

STATE OF SOUTH CAROLINA

IN THE COURT OF COMMON PLEAS

COUNTY OF HORRY

C/A NO.: 2021-CP-26-00252

United States of America acting through the Rural Housing Service or successor agency, United States Department of Agriculture,

**JUDGMENT OF FORECLOSURE
AND ORDER FOR SALE**
(Deficiency Waived)
(Non-Eligible for Loan Modification Under the Home Affordable Modification Program)

Plaintiff,

OR
(Subject to Modification Under the Home Affordable Modification Program but will not be modified)

vs.

Ginger S. Smith, As Personal Representative of The Estate of Yvonne Curtis Ingram, Deceased; Charles Curtis Ingram; Chadwick Benjamin Ingram, and any other Heirs-at-Law or Devisees of Yvonne Curtis Ingram, deceased, their heirs, Personal Representatives, Administrators, Successors and Assigns, and all other persons entitled to claim through them; all unknown persons with any right, title or interest in the property subject of this matter; also any persons who may be in the military service of the United States of America, being a class designated as John Doe; and any unknown minors or persons under a disability being a class designated as Richard Roe,

Defendants.

RECEIVED
Sep 07 2023
SC Court of Appeals

Pursuant to Rule 53 SCRCPP, the above-entitled matter was referred to the undersigned to make appropriate findings of fact and conclusions of law with authority to enter a final judgment in the cause with appeal, if any, directly to the South Carolina Court of Appeals.

The hearing was held by Webex attended by Jamie Anna Weller, Esquire, attorney for the Plaintiff and Thomas D. Kilpatrick, Esquire as the Guardian *ad Litem* for any persons who may be in the military service of the United States of America, being a class designated as John Doe; and any unknown minors or persons under a disability being a class designated as Richard Roe. Due

and proper service of the other defendants was made, but neither they nor a representative appeared at the hearing.

Pursuant to the Order of Reference, a hearing was held, the testimony was taken, which is reported herewith, and from the testimony and evidence, I find and conclude as follows:

FINDINGS OF FACT:

1. The Lis Pendens was filed on October 28, 2020, the Amended Lis Pendens was filed on January 14, 2021, and the Second Amended Lis Pendens was filed on November 8, 2022.
2. The Summons and Complaint were filed on January 14, 2021 and the Amended Summons and Amended Complaint were filed on November 8, 2022.
3. The Notice of Right to Foreclosure Intervention was filed on January 14, 2021 and the Amended Notice of Right to Foreclosure Intervention was filed on November 8, 2022.
4. Plaintiff filed a Certification of Compliance with the Coronavirus Aid, Relief, and Economic Security Act (“Certificate”) in compliance with South Carolina Administrative Orders 2020-04-30-02 and 2020-05-06-01, as amended on January 14, 2021. An Amended Certificate was filed March 21, 2022.
5. Service was made upon the Defendants, named in this order as is shown by the Proofs of Service and/or the Affidavit of Publication filed herein.
6. Plaintiff alleges the Notes and Mortgage at issue are not subject to modification under the Home Affordable Modification Program (“HMP”) with its formal discontinuance on December 31, 2016.

7. Defendants were notified of the time, date and place of hearing in this matter, a copy of said notice is filed in this action.
8. According to the Affidavit of Non-Military Service filed herein, Defendants are not in the Military Services of the United States of America, as contemplated under the Servicemembers Civil Relief Act 108 P.L. 189, 117 Stat. 2835 (50 USC App. §§ 501-597b)(“SCRA”), and any amendments thereto.
9. For value received, William T. Ingram and Yvonne C. Ingram, both deceased, made, executed and delivered to United States of America acting through the Farmers Home Administration, United States Department of Agriculture a Promissory Note (“Note”) dated September 22, 1994, promising thereby to pay to United States of America acting through the Farmers Home Administration, United States Department of Agriculture the sum of \$46,400.00, upon the terms and conditions set forth therein.
10. To better secure the payment of the Note described above, William T. Ingram and Yvonne C. Ingram, both deceased, made, executed and delivered to United States of America acting through the Farmers Home Administration, United States Department of Agriculture in writing, a Mortgage dated September 22, 1994, (“Mortgage”) covering real property in Horry County. The Mortgage was filed on September 22, 1994 and is of record in the Office of the Register of Deeds for Horry County in Mortgage Book 1955 at Page 256.¹
11. This Mortgage constitutes a first lien on the subject property.

¹ The mortgage indicates it secures a second instrument in the amount of \$9,000.00; however it appears that the same has been paid.

12. Contemporaneously therewith, William T. Ingram and Yvonne C. Ingram, now deceased, made, executed and delivered to the United States of America, acting through the Farmers Home Administration, United States Department of Agriculture a Subsidy Agreement wherein William T. Ingram and Yvonne C. Ingram agreed to repay a subsidy she received as part of the loan transaction represented by the Note and Mortgage as issue.
13. Thereafter, William T. Ingram died intestate on February 13, 1996, and the Estate of William T. Ingram was probated and/or administered in the Probate Court of Horry County under Estate No. 96ES386.
14. All of William T. Ingram's right, title and/or interest in the property subject of this matter transferred to Yvonne Curtis Ingram by operation of law as title to the Property was held title as joint tenants with rights of survivorship.
15. Thereafter, Yvonne Curtis Ingram died intestate on October 15, 2016, and the Estate of Yvonne Curtis Ingram is being probated and/or administered in the Probate Court of Horry County under Estate No. 2016-ES-26-02358.
16. As part of the Estate's administration. Ginger S. Smith was appointed as Personal Representative thereof and Charles Curtis Ingram and Chadwick Benjamin Ingram were identified as the only heirs and/or devisees of Yvonne Curtis Ingram.
17. The titleholders of record in and to the subject property as of the filing of the Lis Pendens in this action are Charles Curtis Ingram; Chadwick Benjamin Ingram, and any other Heirs-at-Law or Devisees of Yvonne Curtis Ingram, deceased, their heirs, Personal Representatives, Administrators, Successors and Assigns, and all other

persons entitled to claim through them; all unknown persons with any right, title or interest in the property subject of this matter.

18. 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 placed the Note, Subsidy, and Mortgage in the hands of the attorney herein for collection.

19. The sum of \$1,750.00 is a reasonable fee to allow as attorney fees for Plaintiff's attorney for services performed and anticipated to be performed until final adjudication of the within action, under the terms of the Note, Subsidy and Mortgage. Services anticipated to be performed until final adjudication contemplates completion of this matter within a reasonable time and does not include exceptional circumstances delaying conclusion beyond the normal time.

The Plaintiff testified pursuant to the Authority to Testify and Affidavit of Debt the amount due and owing on the Note and Subsidy, with interest at the rate provided in the Note, and other costs and expenses of collection, including attorney's fee, secured by the Mortgage were as follows:

a.	Principal due as of May 16, 2023	\$28,296.23
b.	Interest from September 2, 2016 to May 16, 2023 at 8%	\$15,169.88
c.	Subsidy Granted	\$48,606.35
d.	Fees assessed	\$30,911.45
	o Escrow fees = \$8,894.24	
	o Caretaking fees = \$19,209.67	
	o Appraisal fees = \$675.00	
	o Paid attorney costs = \$2,132.54	
e.	Interest on Fees Assessed	\$6,302.89
f.	Attorney's fee	\$1,750.00
g.	<u>Unpaid costs of collection prior to hearing</u>	<u>\$1,375.74</u>
	Total Debt secured by Note and Mortgage, including interest to date shown	\$132,412.54

Per Diem at \$29.02
Interest rate 8.00%

20. Neither the Guardian ad Litem nor any other party contested the amounts set forth in the Plaintiff's Authority to Testify and Affidavit of Debt.
21. The Court inquired as to the delay in proceeding with the foreclosure in this matter based upon the initial default of September 2, 2016 and the initiation of the within action by the filing of the Summons and Complaint on January 14, 2021.
22. Plaintiff provided the Estate of Yvonne Curtis Ingram an opportunity to complete the estate proceedings which estate was opened on November 9, 2016 and still open as of the date of the hearing in this matter, that Plaintiff did not have the congressional budgetary funding approval for acceleration and foreclosure of the underlying Note, Subsidy and Mortgage, and the moratorium on foreclosures pursuant to the CARES Act issued on March 27, 2020 further delayed commencement of the within action.
23. Upon weighing the equitable rights of the parties as related to the debt components of interest and property maintenance charges that accrued over an extended period of time while Plaintiff sat upon its rights to commence and finalize its foreclosure action, as per equitable principles including, but not limited to, estoppel by laches.
24. I find that Plaintiff's interest recovery shall be limited to two years from the date of default, which represents a reasonable period of time within which Plaintiff could have brought and finalized its foreclosure action.
25. Under a similar balancing analysis, I find the cost of property maintenance and other property preservation costs should be reduced to fifty percent (50%) of

amounts indicated in the respective Affidavits of Debt presented to the Court at the May 16, 2023 hearing.

26. The Plaintiff is therefore entitled to judgment as follows:

h.	Principal due as of May 16, 2023	\$28,296.23
i.	Interest from September 2, 2016 to September 2, 2018 at 8% <i>(reduced to two (2) years of interest from default)</i>	\$4,525.55
j.	Subsidy Granted	\$48,606.35
k.	Fees assessed and Interest on Fees Assessed <i>(50% reduction)</i>	\$14,389.46
l.	Attorney's fee	\$1,750.00
m.	<u>Unpaid costs of collection prior to hearing</u>	<u>\$1,375.74</u>
	Total Debt secured by Note and Mortgage, including interest to date shown	\$98,943.33

Per Diem at \$21.68
Interest rate 8.00%

The Total Debt shall accrue interest at the rate of 8% per annum and together with such interest shall constitute the total debt due the Plaintiff, pursuant to S.C. Code §29-3-630.

27. That the Plaintiff is seeking foreclosure of the Mortgage against all Defendants, and its right to a deficiency judgment is expressly waived.

28. Defendant Ginger S. Smith, as Personal Representative of the Estate of Yvonne Curtis Ingram, deceased, Charles Curtis Ingram; Chadwick Benjamin Ingram, and any other Heirs-at-Law or Devisees of Yvonne Curtis Ingram, deceased, their heirs, Personal Representatives, Administrators, Successors and Assigns, and all other persons entitled to claim through them; all unknown persons with any right, title or interest in the property subject of this matter; also any persons who may be in the military service of the United States of America, being a class designated as John Doe; and any unknown minors or persons under a disability being a class designated as Richard Roe are named as a parties herein by virtue of any right, title, and/or

interest she may have in the property subject of this matter, said interest arising out of being an heir and/or devisee of Yvonne Curtis Ingram, deceased, whose Estate is being probated and/or administered in the Probate Court for Horry County under Estate No. 2016-ES-26-02358. Any such interest is subsequent and junior to Plaintiff's Mortgage.

CONCLUSIONS OF LAW

I, therefore, conclude as follows:

The Plaintiff should have judgment of foreclosure of the Mortgage and the mortgaged property should be ordered sold at public auction after due advertisement.

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED:

1. The Defendants named herein and all persons whosoever 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.
2. Plaintiff's Mortgage constitutes a first lien on the subject property.
3. Upon weighing the equitable rights of the parties as related to the debt components of interest and property maintenance charges that accrued over an extended period of time while Plaintiff sat upon its rights to commence and finalize its foreclosure action, as per equitable principles including, but not limited to, estoppel by laches, I find that Plaintiff's interest recovery shall be limited to two years from the date of default, which represents a reasonable period of time within which Plaintiff could have brought and finalized its foreclosure actions. Under a similar balancing analysis, I find the cost of property maintenance and other property preservation costs should be reduced to fifty percent (50%) of amounts indicated in the respective Affidavits of Debt presented to the court at the May 16, 2023 hearing.

3. There is due to the Plaintiff on the obligation and Mortgage as reduced herein, the sum of \$98,943.33 representing the total debt due Plaintiff as set out in the Findings of Fact *supra*.

4. The attorney fees included herein are fair and reasonable given (1) the nature of these proceedings, (2) the time actually devoted to the matter; (3) the professional standing of attorney who regularly represents clients in matters of this type as a partner in an AV rated firm; and (4) for the beneficial results that client has received.

5. The Total Debt set forth in Paragraph 3 shall accrue interest at the rate of 8.00% per annum and together with such interest shall constitute the Total Debt due the Plaintiff.

6. The judgment amount may be subject to increase to permit the Plaintiff to recover additional costs and expenses incurred within the foreclosure process and authorized under South Carolina law. Such additional costs and expenses shall be established by affidavit and shall be submitted to the Court without further hearing. Said affidavit must be presented to the Court for consideration within ten (10) days from the date of sale. Jurisdiction over each component of the total debt is reserved to the undersigned to determine and to facilitate the assessment and payment of any such costs and/or assessments.

7. That on or before the date of sale of the property hereinafter described, Plaintiff or Plaintiff's attorney, is to be paid the amount of Plaintiff's debt as aforesaid, together with the costs and disbursements of this action.

8. That on default of payment at or before the time herein indicated, the mortgaged premises described in the Complaint, as hereinafter set forth, be sold by the undersigned Master in Equity for Horry County at public auction, at the Horry County Courthouse, 1301 Second Avenue, Conway, in the County and State aforesaid, 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 some other day appointed by the Court), on the following terms, that is to say:

A. FOR CASH: The undersigned Master in Equity for Horry County will require, at the time of the bid, a deposit of five (5%) percent on the amount of the bid (in cash or equivalent) same to be applied on the purchase price if compliance is made; but in the event compliance is not made, the deposit may be forfeited without further hearing and applied first to costs of the action and then to Plaintiff's debt. Should the successful bidder at the regularly conducted sale fail or refuse to make the required deposit at the time of bid or comply with the other terms of the bid within twenty (20) days, then the property may be re-sold on the same terms and conditions on some subsequent sales day, but at the risk of the defaulting bidder(s).

B. There is due to Plaintiff the sum of \$98,943.33 interest on the principal balance from May 16, 2023, to the date of sale, at the legal rate of interest of 8.00% per annum at the rate of \$21.68 per diem.

C. The successful bidder at the sale should be required to pay interest from the date of sale at the judgment rate of interest of 8.00% to compliance at the rate of \$21.68 per diem.

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

E. Plaintiff to pay for any statutory commission on sale from the proceeds of sale, and Purchaser to pay for deed preparation, costs of recording the deed and deed stamps.

9. As a personal deficiency judgment is being waived, bidding will conclude at the **fall of the gavel** on the date of the sale.

10. That the undersigned Master in Equity for Horry County, will by advertisement according to law, give notice of the time, and place of sale, and the terms thereof; and will execute

to the Purchaser, or Purchasers, a deed to the premises sold. The 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 twenty (20) days after date of sale, then the undersigned Master in Equity for Horry County 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.

11. That the undersigned Master in Equity for Horry County will apply the proceeds of 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.

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

NEXT: Any surplus will be held pending further Order of this Court.

12. That Plaintiff shall have judgment of foreclosure.

13. 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 Plaintiff in full, Plaintiff may pay to the undersigned Master in Equity for Horry County only the amount of the costs and expenses, crediting the balance of the bid on Plaintiff's indebtedness.

14. Should the Plaintiff, Plaintiff's attorney or agent fail to appear on sales day, the property shall not be sold, but shall be re-advertised and sold at some convenient sales day thereafter when the Plaintiff, Plaintiff's attorney or agent is present.

15. In the event the successful bidder is other than the Defendants in possession herein, upon the presentation of a Writ of Assistance, the Sheriff of Horry County is ordered and directed to eject and remove from the premises the occupant(s) of the property sold, together with all personal property located thereon, and put the successful bidder or his assigns in such peaceable

possession. Pursuant to Rule 70, SCRCP, the Clerk, upon application of the successful bidder is hereby directed to execute a Writ of Assistance. All valid tenant rights pursuant to Protecting Tenants at Foreclosure Act of 2009 shall be protected.

16. That the deed of conveyance made pursuant to this sale shall be indexed in the grantor index by the Clerk of Court or Register of Deeds in the name of the owner of record of subject property immediately prior to execution of the deed, as well as in the name of the undersigned Master in Equity for Horry County, who executes such deed as grantor.

17. The Master in Equity for Horry County, shall direct the Clerk of Court/Register of Deeds to release of record the mortgage liens being foreclosed, after the Order Confirming Sale and Disbursements has been executed and filed, which mortgage lien is described as follows:

That certain Mortgage given by William T. Ingram and Yvonne C. Ingram to United States of America acting through the Farmers Home Administration, United States Department of Agriculture dated September 22, 1994, and recorded in the Office of the Clerk of Court/Register of Deeds for Horry County on September 22, 1994, in Book 1955 at Page 256.

18. The undersigned Master in Equity for Horry County will retain jurisdiction to do all the necessary acts incident to this foreclosure including, but not limited to, the issuance of a Supplemental Order to evidence additional debt incurred if the sale of the property is delayed by the filing of a bankruptcy petition, transfer of service of the Note and Mortgage by the Plaintiff, or an attempt of the parties to reach a settlement, the issuance of a Supplemental Order to correct a harmless error in the action that does not substantially affect the rights of the parties, the issuance of a Writ of Assistance, disposing of any surplus funds pursuant to Rule 71(c), SCRCP, and hearing any issues involving appraisal proceedings under §29-3-680 *et seq* of the South Carolina Code of Laws (1976) as amended.

19. Mortgaged property to be sold by Master in Equity for Horry County:

ALL AND SINGULAR that certain piece, parcel or lot of land, with improvements thereon, situate, lying and being in Socastee Township, Horry County, South Carolina, and being more particularly described as Lot 4, Block III, Phase VII, Watson's Riverside, on a map prepared by James C. Causey, P.E. and L.S., dated June 20, 1983. A copy of said map is recorded in Plat Book 78 at Page 144, Office of the Clerk of Court for Horry County, South Carolina. This property is subject to restrictions of record as recorded in Deed Book 837 at Page 297.

This being the same property conveyed to William T. Ingram and Yvonne C. Ingram, for and during their joint lives with the right of survivorship, by deed of the United States of America recorded September 22, 1994 in Book 1759 at Page 600 in the Office of the Register of Deeds for Horry County, South Carolina.

TMS No.: 1792211004

Address: 507 Sims Drive, Myrtle Beach, South Carolina 29577

20. The Note and Mortgage are not subject to the Home Affordable Modification Program ("HMP").

21. Plaintiff has complied with Administrative Order of the Supreme Court of South Carolina dated May 2, 2011 (2011-05-02-01).

[MASTER IN EQUITY ELECTRONIC SIGNATURE PAGE TO FOLLOW]

STATE OF SOUTH CAROLINA
 COUNTY OF HORRY

IN THE COURT OF COMMON PLEAS
 JUDGMENT IN A CIVIL CASE
 CASE NO.: 2021-CP-26-00252

United States of America acting through the Rural Housing
 Service or successor agency, United States Department of
 Agriculture,
 PLAINTIFF,

Ginger S. Smith, as Personal Representative of the Estate of
 Yvonne Curtis Ingram, et al.,
 DEFENDANTS.

Submitted by: HARRELL, MARTIN & PEACE, P.A. Taylor A. Peace #100206 Jamie Anna Weller #105548 135 Columbia Avenue, Post Office Box 1000 Chapin, South Carolina 29036	Attorney for: <input checked="" type="checkbox"/> Plaintiff <input type="checkbox"/> Defendant or <input type="checkbox"/> Self-Represented Litigant
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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/hearing before the court. The issues have been tried or heard and 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 _____
- 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 COURT RULING IN THIS APPEAL.

RECEIVED
Sep 07 2023
 SC Court of Appeals

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 if any amount should be enrolled. If there is no judgment information, indicate "N/A" in one of the boxes below.		
Judgment in Favor of (List name(s) below)	Judgment Against (List name(s) below)	Judgment Amount To be Enrolled (List amount(s) below)
United States of America acting through the Rural Housing Service or successor agency, United States Department of Agriculture	Ginger S. Smith, as Personal Representative of the Estate of Yvonne Curtis Ingram, deceased, Charles Curtis Ingram, and Chadwick Benjamin Ingram	THE PROPERTY WHICH IS THE SUBJECT OF THIS ACTION BE SOLD AT PUBLIC SALE PURSUANT TO THE JUDGMENT OF FORECLOSURE AND ORDER FOR SALE. \$n/a
If applicable, describe the property, including tax map information and address, referenced in the order: TMS No.: 1792211004 Address: 507 Sims Drive, Myrtle Beach, South Carolina 29577		

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.



Horry Common Pleas

Case Caption: United States Of America , plaintiff, et al VS Ginger S Smith PRS ,
defendant, et al
Case Number: 2021CP2600252
Type: Master/Order/Foreclosure & Sale and Form 4

So Ordered

s/Alan D. Clemmons 3088 Master in Equity

EXHIBIT B

Jamie Weller

From: Taylor Peace
Sent: Wednesday, August 9, 2023 2:52 PM
To: Jamie Weller; Lisa Snell; Tracy Slice Moore
Subject: FW: 2021CP2600252 and 2021CP2600144 Ruling on Motions to Reconsider

See below.

Thanks,

Taylor A. Peace, Esq.
Harrell, Martin & Peace, P.A.
135 Columbia Avenue (Physical Address)
P.O. Box 1000 (Mailing Address)
Chapin, South Carolina 29036
Telephone: (803) 345-3353
Fax: (803) 345-9171
tpeace@hmp-law.com

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DEBT COLLECTOR: This firm collects debts for mortgage lenders and other creditors. Any information obtained will be used for that purpose. However, if you have previously received a discharge in bankruptcy, this message is not and should not be construed as an attempt to collect a debt, but only as an attempt to enforce a lien.

From: McAllister, Sheri <Mcallister.Sheri@horrycountysc.gov>
Sent: Wednesday, August 9, 2023 2:50 PM
To: Taylor Peace <tpeace@hmp-law.com>
Subject: 2021CP2600252 and 2021CP2600144 Ruling on Motions to Reconsider

Dear Taylor,

Judge Clemmons has issued a ruling on the Motions to Reconsider in the above-referenced foreclosure cases. Please prepare and efile proposed Orders to reflect the court's ruling and include the language below.

Estate of Yvonne Curtis Ingram (2021CP2600252)

Upon weighing the equitable rights of the parties relating to the debt components of interest and property maintenance charges accruing over an extended period of time, the court has determined that the Plaintiff sat upon its right to commence and finalize their foreclosure action. This determination is based upon equitable principles, specifically the doctrine of unclean hands. The court is addressing this issue sua sponte as a matter of public policy due to the Plaintiff's significant delay in initiating and finalizing this foreclosure. The record reflects that Plaintiff has had possession of this property for many years. Plaintiff submitted documentation for monthly maintenance expenses beginning April of 2017. The initial default date on this loan is September 2,

2016 and the foreclosure action was not filed until January 14, 2021 I find that Plaintiffs' interest recovery shall be limited to two years from the date of default, which represents a reasonable period of time within which Plaintiffs could have brought and finalized their foreclosure actions. Under a similar balancing analysis, I find the cost of property maintenance and other property preservation costs should be reduced to fifty percent (50%) of amounts indicated in the respective Affidavits of Debt presented to the court at the May 16, 2023 hearing. Total property maintenance/preservation costs submitted for USDA vs. the Estate of Yvonne Curtis Ingram (2021CP2600252) of \$51,590.58 shall be reduced to \$25,795.29.

USDA vs. Patricia A. White (2021CP2600144)

Upon weighing the equitable rights of the parties relating to the debt components of interest and property maintenance charges accruing over an extended period of time, the court has determined that the Plaintiff sat upon its right to commence and finalize its foreclosure action. This determination is based upon equitable principles, specifically the doctrine of unclean hands. The court is addressing this issue sua sponte as a matter of public policy due to the Plaintiff's significant delay in initiating and finalizing this foreclosure. The record reflects that Plaintiff has had possession of this property for many years. Plaintiff submitted documentation for monthly maintenance expenses beginning February of 2008. The initial default date on this loan is March 26, 2008 and the foreclosure action was not filed until January 12, 2021. I find that Plaintiffs' interest recovery shall be limited to two years from the date of default, which represents a reasonable period of time within which Plaintiffs could have brought and finalized their foreclosure actions. Under a similar balancing analysis, I find the cost of property maintenance and other property preservation costs should be reduced to fifty percent (50%) of amounts indicated in the respective Affidavits of Debt presented to the court at the May 16, 2023 hearing. Total property maintenance/preservation costs submitted for USDA vs. Patricia A. White (2021CP2600144) of \$72,099.05 shall be reduced to \$36,049.53.

Sheri McAllister, J.D. LL.M
Staff Attorney
Horry County Government
Office of the Master in Equity
The Honorable Alan D. Clemmons
P. O. Box 1236, Conway, South Carolina 29528
1301 Second Avenue, Conway, South Carolina 29526
Tel 843.915.7853 | Fax 843.915.6310
mcallister.sheri@horrycountysc.gov | www.horrycountysc.gov
Please note our office closes at noon on Fridays.



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