

STATE OF SOUTH CAROLINA

COUNTY OF DORCHESTER

U.S. Bank Trust NA as Trustee for Waterfall
Victoria Grantor Trust II, Series G
Plaintiff,

v.

Jamie Singleton and Indigo Pointe
Homeowners' Association,
Defendant(s).

IN THE COURT OF COMMON PLEAS

CA No.: 2011-CP-18-00871

**ORDER GRANTING PLAINTIFF'S
MOTION FOR SUMMARY
JUDGMENT**

RECEIVED

Jan 29 2024

SC Court of Appeals

On October 12, 2022, This Court heard Plaintiff's Motion for Summary Judgment. After consideration of the entire record in this decade old case, specifically including the summary judgment evidence, applicable law, and counsels' arguments, the Court issues the following findings and conclusions. First, the Court summarizes the standards for a grant of summary judgment. Next the Court will discuss its Findings and Conclusions of Law. Finally, the Order follows granting Plaintiff's Motion.

I. SUMMARY JUDGMENT STANDARD

The purpose of summary judgment is to expedite the disposition of cases not requiring the services of a fact finder. *George v. Fabri*, 345 S.C. 440, 452, 548 S.E.2d 868, 874 (S.C. 2001). Summary judgment is appropriate when it is clear from the record that there is no genuine issue of material fact, and the moving party is entitled to judgment as a matter of law pursuant to Rule 56, SCRCP. In determining whether there is any triable fact issue in a case, the evidence and all inferences which can be reasonably drawn from the evidence must be viewed in the light most favorable to the non-moving party. *Silvester v. Spring Valley Country Club*, 344 S.C. 280, 285, 543 S.E.2d 563, 566 (Ct. App. 2001); *Hedgepath v. A.T. & T.*, 348 S.C. 340, 559 S.E.2d 327 (Ct. App. 2001).

Under Rule 56(c), SCRPC, the party seeking summary judgment has the initial burden of demonstrating the absence of a genuine issue of material fact. *Baughman v. American Tel. & Tel. Co.*, 410 S.E.2d 537 (S.C. 1991). With respect to an issue upon which the nonmoving party has the burden of proof, this initial responsibility may be discharged by pointing out to the trial court that there is an absence of evidence to support the nonmoving party's case. *Id.* (citing *Celotex Corp. v. Catrett*, 477 U.S. 317 (1986)). Once the moving party carries its initial burden, the "opposing party must, under Rule 56(e), 'do more than simply show that there is some metaphysical doubt as to the material facts' but 'must come forward with specific facts showing that there is a genuine issue for trial.'" *Id.* (quoting *Matsushita Elec. Indus. Co. v. Zenith Radio Corp.*, 475 U.S. 574, 586-87 (1986)). The party opposing summary judgment cannot simply rest on mere allegations or denials contained in the pleadings. *George v. Empire Fire & Marine Ins. Co.*, 545 S.E.2d 500 (S.C. 2001). More than a mere scintilla of evidence is required to overcome summary judgment. *Bravis v. Dunbar*, 449 S.E.2d 495 (S.C. App. 1994).

II. FINDINGS OF FACT

1. On or about January 4, 2006, Defendant Jamie Singleton ("Defendant" or "Singleton") made, executed, and delivered a certain Adjustable-Rate Note (the "Note") in the principal sum of \$212,000.00, payable in monthly amortized installments, to People's Choice Home Loans, Inc. **Exhibits A and B to Plaintiff's Motion for Summary Judgment ("Plaintiff's Motion").**
2. To secure payment of the Note, Singleton made, executed, and delivered to Mortgage Electronic Registration Systems, Inc., as nominee for People's Choice Home Loans, Inc., its successors and assigns, a certain real estate mortgage (the "Mortgage"), encumbering the property located at 5505 Rowsham Place, North Charleston, South Carolina 29418. **Exhibits A and C to Plaintiff's Motion.**
3. The Mortgage is recorded the Dorchester County Register of Deeds Office. **Exhibit C to Plaintiff's Motion.**
4. The Mortgage secures repayment of the Note described in Paragraph 1 above.
5. The Mortgage is a purchase money first lien on the mortgaged premises. *Id.*
6. Defendant failed to make the January 1, 2010, payment and remained in default of payment thereafter.

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Plaintiff: U.S. Bank Trust NA as Trustee for Waterfall Victoria Grantor Trust II, Series G

Defendants: Jamie Singleton and Indigo Pointe Homeowners' Association,

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7. The failure to pay the note payment when due is a breach of the terms of the Note.
8. Plaintiff's predecessor exercised its right to declare the entire balance plus interest after Singleton failed to pay its Note in accord with its terms. **See, Complaint, and Exhibit D.**
9. Plaintiff claims, as of the date of the hearing, the total due to it of principal, accrued interest, advances, late charges, costs and disbursements, attorneys' fees, and taxes, a total amount of \$552,705.56. **Exhibit D to Plaintiff's Motion.**
10. Plaintiff holds the Note.
11. Plaintiff is a "Person entitled to enforce" the Note and Mortgage because it is the holder of the Note and Mortgage¹. S.C. Code Ann. § 36-3-301. **Exhibit D to Plaintiff's Motion.**
12. The Plaintiff is not a "holder in due course" pursuant to S.C. Code Ann. § 36-3-302.
13. The Plaintiff unnecessarily protracted this litigation by multiple endorsements of the note after the foreclosure suit began. **Exhibit E to Plaintiff's Motion.**
14. The Plaintiff unnecessarily protracted this litigation by multiple allonges of the note after the foreclosure suit began. **Exhibit E to Plaintiff's Motion.**
15. The Plaintiff unnecessarily protracted this litigation by multiple assignments of the mortgage after the foreclosure suit began. **Exhibit E to Plaintiff's Motion.**
16. The Plaintiff unnecessarily protracted this litigation by multiple substitutions of counsel during the foreclosure proceeding. **Exhibit E to Plaintiff's Motion.**
17. The Plaintiff and its predecessors after commencing the foreclosure practiced unfair business policies by repeatedly changing the holder of the note. **Exhibit F to Plaintiff's Motion.**
18. The Plaintiff and its predecessors after commencing the foreclosure practiced unfair business policies by repeatedly transferring servicing rights to the note despite it being in default. **Exhibit F to Plaintiff's Motion.**
19. Plaintiff and its predecessors' repeated transfers of the Note and assignments of the mortgage, together with its transfers of servicing rights are an abuse of its statutory privileges under the South Carolina Uniform Commercial Code (UCC), the purpose of which the Legislature states, in part, "This title must be liberally construed and applied to promote its

¹ An Assignment of Mortgage to the Plaintiff was recorded in the Office of the Register of Deeds for Dorchester County on February 4, 2020, in Book 12313, Page 74.

underlying purposes and policies, which are: (1) to simplify, clarify, and modernize the law governing commercial transactions.” **S.C. Code Ann. § 36-1-103.**

20. The Plaintiff’s post foreclosure actions hardly simplified the purposes and policies of the UCC.

21. The Plaintiff’s post foreclosure actions hardly clarified the purposes and policies of the UCC.

22. While the UCC grants liberal construction to promote its purposes and policies, Plaintiff and its predecessors failed to consider the principal of judicial economy in its quest to foreclose Singleton’s mortgage utterly disregarding not only the rights of the defendant to a fair and speedy resolution to its claim but also disregarding this Court’s resources.

23. With liberal commercial rights and privileges granted by our legislature to businesses that use the commercial benefits of our UCC comes the restraint to act fairly, to simplify commercial transactions, and in this Court’s view, to be mindful of the rights and duties of third parties², such as the Defendant in its commercial transactions. This self-restraint concept requiring parties in commerce to conduct business fairly and in good faith is greatly magnified once litigation is brought because the Court is another “third-party” whose time, talent and limited resources are affected.

24. Plaintiff’s and its predecessors’ actions utterly disregarded this Court resources even transferring the loan to avoid appearing in Court to prosecute its case when it was scheduled to be heard in the summer of 2016.

25. Plaintiff’s exercise of statutorily authorized commercial purposes are tempered by principals of good faith and fair dealing.

26. Plaintiff and its predecessors’ actions during the foreclosure process failed to exhibit good faith.

27. Plaintiff and its predecessors’ actions during the foreclosure process failed to exhibit fair dealing.

² I am reminded of the following teaching, which the decision-makers who work for the entities such as the Plaintiff should take heed of the Biblical principal found in Luke 12:48, where the following teaching is found: “For unto whomsoever much is given, of him shall be much required: and to whom men have committed much, of him they will ask the more.” KJV.(My Emphasis).

28. The Plaintiff even lost the Note during the course of the litigation. **Defendant's Bellanti Depo #1, page 50, lines 15-22.**

29. The Plaintiff found the Note prompting additional discovery by the Defendant that took place in the offices of Defendant's counsel in Florida. **Exhibit A to Plaintiff's Motion Defendant's Deposition.**

30. The Plaintiff's holds a lien on the real property of the Defendant.

31. The Defendant owes a debt to the Plaintiff. **Exhibit D to Plaintiff's Motion Defendant's Deposition.**

32. The Plaintiff and its predecessors' actions during the foreclosure require this Court to invoke its equitable powers to prevent injustice to the Defendant.

III. CONCLUSIONS OF LAW

33. Generally, the party seeking foreclosure has the burden of establishing the existence of the debt and the mortgagor's default on that debt. *U.S. Bank Trust Nat'l Ass'n v. Bell*, 385 S.C. 364, 374, 684 S.E.2d 199, 204 (Ct. App. 2009) Once the debt and default have been established, the mortgagor has the burden of establishing a defense to foreclosure such as lack of consideration, payment, or accord and satisfaction. *Id.* at 374-75, 684 S.E.2d at 205.

34. In the present case, Singleton admitted, through deposition testimony, the debt's validity, and his payment default. Accordingly, Plaintiff established *prima facie* case for foreclosure and sale of the reap property subject to the lien of the mortgage.

35. The burden shifted to the Defendant to present specific facts that show there is a genuine issue of material fact remaining for trial. *Sides v. Greenville Hosp. Sys.*, 362 S.C. 250, 255, 607 S.E.2d 362, 364 (Ct. App. 2004). "[A]ssertions as to liability must be more than mere bald allegations made by the non-moving party in order to create a genuine issue of material fact." *Jackson v. Bermuda Sands, Inc.*, 383 S.C. 11, 17, 677 S.E.2d 612, 616 (Ct. App. 2009).

36. Defendant asserted several defenses to this foreclosure action; however, the Defendant failed to provide any material facts in support of any defense that prevents this Court from granting summary judgment to Plaintiff.

37. Defendant argued that Plaintiff lacks ownership of the Mortgage and thus lacked standing to sue in this case. Defendant's argument fails. Plaintiff proved it holds of the Note. See, "[T]he assignment of a note secured by a mortgage carries with it an assignment of the mortgage, but ... the assignment of the mortgage alone does not carry with it an assignment of the note." *Hahn v. Smith*, 157 S.C. 157, 167, 154 S.E. 112, 115 (1930); see also *Ballou v. Young*, 42 S.C. 170, 176, 20 S.E. 84, 85 (1894) ("The transfer of a note carries with it a mortgage given to secure payment of such note.") *Bank of Am., N.A. v. Draper*, 405 S.C. 214, 220, 746 S.E.2d 478, 481, 2013 WL 2422875 (Ct. App. 2013).

38. As holder of the Mortgage Plaintiff has the right to enforce the Note and foreclose the mortgaged property. *Id.* S.C. Code Ann. § 36-3-301.

39. "Standing refers to a party's right to make a legal claim or seek judicial enforcement of a duty or right." *Powell ex rel. Kelley v. Bank of Am.*, 379 S.C. 437, 444, 665 S.E.2d 237, 241 (Ct. App. 2008) (alteration and internal quotation marks omitted). "Standing is ... that concept of justiciability that is concerned with whether a particular person may raise legal arguments or claims." *Id.* (alteration in original) (internal quotation marks omitted). "It concerns an individual's sufficient interest in the outcome of the litigation to warrant consideration of [the person's] position by a court." *Id.* (alteration in original) (internal quotation marks omitted). "Standing is a fundamental requirement for instituting an action." *Brock v. Bennett*, 313 S.C. 513, 519, 443 S.E.2d 409, 412 (Ct. App. 1994).

40. “Generally, a party must be a real party in interest to the litigation to have standing.” *Hill v. S.C. Dep’t of Health & Env’t Control*, 389 S.C. 1, 22, 698 S.E.2d 612, 623 (S.C.

2010) (internal quotation marks omitted). “A real party in interest for purposes of standing is a party with a real, material, or substantial interest in the outcome of the litigation.” *Id.* (internal quotation marks omitted).

41. Rule 17(a), SCRCP, requires that every action be prosecuted “in the name of the real party in interest.” The South Carolina rule is patterned after the comparable federal rule, which has been regarded as embodying the concept that an action shall be prosecuted “in the name of the party who, by the substantive law, has the right sought to be enforced.” It is ownership of the right sought to be enforced which qualifies one as a real party in interest, rather than absolute ownership of specific property. *See* 4 S.C. Jur. *Action* § 23 (1991) (footnotes omitted). “The requirement of standing is not an inflexible one.” *Sloan v. Sch. Dist. Of Greenville Cnty.*, 342 S.C. 515, 524, 537 S.E.2d 299, 304 (Ct. App. 2000) (internal quotation marks omitted).

42. South Carolina courts hold that the holder of a note or mortgage is entitled to bring an action to foreclose upon a mortgage. In *Bank of America, N.A. v. Draper*, 405 S.C. 214, 746 S.E.2d 478 (Ct. App. 2013), the appellate court affirmed a trial court’s order granting summary judgment to a plaintiff who obtained the note via transfer.

43. Regarding “who” is entitled to enforce a debt instrument, the *Draper* court cited Section 36-3-301 of the South Carolina Code (Supp. 2012), which provides:

“Person entitled to enforce” an instrument means (i) the holder of the instrument, (ii) a nonholder in possession of the instrument who has the rights of a holder, or (iii) a person not in possession of the instrument who is entitled to enforce the instrument pursuant to Section 36-3-309 or 36-3-418(d). A person may be a person

entitled to enforce the instrument even though the person is not the owner of the instrument or is in wrongful possession of the instrument.

44. The *Draper* court ruled that, for purposes of standing, a holder is a person in possession of an instrument drawn, issued, transferred, or indorsed to him. *Id.* (citing S.C. Code Ann. § 36-1-201(20) (2003)). “[A]n instrument is paid to the extent payment is made by or on behalf of a party obliged to pay the instrument, and to a person entitled to enforce the instrument.” S.C. Code Ann. § 36-3-602(a) (Supp. 2012).

45. In *Draper*, plaintiff produced copies (not originals) of a note and mortgage and was determined to be the holder of the debt instruments, with proper standing, when it filed the foreclosure action. The appellate court ruled that plaintiff’s evidence satisfactorily established that it was the holder of the note and had standing to foreclose, and therefore, held that the master did not err in granting summary judgment. *Draper*, 405 S.C. 214, 222, 746 S.E.2d 478, 482.

46. In the present case, Plaintiff proved through uncontested Affidavit that it was the holder of the Note by virtue of a transfer from Wilmington Savings Fund Society, FSB d/b/a Christiana Trust, not in its individual capacity but solely in its capacity as Certificate Trustee for NNPL Trust Series 2012-1.

47. In addition, Plaintiff proved by public record an assignment of mortgage from Wilmington Savings Fund Society, FSB d/b/a Christiana Trust, not in its individual capacity but solely in its capacity as Certificate Trustee for NNPL Trust Series 2012-1, filed as an Assignment of Mortgage recorded in the Office of the Register of Deeds for Dorchester County on February 4, 2020, in Book 12313, Page 74. **Exhibit E to Plaintiff’s Motion.**

48. Like *Draper*, this undisputed evidence is sufficient to show that Plaintiff is the holder of the Note and Mortgage with standing to foreclose.

49. Defendant's conclusory assertion that Plaintiff is not the "owner" of the Note or Mortgage does not create a genuine issue of material fact.

50. Defendant abandoned its argument of waiver and laches by failing to raise it at the summary judgment hearing. In any case, this argument has no merit and Defendant has no evidence to support it.

51. The equitable doctrine of laches is equivalent to the legal doctrine of waiver, which is the "voluntary and intentional relinquishment or abandonment of a known right." *Strickland v. Strickland*, 375 S.C. 76, 85, 650 S.E.2d 465, 470 (S.C. 2007) (quoting *Parker v. Parker*, 313 S.C. 482, 487, 443 S.E.2d 388, 391 (S.C. 1994))." Both laches and waiver require a party to have (1) known of a right, and (2) known that the party was abandoning that right." *Id.* at 85, 650 S.E.2d at 470-71. The party seeking to establish waiver or laches has the burden of proof. *SPUR at Williams Brice Owners Ass'n v. Lalla*, 415 S.C. 72, 91, 781 S.E.2d 115, 125 (Ct. App. 2015); *King v. James*, 388 S.C. 16, 28, 694 S.E.2d 35, 41 (Ct. App. 2010). The record in this case is devoid of any evidence that Plaintiff abandoned any rights it has in the Note or Mortgage at any point. Accordingly, there is no material issue of fact presented by Defendant that prevents summary judgment.

52. Defendant argued that Plaintiff brought this case with "unclean hands" and has failed to "act in good faith" with regards to the Administrative Order re: Mortgage Foreclosures dated May 2, 2011, by "offering Defendant a 'take it or leave it' mortgage modification offer." *See* Defendant's Answer, Counterclaim and Crossclaims, ¶ 35. Defendant was questioned

extensively at his deposition about these defenses and offered no evidence in support of his claims. **Exhibit A to Plaintiff's Motion.** No genuine issue of material fact exists concerning these defenses, and summary judgment should not be denied on this basis.

53. Defendant abandoned its argument on separation of the mortgage and note by failing to raise it at the summary judgment hearing. Nevertheless, the Court finds that this defense is insufficient to withstand summary judgment. Defendant argues that “the note and mortgage have been split forever.” *See* Defendant’s Answer, Counterclaim and Crossclaims, ¶ 18. The record is devoid of evidence to support this allegation. It is well established that a party pleading an affirmative defense has the burden of proving it. *Pike v. South Carolina Dep’t of Transp.*, 343 S.C. 224, 540 S.E.2d 87 (S.C. 2000); *Hoffman v. County of Greenville*, 242 S.C. 34, 129 S.E.2d 757 (S.C. 1963). “When a defendant interposes an affirmative defense, he becomes as to that matter the actor in the suit, and the burden of proof rests upon him to establish his affirmative defense by the preponderance of the evidence.” *Lorick & Lowrance, Inc. v. Julius H. Walker & Co.*, 153 S.C. 309, 318, 150 S.E. 789, 792 (S.C. 1929). A party opposing a properly supported motion for summary judgment, however, may not rest on the mere allegations or denials of his pleading, but must set forth or point to specific facts showing that there is a genuine issue of material fact. In the present case, Defendant has no evidence to support his allegation, and certainly has no evidence to establish a genuine issue of material fact to overcome summary judgment in favor of Plaintiff.

54. Defendant argued in its pleadings that because a previous holder of the Note and Mortgage filed a foreclosure case, and did not seek a deficiency judgment, the present Plaintiff is estopped from claiming a deficiency. Defendant failed to preserve this argument by offering no

evidence at the summary judgment stage to support it. However, there was not even a scintilla of evidence submitted to support this argument, so it also must fail.

55. Judicial estoppel is an equitable concept that prevents a litigant from asserting a position inconsistent with, or in conflict with, one the litigant has previously asserted in the same or related proceeding. *Colleton Reg. Hosp. v. MRS Med. Rev. Sys.*, 866 F. Supp. 896, 900 (D.S.C. 1994). The doctrine's purpose is to ensure judicial process integrity, not to protect parties from allegedly dishonest conduct by their adversary. *Hawkins v. Bruno Yacht Sales*, 353 S.C. 31, 42, 577 S.E.2d 202, 208 (S.C. 2003).

56. Under South Carolina law, a party must prove each of the following five elements for judicial estoppel to apply: (1) two inconsistent positions taken by the same party or parties in privity with one another; (2) the positions must be taken in the same or related proceedings involving the same party or parties in privity with each other; (3) the party taking the position must have been successful in maintaining that position and have received some benefit; (4) the inconsistency must be part of an intentional effort to mislead the court; and (5) the two positions must be totally inconsistent. *Cothran v. Brown*, 357 S.C. 210, 592 S.E.2d 629 (S.C. 2004).

57. In the present case, there is no evidence before the Court that any previous holder of the Note and Mortgage (1) was successful in maintaining a position on deficiency, (2) received any benefit therefrom, or (3) intentionally misled any court. Accordingly, any defense based upon judicial estoppel is ineffective to overcome summary judgment.

58. "The courts have uniformly applied the principle of equitable set-off with great liberality to prevent injustice even in the cases where elements requisite to legal set-off have been lacking.

The facts indicating the injustice of denying the insurance company a set-off in the present case

have been sufficiently presented. The facts warrant the allowance of a set-off even if it should be conceded, as it is not, that there was no strict mutuality of demands. The courts have repeatedly held that the absence of strict mutuality does not prevent the allowance of an equitable set-off, where justice demands it.” *Falconer v. Powe*, Bailey Eq. 156; *Edwards v. Williams*, 39 S. C. 86, 17 S. E. 457; *Scott v. Armstrong*, 146 U. S. 499, 13 S. Ct. 148, 36 L. Ed. 1059; *Merrill v. Cape Ann Granite Co.*, 161 Mass. 212, 36 N. E. 797, 23 L. R. A. 313; *Hughitt v. Hayes*, 136 N. Y. 163, 32 N. E. 706.

59. Plaintiff claims, as of the date of the hearing, the total due to it of principal, accrued interest, advances, late charges, costs and disbursements, attorneys’ fees, and taxes, a total amount of \$552,705.56.

60. This Court concludes that it should exercise its equitable power to set off the amount due to the extent the Plaintiff is asserting a right to accrued interest and attorneys’ fees and cost.

61. Hence, this Court concludes the Defendant owes \$552,705.56 equitable offset by the total interest of \$278,102.34.

62. The Plaintiff failed to establish reasonableness of the escrow by failing to itemize what constitutes the escrow charges

63. The Plaintiff’s “Escrow” charge is denied.

64. The Plaintiff failed to establish the reasonableness of its “corporate advances.”

65. The Plaintiff’s “Corporate Advances” are denied.

66. The total of “Escrow Charges” and Corporate Advances” of \$67,213.56 is denied.

67. The Court concludes each party shall pay their respective attorneys’ fees and costs.

68. The Court concludes that the Total Debt due the Plaintiff is Two Hundred Seven Thousand Three Hundred Eighty-nine And 66/100 Dollars (\$207,389.66).

69. The Court grants Plaintiff's Motion for Summary Judgment of foreclosure of the mortgage and the mortgaged property should be ordered sold at public auction after due advertisement. NOW, THEREFORE IT IS

70. ORDERED, ADJUDGED AND DECREED that the Plaintiff's Motion for Summary Judgment is granted; and further it is

71. ORDERED, ADJUDGED AND DECREED the Defendant shall pay the Plaintiff on the Note the sum of Two Hundred Seven Thousand Three Hundred Eighty-nine And 66/100 Dollars (\$207,389.66) representing the "Total Debt" due Plaintiff. Interest on the Judgment shall accrue at the rate of 10.45% per annum as set forth in the Note. And further it is

72. ORDERED, ADJUDGED AND DECREED that the amount due, the sum of Two Hundred Seven Thousand Three Hundred Eighty-nine And 66/100 Dollars (\$207,389.66) shall constitute the total judgment debt due the Plaintiff and shall bear interest hereafter at the rate of 10.45% per annum. And further it is

73. ORDERED, ADJUDGED AND DECREED That the Defendants liable for the aforesaid mortgage debt shall, on or before the date of sale of the property hereinafter described, pay to the Plaintiff, or Plaintiff's attorney the amount of Plaintiff's Judgment together with interest from the date of this Order to the date of the designated payoff. And further it is

74. ORDERED, ADJUDGED AND DECREED that on default of payment at or before the date of the sale, which shall be requested by the Plaintiff, or in the absence of a request within thirty (30) days of this Order shall be scheduled by the Court, the mortgaged premises described

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in the Complaint shall be sold by this Court at public auction at 5200 E. Jim Bilton Blvd.,
Dorchester County Courthouse, Dorchester County, South Carolina, on some convenient sales
day hereafter, on the following terms, that is to say:

FOR CASH (i.e., by Bank Certified Funds): The Master-in-Equity will require a
deposit of Five percent (5%) on the amount of the bid at the time of the sale. This deposit
will be applied on the purchase price only upon compliance with the bid. But in case of
non-compliance within Thirty (30) days the deposit shall be forfeited and applied to the
Plaintiff's judgment debt. Interest on the balance of the bid shall be paid to the day of
compliance at the rate of 10.45% percent per annum. And further it is

75. ORDERED, ADJUDGED AND DECREED that notwithstanding the foregoing, if the
Plaintiff or the Plaintiff's representative does not appear at the scheduled sale of the property,
then the sale of the property will be null, void and of no force and effect. In such event, the sale
will be rescheduled for the next available sales day. And further it is

76. ORDERED, ADJUDGED AND DECREED that the sale shall be subject to taxes and
assessments, existing easements and easements and restrictions of record. And further it is

77. ORDERED, ADJUDGED AND DECREED that the Mortgage described herein
constitutes a purchase money first lien priority mortgage on the subject property. And further it is

78. ORDERED, ADJUDGED AND DECREED that the Purchaser is to pay for the deed
preparation, for Deed Stamps and costs of recording the Deed. And further it is

79. ORDERED, ADJUDGED AND DECREED that if the successful bidder is a third party
other than the Plaintiff, interest on the balance of the bid shall be paid to the date of compliance
at the rate of 10.45% per annum. And further it is

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80. ORDERED, ADJUDGED AND DECREED that if Plaintiff is the successful bidder at the said sale, Plaintiff may pay to the undersigned Master-in-Equity only the sales commission, the amount of the costs and expenses. The Plaintiff shall, therefore, be credited the balance of the bid on the judgment debt. And further it is

81. ORDERED, ADJUDGED AND DECREED that a personal or deficiency judgment having not been waived, the bidding will remain open after the date of sale for a period of thirty (30) days whereupon this Court shall re-open the bid to knock down the bid to the highest bid amount. And further it is

82. ORDERED, ADJUDGED AND DECREED that that the Master-in-Equity 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 Thirty (30) days after date of sale, then the Master-in-Equity 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. And further it is

83. ORDERED, ADJUDGED AND DECREED that the Master-in-Equity will apply the proceeds of the sale as follows: To the payment to the Plaintiff or Plaintiff's attorney, of the amount of Plaintiff's judgment debt and interest, or so much thereof as the purchase money will pay on the same. And further it is

84. ORDERED, ADJUDGED AND DECREED any surplus will be held pending further order of the court. And it is further

85. ORDERED, ADJUDGED AND DECREED that in the event the successful bidder to whom the deed of conveyance has been issued subsequent to the sale is other than the Defendant in possession, the Sheriff of Dorchester County is ordered and directed to eject and remove from the premises the occupants of 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.. Service of any writ, rule, or other order issued by this Court concerning ejectment or removal shall be personal but if after reasonable attempts to personally serve is not able to be accomplished this Court deems service is sufficient if performed by posting at the premises in some conspicuous place with proof thereof being similar in form to that required for service of process. Thus, service upon the Defendant of a Writ of Assistance is sufficient for ejectment and removal if made by posting a copy of the Writ of Assistance at the premises. And it is further

86. ORDERED, ADJUDGED AND DECREED that the Defendant and all persons whomsoever claiming under him shall be forever barred and foreclosed of all right, title, interest, equity and right of redemption in the mortgaged premises so sold. And it is further

87. ORDERED, ADJUDGED AND DECREED that any prior lien that has been paid in full is hereby satisfied and canceled of record. And it is further

88. ORDERED, ADJUDGED AND DECREED that the Deed of conveyance made pursuant to the sale shall contain the names of only the Plaintiff and the first named Defendant. and the name of the Grantee, and the Recorder of Deeds is authorized to omit from the indices pertaining to such conveyance the names of all parties not contained in said Deed. And it is further

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89. ORDERED, ADJUDGED AND DECREED the Master-in-Equity will retain jurisdiction to do all necessary acts incident to this foreclosure including, but not limited to, the issuance of a Writ of Assistance. And it is further

90. ORDERED, ADJUDGED AND DECREED upon issuance of a Master-in-Equity Report on Sale and Disbursements, the Register of Deeds - Dorchester County is directed to release of record the mortgage lien being foreclosed. The Mortgage is described, as follows:

The Mortgage Jamie Singleton made, executed, and delivered unto Mortgage Electronic Registration Systems, Inc., as nominee for People's Choice Home Loan, Inc., its successors and assigns. January 12, 2006, the Mortgagee recorded the Mortgage in the ROD for Dorchester County. The Mortgage is found in Mortgage Book 5142 at Page 168.

The following property description of the premises to be sold is:

All that certain piece, parcel or lot of land, situate, lying and being in the City of North Charleston, County of Dorchester, State of South Carolina and shown and designated as Lot 69, on a Plat of Indigo Point At Indigo Fields Subdivision, Phase V-A, located in the City of North Charleston, Dorchester County, South Carolina, prepared by Trico Engineering Consultants, Inc., on February 1, 1999, revised February 16, 1999 and recorded in the RMC Office for Dorchester County on March 15, 1999 in Plat Book J at Page 128. Said lot having such size, shape, dimensions, buttings and boundings as will by reference to said plat more fully appear.

This being the identical property conveyed to Jamie Singleton by deed of James D. Wilson dated January 4, 2006 and recorded January 12, 2006 in Book 5142 at Page 165 in the Office of the Register of Mesne Conveyance for Dorchester County.

Property Address: 5505 Rowsham Pl, North Charleston, SC 29418
TMS# 181-10-06-037-000

THUS, IT IS SO ORDERED!!

JUDGE'S SIGNATURE PAGE TO FOLLOW



Dorchester Common Pleas

Case Caption: Wilmington Savings Fund Society FSB , plaintiff, et al VS Jamie Singleton , defendant, et al

Case Number: 2011CP1800871

Type: Master/Order/Other

So Ordered

s/James E. Chellis, Master in Equity, SCJD#3078