee for the homeowners, maintains, with a generally accepted insurance carrier, a "master" or "blanket" policy insuring the property located in the PUD, including all improvements now existing or hereafter erected on the mortgaged premises, and such policy is satisfactory to Lender and provides insurance coverage in the amounts, for the periods, and against the hazards Lender requires, including fire and other hazards included within the term "extended coverage," and loss by flood, to the extent required by the Secretary, then: (i) Lender waives the provision in Paragraph 2 of this Security Instrument for the monthly payment to Lender of one-twelfth of the yearly premium installments for hazard insurance on the Property, and (ii) Borrower's obligation under Paragraph 4 of this Security Instrument to maintain hazard insurance coverage on the Property is deemed satisfied to the extent that the required coverage is provided by the Owners Association policy. Borrower shall give Lender prompt notice of any lapse in required hazard insurance coverage and of any loss occurring from a hazard. In the event of a distribution of hazard insurance proceeds in lieu of restoration or repair following a loss to the Property or to common areas and facilities of the PUD, any proceeds payable to Borrower are hereby assigned and shall be paid to Lender for application to the sums secured by this Security Instrument, with any excess paid to the entity legally entitled thereto.

B. Borrower promises to pay all dues and assessments imposed pursuant to the legal instruments creating and governing the PUD.

C. If Borrower does not pay PUD dues and assessments when due, then Lender may pay them. Any amounts disbursed by Lender under this paragraph C shall become additional debt of Borrower secured by the Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

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LOAN #: CNL1412x614460

BY SIGNING BELOW, Borrower accepts and agrees to the terms and provisions contained in this PUD Rider.

Karen K. Baber 5-29-15 (Seal)

KAREN K BABER DATE

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EXHIBIT A

All that certain piece, parcel or lot of land lying, being and situate in the State of South Carolina, County of York, City of Rock Hill, on Rolling Ridge Road, containing 1.055 acres, more or less, and being designated as Lot 569 on Plat of Country Club Estates, as shown on a plat prepared by Fisher-Sherer, Inc., dated December 10, 1998, recorded December 30, 1998 in Plat Book B-53, page 3, in the Office of the Clerk of Court for York County, South Carolina, which plat is incorporated herein by this reference and having such metes, bounds, courses and distances as by reference to said plat will more fully appear.

DERIVATION: This being the same property conveyed unto the Mortgagor herein by Deed of Gloria A. Long-Robinson dated March 19, 2015, recorded contemporaneously herewith in the Office of the Clerk of Court for York County, South Carolina.

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EXHIBIT 12

OMB Approve

A. Settlement Statement (HUD-1)

B. Type of Loan

1. [X] FHA 2. [ ] RHS 3. [ ] Conv. Unins. 4. [ ] VA 5. [ ] Conv. Ins.	6. File Number: BABE0022	7. Loan Number: CNL1412X814460	8. Mortgage Insurance Case Number: 481-6145927-703

C. Note: *This form is furnished to give you a statement of actual settlement costs. Amounts paid to and by the settlement agent are shown. Items marked "(p.o.c.)" were paid outside the closing; they are shown here for informational purposes and are not included in the totals.*

D. Name and Address of Borrower:	E. Name and Address of Seller:	F. Name and Address of Lender:
KAREN K BABER 3358 GOODPLACE ROCK HILL, SC 29732	GLORIA A. LONG-ROBINSON 3221 KELOX ROAD GWYNN OAK, MD 21207	SUMMIT FUNDING, INC. 2141 HARVARD STREET, SUITE 200 SACRAMENTO, CA 95815

G. Property Location:	H. Settlement Agent:	I. Settlement Date:
255 ROLLING RIDGE ROAD ROCK HILL, SC 29730 York County, South Carolina COUNTRY CLUB ESTATES	Glen Law Firm, PA 1803 Ebenezer Road Rock Hill, SC 29732 Ph. (803)327-1105 Place of Settlement: 1803 Ebenezer Road Rock Hill, SC 29732	May 29, 2015

J. Summary of Borrower's transaction		K. Summary of Seller's transaction	
100. Gross Amount Due from Borrower:		400. Gross Amount Due to Seller:	
101. Contract sales price	145,000.00	401. Contract sales price	145,000.00
102. Personal property		402. Personal property	
103. Settlement Charges to Borrower (Line 1400)	7,038.81	403.	
104.		404.	
105.		405.	
Adjustments for items paid by Seller in advance		Adjustments for items paid by Seller in advance	
106. City/Town Taxes to		406. City/Town Taxes to	
107. County Taxes to		407. County Taxes to	
108. Assessments to		408. Assessments to	
109.		409.	
110.		410.	
111.		411.	
112.		412.	
120. Gross Amount Due from Borrower	152,038.81	420. Gross Amount Due to Seller	145,000.00
200. Amounts Paid by or in Behalf of Borrower		500. Reductions in Amount Due Seller:	
201. Deposit or earnest money	500.00	501. Excess deposit (see instructions)	
202. Principal amount of new loan(s)	142,023.00	502. Settlement charges to Seller (Line 1400)	8,774.20
203. Existing loan(s) taken subject to		503. Existing loan(s) taken subject to	
204. Lender Credit-appraisal overpayment	7.00	504. Payoff First Mortgage to JPMorgan Chase Bank, NA	135,055.29
205. Gift Funds	10,000.00	505. Payoff Second Mortgage	
206.		506. Dep. retained ($500.00)	500.00
207.		507.	
208.		508.	
209.		509.	
Adjustments for items unpaid by Seller		Adjustments for items unpaid by Seller	
210. City/Town Taxes to		510. City/Town Taxes to	
211. County Taxes 01/01/15 to 05/29/15	570.51	511. County Taxes 01/01/15 to 05/29/15	570.51
212. Assessments to		512. Assessments to	
213.		513.	
214.		514.	
215.		515.	
216.		516.	
217.		517.	
218.		518.	
219.		519.	
220. Total Paid by/for Borrower	153,200.51	520. Total Reduction Amount Due Seller	145,000.00
300. Cash at Settlement from/to Borrower		600. Cash at settlement to/from Seller	
301. Gross amount due from Borrower (line 120)	152,038.81	601. Gross amount due to Seller (line 420)	145,000.00
302. Less amount paid by/for Borrower (line 220)	(153,200.51)	602. Less reductions due Seller (line 520)	(145,000.00)
303. Cash [ ] From [X] To Borrower	1,161.70	603. Cash [ ] To [ ] From Seller	0.00

* The amounts of closing by borrower (BL line 303), lender (GL or the deficiency(1)

The undersigned hereby acknowledge receipt of a completed copy of this statement & any attachments referred to herein

Borrower: KAREN K. BABER

Seller: GLORIA A. LONG-ROBINSON by Connie Dellinger POA

The Public Reporting Burden for this collection of information is estimated at 35 minutes per response for collecting, reviewing, and reporting the data. This agency may not collect this information, and you are not required to complete this form, unless it displays a currently valid OMB control number. No confidentiality is assured; this disclosure is mandatory. This is designed to provide the parties to a RESPA covered transaction with information during the settlement process.

L. Settlement Charges

				Paid From Borrower's Funds at Settlement	Paid From Seller's Funds at Settlement
700. Total Real Estate Broker Fees	$ 8,700.00				
Division of commission (line 700) as follows:					
701. $ 4,082.70 to The Allen Tate Company/Roberts Ouchs					
Note: Line 701 Includes Adjustment of -267.30 For Seller cost pd by listing agt					
702. $ 4,350.00 to The Allen Tate Company/Jonathan Garver					
703. Commission paid at settlement					7,937.70
704. Deposit Held By Listing Agent to The Allen Tate Company/Roberts Ouchs			$500.00 (POC)		
705:					
800. Items Payable in Connection with Loan					
801. Our origination charge	$ 1,165.00	(from GFE #1)			
802. Your credit or charge (points) for the specific interest rate chosen	$ -98.58	(from GFE #2)			
803. Your adjusted origination charges		(from GFE #A)		1,066.42	
804. Appraisal fee to APPRAISAL INNOVATIONS		(from GFE #3)	P.O.C.$413.00(P)*		
805. Credit Report to ADVANTAGE CREDIT		(from GFE #3)		45.70	
806. Tax service to		(from GFE #3)			
807. Flood certification to		(from GFE #3)			
808. Compliance Inspection R to APPRAISAL INNOVATIONS		(from GFE #3)	P.O.C.$75.00(P)*		
809.		(from GFE #3)			
810.		(from GFE #3)			
811.		(from GFE #3)			
900. Items Required by Lender to Be Paid in Advance					
901. Daily interest charges from 05/29/15 to 06/01/15	3 @ $17.020000/day	(from GFE #10)		51.06	
902. Mortgage insurance premium for months to FHA		(from GFE #3)		2,068.85	
903. Homeowner's Insurance for 1.0 years to STATE FARM/Rait Rutland		(from GFE #11)		1,059.00	
904.		(from GFE #11)			
905.		(from GFE #11)			
1000. Reserves Deposited with Lender					
1001. Initial deposit for your escrow account		(from GFE #9)		1,130.25	
1002. Homeowner's Insurance 6.000 months @ $ 86.25 per month	$ 441.25				
1003. Mortgage Insurance months @ $ 98.37 per month	$				
1004. Property taxes	$ 1,102.40				
County Taxes 8.000 months @ $ 137.80 per month					
1005.	$				
1006. months @ $ per month	$				
1007. months @ $ per month	$				
1008.	$				
1009. Aggregate Adjustment	$ -413.40				
1100. Title Charges					
1101. Title services and lender's title insurance		(from GFE #4)		1,135.00	
1102. Settlement or closing fee to Glen Law Firm, PA		$ 375.00			300.00
1103. Owner's title insurance to Investors Title Insurance Co., Inc.		(from GFE #5)		424.50	
1104. Lender's title insurance to Investors Title Insurance Co., Inc.		$ 300.00			
1105. Lender's title policy limit $ 142,023.00					
1106. Owner's title policy limit $ 148,000.00					
1107. Agent's portion of the total title insurance premium to Title One, LLC			$ 434.70		
1108. Underwriter's portion of the total title insurance premium to Investors Title Insurance Co., Inc.			$ 289.80		
1109.	$				
1110.	$				
1111.	$				
1112.	$				
1113.					
1200. Government Recording and Transfer Charges					
1201. Government recording charges to Clerk of Court		(from GFE #7)		24.00	
1202. Deed $ 10.00 Mortgage $ 14.00 Releases $ 5.00		Other $			5.00
1203. Transfer taxes		(from GFE #8)			
1204. City/County tax/stamps Deed $ 536.50	Mortgage $				536.50
1205. State tax/stamps Deed $	Mortgage $				
1206.					
1207.					
1300. Additional Settlement Charges					
1301. Required services that you can shop for		(from GFE #6)			
1302.	$				
1303.	$				
1304.	$				
1305.					
1400. Total Settlement Charges (enter on lines 103, Section J and 502, Section K)				7,036.81	8,774.20

* Paid outside of Closing by borrower(B), seller(S), lender(L), or third party(T)

By signing page 1 of this statement, the undersigned acknowledge receipt of a completed copy of pages 2 & 3 of this three page statement.

Glen Law Firm, PA, Settlement Agent

Comparison of Good Faith Estimate (GFE) and HUD-1 Charges		Good Faith Estimate	HUD-1
Charges That Cannot Increase	**HUD-1 Line Number**		
Our origination charge	# 801	1,165.00	1,165.00
Your credit or charge (points) for the specific rate chosen	# 802	-96.58	-96.58
Your adjusted origination charges	# 803	1,068.42	1,068.42

Charges That In Total Cannot Increase More than 10%		Good Faith Estimate	HUD-1
Government recording charges	#1201	123.00	24.00
Appraisal fee	# 804	495.00	413.00
Credit report	# 805	30.00	45.70
Compliance Inspection Report	# 808		75.00
Mortgage Insurance Premium	# 902	2,098.88	2,098.88
Title services and lender's title insurance	#1101	1,162.00	1,135.00
Owner's title insurance to Investors Title Insurance Co., Inc.	#1103	150.00	424.50
	Total	4,060.88	4,216.08
	Increase between GFE and HUD-1 Charges	$ 155.20 or	3.82%

Charges That Can Change			Good Faith Estimate	HUD-1
Initial deposit for your escrow account	#1001		957.98	1,130.25
Daily interest charges	# 901	$ 17.020000/day	323.38	51.08
Homeowner's Insurance	# 903		840.00	1,059.00

Loan Terms

Your initial loan amount is	$ 142,023.00
Your loan term is	30.00 years
Your initial interest rate is	4.3750 %
Your initial monthly amount owed for principal, interest and any mortgage insurance is	$ 807.47 Includes ☒ Principal ☒ Interest ☒ Mortgage Insurance
Can your interest rate rise?	☒ No ☐ Yes, it can rise to a maximum of _____%. The first change will be on _____ and can change again every ___ months after _____. Every change date, your interest rate can increase or decrease by _____%. Over the life of the loan, your interest rate is guaranteed to never be lower than _____% or higher than _____%.
Even if you make payments on time, can your loan balance rise?	☒ No ☐ Yes, it can rise to a maximum of $_____.
Even if you make payments on time, can your monthly amount owed for principal, interest, and mortgage insurance rise?	☒ No ☐ Yes, the first increase can be on _____ and the monthly amount owed can rise to $_____. The maximum it can ever rise to is $_____.
Does your loan have a prepayment penalty?	☒ No ☐ Yes, your maximum prepayment penalty is $_____.
Does your loan have a balloon payment?	☒ No ☐ Yes, you have a balloon payment of $_____ due in ___ years on _____.
Total monthly amount owed including escrow account payments	☐ You do not have a monthly escrow payment for items, such as property taxes and homeowner's insurance. You must pay these items directly yourself. ☒ You have an additional monthly escrow payment of $226.05 that results in a total initial monthly amount owed of $1,033.52. This includes principal, interest, any mortgage insurance and any items checked below: ☒ Property taxes ☒ Homeowner's insurance ☐ Flood Insurance ☐ ☐ ☐

Note: If you have any questions about the Settlement Charges and Loan Terms listed on this form, please contact your lender.

Lender: Summit Funding, Inc.

Date: 05/29/2015

Loan #: CNL1412x614459

Borrower Name(s): KAREN K-BABER

MIN #: 100241I-0611116536-3

Loan Amount: $142,023.00

Property Address: 255 ROLLING RIDGE ROAD
Rock Hill, SC 29732

ITEMIZATION OF AMOUNT FINANCED

ITEMIZATION OF AMOUNT FINANCED OF:			$137,448.56
NET PROCEEDS FOR FUNDING:			$133,730.61

P.O.C. AMOUNTS: P = Borrower Paid S = Seller Paid L = Lender Paid B = Broker Paid O = Other
FINANCED FEE AMOUNTS: F = Fee is Financed and Included in Loan Amount

	AMOUNT PAID TO OTHERS ON YOUR BEHALF		
0804	Appraisal Fee to Appraisal Innovations	$413.00/POC P	$413.00
0805	Credit Report to ADVANTAGE CREDIT		$45.70
0808	810- Compliance Inspection Report to Appraisal Innovations	$75.00/POC P	$75.00
0903	Hazard Insurance Premium to State Farm		$1,059.80
1002	HOMEOWNER'S INSURANCE RESERVES (5 @ $88.25)		$441.25
1004	COUNTY PROP TAX RESERVES (8 @ $137.80)		$1,102.40
1011	AGGREGATE ADJUSTMENT		($413.40)
1101	TITLE SERVICES AND LENDER'S TITLE INSURANCE INCLUDES		
	1104 Lenders Title Insurance		$300.00
1201	TOTAL RECORDING CHARGES INCLUDES		
	1202 Recording Fees		$35.00
1203	TRANSFER TAXES INCLUDES		
	1203 Transfer Taxes		$135.00
1301	REQUIRED SERVICES THAT YOU CAN SHOP FOR INCLUDES		
	1302 PEST INSPECTION COMPANY		$75.00
	1305 HOME INSPECTION		$450.00
	TOTAL AMOUNT PAID TO OTHER		$3,717.95
	ITEMIZATION OF THE PREPAID FINANCE CHARGE		
0801	OUR ORIGINATION CHARGE INCLUDES		
	Processing Fee to Summit Funding, Inc.		$295.00
	801 - Administration Fee to Summit Funding, Inc.		$870.00
0901	INTEREST TO FIRST PAYMENT (3 @ $17.02)		$51.06
0902	Mortgage Insurance Premium		$2,038.88
1101	TITLE SERVICES AND LENDER'S TITLE INSURANCE INCLUDES		
	1102 Settlement or Closing Fee		$835.00
1103	Owners Title Insurance		$424.50
	TOTAL PREPAID FINANCE CHARGE		$4,574.44
	FEES PAID BY LENDER ON BEHALF OF BORROWER		
0802	YOUR CREDIT/CHARGE(POINTS) FOR SPECIFIC INTEREST RATE CHOSEN INCLUDES		
	Origination Credit @ 0.000 % = $96.56		($96.56)
	TOTAL		($96.56)

The undersigned acknowledge receiving and reading a completed copy of this disclosure. Neither you nor the creditor previously has become obligated to make or accept this loan. This disclosure is not part of your loan contract.

KAREN K BABER — DATE 5-29-15

EXHIBIT 13



Lender: Summit Funding, Inc.

Date: 05/29/2015

Loan #: CNL1412x614460

Borrower Name(s): KAREN K BABER

MIN #: 100241[illegible]

Loan Amount: $142,023.00

Property Address: 255 ROLLING RIDGE ROAD
Rock Hill, SC 29732

ITEMIZATION OF AMOUNT FINANCED

ITEMIZATION OF AMOUNT FINANCED OF:		$137,448.51
NET PROCEEDS FOR FUNDING:		$133,730.61

P.O.C. AMOUNTS: P = Borrower Paid S = Seller Paid L = Lender Paid B = Broker Paid O = Other
FINANCED FEE AMOUNTS: F = Fee is Financed and Included in Loan Amount

	AMOUNT PAID TO OTHERS ON YOUR BEHALF		
0804	Appraisal Fee to Appraisal Innovations	$413.00/POC P	$413.00
0805	Credit Report to ADVANTAGE CREDIT		$45.70
0808	610- Compliance Inspection Report to Appraisal Innovations	$75.00/POC P	$75.00
0903	Hazard Insurance Premium to State Farm		$1,059.00
1002	HOMEOWNER'S INSURANCE RESERVES (5 @ $88.25)		$441.25
1004	COUNTY PROP TAX RESERVES (8 @ $137.80)		$1,102.40
1011	AGGREGATE ADJUSTMENT		($413.40)
1101	TITLE SERVICES AND LENDER'S TITLE INSURANCE INCLUDES		
	1104 Lenders Title Insurance		$300.00
1201	TOTAL RECORDING CHARGES INCLUDES		
	1202 Recording Fees		$35.00
1203	TRANSFER TAXES INCLUDES		
	1203 Transfer Taxes		$135.00
1301	REQUIRED SERVICES THAT YOU CAN SHOP FOR INCLUDES		
	1302 PEST INSPECTION COMPANY		$75.00
	1305 HOME INSPECTION		$150.00
	TOTAL AMOUNT PAID TO OTHER		$3,717.95
	ITEMIZATION OF THE PREPAID FINANCE CHARGE		
0801	OUR ORIGINATION CHARGE INCLUDES		
	Processing Fee to Summit Funding, Inc.		$295.00
	801 - Administration Fee to Summit Funding, Inc.		$870.00
0901	INTEREST TO FIRST PAYMENT (3 @ $17.02)		$51.06
0902	Mortgage Insurance Premium		$2,098.88
1101	TITLE SERVICES AND LENDER'S TITLE INSURANCE INCLUDES		
	1102 Settlement or Closing Fee		$835.00
1103	Owners Title Insurance		$124.50
	TOTAL PREPAID FINANCE CHARGE		$4,374.44
	FEES PAID BY LENDER ON BEHALF OF BORROWER		
0802	YOUR CREDIT/CHARGE(POINTS) FOR SPECIFIC INTEREST RATE CHOSEN INCLUDES		
	Origination Credit @ 0.000 % + $96.58		($96.58)
	TOTAL		($96.58)

The undersigned acknowledge receiving and reading a completed copy of this disclosure. Neither you nor the creditor previously has become obligated to make or accept this loan. This disclosure is not part of your loan contract.

Karen K Baber 5-29-15

KAREN K BABER DATE

EXHIBIT 14

Subject: Re: closing

didn't have termite inspection done...

did inspection/appraisal and that has been paid for

NOTE TO JONATHAN AND STEVE - PLEASE CALL LINDA IF ANYTHING ELSE - THANKS

On Wednesday, May 27, 2015 5:06 PM, Linda Mattison <linda@gillenlawfirm.com> wrote:

Hi Karen

I called Jonathan and he said there was a termite and home inspection which is good because we cannot close without them. He has sent them to Steve Reynolds. He said to put them as paid POC.

Thanks

Linda M. Mattison, Paralegal
Gillen Law Firm, PA
1803 Ebenezer Road
Rock Hill, SC 29732

803-327-0777 (Direct)
803-327-5011 (Fax)

On Monday, June 1, 2015 3:15 PM, Linda Mattison <linda@gillenlawfirm.com> wrote:

Good afternoon Karen

I have copied your loan package and you can come by the office to pick up at your convenience. Your check is ready also.

Jonathan did not bring the inspections on Friday you asked about. He is supposed to bring them today. I have copied the loan package for him to come by the office to pick up. The check for Allen Tate is also ready.

We will mail off the loan package this afternoon after he brings the termite and home inspection.

EXHIBIT 15

Gmail UPS Store <store4411@gmail.com>

Fwd: tuesday March 29 2016

1 message

karen baber <klkb1951@gmail.com> Mon, Sep 25, 2017 at 11:23 PM
To: "klkb1951@gmail.com" <klkb1951@gmail.com>, Erin Baldwin <Erin.Baldwin@llr.sc.gov>, Sharon Cook <sharon.cook@llr.sc.gov>, UPS Store Charlotte Ave <store4411@gmail.com>

---------- Forwarded message ----------
From: **Colleen P. Coesens** <colleen.coesens@allentate.com>
Date: Tue, Mar 29, 2016 at 11:46 AM
Subject: Re: tuesday March 29 2016
To: karen baber <klkb1951@gmail.com>

Ms. Baber,
I will get a copy of the CL-100 for you. I have also been in touch with the City of Rock Hill to ascertain if they were indeed at the site of the leak on the day Jonathan maintains the repair was made. The supervisor is providing me with the documentation one way or another. I await any further information from you.

Colleen

Colleen P. Coesens
ABR,CRB,CRS,GRI,SRES
Broker-in-Charge
Allen Tate Rock Hill
Direct Line: 803-817-9652
colleen.coesens@allentate.com
http://www.allentate.com/colleencoesens



I am including the contact information of our attorney for all future correspondence.

On Mar 29, 2016 1:41 PM, "Colleen P. Coesens" <colleen.coesens@allentate.com> wrote:
Understand; however as clarification, the appraiser cannot complete the appraisal until the utilities are on and functioning at the time of the appraisal. This was an FHA appraisal and, as such, although not an inspection by any means, these appraisals look a little closer at specific areas such as the roof, etc.

Colleen

Colleen P. Coesens
ABR,CRB,CRS,GRI,SRES
Broker-in-Charge
Allen Tate Rock Hill
Direct Line: 803-817-9652
colleen.coesens@allentate.com
http://www.allentate.com/colleencoesens

On Tue, Mar 29, 2016 at 1:38 PM, Colleen P. Coesens <colleen.coesens@allentate.com> wrote:
Ms. Baber, the attorney must have the CL-100 showing it was clear in the package in order to close an FHA loan. That is mandated. Jonathan saying it was there wouldn't make any difference to the closing one way or another. The appraiser determines that the actual value of the property is the same or greater than what the seller and the buyer agreed upon as the sales price. He cannot provide the appraisal if the utilities are not functioning (again, FHA requirements) as that would mean the house is not "habitual." The water would have to be running, the electric would have to be on when he came through again to ensure they were functioning.

Colleen

Colleen P. Coesens
ABR,CRB,CRS,GRI,SRES
Broker-in-Charge
Allen Tate Rock Hill
Direct Line: 803-817-9652
colleen.coesens@allentate.com
http://www.allentate.com/colleencoesens

you do not have one in your file I have included a copy of the **Walk Through Acknowledgement** executed on May 29, 2015.

Insofar as the CL-100, my apologies; however I was mistaken in that I believed that you had such an inspection completed. From what I understand from an email you sent to your lender, you did not have one completed, therefore, there is not a CL-100.

I am including the contact information of our attorney for all future correspondence.

On Mar 29, 2016 1:41 PM, "Colleen P. Coesens" <colleen.coesens@allentate.com> wrote:
Understand; however as clarification, the appraiser cannot complete the appraisal until the utilities are on and functioning at the time of the appraisal. This was an FHA appraisal and, as such, although not an inspection by any means, these appraisals look a little closer at specific areas such as the roof, etc.

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On Tue, Mar 29, 2016 at 1:38 PM, Colleen P. Coesens <colleen.coesens@allentate.com> wrote:
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Colleen
Colleen P. Coesens
ABR,CRB,CRS,GRI,SRES
Broker-in-Charge
Allen Tate Rock Hill

EXHIBIT 16

Gmail

UPS Store <store4411@gmail.com>

Fwd: Fw: Appraisal Report

karen baber <klkb1951@gmail.com> Thu, Nov 30, 2017 at 12:00 PM
To: UPS Store Charlotte Ave <store4411@gmail.com>

On Thursday, May 5, 2016 11:33 AM, Karen Baber <baber.karen@yahoo.com> wrote:

Thank you for the report.

Would you please clarify with your appraisal....

he has the re-Inspection dated March 12, 2016 which is on a Saturday.

I will call Jonathan again about the termite report and inspection. The attorney's office can't find.

On Wednesday, May 4, 2016 5:49 PM, Macy Smith <Macy.Smith@summitfunding.net> wrote:

Here is your appraisal report Mrs. Barber! The closing package had the termite report and the inspection. I can give you the number for the department in California for you to contact. We don't keep a copy of the closing package. Steve is no longer with us. I did check client files and he spoke to Jonathan Garvey on May 25 and asked him to send in these reports. Steve needed these before he could request the loan to be funded. You might want to check with Jonathan and the closing attorney. Have a great day!

Thanks,

Macy Smith | Greetings Partner

Office: (704) 895-8770 (Ext: 2306)
Fax: (704) 895-8768
macy.smith@summitfunding.net
www.summitfunding.net

SUMMIT FUNDING Inc.
THE HOME LOAN EXPERTS

NMLS ID# 3199

19300 Statesville Road Suite 201 | Cornelius, NC 28031 | Branch NMLS ID# 900906

This communication from Summit Funding - may contain privileged and/or confidential

EXHIBIT 17

Gmail

UPS Store <store4411@gmail.com>

Fwd: Baber - Response to Inquiry...

karen baber <klkb1951@gmail.com> Thu, Nov 30, 2017 at 12:16 PM
To: UPS Store Charlotte Ave <store4411@gmail.com>

From: Larry Robinson <lrobinson@summitfunding.net>
Date: Wed, Jul 20, 2016 at 7:05 PM
Subject: Baber - Response to Inquiry...
To: karen baber <klkb1951@gmail.com>

Dear Ms. Baber,

Thank you for contacting Summit Funding, Inc. ("Summit") with your concerns. After conducting a thorough investigation focused on information received from you, our investigation did not reveal any wrongdoing on Summit's behalf. To explain, the loan would not have closed without meeting the Federal Housing Administration's ("FHA") underwriting guidelines.

Regarding your belief that Summit is partially responsible for the CL100 Wood Infestation Report the loan could not have funded without receipt of this CL100.

Sincerely,

LARRY ROBINSON

Compliance Analyst II

D. (916) 571-3152

F. (916) 571-3152

E. lrobinson@summitfunding.net

W. www.summitfunding.net



2241 Harvard Street Suite 200 Sacramento CA 95815
Summit Funding Inc. NMLS ID# 3199 | www.nmlsconsumeraccess.com | An approved equal housing lender | www.summitfunding.net

This communication from Summit Funding - may contain privileged and/or confidential information. It is intended solely for the use of the addressee. If you are not the intended recipient, you are strictly prohibited from disclosing, copying, distributing or using any of this information. If you receive this communication in error, please contact the sender immediately and destroy the material in its entirety, whether electronic or hard copy. This communication may contain nonpublic personal information about consumers subject to the restrictions of the Gramm-Leach-Bliley Act. You may not directly or indirectly reuse or re-disclose such information for any purpose other than to provide the services for which you are receiving the information.

EXHIBIT 18

Kimberly Ballentine

From: karen baber <klkb1951@gmail.com>
Sent: Friday, December 1, 2017 9:51 AM
To: Sharon Cook
Subject: Fwd: loan pkg

*** SCDLLR NOTICE ***
• This email is from an external email address. Please use caution when deciding whether to open any attachments or when clicking links.
• Personally Identifiable Information (PII) should not be included in e-mail text or attachments. Do not save or transmit PII unencrypted.

From: **karen baber** <klkb1951@gmail.com>
Date: Mon, Sep 12, 2016 at 10:28 AM
Subject: Re: loan pkg
To: Linda Mattison <linda@gillenlawfirm.com>

Thank you so much. Hope your husband fully recovers so you can enjoy entirement for many years to come

From: **Linda Mattison** <linda@gillenlawfirm.com>
Date: Mon, Sep 12, 2016 at 9:43 AM
Subject: loan pkg
To: karen baber <klkb1951@gmail.com>

Good morning Karen

I have copied your loan package and you can come by the office to pick up at your convenience. We did not keep a copy of the termite report and the inspection. We were very busy that day and I apologize. We could not have finalized the the closing without those and I remember we were having to wait on Jonathan to bring them. I would think he would have copies or could get them for you.

Thanks

Linda M. Mattison, Paralegal

EXHIBIT 19

U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT
WASHINGTON, DC 20410-8000

ASSISTANT SECRETARY FOR HOUSING-
FEDERAL HOUSING COMMISSIONER

Special Attention of:
All FHA Approved Mortgagees
All Direct Endorsement Underwriters
All FHA Roster Appraisers
All FHA Roster Inspectors
All FHA Approved 203(k) Consultants
All HUD Approved Housing Counselors
All HUD Approved Nonprofit Organizations
All Governmental Entity Participants
All Real Estate Brokers
All Closing Agents

Transmittal: Handbook 4000.1
Issued: December 30, 2016
Effective Date: Multiple; See Below

1. This Transmits:

The incorporation of previously published updates to Handbook 4000.1, FHA Single Family Housing Policy Handbook.

2. Explanation of Materials Transmitted:

This revision to the FHA Single Family Housing Policy Handbook, or Handbook 4000.1 (Handbook), is being published to update existing sections.

Below is a list of content updates being made to the Handbook:

Handbook Section	Handbook Changes	Page Number
Section I – Doing Business with FHA		
I.A.3.c.iv(B)(3)(b)(ii) Employees – Standard – Compensation; I.A.6.j.i Use of Contractors – Permissible Use; I.A.6.j.iii Use of Contractors – Standard; I.A.6.j.iv Use of Contractors – Required Documentation	Added guidance for mortgagee use of Professional Employer Organizations (PEO) as announced in ML 2016-18 published on November 28, 2016.	16, 40, 41
Section II – Origination Through Post-Closing/Endorsement		
II.A.2.a.ii(B) Low Cost Area; II.A.2.a.ii(C) High Cost Area; II.A.2.a.ii(D) Special Exceptions for Alaska, Hawaii, Guam, and the Virgin Islands	Added guidance for forward mortgage limits as announced in ML 2016-20 published on December 1, 2016 and ML 2016-25 published on December 22, 2016.	156, 157
II.A.5.d.xi Back to Work – Extenuating Circumstances	Added bracketed text to clarify policy expired for case numbers assigned on or after October 1, 2016.	331
II.A.8.a.i(B) Eligible Supplemental Programs and Products II.A.8.m.i(B) Eligible Programs and Transaction Types	Removed effective date language for endorsements for Solar and Wind Technologies.	363, 453
II.A.8.l.ii(B) Escrow Closeout Certification; II.A.8.m.viii(C) Escrow Closeout Certification	Removed bracketed text.	452, 456
II.A.8.n.vi(A) Processing Fee and Other Costs; III.A.3.b.iii(A) Allowable Charges Separate from Assumption Processing Fees	Added guidance for a processing fee for assumptions as announced in ML 2016-24 published on December 7, 2016.	459, 726

Handbook Section	Handbook Changes	Page Number
Section III – Servicing and Loss Mitigation		
III.A.2.i.iii(A) Borrower's Financial Information; III.A.2.i.viii Notice to Borrower after Loss Mitigation Review; III.A.2.j.iii HUD's Loss Mitigation Option Priority Waterfall; III.A.2.k.iv(D)(2) Special Forbearance – Unemployment Agreement – Standard; III.A.2.k.v Loan Modification; III.A.2.k.v(G) FHA-HAMP Loan Modification Provisions; III.A.2.k.v(H) FHA Mortgage Insurance Coverage and MIP; III.A.2.k.vi(D)(2) FHA-HAMP Standalone Partial Claim; III.A.2.k.vi(F) FHA-HAMP Trial Payment Plans; III.A.2.p.iv Independent Third-Party Providers; III.A.2.r.i(D)(1)(c) Prohibition of Foreclosure due to Federal Law or Regulations; III.A.2.r.i(G) Manufactured Housing Review	Revised bracketed text to reflect new effective date for affected sections as announced in ML 2016-22 published on December 1, 2016.	599, 602, 609, 615, 618, 623, 624, 629, 631, 672, 677, 679

3. Implementation:

For Handbook updates incorporating policies with future effective dates, the Handbook updates are effective as of those previously announced future effective dates. All other changes to the Handbook are effective immediately.

For changes announced in Mortgagee Letter 2016-14, as amended by Mortgagee Letter 2016-22, Mortgagees *may* continue to use the guidance in the June 30, 2016 version of the Handbook 4000.1 until the extended implementation date of Mortgagee Letter 2016-14.

4. Superseded Policy:

Previous versions of Handbook 4000.1 are amended as described in this Transmittal. Below is a list of Mortgagee Letters, Housing Notices, and/or Handbooks containing content related to these sections of Handbook 4000.1 that are hereby superseded in their entirety and are canceled on December 30, 2016. All previously superseded or canceled Mortgagee Letters, Housing Notices, and/or Handbooks remain canceled or superseded, but will continue to be available for informational purposes only on HUD's website along with the items listed below. Policy documents that have been superseded in full by the Handbook can always be found on HUD's Client Information Policy Systems (HUDClips) web pages, accessible from the Single Family Housing Superseded Policy Documents page at http://portal.hud.gov/hudportal/HUD?src=/program_offices/administration/hudclips/sfhsuperseded.

Mortgagee Letter(s) Superseded in Whole	ML Number
2017 Nationwide Forward Mortgage Limits - Correction for Special Exception Areas ((Alaska, Hawaii, Guam, and the Virgin Islands) – (to be superseded on January 1, 2017))	2016-25
Processing Fee for Assumptions	2016-24
Extension of Implementation Date of Selected Sections of Handbook 4000.1 - ((effective March 1, 2017) - Mortgagees *may* continue to use the guidance in the June 30, 2016 version of the Handbook 4000.1 until the extended implementation date of Mortgagee Letter 2016-14))	2016-22
2017 Nationwide Forward Mortgage Limits – (to be superseded on January 1, 2017)	2016-20
Mortgagee Use of Professional Employer Organizations	2016-18

5. Paperwork Reduction Act

The information collection requirements contained in this document have been approved by the Office of Management and Budget (OMB) under the Paperwork Reduction Act of 1995 (44 U.S.C. 3501-3520) and assigned OMB control numbers 2502-0005; 2502-0018; 2502-0059; 2502-0117; 2502-0189; 2502-0302; 2502-0306; 2502-0322; 2502-0358; 2502-0369; 2502-0404; 2502-0414; 2502-0429; 2502-0468; 2502-0477; 2502-0494; 2502-0496; 2502-0525; 2502-0527; 2502-0538; 2502-0556; 2502-0561; 2502-0584; 2502-0595 and 2502-0600. In accordance with the Paperwork Reduction Act, HUD may not conduct or sponsor, and a person is not required to respond to, a collection of information unless the collection displays a currently valid OMB control number.

Edward L. Golding
Principal Deputy Assistant Secretary for Housing