

STATE OF SOUTH CAROLINA)
)
COUNTY OF PICKENS)
)
KCM & AHS, LLC,)
)
Plaintiff,)
)
vs.)
)
Amber M. Walls,)
)
Defendants.)
_____)

IN THE COURT OF COMMON PLEAS
THIRTEENTH JUDICIAL CIRCUIT

CIVIL ACTION NO.: 2019-CP-39-00506

ORDER OF FORECLOSURE

Date of Hearing: November 29, 2022
Hearing Officer: Tyler B. O'Shields, Special Referee
Plaintiff Attorney: Daniel E. Hunt
Defendant Attorney: Pro se - PRESENT
Guardian ad litem: None

Pursuant to Rule 53 SCRPC, the above-entitled matter was referred. Any appeal from any order or judgment issued by the master or special referee shall be to the Supreme Court or the Court of Appeals as provided by the South Carolina Appellate Court Rules.

Pursuant to the said Order of Reference, a hearing was held and was attended by counsel for Plaintiff, representatives of Plaintiff, and the Pro se Defendant. The testimony was taken, which is reported herewith. From the testimony and evidence, I find, conclude and order as follows:

FINDINGS OF FACT

1. This is an action for foreclosure for property located in Pickens County, South Carolina.
2. The real estate which is the subject of this action, and the parties are all located in Pickens County, South Carolina. Based on the Certification of Compliance filed herein, Plaintiff has complied with the requirements of South Carolina Supreme Court Administrative Order 2020-05-06-01 (as amended by Order 2020-05-12-01). The administrative Orders have now been dismissed.
3. The Lis Pendens was filed on April 26, 2022.
4. The Summons and Complaint were filed on April 27, 2022.

5. Service was made upon the Defendant named in this Report as is shown by the proof of service filed herein.

6. The Defendant filed responsive pleadings on May 25, 2022, as shown by the Answer filed herein.

7. All of the defendants herein and/or all attorneys of record were notified of the time, date, and place of the hearing in this matter.

8. For value received, Amber M. Walls, executed and delivered a Note dated March 17, 2017, promising thereby to pay to the order of Gary Looper and Jacqueline Looper, the sum of Eighty Thousand and No/100 Dollars (\$80,000.00), together with interest pursuant to the terms of the Note and any extensions, amendments, or modifications thereto. Other terms and conditions are stated in the Note, which is of record herein, and was admitted into evidence without objection.

9. To better secure the payment of the Note described above, the said Amber M. Walls made, executed and delivered to Gary Looper and Jacqueline Looper, a mortgage in writing, dated March 17, 2017, covering real property in Pickens County, which is the same as that described in the Complaint. This mortgage was filed in the Office of the Register of Deeds for Pickens County March 17, 2017, in Book 5175 at Page 153. Said mortgage was admitted into evidence without objection.

10. This mortgage is a first mortgage lien on the subject property and is a Purchase Money Mortgage.

11. This mortgage was assigned to Plaintiff by instrument recorded January 21, 2022, in Book 6080 at Page 246.

12. The titleholder of record in and to the subject property as of the filing of the Lis Pendens in this action is Amber M. Walls, and said Assignment of Mortgage was admitted into evidence without objection.

13. Payment due on the Note has not been made as provided for therein, and Plaintiff, as the holder thereof, has elected to require immediate payment of the entire amount due thereon and has placed the Note and Mortgage in the hands of an attorney for collection.

14. Amber M. Walls testified, in part, of her recent personal difficulties, which include but are not limited to the unexpected sudden death of her fiancé, the theft of \$5,000.00 from her, and her vehicle breaking down. In the face of such difficulties, she has testified that she took steps to utilize the assistance of the SC Stay Plus Program; the Defendant admitted into evidence certain documentation of the SC Stay Plus Program, as well as certain statutes and certain correspondence she has received from various parties throughout this matter, all admitted without

objection. It is noted for the record that Ms. Walls did not bring such evidence with her to the hearing, but her request to deliver such evidence to the Special Referee within an hour of the conclusion of the hearing was granted without objection from the Plaintiff; the Plaintiff was provided with a copy of all such evidence submitted by Ms. Walls, without objection. All such evidence has been reviewed and carefully considered by the Special Referee. However, upon cross-examination by Plaintiff's counsel during the hearing she freely and voluntarily admits to her awareness of the aforesaid Note and Mortgage; she further freely admits that she is months behind on making the mortgage payments, and she freely admits that she has failed to pay the property taxes as well.

15. The amount due and owing on the Note, with interest as set forth in the Note, late fees, costs and expense of collection, including attorney's fees:

Principal due as of last payment-October 17, 2021,	\$ 59,164.63
Interest to date of hearing	\$ 1,883.41
Per diem-\$4.61 for 43 days	
Late Charges	\$ 359.97
Costs of Collection	
Including costs of this hearing and service-	\$ 670.00
Filing fees-	\$ 180.00
Cost of Insurance Placed on Property	
One policy placed- \$657.00 but refunded \$557.00	\$ 100.00
Second Policy placed in October-\$758.00	\$ 858.00
Per terms of Note and Mortgage	
Delinquent taxes paid- Delinquent tax sale 2020	\$ 1,578.15
Property taxes for 2021	\$ 583.05
Property Taxes for 2022- still due-	\$ 442.82
(Not included in total)	
Attorney fees	\$ 3,000.00
 TOTAL DEBT secured by Note and Mortgage, including interest to date shown	 \$ 68,820.03

Having considered the nature, extent and difficulty of the services rendered, the time involved in reviewing the various documents, performing the title search, preparing the pleadings, attending hearings and argument, the professional standing of counsel, the fee customarily charged for similar services, and the beneficial results obtained for Plaintiff, I find that the sum of

\$3,000.00 is a reasonable fee to allow under the terms of the Note and Mortgage as attorney's fees for Plaintiff's attorney for services performed and anticipated to be performed until final adjudication of the action.

Interest for the period from November 29, 2002, as shown above at the rate of 3% shall be added to the Principal Balance shown above through the date this Judgment is filed. After the date of judgment, interest at the rate of 3% on the total judgment debt should be added to such judgment debt to comprise the amount of Plaintiff's debt secured by the Mortgage.

16. Plaintiff does not demand a deficiency judgment in the event the sale of the real estate herein does not yield a sum sufficient to satisfy all indebtedness due unto Plaintiff, including costs and Attorney's fees.

17. It is noted that on December 8, 2022, subsequent to this hearing which took place on November 29, 2022, the Defendant filed with the Clerk of Court a Motion to Dismiss. Such a Motion is untimely filed with the Clerk of Court.

IT IS THEREFORE ORDERED:

1. There is due to Plaintiff on the obligation and Mortgage set forth in the Complaint the sum of \$68,820.03, representing the "Total Debt" due Plaintiff as set forth in the Findings of Fact, *supra*, together with interest at the rate provided therein from the date aforesaid to the date hereof.

2. The amount due in the preceding paragraph (the "Total Debt" as set forth in the Findings of Fact, *supra*, and later accrued interest) shall constitute the total judgment debt due the Plaintiff and shall bear interest hereafter at the rate of 3%.

3. The Defendant(s) liable for the aforesaid Mortgage debt shall, on or before the date of sale of the property hereinafter described, pay to Plaintiff, or Plaintiff's attorney, the amount of Plaintiff's debt as aforesaid, together with the costs and disbursements of this action. If such debt is paid in full, then the foreclosure sale shall be cancelled.

4. On default of payment at or before the time herein indicated, the mortgaged premises described in the Complaint, as hereinafter set forth, shall be sold by the Special Referee or his agent, under the direction of the Special Referee, at public auction, at the Pickens County Courthouse, Pickens, South Carolina, on some convenient sales day hereafter (and should the regular day of judicial sales fall on a legal holiday, then and in such event, the sales day shall be on Tuesday next succeeding such holiday), on the following terms, that is to say:

- A. **FOR CASH:** The Special Referee will require a deposit of 5% on the amount of the bid (in cash or equivalent), same to be applied on the

purchase price only upon compliance with the bid, but in case of non-compliance within 20 days, the deposit may be forfeited without further hearing and applied to the costs and Plaintiff's debt.

- B. Interest on the balance of the bid shall be paid to the day of compliance at the rate of 3%.
- C. The sale shall be subject to taxes and assessments, existing easements and easements and restrictions of record.
- D. This Mortgage constitutes a first priority lien on the subject property and is a Purchase Money Mortgage.
- E. Purchaser to pay for deed preparation and costs of recording the Deed, and transfer taxes.

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

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

7. Should Plaintiff, Plaintiff's attorney, or Plaintiff's agent fail to appear on the day of sale, the property shall not be sold, and in that event any such sale shall be null and void and of no force and effect. The property shall be re-advertised and sold at some convenient sales day thereafter when Plaintiff, Plaintiff's attorney, or Plaintiff's agent is present.

8. That the Special Referee will apply the proceeds of the sale as follows:

FIRST: To 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.

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

NEXT: Any surplus funds will be held pending further order of the Court.

9. **IT IS FURTHER ORDERED** that, in addition to all parties deemed by law to have received constructive notice of the action herein, the Defendant(s) named herein and all persons whomsoever claiming under said defendant(s), 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.

10. **IT IS FURTHER ORDERED** that the Deed of conveyances made pursuant to said sale shall contain the names of only the first named Plaintiff and the first named Defendant and the Defendant(s) who was/were the titleholder(s) of the mortgaged property at the time of filing of the notice of pendency of the within action, and the name of the grantee, and the Register of Deeds is authorized to omit from the indices pertaining to such conveyance the names of all parties not contained in said Deed.

11. **IT IS FURTHER ORDERED** that the Special Referee will retain jurisdiction to do all necessary acts incident to this foreclosure including, but not limited to, issuing a Writ of Assistance and hearing any issues involving appraisal proceedings under Section 29-3-680 *et seq.*, South Carolina Code of Laws (1976), as amended.

12. Any sale pursuant to this order is **without** warranty of any kind. Neither Plaintiff nor Court warrant title to any third-party purchaser. All third-party purchasers are made parties to this action and are deemed to have notice of all matters disclosed by the public record, *including* the status of title. See Ex parte Keller, 185 S.C. 283, 194 S.E. 15 (1937); Wells Fargo Bank, NA v. Turner, 378 S.C. 147, 662 S.E.2d 424 (Ct. App. 2008).

13. The Special Referee shall direct the Register of Deeds to release of record the Mortgage lien being foreclosed, all subordinate liens and all prior liens ordered satisfied herein, after the Order Confirming Sale and Disbursements has been executed and filed. Plaintiff's Mortgage lien is described as follows:

That certain Mortgage given by Amber M. Walls to Mortgage Gary Looper and Jacqueline Looper dated March 17, 2017 and recorded in the Office of the Register of Deeds for Pickens County on march 17, 2017 in Book 5175 at Page 253.

14. The following is a description of the premises herein ordered to be sold:

All that certain piece, parcel, or tract of land, situate, lying, and being located about 2 miles southeast of Dacusville, in the State of South Carolina, County of Pickens, being shown, known, and designated as containing **One and 74/100** of an acre according to Plat of Property of Frank L. Carr and Cathy Ann C. Carr, prepared by R. B. Bruce, dated October 20, 1978, recorded in **Plat Book 21, at page 661**, in the Office of the Register of Deeds, Pickens County, South Carolina. Also, see Plat by John R. Long, dated January 29, 1996, for Gary W. Looper and Jacqueline M. Looper, recorded in **Plat Book 215, at page 11** (sometimes referred to as Plat **Book 215, at page 11A**), also found in the Office of the Register of Deeds, Pickens County, South

Carolina, reference to which is hereby made for a more complete and accurate description thereof.

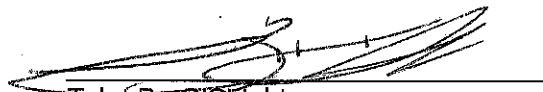
The above is that identical property conveyed to Amber M. Walls by Deed of Gary Looper and Jacqueline Looper by Deed dated March 17, 2017, and recorded March 17, 2017, in **Deed Book 1846, at page 350**, in the Office of the Register of Deeds, Pickens County, South Carolina.

Address of Property: 376 O'Shields Rd, Easley, South Carolina 29640

Pickens County, South Carolina Tax Map Identification Number: 5122-02-95-8038

15. The Defendant's Motion to Dismiss filed with the Clerk of Court on December 8, 2022, is hereby denied.

AND IT IS SO ORDERED:



Tyler B. O'Shields
Special Referee
Pickens County, South Carolina

February 1, 2023
Easley, South Carolina

STATE OF SOUTH CAROLINA COUNTY OF PICKENS IN THE COURT OF COMMON PLEAS KCM & AHS, LLC, PLAINTIFF	FORM 4 JUDGMENT IN A CIVIL CASE C/A NO: 2022-CP-39-00506 Amber M. Walls DEFENDANT(S)
Submitted by: Daniel E. Hunt	Attorney for: Plaintiff; Defendant; or Self-Represented Litigant

DISPOSITION TYPE (CHECK ONE)

JURY VERDICT. This action came before the court for a trial by jury. The issues have been tried and a verdict rendered.

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

ACTION DISMISSED. (CHECK REASON) Rule 12(b), SCRPC; Rule 41(a), SCRPC (Vol. Nonsuit); Rule 43 (k), SCRPC (Settled); Other _____.

ACTION STRICKEN. (CHECK REASON) Rule 40(j), SCRPC; Bankruptcy; Binding Arbitration, subject to right to restore to confirm, vacate or modify arbitration award; Other _____

STAYED DUE TO BANKRUPTCY

DISPOSITION OF APPEAL TO THE CIRCUIT COURT (Check applicable box):
 Affirmed; Reversed; Remanded; Other _____

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

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

ORDER INFORMATION

This order ends does not end the case.
 Additional Information for the Clerk: _____


INFORMATION FOR THE PUBLIC INDEX		
Complete this section below when the judgment affects title to real or personal property or in any amount should be enrolled. If there is no judgment information, indicate 'N/A' in one of the boxes below.		
Judgment in Favor of (List Name(s) below)	Judgment Against (List name(s) below)	Judgment Amount To Be Enrolled (List amount(s) below)
KCM & AHS, LLC		
If applicable, describe the property, including tax map information and address referenced in the order:		

All that certain piece, parcel, or tract of land, situate, lying, and being located about 2 miles southeast of Dacusville, in the State of South Carolina, County of Pickens, being shown, known, and designated as containing **One and 74/100** of an acre according to Plat of Property of Frank L. Carr and Cathy Ann C. Carr, prepared by R. B. Bruce, dated October 20, 1978, recorded in **Plat Book 21, at page 661**, in the Office of the Register of Deeds, Pickens County, South Carolina. Also, see Plat by John R. Long, dated January 29, 1996, for Gary W. Looper and Jacqueline M. Looper, recorded in **Plat Book 215, at page 11** (sometimes referred to as Plat **Book 215, at page 11A**), also found in the Office of the Register of Deeds, Pickens County, South Carolina, reference to which is hereby made for a more complete and accurate description thereof.

Address of Property: 376 O'Shields Rd, Easley, South Carolina 29640

Pickens County, South Carolina Tax Map Identification Number: 5122-02-95-8038

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



Special Referee
SCRCP Form 4C (2/2017)

Judge Code
02/01/2023
Date
Page 1 of 2

For Clerk of Court Office Use Only

This judgment was entered on the 21 day of Feb., 2022 and a ~~copy mailed first class or placed in the appropriate attorney's box on this~~ day of _____, 2022 to attorneys of record or to parties (when appearing pro se) as follows:

E-FILED by Clerk

Daniel E. Hunt
502 North A. Street
Easley, SC 29640
Attorney(s) for Plaintiffs

Amber M. Walls
376 O'Shields Road
Easley, SC 29640
Pro Se Defendant

SCRCP Form 4C (2/2017)

Harold P. Walker Jr
CLERK OF COURT *MB*

Court Reporter:

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

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

SCRCP Form 4C (02/2017)