

RECEIVED

STATE OF SOUTH CAROLINA
COUNTY OF Horry

Sep 07 2023

IN THE COURT OF COMMON PLEAS
A NO.: 2021-CP-26-00144

SC Court of Appeals

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

Plaintiff,

vs.

Patricia A. White a/k/a Patricia Ann White,
and Family Services, Inc.,

Defendants.

**JUDGMENT OF FORECLOSURE
AND ORDER FOR SALE**

(Deficiency Waived)
(Non-Eligible for Loan Modification Under
the Home Affordable Modification
Program)

OR

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

Pursuant to Rule 53 SCRPC, 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 attended by Jamie Anna Weller, Esq. as attorney for the Plaintiff and Thomas D. Kilpatrick as the court appointed Guardian ad litem for Defendant Patricia A. White a/k/a Patricia Anne White. Although Defendant Family Services, Inc. was served with the Notice of Hearing neither it nor a representative appeared at the hearing.

Pursuant to the said 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, Amended Lis Pendens was filed on January 12, 2021, and the Second Amended Lis Pendens was filed on July 13, 2021.
2. The Notice of Right to Foreclosure Intervention was filed on January 12, 2021 and the Amended Notice of Right to Foreclosure Intervention was filed on July 13, 2021.

3. The Summons and Complaint were filed on January 12, 2021 and the Amended Summons and Amended Complaint were filed on July 13, 2021.
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 12, 2021.
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. A Notice of Dismissal as to Defendant the Personal Representative, if any, whose name is unknown, of the Estate of Patricia A. White a/k/a Patricia Ann White; Any Heirs-at-Law or devisees of Patricia A. White a/k/a Patricia Ann White, deceased, their heirs, personal representatives, administrators, successors and assigns, and all other persons or entities entitled to claim through them; all unknown persons or entities with any right, title, estate, interest in or lien upon the real estate described in the complaint herein; 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, incompetent or imprisoned person, or persons under a disability being a class designated as Richard Roe was filed on August 30, 2021.
7. Plaintiff alleges the Note and Mortgage are not subject to modification under the Home Affordable Modification Program (“HMP”) with its formal discontinuance on December 31, 2016.
8. The Defendants were notified of the time, date and place of hearing in this matter, a copy of said notice is filed in this action.
9. Family Services, Inc. has served no Answer or other responsive pleading upon Plaintiff and is now in default.

10. The Defendant Patricia A. White a/k/a Patricia Ann White has filed an Answer, by and through her Guardian Ad Litem, Thomas D. Kilpatrick, Esq., a copy of which has been filed of record.
11. According to the Affidavit filed herein, the Defendant Patricia A. White a/k/a Patricia Ann White is 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.
12. For value received, Defendant Patricia A. White a/k/a Patricia Ann White (“Defendant White”) 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 April 26, 1983, promising thereby to pay to United States of America, acting through the Farmers Home Administration, United States Department of Agriculture the sum of \$39,500.00, upon the terms and conditions set forth therein.
13. To better secure the payment of the Note described above, Defendant White 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 April 26, 1983, (“Mortgage”) covering real property in Horry County. The Mortgage was filed on April 26, 1983, and is of record in the office of the ROD for Horry County in Mortgage Book 827 at Page 761.
14. This Mortgage constitutes a first lien on the subject property.
15. Contemporaneously therewith, Defendant White 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 Defendant White agreed to repay

a subsidy she received as part of the loan transaction represented by the Note and Mortgage as issue.

16. The titleholder of record in and to the subject property as of the filing of the Lis Pendens in this action is Defendant White who is the original mortgagor.
17. Plaintiff is the holder of the Note, Mortgage and Subsidy Agreement by virtue of being the successor to the United States of America, acting through the Farmers Home Administration, United States Department of Agriculture as the result of governmental agency successor, merger, and/or reorganization.
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 has 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.
20. The Plaintiff testified pursuant to the Authority to Testify and Statement of Debt, the amount due and owing on the Note, with interest at the rate provided in the Note, Subsidy, 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	\$52,304.02
b.	Interest from March 26, 2008 through May 16, 2023 at 10.750%	\$85,171.95
c.	Late Charges	\$3,014.85
d.	Subsidy Granted	\$37,328.38

e.	Fees Required with Payoff	\$42,560.51
	o Escrow fees = \$9,061.57	
	o Caretaking fees = \$28,869.84	
	o Paid attorney fees/costs = \$1,949.10	
	o Prior foreclosure costs = \$2,030.00	
	o Appraisal = \$650.00	
f.	Interest on fees	\$17,448.25
g.	Unpaid Attorney's fee	\$875.00
h.	Unpaid Costs of collection prior to hearing	\$125.00
i.	Escrow Retained	-\$417.17
	Total Debt secured by Note and Mortgage, including interest to date shown	\$238,410.79

Per Diem at \$70.21
Interest Rate 10.75%

21. 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.
22. The Court inquired as to the delay in proceeding with the foreclosure in this matter based upon the initial default of March 26, 2008 and the initiation of the within action by the filing of the Summons and Complaint on January 12, 2021.
23. Plaintiff testified the Plaintiff obtained a prior Master's Order and Judgment of Foreclosure and Sale on October 29, 2009, bearing judgment roll no. 2009-CP-26-05057 which expired as a matter of law. The subsequent delay was the result of an appeal on the account pursuant to 7 CFR 3550.4, Plaintiff did not have the congressional budgetary funding approval for foreclosure of the underlying Note and Mortgage for subsequent acceleration, and the moratorium on foreclosures pursuant to the CARES Act issued on March 27, 2020 further delayed commencement of the within action.
24. 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.

25. 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 their foreclosure actions.
26. 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.
27. The Plaintiff is therefore entitled to judgment as follows:

a.	Principal due as of May 16, 2023	\$52,304.02
b.	Interest from March 26, 2008 through March 26, 2010 at 10.750% <i>(reduced to two (2) years of interest from default)</i>	\$11,245.35
c.	Late Charges	\$3,014.85
d.	Subsidy Granted	\$37,328.38
e.	Property Preservation and Interest on Fees	\$30,004.38
f.	Unpaid Attorney's fee	\$875.00
g.	Unpaid Costs of collection prior to hearing	\$125.00
h.	Escrow Retained	-\$417.17
	Total Debt secured by Note and Mortgage, including interest to date shown	\$134,479.81

Per Diem at \$39.61
Interest Rate 10.75%

The Total Debt shall accrue interest at the rate of 10.75% per annum and together with such interest shall constitute the total debt due the Plaintiff, pursuant to S.C. Code §29-3-630.

28. That the Plaintiff is seeking foreclosure of the Mortgage against all Defendants, and its right to a deficiency judgment against Defendant Patricia A. White is expressly waived.

29. Defendant Family Services, Inc. is named as a party herein by virtue of any right, title and/or interest it may have in the property subject of this matter arising out of a mortgage in the amount of \$5,875.00 given by Patricia White, said mortgage being dated May 2, 2007 and recorded in the Office of the Register of Deeds for Horry County on May 3, 2007 in Book 4896 at Page 869. Any interest of Defendant Family Services, Inc. is junior and subordinate 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 Defendant(s) 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 action. 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 Affidavit of Debt presented to the court at the May 16, 2023 hearing.

4. There is due to the Plaintiff on the obligation and Mortgage set forth in the Complaint the sum of \$134,479.81 representing the total debt due Plaintiff as set out in the Findings of Fact *supra*.

5. 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.

6. The amount due in the preceding paragraph (the "Total Debt" as set forth hereinabove) shall accrue interest at the rate of 10.750% per annum and together with such interest shall constitute the total debt due the Plaintiff.

7. 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.

8. 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.

9. 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, 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 thirty (30) 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 \$134,479.81, interest on the principal balance from May 16, 2023, to the date of sale, at the judgment rate of interest of 10.750% per annum at the rate of \$39.61 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 10.750% to compliance

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.

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

11. 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.

12. 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.

13. That Plaintiff shall have judgment of foreclosure.

14. 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.

15. 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.

16. In the event the successful bidder is other than the Defendant 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, SCRCF, 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.

17. 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.

18. The Master in Equity for Horry County, shall direct the Clerk of Court/Register of Deeds to release of record the mortgage lien 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 Patricia A. White to United States of America, acting through the Farmers Home Administration, United States Department of Agriculture dated April 26, 1983, and recorded in the Office of the Clerk of Court/Register of Deeds for Horry County on April 26, 1983, in Book 827 at Page 761.

19. 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), SCRCPP, and hearing any issues involving appraisal proceedings under §29-3-680 et seq of the South Carolina Code of Laws (1976) as amended.

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

ALL AND SINGULAR that certain piece, parcel or tract of land, situate, lying and being in Green Sea Township containing 0.7 acres as shown on a map by S.D. Cox Surveyors dated June 23, 1980 being more specifically described as follows: Beginning at an Iron N running N 59 ° W 136.5' along S.C. Hwy 917; thence to the Top of Iron N running N 28 ° 18' 20" E along the property of L.W. Paul; thence to an Iron N running S 31 ° W 212.03' along a 50' proposed road back to its beginning.

This being the same property conveyed to Patricia Ann White by deed of L.W. Paul Construction Co., Inc. dated April 26, 1983 and recorded April 26, 1983 in Book 791 at Page 247 in the Office of the Register of Deeds for Horry County, South Carolina.

TMS No.: 037-00-01-160
Address: 3470 Hwy 917, Loris, South Carolina 29569

21. The Note and Mortgage are not subject to the Home Affordable Modification Program (“HMP”).

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

23. Plaintiff complied with Administrative Orders 2020-06-30-02 and 2020-05-06-01, as amended by the Honorable Donald W. Beatty, Chief Justice of the South Carolina Supreme Court.

[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-26-00144

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

Patricia A. White a/k/a Patricia Ann White, and Family Services, Inc.,

PLAINTIFF,

DEFENDANTS.

Submitted by: HARRELL, MARTIN & PEACE, P.A. Jamie Anna Weller #105548 Taylor A. Peace #100206 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), SCRCP; Rule 41(a), SCRCP (Vol. Nonsuit); Rule 43(k), SCRCP (Settled); Other _____
 - ACTION STRICKEN (CHECK REASON):** Rule 40(j), SCRCP; 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.

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	Patricia A. White a/k/a Patricia Ann White, and Family Services, Inc.	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.: 037-00-01-160 Address: 3470 Hwy 917, Loris, South Carolina 29569		

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.

[ELECTRONIC SIGNATURE PAGE TO FOLLOW]

For Clerk of Court Office Use Only



Horry Common Pleas

Case Caption: United States Of America , plaintiff, et al VS Patricia A White ,
defendant, et al
Case Number: 2021CP2600144
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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Freedom of Information Act (FOIA). This correspondence is intended exclusively for the individual or entity to which it is addressed and may contain information that is proprietary, privileged, confidential or otherwise legally exempt from disclosure.