

STATE OF SOUTH CAROLINA
COUNTY OF LEXINGTON

Wells Fargo Bank, National Association, as
Trustee for Option One Mortgage Loan
Trust 2005-1, Asset-Backed Certificates,
Series 2005-1,

Plaintiff,

v.

Atlantic Credit and Finance, Inc.; Corinthea
Stack; Lynn K. Stack; Barclays Bank
Delaware; Green Tree Acceptance Inc.;
South Carolina Department of Motor
Vehicles,

Defendants.

IN THE COURT OF COMMON PLEAS

CASE NO.: 2020-CP-32-03651

**MASTER IN EQUITY'S ORDER GRANTING
PLAINTIFF'S MOTIONS FOR SUMMARY JUDGMENT
AND TO DISMISS DEFENDANTS' COUNTERCLAIMS
AND DENYING DEFENDANT'S MOTIONS**

**REFORMATION OF MORTGAGE AND
FORECLOSURE
OF REAL ESTATE
MORTGAGE**

(Deficiency Judgment Demanded as to
Defendants Corinthea Stack)

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SC Court of Appeals

Hearing Date: September 14, 2022

Appearances: Chad W. Burgess, Esquire for Plaintiff; Corinthea Stack, pro se.

Court Reporter: Kathryn Bostrom

INTRODUCTION AND PROCEDURAL HISTORY:

The instant action is one for foreclosure of property located in Lexington County, South Carolina. On October 29, 2020, the Plaintiff filed a complaint ("Complaint") in this court commencing the instant foreclosure and reformation of mortgage case against the Defendants. Defendants filed an Answer and Counterclaim on December 7, 2020. Plaintiff filed a Reply on December 10, 2020. Notwithstanding Plaintiff's timely Reply, Defendants filed a Motion for Default Judgment on July 23, 2021. On November 15, 2021, Plaintiff filed a Motion to Dismiss Defendants' Counterclaims and Strike the Jury Demand.

Defendants' Motion for Default Judgment was heard on December 1, 2021. Defendants failed to appear at the hearing and their Motion for Default Judgment was dismissed. Defendants filed an appeal of the order dismissing their Motion for Default Judgment on December 17, 2021.

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The Court of Appeals dismissed the Defendants' appeal on December 22, 2021, and the case was remitted to the Court of Common Pleas on January 10, 2022.


On May 12, 2022, this action was referred to The Honorable James O. Spence ("Judge Spence") as Master in Equity. On May 14, 2022, Defendants circulated a document entitled "Notice of Amended Motion to Compel Clerk to Perform Duty" ("Motion to Compel"). The Defendants' purported Motion to Compel does not appear to have been filed with the Clerk of Court for Lexington County but essentially restates Defendants' requests for entry of default against the Plaintiff even though the Defendants' prior Motion for Default Judgment has been disposed. The undersigned entered an Order of Recusal on May 20, 2022.

On May 26, 2020, Plaintiff filed a Motion to Alter or Amend the Order of Recusal explaining that the Defendants alleged no coherent grounds for which the undersigned should be disqualified from acting as the presiding Master in Equity in this case. A hearing on Plaintiff's Motion to Alter or Amend was held on June 27, 2022, at which the Defendant Corinthea Stack appeared.

On July 1, 2022, the Plaintiff's Motion to Alter or Amend was granted and the Recusal Order was rescinded and vacated, with the undersigned retaining jurisdiction over the case as Master in Equity. A Trial Scheduling Order was entered on August 2, 2022.

On September 2, 2022, Plaintiff filed its Motion for Summary Judgment. On September 2, 2022, Defendants filed the instant Motion to Change Venue. Pursuant to the Trial Scheduling Order, a hearing on all pending motions was scheduled for September 14, 2022. The following motions were pending at the time of the hearing:

1. Plaintiff's Motion to Dismiss Defendants' counterclaims filed November 15, 2021;
2. Defendants' "Notice of Amended Motion to Compel Clerk to Perform Duty" filed May 27, 2022;

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Ins. Co., 327 S.C. 646, 651, 491 S.E.2d 272, 1997 S.C. App. LEXIS 107. In the instant matter, Defendants do not assert a cognizable cause of action. As presented, the claims are legally deficient and, for that reason, are subject to dismissal under Rule 12(b)(6), SCRCP.

Pro se pleadings are given liberal construction and are held to a less stringent standard than formal pleadings drafted by attorneys. *Erickson v. Pardus*, 551 U.S. 89, 94, 127 S. Ct. 2197, 167 L. Ed. 2d 1081 (2007). Nonetheless, liberal construction does “not require courts to conjure up questions never squarely presented to them.” *Beaudett v. City of Hampton*, 775 F.2d 1274, 1278 (4th Cir. 1985). “Thus, even under this less stringent standard, a pro se complaint is still subject to summary dismissal.” *Wilson v. Wells Fargo Bank, N.A.*, No. 2:20-cv-2780, 2021 U.S. Dist. LEXIS 95171 *4 (D.S.C. April 30, 2021). Each of the Defendant’s counterclaims will be addressed herein:

Defendants’ counterclaims related to service of process

The Defendants’ counterclaims initially challenge service of process. (See Counterclaims II, III, IV). South Carolina Rule of Civil Procedure 4(d)(1) permits service upon individuals:

Individuals. Upon an individual other than a minor under the age of 14 years or an incompetent person, by delivering a copy of the summons and complaint to him personally or by leaving copies thereof at his dwelling house or usual place of abode with some person of suitable age and discretion then residing therein, or by delivering a copy to an agent authorized by appointment or by law to receive service of process.

“Rule 4 serves at least two purposes: it confers personal jurisdiction on the court and assures the defendant of reasonable notice of the action.” *Richardson v. P.V., Inc.*, 383 S.C. 610, 615 (2009) (citing *Roche v. Young Bros., Inc. of Florence*, 318 S.C. 207, 209 (1995). “Exacting compliance with the rules is not required to effect service of process.” *Id.* When the rules are followed, it is presumed that service was proper. *Roche*, 318 S.C. at 211.

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As is evidenced by the affidavits filed herein, Corinthea Stack was personally served, and Lynn K. Stack was served via substitute service by leaving a copy of the summons and complaint with Corinthea Stack at Lynn K. Stack's home on November 1, 2020. Therefore, I find that service of process upon the Stacks was proper, and the Defendants' counterclaims related to service of process should be dismissed.

Defendants' counterclaims related to fraud.

Defendants assert numerous fraud and misrepresentation claims (Counterclaims I – III, IV, and VII). To establish fraud under South Carolina law, a plaintiff must show the following elements: “(1) a representation; (2) its falsity; (3) its materiality; (4) knowledge of its falsity or a reckless disregard for its truth or falsity; (5) intent that the plaintiff act upon the representation; (6) the hearer’s ignorance of its falsity; (7) the hearer’s reliance on its truth; (8) the hearer’s right to rely thereon; and (9) the hearer’s consequent and proximate injury.” *See Williams v. Quest Diagnostics, Inc.*, 353 F. Supp. 3d 432, 446 (D.S.C. 2018) (citing *Hendricks v. Hicks*, 374 S.C. 616, 620, 649 S.E.2d 151, 152-53 (S.C. App. 2007)). Rule 9(b), SCRPC, requires that “the circumstances constituting fraud or mistake **shall be stated with particularity.**” (emphasis added). “Fraud is not presumed, but must be shown by clear, cogent, and convincing evidence.” *Ardis v. Cox*, 314 S.C. 512, 515, 431 S.E.2d 267, 269 (Ct. App. 1993). “It is well-settled that a complaint is fatally defective if it fails to allege all nine elements of fraud.” *Inman v. Ken Hyatt Chrysler Plymouth, Inc.*, 294 S.C. 240, 242, 363 S.E.2d 691, 242 (1988 S.C. LEXIS 2).

Defendants' counterclaims purport to allege fraud but fail to meet the “particularity” standard required under Rule 9(b), SCRPC or otherwise allege all of the required elements for fraud claim. For example, Counterclaim I alleges Plaintiff acted fraudulently by merely bringing the foreclosure lawsuit, Countercl. ¶ 30, which Plaintiff was authorized to do under the terms of

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C. J. [Signature]

the Instrument. Similarly, Counterclaims II and III allege the Plaintiff committed fraud by forcing Defendants to respond to the foreclosure lawsuit to prevent entry of a default judgment. Countercl. ¶¶ 34, 40. In Counterclaim VI, Defendants allege Plaintiff “fabricated documents” but never identifies any such documents. (See Answer ¶ 51). Virtually all elements of a viable fraud claim are absent from the Counterclaim, including but not limited to any materially false representation made by Plaintiff outside the scope of this litigated matter. The counterclaims fail to assert any substantive allegations and do not state a claim of fraud and therefore should be dismissed with prejudice.

Defendants’ counterclaims related to Plaintiff’s authority to foreclose.

The Defendants’ purported counterclaims related to the Plaintiff’s authority to foreclose are affirmative defenses; however, to the extent that they may be construed as counterclaims, they should be dismissed. Plaintiff’s standing to bring the instant foreclosure action will be addressed further in addressing the Plaintiff’s Motion for Summary Judgment.

Defendants’ counterclaims related to the Fair Debt Collection Practices Act (FDCPA).

Defendants claims under the Fair Debt Collection Practices Act, 15 U.S.C. § 1692, *et seq.* (“FDCPA”) against Plaintiff, if any were intended, should be dismissed. The FDCPA defines a “debt collector” as “any person . . . who regularly collects or attempts to collect, directly or indirectly, debts owed or due or asserted to be owed or due another.” 15 U.S.C. § 1692(a)(6). In South Carolina, it is well settled that a mortgage lender collecting their own debt is not a debt collector. “This court has held that ‘creditors collecting their own debts are not debt collectors for purposes of the FDCPA and are exempt from the FDCPA’s provisions.” *Barber v. Rustmore Loan Mgmt. Servs., LLC*, No. 3:17-cv-982-TLW-SVH, 2018 U.S. Dist. LEXIS 160980, 2018 WL 4957409, at *4 (D.S.C. Feb. 21, 2018); *aff’d*, 769 F. App’x 106 (4th Cir. 2019); *Serfass v. CIT*

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Group Fin., No. 8:07-90, 2008 U.S. Dist. LEXIS 9294, 2008 WL 351116, at *3 (D.S.C. Feb. 7, 2008) (finding the defendant was not regulated by the FDCPA because the defendant was a creditor collecting its own debts). Defendants have not alleged any facts that would warrant a different conclusion here.

Defendants' counterclaims related to the Fair Credit Reporting Act (FCRA).

Defendants' FCRA claim fails. As explained by the District Court in *Wilson v. Wells Fargo Bank, N.A.*:

The FCRA provides no "private right of action for a credit furnisher's alleged failure to report accurate information." *Harrell v. Caliber Home Loans, Inc.*, 995 F. Supp. 2d 548, 554 n.4 (E.D. Va. 2014) (citation omitted). However, there is a private cause of action under § 1681s-2(b), which imposes duties on furnishers, upon receiving a dispute of accuracy from a consumer reporting agency, to conduct a reasonable investigation of the dispute, report its results to the consumer reporting agency, and modify or delete incorrect information. *See Akalwadi v. Risk Mgmt. Alternatives, Inc.*, 336 F. Supp. 2d 492, 509 (D. Md. 2004); *see also* 15 U.S.C. § 1681s-2(b); *White v. Fannie Mae*, No. CIV.A. 1:13-29923, 2014 WL 5442970, at *6 n.4 (S.D.W. Va. Oct. 24, 2014).

2021 U.S. Dist. at *10. "To prevail on a claim under § 1681s-2(b), a plaintiff must demonstrate that (1) she notified a consumer reporting agency of the disputed information, (2) the consumer reporting agency notified the furnisher of the dispute, and (3) the furnisher failed to investigate and modify the inaccurate information." *Id.* Defendants have omitted all three elements and the claim must be dismissed for failure to state a claim.

Based upon the foregoing, the Plaintiff's Motion to Dismiss the Defendants' Counterclaim should be granted, and the counterclaims dismissed with prejudice.

THE DEFENDANTS' VARIOUS MOTIONS

When taken as a whole the Defendants' motions essentially request a default be entered against the Plaintiff as to the Defendants' counterclaims and that the case be returned to the circuit.

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court for a jury trial. Defendant Corinthea Stack was given an opportunity to expound on any grounds he may wish to assert in support of each of his motions. Mr. Stack indicated that he stood by the written assertions of his motions and elected not to expound upon any grounds. Mr. Stack maintained his belief that no Order of Reference had been entered in the case. The Order of Reference was entered by The Honorable Walton J. McLeod, IV on May 12, 2022, and has been available as a public record in this case since that time. Further, I note a Certificate of Service by Mail asserting service of the filed Order of Reference on the Lynn K. Stack and Corinthea Stack was filed on May 12, 2022. Mr. Stack was given an additional opportunity to review the Order of Reference at the September 14, 2022, hearing.

A mortgage foreclosure is an action in equity. *U.S. Bank Trust Nat'l Ass'n v. Bell*, 385 S.C. 364, 373, 684 S.E.2d 199, 204 (Ct. App. 2009). "Generally, the relevant question in determining the right to trial by jury is whether an action is legal or equitable; there is no right to trial by jury for equitable actions." *Lester v. Dawson*, 327 S.C. 263, 267, 491 S.E.2d 240, 242 (S.C. 1997). Because the right to proceed in the proper mode of trial is a substantial right, a court should not erroneously require a party to proceed before a jury in an equity case. *Flagstar Corp. v. Royal Surplus Lines*, 341 S.C. 68, 72, 533 S.E.2d 331, 333 (2000). This action is for a mortgage foreclosure which is an action in equity and was properly referred to the Master in Equity.

Orders affecting the mode of trial affect substantial rights under S.C. Code Ann. § 14-3-330(2), and must, therefore, be appealed immediately. *First Union Nat'l Bank v. Soden*, 333 S.C. 554, 566, 511 S.E.2d 372, 377 (Ct. App. 1998). The failure to immediately appeal an order affecting the mode of trial effects a waiver of the right to dispute that issue. *Id.*; see also *Edwards v. Timmons*, 297 S.C. 314, 377 S.E.2d 97 (S.C. 1988) (where appellant did not appeal the order referring matter to master in equity, she could not complain after final order that she was deprived of her right to a

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trial by jury); *see also Creed v. Stokes*, 285 S.C. 542, 331 S.E.2d 351 (S.C. 1985) (where appellant failed to timely appeal an order referring dispute to master in equity, appellant could not later complain that he had been entitled to a trial by jury). Since the Defendants have not appealed the Order of Reference, they have waived this issue.

Regarding the Defendants' request to default the Plaintiff regarding their counterclaims, the Defendants' prior Motion for Default Judgment was heard and dismissed due to the Defendants' failure to appear at the hearing. The Defendants' appealed the Order denying their motion and the appeal was dismissed by the Court of Appeals because the Order was not immediately appealable. Notwithstanding the foregoing, I find no grounds for entry of default, and I decline to hold the Plaintiff in default as to the Defendants' counterclaims. The Plaintiff filed a Reply to the Defendants' counterclaims on December 10, 2020, and the Plaintiff has been actively participating in the litigation from its inception as is evidenced by the Plaintiff's filings submitted throughout the duration of the case. As set forth above, the sum and substance of the Defendants' counterclaims has been addressed in granting the Plaintiffs' Motion to Dismiss the Defendants' Counterclaims.

PLAINTIFF'S MOTION FOR SUMMARY JUDGMENT

FINDINGS OF FACT RELATED TO THE MOTION FOR SUMMARY JUDGMENT

1. For value received, Corinthea Stack made, executed and delivered a note, dated July 29, 2004, promising thereby to pay to the order of Option One Mortgage Corporation, the sum of \$69,700.00 with interest at the rate of 9.17% per annum (hereinafter "Note"). Other terms and conditions are stated in the note, which is of record herein.

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permanent fixture of the Property, or that it would be converted as a part of this transaction; and
ii) the Manufactured Home would be part of the secured collateral for the Mortgage. However, due to inadvertent error and mistake, the Manufactured Home was not fully described in the Mortgage. The Mortgage's legal description should be reformed to include the Manufactured Home's information as follows:

"Also included herewith is that certain 1992 Fleetwood manufactured home bearing serial number GAFLM35A&B05033-HS which is permanently affixed to the real property described above."

There have been no filings challenging this allegation.

8. Plaintiff alleged that, due to inadvertent error(s) and mistake(s) the subject mortgage contains an incorrect reference(s). The legal description on this instrument references:

All that certain piece, parcel or lot of land, containing 3.0 acres, more or less, situate, lying and being in the County of Lexington, State of South Carolina, near Chapin, South Carolina, and shown and designated as Tract "C" on a plat prepared for George Kessler Brothers & Sisiters, by Donald G. Platt Reg. Land Surveyor, dated October 10, 1978 and recorded February 6, 1979, in **Book 171G, at page 189**, in the R.M.C. for the County of Lexington, also shown on plat prepared for Corinthea Stack and Lynn K. Stack by Tom Abraham Land Surveying, dated July 23, 2004, to be recorded.

Whereas the correct reference being:

All that certain piece, parcel or lot of land, containing 3.0 acres, more or less, situate, lying and being in the County of Lexington, State of South Carolina, near Chapin, South Carolina, and shown and designated as Tract "C" on a plat prepared for George Kessler Brothers & Sisters, by Donald G. Platt, Reg. Land Surveyor, dated October 10, 1978 and recorded February 6, 1979, in **Book 171G, at page 103, Plat No. 189**, in the R.M.C. for the County of Lexington, also shown on plat prepared for Corinthea Stack and Lynn K. Stack by Tom Abraham Land Surveying, dated July 23, 2004, to be recorded.

Also included herewith is that certain 1992 Fleetwood manufactured home bearing serial number GAFLM35A&B05033-HS which is permanently affixed to the real property described above.

There have been no filings challenging this allegation.

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Court
for the
County of
Lexington,
South Carolina
on
September 28, 2022
at
9:46 AM
by
[Signature]
[Name]
[Title]

9. The Plaintiff alleged that the parties to the loan origination intended the Mortgage to encumber the property described in the Plaintiff's Lis Pendens filed herein. Such intent being evidenced by the inclusion of the tax map number 000600-06-052, address, and reference to a recorded plat describing the bounds of the property of said parcel in the subject Mortgage. There have been no filings challenging this allegation.

10. Based upon the foregoing, I find that the legal description contained in the Mortgage should be reformed to recite the correct reference, which comports with public record, and this reformation should relate back to the date of its recording.

11. As required by South Carolina Supreme Court Administrative Order 2009-05-22-01 (hereinafter, "the Administrative Order"), Plaintiff states that the default date of the subject mortgage loan is after December 31, 2016. As such, the loan is not eligible for the Home Affordable Modification Program (hereinafter, "the HAMP").

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

13. The titleholder(s) of record of the Property as of the filing of the Lis Pendens in this action were Corinthea Stack and Lynn K. Stack.

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

15. The amount due and owing on the Note and Mortgage, with interest at the rate provided in the Note, secured by the Note and Mortgage, is as follows:

Principal due as of today's date:	09/14/2022		\$17,961.50
Accrued interest from:	12/01/2019	to: 08/25/2022	\$4,500.62
Per diem interest from:	08/26/2022	to: 09/14/2022	\$85.69
Accruing at:	9.17% per annum		

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Advancements to Escrow	
Insurance for the Year 2020	\$6.00
Corporate Advances	\$ 650.00
Late charges:	\$ 126.92

16. The Plaintiff is also seeking an award of attorney's fees and costs. I am scheduling a hearing for October 14, 2022, which was the time and date originally scheduled for the trial on the matter for a hearing on the amount and measure of the Plaintiff's attorney's fees. The Total Debt secured by Note and Mortgage, will be scheduled at that hearing and a sales date will be scheduled. Interest shall be added to the total debt at the rate stated above until the date a judicial sale is conducted herein. Additional interest accrual after the date of such judicial sale will be governed by terms set forth herein below.

17. The Plaintiff is seeking foreclosure of its mortgage and has, in the Complaint or subsequently thereto in writing, expressly Demanded the right to a personal or deficiency Judgment pursuant to Rule 71(b), SCRPC.

18. The Defendants, below listed, claim or may claim liens upon or interests in the subject property; and in the event there is a surplus from the sale of the subject property, the validity, priority and amount of any such lien claims will be determined at a hearing subsequent to the sale, in accordance with Rule 71(c), SCRPC. The said Defendants and such claims or liens are as follows:

A. The Defendant, Atlantic Credit & Finance Inc., has or may claim to have some interest in the Property by virtue of a judgment lien against Lynne K. Stack, in the original principal amount of \$15,945.10, which lien was filed in the Lexington County Records on 01/23/2012 in Civil Action No., 2011-CP-32-04115. Said lien is junior and subordinate to Plaintiff's Mortgage and should be removed from the title to the Property upon the completion of a properly held foreclosure sale of the Property.

B. The Defendant, Barclays Bank Delaware, has or may claim to have some interest in the Property by virtue of a judgment lien against Corinthea Stack, in the

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original principal amount of \$1,989.37, which lien was filed in the Lexington County Records on 09/18/2019 in Civil Action No., 2018-CP-32-03542. Said lien is junior and subordinate to Plaintiff's Mortgage and should be removed from the title to the Property upon the completion of a properly held foreclosure sale of the Property.

CONCLUSIONS OF LAW REGARDING THE PLAINTIFF'S MOTION FOR SUMMARY

JUDGMENT: I, therefore, conclude as follows:

- 1. The Plaintiff's Motion for Summary Judgment should be granted, and the Plaintiff should have judgment of foreclosure of its Mortgage; and the Property should be ordered sold at public auction after due advertisement.
- 2. That there is due to the Plaintiff on its Note and Mortgage an amount which will be finalized at the October 14, 2022 hearing at which time the amount and measure of the attorney's fees and costs will be established.
- 3. That the Total Debt and later accrued interest and costs shall constitute the total judgment debt due to the Plaintiff and shall bear interest as previously set forth at the rate of 9.17% per annum.

IT IS, THEREFORE, ORDERED, ADJUDGED AND DECREED:

- 1. The Plaintiff's motions to dismiss the Defendant's Counterclaims and for summary judgment as to the causes of action contained in its complaint are granted. The Defendant's motions are denied.
- 2. That the Defendants liable for the aforesaid Mortgage debt shall, prior to the date and time of the sale of the Property, hereinafter described, pay to the Plaintiff, or the Plaintiff's attorney, the amount of the Plaintiff's debt to include continuing accruing interest as aforesaid, together with the costs and disbursements of this action.

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3. That on default of payment prior to the date and time of the sale, the Property, hereinafter described, shall be sold by the undersigned Master In Equity at public auction, at the Lexington County Judicial Center, City of Lexington, County and State aforesaid, on some convenient sales day hereafter, on the following terms, that is to say:

A. FOR CASH: The undersigned Master In Equity shall require a deposit of 5% on the amount of the bid (in cash or equivalent) the same to be applied on the purchase price only upon compliance with the bid, but in case of non-compliance within thirty (30) days the same to be forfeited and first applied to the costs incurred by the Plaintiff related to the sale and the balance then applied to the Plaintiff's debt in a manner suitable to the Plaintiff.

B. Interest on the balance of the bid shall be paid to the day of compliance at the rate of 9.17% per annum.

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

D. Purchaser to pay for the deed and the cost of recording the deed.

4. If the Plaintiff is the successful bidder at the said sale, for a sum not exceeding the amount of costs, expenses and the indebtedness of the Plaintiff in full, the Plaintiff may pay to the undersigned Master In Equity only the amount of the costs and expenses, crediting the balance of the bid on the Plaintiffs indebtedness.

5. That a personal or deficiency Judgment being Demanded, the bidding will remain open for thirty (30) days after the date of sale (pursuant to S.C. Code Ann. §15-39-720 (1976).

6. That the undersigned Master In Equity will, by advertisement according to law, give notice of the time and place of sale and the terms thereof; and that he/she will execute to the purchaser, or purchasers, a deed to the Property sold. The Plaintiff, or any other party to this action, or any other

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person may become a purchaser at such sale. If such sale is made to anyone other than the Plaintiff or its assignee, should the successful bidder, or his/her assignee, fail to comply with the terms thereof within thirty (30) days after the date of sale, then the undersigned Master In Equity or the Plaintiff may re-advertise the Property for sale on the next, or some other subsequent, sales day, according to the same terms set forth herein, and so on from time to time thereafter until a full compliance shall be secured.

- 7. In the event an agent of the Plaintiff does not appear at the time of sale, the within property shall be withdrawn from sale and sold at the next available sales date upon the terms and conditions as set forth in the Judgment of Foreclosure and Sale or such terms as may be set forth in a supplemental order.
- 8. That the undersigned Master In Equity shall apply the proceeds of the sale as follows:

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

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

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

- 9. That it is further ORDERED, ADJUDGED AND DECREED that each Defendant named herein, and all persons whomsoever claiming under him, them or it, be forever barred and foreclosed of all right, title, interest and equity of redemption in the said mortgaged premises so sold or any part thereof, to include the manufactured/mobile home.

- 10. IT IS FURTHER ORDERED that the South Carolina Department of Motor Vehicles is directed to issue a new certificate of title pertaining to the subject mobile/manufactured home

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 Clerk, S.C. C.O.C. & F.C.

reflecting title in the name of the successful bidder of said sale, free and clear of all liens.
Mobile Home serial number is "GAFLM35A&B05033HS."

11. That it is further ORDERED ADJUDGED AND DECREED that the deed of conveyance made pursuant to this judgment and said sale shall contain the names of only the Plaintiff, the first-named Defendant, who was the title holder of the mortgaged property at the time of the filing of the Lis Pendens, and the Grantee; and that the Lexington County Register of Deeds is hereby authorized to omit from the indices pertaining to such conveyance the names of all parties not contained in said deed.

12. It is further ORDERED, ADJUDGED AND DECREED that if the named Defendants continues in possession of the property after a deed has been issued to the purchaser, then the Sheriff of Lexington County is directed to eject and remove named Defendants from the property sold, together with all personal property located thereon, and put the successful bidder to whom the deed of conveyance has been issued or his assigns in full, quiet, and peaceable possession of said premises without delay, and to keep said successful bidder or his assigns in such peaceable possession.

If the person(s) occupying the property after the deed has been issued to the purchaser is other than the named Defendants, the purchaser shall server the occupants with a Summons and Rule to Show Cause to determine why the occupant(s) should not be removed from the property.

13. That it is further ORDERED ADJUDGED AND DECREED that after the Order Confirming Sale and Disbursements has been issued and filed, the undersigned Master In Equity shall direct the Register of Deeds to release of record the lien(s) being foreclosed, which lien(s) are described in the Findings of Fact herein above.

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Lex. Co. C.C.C.P., G.S. & F.C.

14. That it is further ORDERED ADJUDGED AND DECREED that the Deed and the Mortgage is reformed as described in the Findings of Fact herein above.

15. That it is further ORDERED ADJUDGED AND DECREED that the following is a description of the Property herein ordered to be sold:

ALL THAT CERTAIN PIECE, PARCEL OR LOT OF LAND, CONTAINING 3.0 ACRES, MORE OR LESS, SITUATE, LYING AND BEING IN THE COUNTY OF LEXINGTON, STATE OF SOUTH CAROLINA, NEAR CHAPIN, SOUTH CAROLINA, AND SHOWN AND DESIGNATED AS TRACT "C" ON A PLAT PREPARED FOR GEORGE KESSLER BROTHERS & SISTERS, BY DONALD G. PLATT, REG. LAND SURVEYOR, DATED OCTOBER 10, 1978 AND RECORDED FEBRUARY 6, 1979, IN BOOK 171G, AT PAGE 103, PLAT NO. 189, IN THE R.M.C. FOR THE COUNTY OF LEXINGTON, ALSO SHOWN ON PLAT PREPARED FOR CORINTHEA STACK AND LYNN K. STACK BY TOM ABRAHAM LAND SURVEYING, DATED JULY 23, 2004, TO BE RECORDED.

ALSO INCLUDED HEREWITH IS THAT CERTAIN 1992 FLEETWOOD MANUFACTURED HOME BEARING SERIAL NUMBER GAFLM35A&B05033-HS WHICH IS PERMANENTLY AFFIXED TO THE REAL PROPERTY DESCRIBED ABOVE.

THIS BEING THE SAME PROPERTY CONVEYED TO CORINTHEA STACK AND LYNN K. STACK BY DEED OF MARY CLARK DATED AUGUST 30, 1995 AND RECORDED OCTOBER 11, 1995 IN BOOK 3505, PAGE 141 IN THE RECORDS FOR LEXINGTON COUNTY, SOUTH CAROLINA.

CURRENT ADDRESS OF PROPERTY: 230 Meadowlark Rd, Little Mountain, SC 29075

TMS: 000600-06-052

AND IT IS SO ORDERED.

JUDGE'S SIGNATURE PAGE TO FOLLOW

A TRUE COPY
[Signature]
Lex. Co. C.C.P., G.S. § 10-2-1



Lexington Common Pleas

Case Caption: Wells Fargo Bank, National Association, As Trustee For , plaintiff, et al VS Corinthea Stack , defendant, et al

Case Number: 2020CP3203651

Type: Master/Order/Other

AND IT IS SO ORDERED.

S/JUDGE JAMES O. SPENCE-3068

Electronically signed on 2022-09-28 09:06:46 page 19 of 19

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James O. Spence
JAMES O. SPENCE, JUDGE
Lexington, Ohio