

RECEIVED

Mar 08 2024

SC Court of Appeals

THE STATE OF SOUTH CAROLINA
IN THE COURT OF APPEALS

APPEAL FROM HORRY COUNTY
ALAN D. CLEMMONS, MASTER-IN-EQUITY

Appellate Case No. 2023-001419
Lower Court Case No. 2021-CP-26-00144

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

v.

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

RECORD ON APPEAL

Taylor A. Peace, Esquire
Jamie Anna Weller, Esquire
135 Columbia Avenue (Physical
Address)
P.O. Box 1000 (Mailing Address)
Chapin, South Carolina 29036
Phone: (803) 345-3353
tpeace@hmp-law.com
jweller@hmp-law.com
*Attorneys for Appellant United
States of America acting through
the Rural Housing Service or
successor agency, United States
Department of Agriculture*

**STATE OF SOUTH CAROLINA
IN THE COURT OF APPEALS**

**APPEAL FROM HORRY COUNTY
ALAN D. CLEMMONS, MASTER-IN-EQUITY**

**Appellate Case No. 2023-001419
Lower Court Case No. 2021-CP-26-00144**

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

v.

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

INDEX of the RECORD ON APPEAL

Orders and Decisions

Judgment of Foreclosure and Order for sale filed June 2, 2023.	4
Order Denying Motion to Reconsider, Alter or Amend filed September 8, 2023.	20

Pleadings

Lis Pendens filed October 28, 2020.	23
Amended Lis Pendens filed January 12, 2021.	25
Notice of Right to Foreclosure Intervention filed January 12, 2021.	27
Summons and Complaint with exhibits filed January 12, 2021.	30
Certificate of Compliance with the Coronavirus Aid, Relief and Economic Security Act filed January 12, 2021.	47
Second Amended Lis Pendens filed July 13, 2021.	49
Amended Notice of Right to Foreclosure Intervention filed July 13, 2021.	51

Amended Summons and Complaint with exhibits filed July 13, 2021.	55
The Affidavit of Service for Patricia A. White filed August 30, 2021.	73
Affidavit of Service for Family Services, Inc. on January 25, 2021.	74
Motion to Appoint Guardian ad Litem for Patricia A. White filed September 16, 2021.	75
Amended Motion to Appoint Guardian ad Litem for Patricia A. White filed November 29, 2021.	77
Notice of Hearing on Motion to Appoint Guardian ad Litem filed May 20, 2022.	79
Form 4 Granting Motion to Appoint Guardian ad Litem filed June 14, 2022.	81
Order Appointing Guardian ad Litem filed June 15, 2022.	86
Order of Reference filed September 16, 2022.	87
Affidavit of Default as to Family Services, Inc. filed September 19, 2022.	90
Affidavit of Non-Military Service filed September 19, 2022.	91
Answer of Guardian ad Litem filed February 16, 2023.	94
Notice of Hearing and Service filed February 17, 2023.	96
Affidavit of Attorney Fees filed March 14, 2023	99
Affidavit of Debt and Authority to Testify with exhibits filed March 14, 2023.	101
Notice of Hearing and Service filed April 18, 2023.	115
Affidavit of Attorney fees filed May 15, 2023.	118
Foreclosure Exhibits filed May 15, 2023.	121
Motion to Reconsider filed June 12, 2023.	150
Memorandum in Support of Motion to Reconsider filed June 30, 2023.	153

Transcripts and Records of Hearing

Webex video file of hearing held May 16, 2023 at 10:00 a.m.	162
Audio Transcription of Hearing before Judge Alan Clemmons of hearing held May 16, 2023 at 10:00 a.m.	163
Record of Hearing filed June 2, 2023.	188

Other Documents

Various email correspondence by and between Appellant’s counsel and Office of the Horry County Master-in-Equity	196
--	-----

Certification of Counsel

Certification of Counsel.....	238
-------------------------------	-----

STATE OF SOUTH CAROLINA
COUNTY OF HORRY

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

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, SCRPC, 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), SCRCF, 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,

PLAINTIFF,

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

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: ☒ Plaintiff ☐ Defendant or ☐ Self-Represented Litigant
--	---

DISPOSITION TYPE (CHECK ONE):

- ☐ **JURY VERDICT.** This action came before the court for a trial by jury. The issues have been tried and a verdict rendered.
- ☒ **DECISION BY THE COURT.** This action came to trial/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

This judgment was entered on the _____ day of _____, 20____, and a copy mailed first class or placed in the appropriate attorney's box on this _____ day of _____, 20____ to attorneys of record or to parties (when appearing *pro se*) as follows:

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(S) FOR THE PLAINTIFF(S)	Patricia A. White a/k/a Patricia Ann White c/o Thomas D. Kilpatrick, Esq. 2512 Devine St. Columbia, South Carolina 29205 Family Services, Inc. 8084 Rivers Avenue, Suite 100 North Charleston, South Carolina 29406 ATTORNEY(S) FOR THE DEFENDANT(S)
--	---

CLERK OF COURT

Court Reporter:

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

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

This image shows a single sheet of white paper with horizontal ruling lines. The lines are evenly spaced and run across the width of the page. There are no margins, text, or other markings on the paper.



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

Electronically signed on 2023-06-02 11:36:35 page 16 of 16

ELECTRONICALLY FILED - 2023 Jun 02 2:29 PM - HORRY - COMMON PLEAS - CASE#2021CP2600144

ROA019

STATE OF SOUTH CAROLINA

IN THE COURT OF COMMON PLEAS

COUNTY OF HORRY

C/A NO.: 2021-CP-26-00144

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.

**ORDER DENYING MOTION TO
RECONSIDER, ALTER OR AMEND**

THIS MATTER came before the Court on motion (“Motion”) of Plaintiff United States of America, acting through the Rural Housing Service, or successor agency, United States Department of Agriculture (“Plaintiff”) pursuant to Rule 59(e) SCRCF, for an order altering or amending and/or reconsidering the Court’s rulings in its Judgment of Foreclosure and Order for Sale filed June 2, 2023.

Upon review of the Motion, Memorandum of Law filed in support thereof, affidavits, and the pleadings in this matter, the Motion is denied on the following grounds:

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.

[MASTER IN EQUITY ELECTRONIC SIGNATURE PAGE TO FOLLOW]



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/Other

So Ordered

s/Alan D. Clemmons 3088 Master in Equity

Electronically signed on 2023-09-08 09:04:09 page 3 of 3

STATE OF SOUTH CAROLINA

IN THE COURT OF COMMON PLEAS

COUNTY OF HORRY

C/A NO.: 2020-LP-26-_____

UNITED STATES OF AMERICA ACTING
THROUGH THE RURAL HOUSING
SERVICE OR SUCCESSOR AGENCY,
UNITED STATES DEPARTMENT OF
AGRICULTURE,

LIS PENDENS

Plaintiff,

vs.

PATRICIA A. WHITE A/K/A PATRICIA
ANN WHITE,

Defendant.

NOTICE IS HEREBY GIVEN that an action will be commenced within twenty (20) days of the filing of this Notice upon Complaint of the above-named Plaintiff against the above-named Defendant for the foreclosure of a Mortgage dated April 26, 1983, given by Patricia A. White a/k/a Patricia Ann White ("Mortgage"), said Mortgage having been recorded in the Office of the Clerk of Court or Register of Deeds for Horry County on April 26, 1983, in Book 827 at Page 761. The said mortgaged premises affected by the foreclosure is situate in Horry County, in the State of South Carolina, and described in said Mortgage as follows:

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.

BEING the same property conveyed to Patricia A. White by deed of L. W. Paul Construction Company, Inc., dated April 26, 1983 in the Office of the Clerk of Court for Horry County in Deed Book 791 at Page 247.

TMS No.: 15606020004

Address: 3470 Highway 917, Loris, South Carolina 29569

HARRELL, MARTIN & PEACE, P.A.

s/ Taylor A. Peace

Donald W. Tyler #5664

Taylor A. Peace #100206

135 Columbia Avenue

Post Office Box 1000

Chapin, South Carolina 29036

(803) 345-3353

ATTORNEY FOR PLAINTIFF

Chapin, South Carolina
October 28, 2020

STATE OF SOUTH CAROLINA

IN THE COURT OF COMMON PLEAS

COUNTY OF HORRY

C/A NO.: 2020-CP-26-00750

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.

**AMENDED
LIS PENDENS**

(Original Lis Pendens filed October 28, 2020 as
2020-LP-26-00750)

NOTICE IS HEREBY GIVEN that an action will be commenced within twenty (20) days of the filing of this Notice upon Complaint of the above-named Plaintiff against the above-named Defendants for the foreclosure of a Mortgage dated April 26, 1983, given by Patricia A. White ("Mortgage"), said Mortgage having been recorded in the Office of the Clerk of Court or Register of Deeds for Horry County on April 26, 1983, in Book 827 at Page 761. The said mortgaged premises affected by the foreclosure are situate in Horry County, in the State of South Carolina, and described in said Mortgages as follows:

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 degrees W 136.5' along S.C. Hwy 917; thence to the Top of Iron N running N 28 degrees 18' 20" E along the property of L.W. Paul; thence to an Iron N running S 31 degrees 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 Highway 917, Loris, South Carolina 29569

HARRELL, MARTIN & PEACE, P.A.

s/ Taylor A. Peace

Taylor A. Peace #100206

135 Columbia Avenue

Post Office Box 1000

Chapin, South Carolina 29036

(803) 345-3353

ATTORNEY FOR PLAINTIFF

Chapin, South Carolina
January 12, 2021

STATE OF SOUTH CAROLINA

IN THE COURT OF COMMON PLEAS

COUNTY OF HORRY

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

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.

NOTICE OF RIGHT TO FORECLOSURE INTERVENTION

TO THE MORTGAGOR(S)¹ ABOVE-NAMED:

YOU ARE NOTIFIED THAT pursuant to South Carolina Supreme Court Administrative Order 2011-05-02-01, you may be eligible for foreclosure intervention, for the purpose of resolving this foreclosure action. If you wish to be considered for foreclosure intervention, you **MUST**, within thirty (30) days of service of this Notice upon you do the following:

1. **Fully complete** the form attached hereto as Exhibit "A."
2. **Return the completed form, TOGETHER WITH any information or data pertaining to the loan secured by the mortgage upon your personal residence, foreclosure of which is the subject of this action, or personal circumstance you wish the Mortgagee (i.e., the Plaintiff) to consider** to Plaintiff's attorneys: Harrell, Martin & Peace, P.A., Post Office Box 1000, Chapin, South Carolina 29036.

PLEASE NOTE that **with respect to foreclosure intervention**, you must communicate in writing or via email with the Plaintiff through its attorneys, Harrell, Martin & Peace, P.A.

PLEASE ALSO NOTE that Harrell, Martin & Peace, P.A., represents the Plaintiff in this action, does **not** represent you, and are prohibited from giving you legal advice.

¹ For the purposes of this Notice, "Mortgagor" includes every owner, mortgagor and debtor(s) under the Note and Mortgage that is the subject of this action.

***THIS COMMUNICATION IS AN ATTEMPT TO COLLECT A DEBT, ANY
INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE.***

**IF YOU FAIL, REFUSE, OR VOLUNTARILY ELECT NOT TO PARTICIPATE
IN FORECLOSURE INTERVENTION, THE FORECLOSURE ACTION MAY
PROCEED.**

HARRELL, MARTIN & PEACE, P.A.

s/ Taylor A. Peace

Taylor A. Peace #100206

135 Columbia Avenue

Post Office Box 1000

Chapin, South Carolina 29036

(803) 345-3353

ATTORNEY FOR PLAINTIFF

Chapin, South Carolina
January 12, 2021

EXHIBIT "A" TO NOTICE OF RIGHT TO FORECLOSURE INTERVENTION

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

vs.

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

Case Number: 2021-CP-26-_____

This document is exchanged exclusively for the purpose of foreclosure intervention pursuant to S.C. Supreme Court Administrative Order 2011-05-02-01.

Complete the following information and provide same to Harrell, Martin & Peace, P.A., Post Office Box 1000, Chapin, South Carolina 29036, within thirty (30) days of service of the Notice of Right to Foreclosure Intervention:

Name: _____

Address: _____

***Please return a copy of photo-identification and a utility bill in your name.*

Loan Number: _____

Property Address: 3470 Highway 917, Loris, SC 29569

Do you occupy the above property? ☐ Yes ☐ No

Home Phone: (____) _____ - _____

Cell Phone: (____) _____ - _____

Work Phone: (____) _____ - _____

May we contact you at work? ☐ Yes ☐ No

Best time to contact you by phone: _____

E-mail address: _____@_____

May we communicate with you by e-mail? ☐ Yes ☐ No

Return completed form to: HARRELL, MARTIN & PEACE, P.A.
Post Office Box 1000
Chapin, South Carolina 29036

Signature: _____
Name Printed: _____

Date: _____

Signature: _____
Name Printed: _____

Date: _____

STATE OF SOUTH CAROLINA

IN THE COURT OF COMMON PLEAS

COUNTY OF HORRY

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

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.

SUMMONS

(Non-Jury)

(Foreclosure)

(Deficiency Waived)

TO THE DEFENDANT(S) ABOVE NAMED:

***THIS COMMUNICATION IS AN ATTEMPT TO COLLECT A DEBT, ANY
INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE.***

YOU ARE HEREBY SUMMONED and required to appear and defend by answering the Complaint in this action, a copy of which is hereby served upon you, and to serve a copy of your Answer on the subscribers at their offices, 135 Columbia Avenue, PO Box 1000, Chapin, South Carolina 29036, within thirty (30) days after the service hereof, exclusive of the day of such service; except that the United States of America, if named, shall have sixty (60) days to answer after the service hereof, exclusive of the day of such service; and if you fail to do so, judgment by default will be rendered against you for the relief demanded in the complaint.

TO MINOR(S) OVER FOURTEEN YEARS OF AGE, AND/OR TO MINOR(S) UNDER FOURTEEN YEARS OF AGE AND THE PERSON WITH WHOM THE MINOR(S) RESIDES, AND/OR TO PERSONS UNDER SOME LEGAL DISABILITY:

YOU ARE FURTHER SUMMONED AND NOTIFIED to apply for the appointment of a guardian ad litem within thirty (30) days after the service of this Summons and Notice upon you. If you fail to do so, application for such appointment will be made by Plaintiff.

YOU WILL ALSO TAKE NOTICE that under the provisions of South Carolina Code 29-3-100, effective June 16, 1993, any collateral assignment of rents contained in the attached mortgage is perfected and Plaintiff hereby gives notice that all rents shall be payable directly to it

by delivery to its undersigned attorneys from the date of default. In the alternative, Plaintiff will move before a judge of this Circuit on the 10th day after service hereof, or as soon thereafter as counsel may be heard, for an Order enforcing the assignment of rents, if any, and compelling payment of all rents covered by such assignment directly to the Plaintiff, which motion is to be based upon the original note and mortgage (as defined in the Complaint) and the Complaint attached hereto.

HARRELL, MARTIN & PEACE, P.A.

s/ Taylor A. Peace

Taylor A. Peace #100206

135 Columbia Avenue

Post Office Box 1000

Chapin, South Carolina 29036

(803) 345-3353

ATTORNEY FOR PLAINTIFF

Chapin, South Carolina
January 12, 2021

STATE OF SOUTH CAROLINA
COUNTY OF HORRY

IN THE COURT OF COMMON PLEAS
C/A NO.: 2021-CP-26-_____

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.

COMPLAINT
(Non-Jury)
(Foreclosure)
(Deficiency Waived)

***THIS COMMUNICATION IS AN ATTEMPT TO COLLECT A DEBT,
ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE.***

The Plaintiff above named, complaining of the Defendants above named, alleges as follows:

1. The Plaintiff is the United States of America acting through the Rural Housing Service or successor agency, United States Department of Agriculture. ("Plaintiff")
2. Upon information and belief, Defendant Patricia A. White a/k/a Patricia Ann White ("Defendant White") is a citizen and resident of the County of Horry, State of South Carolina; and upon information and belief, Defendant Family Services, Inc. is a corporation organized and existing under the laws of one of the States of the United States of America that does and/or did business in the County of Horry, State of South Carolina..
3. The Defendant(s) herein described as judgment creditors have by filing said judgments designated their attorney entering the judgment as their agent for service of process under the provisions of Section 15-35-840 of the South Carolina Code of Laws (1976), as amended.

4. Upon information and belief, the real and/or personal property which is/are the subject of this action is located in the County of Horry, State of South Carolina, and accordingly, this Court has jurisdiction over this cause.
5. Heretofore, on April 26, 1983, 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 in the original principal sum of \$39,500.00 ("Note"), a copy of which is attached hereto as **Exhibit "A"** and incorporated herein by reference.
6. In order to secure said Note, Defendant White did on April 26, 1983 make, execute and deliver to United States of America, acting through the Farmers Home Administration, United States Department of Agriculture, their successors and assigns, a certain Mortgage (hereinafter "Mortgage"), a copy of which is attached hereto as **Exhibit "B"** and incorporated herein by reference, covering the premises located in the County of Horry, State of South Carolina and described as follows:

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 degrees W 136.5' along S.C. Hwy 917; thence to the Top of Iron N running N 28 degrees 18' 20" E along the property of L.W. Paul; thence to an Iron N running S 31 degrees 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#: 037-00-01-160

Property Address: 3470 Highway 917, Loris, South Carolina 29569

7. Plaintiff is informed and believes that the Mortgage constitutes a valid first mortgage lien upon the property described in hereinabove.
8. On April 26, 1983 the said Mortgage was recorded in the Office of the ROD/Clerk of Court for Horry County in Mortgage Book 827 at Page 761.

9. The installments of principal and interest due under the Note and Mortgage have not been paid as required by the terms therein and the Plaintiff, as the holder of the said Note and Mortgage, has and does hereby elect to declare the entire balance of said principal and interest due and payable at once; there is now due and owing and unpaid upon the said Note and Mortgage the principal amount of \$52,304.02, plus accrued interest through June 2, 2020, in the amount of \$68,565.79, plus late charges in the amount of \$3,014.85, plus subsidy granted in the amount of \$37,328.38, plus fees required with payoff in the amount of \$7,392.92, plus fees currently assessed in the amount of \$17,752.19, for a total balance of \$186,358.15, together with pre-judgment interest at a per diem of \$15.40, with a reasonable sum as attorney's fees and costs of this action.
10. Plaintiff provided all applicable notices of default.
11. Plaintiff may be forced to pay sums for taxes and insurance and costs for securing the property, which sums, according to the terms of the Mortgages, should be added to the amount of the debt.
12. Pursuant to the Administrative Order of the Honorable Jean Hoefer Toal, Chief Justice of the S.C. Supreme Court, dated May 22, 2009, Plaintiff has completed the Verification and Affidavit Regarding HMP Modification which is attached hereto and incorporated herein by reference. Based upon the Verification and Affidavit Regarding HMP Modification and its formal discontinue on December 31, 2016, Plaintiff alleges the Note and Mortgage are not subject to modification under the HMP.
13. Pursuant to Administrative Order 2011-05-02-01 of the Honorable Jean Hoefer Toal, Chief Justice of the S.C. Supreme Court, the undersigned attorney for the Plaintiff has completed and is simultaneously serving herewith the Notice of Right to Foreclosure Intervention and/or Certificate of Exemption from Administrative Order 11-05-02-01, which is attached hereto and incorporated herein by reference.

14. Plaintiff's right to an immediate personal judgment for the full amount found to be due and owing under the Note and Mortgage (to be reduced by the subsequent foreclosure sale) pursuant to South Carolina Code §29-3-650 and 29-3-660 is expressly waived .
15. The hereinafter named Defendant(s) may have some interest in or lien upon the premises covered by the Mortgage set forth below, or some part thereof, but that such interests or liens are junior or subsequent to the Plaintiff's lien, or does not attach to the property which is the subject of this action, or has been paid in full and not satisfied of record. Said liens or interests are of record in the Register of Deeds or Clerk of Court for Horry and are described as follows:
 - a. 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.

WHEREFORE, Plaintiff prays for judgment against the Defendants as follows:

1. That the amount due upon said Note and Mortgage held by the Plaintiff be ascertained and determined under the direction of this Court, together with attorney's fees and the costs of this action.
2. That the said Plaintiff's Mortgage be declared a valid first lien and that the said Plaintiff have judgment of foreclosure for the amount so found to be due and owing thereon, together with any taxes or insurance premiums which may be due or which may be or have been paid by Plaintiff, together with reasonable attorney's fees, and for the costs of this action. .
3. That the mortgaged premises be sold under the direction of this Court, the equity of redemption be barred, and that the proceeds of sale be applied as follows:

First, to the costs and expenses of the within action and said sale;

Second, to the payment and discharge of the amount due on Plaintiff's Note and Mortgage, together with attorney's fees as aforesaid;

Third, the surplus, if any, be distributed according to law; and

4. For an Order directing and empowering the Sheriff of Horry County, South Carolina, to place the successful purchaser at said foreclosure sale in possession of the property hereinabove described should the same become necessary.
5. For such other and further relief as this Court may deem just and proper.

HARRELL, MARTIN & PEACE, P.A.

s/ Taylor A. Peace

Taylor A. Peace #100206

135 Columbia Avenue

Post Office Box 1000

Chapin, South Carolina 29036

(803) 345-3353

ATTORNEY FOR PLAINTIFF

Chapin, South Carolina
January 12, 2021

**NOTICE AS REQUIRED BY THE
FAIR DEBT COLLECTION
PRACTICES ACT, ("THE ACT")
15 U.S.C. SECTION 1601 AS AMENDED**

1. The amount of the debt is as stated in the Complaint.
2. The Creditor is United States of America acting through the Rural Housing Service or successor agency, United States Department of Agriculture.
3. The debt described in the Complaint attached hereto will be assumed to be valid by the Creditor's law firm unless you, the debtor, within thirty (30) days after the receipt of this notice, dispute, in writing, the validity of the debt or some portion thereon.
4. If you, the debtor, notify the Creditor's law firm in writing within thirty (30) days of the receipt of this notice that the debt or any portion thereof is disputed, the Creditor's law firm will obtain a verification of the debt and a copy of the verification will be mailed to you, the debtor, by the Creditor's law firm.
5. If the Creditor named in the attached Complaint is not the original Creditor, and if you make a written request to the Creditor's law firm within thirty (30) days from the receipt of this notice, the name and address of the original Creditor will be mailed to you by the Creditor's law firm.
6. Written requests should be mailed to Harrell, Martin & Peace, P.A., Post Office Box 1000, Chapin, South Carolina 29036.
7. This notice should not be construed as a thirty (30) day grace period. Creditor may pursue collection efforts immediately and not wait thirty (30) days.
8. This notice is an attempt to collect a debt and information obtained will be used for that purpose.

EXHIBIT A

Form FmHA 440-16
(Rev. 11-10-75)UNITED STATES DEPARTMENT OF AGRICULTURE
FARMERS HOME ADMINISTRATION

KIND OF LOAN

Type: RH-Non Farm☐ Pursuant to:
Consolidated Farm and Rural
Development Act.☐ Title V of the Housing Act of 1949.

PROMISSORY NOTE

STATE

SOUTH CAROLINA

COUNTY

HORRY

CASE NO.

Date April 26, 19 83.

FOR VALUE RECEIVED, the undersigned (whether one or more persons, herein called "Borrower") jointly and severally promise to pay to the order of the United States of America, acting through the Farmers Home Administration, United States Department of Agriculture, (herein called the "Government") at its office in Conway, South Carolina.

THE PRINCIPAL SUM OF THIRTY-NINE THOUSAND FIVE HUNDRED & 00/100
DOLLARS (\$ 39,500.00), plus INTEREST on the UNPAID PRINCIPAL OF
TEN & THREE FOURTH PERCENT (10.75 %) PER ANNUM.

Payment of the said Principal and Interest shall be as agreed between the Borrower and the Government using one of four alternatives as indicated below: (check one)

☐ I. Principal and Interest payments shall be deferred. The first installment shall be all accrued interest and shall be due on _____, 19 ____ . Payment of Principal and later accrued Interest shall be in _____ installments as indicated in the box below;

☒ II. Principal and Interest payments shall be deferred. The interest accrued to July 26, 1983, shall be added to the Principal. Such new Principal and later accrued Interest shall be payable in 393 regular amortized installments on the dates indicated in the box below; Borrower authorizes the Government to enter the amount of such new Principal herein \$ 39,634.86 and the amount of such regular installments in the box below, when such amounts have been determined.

☐ III. Payment of Interest shall not be deferred. Installments of accrued Interest shall be payable on the _____ of each _____ beginning on _____, 19 ____, through _____, 19 ____. Principal and later accrued Interest shall be paid in _____ installments as indicated in the box below;

☐ IV. Payments shall not be deferred. Principal and Interest shall be paid in _____ installments as indicated in the box below:

\$ <u>367.00</u>	on <u>August 26</u> , 1983, and
\$ <u>367.00</u>	thereafter on the <u>26th Day</u> of each <u>Month</u>
until the PRINCIPAL and INTEREST are fully paid except that the FINAL INSTALLMENT of the entire indebtedness evidenced hereby, if not sooner paid, shall be due and PAYABLE <u>Thirty-Three</u> (<u>33</u>) YEARS from the DATE of this NOTE. The consideration herefor shall support any agreement modifying the foregoing schedule of payments.	

If the total amount of the loan is not advanced at the time of loan closing, the loan shall be advanced to the Borrower as requested by Borrower and approved by the Government. Approval of the Government is mandatory provided the advance is requested for a purpose authorized by the Government. Interest shall accrue on the amount of each advance from its actual date as shown on the reverse hereof. Borrower authorizes the Government to enter the amount and date of such advance in the Record of Advances.

Every payment made on any indebtedness evidenced by this note shall be applied first to interest computed to the effective date of the payment and then to principal.

Prepayments of scheduled installments, or any portion thereof, may be made at any time at the option of Borrower. Refunds and extra payments, as defined in the regulations (7 C.F.R. 1861.2) of the Farmers Home Administration according to the source of funds involved, shall, after payment of interest, be applied to the installments last to become due under this note and shall not affect the obligation of Borrower to pay the remaining installments as scheduled herein.

Borrower agrees that the Government at any time may assign this note and insure the payment thereof, and in such case, though the note is not held by the Government, Borrower shall continue to pay to the Government, as collection agent for the holder, all installments of principal and interest as scheduled herein.

If this note is held by an insured lender, prepayments made by Borrower may, at the option of the Government, be remitted by the Government to the holder promptly or, except for final payment, be retained by the Government and remitted to the holder on either a calendar quarter basis or an annual installment due date basis. The effective date of any prepayment retained and remitted by the Government to the holder on an annual installment due date basis shall be the date of the prepayment by Borrower, and the Government will pay the interest to which the holder is entitled accruing between the effective date of any such prepayment and the date of the Treasury check to the holder.

Borrower hereby certifies that he is unable to obtain sufficient credit elsewhere to finance his actual needs at reasonable rates and terms, taking into consideration prevailing private and cooperative rates and terms in or near his community for loans for similar purposes and periods of time, and that the loan evidenced hereby shall be used solely for purposes authorized by the Government.

Property constructed, improved, purchased, or refinanced in whole or in part with the loan evidenced hereby shall not be leased, assigned, sold, transferred, or encumbered, voluntarily or otherwise, without the written consent of the Government. Unless the Government consents otherwise in writing, Borrower (a) will personally operate such property as a farm with his own and his family's labor if this is an FO loan, or (b) will personally occupy and use such property if this is an RH loan on a "nonfarm tract" or a section 504 RH loan.

REFINANCING AGREEMENT: If at any time it shall appear to the Government that Borrower may be able to obtain a loan from a responsible cooperative or private credit source at reasonable rates and terms for loans for similar purposes and periods of time, Borrower will, at the Government's request, apply for and accept a loan in sufficient amount to pay this note in full and, if the lender is a cooperative, to pay for any necessary stock. This paragraph and the preceding paragraph shall not apply to any comaker signing this note pursuant to Section 502 of the Housing Act of 1949 to compensate for deficient repayment ability of other undersigned person(s).

DEFAULT: Failure to pay when due any debt evidenced hereby or perform any covenant or agreement hereunder shall constitute default under any other instrument evidencing a debt of Borrower owing to, insured or Guaranteed by the Government or securing or otherwise relating to such a debt; and default under any such other instrument shall constitute default hereunder. **UPON ANY SUCH DEFAULT,** the Government at its option may declare all or any part of any such indebtedness immediately due and payable.

This Note is given as evidence of a loan to Borrower made, or insured by the Government pursuant to the Consolidated Farm and Rural Development Act or Title V of the Housing Act of 1949 and for the type of loan as is indicated in the "KIND OF LOAN" block above. This Note shall be subject to the present regulations of the Farmers Home Administration and to its future regulations not inconsistent with the express provisions hereof.

Presentment, protest, and notice are hereby waived.

Patricia Ann White (SEAL)
PATRICIA A. WHITE (BORROWER)

(SPOUSE) (SEAL)

5101 Cannon Rd.

Conway, S. C. 29526

"A Reamortization and/or Deferral Agreement dated July 26, 1995 in the principal sum of \$38,830.52, has been given to modify the payment schedule of this note."

RECORD OF ADVANCES					
AMOUNT	DATE	AMOUNT	DATE	AMOUNT	DATE
(1) \$ 4000.00	4/26/83	(8) \$		(15) \$	
(2) \$ 10,650.00	5/11/83	(9) \$		(16) \$	
(3) \$ 24,850.00	6/10/83	(10) \$		(17) \$	
(4) \$		(11) \$		(18) \$	
(5) \$		(12) \$		(19) \$	
(6) \$		(13) \$		(20) \$	
(7) \$		(14) \$		(21) \$	
TOTAL \$				39,500.00	

EXHIBIT B

USDA-FmHA
Form FmHA 427-1 SC
(Rev. 5-4-82)

Position 5

Instrument File No.

4322

**REAL ESTATE MORTGAGE FOR SOUTH CAROLINA
PURCHASE MONEY MORTGAGE**

THIS MORTGAGE is made and entered into by Patricia A. White

APR 26 1983

residing in Horry County, South Carolina, whose post office address is

5101 Cannon Road, Conway, South Carolina 29526
herein called "Borrower," and the United States of America, noting through the Farmers Home Administration, United States Department of Agriculture, herein called the "Government":

WHEREAS Borrower is indebted to the Government as evidenced by one or more promissory note(s) or assumption agreement(s), herein called "note," which has been executed by Borrower, is payable to the order of the Government, authorizes acceleration of the entire indebtedness at the option of the Government upon any default by Borrower, and is described as follows:

<u>Date of Instrument</u>	<u>Principal Amount</u>	<u>Annual Rate of Interest</u>	<u>Due Date of Final Installment</u>
April 26, 1983	\$39,500	10.75%	April 26, 2016

L. G. White - 827 pg 761

(The interest rate for limited resource farm ownership or limited resource operating loan(s) secured by this instrument will be increased after 3 years, as provided in the Farmers Home Administration regulations and the note.)

And the note evidences a loan to Borrower, and the Government, at any time, may assign the note and insure the payment thereof pursuant to the Consolidated Farm and Rural Development Act, or Title V of the Housing Act of 1949, or any other statutes administered by the Farmers Home Administration;

And it is the purpose and intent of this instrument that, among other things, at all times when the note is held by the Government, or in the event the Government should assign this instrument without insurance of the note, this instrument shall secure payment of the note; but when the note is held by an insured holder, this instrument shall not secure payment of the note or attach to the debt evidenced thereby, but as to the note and such debt shall constitute an indemnity mortgage to secure the Government against loss under its insurance contract by reason of any default by Borrower;

And this instrument also secures the recapture of any interest credit or subsidy which may be granted to the Borrower by the Government pursuant to 42 U.S.C. §1490a.

NOW, THEREFORE, in consideration of the loan(s) and (a) at all times when the note is held by the Government, or in the event the Government should assign this instrument without insurance of the payment of the note, to secure prompt payment of the note and any renewals and extensions thereof and any agreements contained therein, including any provision for the payment of an insurance or other charge, (b) at all times when the note is held by an insured holder, to secure performance of Borrower's agreement herein to indemnify and save harmless the Government against loss under its insurance contract by reason of any default by Borrower, and (c) in any event and at all times to secure the prompt payment of all advances and expenditures made by the Government, with interest, as hereinafter described, and the performance of every covenant and agreement of Borrower contained herein or in any supplementary agreement, Borrower does hereby grant, bargain, sell, release, and assign unto the Government, with general warranty, the following property situated in the State of

South Carolina, County(ies) of Horry

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. O. Cox Surveyors dated June 23, 1980 being more specifically described as follows:

BOM 827 pg 761

FmHA 427-1 SC (Rev. 5-4-82)

*Filed
Horry County
1983 April 26
P4.33*

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 59° E 146.48' along 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.

BEING the same property conveyed to the mortgagors by deed of L. W. Paul Construction Company, Inc., dated April 26, 1983 in the Office of the Clerk of Court for Horry County in Deed Book 191 at Page 241.

together with all rights, interests, easements, hereditaments and appurtenances thereunto belonging, the rents, issues, and profits thereof and all issues and income therefrom, all improvements and personal property now or later attached thereto or reasonably necessary to the use thereof, including, but not limited to, ranges, refrigerators, clothes washers, clothes dryers, or carpeting purchased or financed in whole or in part with loan funds, all water, water rights, and water stock pertaining thereto, and all payments at any time owing to Borrower by virtue of any sale, lease, transfer, conveyance, or condemnation of any part thereof or interest therein all of which are herein called "the property";

TO HAVE AND TO HOLD the property unto the Government and its assigns forever in fee simple.

BORROWER for Borrower's self, Borrower's heirs, executors, administrators, successors and assigns WARRANTS THE TITLE to the property to the Government against all lawful claims and demands whatsoever except any liens, encumbrances, easements, reservations, or conveyances specified hereinabove, and COVENANTS AND AGREES as follows:

(1) To pay promptly when due any indebtedness to the Government hereby secured and to indemnify and save harmless the Government against any loss under its insurance of payment of the note by reason of any default by Borrower. At all times when the note is held by an insured holder, Borrower shall continue to make payments on the note to the Government, as collection agent for the holder.

(2) To pay to the Government such fees and other charges as may now or hereafter be required by regulations of the Farmers Home Administration.

(3) If required by the Government, to make additional monthly payments of 1/12 of the estimated annual taxes, assessments, insurance premiums and other charges upon the mortgaged premises.

(4) Whether or not the note is insured by the Government, the Government may at any time pay any other amounts required herein to be paid by Borrower and not paid by Borrower when due, as well as any costs and expenses for the preservation, protection, or enforcement of this lien, as advances for the account of Borrower. All such advances shall bear interest at the rate borne by the note which has the highest interest rate.

(5) All advances by the Government as described by this instrument, with interest, shall be immediately due and payable by Borrower to the Government without demand at the place designated in the latest note and shall be secured hereby. No such advance by the Government shall relieve Borrower from breach of Borrower's covenant to pay. Any payment made by Borrower may be applied on the note or any indebtedness to the Government secured hereby, in any order the Government determines.

(6) To use the loan evidenced by the note solely for purposes authorized by the Government.

(7) To pay when due all taxes, liens, judgments, encumbrances, and assessments lawfully attaching to or assessed against the property, and promptly deliver to the Government without demand receipts evidencing such payments.

(8) To keep the property insured as required by and under insurance policies approved by the Government and, at its request, to deliver such policies to the Government.

(9) To maintain improvements in good repair and make repairs required by the Government; operate the property in a good and husbandmanlike manner; comply with such farm conservation practices and farm and home management plans as the Government from time to time may prescribe; and not to abandon the property, or cause or permit waste, lessening or impairment of the security covered hereby, or, without the written consent of the Government, cut, remove, or lease any timber, gravel, oil, gas, coal, or other minerals except as may be necessary for ordinary domestic purposes.

(10) To comply with all laws, ordinances, and regulations affecting the property.

(11) To pay or reimburse the Government for expenses reasonably necessary or incidental to the protection of the lien and priority hereof and to the enforcement of or the compliance with the provisions hereof and of the note and any supplementary agreement (whether before or after default), including but not limited to costs of evidence of title and survey of the property, costs of recording this and other instruments, attorneys' fees, trustees' fees, court costs, and expenses of advertising, selling, and conveying the property.

(12) Neither the property nor any portion thereof or interest therein shall be leased, assigned, sold, transferred, or encumbered voluntarily or otherwise, without the written consent of the Government. The Government shall have the sole and exclusive rights as mortgagee hereunder, including but not limited to the power to grant consents, partial releases, subordinations, and satisfaction, and no insured holder shall have any right, title or interest in or to the lien or any benefits hereof.

(13) At all reasonable times the Government and its agents may inspect the property to ascertain whether the covenants and agreements contained herein or in any supplementary agreement are being performed.

(14) The Government may (a) extend or defer the maturity of, and renew and reestablish the payments on, the debt evidenced by the note or any indebtedness to the Government secured by this instrument, (b) release any party who is liable under the note or for the debt from liability to the Government, (c) release portions of the property and subordinate its lien, and (d) waive any other of its rights under this instrument. Any and all this can and will be done without affecting the lien or the priority of this instrument of Borrower's or any other party's liability to the Government for payment of the note or debt secured by this instrument unless the Government says otherwise in writing. HOWEVER, any forbearance by the Government—whether once or often—in exercising any right or remedy under this instrument, or otherwise afforded by applicable law, shall not be a waiver of or preclude the exercise of any such right or remedy.

(15) If at any time it shall appear to the Government that Borrower may be able to obtain a loan from a production credit association, a Federal land bank, or other responsible cooperative or private credit source, at reasonable rates and terms for loans for similar purposes and periods of time, Borrower will upon the Government's request, apply for and accept such loan in sufficient amount to pay the note and any indebtedness secured hereby and to pay for any stock necessary to be purchased in a cooperative lending agency in connection with such loan.

(16) Default hereunder shall constitute default under any other real estate, or under any personal property, or other security instrument held or insured by the Government and executed or assumed by Borrower, and default under any such other security instrument shall constitute default hereunder.

(17) SHOULD DEFAULT occur in the performance or discharge of any obligation in this instrument or secured by this instrument, it should the parties named as Borrower die or be declared incompetent, or should any one of the parties named as Borrower be declared a bankrupt or an insolvent, or make an assignment for the benefit of creditors, the Government, at its option, with or without notice, may: (a) declare the entire amount unpaid under the note and any indebtedness to the Government hereby secured immediately due and payable, (b) for the account of Borrower incur and pay reasonable expenses for repair or maintenance of and take possession of, operation rent the property, (c) upon application by it and production of this instrument, without other evidence and without notice of hearing of said application, have a receiver appointed for the property, with the usual powers of receivers in like cases, (d) foreclose this instrument as provided herein or by law, and (e) enforce any and all other rights and remedies provided herein or by present or future laws.

(18) The proceeds of foreclosure sale shall be applied in the following order to the payment of: (a) costs and expenses incident to enforcing or complying with the provisions hereof, (b) any prior liens required by law or a competent court to be so paid, (c) the debt evidenced by the note and all indebtedness to the Government secured hereby, (d) inferior liens of record required by law or a competent court to be so paid, (e) at the Government's option, any other indebtedness of Borrower or owing to or insured by the Government, and (f) any balance to Borrower. At foreclosure or other sale of all or any part of the property, the Government and its agents may bid and purchase as a stranger and may pay the Government's share of the purchase price by crediting such amount on any debt of Borrower owing to or insured by the Government, in the order prescribed above.

(19) Borrower agrees that the Government will not be bound by any present or future State law: (a) providing for valuation, appraisal, homestead or exemption of the property, (b) prohibiting maintenance of an action for a deficiency judgment or limiting the amount thereof or the time within which such action may be brought, (c) prescribing any other statute of limitations, (d) allowing any rights of redemption or possession following any foreclosure sale, or (e) limiting the conditions which the Government may by regulation impose, including the interest rate it may charge, as a condition of approving a transfer of the property to a new Borrower. Borrower expressly waives the benefit of any such State law. Borrower hereby relinquishes, waives, and conveys all rights, inchoate or consummate, of descent and dower.

(20) If any part of the loan for which this instrument is given shall be used to finance the purchase, construction or repair of property to be used as an owner-occupied dwelling (hereinafter called "the dwelling") and if Borrower intends to sell or rent the dwelling and has obtained the Government's consent to do so (a) neither Borrower nor anyone authorized to act for Borrower will, after receipt of a bona fide offer, refuse to negotiate for the sale or rental of the dwelling or will otherwise make unavailable or deny the dwelling to anyone because of race, color, religion, sex or national origin, and (b) Borrower recognizes as illegal and hereby disclaims, and will not comply with or attempt to enforce any restrictive covenants on the dwelling relating to race, color, religion, sex or national origin.

(21) This instrument shall be subject to the present regulations of the Farmers Home Administration, and to its future regulations not inconsistent with the express provisions hereof.

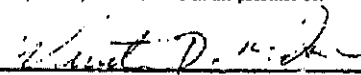
(22) Notices given hereunder shall be sent by certified mail, unless otherwise required by law, and addressed, unless and until some other address is designated in a notice so given, in the case of the Government to Farmers Home Administration at Columbia, South Carolina 29201, and in the case of Borrower at the address shown in the Farmers Home Administration Finance Office records (which normally will be the same as the post office address shown above).

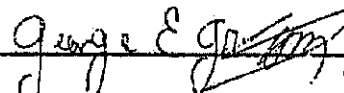
(23) If any provision of this instrument or application thereof to any person or circumstances is held invalid, such invalidity will not affect other provisions or applications of the instrument which can be given effect without the invalid provision or application, and to that end the provisions hereof are declared to be severable.

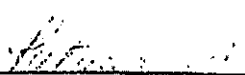
IN WITNESS WHEREOF, Borrower has hereunto set Borrower's hand(s) and seal(s) this 26th day

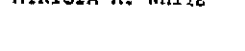
of April, 1981

Signed, Sealed, and Delivered in the presence of:


(Witness)


(Witness)


PATRICIA A. WHITE (SEAL)


(SEAL)

887 763

AFFIDAVIT OF SUBSCRIBING WITNESS

STATE OF SOUTH CAROLINA)

COUNTY OF Horry)

Before me, Sally M. Sarvis, Notary Public of South Carolina, personally appeared Winston D. McIver and made oath that he saw the within named Patricia A. White sign, seal and as her act and deed, deliver the within written mortgage for the uses and purposes therein mentioned, and that with George E. Graham witnessed the execution thereof, and subscribed their names as witnesses thereto.

SWORN to and subscribed before me, this 25th day of April, 19 83.

(Notary Public of South Carolina)

(Witness)

(SEAL)

My commission expires on June 20, 1990

RENUNCIATION OF DOWER
FEMALE MORTGAGOR

STATE OF SOUTH CAROLINA)

COUNTY OF)

I, _____, Notary Public of South Carolina, do hereby certify unto all whom it may concern that Mrs. _____, the wife of the within named _____, did this day appear before me, and upon being privately and separately examined by me, did declare that she does freely, voluntarily and without any compulsion, dread or fear of any person or persons whomsoever, renounce, release and forever relinquish unto the United States of America, acting through the Farmers Home Administration, United States Department of Agriculture, its successors and assigns, all her interest and estate, and also all her right and claim of dower, of, in or to all and singular the premises within mentioned and released.

GIVEN under my hand and seal, this _____ day of _____, 19 _____

(SEAL)

(Signature of Wife)

My commission expires on _____

(Notary Public of South Carolina)

STATE OF SOUTH CAROLINA

IN THE COURT OF COMMON PLEAS

COUNTY OF HORRY

C/A NO.:

UNITED STATES OF AMERICA ACTING
THROUGH THE RURAL HOUSING
SERVICE OR SUCCESSOR AGENCY,
UNITED STATES DEPARTMENT OF
AGRICULTURE,

**CERTIFICATION OF COMPLIANCE
WITH THE CORONAVIRUS AID,
RELIEF AND ECONOMIC SECURITY
ACT**

Plaintiff,

vs.

PATRICIA A. WHITE A/K/A PATRICIA
ANN WHITE, AND FAMILY SERVICES,
INC.,

Defendants,

My name is: BRENDA ANN NO 11.

First Middle Last

I am the authorized agent for the Plaintiff in the foreclosure case described at the top of this page. I am capable of making this certification. The facts stated in the certification are within my personal knowledge and are true and correct.

1. Verification:

Pursuant to the South Carolina Supreme Court Administrative Orders 2020-04-30-02 and 2020-05-06-01 and based upon the information provided by the Plaintiff and/or its authorized servicer as maintained in its case management/database records, the undersigned makes the following certifications:

Plaintiff is seeking to foreclose upon the following property:

3470 Highway 917, Loris, South Carolina 29569
Street Address & Unit No. (if any) City County State ZIP

I verify that this property and specifically the mortgage loan subject to this action (*check one*):

☐ is NOT a "Federally Backed Mortgage Loan" as defined by § 4022(a)(2) of the federal Coronavirus Aid, Relief, and Economic Security Act.

☒ is a "Federally Backed Mortgage Loan" as defined by § 4022(a)(2) of the federal Coronavirus Aid, Relief, and Economic Security Act. Specifically, the foreclosure moratorium cited in Section

4022(c)(2) of the CARES Act has expired as of May 18, 2020, and the property and mortgage are not currently subject to a forbearance plan as solely defined in Sections 4022(b) and (c) of the CARES Act.

Please identify which database or the other information you have used to determine that the property does not have a federally backed mortgage loan or federally backed multifamily mortgage loan:

2. Declaration:

I certify that the foregoing statements made by me are true and correct. I am aware that if any of the foregoing statements made by me are willfully false, I am subject to punishment by contempt.

My name is: BRENDA ANN NOLL
First Middle Last

My address is: 4300 Goodfellow, Bldg 105E, St. Louis, MO 63120-1703

Street Address & Unit No. (if any)	City	State	ZIP
4300 Goodfellow, Bldg 105E	St. Louis	MO	63120-1703

Signed on: 1-5-21
Month Day Year

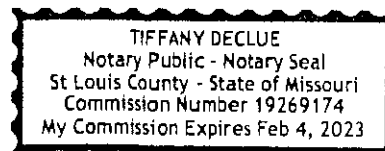

Signature

BRENDA ANN NOLL
SUPERVISOR
Print Name/Relationship to Case

U.S. Dept. of Agriculture-Rural Development
4300 Goodfellow Bldg. 105E
St. Louis, MO 63120-1703

SWORN to before me this 5th
day of January, 2021

Notary Public for El Paso County
My Commission Expires: Feb. 4th 2023



STATE OF SOUTH CAROLINA

IN THE COURT OF COMMON PLEAS

COUNTY OF HORRY

C/A NO.: 2020-CP-26-00750

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, if
living, if not, then 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, and Family
Services, Inc.,

Defendants.

**SECOND AMENDED
LIS PENDENS**

(Original Lis Pendens filed October 28, 2020 as
2020-LP-26-00750)

NOTICE IS HEREBY GIVEN that an action will be commenced within twenty (20) days of the filing of this Notice upon Complaint of the above-named Plaintiff against the above-named Defendants for the foreclosure of a Mortgage dated April 26, 1983, given by Patricia A. White ("Mortgage"), said Mortgage having been recorded in the Office of the Clerk of Court or Register of Deeds for Horry County on April 26, 1983, in Book 827 at Page 761. The said mortgaged

premises affected by the foreclosure are situate in Horry County, in the State of South Carolina, and described in said Mortgages as follows:

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 degrees W 136.5' along S.C. Hwy 917; thence to the Top of Iron N running N 28 degrees 18' 20" E along the property of L.W. Paul; thence to an Iron N running S 31 degrees 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 Highway 917, Loris, South Carolina 29569

HARRELL, MARTIN & PEACE, P.A.

s/ Taylor A. Peace

Taylor A. Peace #100206

135 Columbia Avenue

Post Office Box 1000

Chapin, South Carolina 29036

(803) 345-3353

ATTORNEY FOR PLAINTIFF

Chapin, South Carolina
July 13, 2021

STATE OF SOUTH CAROLINA

IN THE COURT OF COMMON PLEAS

COUNTY OF HORRY

C/A NO.: 2021-CP-26-00144

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

Plaintiff,

vs.

**AMENDED NOTICE OF RIGHT TO
FORECLOSURE INTERVENTION**

Patricia A. White a/k/a Patricia Ann White, if living, if not, then 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, and Family Services, Inc.,

Defendants.

TO THE MORTGAGOR(S)¹ ABOVE-NAMED:

YOU ARE NOTIFIED THAT pursuant to South Carolina Supreme Court Administrative Order 2011-05-02-01, you may be eligible for foreclosure intervention, for the purpose of resolving this foreclosure action. If you wish to be considered for foreclosure intervention, you

¹ For the purposes of this Notice, "Mortgagor" includes every owner, mortgagor and debtor(s) under the Note and Mortgage that is the subject of this action.

***THIS COMMUNICATION IS AN ATTEMPT TO COLLECT A DEBT, ANY
INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE.***

MUST, within thirty (30) days of service of this Notice upon you do the following:

1. **Fully complete** the form attached hereto as Exhibit "A."
2. **Return the completed form, TOGETHER WITH any information or data pertaining to the loan secured by the mortgage upon your personal residence, foreclosure of which is the subject of this action, or personal circumstance you wish the Mortgagee (i.e., the Plaintiff) to consider** to Plaintiff's attorneys: Harrell, Martin & Peace, P.A., Post Office Box 1000, Chapin, South Carolina 29036.

PLEASE NOTE that **with respect to foreclosure intervention**, you must communicate **in writing or via email** with the Plaintiff through its attorneys, Harrell, Martin & Peace, P.A.

PLEASE ALSO NOTE that Harrell, Martin & Peace, P.A., represents the Plaintiff in this action, does **not** represent you, and are prohibited from giving you legal advice.

IF YOU FAIL, REFUSE, OR VOLUNTARILY ELECT NOT TO PARTICIPATE IN FORECLOSURE INTERVENTION, THE FORECLOSURE ACTION MAY PROCEED.

HARRELL, MARTIN & PEACE, P.A.

s/ Taylor A. Peace

Taylor A. Peace #100206

135 Columbia Avenue

Post Office Box 1000

Chapin, South Carolina 29036

(803) 345-3353

ATTORNEY FOR PLAINTIFF

Chapin, South Carolina
July 13, 2021

EXHIBIT "A" TO AMENDED NOTICE OF RIGHT TO FORECLOSURE INTERVENTION

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

vs.

Patricia A. White a/k/a Patricia Ann White, if living, if not, then 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, and Family Services, Inc.,

Case Number: 2021-CP-26-00144

This document is exchanged exclusively for the purpose of foreclosure intervention pursuant to S.C. Supreme Court Administrative Order 2011-05-02-01.

Complete the following information and provide same to Harrell, Martin & Peace, P.A., Post Office Box 1000, Chapin, South Carolina 29036, within thirty (30) days of service of the Notice of Right to Foreclosure Intervention:

Name: _____

Address: _____

***Please return a copy of photo-identification and a utility bill in your name.*

Loan Number: _____

Property Address: 3470 Highway 917, Loris, SC 29569

Do you occupy the above property? ☐ Yes ☐ No

Home Phone: (____) _____ - _____

Cell Phone: (____) _____ - _____

Work Phone: (____) _____ - _____

May we contact you at work? ☐ Yes ☐ No

Best time to contact you by phone: _____

E-mail address: _____@_____

May we communicate with you by e-mail? ☐ Yes ☐ No

Return completed form to:

HARRELL, MARTIN & PEACE, P.A.
Post Office Box 1000
Chapin, South Carolina 29036

Signature: _____
Name Printed: _____

Date: _____

Signature: _____
Name Printed: _____

Date: _____

STATE OF SOUTH CAROLINA

IN THE COURT OF COMMON PLEAS

COUNTY OF HORRY

C/A NO.: 2021-CP-26-00144

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

Plaintiff,

vs.

AMENDED SUMMONS

(Non-Jury)

(Foreclosure)

(Deficiency Waived)

Patricia A. White a/k/a Patricia Ann White, if living, if not, then 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, and Family Services, Inc.,

Defendants.

TO THE DEFENDANT(S) ABOVE NAMED:

***THIS COMMUNICATION IS AN ATTEMPT TO COLLECT A DEBT, ANY
INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE.***

YOU ARE HEREBY SUMMONED and required to appear and defend by answering the Complaint in this action, a copy of which is hereby served upon you, and to serve a copy of your Answer on the subscribers at their offices, 135 Columbia Avenue, PO Box 1000, Chapin, South Carolina 29036, within thirty (30) days after the service hereof, exclusive of the day of such

service; except that the United States of America, if named, shall have sixty (60) days to answer after the service hereof, exclusive of the day of such service; and if you fail to do so, judgment by default will be rendered against you for the relief demanded in the complaint.

TO MINOR(S) OVER FOURTEEN YEARS OF AGE, AND/OR TO MINOR(S) UNDER FOURTEEN YEARS OF AGE AND THE PERSON WITH WHOM THE MINOR(S) RESIDES, AND/OR TO PERSONS UNDER SOME LEGAL DISABILITY:

YOU ARE FURTHER SUMMONED AND NOTIFIED to apply for the appointment of a guardian ad litem within thirty (30) days after the service of this Summons and Notice upon you. If you fail to do so, application for such appointment will be made by Plaintiff.

YOU WILL ALSO TAKE NOTICE that under the provisions of South Carolina Code 29-3-100, effective June 16, 1993, any collateral assignment of rents contained in the attached mortgage is perfected and Plaintiff hereby gives notice that all rents shall be payable directly to it by delivery to its undersigned attorneys from the date of default. In the alternative, Plaintiff will move before a judge of this Circuit on the 10th day after service hereof, or as soon thereafter as counsel may be heard, for an Order enforcing the assignment of rents, if any, and compelling payment of all rents covered by such assignment directly to the Plaintiff, which motion is to be based upon the original note and mortgage (as defined in the Complaint) and the Complaint attached hereto.

HARRELL, MARTIN & PEACE, P.A.

s/ Taylor A. Peace

Taylor A. Peace #100206

135 Columbia Avenue

Post Office Box 1000

Chapin, South Carolina 29036

(803) 345-3353

ATTORNEY FOR PLAINTIFF

Chapin, South Carolina
July 13, 2021

STATE OF SOUTH CAROLINA
COUNTY OF HORRY

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

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, if
living, if not, then 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, and Family
Services, Inc.,

Defendants.

COMPLAINT
(Non-Jury)
(Foreclosure)
(Deficiency Waived)

***THIS COMMUNICATION IS AN ATTEMPT TO COLLECT A DEBT,
ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE.***

The Plaintiff above named, complaining of the Defendants above named, alleges as follows:

1. The Plaintiff is the United States of America acting through the Rural Housing Service or successor agency, United States Department of Agriculture. ("Plaintiff")

2. Upon information and belief, Defendant Patricia A. White a/k/a Patricia Ann White, if living, if not, then 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 (“Defendant White”) are citizens and residents of the County of Horry, State of South Carolina; and upon information and belief, Defendant Family Services, Inc. is a corporation organized and existing under the laws of one of the States of the United States of America that does and/or did business in the County of Horry, State of South Carolina..
3. The Defendant(s) herein described as judgment creditors have by filing said judgments designated their attorney entering the judgment as their agent for service of process under the provisions of Section 15-35-840 of the South Carolina Code of Laws (1976), as amended.
4. Upon information and belief, the real property which is the subject of this action is located in the County of Horry, State of South Carolina, and accordingly, this Court has jurisdiction over this cause.
5. Heretofore, on April 26, 1983, 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 in the original principal sum of \$39,500.00 (“Note”), a copy of which is attached hereto as **Exhibit “A”** and incorporated herein by reference.

6. In order to secure said Note, Defendant White did on April 26, 1983 make, execute and deliver to United States of America, acting through the Farmers Home Administration, United States Department of Agriculture, their successors and assigns, a certain Mortgage (hereinafter "Mortgage"), a copy of which is attached hereto as **Exhibit "B"** and incorporated herein by reference, covering the premises located in the County of Horry, State of South Carolina and described as follows:

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 degrees W 136.5' along S.C. Hwy 917; thence to the Top of Iron N running N 28 degrees 18' 20" E along the property of L.W. Paul; thence to an Iron N running S 31 degrees 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#: 037-00-01-160

Property Address: 3470 Highway 917, Loris, South Carolina 29569

7. Plaintiff is informed and believes that the Mortgage constitutes a valid first mortgage lien upon the property described in hereinabove.
8. On April 26, 1983 the said Mortgage was recorded in the Office of the ROD/Clerk of Court for Horry County in Mortgage Book 827 at Page 761.
9. As of the filing of this Amended Complaint, Plaintiff has been unable to determine whether Defendant Patricia A. White a/k/a Patricia Ann White is deceased.
10. The installments of principal and interest due under the Note and Mortgage have not been paid as required by the terms therein and the Plaintiff, as the holder of the said Note and Mortgage, has and does hereby elect to declare the entire balance of said principal and interest due and payable at once; there is now due and owing and unpaid upon the said Note and Mortgage the principal amount of \$52,304.02, plus accrued interest through June 2, 2020, in the amount of

\$68,565.79, plus late charges in the amount of \$3,014.85, plus subsidy granted in the amount of \$37,328.38, plus fees required with payoff in the amount of \$7,392.92, plus fees currently assessed in the amount of \$17,752.19, for a total balance of \$186,358.15, together with pre-judgment interest at a per diem of \$15.40, with a reasonable sum as attorney's fees and costs of this action.

11. Plaintiff provided all applicable notices of default.
12. Plaintiff may be forced to pay sums for taxes and insurance and costs for securing the property, which sums, according to the terms of the Mortgages, should be added to the amount of the debt.
13. Pursuant to the Administrative Order of the Honorable Jean Hoefer Toal, Chief Justice of the S.C. Supreme Court, dated May 22, 2009, Plaintiff has completed the Verification and Affidavit Regarding HMP Modification which is attached hereto and incorporated herein by reference. Based upon the Verification and Affidavit Regarding HMP Modification and its formal discontinuance on December 31, 2016, Plaintiff alleges the Note and Mortgage are not subject to modification under the HMP.
14. Pursuant to Administrative Order 2011-05-02-01 of the Honorable Jean Hoefer Toal, Chief Justice of the S.C. Supreme Court, the undersigned attorney for the Plaintiff has completed and is simultaneously serving herewith the Notice of Right to Foreclosure Intervention and/or Certificate of Exemption from Administrative Order 11-05-02-01, which is attached hereto and incorporated herein by reference.
15. Plaintiff's right to an immediate personal judgment for the full amount found to be due and owing under the Note and Mortgage (to be reduced by the subsequent foreclosure sale) pursuant to South Carolina Code §29-3-650 and 29-3-660 is expressly waived.
16. The hereinafter named Defendant(s) may have some interest in or lien upon the premises covered by the Mortgage set forth below, or some part thereof, but that such interests or liens are junior

or subsequent to the Plaintiff's lien, or does not attach to the property which is the subject of this action, or has been paid in full and not satisfied of record. Said liens or interests are of record in the Register of Deeds or Clerk of Court for Horry and are described as follows:

- a. 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.
- b. If Patricia A. White a/k/a Patricia Ann White is deceased, 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, her 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 are named as a parties herein by virtue of any right, title, and/or interest they may have in the property subject of this matter, said interest arising out of being an heir and/or devisee of Patricia A. White a/k/a Patricia Ann White, deceased.

WHEREFORE, Plaintiff prays for judgment against the Defendants as follows:

1. That the amount due upon said Note and Mortgage held by the Plaintiff be ascertained and determined under the direction of this Court, together with attorney's fees and the costs of this action.
2. That the said Plaintiff's Mortgage be declared a valid first lien and that the said Plaintiff have judgment of foreclosure for the amount so found to be due and owing thereon, together with any taxes or insurance premiums which may be due or which may be or have been paid by Plaintiff, together with reasonable attorney's fees, and for the costs of this action.
3. That the mortgaged premises be sold under the direction of this Court, the equity of redemption be barred, and that the proceeds of sale be applied as follows:

First, to the costs and expenses of the within action and said sale;

Second, to the payment and discharge of the amount due on Plaintiff's Note and Mortgage, together with attorney's fees as aforesaid;

Third, the surplus, if any, be distributed according to law; and

4. For an Order directing and empowering the Sheriff of Horry County, South Carolina, to place the successful purchaser at said foreclosure sale in possession of the property hereinabove described should the same become necessary.
5. For such other and further relief as this Court may deem just and proper.

HARRELL, MARTIN & PEACE, P.A.

s/ Taylor A. Peace
Taylor A. Peace #100206
135 Columbia Avenue
Post Office Box 1000
Chapin, South Carolina 29036
(803) 345-3353
ATTORNEY FOR PLAINTIFF

Chapin, South Carolina
July 13, 2021

**NOTICE AS REQUIRED BY THE
FAIR DEBT COLLECTION
PRACTICES ACT, ("THE ACT")
15 U.S.C. SECTION 1601 AS AMENDED**

1. The amount of the debt is as stated in the Complaint.
2. The Creditor is United States of America acting through the Rural Housing Service or successor agency, United States Department of Agriculture.
3. The debt described in the Complaint attached hereto will be assumed to be valid by the Creditor's law firm unless you, the debtor, within thirty (30) days after the receipt of this notice, dispute, in writing, the validity of the debt or some portion thereon.
4. If you, the debtor, notify the Creditor's law firm in writing within thirty (30) days of the receipt of this notice that the debt or any portion thereof is disputed, the Creditor's law firm will obtain a verification of the debt and a copy of the verification will be mailed to you, the debtor, by the Creditor's law firm.
5. If the Creditor named in the attached Complaint is not the original Creditor, and if you make a written request to the Creditor's law firm within thirty (30) days from the receipt of this notice, the name and address of the original Creditor will be mailed to you by the Creditor's law firm.
6. Written requests should be mailed to Harrell, Martin & Peace, P.A., Post Office Box 1000, Chapin, South Carolina 29036.
7. This notice should not be construed as a thirty (30) day grace period. Creditor may pursue collection efforts immediately and not wait thirty (30) days.
8. This notice is an attempt to collect a debt and information obtained will be used for that purpose.

EXHIBIT A

Form FmHA 440-16
(Rev. 11-10-75)UNITED STATES DEPARTMENT OF AGRICULTURE
FARMERS HOME ADMINISTRATION

KIND OF LOAN

Type: RH-Non Farm☐ Pursuant to:
Consolidated Farm and Rural
Development Act.☐ Title V of the Housing Act of 1949.

PROMISSORY NOTE

STATE

SOUTH CAROLINA

COUNTY

HORRY

CASE NO.

Date April 26, 19 83.

FOR VALUE RECEIVED, the undersigned (whether one or more persons, herein called "Borrower") jointly and severally promise to pay to the order of the United States of America, acting through the Farmers Home Administration, United States Department of Agriculture, (herein called the "Government") at its office in Conway, South Carolina.

THE PRINCIPAL SUM OF THIRTY-NINE THOUSAND FIVE HUNDRED & 00/100
DOLLARS (\$ 39,500.00), plus INTEREST on the UNPAID PRINCIPAL of
TEN & THREE FOURTH PERCENT (10.75 %) PER ANNUM.

Payment of the said Principal and Interest shall be as agreed between the Borrower and the Government using one of four alternatives as indicated below: (check one)

☐ I. Principal and Interest payments shall be deferred. The first installment shall be all accrued interest and shall be due on _____, 19 ____ . Payment of Principal and later accrued Interest shall be in _____ installments as indicated in the box below;

☒ II. Principal and Interest payments shall be deferred. The interest accrued to July 26, 1983, shall be added to the Principal. Such new Principal and later accrued Interest shall be payable in 393 regular amortized installments on the dates indicated in the box below; Borrower authorizes the Government to enter the amount of such new Principal herein \$ 39,634.86 and the amount of such regular installments in the box below, when such amounts have been determined.

☐ III. Payment of Interest shall not be deferred. Installments of accrued Interest shall be payable on the _____ of each _____ beginning on _____, 19 ____, through _____, 19 ____. Principal and later accrued Interest shall be paid in _____ installments as indicated in the box below;

☐ IV. Payments shall not be deferred. Principal and Interest shall be paid in _____ installments as indicated in the box below:

\$ <u>367.00</u>	on <u>August 26</u> , 1983, and
\$ <u>367.00</u>	thereafter on the <u>26th Day</u> of each <u>Month</u>
until the PRINCIPAL and INTEREST are fully paid except that the FINAL INSTALLMENT of the entire indebtedness evidenced hereby, if not sooner paid, shall be due and PAYABLE <u>Thirty-Three</u> (<u>33</u>) YEARS from the DATE of this NOTE. The consideration herefor shall support any agreement modifying the foregoing schedule of payments.	

If the total amount of the loan is not advanced at the time of loan closing, the loan shall be advanced to the Borrower as requested by Borrower and approved by the Government. Approval of the Government is mandatory provided the advance is requested for a purpose authorized by the Government. Interest shall accrue on the amount of each advance from its actual date as shown on the reverse hereof. Borrower authorizes the Government to enter the amount and date of such advance in the Record of Advances.

Every payment made on any indebtedness evidenced by this note shall be applied first to interest computed to the effective date of the payment and then to principal.

Prepayments of scheduled installments, or any portion thereof, may be made at any time at the option of Borrower. Refunds and extra payments, as defined in the regulations (7 C.F.R. 1861.2) of the Farmers Home Administration according to the source of funds involved, shall, after payment of interest, be applied to the installments last to become due under this note and shall not affect the obligation of Borrower to pay the remaining installments as scheduled herein.

Borrower agrees that the Government at any time may assign this note and insure the payment thereof, and in such case, though the note is not held by the Government, Borrower shall continue to pay to the Government, as collection agent for the holder, all installments of principal and interest as scheduled herein.

If this note is held by an insured lender, prepayments made by Borrower may, at the option of the Government, be remitted by the Government to the holder promptly or, except for final payment, be retained by the Government and remitted to the holder on either a calendar quarter basis or an annual installment due date basis. The effective date of any prepayment retained and remitted by the Government to the holder on an annual installment due date basis shall be the date of the prepayment by Borrower, and the Government will pay the interest to which the holder is entitled accruing between the effective date of any such prepayment and the date of the Treasury check to the holder.

Borrower hereby certifies that he is unable to obtain sufficient credit elsewhere to finance his actual needs at reasonable rates and terms, taking into consideration prevailing private and cooperative rates and terms in or near his community for loans for similar purposes and periods of time, and that the loan evidenced hereby shall be used solely for purposes authorized by the Government.

Property constructed, improved, purchased, or refinanced in whole or in part with the loan evidenced hereby shall not be leased, assigned, sold, transferred, or encumbered, voluntarily or otherwise, without the written consent of the Government. Unless the Government consents otherwise in writing, Borrower (a) will personally operate such property as a farm with his own and his family's labor if this is an FO loan, or (b) will personally occupy and use such property if this is an RH loan on a "nonfarm tract" or a section 504 RH loan.

REFINANCING AGREEMENT: If at any time it shall appear to the Government that Borrower may be able to obtain a loan from a responsible cooperative or private credit source at reasonable rates and terms for loans for similar purposes and periods of time, Borrower will, at the Government's request, apply for and accept a loan in sufficient amount to pay this note in full and, if the lender is a cooperative, to pay for any necessary stock. This paragraph and the preceding paragraph shall not apply to any comaker signing this note pursuant to Section 502 of the Housing Act of 1949 to compensate for deficient repayment ability of other undersigned person(s).

DEFAULT: Failure to pay when due any debt evidenced hereby or perform any covenant or agreement hereunder shall constitute default under any other instrument evidencing a debt of Borrower owing to, insured or Guaranteed by the Government or securing or otherwise relating to such a debt; and default under any such other instrument shall constitute default hereunder. **UPON ANY SUCH DEFAULT,** the Government at its option may declare all or any part of any such indebtedness immediately due and payable.

This Note is given as evidence of a loan to Borrower made, or insured by the Government pursuant to the Consolidated Farm and Rural Development Act or Title V of the Housing Act of 1949 and for the type of loan as is indicated in the "KIND OF LOAN" block above. This Note shall be subject to the present regulations of the Farmers Home Administration and to its future regulations not inconsistent with the express provisions hereof.

Presentment, protest, and notice are hereby waived.

Patricia Ann White (SEAL)
PATRICIA A. WHITE (BORROWER)

(SPOUSE) (SEAL)

5101 Cannon Rd.

Conway, S. C. 29526

"A Reamortization and/or Deferral Agreement dated July 26, 1995 in the principal sum of \$38,830.52, has been given to modify the payment schedule of this note."

RECORD OF ADVANCES					
AMOUNT	DATE	AMOUNT	DATE	AMOUNT	DATE
(1) \$ 4000.00	4/26/83	(8) \$		(15) \$	
(2) \$ 10,650.00	5/11/83	(9) \$		(16) \$	
(3) \$ 24,850.00	6/10/83	(10) \$		(17) \$	
(4) \$		(11) \$		(18) \$	
(5) \$		(12) \$		(19) \$	
(6) \$		(13) \$		(20) \$	
(7) \$		(14) \$		(21) \$	
TOTAL \$				39,500.00	

EXHIBIT B

USDA-FmHA
Form FmHA 427-1 SC
(Rev. 5-4-82)

Position 5

Instrument File No.

4322

**REAL ESTATE MORTGAGE FOR SOUTH CAROLINA
PURCHASE MONEY MORTGAGE**

THIS MORTGAGE is made and entered into by Patricia A. White

APR 26 1983

residing in Horry County, South Carolina, whose post office address is

5101 Cannon Road, Conway, South Carolina 29526
herein called "Borrower," and the United States of America, noting through the Farmers Home Administration, United States Department of Agriculture, herein called the "Government":

WHEREAS Borrower is indebted to the Government as evidenced by one or more promissory note(s) or assumption agreement(s), herein called "note," which has been executed by Borrower, is payable to the order of the Government, authorizes acceleration of the entire indebtedness at the option of the Government upon any default by Borrower, and is described as follows:

<u>Date of Instrument</u>	<u>Principal Amount</u>	<u>Annual Rate of Interest</u>	<u>Due Date of Final Installment</u>
April 26, 1983	\$39,500	10.75%	April 26, 2016

L. G. White - Bk 827 pg 761

(The interest rate for limited resource farm ownership or limited resource operating loan(s) secured by this instrument will be increased after 3 years, as provided in the Farmers Home Administration regulations and the note.)

And the note evidences a loan to Borrower, and the Government, at any time, may assign the note and insure the payment thereof pursuant to the Consolidated Farm and Rural Development Act, or Title V of the Housing Act of 1949, or any other statutes administered by the Farmers Home Administration;

And it is the purpose and intent of this instrument that, among other things, at all times when the note is held by the Government, or in the event the Government should assign this instrument without insurance of the note, this instrument shall secure payment of the note; but when the note is held by an insured holder, this instrument shall not secure payment of the note or attach to the debt evidenced thereby, but as to the note and such debt shall constitute an indemnity mortgage to secure the Government against loss under its insurance contract by reason of any default by Borrower;

And this instrument also secures the recapture of any interest credit or subsidy which may be granted to the Borrower by the Government pursuant to 42 U.S.C. §1490a.

NOW, THEREFORE, in consideration of the loan(s) and (a) at all times when the note is held by the Government, or in the event the Government should assign this instrument without insurance of the payment of the note, to secure prompt payment of the note and any renewals and extensions thereof and any agreements contained therein, including any provision for the payment of an insurance or other charge, (b) at all times when the note is held by an insured holder, to secure performance of Borrower's agreement herein to indemnify and save harmless the Government against loss under its insurance contract by reason of any default by Borrower, and (c) in any event and at all times to secure the prompt payment of all advances and expenditures made by the Government, with interest, as hereinafter described, and the performance of every covenant and agreement of Borrower contained herein or in any supplementary agreement, Borrower does hereby grant, bargain, sell, release, and assign unto the Government, with general warranty, the following property situated in the State of

South Carolina, County(ies) of Horry

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. O. Cox Surveyors dated June 23, 1980 being more specifically described as follows:

BOK 827 pg 761

FmHA 427-1 SC (Rev. 5-4-82)

*Filed
Horry County
1983 April 26
P4.33*

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 59° E 146.48' along 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.

BEING the same property conveyed to the mortgagors by deed of L. W. Paul Construction Company, Inc., dated April 26, 1983 in the Office of the Clerk of Court for Horry County in Deed Book 191 at Page 241.

together with all rights, interests, easements, hereditaments and appurtenances thereunto belonging, the rents, issues, and profits thereof and the issues and income therefrom, all improvements and personal property now or later attached thereto or reasonably necessary to the use thereof, including, but not limited to, ranges, refrigerators, clothes washers, clothes dryers, or carpeting purchased or financed in whole or in part with loan funds, all water, water rights, and water stock pertaining thereto, and all payments at any time owing to Borrower by virtue of any sale, lease, transfer, conveyance, or condemnation of any part thereof or interest therein all of which are herein called "the property";

TO HAVE AND TO HOLD the property unto the Government and its assigns forever in fee simple.

BORROWER for Borrower's self, Borrower's heirs, executors, administrators, successors and assigns WARRANTS THE TITLE to the property to the Government against all lawful claims and demands whatsoever except any liens, encumbrances, easements, reservations, or conveyances specified hereinabove, and COVENANTS AND AGREES as follows:

(1) To pay promptly when due any indebtedness to the Government hereby secured and to indemnify and save harmless the Government against any loss under its insurance of payment of the note by reason of any default by Borrower. At all times when the note is held by an insured holder, Borrower shall continue to make payments on the note to the Government, as collection agent for the holder.

(2) To pay to the Government such fees and other charges as may now or hereafter be required by regulations of the Farmers Home Administration.

(3) If required by the Government, to make additional monthly payments of 1/12 of the estimated annual taxes, assessments, insurance premiums and other charges upon the mortgaged premises.

(4) Whether or not the note is insured by the Government, the Government may at any time pay any other amounts required herein to be paid by Borrower and not paid by Borrower when due, as well as any costs and expenses for the preservation, protection, or enforcement of this lien, as advances for the account of Borrower. All such advances shall bear interest at the rate borne by the note which has the highest interest rate.

(5) All advances by the Government as described by this instrument, with interest, shall be immediately due and payable by Borrower to the Government without demand at the place designated in the latest note and shall be secured hereby. No such advances by the Government shall relieve Borrower from breach of Borrower's covenant to pay. Any payment made by Borrower may be applied on the note or any indebtedness to the Government secured hereby, in any order the Government determines.

(6) To use the loan evidenced by the note solely for purposes authorized by the Government.

(7) To pay when due all taxes, liens, judgments, encumbrances, and assessments lawfully attaching to or assessed against the property, and promptly deliver to the Government without demand receipts evidencing such payments.

(8) To keep the property insured as required by and under insurance policies approved by the Government and, at its request, to deliver such policies to the Government.

(9) To maintain improvements in good repair and make repairs required by the Government; operate the property in a good and husbandmanlike manner; comply with such farm conservation practices and farm and home management plans as the Government from time to time may prescribe; and not to abandon the property, or cause or permit waste, lessening or impairment of the security covered hereby, or, without the written consent of the Government, cut, remove, or lease any timber, gravel, oil, gas, coal, or other minerals except as may be necessary for ordinary domestic purposes.

(10) To comply with all laws, ordinances, and regulations affecting the property.

(11) To pay or reimburse the Government for expenses reasonably necessary or incidental to the protection of the lien and priority hereof and to the enforcement of or the compliance with the provisions hereof and of the note and any supplementary agreement (whether before or after default), including but not limited to costs of evidence of title to and survey of the property, costs of recording this and other instruments, attorneys' fees, trustees' fees, court costs, and expenses of advertising, selling, and conveying the property.

(12) Neither the property nor any portion thereof or interest therein shall be leased, assigned, sold, transferred, or encumbered voluntarily or otherwise, without the written consent of the Government. The Government shall have the sole and exclusive rights as mortgagee hereunder, including but not limited to the power to grant consents, partial releases, subordinations, and satisfaction, and no insured holder shall have any right, title or interest in or to the lien or any benefits hereof.

(13) At all reasonable times the Government and its agents may inspect the property to ascertain whether the covenants and agreements contained herein or in any supplementary agreement are being performed.

(14) The Government may (a) extend or defer the maturity of, and renew and reestablish the payments on, the debt evidenced by the note or any indebtedness to the Government secured by this instrument, (b) release any party who is liable under the note or for the debt from liability to the Government, (c) release portions of the property and subordinate its lien, and (d) waive any other of its rights under this instrument. Any and all this can and will be done without affecting the lien or the priority of this instrument or Borrower's or any other party's liability to the Government for payment of the note or debt secured by this instrument unless the Government says otherwise in writing. HOWEVER, any forbearance by the Government—whether once or often—in exercising any right or remedy under this instrument, or otherwise afforded by applicable law, shall not be a waiver of or preclude the exercise of any such right or remedy.

(15) If at any time it shall appear to the Government that Borrower may be able to obtain a loan from a production credit association, a Federal land bank, or other responsible cooperative or private credit source, at reasonable rates and terms for loans for similar purposes and periods of time, Borrower will upon the Government's request, apply for and accept such loan in sufficient amount to pay the note and any indebtedness secured hereby and to pay for any stock necessary to be purchased in a cooperative lending agency in connection with such loan.

(16) Default hereunder shall constitute default under any other real estate, or under any personal property, or other security instrument held or insured by the Government and executed or assumed by Borrower, and default under any such other security instrument shall constitute default hereunder.

(17) SHOULD DEFAULT occur in the performance or discharge of any obligation in this instrument or secured by this instrument, it should the parties named as Borrower die or be declared incompetent, or should any one of the parties named as Borrower be declared a bankrupt or an insolvent, or make an assignment for the benefit of creditors, the Government, at its option, with or without notice, may: (a) declare the entire amount unpaid under the note and any indebtedness to the Government hereby secured immediately due and payable, (b) for the account of Borrower incur and pay reasonable expenses for repair or maintenance of and take possession of, operation rent the property, (c) upon application by it and production of this instrument, without other evidence and without notice of hearing of said application, have a receiver appointed for the property, with the usual powers of receivers in like cases, (d) foreclose this instrument as provided herein or by law, and (e) enforce any and all other rights and remedies provided herein or by present or future laws.

(18) The proceeds of foreclosure sale shall be applied in the following order to the payment of: (a) costs and expenses incident to enforcing or complying with the provisions hereof, (b) any prior liens required by law or a competent court to be so paid, (c) the debt evidenced by the note and all indebtedness to the Government secured hereby, (d) inferior liens of record required by law or a competent court to be so paid, (e) at the Government's option, any other indebtedness of Borrower or owing to or insured by the Government, and (f) any balance to Borrower. At foreclosure or other sale of all or any part of the property, the Government and its agents may bid and purchase as a stranger and may pay the Government's share of the purchase price by crediting such amount on any debt of Borrower owing to or insured by the Government, in the order prescribed above.

(19) Borrower agrees that the Government will not be bound by any present or future State law: (a) providing for valuation, appraisal, homestead or exemption of the property, (b) prohibiting maintenance of an action for a deficiency judgment or limiting the amount thereof or the time within which such action may be brought, (c) prescribing any other statute of limitations, (d) allowing any rights of redemption or possession following any foreclosure sale, or (e) limiting the conditions which the Government may by regulation impose, including the interest rate it may charge, as a condition of approving a transfer of the property to a new Borrower. Borrower expressly waives the benefit of any such State law. Borrower hereby relinquishes, waives, and conveys all rights, inchoate or consummate, of descent and dower.

(20) If any part of the loan for which this instrument is given shall be used to finance the purchase, construction or repair of property to be used as an owner-occupied dwelling (hereinafter called "the dwelling") and if Borrower intends to sell or rent the dwelling and has obtained the Government's consent to do so (a) neither Borrower nor anyone authorized to act for Borrower will, after receipt of a bona fide offer, refuse to negotiate for the sale or rental of the dwelling or will otherwise make unavailable or deny the dwelling to anyone because of race, color, religion, sex or national origin, and (b) Borrower recognizes as illegal and hereby disclaims, and will not comply with or attempt to enforce any restrictive covenants on the dwelling relating to race, color, religion, sex or national origin.

(21) This instrument shall be subject to the present regulations of the Farmers Home Administration, and to its future regulations not inconsistent with the express provisions hereof.

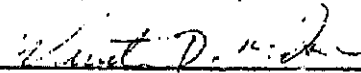
(22) Notices given hereunder shall be sent by certified mail, unless otherwise required by law, and addressed, unless and until some other address is designated in a notice so given, in the case of the Government to Farmers Home Administration at Columbia, South Carolina 29201, and in the case of Borrower at the address shown in the Farmers Home Administration Finance Office records (which normally will be the same as the post office address shown above).

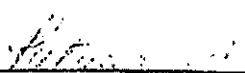
(23) If any provision of this instrument or application thereof to any person or circumstances is held invalid, such invalidity will not affect other provisions or applications of the instrument which can be given effect without the invalid provision or application, and to that end the provisions hereof are declared to be severable.

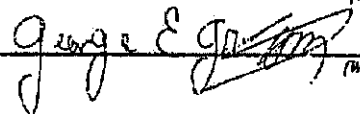
IN WITNESS WHEREOF, Borrower has hereunto set Borrower's hand(s) and seal(s) this 26th day

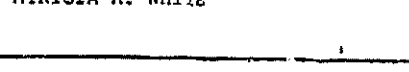
of April, 1981

Signed, Sealed, and Delivered in the presence of:


(Witness)


PATRICIA A. WHITE (SEAL)


(Witness)


(SEAL)

OFF 527 JUL 763

AFFIDAVIT OF SUBSCRIBING WITNESS

STATE OF SOUTH CAROLINA)

COUNTY OF HORRY)

Before me, Sally M. Sarvis, Notary Public of South Carolina, personally appeared Winston D. McIver and made oath that he saw the within named Patricia A. White sign, seal and as her act and deed, deliver the within written mortgage for the uses and purposes therein mentioned, and that with George E. Graham witnessed the execution thereof, and subscribed their names as witnesses thereto.

SWORN to and subscribed before me, this 25th day of April, 19 83.

(Notary Public of South Carolina)

(Witness)

(SEAL)

My commission expires on June 20, 1990

RENUNCIATION OF DOWER
FEMALE MORTGAGOR

STATE OF SOUTH CAROLINA)

COUNTY OF _____)

I, _____, Notary Public of South Carolina, do hereby certify unto all whom it may concern that Mrs. _____, the wife of the within named _____, did this day appear before me, and upon being privately and separately examined by me, did declare that she does freely, voluntarily and without any compulsion, dread or fear of any person or persons whomsoever, renounce, release and forever relinquish unto the United States of America, acting through the Farmers Home Administration, United States Department of Agriculture, its successors and assigns, all her interest and estate, and also all her right and claim of dower, of, in or to all and singular the premises within mentioned and released.

GIVEN under my hand and seal, this _____ day of _____, 19 _____

(SEAL)

(Signature of Wife)

My commission expires on _____

(Notary Public of South Carolina)

AFFIDAVIT OF SERVICE

State of South Carolina

County of Horry

Common Pleas Court

Case Number: 2021-CP-26-0144

Plaintiff:

United States of America et al.,

vs.

Defendant:

Patricia A White et al.,

For:

Harrell, Martin & Peace, P.A.

135 Columbia Ave

P O Box 1000

Chapin, SC 29036

Received by SWS to be served on **PATRICIA A WHITE, 1801 Catus Dr, Loris, SC 29569.**I, Edward Milligan, being duly sworn, depose and say that on the **26th day of August, 2021 at 6:00 pm, I:**

Individually Served the within named person with a true copy of this **SECOND Amended Lis Pendens, Amended Summons, Complaint and AMENDED Notice of Right to Foreclosure Intervention and Notice Required by the Fair Debt Collection Practices Act, Exhibits** with the date and hour endorsed thereon by me, pursuant to State Statutes.

Description of Person Served: Age: 50, Sex: F, Race/Skin Color: B, Height: 5'5, Weight: 180, Hair: BLK, Glasses: N

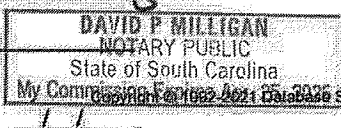
I certify that I am over the age of 18, have no interest in the above action, and in good standing, in the judicial circuit in which the process was served.

Subscribed and Sworn to before me on the 27th day of August, 2021 by the affiant who is personally known to me.



PRINT NAME

NOTARY PUBLIC




Edward Milligan
Process Server

SWS

Our Job Serial Number: DPM-2021001028
Ref: USDA v White

STATE OF SOUTH CAROLINA

COUNTY OF HORRY

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

PLAINTIFF,

vs.

Patricia A. White, aka Patricia Ann White, and
Family Services, Inc.

DEFENDANT(S).

IN THE COURT OF COMMON PLEAS

C/A NO: 2021-CP-26-00144

AFFIDAVIT OF SERVICE

Service of Process on: FAMILY SERVICES, INC, REGISTERED AGENT,

CAPRICE ATTERBURY

The undersigned, being first duly sworn, on oath deposes and states: That s(he) is now and at all times herein mentioned a citizen of the United States, over the age of eighteen, not an officer of a plaintiff corporation, not a party to nor interested in the above entitled action, has the authority to serve pleadings in the State named above, and is competent to be a witness therein.

Documents Served:

- | | | |
|--|--|--|
| ☐ LP | ☒ Amended LP | ☐ Amended CARESact |
| ☒ Summons & Complaint | ☐ Amended Summons & Complaint | ☒ CARESact |
| ☒ Notice of F/C Intervention | ☐ Amended Notice of F/C Intervention | ☐ Rule To Show Cause |
| ☒ Certification from Exemption ADR | ☐ Amended Certification from Exemption From ADR | |

This affiant served the above-described documents at 8084 RIVERS AVENUE, SUITE 100, NORTH CHARLESTON SC 29406 on the 13TH day of January, 2021 at 11:51 AM by delivering 1 copies of same to:

☐ **INDIVIDUAL SERVICE:** ☐ **MET DEFENDANT AT**

☐ **SUBSTITUTE SERVICE** by leaving a copy of the above-described documents at his/her usual place of abode with (relationship/paralegal): _____ a person residing therein of suitable age and discretion who confirmed the Defendant resides at the above address and informed that person of the contents thereof.

☒ **CORPORATE OR GOVERNMENT SERVICE** by leaving a copy of this process with KENYA VARGAS (Title) ASSISTANT WITH THE REGISTERED AGENT, , a person authorized to accept service and informed that the person of the contents thereof.

MILITARY No

MOBILE HOME PICTURES E-MAILED

MARRIED

HOUSE

PROPERTY ADDRESS:

OWNER OCCUPIED:

MOBILE HOME:

COMMENTS:

THE DESCRIPTION OF THE PERSON WITH WHOM THE COPY OF THIS PROCESS WAS LEFT IS AS FOLLOWS:
Age 30'S Gender Female Race H Height 5'4 Weight 145 Hair BLACK Glasses NO

Signature of Process Server: The undersigned declares, under penalty of perjury, that the foregoing is true and correct and that he/she is over the age of 18 and is not interested party in this action.

NAME: JAMES LEFEVER [Signature] 1-13-21
Print Signature Date

Notary Public: Subscribed and sworn before me on this 13th day of January in the year of 2021

Personally known to me ☒ Or ☐ identified by the following document:

Notary Public for SOUTH CAROLINA

Commission Expiration: November 14TH, 2027 Type:

Notary Public (Legal Signature)

ROA074

ELECTRONICALLY FILED - 2021 Jan 25 3:44 PM - HORRY - COMMON PLEAS - CASE#2021CP2600144

STATE OF SOUTH CAROLINA
COUNTY OF HORRY

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

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.

**MOTION TO APPOINT GUARDIAN
AD LITEM
AND CONSENT
(Non-Jury)
FORECLOSURE
(Deficiency Waived)**

The Plaintiff alleges:

1. This is an action to foreclose a mortgage of real estate located in Horry County, South Carolina.
2. Upon information and belief Defendant(s) Patricia A. White a/k/a Patricia Ann White ("Defendant White") may be mentally incompetent.
3. Plaintiff is informed and believes that Thomas D. Kilpatrick, Esquire is a competent and discreet person to investigate Defendant White's capacity and determine if she is in need of a Guardian Ad Litem to protect her interests.

WHEREFORE, Plaintiff moves that Thomas D. Kilpatrick, Esquire be appointed Guardian *Ad Litem* to investigate whether or not representation is needed, and if so, to represent Defendant White, who has or may claim to have some right, title or interest in the property which is the subject of this action.

HARRELL, MARTIN & PEACE, P.A.

BY: s/Taylor A. Peace
Taylor A. Peace #100206
135 Columbia Avenue
Post Office Box 1000
Chapin, South Carolina 29036
(803) 345-3353
ATTORNEY FOR PLAINTIFF

Chapin, South Carolina
September 16, 2021

CONSENT

I CONSENT to act as Guardian *Ad Litem* for Patricia A. White a/k/a Patricia Ann White.

s/Thomas D. Kilpatrick
Thomas D. Kilpatrick, Esquire
The Murphy Law Group, P.A.
2512 Devine Street
Columbia, SC 29205

Columbia, South Carolina
September 16, 2021.

STATE OF SOUTH CAROLINA
COUNTY OF HORRY

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

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.

**MOTION TO APPOINT GUARDIAN
AD LITEM
AND CONSENT
(Non-Jury)
FORECLOSURE
(Deficiency Waived)**

The Plaintiff alleges:

1. This is an action to foreclose a mortgage of real estate located in Horry County, South Carolina.
2. Upon information and belief Defendant(s) Patricia A. White a/k/a Patricia Ann White ("Defendant White") may be mentally incompetent.
3. Plaintiff is informed and believes that Thomas D. Kilpatrick, Esquire is a competent and discreet person to investigate Defendant White's capacity and determine if she is in need of a Guardian Ad Litem to protect her interests.

WHEREFORE, Plaintiff moves that Thomas D. Kilpatrick, Esquire be appointed Guardian *Ad Litem* to investigate whether or not representation is needed, and if so, to represent Defendant White, who has or may claim to have some right, title or interest in the property which is the subject of this action.

HARRELL, MARTIN & PEACE, P.A.

BY: s/Taylor A. Peace
Taylor A. Peace #100206
135 Columbia Avenue
Post Office Box 1000
Chapin, South Carolina 29036
(803) 345-3353
ATTORNEY FOR PLAINTIFF

Chapin, South Carolina
September 16, 2021

CONSENT

I CONSENT to act as Guardian *Ad Litem* for Patricia A. White a/k/a Patricia Ann White.

s/Thomas D. Kilpatrick
Thomas D. Kilpatrick, Esquire
The Murphy Law Group, P.A.
2512 Devine Street
Columbia, SC 29205

Columbia, South Carolina
September 16, 2021.

STATE OF SOUTH CAROLINA
COUNTY OF HORRY

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

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.

NOTICE OF HEARING

TO THE ABOVE-NAMED DEFENDANT:

A hearing on the Motion to Appoint Guardian Ad Litem and Consent has been scheduled in the above-referenced action for **June 1, 2022 at 9:30 A.M. via Webex**, before the Honorable Kristi Curtis. Instructions on how to access Judge Curtis's virtual courtroom are attached hereto for your review and reference. You may also contact the court for instructions.

Please accept this Notice of Hearing as notice of such application.

HARRELL, MARTIN & PEACE, P.A.

s/Taylor A. Peace

Taylor A. Peace #100206

135 Columbia Avenue

Post Office Box 1000

Chapin, South Carolina 29036

(803) 345-3353

ATTORNEY FOR PLAINTIFF

Chapin, South Carolina
May 20, 2022

STATE OF SOUTH CAROLINA
COUNTY OF HORRY

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

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.

CERTIFICATE OF SERVICE

I, Madelyn Mason, Paralegal to Taylor A. Peace of the firm of Harrell, Martin & Peace, P.A., do hereby certify that I have served a copy of the below named document upon the parties listed below by U.S. Mail, postage prepaid, and addressed as follows:

DOCUMENT SERVED:

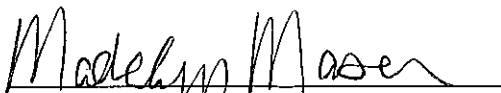
Notice of Hearing

PARTIES SERVED:

Thomas D. Kilpatrick, Esquire
2512 Devine St.
Columbia, South Carolina 29205

Patricia Ann White
1804 Cactus Drive
Loris, SC 29569

Family Services, Inc.
c/o Registered Agent
8084 Rivers Avenue, Suite 100
North Charleston, SC 29406


Madelyn Mason

May 20, 2022

FORM 4

STATE OF SOUTH CAROLINA
COUNTY OF Horry
IN THE COURT OF COMMON PLEAS

JUDGMENT IN A CIVIL CASE

CASE NO. 2021CP2600144

United States Of America et al
 PLAINTIFF(S)

Patricia A White et al
 DEFENDANT(S)

DISPOSITION TYPE (CHECK ONE)

- ☐ **JURY VERDICT.** This action came before the court for a trial by jury. The issues have been tried and a verdict rendered.
- ☒ **DECISION BY THE COURT.** This action came to trial or hearing before the court. The issues have been tried or heard and a decision rendered.
- ☐ **ACTION DISMISSED** (*CHECK REASON*): ☐ Rule 12(b), SCRPC; ☐ Rule 41(a), SCRPC (Vol. Nonsuit); ☐ Rule 43(k), SCRPC (Settled);
☐ Other
- ☐ **ACTION STRICKEN** (*CHECK REASON*): ☐ Rule 40(j), SCRPC; ☐ Bankruptcy;
☐ Binding arbitration, subject to right to restore to confirm, vacate or modify arbitration award;
☐ Other
- ☐ **STAYED DUE TO BANKRUPTCY**
- ☐ **DISPOSITION OF APPEAL TO THE CIRCUIT COURT** (*CHECK APPLICABLE BOX*):
☐ Affirmed; ☐ Reversed; ☐ Remanded;
☐ Other

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

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

Plaintiff's Motion/Appointment of Guardian Ad Litem is Granted. A formal Order to follow by Attorney Peace.

ORDER INFORMATION

This order ☐ ends ☒ does not end the case.

☐ See Page 2 for additional information.

For Clerk of Court Office Use Only

This judgment was electronically entered by the Clerk of Court as reflected on the Electronic Time Stamp, and a copy mailed first class to any party not proceeding in the Electronic Filing System on 06/14/2022 .

Rural Housing Service
 Department Of Agriculture United States
 Family Services Inc

NAMES OF TRADITIONAL FILERS SERVED BY MAIL

Court Reporter:

E-Filing Note: The date of Entry of Judgment is the same date as reflected on the Electronic File Stamp and the clerk's entering of the date of judgment above is not required in those counties. The clerk will mail a copy of the judgment to parties who are not E-Filers or who are appearing pro se. See Rule 77(d), SCRCP.



Horry Common Pleas

Case Caption: United States Of America , plaintiff, et al VS Patricia A White ,
defendant, et al

Case Number: 2021CP2600144

Type: Order/Electronic Form 4

So Ordered

s/ Kristi F. Curtis, Circuit Court Judge, No. 2762

Electronically signed on 2022-06-14 13:28:10 page 3 of 3

STATE OF SOUTH CAROLINA
COUNTY OF HORRY

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

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.,

Defendant.

**ORDER APPOINTING
GUARDIAN AD LITEM**

(Deficiency Waived)

THIS MATTER came before the Court on June 1, 2022 at 9:30 A.M. for a hearing on the Motion for Guardian Ad Litem filed by Plaintiff United States of America, acting through the Rural Housing Service or successor agency, United States Department of Agriculture. Present at the hearing was Plaintiff's counsel, Taylor A. Peace, Esq., and the proposed Guardian *ad Litem*, Thomas D. Kilpatrick, Esq. Despite due and proper notice being served upon them, Defendant Patricia A. White a/k/a Patricia Ann White ("Ms. White") and Family Services, Inc. failed and refused to appear.

From a review of the Motion, Plaintiff seeks to have a Guardian *ad Litem* appointed for Ms. White based on information Plaintiff received that Ms. White may have mental health and/or other capacity issues that would affect her ability to protect her interest in the above reference case in which Plaintiff seeks to foreclose a mortgage encumbering Ms. White's home. At a minimum, Plaintiff asks the Court to appoint Mr. Kilpatrick for the purposes of determining whether Ms. White is in need of Guardian *ad Litem*. Prior to the hearing, Plaintiff's counsel provided the Court some of Ms. White's medical records, which were viewed *in camera*, and which disclosed that

Ms. White may, indeed, suffer from mental health and/or capacity issues which may affect her ability to protect her interest in the above referenced case. It also appears that Mr. Kilpatrick is also a discrete and competent person who has no interest, adverse or otherwise, in the above referenced matter. Additionally, Mr. Kilpatrick has consented to serve. As a result, he is qualified to serve as Ms. White's guardian *ad litem*.

NOW THEREFORE, IT IS HEREBY ORDERED that, pursuant to Rule 17, SCRCP, Thomas D. Kilpatrick, Esquire is appointed as Guardian Ad Litem for Ms. White, who has or may claim an interest in the property that is the subject of this action, commonly known as 3470 Highway 917, Loris, South Carolina 29569; and

IT IS ALSO ORDERED that Mr. Kilpatrick is empowered and directed to appear on behalf of and represent Ms. White; and

IT IS ADDITIONALLY ORDERED that Mr. Kilpatrick's appointment shall terminate upon the disposition of the above-referenced case.

IT IS SO ORDERED.

[ELECTRONIC SIGNATURE PAGE TO FOLLOW]



Horry Common Pleas

Case Caption: United States Of America , plaintiff, et al VS Patricia A White ,
defendant, et al

Case Number: 2021CP2600144

Type: Order/Appointment Of Guardian Ad Litem

So Ordered

s/ Kristi F. Curtis, Circuit Court Judge, No. 2762

Electronically signed on 2022-06-14 17:06:55 page 3 of 3

ELECTRONICALLY FILED - 2022 Jun 15 8:04 AM - HORRY - COMMON PLEAS - CASE#2021CP2600144

ROA086

STATE OF SOUTH CAROLINA

IN THE COURT OF COMMON PLEAS

COUNTY OF HORRY

C/A NO.: 2021-CP-26-00144

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

Plaintiff,

CONSENT ORDER OF REFERENCE

vs.

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

Defendants.

It appearing that pursuant to Rule 53(b) SCRPC, as amended September 1, 2002, that the herein action is for foreclosure of the Plaintiff's mortgage lien and is an appropriate action to be referred to Alan D. Clemmons, Master in Equity for Horry County, with authority to enter a final judgment in the case. It further appears that the Defendant Family Services, Inc., is in default as documented by the Affidavit of Default filed herein.

NOW, upon motion of Taylor Peace, Attorney for Plaintiff, by and with the consent of the attorneys for the answering defendants, if any,

IT IS HEREBY ORDERED, that this action is hereby referred to Alan D. Clemmons, Master in Equity for Horry County, who, pursuant to Rule 53(b) SCRPC, shall exercise all power and authority which a Circuit Judge sitting without a jury would have, including but not limited to, making findings of fact and conclusions of law; directing entry of a final judgment in this action under Rule 53(b) SCRPC; hearing any issues, including motions, after sale or judgment; issuing any and all Orders and Supplemental Orders, Writs of Assistance and hearing any issues involving possession and/or removal of property and appraisal proceedings under Section 29-3-360, *et seq.* of the South Carolina Code. Pursuant to Rule 53(b) SCRPC, any appeal from the final judgment by the Master in Equity for Horry County shall be to the Supreme Court or the Court of Appeals

as provided by the South Carolina Appellate Court Rules. Any judicial sale of the property subject of this action may be held on a day other than the regular judicial sale day.

IT IS SO ORDERED.

ON MOTION OF:

HARRELL, MARTIN & PEACE, P.A.

s/Taylor A. Peace
Taylor A. Peace #100206
135 Columbia Avenue
Post Office Box 1000
Chapin, South Carolina 29036
(803) 345-3353
ATTORNEY FOR PLAINTIFF

WITH THE CONSENT OF:

MURPHY AND KILPATRICK, P.A.

s/Thomas D. Kilpatrick
Thomas D. Kilpatrick
2512 Devine St.
Columbia, South Carolina 2205
(803) 254-7091
ATTORNEY FOR DEFENDANT
PATRICIA A. WHITE A/K/A PATRICIA ANN WHITE



Horry Common Pleas

Case Caption: United States Of America , plaintiff, et al VS Patricia A White ,
defendant, et al

Case Number: 2021CP2600144

Type: Order/Referred to Master or Special Referee

So Ordered

s/Renee N. Elvis, Horry County Clerk of Court

Electronically signed on 2022-09-16 14:15:53 page 3 of 3

STATE OF SOUTH CAROLINA

IN THE COURT OF COMMON PLEAS

COUNTY OF HORRY

C/A NO.: 2021-CP-26-00144

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

Plaintiff,

**AFFIDAVIT OF
DEFAULT**

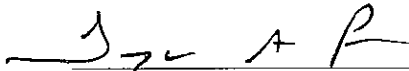
vs.

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

Defendants.

PERSONALLY appeared before me the undersigned attorney for Plaintiff, who being duly sworn, deposes and says: that the Summons and Complaint were served upon the Defendant Family Services, Inc. on January 13, 2021, as shown by the Affidavit of Service filed herein; that the Amended Summons and Amended Complaint were served upon the Defendant Family Services, Inc. on July 14, 2021, as shown by the Certificate of Service filed herein; that more than thirty (30) days have elapsed since the said Defendant Family Services, Inc. was served; that the said Family Services, Inc. has served no Answer or other responsive pleading upon the Plaintiff's attorneys as required by the Summons; and that the said Family Services, Inc. is in default.

HARRELL, MARTIN & PEACE, P.A.



Taylor A. Peace #100206
135 Columbia Avenue
Post Office Box 1000
Chapin, South Carolina 29036
(803) 345-3353
ATTORNEY FOR PLAINTIFF

SWORN to before me this 15th
day of September, 2022.

 (SEAL)

Notary Public for South Carolina
My Commission Expires: 06/15/2032

STATE OF SOUTH CAROLINA

IN THE COURT OF COMMON PLEAS

COUNTY OF HORRY

C/A NO.: 2021-CP-26-00144

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

Plaintiff,

vs.

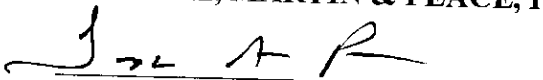
Patricia A. White a/k/a Patricia Ann White,
and Family Services, Inc.,

Defendants.

AFFIDAVIT OF NON-MILITARY SERVICE

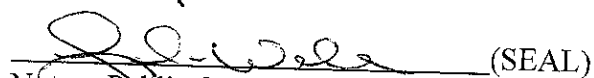
PERSONALLY appeared before me the undersigned attorney for Plaintiff, who being duly sworn, deposes and says: that he is familiar with the provisions of 50 U.S.C. App §520, Servicemembers Civil Relief Act, amended December 19, 2003, and represents to the court that upon information available to Plaintiff obtained from the Department of Defense Manpower Data Center website, a copy of which is attached hereto as Exhibit "A" and made a record hereof, the Defendant Patricia A. White a/k/a Patricia Ann White is not in the military service of the United States and therefore, not entitled to the protection of the Servicemembers Civil Relief Act, as amended December 19, 2003.

HARRELL, MARTIN & PEACE, P.A.



Taylor A. Peace #100206
135 Columbia Avenue
Post Office Box 1000
Chapin, South Carolina 29036
(803) 345-3353
ATTORNEY FOR PLAINTIFF

SWORN to before me this 15th
day of September, 2022.

 (SEAL)

Notary Public for South Carolina

My Commission Expires: 06/15/2032



Status Report Pursuant to Servicemembers Civil Relief Act

SSN: XXX-XX-7722
Birth Date:
Last Name: WHITE
First Name: PATRICIA
Middle Name:
Status As Of: Sep-16-2022
Certificate ID: 5LSFT9RJPG8B46H

On Active Duty On Active Duty Status Date			
Active Duty Start Date	Active Duty End Date	Status	Service Component
NA	NA	No	NA
This response reflects the individuals' active duty status based on the Active Duty Status Date			

Left Active Duty Within 367 Days of Active Duty Status Date			
Active Duty Start Date	Active Duty End Date	Status	Service Component
NA	NA	No	NA
This response reflects where the individual left active duty status within 367 days preceding the Active Duty Status Date			

The Member or His/Her Unit Was Notified of a Future Call-Up to Active Duty on Active Duty Status Date			
Order Notification Start Date	Order Notification End Date	Status	Service Component
NA	NA	No	NA
This response reflects whether the individual or his/her unit has received early notification to report for active duty			

Upon searching the data banks of the Department of Defense Manpower Data Center, based on the information that you provided, the above is the status of the individual on the active duty status date as to all branches of the Uniformed Services (Army, Navy, Marine Corps, Air Force, NOAA, Public Health, and Coast Guard). This status includes information on a Servicemember or his/her unit receiving notification of future orders to report for Active Duty.

Michael V. Sorrento, Director
Department of Defense - Manpower Data Center
400 Gigling Rd.
Seaside, CA 93955

ELECTRONICALLY FILED - 2022 Sep 19 4:15 PM - HARRY - COMMON PLEAS - CASE#2021CP2600144

The Defense Manpower Data Center (DMDC) is an organization of the Department of Defense (DoD) that maintains the Defense Enrollment and Eligibility Reporting System (DEERS) database which is the official source of data on eligibility for military medical care and other eligibility systems.

The DoD strongly supports the enforcement of the Servicemembers Civil Relief Act (50 USC App. § 3901 et seq, as amended) (SCRA) (formerly known as the Soldiers' and Sailors' Civil Relief Act of 1940). DMDC has issued hundreds of thousands of "does not possess any information indicating that the individual is currently on active duty" responses, and has experienced only a small error rate. In the event the individual referenced above, or any family member, friend, or representative asserts in any manner that the individual was on active duty for the active duty status date, or is otherwise entitled to the protections of the SCRA, you are strongly encouraged to obtain further verification of the person's status by contacting that person's Service. Service contact information can be found on the SCRA website's FAQ page (Q35) via this URL: <https://scra.dmdc.osd.mil/scra/#/faqs>. If you have evidence the person was on active duty for the active duty status date and you fail to obtain this additional Service verification, punitive provisions of the SCRA may be invoked against you. See 50 USC App. § 3921(c).

This response reflects the following information: (1) The individual's Active Duty status on the Active Duty Status Date (2) Whether the individual left Active Duty status within 367 days preceding the Active Duty Status Date (3) Whether the individual or his/her unit received early notification to report for active duty on the Active Duty Status Date.

More information on "Active Duty Status"

Active duty status as reported in this certificate is defined in accordance with 10 USC § 101(d) (1). Prior to 2010 only some of the active duty periods less than 30 consecutive days in length were available. In the case of a member of the National Guard, this includes service under a call to active service authorized by the President or the Secretary of Defense under 32 USC § 502(f) for purposes of responding to a national emergency declared by the President and supported by Federal funds. All Active Guard Reserve (AGR) members must be assigned against an authorized mobilization position in the unit they support. This includes Navy Training and Administration of the Reserves (TARs), Marine Corps Active Reserve (ARs) and Coast Guard Reserve Program Administrator (RPAs). Active Duty status also applies to a Uniformed Service member who is an active duty commissioned officer of the U.S. Public Health Service or the National Oceanic and Atmospheric Administration (NOAA Commissioned Corps).

Coverage Under the SCRA is Broader in Some Cases

Coverage under the SCRA is broader in some cases and includes some categories of persons on active duty for purposes of the SCRA who would not be reported as on Active Duty under this certificate. SCRA protections are for Title 10 and Title 14 active duty records for all the Uniformed Services periods. Title 32 periods of Active Duty are not covered by SCRA, as defined in accordance with 10 USC § 101(d)(1).

Many times orders are amended to extend the period of active duty, which would extend SCRA protections. Persons seeking to rely on this website certification should check to make sure the orders on which SCRA protections are based have not been amended to extend the inclusive dates of service. Furthermore, some protections of the SCRA may extend to persons who have received orders to report for active duty or to be inducted, but who have not actually begun active duty or actually reported for induction. The Last Date on Active Duty entry is important because a number of protections of the SCRA extend beyond the last dates of active duty.

Those who could rely on this certificate are urged to seek qualified legal counsel to ensure that all rights guaranteed to Service members under the SCRA are protected.

WARNING: This certificate was provided based on a last name, SSN/date of birth, and active duty status date provided by the requester. Providing erroneous information will cause an erroneous certificate to be provided.

ELECTRONICALLY FILED - 2022 Sep 19 4:15 PM - HOBBS - COMMON PLEAS - CASE#2021CP2600144

STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
	)	
COUNTY OF HORRY	)	CASE NO.: 2021-CP-26-00144
	)	
United States of America acting through	)	
the Rural Housing Service or successor	)	ANSWER OF COURT-APPOINTED
agency, United States Department of	)	GUARDIAN <i>AD LITEM</i> OF PATRICIA ANN
Agriculture;	)	WHITE
	)	
Plaintiff(s);	)	
	)	
Vs.	)	
	)	
Patricia A. White a/k/a Patricia Ann	)	
White, and Family Services, Inc.;	)	
	)	
Defendant(s);	)	
	)	

NOW COMES the Defendant Patricia A. White a/k/a Patricia Ann White (hereinafter referred to as “Defendant”), by and through her Guardian *Ad Litem*, Thomas D. Kilpatrick, who Answers the Plaintiff’s Amended Complaint and would respectfully show unto this Honorable Court the following.

FOR A FIRST DEFENSE
(General Denial)

1. Each and every allegation raised in the Amended Complaint not specifically admitted or qualified herein is expressly denied, and strict proof thereof is demanded.

FOR A SECOND DEFENSE
(Specific Denial)

2. Defendant realleges all allegations of this Answer as if repeated verbatim herein.

3. As to the allegations contained in Paragraph(s) 1-16 of Plaintiff’s Amended Complaint, Defendant is without sufficient knowledge to either admit or deny said allegations.

Accordingly, said allegations are denied, and strict proof is demanded thereof.

WHEREFORE, having answered the Plaintiff's Amended Complaint, the Defendant Patricia A. White a/k/a Patricia Ann White prays that this Honorable Court inquire into the matters herein and issue such an Order as will protect the rights of Patricia A. White a/k/a Patricia Ann White and issue such other and further relief as may be just and proper.

s/Thomas D. Kilpatrick
Thomas D. Kilpatrick
Murphy and Kilpatrick, LLP
2512 Devine Street
Columbia, SC 29205
(803) 254-7091

Attorney for Patricia A. White
a/k/a Patricia Ann White

SC Bar Number: 100661

Columbia, South Carolina
February 16, 2023

STATE OF SOUTH CAROLINA

IN THE COURT OF COMMON PLEAS

COUNTY OF HORRY

C/A NO.: 2021-CP-26-00144

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.

NOTICE OF HEARING

TO THE ABOVE-NAMED DEFENDANTS:

A final foreclosure hearing has been scheduled in the above-referenced action for **March 15, 2023 at 1:00 p.m.**, before the Honorable Alan Clemmons, the Master in Equity for Horry County.

This hearing will be held using remote communication technology to avoid the need for a physical appearance by any party, witness, or counsel. The hearing will be conducted by the Master-in-Equity Judge via the Webex Meeting video conferencing system, which has both audio and video capabilities. To join the video conference, please go to <https://horrycountygov.webex.com/horrycountygov/j.php?MTID=m104b8ff698c4f42241241ca2140857e6> and enter the Access code/Meeting ID. The Access code/Meeting ID is 2630 394 3435 and the Meeting Password: fPHKcZST623. If you are unable to access a computer, smartphone, or tablet, or wish to join only via telephone, please call 1-408-418-9388 and utilize the Access code/Meeting ID: 2630 394 3435 when prompted. If you need assistance joining (using either the audio or video method), please call our offices at 803-345-3353.

Pursuant to S.C. Code §14-11-110, Plaintiff intends to submit written testimony on its

behalf and will make the appropriate application to the Master in Equity for Horry County. Please accept this Notice of Hearing as notice of such application.

HARRELL, MARTIN & PEACE, P.A.

s/ Taylor A. Peace, Esq.

Taylor A. Peace, Esq., S.C. Bar No. 100206

Jamie A. Weller, Esq., S.C. Bar No. 105548

135 Columbia Avenue (Physical Address)

Post Office Box 1000 (Mailing Address)

Chapin, South Carolina 29036

(803) 345-3353

ATTORNEY FOR PLAINTIFF

Chapin, South Carolina

February 16, 2023

This communication is an attempt to collect a debt and any information obtained will be used for that purpose.

STATE OF SOUTH CAROLINA

IN THE COURT OF COMMON PLEAS

COUNTY OF HORRY

C/A NO.: 2021-CP-26-00144

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.

CERTIFICATE OF SERVICE

I, Jessie A. Bickley, Paralegal to Taylor A. Peace, Esq., of the firm of Harrell, Martin & Peace, P.A., do hereby certify that I have served a copy of the below named document upon the parties listed below by U.S. Mail, postage prepaid, and addressed as follows:

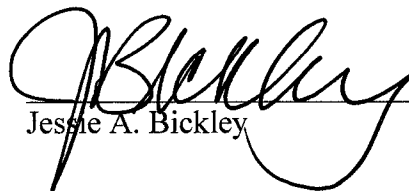
DOCUMENT SERVED:

Notice of Hearing

PARTIES SERVED:

Thomas D. Kilpatrick, Esq.
Guardian ad Litem
2512 Devine St.
Columbia, South Carolina 29205

Family Services, Inc.
8084 Rivers Avenue, Suite 100
North Charleston, South Carolina 29406



Jessie A. Bickley

February 17, 2023

STATE OF SOUTH CAROLINA

IN THE COURT OF COMMON PLEAS

COUNTY OF HORRY

C/A NO.: 2021-CP-26-00144

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,

**AFFIDAVIT OF ATTORNEY FEES
AND COSTS**

PERSONALLY APPEARED before me Taylor Peace who upon being duly sworn,
deposes and states:

1. I am an attorney for the Plaintiff in the above-referenced matter;
2. This case is an action to foreclose on a mortgage on real property located in the County listed in the caption above. The subject mortgage specifically provided that the Plaintiff is entitled to the recovery of attorneys' fees and costs associated with the collection of sums due under the Promissory Note.
3. My firm was retained by the Plaintiff to conduct this foreclosure action. The sum of One Thousand Seven Hundred Fifty and 00/100 (\$1,750.00) Dollars is customary in this area for similar legal services for attorneys of similar experience.
4. Under Dedes v. Strickland, 414 S.E.2d. 134 (S.C. 1992), the Supreme Court of South Carolina has set forth the factors to be considered in an award of attorney's fees in real property actions. These factors include nature, extent, and difficulty of the legal services rendered, the time and labor necessarily devoted to the case, the professional standing of counsel, the contingency of compensation,

and the beneficial result obtained, I respectfully submit that an award of attorney's fees to the full extent set forth in this Affidavit is appropriate, therefore, Plaintiffs are entitled to recover One Thousand Seven Hundred Fifty and 00/100 (\$1,750.00) Dollars in attorneys' fees.

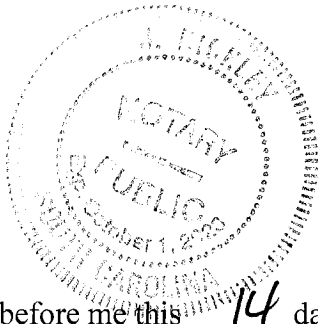
6. The costs in this matter are set forth in the proposed judgment order prepared by Plaintiff's attorney. These costs include filing fees, reference fees, service costs, and other miscellaneous costs. The costs are reasonable and necessary to pursue this action and are not, I believe, excessive given the nature, extent and difficulty of the legal services in this case, the time and labor devoted to this case, and the beneficial result obtained.

FURTHER DEPONENT SAYETH NOT.

HARRELL, MARTIN & PEACE, P.A.

Taylor A. Peace

Taylor A. Peace, Esq., S.C. Bar No. 100206
 Jamie A. Weller, Esq., S.C. Bar No. 105548
 135 Columbia Avenue (Physical Address)
 Post Office Box 1000 (Mailing Address)
 Chapin, South Carolina 29036
 (803) 345-3353
 ATTORNEY FOR PLAINTIFF



SWORN before me this 14 day of March, 2023

[Signature] (L.S.)
 Notary Public for South Carolina
 My Commission Expires: 10-1-2023

STATE OF SOUTH CAROLINA
COUNTY OF HORRY

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

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,

**AUTHORITY TO TESTIFY and
AFFIDAVIT OF DEBT**

BEFORE ME, the undersigned authority, personally appeared
Robert T. Meyer Jr., Foreclosure Supervisor, of United States of America
acting through the Rural Housing Service or successor agency, United States Department of
Agriculture ("Plaintiff") who being first duly sworn, deposed and says:

1. I am authorized to sign this affidavit on behalf of Plaintiff. I am further the
custodian of the records of this account.

2. Plaintiff has exercised its option under the Promissory Note ("Note"), Mortgage of
Real Estate and other applicable loan documents kept in the regular custody of business, to
accelerate the loan and declare the entire principal balance, together with interest, advances and
other charges immediately due and payable. Plaintiffs have the right to foreclose the subject
mortgage.

3. The business record attached as **Exhibit A**, which was personally reviewed by me,
is a true and correct summary of Patricia A. White a/k/a Patricia Ann White's ("White") account.

4. Plaintiffs' books and records reflect that there is now due and owing to the
Plaintiffs, exclusive of attorney's fees and costs, the following amounts:

a. Principal due \$ 52,304.02

b.	Interest thru March 15, 2023	\$ 83,800.94
c.	Subsidy Granted	\$ 37,328.38
d.	Late Charges	\$ 3,014.85
e.	Fees assessed	\$ 42,027.25
f.	Fees required with Payoff	\$ 16,340.63

Total Balance Due \$ 234,816.07

5. Interest at the rate of 10.75% continues to accrue for each day that the debt remains unpaid at a rate of \$69.15 per day, subject to any adjustments as provided for in the Note;

6. Further, the Note and Mortgage are not owned, securitized or guaranteed by Federal National Mortgage Association (Fannie Mae) or Federal Home Loan Mortgage Corporation (Freddie Mac); Plaintiff is not a servicer participating in the Home Affordable Modification Program (HMP); and the Note and Mortgage are not subject to modification under HMP.

7. As a direct result of default by White under the Note and Mortgage, Plaintiff retained an attorney for its services to collect on its behalf such sum as the Court shall adjudge.

8. Plaintiff hereby gives Harrell, Martin & Peace, P.A. the authority to testify on its behalf regarding this matter.

Further Affiant sayeth not.

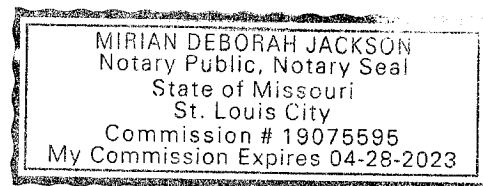
3/8, 2023

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

By: [Signature]
Title: Field Supervisor

SWORN to before me this 8th
day of March, 2023.

[Signature] (SEAL)
Notary Public for Missouri
My Commission Expires: 04/28/2023



FMP1CICS FMP1 FHWB1 FBST WB1 FBST

PAYOFF FUNDS PANEL

650 2/16/2023 10:26:28 AM ET PFSP576

Account Number

Name PATRICIA A WHITE

Funds Detail Information**Escrow/Impound Required**

Principal 52304.02

Interest From 03/26/08

To 02/16/23

83800.94

37328.38

Escrow/Impound Required 0.00

RD PREMIUM DUE 0.00

Optional Insurance 0.00

Late Charges Due 3014.85

P&I Advance 0.00

Deferred Amounts 0.00

Fees Assessed with Payoff Quote 0.00

Interest Calculations

Rate From To/Thru Int Due

10.750 03/26/08 06/26/16 46429.38

10.750 06/26/16 02/16/23 37371.56

Interest Calculations

Fees Required with Payoff Funds 16340.63

Fees Currently Assessed 42027.25

Buyer Assistance 0.00

Per Diem/Expiration Information

After 02/15/23 Add 15.4046

AND RECOV/COST INT PERDIEM 12.3811

Funds to be Credited

Less Escrow/Impound Funds 0.00

Less Unapplied Funds 0.00

Less Buydown Funds 0.00

Less Financed Cov Rebate Funds 0.00

Less SAC Amounts Paid 0.00

Less Remaining PRA 0.00

Less Early Refunds 0.00

Payoff Funds Required 234816.07

Quote Expires 02/16/23

Financed Cov Rebate Good Until 00/00/00

After 02/15/23 Add 0.0000

FOR SIMPLE INSURANCE PER DAY

Funds Retained

Escrow/Impound Funds 417.17

Unapplied Funds 0.00

Buydown Funds 0.00

Message: CLICK RETURN TO EXIT

OK

$$P.F. = 2,030.00$$

$$A = 1,949.10 (875 + 1,074.10)$$

$$E = 9,061.57$$

$$C = 28,986.58$$

$$42,027.25$$

**USDA Rural Development
Customer Service Center
St. Louis, MO 63166**

Fee Breakdown

Name: Patricia A.

White

Account Number:

Date	Description	Amount
02/27/08	Caretaking / Maintenance	\$250.49
01/29/09	Caretaking / Maintenance	\$147.33
06/25/09	Selling Expense	\$200.00
06/25/09	Recording Filing Fee	\$160.00
07/16/09	Recording Filing Fee	\$270.00
08/11/09	Recording Filing Fee	\$125.00
09/16/09	Recording Filing Fee	\$25.00
11/24/09	Negative Escrow	\$383.25
12/17/09	Negative Escrow	\$222.36
01/12/10	Appraisal Fee	\$325.00
02/22/10	Selling Expense	\$288.00
03/31/10	Attorney FCL Services	\$640.00
10/21/10	Appraisal Fee	\$325.00
11/16/10	Selling Expense	\$25.00
12/15/10	Selling Expense	\$297.00
06/06/17	Negative Escrow	\$4,227.98
06/19/17	Negative Escrow	\$4,227.98
09/15/17	Caretaking / Maintenance	\$26.43
10/17/17	Caretaking / Maintenance	\$25.30
11/27/17	Caretaking / Maintenance	\$25.30
12/13/17	Caretaking / Maintenance	\$25.30
01/26/18	Caretaking / Maintenance	\$25.30
02/21/18	Caretaking / Maintenance	\$25.30
04/24/18	Caretaking / Maintenance	\$25.30
05/30/18	Caretaking / Maintenance	\$25.30
06/15/18	Caretaking / Maintenance	\$25.30
07/24/18	Caretaking / Maintenance	\$25.30
08/22/18	Caretaking / Maintenance	\$25.30
09/24/18	Caretaking / Maintenance	\$25.30
11/06/18	Caretaking / Maintenance	\$25.30
11/26/18	Caretaking / Maintenance	\$25.30
12/19/18	Caretaking / Maintenance	\$25.30
02/07/19	Caretaking / Maintenance	\$25.30
02/15/19	Caretaking / Maintenance	\$25.30

Fee Breakdown

As of 2/16/2023

Page 1 of 5

ROA104

**Name: Patricia A.
White
Account Number:**

Date	Description	Amount
02/19/19	Caretaking / Maintenance	\$75.89
02/19/19	Caretaking / Maintenance	\$126.48
02/19/19	Caretaking / Maintenance	\$50.60
02/19/19	Caretaking / Maintenance	\$358.94
03/21/19	Caretaking / Maintenance	\$25.30
03/21/19	Caretaking / Maintenance	\$75.89
03/21/19	Caretaking / Maintenance	\$50.60
03/21/19	Caretaking / Maintenance	\$75.89
04/26/19	Caretaking / Maintenance	\$25.30
04/29/19	Caretaking / Maintenance	\$253.98
04/29/19	Caretaking / Maintenance	\$253.98
05/22/19	Caretaking / Maintenance	\$25.30
05/28/19	Caretaking / Maintenance	\$253.98
05/28/19	Caretaking / Maintenance	\$253.98
06/24/19	Caretaking / Maintenance	\$25.30
06/27/19	Caretaking / Maintenance	\$253.98
06/27/19	Caretaking / Maintenance	\$253.98
07/18/19	Caretaking / Maintenance	\$25.30
09/20/19	Caretaking / Maintenance	\$25.30
09/26/19	Caretaking / Maintenance	\$253.98
10/02/19	Caretaking / Maintenance	\$25.30
10/02/19	Caretaking / Maintenance	\$253.98
10/02/19	Caretaking / Maintenance	\$253.98
10/24/19	Caretaking / Maintenance	\$25.30
10/24/19	Caretaking / Maintenance	\$253.98
11/20/19	Caretaking / Maintenance	\$253.98
12/06/19	Caretaking / Maintenance	\$253.98
12/06/19	Caretaking / Maintenance	\$253.98
12/06/19	Caretaking / Maintenance	\$25.30
12/23/19	Caretaking / Maintenance	\$253.98
12/23/19	Caretaking / Maintenance	\$253.98
12/23/19	Caretaking / Maintenance	\$25.30
01/29/20	Managerial / Misc Fee	\$25.30
03/03/20	Managerial / Misc Fee	\$25.30
03/05/20	Managerial / Misc Fee	\$253.98
04/09/20	Managerial / Misc Fee	\$25.30
04/10/20	Managerial / Misc Fee	\$253.98
04/20/20	Property Inspection	\$25.30
04/23/20	Caretaking / Maintenance	\$1,500.00

**Name: Patricia A.
White**
Account Number:

Date	Description	Amount
04/23/20	Caretaking / Maintenance	\$253.98
04/23/20	Caretaking / Maintenance	\$60.00
04/23/20	Caretaking / Maintenance	\$200.00
04/24/20	Caretaking / Maintenance	\$126.99
07/01/20	Caretaking / Maintenance	\$253.98
07/01/20	Caretaking / Maintenance	\$253.98
07/01/20	Property Inspection	\$25.30
08/26/20	Managerial / Misc Fee	\$25.30
08/26/20	Managerial / Misc Fee	\$253.98
08/26/20	Managerial / Misc Fee	\$253.98
10/08/20	Managerial / Misc Fee	\$25.30
10/09/20	Caretaking / Maintenance	\$253.98
11/02/20	Caretaking / Maintenance	\$253.98
11/02/20	Caretaking / Maintenance	\$1,500.00
11/03/20	Caretaking / Maintenance	\$253.98
11/03/20	Caretaking / Maintenance	\$253.98
11/30/20	Property Inspection	\$25.30
12/03/20	Caretaking / Maintenance	\$253.98
12/03/20	Caretaking / Maintenance	\$253.98
12/18/20	Caretaking / Maintenance	\$253.98
12/18/20	Property Inspection	\$25.30
01/22/21	Property Inspection	\$25.30
01/27/21	Caretaking / Maintenance	\$253.98
02/08/21	Caretaking / Maintenance	\$253.98
02/08/21	Caretaking / Maintenance	\$253.98
02/09/21	Caretaking / Maintenance	\$253.98
02/11/21	Managerial / Misc Fee	\$25.30
02/19/21	Managerial / Misc Fee	\$25.30
03/03/21	Property Inspection	\$25.30
03/04/21	Caretaking / Maintenance	\$253.98
03/11/21	Caretaking / Maintenance	\$25.30
03/26/21	Property Inspection	\$25.30
04/19/21	Property Inspection	\$25.30
04/19/21	Caretaking / Maintenance	\$253.98
05/05/21	Property Acquisition Liquidation	\$267.00
05/05/21	Foreclosure Services	\$875.00
05/05/21	Property Acquisition Liquidation	\$13.30
05/05/21	Property Acquisition Liquidation	\$180.32
05/05/21	Property Acquisition Liquidation	\$175.00

**Name: Patricia A.
White**
Account Number:

Date	Description	Amount
05/25/21	Property Inspection	\$25.30
05/26/21	Caretaking / Maintenance	\$253.98
05/26/21	Caretaking / Maintenance	\$253.98
07/02/21	Caretaking / Maintenance	\$253.98
07/02/21	Caretaking / Maintenance	\$253.98
07/07/21	Property Inspection	\$25.30
07/21/21	Property Inspection	\$25.30
08/02/21	Caretaking / Maintenance	\$253.98
08/26/21	Caretaking / Maintenance	\$253.98
08/26/21	Caretaking / Maintenance	\$270.23
08/26/21	Caretaking / Maintenance	\$1,319.29
09/27/21	Property Inspection	\$25.30
10/20/21	Caretaking / Maintenance	\$253.98
10/20/21	Property Inspection	\$25.30
10/20/21	Caretaking / Maintenance	\$253.98
10/22/21	Property Inspection	\$25.30
10/26/21	Property Acquisition Liquidation	\$75.00
10/26/21	Property Acquisition Liquidation	\$300.00
10/26/21	Property Acquisition Liquidation	\$31.74
10/28/21	Caretaking / Maintenance	\$253.98
10/28/21	Caretaking / Maintenance	\$253.98
11/23/21	Caretaking / Maintenance	\$253.98
11/24/21	Caretaking / Maintenance	\$253.98
12/15/21	Property Inspection	\$25.30
01/06/22	Caretaking / Maintenance	\$604.03
01/06/22	Caretaking / Maintenance	\$270.23
01/26/22	Property Inspection	\$25.30
03/29/22	Property Inspection	\$25.30
03/29/22	Caretaking / Maintenance	\$253.98
03/31/22	Caretaking / Maintenance	\$253.98
03/31/22	Caretaking / Maintenance	\$253.98
04/01/22	Property Inspection	\$25.30
04/18/22	Property Inspection	\$25.30
05/02/22	Caretaking / Maintenance	\$358.94
05/04/22	Property Inspection	\$25.30
06/01/22	Caretaking / Maintenance	\$253.98
06/01/22	Caretaking / Maintenance	\$253.98
06/02/22	Property Inspection	\$25.30
06/23/22	Caretaking / Maintenance	\$253.98

Name: Patricia A. White Account Number:		
Date	Description	Amount
07/11/22	Caretaking / Maintenance	\$253.98
07/11/22	Caretaking / Maintenance	\$253.98
07/22/22	Property Inspection	\$25.30
08/03/22	Caretaking / Maintenance	\$253.98
09/12/22	Property Inspection	\$25.30
09/12/22	Property Inspection	\$25.30
09/12/22	Caretaking / Maintenance	\$253.98
09/20/22	Caretaking / Maintenance	\$253.98
09/20/22	Caretaking / Maintenance	\$253.98
09/20/22	Caretaking / Maintenance	\$253.98
09/21/22	Property Inspection	\$25.30
10/05/22	Property Acquisition Liquidation	\$31.74
11/01/22	Caretaking / Maintenance	\$253.98
11/01/22	Caretaking / Maintenance	\$253.98
11/07/22	Property Inspection	\$25.30
11/16/22	Caretaking / Maintenance	\$253.98
11/16/22	Caretaking / Maintenance	\$253.98
12/15/22	Caretaking / Maintenance	\$253.98
12/15/22	Caretaking / Maintenance	\$101.18
12/15/22	Caretaking / Maintenance	\$1,419.29
12/15/22	Caretaking / Maintenance	\$50.60
12/16/22	Caretaking / Maintenance	\$40.00
12/16/22	Property Inspection	\$25.30
12/21/22	Property Inspection	\$25.30
12/23/22	Caretaking / Maintenance	\$126.48
12/23/22	Caretaking / Maintenance	\$126.48
01/17/23	Caretaking / Maintenance	\$253.98
01/18/23	Property Inspection	\$25.30
02/15/23	Caretaking / Maintenance	\$642.42
02/15/23	Property Inspection	\$25.30
03/15/23	CURRENT BALANCE	\$42,027.25



Mortgage Contracting Services, LLC
350 Highland Drive Suite 100
Lewisville, TX 75067

ELECTRONICALLY FILED - 2023 Mar 14 3:13 PM - HERRY - COMMON PLEAS - CASE#2021CP2600144

LOAN #:

Invoice Item	Completion Date	Total
<u>Verify Occupancy - Inspection - Ordered 08/11/2017</u>	8/14/2017 11:00:00 AM	\$26.43
<u>Verify Occupancy - Inspection - Ordered 09/15/2017</u>	9/20/2017 11:00:00 AM	\$25.30
<u>Verify Occupancy - Inspection - Ordered 10/11/2017</u>	10/14/2017 11:00:00 AM	\$25.30
<u>Verify Occupancy - Inspection - Ordered 11/11/2017</u>	11/16/2017 11:00:00 AM	\$25.30
<u>Verify Occupancy - Inspection - Ordered 12/12/2017</u>	12/18/2017 11:00:00 AM	\$25.30
<u>Verify Occupancy - Inspection - Ordered 01/16/2018</u>	1/25/2018 11:00:00 AM	\$25.30
<u>Verify Occupancy - Inspection - Ordered 03/05/2018</u>	3/10/2018 11:00:00 AM	\$25.30
<u>Verify Occupancy - Inspection - Ordered 04/11/2018</u>	4/13/2018 11:00:00 AM	\$25.30
<u>Verify Occupancy - Inspection - Ordered 05/08/2018</u>	5/10/2018 11:00:00 AM	\$25.30
<u>Verify Occupancy - Inspection - Ordered 06/08/2018</u>	6/9/2018 11:00:00 AM	\$25.30
<u>Verify Occupancy - Inspection - Ordered 07/10/2018</u>	7/16/2018 11:00:00 AM	\$25.30
<u>Verify Occupancy - Inspection - Ordered 08/14/2018</u>	8/15/2018 11:00:00 AM	\$25.30
<u>Verify Occupancy - Inspection - Ordered 09/11/2018</u>	9/13/2018 11:00:00 AM	\$25.30
<u>Verify Occupancy - Inspection - Ordered 10/09/2018</u>	10/17/2018 11:00:00 AM	\$25.30
<u>Verify Occupancy - Inspection - Ordered 11/12/2018</u>	11/21/2018 11:00:00 AM	\$25.30
<u>Verify Occupancy - Inspection - Ordered 12/13/2018</u>	12/27/2018 11:00:00 AM	\$25.30
<u>Initial Grass Cut 25,001 to 35,000 sq ft</u>	1/2/2019 11:00:00 AM	\$358.94
<u>Install Lockbox</u>	1/2/2019 11:00:00 AM	\$50.60
<u>Install Knob Lock Only</u>	1/2/2019 11:00:00 AM	\$75.89
<u>Winterize - Dry Heat System</u>	1/2/2019 11:00:00 AM	\$126.48
<u>Verify Occupancy - Inspection - Ordered 01/17/2019</u>	1/19/2019 11:00:00 AM	\$25.30
<u>Verify Occupancy - Inspection - Ordered 02/13/2019</u>	2/15/2019 11:00:00 AM	\$25.30
<u>Install Lockbox</u>	2/20/2019 11:00:00 AM	\$50.60
<u>Install Knob Lock Only</u>	2/20/2019 11:00:00 AM	\$75.89
<u>Install Knob Lock Only</u>	2/20/2019 11:00:00 AM	\$75.89
<u>Grass Recut 25,001 to 35,000 sq ft</u>	3/11/2019 11:00:00 AM	\$253.98

ROA109

<u>Verify Occupancy - Inspection - Ordered 03/13/2019</u>	3/15/2019 11:00:00 AM	\$25.30
<u>Grass Recut 25,001 to 35,000 sq ft</u>	3/24/2019 11:00:00 AM	\$253.98
<u>Grass Recut 25,001 to 35,000 sq ft</u>	4/4/2019 11:00:00 AM	\$253.98
<u>Verify Occupancy - Inspection - Ordered 04/11/2019</u>	4/15/2019 11:00:00 AM	\$25.30
<u>Grass Recut 25,001 to 35,000 sq ft</u>	4/23/2019 11:00:00 AM	\$253.98
<u>Grass Recut 25,001 to 35,000 sq ft</u>	5/4/2019 11:00:00 AM	\$253.98
<u>Verify Occupancy - Inspection - Ordered 05/14/2019</u>	5/16/2019 11:00:00 AM	\$25.30
<u>Grass Recut 25,001 to 35,000 sq ft</u>	5/17/2019 11:00:00 AM	\$253.98
<u>Grass Recut 25,001 to 35,000 sq ft</u>	6/3/2019 11:00:00 AM	\$253.98
<u>Verify Occupancy - Inspection - Ordered 06/12/2019</u>	6/14/2019 11:00:00 AM	\$25.30
<u>Grass Recut 25,001 to 35,000 sq ft</u>	7/1/2019 11:00:00 AM	\$253.98
<u>Verify Occupancy - Inspection - Ordered 07/10/2019</u>	7/13/2019 11:00:00 AM	\$25.30
<u>Grass Recut 25,001 to 35,000 sq ft</u>	8/6/2019 11:00:00 AM	\$253.98
<u>Verify Occupancy - Inspection - Ordered 08/09/2019</u>	8/15/2019 11:00:00 AM	\$25.30
<u>Grass Recut 25,001 to 35,000 sq ft</u>	8/19/2019 11:00:00 AM	\$253.98
<u>Verify Occupancy - Inspection - Ordered 09/09/2019</u>	9/11/2019 11:00:00 AM	\$25.30
<u>Grass Recut 25,001 to 35,000 sq ft</u>	9/15/2019 11:00:00 AM	\$253.98
<u>Grass Recut 25,001 to 35,000 sq ft</u>	10/13/2019 11:00:00 AM	\$253.98
<u>Verify Occupancy - Inspection - Ordered 10/11/2019</u>	10/15/2019 11:00:00 AM	\$25.30
<u>Grass Recut 25,001 to 35,000 sq ft</u>	10/23/2019 11:00:00 AM	\$253.98
<u>Grass Recut 25,001 to 35,000 sq ft</u>	11/5/2019 11:00:00 AM	\$253.98
<u>Verify Occupancy - Inspection - Ordered 11/14/2019</u>	11/19/2019 11:00:00 AM	\$25.30
<u>Grass Recut 25,001 to 35,000 sq ft</u>	11/22/2019 11:00:00 AM	\$253.98
<u>Verify Occupancy - Inspection - Ordered 12/13/2019</u>	12/16/2019 11:00:00 AM	\$25.30
<u>Grass Recut 25,001 to 35,000 sq ft</u>	1/7/2020 11:00:00 AM	\$253.98
<u>Verify Occupancy - Inspection - Ordered 01/10/2020</u>	1/15/2020 11:00:00 AM	\$25.30
<u>Verify Occupancy - Inspection - Ordered 02/10/2020</u>	2/15/2020 11:00:00 AM	\$25.30
<u>Grass Recut 25,001 to 35,000 sq ft</u>	2/25/2020 11:00:00 AM	\$253.98
<u>Tarp Roof</u>	3/3/2020 11:00:00 AM	\$1,500.00
<u>Install/Repair Security Door</u>	3/7/2020 11:00:00 AM	\$200.00

<u>Remove Interior Hazard per cu yd</u>	3/7/2020 11:00:00 AM	\$60.00
<u>Extermination</u>	3/15/2020 11:00:00 AM	\$126.99
<u>Verify Occupancy - Inspection - Ordered 03/09/2020</u>	3/15/2020 11:00:00 AM	\$25.30
<u>Grass Recut 25,001 to 35,000 sq ft</u>	3/26/2020 11:00:00 AM	\$253.98
<u>Grass Recut 25,001 to 35,000 sq ft</u>	4/5/2020 11:00:00 AM	\$253.98
<u>Verify Occupancy - Inspection - Ordered 04/06/2020</u>	4/8/2020 11:00:00 AM	\$25.30
<u>Grass Recut 25,001 to 35,000 sq ft</u>	4/18/2020 11:00:00 AM	\$253.98
<u>Grass Recut 25,001 to 35,000 sq ft</u>	5/6/2020 11:00:00 AM	\$253.98
<u>Verify Occupancy - Inspection - Ordered 05/05/2020</u>	5/7/2020 11:00:00 AM	\$25.30
<u>Grass Recut 25,001 to 35,000 sq ft</u>	5/27/2020 11:00:00 AM	\$253.98
<u>Grass Recut 25,001 to 35,000 sq ft</u>	6/10/2020 11:00:00 AM	\$253.98
<u>Verify Occupancy - Inspection - Ordered 06/05/2020</u>	6/10/2020 11:00:00 AM	\$25.30
<u>Grass Recut 25,001 to 35,000 sq ft</u>	6/26/2020 11:00:00 AM	\$253.98
<u>Grass Recut 25,001 to 35,000 sq ft</u>	7/5/2020 11:00:00 AM	\$253.98
<u>Verify Occupancy - Inspection - Ordered 07/07/2020</u>	7/13/2020 11:00:00 AM	\$25.30
<u>Grass Recut 25,001 to 35,000 sq ft</u>	7/25/2020 11:00:00 AM	\$253.98
<u>Grass Recut 25,001 to 35,000 sq ft</u>	8/12/2020 11:00:00 AM	\$253.98
<u>Tarp Roof</u>	8/17/2020 11:00:00 AM	\$1,500.00
<u>Verify Occupancy - Inspection - Ordered 08/11/2020</u>	8/17/2020 11:00:00 AM	\$25.30
<u>Grass Recut 25,001 to 35,000 sq ft</u>	8/26/2020 11:00:00 AM	\$253.98
<u>Verify Occupancy - Inspection - Ordered 09/09/2020</u>	9/11/2020 11:00:00 AM	\$25.30
<u>Grass Recut 25,001 to 35,000 sq ft</u>	9/13/2020 11:00:00 AM	\$253.98
<u>Grass Recut 25,001 to 35,000 sq ft</u>	9/23/2020 11:00:00 AM	\$253.98
<u>Verify Occupancy - Inspection - Ordered 10/07/2020</u>	10/9/2020 11:00:00 AM	\$25.30
<u>Grass Recut 25,001 to 35,000 sq ft</u>	10/13/2020 11:00:00 AM	\$253.98
<u>Grass Recut 25,001 to 35,000 sq ft</u>	10/28/2020 11:00:00 AM	\$253.98
<u>Verify Occupancy - Inspection - Ordered 11/09/2020</u>	11/10/2020 11:00:00 AM	\$25.30
<u>Grass Recut 25,001 to 35,000 sq ft</u>	11/21/2020 11:00:00 AM	\$253.98
<u>Verify Occupancy - Inspection - Ordered 12/07/2020</u>	12/10/2020 11:00:00 AM	\$25.30
<u>Grass Recut 25,001 to 35,000 sq ft</u>	12/22/2020 11:00:00 AM	\$253.98

Verify Occupancy - Inspection - Ordered 01/06/2021	1/8/2021 11:00:00 AM	\$25.30
Verify Occupancy - Inspection - Ordered 02/04/2021	2/5/2021 11:00:00 AM	\$25.30
Verify Occupancy - Inspection - Ordered 03/09/2021	3/13/2021 11:00:00 AM	\$25.30
Grass Recut 25,001 to 35,000 sq ft	3/22/2021 11:00:00 AM	\$253.98
Grass Recut 25,001 to 35,000 sq ft	4/6/2021 11:00:00 AM	\$253.98
Verify Occupancy - Inspection - Ordered 04/06/2021	4/8/2021 11:00:00 AM	\$25.30
Grass Recut 25,001 to 35,000 sq ft	4/20/2021 11:00:00 AM	\$253.98
Verify Occupancy - Inspection - Ordered 05/05/2021	5/6/2021 11:00:00 AM	\$25.30
Grass Recut 25,001 to 35,000 sq ft	5/17/2021 11:00:00 AM	\$253.98
Grass Recut 25,001 to 35,000 sq ft	5/24/2021 11:00:00 AM	\$253.98
Verify Occupancy - Inspection - Ordered 06/03/2021	6/4/2021 11:00:00 AM	\$25.30
Grass Recut 25,001 to 35,000 sq ft	6/17/2021 11:00:00 AM	\$253.98
Verify Occupancy - Inspection - Ordered 07/08/2021	7/9/2021 11:00:00 AM	\$25.30
Repair Roof	7/24/2021 11:00:00 AM	\$270.23
Tarp Roof	7/24/2021 11:00:00 AM	\$1,319.29
Grass Recut 25,001 to 35,000 sq ft	7/26/2021 11:00:00 AM	\$253.98
Verify Occupancy - Inspection - Ordered 08/04/2021	8/6/2021 11:00:00 AM	\$25.30
Grass Recut 25,001 to 35,000 sq ft	8/11/2021 11:00:00 AM	\$253.98
Grass Recut 25,001 to 35,000 sq ft	8/30/2021 11:00:00 AM	\$253.98
Verify Occupancy - Inspection - Ordered 09/07/2021	9/10/2021 11:00:00 AM	\$25.30
Grass Recut 25,001 to 35,000 sq ft	9/12/2021 11:00:00 AM	\$253.98
Grass Recut 25,001 to 35,000 sq ft	9/26/2021 11:00:00 AM	\$253.98
Verify Occupancy - Inspection - Ordered 10/05/2021	10/6/2021 11:00:00 AM	\$25.30
Grass Recut 25,001 to 35,000 sq ft	10/12/2021 11:00:00 AM	\$253.98
Grass Recut 25,001 to 35,000 sq ft	10/27/2021 11:00:00 AM	\$253.98
Repair Roof	11/2/2021 11:00:00 AM	\$270.23
Tarp Roof	11/2/2021 11:00:00 AM	\$604.03
Verify Occupancy - Inspection - Ordered 11/05/2021	11/8/2021 11:00:00 AM	\$25.30
Verify Occupancy - Inspection - Ordered 12/07/2021	12/8/2021 11:00:00 AM	\$25.30
Grass Recut 25,001 to 35,000 sq ft	12/9/2021 11:00:00 AM	\$253.98

<u>Verify Occupancy - Inspection - Ordered 01/05/2022</u>	1/7/2022 11:00:00 AM	\$25.30
<u>Grass Recut 25,001 to 35,000 sq ft</u>	1/11/2022 11:00:00 AM	\$253.98
<u>Grass Recut 25,001 to 35,000 sq ft</u>	2/10/2022 11:00:00 AM	\$253.98
<u>Verify Occupancy - Inspection - Ordered 02/09/2022</u>	2/11/2022 11:00:00 AM	\$25.30
<u>Grass Recut 25,001 to 35,000 sq ft</u>	2/27/2022 11:00:00 AM	\$253.98
<u>Verify Occupancy - Inspection - Ordered 03/08/2022</u>	3/11/2022 11:00:00 AM	\$25.30
<u>Grass Recut 25,001 to 35,000 sq ft</u>	3/21/2022 11:00:00 AM	\$358.94
<u>Verify Occupancy - Inspection - Ordered 04/05/2022</u>	4/8/2022 11:00:00 AM	\$25.30
<u>Grass Recut 25,001 to 35,000 sq ft</u>	4/11/2022 11:00:00 AM	\$253.98
<u>Grass Recut 25,001 to 35,000 sq ft</u>	4/11/2022 11:00:00 AM	\$253.98
<u>Grass Recut 25,001 to 35,000 sq ft</u>	4/26/2022 11:00:00 AM	\$253.98
<u>Verify Occupancy - Inspection - Ordered 05/06/2022</u>	5/9/2022 11:00:00 AM	\$25.30
<u>Grass Recut 25,001 to 35,000 sq ft</u>	5/11/2022 11:00:00 AM	\$253.98
<u>Grass Recut 25,001 to 35,000 sq ft</u>	5/23/2022 11:00:00 AM	\$253.98
<u>Verify Occupancy - Inspection - Ordered 06/07/2022</u>	6/10/2022 11:00:00 AM	\$25.30
<u>Grass Recut 25,001 to 35,000 sq ft</u>	6/29/2022 11:00:00 AM	\$253.98
<u>Verify Occupancy - Inspection - Ordered 07/08/2022</u>	7/11/2022 11:00:00 AM	\$25.30
<u>Grass Recut 25,001 to 35,000 sq ft</u>	7/12/2022 11:00:00 AM	\$253.98
<u>Grass Recut 25,001 to 35,000 sq ft</u>	7/27/2022 11:00:00 AM	\$253.98
<u>Grass Recut 25,001 to 35,000 sq ft</u>	8/11/2022 11:00:00 AM	\$253.98
<u>Verify Occupancy - Inspection - Ordered 08/08/2022</u>	8/12/2022 11:00:00 AM	\$25.30
<u>Grass Recut 25,001 to 35,000 sq ft</u>	8/29/2022 11:00:00 AM	\$253.98
<u>Grass Recut 25,001 to 35,000 sq ft</u>	9/12/2022 11:00:00 AM	\$253.98
<u>Verify Occupancy - Inspection - Ordered 09/08/2022</u>	9/12/2022 11:00:00 AM	\$25.30
<u>Grass Recut 25,001 to 35,000 sq ft</u>	9/25/2022 11:00:00 AM	\$253.98
<u>Winterize - Dry Heat System</u>	10/7/2022 11:00:00 AM	\$126.48
<u>Grass Recut 25,001 to 35,000 sq ft</u>	10/10/2022 11:00:00 AM	\$253.98
<u>Verify Occupancy - Inspection - Ordered 10/11/2022</u>	10/14/2022 11:00:00 AM	\$25.30
<u>Grass Recut 25,001 to 35,000 sq ft</u>	10/24/2022 11:00:00 AM	\$253.98
<u>Winterize - Dry Heat System</u>	10/26/2022 11:00:00 AM	\$126.48

Cap Water Line(s)	11/8/2022 11:00:00 AM	\$40.00
Board Door using 3/4in	11/8/2022 11:00:00 AM	\$101.18
Tarp Roof	11/8/2022 11:00:00 AM	\$1,419.29
Padlock Crawlspace	11/8/2022 11:00:00 AM	\$50.60
Verify Occupancy - Inspection - Ordered 11/08/2022	11/14/2022 11:00:00 AM	\$25.30
Grass Recut 25,001 to 35,000 sq ft	11/19/2022 11:00:00 AM	\$253.98
Verify Occupancy - Inspection - Ordered 12/06/2022	12/12/2022 11:00:00 AM	\$25.30
Grass Recut 25,001 to 35,000 sq ft	12/19/2022 11:00:00 AM	\$253.98
Verify Occupancy - Inspection - Ordered 01/05/2023	1/13/2023 11:00:00 AM	\$25.30
Tarp Roof	1/19/2023 11:00:00 AM	\$642.42
Verify Occupancy - Inspection - Ordered 02/03/2023	2/10/2023 11:00:00 AM	\$25.30
Total Amount Invoiced: \$28,218.04		

STATE OF SOUTH CAROLINA
COUNTY OF HORRY

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

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.

NOTICE OF HEARING

TO THE ABOVE-NAMED DEFENDANTS:

A final foreclosure hearing has been scheduled in the above-referenced action for **May 16, 2023 at 10:00 a.m., at the Horry County Government & Justice Center, 1301 Second Avenue, Court Room 3C, 3rd floor, Conway, South Carolina**, before the Honorable Alan Clemmons, the Master in Equity for Horry County.

This hearing will be held using remote communication technology to avoid the need for a physical appearance by any party, witness, or counsel. The hearing will be conducted by the Master-in-Equity Judge via the Webex Meeting video conferencing system, which has both audio and video capabilities. To join the video conference, please go to <https://horrycountygov.webex.com/horrycountygov/j.php?MTID=m2b37b3c74b52b16bf98606d26af1803e> and enter the Access code/Meeting ID. The Access code/Meeting ID is 2630 013 7710 and the Meeting Password: 2enYYWFJz79. If you are unable to access a computer, smartphone, or tablet, or wish to join only via telephone, please call 1-408-418-9388 and utilize the Access code/Meeting ID: 2630 013 7710 when prompted. If you need assistance joining (using either the audio or video method), please call our offices at 803-345-3353.

Pursuant to S.C. Code §14-11-110, Plaintiff intends to submit written testimony on its

behalf and will make the appropriate application to the Master in Equity for Horry County. Please accept this Notice of Hearing as notice of such application.

HARRELL, MARTIN & PEACE, P.A.

s/ Jamie Anna Weller, Esq.

Taylor A. Peace, Esq., S.C. Bar No. 100206

Jamie A. Weller, Esq., S.C. Bar No. 105548

135 Columbia Avenue (Physical Address)

Post Office Box 1000 (Mailing Address)

Chapin, South Carolina 29036

(803) 345-3353

ATTORNEY FOR PLAINTIFF

Chapin, South Carolina

April 17, 2023

This communication is an attempt to collect a debt and any information obtained will be used for that purpose.

STATE OF SOUTH CAROLINA

IN THE COURT OF COMMON PLEAS

COUNTY OF HORRY

C/A NO.: 2021-CP-26-00144

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

Plaintiff,

CERTIFICATE OF SERVICE

vs.

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

Defendants.

I, Tracy Slice Moore, Paralegal to Jamie Anna Weller, Esq., of the firm of Harrell, Martin & Peace, P.A., do hereby certify that I have served a copy of the below named document upon the parties listed below by U.S. Mail, postage prepaid, and addressed as follows:

DOCUMENT SERVED:

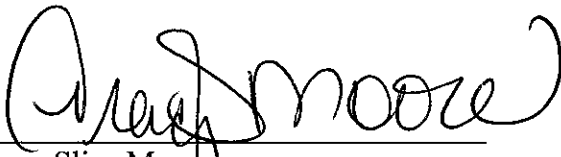
Notice of Hearing

PARTIES SERVED:

Patricia A. White a/k/a Patricia Ann White
c/o Thomas D. Kilpatrick, Esq.
2512 Devine St.
Columbia, South Carolina 29205

Patricia A. White a/k/a Patricia Ann White
3470 Hwy 917
Loris, South Carolina 29569

Family Services, Inc.
8084 Rivers Avenue, Suite 100
North Charleston, South Carolina 29406



Tracy Slice Moore

April 18, 2023

STATE OF SOUTH CAROLINA
COUNTY OF HORRY

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

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,

**AFFIDAVIT OF ATTORNEY FEES
AND COSTS**

PERSONALLY APPEARED before me Taylor Peace who upon being duly sworn,
deposes and states:

1. I am an attorney for the Plaintiff in the above-referenced matter;
2. This case is an action to foreclose on a mortgage on real property located in the County listed in the caption above. The subject mortgage specifically provided that the Plaintiff is entitled to the recovery of attorneys' fees and costs associated with the collection of sums due under the Promissory Note.
3. My firm was retained by the Plaintiff to conduct this foreclosure action. The sum of One Thousand Seven Hundred Fifty and 00/100 (\$1,750.00) Dollars is customary in this area for similar legal services for attorneys of similar experience.
4. Under Dedes v. Strickland, 414 S.E.2d. 134 (S.C. 1992), the Supreme Court of South Carolina has set forth the factors to be considered in an award of attorney's fees in real property actions. These factors include nature, extent, and difficulty of the legal services rendered, the time and labor necessarily devoted to the case, the professional standing of counsel, the contingency of compensation,

the customary fees charged in the locality for similar services and the beneficial result obtained. These factors, as applied in this case, are as follows:

- a. Nature, Extent and Difficulty of the Legal Services Rendered. As stated earlier, this is an action to foreclose a mortgage on real property. The case involved complex issues of real property law. A hearing was held by the Master, who requires an order to be prepared by Plaintiff's counsel. Accordingly, the factual and legal issues presented were complex and detailed in nature, the extent of the work performed was necessary to adequately prepare and try these matters, and the matters decided were of legal and factual difficulty.
- b. Time and Labor Necessarily Devoted to the Case. As stated above, this case involved difficult issues of both legal and factual natures. Approximately 12-15 hours were devoted to the case by my firm. Accordingly, the time and labor devoted to this case were necessary to properly prepare and try this case.
- c. Professional Standing of Counsel. The attorneys representing the Plaintiff in this case are licensed members of the Bar of the State of South Carolina. Collectively, they have several years of experience in practice in South Carolina and in other states. The practice of Plaintiff's attorneys consists of foreclosure cases, collection cases, real property closing transactions, real property litigation, land title questions and other land related litigation. More specifically, Plaintiff's attorneys have collectively been involved in thousands of mortgage foreclosure cases. Accordingly, I submit that Plaintiff's attorneys have high professional standing in general and in this area of practices.
- d. Contingency of Compensation. As recited above, compensation in this case is One Thousand Seven Hundred Fifty and 00/100 (\$1,750.00) Dollars and is customary in cases such as this.
- e. Customary Fee Charged on the Locality for Similar Services. I am aware from discussions with clients, other attorneys in the Foreclosure Bar in the Midlands region of South Carolina, and from my general familiarity with the legal profession that the fees charged for services similar to those in this case are from \$850 - \$4,000 per case. Accordingly, the fees charged in this case are within the fee range charged in this locality for similar services.
- f. Beneficial Results Obtained. This attorney obtained beneficial results for the Plaintiff in this action by securing a Judgment enforcing Plaintiff's mortgage rights with regard to the subject real property. Accordingly, it is submitted that beneficial results were obtained by this firm on the Plaintiff's behalf.

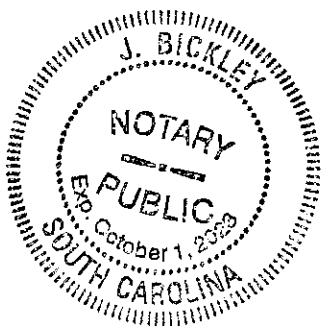
5. After due consideration of the nature, extent and difficulty of the legal services rendered, the time and labor necessarily devoted to the case, the professional standing of counsel, the contingency of compensation, the customary fee charged in the locality for similar services,

and the beneficial result obtained, I respectfully submit that an award of attorney's fees to the full extent set forth in this Affidavit is appropriate, therefore, Plaintiffs are entitled to recover One Thousand Seven Hundred Fifty and 00/100 (\$1,750.00) Dollars in attorneys' fees.

6. The costs in this matter are set forth in the proposed judgment order prepared by Plaintiff's attorney. These costs include filing fees, reference fees, service costs, and other miscellaneous costs. The costs are reasonable and necessary to pursue this action and are not, I believe, excessive given the nature, extent and difficulty of the legal services in this case, the time and labor devoted to this case, and the beneficial result obtained.

FURTHER DEPONENT SAYETH NOT.

HARRELL, MARTIN & PEACE, P.A.




 Taylor A. Peace, Esq., S.C. Bar No. 100206
 Jamie A. Weller, Esq., S.C. Bar No. 105548
 135 Columbia Avenue (Physical Address)
 Post Office Box 1000 (Mailing Address)
 Chapin, South Carolina 29036
 (803) 345-3353
 ATTORNEY FOR PLAINTIFF

SWORN before me this 15 day of May, 2023

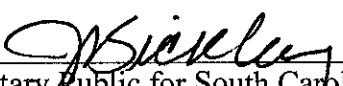
 (L.S.)
 Notary Public for South Carolina
 My Commission Expires: 10-1-2023

EXHIBIT A

Form FmHA 440-16
(Rev. 11-10-75)UNITED STATES DEPARTMENT OF AGRICULTURE
FARMERS HOME ADMINISTRATION

KIND OF LOAN

Type: RH-Non Farm☐ Pursuant to:
Consolidated Farm and Rural
Development Act.☐ Title V of the Housing Act of 1949.

PROMISSORY NOTE

STATE

SOUTH CAROLINA

COUNTY

HORRY

CASE NO.

Date April 26, 19 83.

FOR VALUE RECEIVED, the undersigned (whether one or more persons, herein called "Borrower") jointly and severally promise to pay to the order of the United States of America, acting through the Farmers Home Administration, United States Department of Agriculture, (herein called the "Government") at its office in Conway, South Carolina.

THE PRINCIPAL SUM OF THIRTY-NINE THOUSAND FIVE HUNDRED & 00/100
DOLLARS (\$ 39,500.00), plus INTEREST on the UNPAID PRINCIPAL of
TEN & THREE FOURTH PERCENT (10.75 %) PER ANNUM.

Payment of the said Principal and Interest shall be as agreed between the Borrower and the Government using one of four alternatives as indicated below: (check one)

☐ I. Principal and Interest payments shall be deferred. The first installment shall be all accrued interest and shall be due on _____, 19 ____ . Payment of Principal and later accrued Interest shall be in _____ installments as indicated in the box below;

☒ II. Principal and Interest payments shall be deferred. The interest accrued to July 26, 19 83 shall be added to the Principal. Such new Principal and later accrued Interest shall be payable in 393 regular amortized installments on the dates indicated in the box below; Borrower authorizes the Government to enter the amount of such new Principal herein \$ 39,634.86 and the amount of such regular installments in the box below, when such amounts have been determined.

☐ III. Payment of Interest shall not be deferred. Installments of accrued interest shall be payable on the _____ of each _____ beginning on _____, 19 ____, through _____, 19 ____, Principal and later accrued Interest shall be paid in _____ installments as indicated in the box below;

☐ IV. Payments shall not be deferred. Principal and Interest shall be paid in _____ installments as indicated in the box below:

\$ <u>367.00</u>	on <u>August 26</u> , 19 <u>83</u> , and
\$ <u>367.00</u>	thereafter on the <u>26th Day</u> of each <u>Month</u>
until the PRINCIPAL and INTEREST are fully paid except that the FINAL INSTALLMENT of the entire indebtedness evidenced hereby, if not sooner paid, shall be due and PAYABLE <u>Thirty-Three</u> (<u>33</u>) YEARS from the DATE of this NOTE. The consideration herefor shall support any agreement modifying the foregoing schedule of payments.	

If the total amount of the loan is not advanced at the time of loan closing, the loan shall be advanced to the Borrower as requested by Borrower and approved by the Government. Approval of the Government is mandatory provided the advance is requested for a purpose authorized by the Government. Interest shall accrue on the amount of each advance from its actual date as shown on the reverse hereof. Borrower authorizes the Government to enter the amount and date of such advance in the Record of Advances.

Every payment made on any indebtedness evidenced by this note shall be applied first to interest computed to the effective date of the payment and then to principal.

Prepayments of scheduled installments, or any portion thereof, may be made at any time at the option of Borrower. Refunds and extra payments, as defined in the regulations (7 C.F.R. 1861.2) of the Farmers Home Administration according to the source of funds involved, shall, after payment of interest, be applied to the installments last to become due under this note and shall not affect the obligation of Borrower to pay the remaining installments as scheduled herein.

Borrower agrees that the Government at any time may assign this note and insure the payment thereof, and in such case, though the note is not held by the Government, Borrower shall continue to pay to the Government, as collection agent for the holder, all installments of principal and interest as scheduled herein.

If this note is held by an insured lender, prepayments made by Borrower may, at the option of the Government, be remitted by the Government to the holder promptly or, except for final payment, be retained by the Government and remitted to the holder on either a calendar quarter basis or an annual installment due date basis. The effective date of any prepayment retained and remitted by the Government to the holder on an annual installment due date basis shall be the date of the prepayment by Borrower, and the Government will pay the interest to which the holder is entitled accruing between the effective date of any such prepayment and the date of the Treasury check to the holder.

Borrower hereby certifies that he is unable to obtain sufficient credit elsewhere to finance his actual needs at reasonable rates and terms, taking into consideration prevailing private and cooperative rates and terms in or near his community for loans for similar purposes and periods of time, and that the loan evidenced hereby shall be used solely for purposes authorized by the Government.

Property constructed, improved, purchased, or refinanced in whole or in part with the loan evidenced hereby shall not be leased, assigned, sold, transferred, or encumbered, voluntarily or otherwise, without the written consent of the Government. Unless the Government consents otherwise in writing, Borrower (a) will personally operate such property as a farm with his own and his family's labor if this is an FO loan, or (b) will personally occupy and use such property if this is an RH loan on a "nonfarm tract" or a section 504 RH loan.

REFINANCING AGREEMENT: If at any time it shall appear to the Government that Borrower may be able to obtain a loan from a responsible cooperative or private credit source at reasonable rates and terms for loans for similar purposes and periods of time, Borrower will, at the Government's request, apply for and accept a loan in sufficient amount to pay this note in full and, if the lender is a cooperative, to pay for any necessary stock. This paragraph and the preceding paragraph shall not apply to any comaker signing this note pursuant to Section 502 of the Housing Act of 1949 to compensate for deficient repayment ability of other undersigned person(s).

DEFAULT: Failure to pay when due any debt evidenced hereby or perform any covenant or agreement hereunder shall constitute default under any other instrument evidencing a debt of Borrower owing to, insured or Guaranteed by the Government or securing or otherwise relating to such a debt; and default under any such other instrument shall constitute default hereunder. UPON ANY SUCH DEFAULT, the Government at its option may declare all or any part of any such indebtedness immediately due and payable.

This Note is given as evidence of a loan to Borrower made, or insured by the Government pursuant to the Consolidated Farm and Rural Development Act or Title V of the Housing Act of 1949 and for the type of loan as is indicated in the "KIND OF LOAN" block above. This Note shall be subject to the present regulations of the Farmers Home Administration and to its future regulations not inconsistent with the express provisions hereof.

Presentment, protest, and notice are hereby waived.

Patricia Ann White (SEAL)
PATRICIA A. WHITE (BORROWER)

(SPOUSE) (SEAL)

5101 Cannon Rd.

Conway, S. C. 29526

"A Reamortization and/or Deferral Agreement dated July 26, 1995 in the principal sum of \$38,830.52, has been given to modify the payment schedule of this note."

RECORD OF ADVANCES					
AMOUNT	DATE	AMOUNT	DATE	AMOUNT	DATE
(1) \$ 4000.00	4/26/83	(8) \$		(15) \$	
(2) \$ 10,650.00	5/11/83	(9) \$		(16) \$	
(3) \$ 24,850.00	6/10/83	(10) \$		(17) \$	
(4) \$		(11) \$		(18) \$	
(5) \$		(12) \$		(19) \$	
(6) \$		(13) \$		(20) \$	
(7) \$		(14) \$		(21) \$	
TOTAL				\$ 39,500.00	

EXHIBIT B

USDA-FmHA
Form FmHA 427-1 SC
(Rev. 5-4-82)

Position 5

4722

FmHA Form No.

**REAL ESTATE MORTGAGE FOR SOUTH CAROLINA
PURCHASE MONEY MORTGAGE**

THIS MORTGAGE is made and entered into by Patricia A. White

residing in Horry County, South Carolina, whose post office address is

5101 Cannon Road, Conway, South Carolina 29526

herein called "Borrower," and the United States of America, acting through the Farmers Home Administration, United States Department of Agriculture, herein called the "Government":

WHEREAS Borrower is indebted to the Government as evidenced by one or more promissory note(s) or assumption agreement(s), herein called "note," which has been executed by Borrower, is payable to the order of the Government, authorizes acceptance of the entire indebtedness at the option of the Government upon any default by Borrower, and is described as follows:

Date of Instrument	Principal Amount	Annual Rate of Interest	Due Date of Final Installment
April 26, 1983	\$39,500	10.75%	April 26, 2016

(The interest rate for limited resource farm ownership or limited resource operating loan(s) secured by this instrument will be increased after 3 years, as provided in the Farmers Home Administration regulations and the note.)

And the note evidences a loan to Borrower, and the Government, at any time, may assign the note and insure the payment thereof pursuant to the Consolidated Farm and Rural Development Act, or Title V of the Housing Act of 1949, or any other statutes administered by the Farmers Home Administration;

And it is the purpose and intent of this instrument that, among other things, at all times when the note is held by the Government, or in the event the Government should assign this instrument without insurance of the note, this instrument shall secure payment of the note; but when the note is held by an insured holder, this instrument shall not secure payment of the note or attach to the debt evidenced thereby, but as to the note and such debt shall constitute an indemnity mortgage to secure the Government against loss under its insurance contract by reason of any default by Borrower;

And this instrument also secures the recapture of any interest credit or subsidy which may be granted to the Borrower by the Government pursuant to 42 U.S.C. §1490a.

NOW, THEREFORE, in consideration of the loan(s) and (a) at all times when the note is held by the Government, or in the event the Government should assign this instrument without insurance of the payment of the note, to secure prompt payment of the note and any renewals and extensions thereof and any agreements contained herein, including any provision for the payment of an insurance or other charge, (b) at all times when the note is held by an insured holder, to secure performance of Borrower's agreement herein to indemnify and save harmless the Government against loss under its insurance contract by reason of any default by Borrower, and (c) in any event and at all times to secure the prompt payment of all advances and expenditures made by the Government, with interest, as hereinafter described, and the performance of every covenant and agreement of Borrower contained herein or in any supplementary agreement, Borrower does hereby grant, bargain, sell, release, and assign unto the Government, with general warranty, the following property situated in the State of

South Carolina, County(ies) of Horry

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. O. Cox Surveyors dated June 23, 1980 being more specifically described as follows:

BOOK 827 PAGE 761

FmHA 427-1 SC (Rev. 5-4-82)

*Filed
Horry County
1983 April 26
P4.33*

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 59° E 146.48' along 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.

BEING the same property conveyed to the mortgagors by deed of L. W. Paul Construction Company, Inc., dated April 26, 1983 in the Office of the Clerk of Court for Harry County in Deed Book 141 at Page 241.

together with all rights, interests, easements, hereditaments and appurtenances thereto belonging, the rents, issues, and profits thereof and all issues and income therefrom, all improvements and personal property now or later attached thereto or reasonably necessary to the use thereof, including, but not limited to, ranges, refrigerators, clothes washers, clothes dryers, or carpeting purchased or financed in whole or in part with loan funds, all water, water rights, and water rock pertaining thereto, and all payments at any time owing to Borrower by virtue of any sale, lease, transfer, conveyance, or condemnation of any part thereof or interest therein all of which are herein called "the property";

TO HAVE AND TO HOLD the property unto the Government and its assigns forever in fee simple.

BORROWER for Borrower's self, Borrower's heirs, executors, administrators, successors and assigns WARRANTS THE TITLE to the property to the Government against all lawful claims and demands whatsoever except any liens, encumbrances, easements, reservations, or conveyances specified hereinabove, and COVENANTS AND AGREES as follows:

(1) To pay promptly when due any indebtedness to the Government hereby secured and to indemnify and save harmless the Government against any loss under its insurance of payment of the note by reason of any default by Borrower. At all times when the note is held by an insured holder, Borrower shall continue to make payments on the note to the Government, as collection agent for the holder.

(2) To pay to the Government such fees and other charges as may now or hereafter be required by regulations of the Farmers Home Administration.

(3) If required by the Government, to make additional monthly payments of 1/12 of the estimated annual taxes, assessments, insurance premiums and other charges upon the mortgaged premises.

(4) Whether or not the note is insured by the Government, the Government may at any time pay any other amounts required herein to be paid by Borrower and not paid by Borrower when due, as well as any costs and expenses for the preservation, protection, or enforcement of this lien, as advances for the account of Borrower. All such advances shall bear interest at the rate borne by the note which has the highest interest rate.

(5) All advances by the Government as described by this instrument, with interest, shall be immediately due and payable by Borrower to the Government without demand at the place designated in the latest note and shall be secured hereby. No such advance by the Government shall relieve Borrower from breach of Borrower's covenant to pay. Any payment made by Borrower may be applied on the note or any indebtedness to the Government secured hereby, in any order the Government determines.

(6) To use the loan evidenced by the note solely for purposes authorized by the Government.

(7) To pay when due all taxes, liens, judgments, encumbrances, and assessments lawfully attaching to or assessed against the property, and promptly deliver to the Government without demand receipts evidencing such payments.

(8) To keep the property insured as required by and under insurance policies approved by the Government and, at its request, to deliver such policies to the Government.

(9) To maintain improvements in good repair and make repairs required by the Government; operate the property in a good and husbandmanlike manner; comply with such farm conservation practices and farm and home management plans as the Government from time to time may prescribe; and not to abandon the property, or cause or permit waste, lessening or impairment of the security covered hereby, or, without the written consent of the Government, cut, remove, or lease any timber, gravel, oil, gas, coal, or other minerals except as may be necessary for ordinary domestic purposes.

(10) To comply with all laws, ordinances, and regulations affecting the property.

(11) To pay or reimburse the Government for expenses reasonably necessary or incident to the protection of the lien and priority hereof and to the enforcement of or the compliance with the provisions hereof and of the note and any supplementary agreement (whether before or after default), including but not limited to costs of evidence of title to and survey of the property, costs of recording this and other instruments, attorneys' fees, trustee's fees, court costs, and expenses of advertising, selling, and conveying the property.

(12) Neither the property nor any portion thereof or interest therein shall be leased, assigned, sold, transferred, or encumbered voluntarily or otherwise, without the written consent of the Government. The Government shall have the sole and exclusive rights as mortgagee hereunder, including but not limited to the power to grant consents, partial releases, subordinations, and satisfaction, and no incured lender shall have any right, title or interest in or to the lien or any benefits hereof.

(13) At all reasonable times the Government and its agents may inspect the property to ascertain whether the covenants and agreements contained herein or in any supplementary agreement are being performed.

(14) The Government may (a) extend or defer the maturity of, and renew and reassign the payments on, the debt evidenced by the note or any indebtedness to the Government secured by this instrument, (b) release any party who is liable under the note or for the debt from liability to the Government, (c) release portions of the property and subordinate its lien, and (d) waive any other of its rights under this instrument. Any and all this can and will be done without affecting the lien or the priority of this instrument of Borrower's or any other party's liability to the Government for payment of the note or debt secured by this instrument unless the Government says otherwise in writing. HOWEVER, any forbearance by the Government—whether once or often—in exercising any right or remedy under this instrument, or otherwise afforded by applicable law, shall not be a waiver of or preclude the exercise of any such right or remedy.

(15) If at any time it shall appear to the Government that Borrower may be able to obtain a loan from a production credit association, a Federal land bank, or other responsible cooperative or private credit society, at reasonable rates and terms for loans for similar purposes and periods of time, Borrower will upon the Government's request, apply for and accept such loan in sufficient amount to pay the note and any indebtedness secured hereby and to pay for any costs necessary to be purchased in a cooperative lending agency in connection with such loan.

(16) Default hereunder shall constitute default under any other real estate, or under any personal property, or other security instrument held or insured by the Government and executed or assumed by Borrower, and default under any such other security instrument shall constitute default hereunder.

(17) SHOULD DEFAULT occur in the performance or discharge of any obligation in this instrument or secured by this instrument, or should the parties named as Borrower die or be declared incompetent, or should any one of the parties named as Borrower be declared a bankrupt or an insolvent, or make an assignment for the benefit of creditors, the Government, at its option, with or without notice, may: (a) declare the entire amount unpaid under the note and any indebtedness to the Government hereby secured immediately due and payable, (b) for the account of Borrower incur and pay reasonable expenses for repairs or maintenance of and take possession of, operate and rent the property, (c) upon application by it and production of this instrument, without other evidence and without notice of hearing of said application, have a receiver appointed for the property, with the usual powers of receivers in like cases, (d) foreclose this instrument as provided herein or by law, and (e) enforce any and all other rights and remedies provided hereby or by present or future law.

(18) The proceeds of foreclosure sale shall be applied in the following order to the payment of: (a) costs and expenses incident to enforcing or complying with the provisions hereof, (b) any prior liens required by law or a competent court to be so paid, (c) the debt evidenced by the note and all indebtedness to the Government secured hereby, (d) inferior liens of record required by law or a competent court to be so paid, (e) at the Government's option, any other indebtedness of Borrower owing to or insured by the Government, and (f) any balance to Borrower. At foreclosure or other sale of all or any part of the property, the Government and its agents may bid and purchase as a stranger and may pay the Government's share of the purchase price by crediting such amount on any debt of Borrower owing to or insured by the Government, in the order prescribed above.

(19) Borrower agrees that the Government will not be bound by any present or future State law: (a) providing for valuation, appraisal, homestead or exemption of the property, (b) prohibiting maintenance of an action for a deficiency judgment or limiting the amount thereof or the time within which such action may be brought, (c) prescribing any other statute of limitations, (d) allowing any rights of redemption or possession following any foreclosure sale, or (e) limiting the conditions which the Government may by regulation impose, including the interest rate it may charge, as a condition of approving a transfer of the property to a new Borrower. Borrower expressly waives the benefit of any such State law. Borrower hereby relinquishes, waives, and conveys all rights, inchoate or consummate, of dower and dowry.

(20) If any part of the loan for which this instrument is given shall be used to finance the purchase, construction or repair of property to be used as an owner-occupied dwelling (herein called "the dwelling") and if Borrower intends to sell or rent the dwelling and has obtained the Government's consent to do so (a) neither Borrower nor anyone authorized to act for Borrower will, after receipt of a bona fide offer, refuse to negotiate for the sale or rental of the dwelling or will otherwise make unavailable or deny the dwelling to anyone because of race, color, religion, sex or national origin, and (b) Borrower recognizes as illegal and hereby disclaims, and will not comply with or attempt to enforce any restrictive covenants on the dwelling relating to race, color, religion, sex or national origin.

(21) This instrument shall be subject to the present regulations of the Farmers Home Administration, and to its future regulations not inconsistent with the covenants provisions hereof.

(22) Notices given hereunder shall be sent by certified mail, unless otherwise required by law, and addressed, unless and until some other address is designated in a notice to given, in the case of the Government to Farmers Home Administration at Columbia, South Carolina 29201, and in the case of Borrower at the address shown in the Farmers Home Administration Finance Office records (which normally will be the same as the post office address shown above).

(23) If any provision of this instrument or application thereof to any person or circumstances is held invalid, such invalidity will not affect other provisions or applications of the instrument which can be given effect without the invalid provision or application, and to that end the provisions hereof are declared to be severable.

IN WITNESS WHEREOF, Borrower has hereunto set Borrower's hand(s) and seal(s) this 26th day

of April, 1921

Signed, Stated, and Delivered in the presence of:

Witness
(Witness)

George E. Jones
(Witness)

Patricia A. White
PATRICIA A. WHITE (SEAL)

(SEAL)

EX- 527 100 763

AFFIDAVIT OF SUBSCRIBING WITNESS

STATE OF SOUTH CAROLINA

COUNTY OF HORRY

Before me, Sally M. Sarys, Notary Public of South Carolina, personally appeared Winston D. McIver and made oath that he saw the within named Patricia A. White sign, seal and as her set and deed, deliver the within written mortgage for the uses and purposes therein mentioned, and that George E. Graham witnessed the execution thereof, and subscribed their names as witnesses thereto.

SWORN to and subscribed before me, this 25th day of April, 19 83.

(Notary Public of South Carolina)

(Witness)

(SEAL)

My commission expires on June 20, 1990

RENUNCIATION OF DOWER
FEMALE MORTGAGOR

STATE OF SOUTH CAROLINA

COUNTY OF _____

I, _____, Notary Public of South Carolina, do hereby certify unto all whom it may concern that Mrs. _____, the wife of the within named _____, did this day appear before me, and upon being privately and separately examined by me, did declare that she does freely, voluntarily and without any compulsion, dread or fear of any person or persons whomsoever, renounce, release and forever relinquish unto the United States of America, acting through the Farmers Home Administration, United States Department of Agriculture, its successors and assigns, all her interest and estate, and also all her right and claim of dower, of, in or to all and singular the premises within mentioned and released.

GIVEN under my hand and seal, this _____ day of _____, 19 _____

(SEAL)

(Signature of Wife)

My commission expires on _____

(Notary Public of South Carolina)

13 APR 23 11 43 AM
CLERK OF COURT
SALLY M. SARYS

EXHIBIT C

FmHA-Instruction 1951-I
Exhibit A

6272226

UNITED STATES DEPARTMENT OF AGRICULTURE
FARMERS HOME ADMINISTRATION

Subsidy Repayment Agreement

Date of Note 4/26/83 Amount of Note \$39,500 Date of mortgage 4/26/83
Date of Note _____ Amount of Note _____ Date of mortgage _____

Type of assistance:

1. Interest credit-☒
2. Homeownership Assistance Program ☐

Address of Property: 0.7 Acre, Green

Sea

BORROWER: PATRICIA A. WHITE

CO-BORROWER:

1 This agreement entered into pursuant to 7 CFR 1951-I, between the United States of America, acting through the Farmers Home Administration (FmHA) (herein called "the Government"), pursuant to section 521 of Title V of the Housing Act of 1949 and the borrower () whose name () and address () appears above (herein sometimes referred to as "borrower"), supplements the note () from borrower to the Government as described above, and any promissory note () for loans made to borrower in the future by the Government. Such future notes, when executed, will be listed below the signature line of this Subsidy Repayment Agreement.

2 I () agree to the conditions set forth in this agreement for the repayment of the subsidy granted me () in the form of interest credits or Homeownership Assistance Program (HOAP) subsidy (hereinafter called "subsidy").

3 I () agree that the real property described in the mortgage () listed above is pledged as security for repayment of the subsidy received or to be received. I () agree that the subsidy is due and payable upon the transfer of title or non-occupancy of the property by me (). I () understand that the real estate securing the loan () is the only security for the subsidy received. I () further understand that I () will not be required to repay any of the subsidy from other than the value (as determined by the Government) of the real estate, mortgaged by myself () in order to obtain a Section 502 Rural Housing (RH) loan.

(9-27-79) SPECIAL PN

ROA131

4 I () understand that so long as I () continue to own the property and occupy the dwelling as my () residence, I () may repay the principal and interest owed on the loan and defer repaying the subsidy amount until title to the property is conveyed or the dwelling is no longer occupied by me (). If such a request is made, the amount of subsidy to be repaid will be determined when the principal and interest balance is paid. The mortgage securing the FmHA RH loan () will not be released of record until the total amount owed the Government has been repaid.

5 I () agree that Paragraph 6 of this agreement is null and void should the property described in the mortgage () be voluntarily conveyed to the Government or liquidated by foreclosure.

6 When the debt is satisfied by other than voluntary conveyance of the property to the Government or by foreclosure, I () agree that sale proceeds will be divided between the Government and me () in the following order:

- (a) Unpaid balance of loans secured by a prior mortgage as well as real estate taxes and assessments levied against the property which are due will be paid.
- (b) Unpaid principal and interest owed on FmHA RH loans for the property and advances made by FmHA which were not subsidy and are still due and payable will be paid to the Government.
- (c) I () will receive from the sale proceeds actual expenses incurred by me () necessary to sell the property. These may include sales commissions or advertising cost, appraisal fees, legal and related costs such as deed preparation and transfer taxes. Expenses incurred by me () in preparing the property for sale are not allowed unless authorized by the Government prior to incurring such expenses. Such expenses will be authorized only when FmHA determines such expenses are necessary to sell the property, or will likely result in a return greater than the expense being incurred.
- (d) I () will receive the amount of principal paid off on the loan calculated at the promissory note interest rate.
- (e) Any principal reduction attributed to subsidized interest calculations will be paid to the Government.
- (f) I () will receive my original equity which is the difference between the market value of the security, as determined by the FmHA appraisal at the time the first loan subject to recapture of subsidy was made, and the amount of the FmHA loan () and any prior lien. This amount is — 0 — and represents — 0 — percent of the market value of the security. (The

FmHA Instruction 1951-I

Exhibit A

Page 3

percent is determined by dividing my () original equity by the market value of the security when the loan was closed.) The dollar amounts and percent will be entered at the time this agreement is signed by me () and will be part of this agreement.

(g) The remaining balance, after the payments described in (a) thru (f) above have been paid is called value appreciation. The amount of value appreciation to be paid to the Government, in repayment or the subsidy granted, is the lesser of (1) the full amount of the subsidy or (2) an amount determined by multiplying the value appreciation by the appropriate factor in the following table.

Average interest rate paid by me (us)

No. of Months the Loan was Outstanding	1% or Less	1.1 to 2%	2.1 to 3%	3.1 to 4%	4.1 to 5%	5.1 to 6%	6.1 to 7%	7.1 or greater
0 to 59	.78	.68	.60	.51	.44	.32	.22	.11
60 to 119	.75	.66	.58	.49	.42	.31	.21	.11
120 to 179	.73	.63	.56	.48	.40	.30	.20	.10
to 239	.65	.56	.49	.42	.36	.26	.18	.09
to 299	.59	.51	.46	.38	.33	.24	.17	.09
300 to 359	.53	.45	.40	.34	.29	.21	.14	.09
360 to 396	.47	.40	.36	.31	.26	.19	.13	.09

(h) I () will receive the amount of value appreciation less the amount paid the Government as determined in (g) above. I () will also receive an additional amount in proportion to my original equity by reducing the amount of value appreciation due to the Government by the percent of my () original equity as shown in (f) above.

(i) If I () am the recipient of HOAP, the amount of value appreciation to be recaptured will be calculated as if I () had paid 1 percent interest on the loan, unless the average interest rate paid by me () was greater than 1 percent. In such cases it will be determined based on the average interest rate paid by me ().

(j) If this agreement is for a subsequent loan(s) only, the amount of repayment determined in (g) above will be reduced by the following percent: . This percent will be determined by dividing the amount of the loan(s) subject to recapture by the total outstanding RH debt. This percentage will be entered at the time I () sign this agreement.

(k) If this agreement is for more than one loan that is subject to recapture, the subsidy repayment computations will be based on the total subsidy granted on all loans.

(9-27-79) SPECIAL PN

ROA133

FmHA Instruction 1951-I
Exhibit A
Page 4

7 When a FmHA RR loan is repaid by other than foreclosure, voluntary conveyance, or sale of property, the amount of subsidy to be repaid the Government will be determined in the same manner as described in paragraph 6 of this Exhibit but based on the appraised value determined by FmHA instead of sales price. In such cases, the subsidy due the Government will remain a lien on the property until paid. It must be paid upon non occupancy, sale, or transfer of title to the property.

8 I  have read and agree to the provisions of this agreement.

Patricia A. White Borrower
PATRICIA A. WHITE

Co-Borrower

April 26, 1983
Date signed

Accepted and Agreed to
By W. P. Spengler, Jr. (FmHA Official)

County Supervisor (Title)

7-5-83

Date

006

EXHIBIT D

STATE OF SOUTH CAROLINA
COUNTY OF HORRY

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

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,

**AUTHORITY TO TESTIFY and
AFFIDAVIT OF DEBT**

BEFORE ME, the undersigned authority, personally appeared
Robert Meyer Jr, Foreclosure Supervisor, of United States of America
acting through the Rural Housing Service or successor agency, United States Department of
Agriculture ("Plaintiff") who being first duly sworn, depose and says:

1. I am authorized to sign this affidavit on behalf of Plaintiff. I am further the
custodian of the records of this account.

2. Plaintiff has exercised its option under the Promissory Note ("Note"), Mortgage of
Real Estate and other applicable loan documents kept in the regular custody of business, to
accelerate the loan and declare the entire principal balance, together with interest, advances and
other charges immediately due and payable. Plaintiffs have the right to foreclose the subject
mortgage.

3. The business record attached as **Exhibit A**, which was personally reviewed by me,
is a true and correct summary of Patricia A. White a/k/a Patricia Ann White's ("White") account.

4. Plaintiffs' books and records reflect that there is now due and owing to the
Plaintiffs, exclusive of attorney's fees and costs, the following amounts:

a. Principal due \$ 52,304.02

b.	Interest thru May 16, 2023	\$ 85,171.95
c.	Subsidy Granted	\$ 37,328.38
d.	Late Charges	\$ 3,014.85
e.	Fees assessed	\$ 42,560.51
f.	Fees required with Payoff	\$ 17,448.25

Total Balance Due	\$ 237,827.96
-------------------	---------------

5. Interest at the rate of 10.75% continues to accrue for each day that the debt remains unpaid at a rate of \$15.40 per day, subject to any adjustments as provided for in the Note;

6. Further, the Note and Mortgage are not owned, securitized or guaranteed by Federal National Mortgage Association (Fannie Mae) or Federal Home Loan Mortgage Corporation (Freddie Mac); Plaintiff is not a servicer participating in the Home Affordable Modification Program (HMP); and the Note and Mortgage are not subject to modification under HMP.

7. As a direct result of default by White under the Note and Mortgage, Plaintiff retained an attorney for its services to collect on its behalf such sum as the Court shall adjudge.

8. Plaintiff hereby gives Harrell, Martin & Peace, P.A. the authority to testify on its behalf regarding this matter.

Further Affiant sayeth not.

May 3, 2023

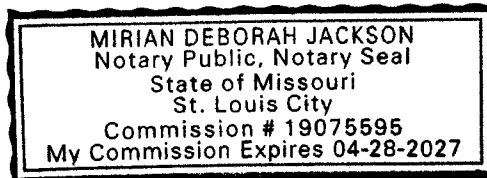
United States of America acting through the
Rural Housing Service or successor agency,
United States Department of Agriculture

By: [Signature]

Title: Foreclosure Supervisor

SWORN to before me this 3rd
day of May, 2023.

[Signature] (SEAL)
Notary Public for Missouri
My Commission Expires: 04/28/2027



FMP1CICS FMP1 FHWB1 FBST WB1 FBST

PAYOFF FUNDS PANEL

650 4/18/2023 11:44:35 AM ET PFSP576

Account Number 6272226

Name PATRICIA A WHITE

Funds Detail Information**Escrow/Impound Required**

Principal 52304.02 ✓

Interest From 03/26/08

To 05/16/23

85171.95 ✓

37328.38 -

Escrow/Impound Required

0.00

RD PREMIUM DUE

0.00

Optional Insurance

0.00

Late Charges Due

3014.85 - **Interest Calculations**

P&I Advance

0.00

Rate From To/Thru Int Due

Deferred Amounts

0.00

10.750 03/26/08 06/26/16 46429.38

Fees Assessed with Payoff Quote

0.00

10.750 06/26/16 05/16/23 38742.57

Interest Calculations

Fees Required with Payoff Funds

17448.25 -

Fees Currently Assessed

42560.51

Per Diem/Expiration Information

Buyer Assistance

0.00

After 05/15/23 Add 15.4046

Funds to be Credited

AND RECOV/COST INT PERDIEM 12.5382

Less Escrow/Impound Funds

0.00

Quote Expires 05/16/23

Less Unapplied Funds

0.00

Financed Cov Rebate Good Until 00/00/00

Less Buydown Funds

0.00

After 05/15/23 Add 0.0000

Less Financed Cov Rebate Funds

0.00

FOR SIMPLE INSURANCE PER DAY

Less SAC Amounts Paid

0.00

Less Remaining PRA

0.00

Less Early Refunds

0.00

Payoff Funds Required

237827.96

Funds Retained

Escrow/Impound Funds

417.17

Unapplied Funds

0.00

Buydown Funds

0.00

Message: CLICK RETURN TO EXIT

OK

**USDA Rural Development
Customer Service Center
St. Louis, MO 63166**

Fee Breakdown

**Name: Patricia A.
White
Account Number:
6272226**

Date	Description	Amount
02/27/08	Caretaking / Maintenance	\$250.49
01/29/09	Caretaking / Maintenance	\$147.33
06/25/09	Selling Expense	\$200.00
06/25/09	Recording Filing Fee	\$160.00
07/16/09	Recording Filing Fee	\$270.00
08/11/09	Recording Filing Fee	\$125.00
09/16/09	Recording Filing Fee	\$25.00
11/24/09	Negative Escrow	~~\$282.00~~
12/17/09	Negative Escrow	~~\$282.00~~
01/12/10	Appraisal Fee	~~\$225.00~~
02/22/10	Selling Expense	\$288.00
03/31/10	Attorney FCL Services	\$640.00
10/21/10	Appraisal Fee	~~\$225.00~~
11/16/10	Selling Expense	\$25.00
12/15/10	Selling Expense	\$297.00
06/06/17	Negative Escrow	~~\$4,227.98~~
06/19/17	Negative Escrow	~~\$4,227.98~~
09/15/17	Caretaking / Maintenance	\$26.43
10/17/17	Caretaking / Maintenance	\$25.30
11/27/17	Caretaking / Maintenance	\$25.30
12/13/17	Caretaking / Maintenance	\$25.30
01/26/18	Caretaking / Maintenance	\$25.30
02/21/18	Caretaking / Maintenance	\$25.30
04/24/18	Caretaking / Maintenance	\$25.30
05/30/18	Caretaking / Maintenance	\$25.30
06/15/18	Caretaking / Maintenance	\$25.30
07/24/18	Caretaking / Maintenance	\$25.30
08/22/18	Caretaking / Maintenance	\$25.30
09/24/18	Caretaking / Maintenance	\$25.30
11/06/18	Caretaking / Maintenance	\$25.30
11/26/18	Caretaking / Maintenance	\$25.30
12/19/18	Caretaking / Maintenance	\$25.30
02/07/19	Caretaking / Maintenance	\$25.30
02/15/19	Caretaking / Maintenance	\$25.30

~~Escrow~~ \$9061.57
~~Appraisal~~ \$1949.10
 Caretaking \$28,869.84
 Appraisal \$650.00
 PR. W FC 2030.00

**Name: Patricia A.
White
Account Number:
6272226**

Date	Description	Amount
02/19/19	Caretaking / Maintenance	\$75.89
02/19/19	Caretaking / Maintenance	\$126.48
02/19/19	Caretaking / Maintenance	\$50.60
02/19/19	Caretaking / Maintenance	\$358.94
03/21/19	Caretaking / Maintenance	\$25.30
03/21/19	Caretaking / Maintenance	\$75.89
03/21/19	Caretaking / Maintenance	\$50.60
03/21/19	Caretaking / Maintenance	\$75.89
04/26/19	Caretaking / Maintenance	\$25.30
04/29/19	Caretaking / Maintenance	\$253.98
04/29/19	Caretaking / Maintenance	\$253.98
05/22/19	Caretaking / Maintenance	\$25.30
05/28/19	Caretaking / Maintenance	\$253.98
05/28/19	Caretaking / Maintenance	\$253.98
06/24/19	Caretaking / Maintenance	\$25.30
06/27/19	Caretaking / Maintenance	\$253.98
06/27/19	Caretaking / Maintenance	\$253.98
07/18/19	Caretaking / Maintenance	\$25.30
09/20/19	Caretaking / Maintenance	\$25.30
09/26/19	Caretaking / Maintenance	\$253.98
10/02/19	Caretaking / Maintenance	\$25.30
10/02/19	Caretaking / Maintenance	\$253.98
10/02/19	Caretaking / Maintenance	\$253.98
10/24/19	Caretaking / Maintenance	\$25.30
10/24/19	Caretaking / Maintenance	\$253.98
11/20/19	Caretaking / Maintenance	\$253.98
12/06/19	Caretaking / Maintenance	\$253.98
12/06/19	Caretaking / Maintenance	\$253.98
12/06/19	Caretaking / Maintenance	\$25.30
12/23/19	Caretaking / Maintenance	\$253.98
12/23/19	Caretaking / Maintenance	\$253.98
12/23/19	Caretaking / Maintenance	\$25.30
01/29/20	Managerial / Misc Fee	\$25.30
03/03/20	Managerial / Misc Fee	\$25.30
03/05/20	Managerial / Misc Fee	\$253.98
04/09/20	Managerial / Misc Fee	\$25.30
04/10/20	Managerial / Misc Fee	\$253.98
04/20/20	Property Inspection	\$25.30
04/23/20	Caretaking / Maintenance	\$1,500.00

**Name: Patricia A.
White**

**Account Number:
6272226**

Date	Description	Amount
04/23/20	Caretaking / Maintenance	\$253.98
04/23/20	Caretaking / Maintenance	\$60.00
04/23/20	Caretaking / Maintenance	\$200.00
04/24/20	Caretaking / Maintenance	\$126.99
07/01/20	Caretaking / Maintenance	\$253.98
07/01/20	Caretaking / Maintenance	\$253.98
07/01/20	Property Inspection	\$25.30
08/26/20	Managerial / Misc Fee	\$25.30
08/26/20	Managerial / Misc Fee	\$253.98
08/26/20	Managerial / Misc Fee	\$253.98
10/08/20	Managerial / Misc Fee	\$25.30
10/09/20	Caretaking / Maintenance	\$253.98
11/02/20	Caretaking / Maintenance	\$253.98
11/02/20	Caretaking / Maintenance	\$1,500.00
11/03/20	Caretaking / Maintenance	\$253.98
11/03/20	Caretaking / Maintenance	\$253.98
11/30/20	Property Inspection	\$25.30
12/03/20	Caretaking / Maintenance	\$253.98
12/03/20	Caretaking / Maintenance	\$253.98
12/18/20	Caretaking / Maintenance	\$253.98
12/18/20	Property Inspection	\$25.30
01/22/21	Property Inspection	\$25.30
01/27/21	Caretaking / Maintenance	\$253.98
02/08/21	Caretaking / Maintenance	\$253.98
02/08/21	Caretaking / Maintenance	\$253.98
02/09/21	Caretaking / Maintenance	\$253.98
02/11/21	Managerial / Misc Fee	\$25.30
02/19/21	Managerial / Misc Fee	\$25.30
03/03/21	Property Inspection	\$25.30
03/04/21	Caretaking / Maintenance	\$253.98
03/11/21	Caretaking / Maintenance	\$25.30
03/26/21	Property Inspection	\$25.30
04/19/21	Property Inspection	\$25.30
04/19/21	Caretaking / Maintenance	\$253.98
05/05/21	Property Acquisition Liquidation	\$267.00
05/05/21	Foreclosure Services	~~\$875.00~~
05/05/21	Property Acquisition Liquidation	~~\$12.30~~
05/05/21	Property Acquisition Liquidation	~~\$120.92~~
05/05/21	Property Acquisition Liquidation	~~\$275.00~~

**Name: Patricia A.
White
Account Number:
6272226**

Date	Description	Amount
05/25/21	Property Inspection	\$25.30
05/26/21	Caretaking / Maintenance	\$253.98
05/26/21	Caretaking / Maintenance	\$253.98
07/02/21	Caretaking / Maintenance	\$253.98
07/02/21	Caretaking / Maintenance	\$253.98
07/07/21	Property Inspection	\$25.30
07/21/21	Property Inspection	\$25.30
08/02/21	Caretaking / Maintenance	\$253.98
08/26/21	Caretaking / Maintenance	\$253.98
08/26/21	Caretaking / Maintenance	\$270.23
08/26/21	Caretaking / Maintenance	\$1,319.29
09/27/21	Property Inspection	\$25.30
10/20/21	Caretaking / Maintenance	\$253.98
10/20/21	Property Inspection	\$25.30
10/20/21	Caretaking / Maintenance	\$253.98
10/22/21	Property Inspection	\$25.30
10/26/21	Property Acquisition Liquidation	~~\$75.00~~
10/26/21	Property Acquisition Liquidation	~~\$500.00~~
10/26/21	Property Acquisition Liquidation	~~\$25.30~~
10/28/21	Caretaking / Maintenance	\$253.98
10/28/21	Caretaking / Maintenance	\$253.98
11/23/21	Caretaking / Maintenance	\$253.98
11/24/21	Caretaking / Maintenance	\$253.98
12/15/21	Property Inspection	\$25.30
01/06/22	Caretaking / Maintenance	\$604.03
01/06/22	Caretaking / Maintenance	\$270.23
01/26/22	Property Inspection	\$25.30
03/29/22	Property Inspection	\$25.30
03/29/22	Caretaking / Maintenance	\$253.98
03/31/22	Caretaking / Maintenance	\$253.98
03/31/22	Caretaking / Maintenance	\$253.98
04/01/22	Property Inspection	\$25.30
04/18/22	Property Inspection	\$25.30
05/02/22	Caretaking / Maintenance	\$358.94
05/04/22	Property Inspection	\$25.30
06/01/22	Caretaking / Maintenance	\$253.98
06/01/22	Caretaking / Maintenance	\$253.98
06/02/22	Property Inspection	\$25.30
06/23/22	Caretaking / Maintenance	\$253.98

**Name: Patricia A.
White
Account Number:
6272226**

Date	Description	Amount
07/11/22	Caretaking / Maintenance	\$253.98
07/11/22	Caretaking / Maintenance	\$253.98
07/22/22	Property Inspection	\$25.30
08/03/22	Caretaking / Maintenance	\$253.98
09/12/22	Property Inspection	\$25.30
09/12/22	Property Inspection	\$25.30
09/12/22	Caretaking / Maintenance	\$253.98
09/20/22	Caretaking / Maintenance	\$253.98
09/20/22	Caretaking / Maintenance	\$253.98
09/20/22	Caretaking / Maintenance	\$253.98
09/21/22	Property Inspection	\$25.30
10/05/22	Property Acquisition Liquidation	~~\$21.74~~
11/01/22	Caretaking / Maintenance	\$253.98
11/01/22	Caretaking / Maintenance	\$253.98
11/07/22	Property Inspection	\$25.30
11/16/22	Caretaking / Maintenance	\$253.98
11/16/22	Caretaking / Maintenance	\$253.98
12/15/22	Caretaking / Maintenance	\$253.98
12/15/22	Caretaking / Maintenance	\$101.18
12/15/22	Caretaking / Maintenance	\$1,419.29
12/15/22	Caretaking / Maintenance	\$50.60
12/16/22	Caretaking / Maintenance	\$40.00
12/16/22	Property Inspection	\$25.30
12/21/22	Property Inspection	\$25.30
12/23/22	Caretaking / Maintenance	\$126.48
12/23/22	Caretaking / Maintenance	\$126.48
01/17/23	Caretaking / Maintenance	\$253.98
01/18/23	Property Inspection	\$25.30
02/15/23	Caretaking / Maintenance	\$642.42
02/15/23	Property Inspection	\$25.30
03/14/23	Caretaking / Maintenance	\$253.98
03/14/23	Caretaking / Maintenance	\$253.98
03/15/23	Property Inspection	\$25.30
05/16/23	CURRENT BALANCE	\$42,560.51



Mortgage Contracting Services, LLC
350 Highland Drive Suite 100
Lewisville, TX 75067

ELECTRONICALLY FILED - 2023 May 15 4:29 PM - Horry - COMMON PLEAS - CASE#2021CP2600144

LOAN #: 6272226

Invoice Item	Completion Date	Total
<u>Verify Occupancy - Inspection - Ordered 08/11/2017</u>	8/14/2017 11:00:00 AM	\$26.43
<u>Verify Occupancy - Inspection - Ordered 09/15/2017</u>	9/20/2017 11:00:00 AM	\$25.30
<u>Verify Occupancy - Inspection - Ordered 10/11/2017</u>	10/14/2017 11:00:00 AM	\$25.30
<u>Verify Occupancy - Inspection - Ordered 11/11/2017</u>	11/16/2017 11:00:00 AM	\$25.30
<u>Verify Occupancy - Inspection - Ordered 12/12/2017</u>	12/18/2017 11:00:00 AM	\$25.30
<u>Verify Occupancy - Inspection - Ordered 01/16/2018</u>	1/25/2018 11:00:00 AM	\$25.30
<u>Verify Occupancy - Inspection - Ordered 03/05/2018</u>	3/10/2018 11:00:00 AM	\$25.30
<u>Verify Occupancy - Inspection - Ordered 04/11/2018</u>	4/13/2018 11:00:00 AM	\$25.30
<u>Verify Occupancy - Inspection - Ordered 05/08/2018</u>	5/10/2018 11:00:00 AM	\$25.30
<u>Verify Occupancy - Inspection - Ordered 06/08/2018</u>	6/9/2018 11:00:00 AM	\$25.30
<u>Verify Occupancy - Inspection - Ordered 07/10/2018</u>	7/16/2018 11:00:00 AM	\$25.30
<u>Verify Occupancy - Inspection - Ordered 08/14/2018</u>	8/15/2018 11:00:00 AM	\$25.30
<u>Verify Occupancy - Inspection - Ordered 09/11/2018</u>	9/13/2018 11:00:00 AM	\$25.30
<u>Verify Occupancy - Inspection - Ordered 10/09/2018</u>	10/17/2018 11:00:00 AM	\$25.30
<u>Verify Occupancy - Inspection - Ordered 11/12/2018</u>	11/21/2018 11:00:00 AM	\$25.30
<u>Verify Occupancy - Inspection - Ordered 12/13/2018</u>	12/27/2018 11:00:00 AM	\$25.30
<u>Initial Grass Cut 25,001 to 35,000 sq ft</u>	1/2/2019 11:00:00 AM	\$358.94
<u>Install Lockbox</u>	1/2/2019 11:00:00 AM	\$50.60
<u>Install Knob Lock Only</u>	1/2/2019 11:00:00 AM	\$75.89
<u>Winterize - Dry Heat System</u>	1/2/2019 11:00:00 AM	\$126.48
<u>Verify Occupancy - Inspection - Ordered 01/17/2019</u>	1/19/2019 11:00:00 AM	\$25.30
<u>Verify Occupancy - Inspection - Ordered 02/13/2019</u>	2/15/2019 11:00:00 AM	\$25.30
<u>Install Lockbox</u>	2/20/2019 11:00:00 AM	\$50.60
<u>Install Knob Lock Only</u>	2/20/2019 11:00:00 AM	\$75.89
<u>Install Knob Lock Only</u>	2/20/2019 11:00:00 AM	\$75.89
<u>Grass Recut 25,001 to 35,000 sq ft</u>	3/11/2019 11:00:00 AM	\$253.98

ROA144

<u>Verify Occupancy - Inspection - Ordered 03/13/2019</u>	3/15/2019 11:00:00 AM	\$25.30
<u>Grass Recut 25,001 to 35,000 sq ft</u>	3/24/2019 11:00:00 AM	\$253.98
<u>Grass Recut 25,001 to 35,000 sq ft</u>	4/4/2019 11:00:00 AM	\$253.98
<u>Verify Occupancy - Inspection - Ordered 04/11/2019</u>	4/15/2019 11:00:00 AM	\$25.30
<u>Grass Recut 25,001 to 35,000 sq ft</u>	4/23/2019 11:00:00 AM	\$253.98
<u>Grass Recut 25,001 to 35,000 sq ft</u>	5/4/2019 11:00:00 AM	\$253.98
<u>Verify Occupancy - Inspection - Ordered 05/14/2019</u>	5/16/2019 11:00:00 AM	\$25.30
<u>Grass Recut 25,001 to 35,000 sq ft</u>	5/17/2019 11:00:00 AM	\$253.98
<u>Grass Recut 25,001 to 35,000 sq ft</u>	6/3/2019 11:00:00 AM	\$253.98
<u>Verify Occupancy - Inspection - Ordered 06/12/2019</u>	6/14/2019 11:00:00 AM	\$25.30
<u>Grass Recut 25,001 to 35,000 sq ft</u>	7/1/2019 11:00:00 AM	\$253.98
<u>Verify Occupancy - Inspection - Ordered 07/10/2019</u>	7/13/2019 11:00:00 AM	\$25.30
<u>Grass Recut 25,001 to 35,000 sq ft</u>	8/6/2019 11:00:00 AM	\$253.98
<u>Verify Occupancy - Inspection - Ordered 08/09/2019</u>	8/15/2019 11:00:00 AM	\$25.30
<u>Grass Recut 25,001 to 35,000 sq ft</u>	8/19/2019 11:00:00 AM	\$253.98
<u>Verify Occupancy - Inspection - Ordered 09/09/2019</u>	9/11/2019 11:00:00 AM	\$25.30
<u>Grass Recut 25,001 to 35,000 sq ft</u>	9/15/2019 11:00:00 AM	\$253.98
<u>Grass Recut 25,001 to 35,000 sq ft</u>	10/13/2019 11:00:00 AM	\$253.98
<u>Verify Occupancy - Inspection - Ordered 10/11/2019</u>	10/15/2019 11:00:00 AM	\$25.30
<u>Grass Recut 25,001 to 35,000 sq ft</u>	10/23/2019 11:00:00 AM	\$253.98
<u>Grass Recut 25,001 to 35,000 sq ft</u>	11/5/2019 11:00:00 AM	\$253.98
<u>Verify Occupancy - Inspection - Ordered 11/14/2019</u>	11/19/2019 11:00:00 AM	\$25.30
<u>Grass Recut 25,001 to 35,000 sq ft</u>	11/22/2019 11:00:00 AM	\$253.98
<u>Verify Occupancy - Inspection - Ordered 12/13/2019</u>	12/16/2019 11:00:00 AM	\$25.30
<u>Grass Recut 25,001 to 35,000 sq ft</u>	1/7/2020 11:00:00 AM	\$253.98
<u>Verify Occupancy - Inspection - Ordered 01/10/2020</u>	1/15/2020 11:00:00 AM	\$25.30
<u>Verify Occupancy - Inspection - Ordered 02/10/2020</u>	2/15/2020 11:00:00 AM	\$25.30
<u>Grass Recut 25,001 to 35,000 sq ft</u>	2/25/2020 11:00:00 AM	\$253.98
<u>Tarp Roof</u>	3/3/2020 11:00:00 AM	\$1,500.00
<u>Install/Repair Security Door</u>	3/7/2020 11:00:00 AM	\$200.00

<u>Remove Interior Hazard per cu yd</u>	3/7/2020 11:00:00 AM	\$60.00
<u>Extermination</u>	3/15/2020 11:00:00 AM	\$126.99
<u>Verify Occupancy - Inspection - Ordered 03/09/2020</u>	3/15/2020 11:00:00 AM	\$25.30
<u>Grass Recut 25,001 to 35,000 sq ft</u>	3/26/2020 11:00:00 AM	\$253.98
<u>Grass Recut 25,001 to 35,000 sq ft</u>	4/5/2020 11:00:00 AM	\$253.98
<u>Verify Occupancy - Inspection - Ordered 04/06/2020</u>	4/8/2020 11:00:00 AM	\$25.30
<u>Grass Recut 25,001 to 35,000 sq ft</u>	4/18/2020 11:00:00 AM	\$253.98
<u>Grass Recut 25,001 to 35,000 sq ft</u>	5/6/2020 11:00:00 AM	\$253.98
<u>Verify Occupancy - Inspection - Ordered 05/05/2020</u>	5/7/2020 11:00:00 AM	\$25.30
<u>Grass Recut 25,001 to 35,000 sq ft</u>	5/27/2020 11:00:00 AM	\$253.98
<u>Grass Recut 25,001 to 35,000 sq ft</u>	6/10/2020 11:00:00 AM	\$253.98
<u>Verify Occupancy - Inspection - Ordered 06/05/2020</u>	6/10/2020 11:00:00 AM	\$25.30
<u>Grass Recut 25,001 to 35,000 sq ft</u>	6/26/2020 11:00:00 AM	\$253.98
<u>Grass Recut 25,001 to 35,000 sq ft</u>	7/5/2020 11:00:00 AM	\$253.98
<u>Verify Occupancy - Inspection - Ordered 07/07/2020</u>	7/13/2020 11:00:00 AM	\$25.30
<u>Grass Recut 25,001 to 35,000 sq ft</u>	7/25/2020 11:00:00 AM	\$253.98
<u>Grass Recut 25,001 to 35,000 sq ft</u>	8/12/2020 11:00:00 AM	\$253.98
<u>Tarp Roof</u>	8/17/2020 11:00:00 AM	\$1,500.00
<u>Verify Occupancy - Inspection - Ordered 08/11/2020</u>	8/17/2020 11:00:00 AM	\$25.30
<u>Grass Recut 25,001 to 35,000 sq ft</u>	8/26/2020 11:00:00 AM	\$253.98
<u>Verify Occupancy - Inspection - Ordered 09/09/2020</u>	9/11/2020 11:00:00 AM	\$25.30
<u>Grass Recut 25,001 to 35,000 sq ft</u>	9/13/2020 11:00:00 AM	\$253.98
<u>Grass Recut 25,001 to 35,000 sq ft</u>	9/23/2020 11:00:00 AM	\$253.98
<u>Verify Occupancy - Inspection - Ordered 10/07/2020</u>	10/9/2020 11:00:00 AM	\$25.30
<u>Grass Recut 25,001 to 35,000 sq ft</u>	10/13/2020 11:00:00 AM	\$253.98
<u>Grass Recut 25,001 to 35,000 sq ft</u>	10/28/2020 11:00:00 AM	\$253.98
<u>Verify Occupancy - Inspection - Ordered 11/09/2020</u>	11/10/2020 11:00:00 AM	\$25.30
<u>Grass Recut 25,001 to 35,000 sq ft</u>	11/21/2020 11:00:00 AM	\$253.98
<u>Verify Occupancy - Inspection - Ordered 12/07/2020</u>	12/10/2020 11:00:00 AM	\$25.30
<u>Grass Recut 25,001 to 35,000 sq ft</u>	12/22/2020 11:00:00 AM	\$253.98

<u>Verify Occupancy - Inspection - Ordered 01/06/2021</u>	1/8/2021 11:00:00 AM	\$25.30
<u>Verify Occupancy - Inspection - Ordered 02/04/2021</u>	2/5/2021 11:00:00 AM	\$25.30
<u>Verify Occupancy - Inspection - Ordered 03/09/2021</u>	3/13/2021 11:00:00 AM	\$25.30
<u>Grass Recut 25,001 to 35,000 sq ft</u>	3/22/2021 11:00:00 AM	\$253.98
<u>Grass Recut 25,001 to 35,000 sq ft</u>	4/6/2021 11:00:00 AM	\$253.98
<u>Verify Occupancy - Inspection - Ordered 04/06/2021</u>	4/8/2021 11:00:00 AM	\$25.30
<u>Grass Recut 25,001 to 35,000 sq ft</u>	4/20/2021 11:00:00 AM	\$253.98
<u>Verify Occupancy - Inspection - Ordered 05/05/2021</u>	5/6/2021 11:00:00 AM	\$25.30
<u>Grass Recut 25,001 to 35,000 sq ft</u>	5/17/2021 11:00:00 AM	\$253.98
<u>Grass Recut 25,001 to 35,000 sq ft</u>	5/24/2021 11:00:00 AM	\$253.98
<u>Verify Occupancy - Inspection - Ordered 06/03/2021</u>	6/4/2021 11:00:00 AM	\$25.30
<u>Grass Recut 25,001 to 35,000 sq ft</u>	6/17/2021 11:00:00 AM	\$253.98
<u>Verify Occupancy - Inspection - Ordered 07/08/2021</u>	7/9/2021 11:00:00 AM	\$25.30
<u>Repair Roof</u>	7/24/2021 11:00:00 AM	\$270.23
<u>Tarp Roof</u>	7/24/2021 11:00:00 AM	\$1,319.29
<u>Grass Recut 25,001 to 35,000 sq ft</u>	7/26/2021 11:00:00 AM	\$253.98
<u>Verify Occupancy - Inspection - Ordered 08/04/2021</u>	8/6/2021 11:00:00 AM	\$25.30
<u>Grass Recut 25,001 to 35,000 sq ft</u>	8/11/2021 11:00:00 AM	\$253.98
<u>Grass Recut 25,001 to 35,000 sq ft</u>	8/30/2021 11:00:00 AM	\$253.98
<u>Verify Occupancy - Inspection - Ordered 09/07/2021</u>	9/10/2021 11:00:00 AM	\$25.30
<u>Grass Recut 25,001 to 35,000 sq ft</u>	9/12/2021 11:00:00 AM	\$253.98
<u>Grass Recut 25,001 to 35,000 sq ft</u>	9/26/2021 11:00:00 AM	\$253.98
<u>Verify Occupancy - Inspection - Ordered 10/05/2021</u>	10/6/2021 11:00:00 AM	\$25.30
<u>Grass Recut 25,001 to 35,000 sq ft</u>	10/12/2021 11:00:00 AM	\$253.98
<u>Grass Recut 25,001 to 35,000 sq ft</u>	10/27/2021 11:00:00 AM	\$253.98
<u>Repair Roof</u>	11/2/2021 11:00:00 AM	\$270.23
<u>Tarp Roof</u>	11/2/2021 11:00:00 AM	\$604.03
<u>Verify Occupancy - Inspection - Ordered 11/05/2021</u>	11/8/2021 11:00:00 AM	\$25.30
<u>Verify Occupancy - Inspection - Ordered 12/07/2021</u>	12/8/2021 11:00:00 AM	\$25.30
<u>Grass Recut 25,001 to 35,000 sq ft</u>	12/9/2021 11:00:00 AM	\$253.98

<u>Verify Occupancy - Inspection - Ordered 01/05/2022</u>	1/7/2022 11:00:00 AM	\$25.30
<u>Grass Recut 25,001 to 35,000 sq ft</u>	1/11/2022 11:00:00 AM	\$253.98
<u>Grass Recut 25,001 to 35,000 sq ft</u>	2/10/2022 11:00:00 AM	\$253.98
<u>Verify Occupancy - Inspection - Ordered 02/09/2022</u>	2/11/2022 11:00:00 AM	\$25.30
<u>Grass Recut 25,001 to 35,000 sq ft</u>	2/27/2022 11:00:00 AM	\$253.98
<u>Verify Occupancy - Inspection - Ordered 03/08/2022</u>	3/11/2022 11:00:00 AM	\$25.30
<u>Grass Recut 25,001 to 35,000 sq ft</u>	3/21/2022 11:00:00 AM	\$358.94
<u>Verify Occupancy - Inspection - Ordered 04/05/2022</u>	4/8/2022 11:00:00 AM	\$25.30
<u>Grass Recut 25,001 to 35,000 sq ft</u>	4/11/2022 11:00:00 AM	\$253.98
<u>Grass Recut 25,001 to 35,000 sq ft</u>	4/11/2022 11:00:00 AM	\$253.98
<u>Grass Recut 25,001 to 35,000 sq ft</u>	4/26/2022 11:00:00 AM	\$253.98
<u>Verify Occupancy - Inspection - Ordered 05/06/2022</u>	5/9/2022 11:00:00 AM	\$25.30
<u>Grass Recut 25,001 to 35,000 sq ft</u>	5/11/2022 11:00:00 AM	\$253.98
<u>Grass Recut 25,001 to 35,000 sq ft</u>	5/23/2022 11:00:00 AM	\$253.98
<u>Verify Occupancy - Inspection - Ordered 06/07/2022</u>	6/10/2022 11:00:00 AM	\$25.30
<u>Grass Recut 25,001 to 35,000 sq ft</u>	6/29/2022 11:00:00 AM	\$253.98
<u>Verify Occupancy - Inspection - Ordered 07/08/2022</u>	7/11/2022 11:00:00 AM	\$25.30
<u>Grass Recut 25,001 to 35,000 sq ft</u>	7/12/2022 11:00:00 AM	\$253.98
<u>Grass Recut 25,001 to 35,000 sq ft</u>	7/27/2022 11:00:00 AM	\$253.98
<u>Grass Recut 25,001 to 35,000 sq ft</u>	8/11/2022 11:00:00 AM	\$253.98
<u>Verify Occupancy - Inspection - Ordered 08/08/2022</u>	8/12/2022 11:00:00 AM	\$25.30
<u>Grass Recut 25,001 to 35,000 sq ft</u>	8/29/2022 11:00:00 AM	\$253.98
<u>Grass Recut 25,001 to 35,000 sq ft</u>	9/12/2022 11:00:00 AM	\$253.98
<u>Verify Occupancy - Inspection - Ordered 09/08/2022</u>	9/12/2022 11:00:00 AM	\$25.30
<u>Grass Recut 25,001 to 35,000 sq ft</u>	9/25/2022 11:00:00 AM	\$253.98
<u>Winterize - Dry Heat System</u>	10/7/2022 11:00:00 AM	\$126.48
<u>Grass Recut 25,001 to 35,000 sq ft</u>	10/10/2022 11:00:00 AM	\$253.98
<u>Verify Occupancy - Inspection - Ordered 10/11/2022</u>	10/14/2022 11:00:00 AM	\$25.30
<u>Grass Recut 25,001 to 35,000 sq ft</u>	10/24/2022 11:00:00 AM	\$253.98
<u>Winterize - Dry Heat System</u>	10/26/2022 11:00:00 AM	\$126.48

Cap Water Line(s)	11/8/2022 11:00:00 AM	\$40.00
Board Door using 3/4in	11/8/2022 11:00:00 AM	\$101.18
Tarp Roof	11/8/2022 11:00:00 AM	\$1,419.29
Padlock Crawlspace	11/8/2022 11:00:00 AM	\$50.60
Verify Occupancy - Inspection - Ordered 11/08/2022	11/14/2022 11:00:00 AM	\$25.30
Grass Recut 25,001 to 35,000 sq ft	11/19/2022 11:00:00 AM	\$253.98
Verify Occupancy - Inspection - Ordered 12/06/2022	12/12/2022 11:00:00 AM	\$25.30
Grass Recut 25,001 to 35,000 sq ft	12/19/2022 11:00:00 AM	\$253.98
Verify Occupancy - Inspection - Ordered 01/05/2023	1/13/2023 11:00:00 AM	\$25.30
Tarp Roof	1/19/2023 11:00:00 AM	\$642.42
Verify Occupancy - Inspection - Ordered 02/03/2023	2/10/2023 11:00:00 AM	\$25.30
Grass Recut 25,001 to 35,000 sq ft	2/12/2023 11:00:00 AM	\$253.98
Grass Recut 25,001 to 35,000 sq ft	2/26/2023 11:00:00 AM	\$253.98
Verify Occupancy - Inspection - Ordered 03/03/2023	3/10/2023 11:00:00 AM	\$25.30
Grass Recut 25,001 to 35,000 sq ft	3/12/2023 11:00:00 AM	\$253.98
Grass Recut 25,001 to 35,000 sq ft	3/25/2023 11:00:00 AM	\$253.98
Grass Recut 25,001 to 35,000 sq ft	4/7/2023 11:00:00 AM	\$253.98
Verify Occupancy - Inspection - Ordered 04/06/2023	4/12/2023 11:00:00 AM	\$25.30
Total Amount Invoiced: \$29,538.54		

STATE OF SOUTH CAROLINA

IN THE COURT OF COMMON PLEAS

COUNTY OF HORRY

C/A NO.: 2021-CP-26-00144

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.

**NOTICE OF MOTION AND
MOTION TO RECONSIDER AND/OR
TO ALTER OR AMEND**

TO THE DEFENDANTS ABOVE-NAMED:

YOU WILL PLEASE TAKE NOTICE that Plaintiff United States of America, acting through the Rural Housing Service, or successor agency, United States Department of Agriculture ("Plaintiff") will move before this Honorable Court ten (10) days after service hereof, or as soon thereafter as counsel may be heard, for an order altering or amending and/or reconsidering the Court's rulings in its Judgment of Foreclosure and Order for Sale filed June 2, 2023 entered by the Honorable Alan Clemmons, Master in Equity for Horry County. Specifically, Plaintiff moves pursuant to Rule 59(e), SCRPC.

As grounds for the Motion, the Plaintiff would show the Court erred in one or more of the following ways: (i) in limiting the contractual interest owed under the Promissory Note and Mortgage at issue to two years thereby altering the clear and unambiguous terms thereof, (ii) limiting the reimbursable expenses to fifty percent (50%) of the amount claimed to be due and allowed by the Promissory Note and Mortgage at issue despite their clear and unambiguous terms, (iii) altering Plaintiff's debt despite finding Plaintiff proved its burden of proof related thereto, without contest; (v) considering affirmative defenses when determining the amount owed under the Note and Mortgage at issue when none of the above-named Defendants presented them in an answer or other responsive

pleading; (vi) failing to find the affirmative defenses considered by the Court were not waived by the above-named Defendants when they failed and refused to assert them.

This Motion will be based upon such affidavits that may be filed of record, memorandum of law that may be filed of record, statutory law, case law, and such other and further argument of counsel that may be appropriate.

Respectfully Submitted,

HARRELL, MARTIN & PEACE, P.A.

/s/ Taylor A. Peace, Esq.

Taylor A. Peace, Esq., S.C. Bar # 100206

Jamie Anna Weller, S.C. Bar #105548

135 Columbia Avenue (Physical Address)

P.O. Box 1000 (Mailing Address)

Chapin, South Carolina 29036

(803) 345-3353

tpeace@hmp-law.com

jweller@hmp-law.com

Attorneys for Plaintiff

June 12, 2023

Chapin, South Carolina

STATE OF SOUTH CAROLINA

IN THE COURT OF COMMON PLEAS

COUNTY OF HORRY

C/A NO.: 2021-CP-26-00144

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

Plaintiff,

CERTIFICATE OF SERVICE

vs.

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

Defendants.

I, Tracy Slice Moore, Paralegal to Jamie Anna Weller, Esq., of the firm of Harrell, Martin & Peace, P.A., do hereby certify that I have served a copy of the below named document upon the parties listed below by U.S. Mail, postage prepaid, and addressed as follows:

DOCUMENT SERVED:

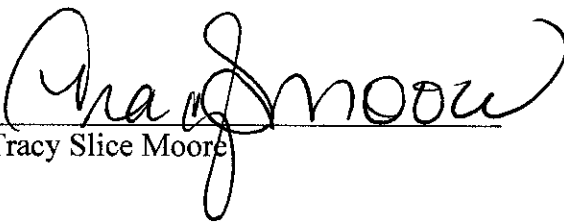
Notice of Motion and Motion to Alter and/or to Alter or Amend

PARTIES SERVED:

Patricia A. White a/k/a Patricia Ann White
c/o Thomas D. Kilpatrick, Esq.
2512 Devine St.
Columbia, South Carolina 29205

Patricia A. White a/k/a Patricia Ann White
3470 Hwy 917
Loris, South Carolina 29569

Family Services, Inc.
8084 Rivers Avenue, Suite 100
North Charleston, South Carolina 29406


Tracy Slice Moore

June 12, 2023

STATE OF SOUTH CAROLINA

IN THE COURT OF COMMON PLEAS

COUNTY OF HORRY

C/A NO.: 2021-CP-26-00144

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.

**MEMORANDUM IN SUPPORT OF
PLAINTIFF'S MOTION TO
RECONSIDER AND/OR
TO ALTER OR AMEND**

NOW COMES Plaintiff United States of America acting through the Rural Housing Service or successor agency, United States Department of Agriculture ("Plaintiff") by and through its undersigned attorney, who submits this Memorandum in Support of Plaintiff's Motion to Reconsider and/or to Alter or Amend ("Motion"). As discussed more fully below, the Plaintiff is entitled to an Amended Judgment of Foreclosure and Order of Sale to amend the altered debt calculated by the Court in the Judgment of Foreclosure and Order for Sale entered by the Court on June 2, 2023 and to conform same with the Affidavit of Debt and Authority to Testify submitted by Plaintiff at the hearing in this matter in support thereof.

STATEMENT OF FACTS

Heretofore, on April 26, 1983, Defendant Patricia A. White a/k/a Patricia Ann White ("Defendant White") executed a Promissory Note ("Note") in favor of Plaintiff in the principal sum of \$39,500.00 promising to repay same upon the terms and conditions set forth in therein. Contemporaneously therewith, Defendant White executed a Subsidy Repayment Agreement Plaintiff's favor in which she agreed repay a subsidy she received as part of the loan transaction represented by the Note and Mortgage as issue. Simultaneously therewith, in order to secure the

Note, Defendant White executed a Mortgage recorded April 26, 1983 in the Office of the ROD for Horry County in Book 827 at Page 761 (“Mortgage”).

Both the Note and Mortgage contain terms of repayment of the principal amount and both provide the amount owed would accrue interest at the rate of 10.75% per annum, with the Mortgage expressly stating all amounts due thereunder would be paid no later than April 26, 2016. The Note and Mortgage contain no limitation when interest would stop accruing outside of repayment in full.

The Mortgage also provides Defendant White agreed to pay all advances made under the Mortgage, keep the property encumbered thereby maintained in good repair, to pay taxes and insurance, and that the Plaintiff could inspect the Property to ascertain whether the terms of the Mortgage were complied with. In the event of default, the Mortgage provides Plaintiff has the right to declare the entire indebtedness then due and owing, take possession of the Property, make advances for the reasonable care and maintenance of same, and foreclose the Mortgage.

Defendant White failed to make her payments on and after March 26, 2008 pursuant to the terms of the Note, Subsidy and Mortgage, and, as a result, Plaintiff initiated a foreclosure action against Defendant White on May 19, 2009 in the Court of Common Pleas for Horry County bearing Civil Action No. 2009-CP-26-05057 which resulted in the entrance of a Master’s Order and Judgment for Foreclosure and Sale filed October 29, 2009 (“2009 Judgment”) following a final hearing. Thereafter, Defendant White availed herself of the administrative process for contesting the acceleration of the Note pursuant to 7 CFR 3550.4 resulting in a delay of enforcement of the 2009 Judgment subject to the Mortgage¹. The Plaintiff, through no fault of its own, encountered additional delays in bringing this matter due from a lack of congressional budgetary funding during

¹ Based on information received from Plaintiff post hearing at the Court’s request.

which the Note and Mortgage matured on April 26, 2016. The onset of the global health crisis precipitated by the onset of the COVID19 pandemic and emergency moratoriums on foreclosures imposed by the Coronavirus, Aid, Relief and Economic Security Act (“CARES”) issued on March 27, 2020 further delayed Plaintiff.²

After the moratorium ended and within the statutory time for enforcement of its rights under the Mortgage, Plaintiff commenced this action against Defendant White and Defendant Family Services, Inc. (“Family Services”) by the filing of a Lis Pendens, Summons and Complaint in the Office of the Clerk of Court for Horry County on January 12, 2021 and subsequently amended on July 13, 2021 (“2021 Foreclosure”). Defendant White and Defendant Family Services, Inc. were properly served as identified on the Affidavits of Service. Defendant Family Services, Inc. failed to file an answer and is in default. Plaintiff moved to appoint Thomas Kilpatrick, Esquire as Defendant White’s Guardian *ad Litem* based on information it received relating to her alleged incapacity. Plaintiff’s motion was granted and Mr. Kilpatrick was appointed as Defendant White’s Guardian *ad Litem* on June 15, 2022. An Answer on behalf of Defendant White was filed February 16, 2023. The Answer was a general denial of Plaintiff’s allegations and/or indicated a lack of information to form a belief to admit or deny the allegations of the Complaint, as amended.

The 2021 Foreclosure was thereafter referred to the Honorable Alan D. Clemmons, as Master in Equity for Horry County, by Order of Reference filed September 16, 2022 and a final foreclosure hearing was held May 16, 2023. At the hearing, Plaintiff submitted an Affidavit of Debt and Authority to Testify (“Affidavit of Debt”), attaching thereto a payoff statement, breakdown of fees assessed, including expenses related to property preservation and/or caretaking,

² Based on information received from Plaintiff post hearing at the Court’s request.

property taxes, and insurance, and the Mortgage Contracting Services, LLC's³ summary of invoices as evidence of its calculations of the outstanding debt due and owing under the Note, Subsidy and Mortgage. The evidence was not contested by Defendant White, her Guardian *ad Litem* or any other party herein. However, the Judgment of Foreclosure and Order for Sale filed June 2, 2023, despite finding Plaintiff had proved its debt, limited the Plaintiff's interest recovery to two years from the date of default and reduced its property maintenance and other preservation costs by fifty percent (50%) based upon a finding Plaintiff sat upon its rights to commence and finalize its foreclosure action as per equitable principals including, but not limited to estoppel by laches.

ARGUMENT

I. Defendant White failed to raise any affirmative defenses in her Answer or at the final foreclosure hearing, and the same have been waived.

Initially, the finding in the Judgment of Foreclosure and Order for Sale filed June 2, 2023, used a balancing test arising from the equitable rights of the parties, including but not limited to, estoppel by laches to limit Plaintiff's recovery of interest to two years from the date of default and reduce the property maintenance and other property preservation costs by fifty percent (50%) of amounts indicated in the Affidavit of Debt and Authority to Testify was in error. Defendant White failed to raise any affirmative defenses in her Answer or at the final foreclosure hearing, and same have been waived.

Pursuant to Rule 8(c), SCRCP, "In pleading to a preceding pleading, a party shall set forth affirmatively the defenses: accord and satisfaction, arbitration and award, assumption of risk, condonation, contributory negligence, discharge in bankruptcy.....laches....waiver, and any other

³ Mortgage Contracting Services, LLC is the vendor with whom Plaintiff has engaged and/or contracted to perform property preservation and/or caretaking services related to the property subject of the Mortgage.

matter constituting an avoidance or affirmative defense.” Rule 8(c), SCRCF. Laches is an affirmative defense and must be pled. *Emery v. Smith*, 361 S.C. 207, 603 S.E. 2d 598. Estoppel must be pleaded as a defense and cannot be bootstrapped on another claim. *Wright v. Craft*, 372 S.C. 1, 640 S.E. 2d 486. This is consistent with the idea that “An affirmative defense is waived if not pled.” *RIM Associates v. Blackwell*, 359 S.C. 170, 597 S.E. 2d 152. Also, it is well settled that ordinarily a party may not receive relief not contemplated in his or her pleadings. *Heins v. Heins*, 344 S.C. 146, 152, 543 S.E.2d 224, 227 (Ct.App.2001).

Since an action to foreclose a mortgage is in equity... the equitable defenses of laches, waiver and estoppel may be raised against the mortgagee. *Rakestraw v. Dozier Assocs., Inc.*, 285 S.C. 358, 360, 329 S.E.2d 437, 438 (1985). Laches is an affirmative defense that must be pleaded. Rule 8(c), SCRCF. The failure to plead an affirmative defense is deemed a waiver of the right to assert it. *Collins Entertainment, Inc. v. White*, 363 S.C. 546, 563, 611 S.E.2d 262, 270 (Ct.App.2005). When a defendant asserts an affirmative defense, he becomes the actor in the suit as to that matter; therefore, he has the burden of proving it by a preponderance of the evidence. *Cole v. S.C. Electric and Gas*, 355 S.C. 183, 195, 584 S.E.2d 405, 412 (Ct. App. 2003).

Here, neither Defendant White nor any other party asserted an affirmative or other defense to the foreclosure of Plaintiff’s Mortgage in any pleadings pursuant to Rule 8(c), SCRCF or at the final foreclosure hearing and same have been waived as a result. In direct contrast, Defendant White through her court appointed Guardian *ad Litem* indicated there were no defenses to Plaintiff’s foreclosure action. Accordingly, the Court’s *sua sponte* relief pursuant the affirmative defense of estoppel by laches on behalf of Defendant White, despite same having been waived as a result of not having been plead, raised, or presented at the final hearing is error and the Court should alter or amend the judgment so the debt set forth therein is consistent with the evidence presented at the hearing.

II. The Plaintiff is entitled to an amendment of the Judgment of Foreclosure and Order of Sale to include all contractual interest and reimbursable expenses owed under the Note, Subsidy and Mortgage.

Even if the affirmative defenses of estoppel by laches had been properly raised in Defendant White's pleadings and at the hearing, Plaintiff is entitled to an amendment of the Judgment of Foreclosure and Order of Sale to include all outstanding interest and reimbursable expenses due and owing on the Note and Mortgage pursuant to the contractual terms therein and the Court's finding otherwise alters the terms of the Note, Subsidy, and Mortgage at issue.

Pursuant to 71(a), SCRPC,

In foreclosure actions the judge or master shall compute the amounts due the plaintiff and any other claimants, which amounts when determined shall be the total debt due to each. The total debt shall at a minimum set forth clearly the principal due upon default, the rate of interest and interest from date of default to hearing date, any other relevant interest charged, any amounts due or to be credited on escrow items, the taxable costs of collection prior to hearing, and the amount of allowable attorneys fees due and anticipated through conclusion of the action. Also included shall be the rate of interest to accrue until the date of the judgment and the post judgment interest rate. Rule 71(a), SCRPC.

The debt owed is determined by looking at the facts and evidence presented. See Rule 71(a), SCRPC. As this matter involves foreclosure, the amounts owed are fixed as a liquidated sum pursuant to the terms of the Note, Subsidy and Mortgage.

As the Note, Subsidy, and Mortgage in this matter are contracts, the Court must enforce their terms based on the intent of the parties based on the terms thereof unless an ambiguity exists. *S.C. Dept. of Transp. v. M & T Enters. of Mt. Pleasant, LLC*, 379 S.C. 645, 655, 667 S.E.2d 7, 13 (Ct.App.2008). Neither Plaintiff nor Defendant White have made the Mortgage terms or their meaning an issue in this matter meaning the Court is left to determine they are unambiguous and only capable of one meaning. As a result, the court must enforce an unambiguous contract according to its terms regardless of its wisdom or folly, apparent unreasonableness, or the parties' failure to guard their rights carefully." *Id.* As noted above, the Note is a written instrument, and

in computing the amount due thereon in principal and interest the computation must be made in accordance with the terms of said note. *Wilmington Sav. Fund Soc'y v. Furmanchik*, No. 2015-UP-353, 2015 WL 4275455 (S.C. Ct. App. July 15, 2015) (citing *Rhodus v. Goins*, 129 S.C. 40, 41, 123 S.E. 645, 645-46 (1924)).

In doing so, and in making its findings of facts, the Court must determine whether Plaintiff met its burden of proof by the preponderance of evidence, simply meaning that the evidence presented by the Plaintiff as compared with that opposed to it, has more convincing force and is more than likely true than not true. *Frazier v. Frazier*, 228 S.C. 149, 89 S.E. 2d 225 (1955). Once the debt and default had been established, the mortgagor has the burden of establishing a defense to foreclosure such as lack of consideration, payment, or accord and satisfaction *U.S. Bank Trust Nat'l Ass'n v. Bell*, 385 S.C. 364, 375, 684 S.E.2d 199, 375 (Ct. App. 2009).

In this matter the Note provides Defendant White “promised to pay the principal sum of \$39,500.00 plus interest on the unpaid principal of 10.75% per annum with a final payment due in thirty-three (33) years.” The Mortgage executed simultaneously with the Note provides Defendant White covenanted and agreed “the Government may at any time pay any other amounts as required herein to be paid by Borrower and not paid by Borrower when due, as well as any costs and expenses for the preservation, protection or enforcement of this lien, as advances for the account of Borrower. All such advances shall bear interest at the rate born by the note which has the highest interest rate (Mortgage, ¶4). Defendant White did not object to, dispute, or contest any terms of the Note, Subsidy, and Mortgage and, accordingly, as noted above, they are unambiguous contracts and must be enforced pursuant to their contractual terms.

This means the terms of the repayment are clear and unambiguous on their face and capable of only one interpretation being that Defendant White promised to pay interest at the rate of 10.75% and to repay advances expended by the Government attributable to the preservation and

maintenance of the Property. To create a cutoff date regarding the collection of interest and property preservation fees by a specific time period is to arbitrarily insert a term in the Note and Mortgage effectively re-writing same which neither Plaintiff nor Defendant White intended. At a minimum, there was no evidence of a contrary intent presented in the pleadings or at the hearing. Accordingly, this is an action the Court cannot take, especially with regard to the calculation of interest which can be computed by calculation and constitute liquid damages.

Furthermore, and regarding the burden of proof, the Plaintiff presented in support of and as evidence of its calculation of the debt owed, an Affidavit of Debt and Authority to Testify which calculated the interest from March 26, 2008 through the date of the final hearing and attaching thereto a payoff statement, fee breakdown, a Mortgage Contracting Services, LLC summary of invoices. Defendant White did not dispute the default, or object to the calculation of interest, the interest terms, the preservation costs or dispute the total amount of debt secured by the Mortgage. Rather, the Guardian *ad Litem* on behalf of Defendant White informed the Court, Defendant White did not have any defenses to the foreclosure action.

Plaintiff established the debt and default by an Affidavit without opposition by Defendant White or any other defendant and is entitled to an order amending the Judgment of Foreclosure and Order for Sale to include all of the outstanding interest and reimbursable expenses due and owing on the Note, Subsidy and Mortgage pursuant to the contractual terms therein.

The Court incorrectly shifted the burden to Plaintiff to establish why the affirmative defense of estoppel by laches should not be asserted rather than requiring it be pled, asserted and/or proven by Defendant White.

Accordingly, the Plaintiff is entitled to an Order amending the Judgment of Foreclosure and Order for Sale omitting any findings of fact or conclusions of law relating to the affirmative defense of estoppel by laches as same has been waived.

CONCLUSION

For the forgoing reasons, the Court should grant Plaintiff's Motion to Reconsider, Alter or Amend to amend the Judgment of Foreclosure and Order of Sale to conform same to the outstanding balance due and owing on the Note, Subsidy and Mortgage, including all of the interest due and owing therein together with all of Plaintiff's advanced property preservation costs.

Respectfully Submitted,

HARRELL, MARTIN & PEACE, P.A.

/s/ Jamie Anna Weller, Esq.

Taylor A. Peace, Esq., S.C. Bar # 100206

Jamie Anna Weller, S.C. Bar #105548

135 Columbia Avenue (Physical Address)

P.O. Box 1000 (Mailing Address)

Chapin, South Carolina 29036

(803) 345-3353

tpeace@hmp-law.com

jweller@hmp-law.com

Attorneys for Plaintiff

June 30, 2023
Chapin, South Carolina

30. WEBEX VIDEO FILE

<https://1drv.ms/f/s!AlykJDike26svCH70vkIDF0F1RG9?e=I1U1aQ>

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25

Re: USDA v. Ingram and USDA v. White

AUDIO TRANSCRIPTION OF
HEARING BEFORE JUDGE ALAN CLEMMONS

1 JUDGE CLEMMONS:

2 ... case are you appearing on, Mr. Kilpatrick?

3 MR. KILPATRICK:

4 I actually will need both of them. There's the
5 one against the Estate of Ginger S. Smith. I think was
6 an owner of the property. And then I'm also the
7 guardian ad litem for Patricia White who is one of the
8 defendants, and has a mental illness, and because of
9 that I was appointed as her guardian ad litem.

10 JUDGE CLEMMONS:

11 Very good. Thank you. Let's take the White case
12 first.

13 MR. KILPATRICK:

14 Thank you, Your Honor.

15 JUDGE CLEMMONS:

16 Let me introduce the case for the recording. This
17 is United States of America acting through the Rural
18 Housing Service or successor agency, United States
19 Department of Agriculture versus Patricia A. White,
20 a.k.a. Patricia Ann White and Family Services, Inc.
21 Civil action number 2021-CP-26-144. Ms. Weller, you
22 may proceed when you're ready.

23 MS. WELLER:

24 Yes, Your Honor. We have pre-filed the exhibits
25 associated with this foreclosure action. We would note

lis pendens was filed with the clerk of court's office on October 28, and amended lis pendens on January 12. And the second amended lis pendens on July 13 of 2021. We also have the notice of right to foreclosure intervention which was filed January 12 of 2021, and the amended notice of right to foreclosure intervention on July 13, 2021. This summons and complaint which was filed January 12, and the amended summons and complaint filed July 13 of 2021. We also have the filing of the certificate of compliance with the Coronavirus Aid Relief and Economic Security Act which was filed on January 12, 2021. The affidavit on file indicating that Patricia White was served on August 26 with a certificate of service on file indicating Family Services, Inc. was served on July 14, and then the notice of dismissal as to the personal representative of the Estate of Patricia White which was filed on August 3 of 2021, and the motion to appoint the guardian, Thomas Kilpatrick, on June 15, and then the affidavit of non-military service filed on September 16, 2022, and then the affidavit of default indicating Family Services, Inc. was in default, and then the order of reference referring this matter to you, Your Honor. And then the answer of Mr. Kilpatrick on February 16 of 2023. We sent the notice of hearing out

1 on February 16, 2023, and then the amended notice of
2 hearing on April 17 of 2023.

3 Your Honor, we have pre-filed the note, the
4 mortgage, the subsidy agreement, and the authority to
5 testify on behalf of the plaintiffs prior to this
6 hearing. The principal balance of the note and
7 mortgage at the present time is \$52,304.02. The
8 interest is computed at the rate of 10.75 percent. It
9 is due from March 26, 2008, through May 16, 2023. The
10 total interest accruing \$85,171.95 plus late charges in
11 the amount of \$3,014.85, plus the subsidy which was
12 granted in the amount of \$37,328.38. The fees assess
13 in the amount of \$42,560.51. That includes advance
14 escrows in the amount of \$9,061.57. Here taking fees
15 in the sum of \$28,869.84, and the previous foreclosure
16 fees and costs in the sum of \$2,030. The appraisal fee
17 in the sum of \$650, and the attorney fees and costs
18 paid prior to today in the amount of \$1,949.10 plus the
19 interest on fees in the amount of \$17,448.25. And they
20 have a credit computed here on the plaintiff's -- or
21 the defendant's account in the amount of \$417.17.

22 We would also ask for, in addition to that, the
23 unpaid cost of the action at the present time in the
24 amount of \$125, and then the affidavit of attorney's
25 fees was filed in this. We would ask that the Court

1 award \$1,750 of which \$875 has already been paid. And
2 the total amount for this debt would be \$238,410.79
3 which accrues interest at 10.7 -- (audio disruption)
4 percent with a per diem of \$70.21. The Family Services
5 is in default, Your Honor, and their interest is junior
6 and subordinate, and we would ask for foreclosure and
7 that this matter be sold at public auction.

8 It's my understanding we originally had our notice
9 of sale scheduled for June, but -- I'm sorry, we
10 originally had it scheduled for July 3, but it's my
11 understanding that Mr. Kilpatrick (inaudible) an
12 extension until August, and we would be agreeable to
13 that.

14 JUDGE CLEMMONS:

15 Thank you very much. Ms. Weller, what is the date
16 of default in this case?

17 MS. WELLER:

18 It is 2008, Your Honor.

19 JUDGE CLEMMONS:

20 Why 2008 and we're in -- this case was filed when?

21 MS. WELLER:

22 It was filed this year.

23 JUDGE CLEMMONS:

24 Why 20 year's wait before filing an action in this
25 case?

1 MS. WELLER:

2 (Inaudible) the USDA, Your Honor. It's my
3 understanding that Ms. White was undergoing some
4 medical or had some medical complications, and I think
5 that that may have contributed to the number of years
6 they allowed this to go delinquent. And we can
7 certainly ask the USDA for information on why it took
8 this long.

9 JUDGE CLEMMONS:

10 I think that might be helpful. Generally my rule
11 of thumb is if there's more than two years from the
12 date of default to the filing of an action, I generally
13 disallow interest outside of that two-year period. And
14 I'm looking at fees that have accrued over this period
15 of years that almost add up to the total amount of the
16 debt, and that causes me (audio disruption). So, yes,
17 any justification that you can provide would be very
18 helpful. And, Mr. Kilpatrick, the Court would be
19 pleased to hear from you, sir.

20 MR. KILPATRICK:

21 Well, thank you, Your Honor. As Your Honor
22 mentioned, I was appointed as the guardian ad litem for
23 Ms. White. She suffers from mental illness and is
24 actually -- I talked to her shortly before the last
25 hearing and asked for a continuance, which Your Honor

1 granted. And (audio disruption) this hearing to the
2 best address I have and talked to her on the phone
3 about this hearing, and she has a helper named Ms.
4 Bellamie (ph) who kind of helps manage her business a
5 little bit. And I contacted Ms. Bellamie yesterday and
6 she actually said Ms. White is in a mental institution
7 in Georgia until the 15th, which I guess was yesterday.
8 So, I haven't been able to talk to her since probably
9 shortly after the last hearing. She's been diagnosed
10 with mental illness. She -- but I mean I'm not sure
11 what it is. She's very intelligent. And so she -- I
12 can't really testify on her behalf, I guess, but I mean
13 she fully admits signing the documents, would like to
14 keep the house. She doesn't live there currently. She
15 doesn't have any kind of occupation or job, and so
16 would I think if there were any kind of loan
17 modification I don't know that she would be able to
18 meet that. And so --

19 JUDGE CLEMMONS:

20 I'm sorry, I don't -- did you say that she would
21 not be able to meet that?

22 MR. KILPATRICK:

23 Yes, Your Honor. I mean based on my talks with
24 her financial -- she's unemployed and has a history of
25 mental illness and she doesn't really have income. And

1 so any kind of -- I mean, she would like to fix up the
2 house and stay in the house, but I don't think -- if
3 she were given the loan modification, I don't think she
4 would be able to pay it, based on what she told me.
5 But, I mean, that's -- I guess that's hearsay, so,
6 anyway. Yeah, I wish she was here today but she
7 couldn't be.

8 JUDGE CLEMMONS:

9 That's okay. I don't hear an objection.

10 MR. KILPATRICK:

11 So, in an ideal world, she would love to keep the
12 house, but practically I don't think she has the means
13 to do (audio disruption) --

14 JUDGE CLEMMONS:

15 Very good, Mr. Kilpatrick. Bottom line, your
16 position with regard to the foreclosure and sale of the
17 property?

18 MR. KILPATRICK:

19 She admits to borrowing the money. She admits
20 that she owes the money. And I think (inaudible) in
21 Your Honor's point about the interest, you know, being
22 charged since 2008, so. But, to my knowledge she
23 doesn't have any defenses to the action at all, and so
24 -- or the money to pay off the mortgage. So,
25 unfortunately, I think the foreclosure would need to go

1 forward.

2 JUDGE CLEMMONS:

3 Very good. Thank you, Mr. Kilpatrick. I
4 appreciate it. Bear with me just one moment, please.
5 Ms. Weller, was there a prior foreclosure action in
6 here? I see a reference in the proposed order to prior
7 foreclosure costs.

8 MS. WELLER:

9 Yes, Your Honor, that was included. It's my
10 understanding there was a prior foreclosure action. I
11 do not believe that we handled -- it looks like this
12 current case was brought in 2021. I don't have any
13 record of us having handled a prior foreclosure action,
14 but that doesn't mean we didn't. I can also look that
15 up.

16 JUDGE CLEMMONS:

17 You can look up if -- I'm approving attorney's
18 fees. Of course I'll need an attorney's fee affidavit,
19 and I have reviewed your attorney's fee affidavit. I
20 find your attorney fees to be reasonable. But as to
21 the prior foreclosure action, can you see if there is
22 an affidavit with regard to those fees?

23 MS. WELLER:

24 Yes, Your Honor.

25 JUDGE CLEMMONS:

1 Very good. I'm going to defer a ruling in this
2 case until Ms. Weller has had an opportunity to provide
3 the Court with the outstanding information that we've
4 discussed.

5 MS. WELLER:

6 Thank you, Your Honor.

7 JUDGE CLEMMONS:

8 Thank you. Anything further, Ms. Weller, on this
9 case?

10 MS. WELLER:

11 No, Your Honor.

12 JUDGE CLEMMONS:

13 Thank you. Mr. Kilpatrick, anything further, sir?

14 MR. KILPATRICK:

15 No, Your Honor. I have nothing further.

16 JUDGE CLEMMONS:

17 Very good. This matter is continued at the
18 discretion of the Court.

19 All right. Mr. Kilpatrick, you say you're here
20 also on the Smith case; is that correct?

21 MR. KILPATRICK:

22 Yes, Your Honor.

23 JUDGE CLEMMONS:

24 United States of America acting through the Rural
25 Housing Service or successor agency, United States

1 Department of Agriculture versus Ginger S. Smith as
2 personal representative of the Estate of Yvonne Curtis
3 Ingram and others. Civil action number 2021-CP-26-252.
4 Ms. Weller?

5 MS. WELLER:

6 Yes, Your Honor, if it pleases the Court. We pre-
7 filed the exhibits associated with the record of
8 hearing. The lis -- we would also ask the Court to
9 take notice of the lis pendens on October 28 of 2020,
10 and the amended lis pendens which was filed January 14
11 of 2021, and the second amended lis pendens filed
12 November 8 of 2020. The summons and complaint which
13 was filed January 14 of 2021, and then the amended
14 summons and complaint filed November 8 of 2022. The
15 certificate of compliance with the Coronavirus Aid
16 Relief and Economic Security Act which was filed
17 January 14 of 2021, and the amended certificate filed
18 March 21 of 2022. The affidavit of publication
19 (inaudible) indicating defendant Charles Ingram was
20 served on January 3, 2021. The affidavit of service on
21 file indicating defendant Ginger S. Smith as the
22 personal representative of the Estate of Yvonne Curtis
23 Ingram was served on January 25, and the affidavit of
24 service on file indicating Defendant Chadwick Benjamin
25 Ingram was served February 2, 2021. The affidavit of

1 default indicated the defendants are in default which
2 is filed February 10, 2021, and the affidavit of non-
3 military service filed February 10 of 2022. The order
4 of reference filed February 16 of 2022 referring the
5 matter to Your Honor, and the motion to appoint the
6 guardian ad litem, Thomas Kilpatrick, filed January 30
7 of 2023, and then the notice of hearing was sent to the
8 defendants dated April 17 of 2023. Prior to the
9 hearing we did file the note, the mortgage, the subsidy
10 agreement. We also filed documents relating to the
11 Estate of Yvonne Curtis Ingram, and we also filed
12 information regarding the Estate of William T. Ingram
13 in the affidavit of debt in authority to (inaudible) on
14 behalf of the plaintiff. The note in this matter has a
15 principal balance as of today in the amount of
16 \$28,296.23. The interest is computed at the rate of 8
17 percent with interest due from September 2 of 2016
18 through May 16 of 2023 in the sum of \$15,169.88, plus
19 the subsidy that was granted in the amount of
20 \$48,606.35, plus fees assessed in the amount of
21 \$28,778.91. That includes advance escrows in the
22 amount of \$8,894.24, caretaking fees in the sum of
23 \$19,209.67, and then appraisal fees in the sum of \$675,
24 and interest on fees in the amount of \$6,302.89. In
25 view of the size of the mortgage debt, we would ask for

1 attorneys' fees in the amount of \$1,750. Prior to
2 today the plaintiff did incur costs in the sum of
3 \$3,508.28, which we would ask the Court to approve for
4 a total debt of \$132,412.54.

5 We would ask, Your Honor, that we take property to
6 foreclosure sale on July 3 of 2023, and that the Court
7 enter judgment in favor of the plaintiff for
8 foreclosure and order of sale.

9 JUDGE CLEMMONS:

10 Ms. McAllister, I'm looking for the affidavit of
11 debt and the subsidy agreement and don't see those in
12 the documents I have before me. Could you provide me
13 with those, please?

14 MS. MCALLISTER:

15 Sure, yes, sir. I sure will.

16 JUDGE CLEMMONS:

17 And while we're looking for those, Mr. Kilpatrick,
18 the Court would be pleased to hear from you.

19 MR. KILPATRICK:

20 Thank you, Your Honor. When I was appointed by
21 Your Honor as the guardian ad litem for John Doe and
22 Richard (inaudible) disability or in the military or
23 also has any unknown heirs or persons with interest in
24 the property, the property was originally -- it's gone
25 through several estates, and I think I'm not sure that

1 my appointment was 100 percent necessary since they
2 were settled estates. But out of an abundance of
3 caution, I think that the Court and the plaintiff
4 wanted to appoint me just to make sure there are no
5 other heirs out there who didn't assert a claim against
6 at the estate at the time the (inaudible) open. On
7 February 27 I wrote a letter basically to the property
8 address and to the other defendants just informing
9 them, you know, that I've been appointed and asking
10 them for any information they might have or if they
11 know of any other relatives or any wills or other
12 personal representatives or kind of any -- anybody in
13 the military, kind of typical things, and today I have
14 heard no responses. So I know of no other people who
15 could be parties (audio disruption) and I don't really
16 see any defenses to this action.

17 JUDGE CLEMMONS:

18 Thank you, Mr. Kilpatrick. Ms. Weller, what is
19 the date of default in this case?

20 MS. WELLER:

21 The date of default is -- let me get back to that
22 spot. I have it as September 2 of 2016.

23 JUDGE CLEMMONS:

24 And the action was filed when?

25 MS. WELLER:

1 The action was originally filed, Your Honor, on
2 January 14 of 2021.

3 JUDGE CLEMMONS:

4 And does your file reveal why the five-year lag
5 between default and filing the action?

6 MS. WELLER:

7 No, Your Honor. We have a bunch of files that we
8 got at the same time all with the approximate same date
9 of default. I can follow up with the USDA. I know
10 that a portion of it was a result -- or a portion of
11 the delay was the result of the Coronavirus, and it's
12 also my understanding with respect to these cases that
13 they're based on the annual budget allocated to the
14 USDA for foreclosures. So they are only allowed to do
15 a certain number of foreclosures with the budget they
16 currently have.

17 JUDGE CLEMMONS:

18 Okay. If you would kindly look into all the
19 reasons that led to the delay in the filing of this
20 action, and provide that information to Ms. McAllister.

21 MS. WELLER:

22 Yes, Your Honor.

23 JUDGE CLEMMONS:

24 I --

25 MS. MCALLISTER:

1 Would you just -- oh, I'm sorry.

2 JUDGE CLEMMONS:

3 Go ahead, Ms. McAllister.

4 MS. MCALLISTER:

5 I was just letting you know I just emailed you all
6 the exhibits. You should -- I think there's like 45
7 pages. So you should have the affidavit of debt in
8 that one, in that attachment.

9 JUDGE CLEMMONS:

10 Very good. Bear with me just a moment, please.

11 MR. KILPATRICK:

12 Your Honor, have you finally gotten all of the
13 water damage out of the courthouse? Seems like one
14 time I was there they had a lot of flooding or
15 something.

16 JUDGE CLEMMONS:

17 Yeah, I think we are pretty much past that.

18 MR. KILPATRICK:

19 That's good.

20 JUDGE CLEMMONS:

21 Ms. Weller, can you speak to the subsidy granted
22 for \$48,606.35? Summarize what that constitutes if you
23 would, please.

24 MS. WELLER:

25 Subsidy is essentially deferred principal in

1 interest. When the USDA grants a loan, it's to low-
2 income families for this direct loan program. The
3 subsidy agreement allows them to reduce the payments of
4 principal interest based on income. So that subsidy
5 that was granted, that would be the outstanding
6 principle and interest had they charged the original
7 rate of interest. The subsidy is due at the time of
8 sale or foreclosure, and it's my understanding it can
9 be reduced based on the value of the property. So they
10 can get, if they pay it off early, they get a credit
11 with respect to the subsidy, and then it's a portion of
12 what the appraised value of the property is. They
13 don't get that credit in the foreclosure. However, all
14 of the subsidy that was granted is due and owing at the
15 time that the property is foreclosed on.

16 JUDGE CLEMMONS:

17 Very good. Thank you. I appreciate that
18 explanation. I'm looking at the exhibits that you have
19 filed, and I am somehow overlooking the affidavit of
20 debt. Which exhibit letter would that be, Ms. Weller?

21 MS. WELLER:

22 It should be the last exhibit, Your Honor. So it
23 is Exhibit -- Exhibit F. And attached to that
24 affidavit is also going to be the charges that the USDA
25 has for those caretaking fees.

1 JUDGE CLEMMONS:

2 Okay. I have it. It's in front of me. Very
3 good. I'm going to take this one under advisement, as
4 well, to give you an opportunity to determine the exact
5 causes of the delay in filing this action. Always
6 concerns the Court when a plaintiff, particularly a
7 lender, sits on their rights for an extended period of
8 time, during which interest continues to accrue to the
9 account of the mortgagor, particularly considering the
10 fact that at the end of the day, any surplus funds are
11 the property of that mortgagor. An unnecessary delay
12 impacts those surplus funds. So to that extent it's
13 important to this Court to understand why significant
14 delays occur when a plaintiff fails to take expedient
15 action to pursue their rights. So if you would provide
16 me with that information on both of these cases, that
17 would be very helpful to me --

18 MS. WELLER:

19 Yes, sir.

20 JUDGE CLEMMONS:

21 -- in making a determination, Ms. Weller. So this
22 matter is continued, as well. Mr. Kilpatrick, I -- Ms.
23 Weller, I think we have one more case, the (inaudible)
24 case; is that correct? Is that your case?

25 MS. WELLER:

1 The only two -- I only have these two cases, Your
2 Honor. I'm not aware of any other.

3 JUDGE CLEMMONS:

4 I'm sorry. That's my 11:00 hearing. Please
5 forgive me. Thank you so much. It was good to see you
6 both today. We appreciate your attendance.

7 MR. KILPATRICK:

8 Thank you.

9 MS. WELLER:

10 Thank you, Your Honor.

11 (END OF AUDIO)

12

13

14

15

16

17

18

19

20

21

22

23

24

25

C E R T I F I C A T E

I, the undersigned, Katherine Crowe, CVR-M, Notary Public in and for the State of South Carolina, do hereby certify that the foregoing transcript was prepared by me at my hand;

That I was not present at said proceeding; That the within statements are an accurate transcription of the audio file, transcribed to the best of my ability;

I further certify that I am neither counsel nor solicitor to any of the parties in said action, nor interested in the event of the cause.

In witness whereof, I have hereunto set my hand and seal this date: October 20, 2023

Katherine Crowe, CVR-M
Notary Public for South Carolina
My Commission Expires: 9/29/25

WORD INDEX

< \$ >	2 11:25 12:17 14:22	accurate 20:8	appoint 3:18 12:5 14:4
\$1,750 5:1 13:1	20 5:24 20:14	Act 3:11 11:16	appointed 2:9 6:22 13:20 14:9
\$1,949.10 4:18	2008 4:9 5:18, 20 8:22	acting 2:17 10:24	appointment 14:1
\$125 4:24	2016 12:17 14:22	action 2:21, 25 4:23 5:24 6:12	appraisal 4:16 12:23
\$132,412.54 13:4	2020 11:9, 12	8:23 9:5, 10, 13, 21 11:3 14:16, 24	appraised 17:12
\$15,169.88 12:18	2021 3:3, 5, 7, 9, 12, 18 9:12 11:11, 13, 17, 20, 25 12:2 15:2	15:1, 5, 20 18:5, 15 20:11	appreciate 9:4 17:17 19:6
\$17,448.25 4:19	2021-CP-26-144 2:21	ad 2:7, 9 6:22 12:6 13:21	approve 13:3
\$19,209.67 12:23	2021-CP-26-252 11:3	add 6:15	approving 9:17
\$2,030 4:16	2022 3:21 11:14, 18 12:3, 4	addition 4:22	approximate 15:8
\$238,410.79 5:2	2023 3:25 4:1, 2, 9 12:7, 8, 18 13:6 20:14	address 7:2 14:8	April 4:2 12:8
\$28,296.23 12:16	21 11:18	admits 7:13 8:19	asked 6:25
\$28,778.91 12:21	25 11:23	advance 4:13 12:21	asking 14:9
\$28,869.84 4:15	26 3:13 4:9	advisement 18:3	assert 14:5
\$3,014.85 4:11	27 14:7	affidavit 3:12, 20, 21 4:24 9:18, 19, 22 11:18, 20, 23, 25 12:2, 13 13:10	assess 4:12
\$3,508.28 13:3	28 3:2 11:9	16:7 17:19, 24	assessed 12:20
\$37,328.38 4:12	< 3 >	agency 2:18 10:25	associated 2:25 11:7
\$417.17 4:21	3 3:18 5:10 11:20 13:6	agreeable 5:12	attached 17:23
\$42,560.51 4:13	30 12:6	agreement 4:4 12:10 13:11 17:3	attachment 16:8
\$48,606.35 12:20 16:22	< 4 >	Agriculture 2:19 11:1	attendance 19:6
\$52,304.02 4:7	45 16:6	ahead 16:3	attorney 4:17 9:20
\$6,302.89 12:24	< 8 >	Aid 3:10 11:15	attorneys 13:1
\$650 4:17	8 11:12, 14 12:16	Aid 3:10 11:15	attorney's 4:24 9:17, 18, 19
\$675 12:23	< 9 >	ALAN 1:10	auction 5:7
\$70.21 5:4	9/29/25 20:19	allocated 15:13	AUDIO 1:9 5:3 6:16 7:1 8:13 14:15 19:11 20:9
\$8,894.24 12:22	< A >	allowed 6:6 15:14	August 3:13, 18 5:12
\$85,171.95 4:10	a.k.a 2:20	allows 17:3	authority 4:4 12:13
\$875 5:1	ability 20:9	amended 3:2, 3, 6, 8 4:1 11:10, 11, 13, 17	award 5:1
\$9,061.57 4:14	able 7:8, 17, 21 8:4	America 2:17 10:24	aware 19:2
< 1 >	abundance 14:2	amount 4:11, 12, 13, 14, 18, 19, 21, 24 5:2 6:15 12:15, 19, 20, 22, 24 13:1	< B >
10 12:2, 3	account 4:21 18:9	Ann 2:20	back 14:21
10.7 5:3	accrue 18:8	annual 15:13	balance 4:6 12:15
10.75 4:8	accrued 6:14	answer 3:24	based 7:23 8:4 15:13 17:4, 9
100 14:1	accrues 5:3	anybody 14:12	basically 14:7
11:00 19:4	accruing 4:10	anyway 8:6	Bear 9:4 16:10
12 3:2, 5, 8, 12		appearing 2:2	behalf 4:5 7:12 12:14
13 3:3, 7, 9			believe 9:11
14 3:15 11:10, 13, 17 15:2			Bellamie 7:4, 5
15 3:19			
15th 7:7			
16 3:21, 25 4:1, 9 12:4, 18			
17 4:2 12:8			
< 2 >			

Benjamin 11:24 best 7:2 20:9 bit 7:5 borrowing 8:19 Bottom 8:15 brought 9:12 budget 15:13, 15 bunch 15:7 business 7:4 < C > caretaking 12:22 17:25 Carolina 20:4, 18 case 2:2, 11, 16 5:16, 20, 25 9:12 10:2, 9, 20 14:19 18:23, 24 cases 15:12 18:16 19:1 cause 20:12 causes 6:16 18:5 caution 14:3 certain 15:15 certainly 6:7 certificate 3:10, 14 11:15, 17 certify 20:5, 10 Chadwick 11:24 charged 8:22 17:6 charges 4:10 17:24 Charles 11:19 Civil 2:21 11:3 claim 14:5 CLEMMONS 1:10 2:1, 10, 15 5:14, 19, 23 6:9 7:19 8:8, 14 9:2, 16, 25 10:7, 12, 16, 23 13:9, 16 14:17, 23 15:3, 17, 23 16:2, 9, 16, 20 17:16 18:1, 20 19:3 clerk 3:1 Commission 20:19 complaint 3:7, 8 11:12, 14 compliance 3:10 11:15 complications 6:4	computed 4:8, 20 12:16 concerns 18:6 considering 18:9 constitutes 16:22 contacted 7:5 continuance 6:25 continued 10:17 18:22 continues 18:8 contributed 6:5 Coronavirus 3:10 11:15 15:11 correct 10:20 18:24 cost 4:23 costs 4:16, 17 9:7 13:2 counsel 20:10 course 9:18 Court 4:25 6:18 10:3, 18 11:6, 8 13:3, 6, 18 14:3 18:6, 13 courthouse 16:13 court's 3:1 credit 4:20 17:10, 13 Crowe 20:3, 17 current 9:12 currently 7:14 15:16 Curtis 11:2, 22 12:11 CVR-M 20:3, 17 < D > damage 16:13 date 5:15 6:12 14:19, 21 15:8 20:14 dated 12:8 day 18:10 debt 5:2 6:16 12:13, 25 13:4, 11 16:7 17:20 default 3:21, 22 5:5, 16 6:12 12:1 14:19, 21 15:5, 9 defendant 11:19, 21, 24	defendants 2:8 12:1, 8 14:8 defendant's 4:21 defenses 8:23 14:16 defer 10:1 deferred 16:25 delay 15:11, 19 18:5, 11 delays 18:14 delinquent 6:6 Department 2:19 11:1 determination 18:21 determine 18:4 diagnosed 7:9 diem 5:4 direct 17:2 disability 13:22 disallow 6:13 discretion 10:18 discussed 10:4 dismissal 3:16 disruption 5:3 6:16 7:1 8:13 14:15 documents 7:13 12:10 13:12 Doe 13:21 due 4:9 12:17 17:7, 14 < E > early 17:10 Economic 3:11 11:16 emailed 16:5 enter 13:7 escrows 4:14 12:21 essentially 16:25 Estate 2:5 3:17 11:2, 22 12:11, 12 14:6 estates 13:25 14:2 event 20:12 exact 18:4 exhibit 17:20, 22, 23 exhibits 2:24 11:7 16:6 17:18 expedient 18:14	Expires 20:19 explanation 17:18 extended 18:7 extension 5:12 extent 18:12 < F > fact 18:10 fails 18:14 families 17:2 Family 2:20 3:14, 22 5:4 favor 13:7 February 3:25 4:1 11:25 12:2, 3, 4 14:7 fee 4:16 9:18, 19 fees 4:12, 14, 16, 17, 19, 25 6:14 9:18, 20, 22 12:20, 22, 23, 24 13:1 17:25 file 3:12, 14 11:21, 24 12:9 15:4 20:9 filed 3:1, 5, 8, 9, 11, 17, 20 4:25 5:20, 22 11:7, 10, 11, 13, 14, 16, 17 12:2, 3, 4, 6, 10, 11 14:24 15:1 17:19 files 15:7 filing 3:9 5:24 6:12 15:5, 19 18:5 finally 16:12 financial 7:24 find 9:20 first 2:12 five-year 15:4 fix 8:1 flooding 16:14 follow 15:9 foreclosed 17:15 foreclosure 2:25 3:4, 6 4:15 5:6 8:16, 25 9:5, 7, 10, 13, 21 13:6, 8 17:8, 13 foreclosures 15:14, 15 foregoing 20:5
--	---	--	---

forgive 19:5
forward 9:1
front 18:2
fully 7:13
funds 18:10, 12
further 10:8, 13, 15
 20:10

< G >

Generally 6:10, 12
Georgia 7:7
Ginger 2:5 11:1, 21
give 18:4
given 8:3
go 6:6 8:25 16:3
going 10:1 17:24
 18:3
good 2:11 8:15
 9:3 10:1, 17 16:10,
 19 17:17 18:3 19:5
gotten 16:12
granted 4:12 7:1
 12:19 16:21 17:5,
 14
grants 17:1
guardian 2:7, 9
 3:19 6:22 12:6
 13:21
guess 7:7, 12 8:5

< H >

hand 20:6, 13
handled 9:11, 13
hear 6:19 8:9
 13:18
heard 14:14
HEARING 1:10
 3:25 4:2, 6 6:25
 7:1, 3, 9 11:8 12:7,
 9 19:4
hearsay 8:5
heirs 13:23 14:5
helper 7:3
helpful 6:10, 18
 18:17
helps 7:4
hereunto 20:13
history 7:24
Honor 2:14, 24
 3:24 4:3 5:5, 18

6:2, 21, 25 7:23
 9:9, 24 10:6, 11, 15,
 22 11:6 12:5 13:5,
 20, 21 15:1, 7, 22
 16:12 17:22 19:2,
 10
Honor's 8:21
house 7:14 8:2, 12
Housing 2:18 10:25

< I >

ideal 8:11
illness 2:8 6:23
 7:10, 25
impacts 18:12
important 18:13
inaudible 5:11 6:2
 8:20 11:19 12:13
 13:22 14:6 18:23
included 9:9
includes 4:13 12:21
income 7:25 17:2, 4
incur 13:2
indicated 12:1
indicating 3:12, 14,
 21 11:19, 21, 24
information 6:7
 10:3 12:12 14:10
 15:20 18:16
informing 14:8
Ingram 1:3 11:3,
 19, 23, 25 12:11, 12
institution 7:6
intelligent 7:11
interest 4:8, 10, 19
 5:3, 5 6:13 8:21
 12:16, 17, 24 13:23
 17:1, 4, 6, 7 18:8
interested 20:12
intervention 3:5, 6
introduce 2:16

< J >

January 3:2, 5, 8,
 12 11:10, 13, 17, 20,
 23 12:6 15:2
job 7:15
John 13:21
JUDGE 1:10 2:1,
 10, 15 5:14, 19, 23

6:9 7:19 8:8, 14
 9:2, 16, 25 10:7, 12,
 16, 23 13:9, 16
 14:17, 23 15:3, 17,
 23 16:2, 9, 16, 20
 17:16 18:1, 20 19:3
judgment 13:7
July 3:3, 7, 9, 15
 5:10 13:6
June 3:19 5:9
junior 5:5
justification 6:17

< K >

Katherine 20:3, 17
keep 7:14 8:11
Kilpatrick 2:2, 3,
 13 3:19, 24 5:11
 6:18, 20 7:22 8:10,
 15, 18 9:3 10:13,
 14, 19, 21 12:6
 13:17, 19 14:18
 16:11, 18 18:22
 19:7
kind 7:4, 15, 16
 8:1 14:12, 13
kindly 15:18
know 7:17 8:21
 14:9, 11, 14 15:9
 16:5
knowledge 8:22

< L >

lag 15:4
late 4:10
led 15:19
lender 18:7
letter 14:7 17:20
letting 16:5
line 8:15
lis 3:1, 2, 3 11:8, 9,
 10, 11
litem 2:7, 9 6:22
 12:6 13:21
little 7:5
live 7:14
loan 7:16 8:3
 17:1, 2
long 6:8
look 9:14, 17 15:18

looking 6:14 13:10,
 17 17:18
looks 9:11
lot 16:14
love 8:11
low 17:1

< M >

making 18:21
manage 7:4
March 4:9 11:18
matter 3:23 5:7
 10:17 12:5, 14
 18:22
McAllister 13:10,
 14 15:20, 25 16:3, 4
mean 7:10, 12, 23
 8:1, 5 9:14
means 8:12
medical 6:4
meet 7:18, 21
mental 2:8 6:23
 7:6, 10, 25
mentioned 6:22
military 12:3
 13:22 14:13
modification 7:17
 8:3
moment 9:4 16:10
money 8:19, 20, 24
mortgage 4:4, 7
 8:24 12:9, 25
mortgagor 18:9, 11
motion 3:18 12:5

< N >

named 7:3
necessary 14:1
need 2:4 8:25 9:18
neither 20:10
non 12:2
non-military 3:20
Notary 20:3, 18
note 2:25 4:3, 6
 12:9, 14
notice 3:4, 6, 16, 25
 4:1 5:8 11:9 12:7
November 11:12, 14
number 2:21 6:5

11:3 15:15	14	recording 2:16	significant 18:13
< O >	plaintiffs 4:5	reduce 17:3	signing 7:13
objection 8:9	plaintiff's 4:20	reduced 17:9	sir 6:19 10:13
occupation 7:15	please 9:4 13:13	reference 3:23 9:6	13:15 18:19
occur 18:14	16:10, 23 19:4	12:4	sits 18:7
October 3:2 11:9	pleased 6:19 13:18	referring 3:23 12:4	size 12:25
20:14	pleases 11:6	regard 8:16 9:22	Smith 2:5 10:20
office 3:1	plus 4:10, 11, 18	regarding 12:12	11:1, 21
oh 16:1	12:18, 20	relating 12:10	sold 5:7
open 14:6	point 8:21	relatives 14:11	solicitor 20:11
opportunity 10:2	portion 15:10	Relief 3:11 11:16	sorry 5:9 7:20
18:4	17:11	representative 3:16	16:1 19:4
order 3:23 9:6	position 8:16	11:2, 22	South 20:4, 18
12:3 13:8	practically 8:12	representatives	speak 16:21
original 17:6	pre 11:6	14:12	spot 14:22
originally 5:8, 10	pre-filed 2:24 4:3	respect 15:12 17:11	State 20:4
13:24 15:1	prepared 20:6	responses 14:14	statements 20:8
outside 6:13	present 4:7, 23	result 15:10, 11	States 2:17, 18
outstanding 10:3	20:7	reveal 15:4	10:24, 25
17:5	pretty 16:17	reviewed 9:19	stay 8:2
overlooking 17:19	previous 4:15	Richard 13:22	subordinate 5:6
owes 8:20	principal 4:6	right 3:4, 6 10:19	subsidy 4:4, 11
owing 17:14	12:15 16:25 17:4	rights 18:7, 15	12:9, 19 13:11
owner 2:6	principle 17:6	rule 6:10	16:21, 25 17:3, 4, 7,
	prior 4:5, 18 9:5, 6,	ruling 10:1	11, 14
	10, 13, 21 12:8 13:1	Rural 2:17 10:24	successor 2:18
< P >	probably 7:8		10:25
pages 16:7	proceed 2:22	< S >	suffers 6:23
paid 4:18 5:1	proceeding 20:7	sale 5:9 8:16 13:6,	sum 4:15, 16, 17
particularly 18:6, 9	program 17:2	8 17:8	12:18, 22, 23 13:2
parties 14:15 20:11	property 2:6 8:17	scheduled 5:9, 10	Summarize 16:22
Patricia 2:7, 19, 20	13:5, 24 14:7 17:9,	seal 20:14	summons 3:7, 8
3:13, 17	12, 15 18:11	second 3:3 11:11	11:12, 14
pay 8:4, 24 17:10	proposed 9:6	Security 3:11 11:16	sure 7:10 13:15, 25
payments 17:3	provide 6:17 10:2	see 9:6, 21 13:11	14:4
pendens 3:1, 2, 3	13:12 15:20 18:15	14:16 19:5	surplus 18:10, 12
11:9, 10, 11	public 5:7 20:4, 18	sent 3:25 12:7	
people 14:14	publication 11:18	September 3:20	< T >
percent 4:8 5:4	pursue 18:15	12:17 14:22	take 2:11 11:9
12:17 14:1		served 3:13, 15	13:5 18:3, 14
period 6:13, 14	< R >	11:20, 23, 25	talk 7:8
18:7	rate 4:8 12:16	Service 2:18 3:14,	talked 6:24 7:2
personal 3:16 11:2,	17:7	20 10:25 11:20, 24	talks 7:23
22 14:12	ready 2:22	12:3	testify 4:5 7:12
persons 13:23	really 7:12, 25	Services 2:20 3:15,	Thank 2:11, 14
ph 7:4	14:15	22 5:4	5:15 6:21 9:3
phone 7:2	reasonable 9:20	set 20:13	10:6, 8, 13 13:20
plaintiff 12:14	reasons 15:19	settled 14:2	14:18 17:17 19:5,
13:2, 7 14:3 18:6,	record 9:13 11:7	shortly 6:24 7:9	8, 10
			things 14:13

think 2:5 6:4, 10
 7:16 8:2, 3, 12, 20,
 25 13:25 14:3
 16:6, 17 18:23
Thomas 3:19 12:6
thumb 6:11
time 4:7, 23 14:6
 15:8 16:14 17:7,
 15 18:8
today 4:18 8:6
 12:15 13:2 14:13
 19:6
told 8:4
total 4:10 5:2
 6:15 13:4
transcribed 20:9
transcript 20:5
TRANSCRIPTION
 1:9 20:8
two 6:11 19:1
two-year 6:13
typical 14:13

< U >

undergoing 6:3
undersigned 20:3
understand 18:13
understanding 5:8,
 11 6:3 9:10 15:12
 17:8
unemployed 7:24
unfortunately 8:25
United 2:17, 18
 10:24, 25
unknown 13:23
unnecessary 18:11
unpaid 4:23
USDA 1:3 6:2, 7
 15:9, 14 17:1, 24

< V >

value 17:9, 12
versus 2:19 11:1
view 12:25

< W >

wait 5:24
wanted 14:4
water 16:13
Well 6:21 18:4, 22

Weller 2:21, 23
 5:15, 17, 21 6:1
 9:5, 8, 23 10:2, 5, 8,
 10 11:4, 5 14:18,
 20, 25 15:6, 21
 16:21, 24 17:20, 21
 18:18, 21, 23, 25
 19:9
we're 5:20 13:17
we've 10:3
whereof 20:13
White 1:3 2:7, 11,
 19, 20 3:13, 17 6:3,
 23 7:6
William 12:12
wills 14:11
wish 8:6
witness 20:13
world 8:11
wrote 14:7

< Y >

Yeah 8:6 16:17
year 5:22
years 6:5, 11, 15
year's 5:24
yesterday 7:5, 7
Yvonne 11:2, 22
 12:11

STATE OF SOUTH CAROLINA

IN THE COURT OF COMMON PLEAS

COUNTY OF HORRY

C/A NO.: 2021-CP-26-00144

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

Plaintiff,

RECORD OF HEARING
(Deficiency Waived)

vs.

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

Defendants.

PURSUANT to the Order of Reference granted in the above referenced action, a hearing was held on May 16, 2023, before Alan Clemmons, Master in Equity for Horry County, State of South Carolina. The hearing was attended by Jamie Anna Weller, Esq. as attorney for the Plaintiff and Thomas D. Kilpatrick, Esq., as the court appointed Guardian *ad litem* for Defendant Patricia A. White a/k/a Patricia Ann White.

BY THE COURT: Attorney for the Plaintiff calls attention to:

1. The filing of the Lis Pendens with the Office of the Clerk of Court for Horry County on October 28, 2020, Amended Lis Pendens filed on January 12, 2021, and the Second Amended Lis Pendens on July 13, 2021.
2. The filing of the Notice of Right to Foreclosure Intervention on January 12, 2021 and the Amended Notice of Right to Foreclosure Intervention on July 13, 2021.
3. The filing of the Summons and Complaint with the Office of the Clerk of Court for Horry County on January 12, 2021 and the designation of same as 2021-CP-26-00144 in the Court of Common Pleas and the Amended Summons and Amended Complaint on July 13, 2021.

4. The filing of the 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. The Affidavit of Service on file indicating the Defendant Patricia A. White a/k/a Patricia Ann White (“Defendant White”) was served on August 26, 2021.
6. The Certificate of Service on file indicating the Defendant Family Services, Inc. was served on July 14, 2021.
7. The filing of the 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 on August 30, 2021.
8. The Motion to Appoint Guardian Ad Litem that was granted by Order Appointing Guardian ad Litem filed on June 15, 2022.
9. The Affidavit of Non-Military Service filed on September 16, 2022 indicating that the Defendant White is not in the Military Service of the United States of America, as contemplated under the Service members Civil Relief Act 108 P.L. 189, 117 Stat. 2835 (50 USC App. §§ 501-597b)(“SCRA”), and any amendments thereto.

10. The Affidavit of Default indicating Defendant Family Services, Inc. is in default.
11. The Order of Reference wherein the above matter was referred to Alan Clemmons, as Master in Equity for Horry County with authority to enter final judgment in the action.
12. The Answer of the court appointed Guardian ad Litem filed by Mr. Kilpatrick on February 16, 2023.
13. The Notice of the hearing was sent to Defendants, which is dated February 16, 2023.
14. The Amended Notice of the hearing was sent to Defendants, which is dated April 17, 2023.

It is stipulated that the signing of the Testimony by the witnesses pursuant to Rule 30 of the South Carolina Rules of Civil Procedure is hereby waived.

WHEREUPON, ATTORNEY FOR THE PLAINTIFF, BEING FIRST DULY SWORN, TESTIFIED AS FOLLOWS:

BY ATTORNEY FOR THE PLAINTIFF: If it pleases the Court, I represent the Plaintiff in this action.

From the original records or copies of the original records in my possession, from the Complaint herein, and from examination of the records of the Register of Deeds and Clerk of Court's Offices for Horry County, I find that on April 26, 1983, Defendant White entered into a Promissory Note (hereinafter "Note") unto United States of America, acting through the Farmers Home Administration, United States Department of Agriculture in the principal amount of \$39,500.00, payable in accordance with the terms and provisions of the Note as to the manner and time of payment. The Note also contains provisions calling for the assessment of attorney's fees and costs in the event of default and placement in the hands of an attorney for collection.

I would offer a copy of the original Note into evidence as Plaintiff's Exhibit "A".

NOTE identified,
offered and received in evidence
as Plaintiff's Exhibit "A".

I have next in my possession, a copy of the original Mortgage ("Mortgage") given to secure that Note just offered into evidence and containing terms identical thereto. This instrument was given by Defendant White, unto United States of America, acting through the Farmers Home Administration, United States Department of Agriculture dated April 26, 1983, and recorded on April 26, 1983, and is of record in the office of the Clerk of Court/Register of Deeds for Horry County in Book 827 at Page 761.

This Mortgage constitutes a first lien on the subject property.

I would offer a copy of the original Mortgage into evidence and incorporated herein by reference, covering the premises located in the County of Horry, State of South Carolina, as Plaintiff's Exhibit "B".

MORTGAGE identified,
offered and received in evidence
as Plaintiff's Exhibit "B".

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.

I would offer a copy of the original Subsidy Agreement into evidence and incorporated herein by reference, covering the premises located in the County of Horry, State of South Carolina, as Plaintiff's Exhibit "C".

SUBSIDY AGREEMENT identified,
offered and received in evidence
as Plaintiff's Exhibit "C".

Plaintiff is the successor to the United States of America, acting through the Farmers Home Administration, United States Department of Agriculture and holder of the Note and Mortgage by virtue of governmental agency successor, merger, and/or other reorganization.

The monthly payments as required by the Note have not been made and the Plaintiff as the holder of the Note, Subsidy and Mortgage has and does hereby elect to declare the entire balance due at once. Demand has been made for payment of same, and after demand, the payments remain in default. Upon default, the Plaintiff elected to exercise its option clearly contained in the Note and Mortgage instruments to declare the entire remaining balance due and payable.

I have in my possession the Authority to Testify and Statement of Debt executed by Plaintiff, which sets out the amount due under the terms of the Note and Mortgage from the date of default through the date of this hearing.

I would offer the Authority to Testify and Statement of Debt of United States of America acting through the Rural Housing Service or successor agency, United States Department of Agriculture into evidence as Plaintiff's Exhibit "D".

AUTHORITY TO TESTIFY AND STATEMENT OF DEBT
identified, offered and received
in evidence as Plaintiff's Exhibit "D".

The principal balance due on the Note and Mortgage at the present time is \$52,304.02. The Plaintiff has computed interest at the rate of 10.750% percent per annum pursuant to the terms of

the Note from March 26, 2008, through May 16, 2023, being the date of hearing for a total of accrued interest being \$85,171.95, plus late charges in the amount of \$3,014.85; plus total subsidy granted in the amount of \$37,328.38; plus fees assessed in the amount of \$42,560.51 (which includes Escrow in the sum of \$9,061.57, caretaking fees in the sum of \$28,869.84, prior foreclosure fees and costs in the sum of \$2,030.00, appraisal fees in the sum of \$650.00, and paid attorney fees and costs in the sum of \$1,949.10) plus Interest on Fees in the sum of \$17,448.25, and a credit in the sum of \$-417.17. At this time the Plaintiff would direct the Court's attention to the provisions of the Note and Mortgage regarding the assessment of attorney's fees and costs; attorney for Plaintiff would show that he has expended for advancements properly chargeable to this account and costs of collection including unpaid costs prior to the hearing in the amount of \$125.00. Defendant, through her Guardian *ad Litem* indicated Defendant has no defenses or objections to the debt owed.

In addition, in view of the size of the mortgage debt and the complexity of the foreclosure action, the Plaintiff would request for its attorney the total sum of \$1,750.00, of which \$875.00 has been paid, as a reasonable attorney's fees pending final accounting of this action, for a total due and owing Plaintiff of \$238,410.79. The total debt of \$238,410.79 will accrue interest at 10.750% percent per annum for a per diem of \$70.21.

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. Plaintiff's counsel represented 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, the subsequent delay was the result of an appeal on the account pursuant to 7 CFR 3550.4, that 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.

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.

The Plaintiff moves for foreclosure of its Mortgage with equity of redemption barred, requesting that the proceeds of any public sale be disbursed in accordance with the prayer of the Plaintiff's Complaint, as amended and further in accordance with the law and the custom of this Court applicable thereto.

I have nothing further at this time, Your Honor.

REFERENCE ADJOURNED.

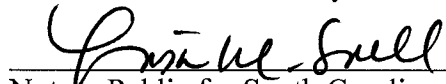
[signature block next page]

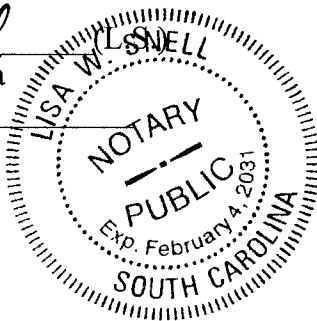
HARRELL, MARTIN & PEACE, P.A.



Taylor A. Peace, Esq., S.C. Bar No. 100206
Jannie A. Weller, Esq., S.C. Bar No. 105548
135 Columbia Avenue (Physical Address)
Post Office Box 1000 (Mailing Address)
Chapin, South Carolina 29036
(803) 345-3353
ATTORNEY FOR PLAINTIFF

SWORN before me this 2nd day of June, 2023


Notary Public for South Carolina
My Commission Expires: _____



Jamie Weller

From: McAllister, Sheri <Mcallister.Sheri@horrycountysc.gov>
Sent: Tuesday, September 5, 2023 10:02 AM
To: Jamie Weller
Cc: Taylor Peace; Thomas Kilpatrick
Subject: RE: 2021CP2600252 and 2021CP2600144 Ruling on Motions to Reconsider

Thank you, Jamie,

Please go ahead and efile the proposed orders.

Sheri

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.****

***** Also, please note that Horry County does not provide a court reporter for matters before the Master in Equity. Parties are responsible for securing court reporters for contested matters.**



From: Jamie Weller <jweller@hmp-law.com>
Sent: Tuesday, September 5, 2023 9:20 AM
To: McAllister, Sheri <Mcallister.Sheri@horrycountysc.gov>
Cc: Taylor Peace <tpeace@hmp-law.com>; Thomas Kilpatrick <tkilpatrick@murphykilpatrick.com>
Subject: FW: 2021CP2600252 and 2021CP2600144 Ruling on Motions to Reconsider

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Hi Sherri,

We apologize for the delay in getting these to you. Attached please find the proposed Orders relating to the Motions to Reconsider on the above-referenced matters. If Judge Clemmons is agreeable, we will get them e-filed today.

Yours truly,
Jamie Anna Weller, 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
Direct: (803) 298-2106
Mobile: (803) 429-6646
Fax: (803) 345-9171
jweller@hmp-law.com

This E-mail is covered by the Electronic Communications Privacy Act, 18 U.S.C. §§ 2510-2521 and is legally privileged. This transmission may also be protected under the attorney-client privilege, the attorney work product doctrine and/or other protective orders. This information is confidential and is intended only for the use of the individual or entity named above. If the reader of this message is not the intended recipient, you are hereby notified that any dissemination, distribution or copying of this communication is strictly prohibited.

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.****



All e-mail correspondence to and from this address may be subject to public disclosure under the South Carolina 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.

This electronic message contains information generated by the USDA solely for the intended recipients. Any unauthorized interception of this message or the use or disclosure of the information it contains may violate the law and subject the violator to civil or criminal penalties. If you believe you have received this message in error, please notify the sender and delete the email immediately.

Jamie Weller

From: McAllister, Sheri <Mcallister.Sheri@horrycountysc.gov>
Sent: Sunday, July 2, 2023 11:40 AM
To: Jamie Weller
Cc: Taylor Peace; Thomas Kilpatrick
Subject: RE: USDA v. the Estate of Yvonne Curtis Ingram (2021CP2600252) and USDA v. Patricia A. White (2021CP2600144)

Thank you, Jamie,

Have a safe and relaxing holiday!

Sheri

From: Jamie Weller <jweller@hmp-law.com>
Sent: Friday, June 30, 2023 11:46 AM
To: McAllister, Sheri <Mcallister.Sheri@horrycountysc.gov>
Cc: Taylor Peace <tpeace@hmp-law.com>; Thomas Kilpatrick <tkilpatrick@murphykilpatrick.com>
Subject: USDA v. the Estate of Yvonne Curtis Ingram (2021CP2600252) and USDA v. Patricia A. White (2021CP2600144)

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Good Morning Ms. McAllister,

I hope you are having a pleasant Friday morning.

Pursuant to Judge Clemmons request, attached please find the Memorandums of Law in Support of the Plaintiff's Motion to Alter or Amend for Judge Clemmons' consideration which were filed this morning. Please accept our apologies in the delay in providing these Memorandums as we wanted to provide them to the USDA's Office of General Counsel for review and approval prior to submitting them to the Court.

Please let us know if Judge Clemmons would like to schedule a hearing on this matter or if he has any questions and/or concerns.

Yours truly,
Jamie Anna Weller, 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
Direct: (803) 298-2106
Mobile: (803) 429-6646
Fax: (803) 345-9171
jweller@hmp-law.com

This E-mail is covered by the Electronic Communications Privacy Act, 18 U.S.C. §§ 2510-2521 and is legally privileged. This transmission may also be protected under the attorney-client privilege, the attorney work product doctrine and/or other protective orders. This information is confidential and is intended only for the use of the individual or entity named above. If the reader of this message is not the intended recipient, you are hereby notified that any dissemination, distribution or copying of this communication is strictly prohibited.

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.

All e-mail correspondence to and from this address may be subject to public disclosure under the South Carolina 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.

Jamie Weller

From: Jamie Weller
Sent: Friday, June 30, 2023 11:46 AM
To: McAllister, Sheri
Cc: Taylor Peace; Thomas Kilpatrick
Subject: USDA v. the Estate of Yvonne Curtis Ingram (2021CP2600252) and USDA v. Patricia A. White (2021CP2600144)
Attachments: 06.30.2023 filed Memorandum of Law in Support of Motion to Alter or Amend.pdf;
06.30.2023 filed Memorandum of Law in Support of Motion to Alter or Amend.pdf

Good Morning Ms. McAllister,

I hope you are having a pleasant Friday morning.

Pursuant to Judge Clemmons request, attached please find the Memorandums of Law in Support of the Plaintiff's Motion to Alter or Amend for Judge Clemmons' consideration which were filed this morning. Please accept our apologies in the delay in providing these Memorandums as we wanted to provide them to the USDA's Office of General Counsel for review and approval prior to submitting them to the Court.

Please let us know if Judge Clemmons would like to schedule a hearing on this matter or if he has any questions and/or concerns.

Yours truly,
Jamie Anna Weller, 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
Direct: (803) 298-2106
Mobile: (803) 429-6646
Fax: (803) 345-9171
jweller@hmp-law.com

This E-mail is covered by the Electronic Communications Privacy Act, 18 U.S.C. §§ 2510-2521 and is legally privileged. This transmission may also be protected under the attorney-client privilege, the attorney work product doctrine and/or other protective orders. This information is confidential and is intended only for the use of the individual or entity named above. If the reader of this message is not the intended recipient, you are hereby notified that any dissemination, distribution or copying of this communication is strictly prohibited.

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.

Jamie Weller

From: Jamie Weller
Sent: Friday, June 2, 2023 9:53 AM
To: McAllister, Sheri
Cc: Thomas Kilpatrick; Taylor Peace
Subject: RE: USDA v. the Estate of Yvonne Curtis Ingram (2021CP2600252) and USDA v. Patricia A. White (2021CP2600144)
Attachments: Order and Form 4 - 5.16 hrng rev 5.31.23.docx; Notice of sale - 5.16 hrng.docx; Notice of Sale.docx; Judgment Order and Form 4 rev 5.31.23.docx

Hi Sheri,

I hope you are having a wonderful Friday morning. Attached please find the Notices of Sale and Decrees which have been revised to reflect Judge Clemmons' ruling. Please let us know if Judge Clemmons' has any additional revisions, questions and/or concerns.

I have copied Thomas in the event he also has any revisions, comments, questions or concerns.

Have a wonderful weekend and thank you for all of your help in these matters.

Respectfully,
Jamie Anna Weller, 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
Direct: (803) 298-2106
Mobile: (803) 429-6646
Fax: (803) 345-9171
jweller@hmp-law.com

This E-mail is covered by the Electronic Communications Privacy Act, 18 U.S.C. §§ 2510-2521 and is legally privileged. This transmission may also be protected under the attorney-client privilege, the attorney work product doctrine and/or other protective orders. This information is confidential and is intended only for the use of the individual or entity named above. If the reader of this message is not the intended recipient, you are hereby notified that any dissemination, distribution or copying of this communication is strictly prohibited.

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, May 31, 2023 11:05 AM
To: Taylor Peace <tpeace@hmp-law.com>; Jamie Weller <jweller@hmp-law.com>
Cc: Thomas Kilpatrick <tkilpatrick@murphykilpatrick.com>
Subject: RE: USDA v. the Estate of Yvonne Curtis Ingram (2021CP2600252) and USDA v. Patricia A. White (2021CP2600144)

Thank you, Taylor,

You will also need to include the date of default and date of filing in both orders.

Sheri

From: Taylor Peace <tpeace@hmp-law.com>
Sent: Wednesday, May 31, 2023 9:42 AM
To: McAllister, Sheri <Mcallister.Sheri@horrycountysc.gov>; Jamie Weller <jweller@hmp-law.com>
Cc: Thomas Kilpatrick <tkilpatrick@murphykilpatrick.com>
Subject: RE: USDA v. the Estate of Yvonne Curtis Ingram (2021CP2600252) and USDA v. Patricia A. White (2021CP2600144)

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Hi Sheri,

Thank you for letting us know. We'll get those revised and sent over.

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

This E-mail is covered by the Electronic Communications Privacy Act, 18 U.S.C. §§ 2510-2521 and is legally privileged. This transmission may also be protected under the attorney-client privilege, the attorney work product doctrine and/or other protective orders. This information is confidential and is intended only for the use of the individual or entity named above. If the reader of this message is not the intended recipient, you are hereby notified that any dissemination, distribution or copying of this communication is strictly prohibited.

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, May 31, 2023 9:40 AM
To: Taylor Peace <tpeace@hmp-law.com>; Jamie Weller <jweller@hmp-law.com>
Cc: Thomas Kilpatrick <tkilpatrick@murphykilpatrick.com>
Subject: RE: USDA v. the Estate of Yvonne Curtis Ingram (2021CP2600252) and USDA v. Patricia A. White (2021CP2600144)

Dear Taylor,

Thank you for your email. You may include the following analysis in the proposed Orders and email them to me. I will be glad to efile them upon revision.

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 plaintiffs sat upon their rights to commence and finalize their foreclosure actions, as per equitable principles including, but not limited to, estoppel by laches, 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. 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

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.



Neither this office, nor its staff gives legal, financial or other advice. Any information obtained from this office or it's staff, regardless of form, should not be taken as legal or financial advice. Persons seeking to purchase properties from foreclosures or other sales should obtain independent advice as to value, sufficiency of title, tax consequences, other liens, and all other matters related to said purchase. Persons involved in litigation should obtain counsel and may not rely on any information obtained from this office as legal advice. Do not rely on this office for legal advice- always obtain independent legal advice.

From: Taylor Peace <tpeace@hmp-law.com>
Sent: Tuesday, May 30, 2023 12:58 PM

To: McAllister, Sheri <Mcallister.Sheri@horrycountysc.gov>; Jamie Weller <jweller@hmp-law.com>
Cc: Thomas Kilpatrick <tkilpatrick@murphykilpatrick.com>
Subject: RE: USDA v. the Estate of Yvonne Curtis Ingram (2021CP2600252) and USDA v. Patricia A. White (2021CP2600144)

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Hi Sheri,

Thank you for letting us know Judge Clemmons rulings.

Since the cases were uncontested as to the debt, can Judge Clemmons provide further elaboration on the legal theory(ies) on which he is relying in striking a portion of the debt claimed to be owed? Is his ruling that the USDA didn't prove its debt, that it is subject to a statute of limitations defense, a laches defense, or some sort of estoppel defense? I'd like to revise the orders to include his analysis, and I'm not connecting the dots on how a delay in bringing the actions relates to rulings that change the debt presented at the hearings where those figures went uncontested.

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

This E-mail is covered by the Electronic Communications Privacy Act, 18 U.S.C. §§ 2510-2521 and is legally privileged. This transmission may also be protected under the attorney-client privilege, the attorney work product doctrine and/or other protective orders. This information is confidential and is intended only for the use of the individual or entity named above. If the reader of this message is not the intended recipient, you are hereby notified that any dissemination, distribution or copying of this communication is strictly prohibited.

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: Saturday, May 27, 2023 3:21 PM
To: Jamie Weller <jweller@hmp-law.com>
Cc: Taylor Peace <tpeace@hmp-law.com>; Thomas Kilpatrick <tkilpatrick@murphykilpatrick.com>
Subject: RE: USDA v. the Estate of Yvonne Curtis Ingram (2021CP2600252) and USDA v. Patricia A. White (2021CP2600144)

Good Afternoon, Jamie,

Thank you so much for the additional information. Judge Clemmons has made a ruling for both cases. He will allow two years of interest and 50% of the preservation costs due to delays in filing the actions. Please revise the proposed Orders to indicate the dates of default and the amounts awarded per the court's ruling. In future foreclosure cases the court requests that the date of default be included in the complaint.

It is fine to email me the revised Order but I will need to receive it by June 1 so it is filed a month before the sales date in the NOS. I present the revised Order and NOS for signing and filing upon receipt.

Have a good holiday weekend and I will look forward to hearing from you.

Sheri

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.



Neither this office, nor its staff gives legal, financial or other advice. Any information obtained from this office or its staff, regardless of form, should not be taken as legal or financial advice. Persons seeking to purchase properties from foreclosures or other sales should obtain independent advice as to value, sufficiency of title, tax consequences, other liens, and all other matters related to said purchase. Persons involved in litigation should obtain counsel and may not rely on any information obtained from this office as legal advice. Do not rely on this office for legal advice- always obtain independent legal advice.

From: Jamie Weller <jweller@hmp-law.com>
Sent: Monday, May 22, 2023 10:59 AM
To: McAllister, Sheri <Mcallister.Sheri@horrycountysc.gov>
Cc: Taylor Peace <tpeace@hmp-law.com>; Thomas Kilpatrick <tkilpatrick@murphykilpatrick.com>
Subject: USDA v. the Estate of Yvonne Curtis Ingram (2021CP2600252) and USDA v. Patricia A. White (2021CP2600144)

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Hi Sherri,

Pursuant to Judge Clemmons request, I am providing the following additional information regarding the above-referenced hearings held before Judge Clemmons on May 16, 2023:

As to USDA v. the Estate of Yvonne Curtis Ingram (2021CP2600252)

Judge Clemmons requested that we inquire about the delay in proceeding with the foreclosure in this matter with a default date of September 2, 2016. The initial delay was due to the death of the underlying borrower on October 15, 2016 and providing the heirs an opportunity to cure the delinquency and/or complete the estate which was opened November 9, 2016 and still showing open as of May 22, 2023, a lack of funding approval for a legal referral, and the final delay was due to the pandemic.

AS to USDA v. Patricia A. White (2021CP2600144)

Judge Clemmons requested that we inquire about the delay in proceeding with the foreclosure in this matter with a default date of March 26, 2008 and requested that we provide information relating to the prior foreclosure case fees and costs assessed to the account. The delay in the foreclosure action is due to a servicing appeal on the account following the 2009 case, lack of funding approval for legal referral, the borrower's ongoing medical issues, and the final delay was due to the pandemic. I have attached copies of the prior 2009 foreclosure action to substantiate the prior foreclosure fees and costs.

Please let me know if Judge Clemmons has any additional questions or concerns.

Yours truly,

Jamie Anna Weller, 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

Direct: (803) 298-2106

Mobile: (803) 429-6646

Fax: (803) 345-9171

jweller@hmp-law.com

This E-mail is covered by the Electronic Communications Privacy Act, 18 U.S.C. §§ 2510-2521 and is legally privileged. This transmission may also be protected under the attorney-client privilege, the attorney work product doctrine and/or other protective orders. This information is confidential and is intended only for the use of the individual or entity named above. If the reader of this message is not the intended recipient, you are hereby notified that any dissemination, distribution or copying of this communication is strictly prohibited.

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.

All e-mail correspondence to and from this address may be subject to public disclosure under the South Carolina 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.

Jamie Weller

From: McAllister, Sheri <Mcallister.Sheri@horrycountysc.gov>
Sent: Saturday, May 27, 2023 3:21 PM
To: Jamie Weller
Cc: Taylor Peace; Thomas Kilpatrick
Subject: RE: USDA v. the Estate of Yvonne Curtis Ingram (2021CP2600252) and USDA v. Patricia A. White (2021CP2600144)

Good Afternoon, Jamie,

Thank you so much for the additional information. Judge Clemmons has made a ruling for both cases. He will allow two years of interest and 50% of the preservation costs due to delays in filing the actions. Please revise the proposed Orders to indicate the dates of default and the amounts awarded per the court's ruling. In future foreclosure cases the court requests that the date of default be included in the complaint.

It is fine to email me the revised Order but I will need to receive it by June 1 so it is filed a month before the sales date in the NOS. I present the revised Order and NOS for signing and filing upon receipt.

Have a good holiday weekend and I will look forward to hearing from you.

Sheri

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.



Neither this office, nor its staff gives legal, financial or other advice. Any information obtained from this office or its staff, regardless of form, should not be taken as legal or financial advice. Persons seeking to purchase properties from foreclosures or other sales should obtain independent advice as to value, sufficiency of title, tax consequences, other liens, and all other matters related to said purchase. Persons involved in litigation should obtain counsel and may not rely on any information obtained from this office as legal advice. Do not rely on this office for legal advice- always obtain independent legal advice.

From: Jamie Weller <jweller@hmp-law.com>
Sent: Monday, May 22, 2023 10:59 AM
To: McAllister, Sheri <McAllister.Sheri@horrycountysc.gov>
Cc: Taylor Peace <tpeace@hmp-law.com>; Thomas Kilpatrick <tkilpatrick@murphykilpatrick.com>
Subject: USDA v. the Estate of Yvonne Curtis Ingram (2021CP2600252) and USDA v. Patricia A. White (2021CP2600144)

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Hi Sherri,

Pursuant to Judge Clemmons request, I am providing the following additional information regarding the above-referenced hearings held before Judge Clemmons on May 16, 2023:

As to USDA v. the Estate of Yvonne Curtis Ingram (2021CP2600252)

Judge Clemmons requested that we inquire about the delay in proceeding with the foreclosure in this matter with a default date of September 2, 2016. The initial delay was due to the death of the underlying borrower on October 15, 2016 and providing the heirs an opportunity to cure the delinquency and/or complete the estate which was opened November 9, 2016 and still showing open as of May 22, 2023, a lack of funding approval for a legal referral, and the final delay was due to the pandemic.

AS to USDA v. Patricia A. White (2021CP2600144)

Judge Clemmons requested that we inquire about the delay in proceeding with the foreclosure in this matter with a default date of March 26, 2008 and requested that we provide information relating to the prior foreclosure case fees and costs assessed to the account. The delay in the foreclosure action is due to a servicing appeal on the account following the 2009 case, lack of funding approval for legal referral, the borrower's ongoing medical issues, and the final delay was due to the pandemic. I have attached copies of the prior 2009 foreclosure action to substantiate the prior foreclosure fees and costs.

Please let me know if Judge Clemmons has any additional questions or concerns.

Yours truly,
Jamie Anna Weller, 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
Direct: (803) 298-2106
Mobile: (803) 429-6646
Fax: (803) 345-9171
jweller@hmp-law.com

This E-mail is covered by the Electronic Communications Privacy Act, 18 U.S.C. §§ 2510-2521 and is legally privileged. This transmission may also be protected under the attorney-client privilege, the attorney work product doctrine and/or other protective orders. This information is confidential and is intended only for the use of the individual or entity named above. If the reader of this message is not the intended recipient, you are hereby notified that any dissemination, distribution or copying of this communication is strictly prohibited.

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.

All e-mail correspondence to and from this address may be subject to public disclosure under the South Carolina 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.

Jamie Weller

From: McAllister, Sheri <Mcallister.Sheri@horrycountysc.gov>
Sent: Monday, May 22, 2023 11:11 AM
To: Jamie Weller
Cc: Taylor Peace; Thomas Kilpatrick
Subject: RE: USDA v. the Estate of Yvonne Curtis Ingram (2021CP2600252) and USDA v. Patricia A. White (2021CP2600144)

Thank you, Jamie. I will pass this information along to Judge Clemmons.

Have a good Monday!

Sheri

From: Jamie Weller <jweller@hmp-law.com>
Sent: Monday, May 22, 2023 10:59 AM
To: McAllister, Sheri <Mcallister.Sheri@horrycountysc.gov>
Cc: Taylor Peace <tpeace@hmp-law.com>; Thomas Kilpatrick <tkilpatrick@murphykilpatrick.com>
Subject: USDA v. the Estate of Yvonne Curtis Ingram (2021CP2600252) and USDA v. Patricia A. White (2021CP2600144)

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Hi Sherri,

Pursuant to Judge Clemmons request, I am providing the following additional information regarding the above-referenced hearings held before Judge Clemmons on May 16, 2023:

As to USDA v. the Estate of Yvonne Curtis Ingram (2021CP2600252)

Judge Clemmons requested that we inquire about the delay in proceeding with the foreclosure in this matter with a default date of September 2, 2016. The initial delay was due to the death of the underlying borrower on October 15, 2016 and providing the heirs an opportunity to cure the delinquency and/or complete the estate which was opened November 9, 2016 and still showing open as of May 22, 2023, a lack of funding approval for a legal referral, and the final delay was due to the pandemic.

AS to USDA v. Patricia A. White (2021CP2600144)

Judge Clemmons requested that we inquire about the delay in proceeding with the foreclosure in this matter with a default date of March 26, 2008 and requested that we provide information relating to the prior foreclosure case fees and costs assessed to the account. The delay in the foreclosure action is due to a servicing appeal on the account following the 2009 case, lack of funding approval for legal referral, the borrower's ongoing medical issues, and the final delay was due to the pandemic. I have attached copies of the prior 2009 foreclosure action to substantiate the prior foreclosure fees and costs.

Please let me know if Judge Clemmons has any additional questions or concerns.

Yours truly,

Jamie Anna Weller, 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
Direct: (803) 298-2106
Mobile: (803) 429-6646
Fax: (803) 345-9171
jweller@hmp-law.com

This E-mail is covered by the Electronic Communications Privacy Act, 18 U.S.C. §§ 2510-2521 and is legally privileged. This transmission may also be protected under the attorney-client privilege, the attorney work product doctrine and/or other protective orders. This information is confidential and is intended only for the use of the individual or entity named above. If the reader of this message is not the intended recipient, you are hereby notified that any dissemination, distribution or copying of this communication is strictly prohibited.

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.

All e-mail correspondence to and from this address may be subject to public disclosure under the South Carolina 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.

Jamie Weller

From: Jamie Weller
Sent: Monday, May 22, 2023 10:59 AM
To: mcallister.sheri@horrycountysc.gov
Cc: Taylor Peace; Thomas Kilpatrick
Subject: USDA v. the Estate of Yvonne Curtis Ingram (2021CP2600252) and USDA v. Patricia A. White (2021CP2600144)
Attachments: Prior 2009 Foreclosure Case.pdf; Estate Page_Yvonne Ingram.pdf

Hi Sherri,

Pursuant to Judge Clemmons request, I am providing the following additional information regarding the above-referenced hearings held before Judge Clemmons on May 16, 2023:

As to USDA v. the Estate of Yvonne Curtis Ingram (2021CP2600252)

Judge Clemmons requested that we inquire about the delay in proceeding with the foreclosure in this matter with a default date of September 2, 2016. The initial delay was due to the death of the underlying borrower on October 15, 2016 and providing the heirs an opportunity to cure the delinquency and/or complete the estate which was opened November 9, 2016 and still showing open as of May 22, 2023, a lack of funding approval for a legal referral, and the final delay was due to the pandemic.

AS to USDA v. Patricia A. White (2021CP2600144)

Judge Clemmons requested that we inquire about the delay in proceeding with the foreclosure in this matter with a default date of March 26, 2008 and requested that we provide information relating to the prior foreclosure case fees and costs assessed to the account. The delay in the foreclosure action is due to a servicing appeal on the account following the 2009 case, lack of funding approval for legal referral, the borrower's ongoing medical issues, and the final delay was due to the pandemic. I have attached copies of the prior 2009 foreclosure action to substantiate the prior foreclosure fees and costs.

Please let me know if Judge Clemmons has any additional questions or concerns.

Yours truly,
Jamie Anna Weller, 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
Direct: (803) 298-2106
Mobile: (803) 429-6646
Fax: (803) 345-9171
jweller@hmp-law.com

This E-mail is covered by the Electronic Communications Privacy Act, 18 U.S.C. §§ 2510-2521 and is legally privileged. This transmission may also be protected under the attorney-client privilege, the attorney work product doctrine and/or other protective orders. This information is confidential and is intended only for the use of the individual or entity named above. If the reader of this message is not the intended recipient, you are hereby notified that any dissemination, distribution or copying of this communication is strictly prohibited.

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.


[Public Inquiry](#) > [Search Cases](#) > [Case Detail](#)
[Search Cases](#) | [Search Parties](#)

Case Summary

Case No.	Status	Filed	Judicial Assistant	Assigned
2016ES2602358	Open	11/9/2016	James, Samantha	4/28/2022

Primary Parties

Name	Type	Date of Death	Address
INGRAM, YVONNE CURTIS	Deceased Person	10/15/2016	

Case Parties

Name	Type
INGRAM, YVONNE CURTIS	Deceased Person
SMITH, GINGER S	Personal Representative

Scheduled Events

no records found

Filings

no records found

Inventory

no records found	Net Worth Estate Value: 0.00 Gross Value: 0.00 Encumbrance: 0.00 = Net Worth: 0.00
------------------	---

STATE OF SOUTH CAROLINA

COUNTY OF HORRY

United States of America acting through the Rural Housing Service f/k/a Farmers Home Administration or successor agency, United States Department of Agriculture,

PLAINTIFF,

vs.

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

DEFENDANTS.

IN THE COURT OF COMMON PLEAS

MASTER'S ORDER AND
JUDGMENT OF FORECLOSURE AND
SALE

(NON-JURY MORTGAGE
FORECLOSURE)

C/A NO:2009-CP-26-5057

DEFICIENCY WAIVED

F29-03295

TO:

Korn Law Firm, P.A.
Attorney for Plaintiff

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.

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

FINDINGS OF FACT:

1. The Lis Pendens was filed on May 14, 2009 and an Amended Lis Pendens was filed on May 29, 2009.
2. The Summons and Complaint were filed on May 19, 2009, and amended Summons and Complaint were filed on May 29, 2009.
3. Service was made upon the Defendant(s) named in this Report as is shown by the Proof(s) of Service filed herein.
4. The Defendants and/or all attorneys of record were notified of the time, date, and place of the hearing in this matter.
5. According to the Affidavit filed herein, no Defendant in default is in the Military Service of the United States of America, as contemplated under the Soldiers' and Sailors' Civil Relief Act of 1940, and any amendments thereto.

FILED
HORRY COUNTY
2009 OCT 29 AM 10:23
MELANIE HUGGINS-WARD
CLERK OF COURT

6. For value received, Patricia A. White made, executed and delivered a Note dated April 26, 1983, promising thereby to pay to the order of United States of America acting through the Rural Housing Service f/k/a Farmers Home Administration or successor agency, United States Department of Agriculture the sum of Thirty-Nine Thousand Five Hundred And 00/100 Dollars (\$39,500.00), with interest at 10.750 percent per annum. Other terms and conditions are stated in the Note, which is of record herein.

7. To better secure the payment of the Note described above, the said Patricia A. White made, executed and delivered to United States of America acting through the Rural Housing Service f/k/a Farmers Home Administration or successor agency, United States Department of Agriculture a Mortgage in writing, dated April 26, 1983, covering real property in Horry County, which is the same as that described in the Complaint. The mortgage was filed on April 26, 1983, and is of record in the Office of the Register of Deeds for Horry County in Mortgage Book 827 at page 761.

8. The above referenced instrument constitutes a purchase money mortgage with the proceeds of the loan being used to purchase the property above described.

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

10. I find that since the inception of this action, plaintiff's attorney has assumed responsibility for the institution of this action and has searched and updated the title on the subject property from the date the current owner received the property or the date the mortgage was executed to the date of the filing of the Lis Pendens. He has been responsible for the preparation of the following pleadings:

1. Lis Pendens
2. Summons and Complaint
3. Affidavit of Default
4. Order of Reference
5. Notice of Hearing
6. Proposed Final Decree
7. Notice of Sale
8. Transcript of Testimony
9. Other documents as applicable pertaining to service and finalization of this action.

Additionally, he has arranged for service of process on the defendant(s), has scheduled and attended the hearing in this matter, has provided reinstatement figures to the primary defendant, if requested, and has had telephone conversations with the defendant(s), if requested. Future duties include forwarding copies of the Decree to the defendant(s), advising the defendant(s) of the date that the property will be sold, arranging and coordinating the amount to be bid by plaintiff, representation of plaintiff at sale and preparation of after sale documentation as required. Eighteen hours have been spent on this file to date.

Plaintiff's counsel anticipates spending approximately Six hours on the file after the hearing. In light of the potential liabilities inherent in a property matter, the attendant responsibilities and the size of the mortgage debt, I find that the attorney fees requested by the plaintiff in the amount of three thousand seven hundred and 00/100 (\$3,700.00) are reasonable.

11. The amount due and owing on the Note, with interest at the rate provided in the Note, and other costs and expenses of collection, including an attorney's fee, secured by the Note and Mortgage, is as follows:

(a)	Principal due as of 04/26/2008	\$ 52,304.02
(b)	Interest from 03/26/2008 through 10/06/2009 at 10.75%	\$ 8,611.16
(c)	Late charges	\$ 359.89
(d)	Appraisal fee	\$ 400.00
(e)	Subsidy Granted	\$ 37,328.38
(f)	Costs of Collections Prior to Hearing	\$ 780.00
(g)	Other charges	\$ 1,243.33
(h)	Attorney Fees	\$ 3,700.00
	TOTAL DEBT secured by Note and Mortgage, including interest to date shown	\$104,726.78

3
GHA
Interest for the period from the date shown in (b) above, through the date of this Judgment at the above stated rate to be added to the above stated "Total Debt" to comprise the amount of the judgment debt entered herein and interest after the date of judgment at the rate of 10.750 percent per annum (pursuant to the terms of the Note and Mortgage) on the judgment debt should be added to such judgment debt to comprise the amount of Plaintiff's debt secured by the mortgage through the date to which such interest is computed.

12. That the Defendant, Family Services f/k/a Family Services, Inc., is made a party by virtue of a Mortgage given by Patricia White, dated May 2, 2007, and recorded May 3, 2007, in Book 4896 at Page 869 in the amount of Five Thousand Eight Hundred Seventy-Five And 00/100 (\$5,875.00).

13. That the Plaintiff specifically waives its rights to a deficiency judgment in the event the sale of the real estate herein does not yield a sum sufficient to satisfy all indebtedness due to the Plaintiff, including costs and attorney fees.

14. Since a personal or deficiency judgment is being waived, the bidding will not remain open but compliance with the bid may be made immediately.

15. This Mortgage loan is not owned, securitized, or guaranteed by Fannie Mac or Freddie Mac nor is the servicer participating in the Home Affordable Modification Program.

CONCLUSION OF LAW

I, therefore, conclude as follows:

1. 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. There is due to the Plaintiff on the obligation and mortgage set forth in the Complaint the sum of One Hundred Four Thousand Seven Hundred Twenty-Six And 78/100 Dollars (\$104,726.78) representing the "Total Debt" due Plaintiff as set forth supra, together with interest at the rate provided therein on the balance of principal from the date aforesaid to the date hereof.

2. The amount due in the preceding paragraph (the "Total Debt" as set forth supra and later accrued interest on the principal) shall constitute the total judgment debt due the Plaintiff and shall bear interest hereafter at the rate of 10.750% percent per annum.

3. 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 debt as aforesaid, together with the costs and disbursements of this action.

4. 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 Master in Equity at public auction at the Horry County Justice Center, 1301 2nd Ave., 3rd Floor in Conway, South Carolina, on some convenient sales day hereafter (and should the regular day of judicial sales fall on a legal holiday, then and in the such event, the sales day shall be on Tuesday next succeeding such holiday), on the following terms, that is to say:

4
68
A. **FOR CASH:** The Master in Equity will require a deposit of Five percent (5%) on the amount of the bid (in cash or equivalent) at the time of the sale, same to be applied on the purchase price only upon compliance with the bid, but in case of non-compliance within Twenty (20) days same to be forfeited and applied to the costs and Plaintiff's debt.

B. Interest on the balance of the bid shall be paid to the day of compliance at the rate of 10.750 percent.

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

D. The above referenced instrument constitutes a purchase money mortgage with the proceeds of the loan being used to purchase the property above described.

E. Purchaser to pay for Deed Stamps and costs of recording the Deed.

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

6. Personal nor deficiency judgment having been waived, the bidding will not remain open after the date of sale and compliance with the bid may be made immediately.

7. 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 Twenty (20) 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.

8. That the Master in Equity will apply the proceeds of the sale as follows:

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

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

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

9. It is further 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 Defendants in possession herein, the Sheriff of Horry 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.

10. And it is further ORDERED, ADJUDGED AND DECREED that each Defendant and all persons whomsoever claiming under him, her or them, 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.

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

12. IT IS FURTHER ORDERED that the Deed of conveyance made pursuant to said sale shall contain the names of only the first named Plaintiff and the first named Defendant and the Defendant who was the titleholder of the mortgaged property at the time of filing of the Notice of Pendency of the within action, and the name of the Grantee, and the Register of Deeds is authorized to omit from the indices pertaining to such conveyance the names of all parties not contained in said Deed.

13. 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.

14. Upon issuance of a Master in Equity Report on Sale and Disbursements, the Register of Deeds is directed to release of record the mortgage lien being foreclosed, which mortgage lien is described as follows:

That Mortgage originally given to United States of America acting through the Rural Housing Service f/k/a Farmers Home Administration or successor agency, United States Department of Agriculture by Patricia A. White, dated 04/26/1983 and recorded 04/26/1983, in Mortgage Book 827 at page 761.

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

LEGAL DESCRIPTION AND PROPERTY ADDRESS:

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 specifically described as follows:

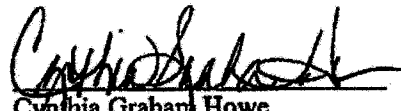
Beginning at an Iron N running N 59 degrees W 136.5' along S. C. Hwy 917; thence to the Top of Iron N running N 28 degrees 18' 20" E along the property of L. W. Paul; thence to an Iron N running S 59 degrees E 146.48' along property of L. W. Paul; thence to an Iron N running S 31 degrees W 212.03' along 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 Company, Inc., dated April 26, 1983 and recorded April 26, 1983 in the Office of the Clerk of Court for Horry County, South Carolina in Deed Book 791 at Page 247.

3470 Highway 917 Loris, SC 29569

TMS 037-00-01-160

16. IT IS FURTHER ORDERED that if the Plaintiff or the Plaintiff's representative does not appear at the scheduled sale of the above-described 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.


Cynthia Graham Howe
Master in Equity
For Horry County

Conway, South Carolina
October 26, 2009.

STATE OF SOUTH CAROLINA

COUNTY OF HORRY

United States of America acting through the Rural Housing Service f/k/a Farmers Home Administration or successor agency, United States Department of Agriculture

PLAINTIFF,

vs.

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

DEFENDANT(S).

IN THE COURT OF COMMON PLEAS

AFFIDAVIT OF DEBT

(NON-JURY MORTGAGE FORECLOSURE)

C/A NO:2009-CP-26-5057

DEFICIENCY WAIVED

F29-03295

PERSONALLY appeared before me the undersigned, who being duly sworn, deposes and says:

That (s)he is an officer of United States of America acting through the Rural Housing Service f/k/a Farmers Home Administration or successor agency, United States Department of Agriculture, the Plaintiff herein. The amount of the debt, exclusive of attorney's fees and costs, is as follows:

(a) Principal due as of 04/26/2008	\$ 52,304.02
(b) Interest from 03/26/2008 through 10/05/2009 at 10.75%	\$ 8,611.16
(c) Late charges	\$ 359.89
(d) Appraisal fee	\$ 400.00
(e) Subsidy Granted	\$ 37,328.38
(f) Other charges	\$ 1,243.33
TOTAL DEBT	\$100,246.78

BY: Donna Harbaugh
ITS: Foreclosure Representative

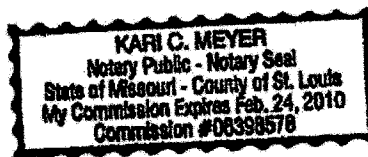
State of Missouri
County of St. Louis

Subscribed and sworn to (or affirmed) before me on this 8 day of October, 2009, by Donna Harbaugh personally known to me or proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

Signature Kari C Meyer

NOTARY PUBLIC FOR St. Louis

My commission expires: 2/04/2010



FILED
HORRY COUNTY
2009 OCT 29 PM 5:23
MELANIE HIGGINS WARD
CLERK OF COURT

STATE OF SOUTH CAROLINA

COUNTY OF HORRY

United States of America acting through the Rural
Housing Service f/k/a Farmers Home
Administration or successor agency, United States
Department of Agriculture
PLAINTIFF,

vs.

Patricia A. White a/k/a Patricia Ann White , and
Family Services f/k/a Family Services, Inc. ,
DEFENDANT(S).

F29-03295

IN THE COURT OF COMMON PLEAS

AFFIDAVIT

(NON-JURY MORTGAGE FORECLOSURE)

C/A NO: 2009-CP-26-5057

DEFICIENCY WAIVED

FILED
HORRY COUNTY
2009 OCT 29 AM 10:23
MEAGAN HUGGINS-WARD
CLERK OF COURT

PERSONALLY APPEARED BEFORE ME, Alan M. Stewart, Esquire, who, being first duly sworn, deposes and states that he is a member of the Korn Law Firm, P.A., and that he represents the plaintiff in the following foreclosure action:

United States of America acting through the Rural Housing Service f/k/a Farmers Home Administration or successor agency, United States Department of Agriculture vs. Patricia A. White a/k/a Patricia Ann White, and Family Services f/k/a Family Services, Inc.

Since the inception of this action, his office has assumed responsibility for the institution of this action and has searched and updated the title on the subject property from the date the current owner received the property or the date the mortgage was executed to the date of the filing of the Lis Pendens. He has been responsible for the preparation of the following pleadings:

1. Lis Pendens
2. Summons and Complaint
3. Affidavit of Default
4. Order of Reference
5. Notice of Hearing
6. Proposed Final Decree
7. Notice of Sale
8. Transcript of Testimony
9. Other documents as applicable pertaining to service and finalization of the action

Additionally, he has arranged for service of process on the defendant(s) and has scheduled and attended the hearing in this matter; has provided reinstatement figures to the primary defendant, if requested, and has had phone conversations with the defendant.

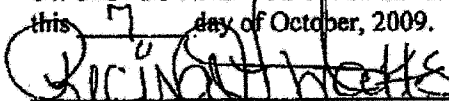
Future duties include forwarding copies of the Decree to the defendant, advising the defendant of the date that the property will be sold; arranging and coordinating the amount to be bid by plaintiff; representation of the plaintiff at the sale; and preparation of a Report on Sale and Order Confirming Sale, Deed and any other documents that may be necessary in this particular action.

Eighteen (Eighteen) hours have been spent on this file to date. We anticipate approximately Six (Six) hours after the hearing. The total debt is \$100,246.78 which does not include attorney fees. In light of the potential liabilities inherent in a property matter, the attendant responsibilities, and the size of the mortgage debt, we believe a reasonable attorney's fee would be three thousand seven hundred and 00/100 (\$ 3,700.00). Plaintiff's attorney has over twenty-five years experience in the area of mortgage foreclosure, has prosecuted more than 8,000 mortgage foreclosure actions on a statewide basis. The attorneys in the firm are members of the Mortgage Bankers of the Carolinas, the U.S. Foreclosure Network and the Commercial Law League of America.



Alan M. Stewart
Attorney for Plaintiff

SWORN TO AND SUBSCRIBED before me
this 7 day of October, 2009.


NOTARY PUBLIC FOR SOUTH CAROLINA

My commission expires: 10/2/13

Notice of Sale
C/A No: 2009-CP-26-5057

BY VIRTUE OF A DECREE of the Court of Common Pleas for Horry County, South Carolina, heretofore issued in the case of United States of America acting through the Rural Housing Service f/k/a Farmers Home Administration or successor agency, United States Department of Agriculture against, Patricia A. White a/k/a Patricia Ann White and Family Services f/k/a Family Services, Inc., I the undersigned as Master in Equity for Horry County, will sell on December 7, 2009, at 11:00 a.m., at the Horry County Justice Center, 1301 2nd Ave., 3rd Floor in Conway, South Carolina, to the highest bidder:
Legal Description and Property Address:

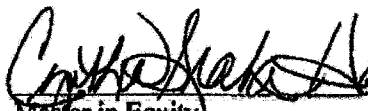
All and singular that certain piece , parcel or tract of land, situate, lying and being in Green Sea Township containing 0.7 acres as shown on a map by S.D. Cox Surveyors dated June 23, 1980 being specifically described as follows:

Beginning at an Iron N running N 59 degrees W 136.5 ' along S. C. Hwy 917; thence to the Top of Iron N running N 28 degrees 18' 20" E along the property of L. W. Paul; thence to an Iron N running S 59 degrees E 146.48' along property of L. W. Paul; thence to an Iron N running S 31 degrees W 212.03' along a 50' proposed road back to its beginning.

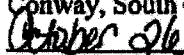
This being the same property conveyed to Patricia Ann White by deed of L. W. Paul Construction Company, Inc., dated April 26, 1983 and recorded April 26, 1983 in the Office of the Clerk of Court for Horry County, South Carolina in Deed Book 791 at Page 247.

3470 Highway 917 Loris, SC 29569
TMS # 037-00-01-160

TERMS OF SALE: For cash. Interest at the rate of Ten And 75/100 percent (10.75%) to be paid on balance of bid from date of sale to date of compliance. The purchaser to pay for papers and stamps, and that the successful bidder or bidders, other than the Plaintiff therein, do, upon the acceptance of his or her bid, deposit with the Master in Equity for Horry County a certified check or cash in the amount equal to five per cent (5%) of the amount of bid on said premises at the sale as evidence of good faith in bidding, and subject to any resale of said premises under Order of this Court; and in the event the said purchaser or purchasers fail to comply with the terms of sale within Twenty (20) days, the Master in Equity shall forthwith resell the said property, after the due notice and advertisement, and shall continue to sell the same each subsequent sales day until a purchaser, who shall comply with the terms of sale, shall be obtained, such sales to be made at the risk of the former purchaser. Since a personal or deficiency judgment is waived, the bidding will not remain open but compliance with the bid may be made immediately. If the Plaintiff or the Plaintiff's representative does not appear at the above-described sale, 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. Plaintiff may waive any of its rights, including its right to a deficiency judgment, prior to sale. Sold subject to taxes and assessments, existing easements and restrictions of record.


Master in Equity
For Horry County

FILED
HORRY COUNTY
2009 OCT 29 AM 10:23
MELANIE HUGGINS-WARD
CLERK OF COURT

Conway, South Carolina
 , 2009.
KORN LAW FIRM, P.A.
Attorney for Plaintiff

FORM 4

STATE OF SOUTH CAROLINA
COUNTY OF Horry
IN THE COURT OF COMMON PLEAS

JUDGMENT IN A CIVIL CASE

CASE NO. 09-CP-26-5057__

UNITED STATES OF AMERICA

PATRICIA A. WHITE

PLAINTIFF(S)

DEFENDANT(S)

CHECK ONE:

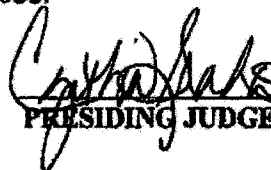
- ☐ **JURY VERDICT.** This action came before the court for a trial by jury. The issues have been tried and a verdict rendered.
- ☒ **DECISION BY THE COURT.** This action came to trial or hearing before the court. The issues have been tried or heard and a decision rendered.
- ☐ **ACTION DISMISSED (CHECK REASON):** ☐ Rule 12(b), SCRPC; ☐ Rule 41(a), SCRPC (Vol. Nonsuit); ☐ Rule 43(k), SCRPC (Settled); ☐ Other
- ☐ **ACTION STRICKEN (CHECK REASON):** ☐ Rule 40(j), SCRPC; ☐ Bankruptcy; ☐ Binding arbitration, subject to right to restore to confirm, vacate or modify arbitration award; ☐ Other
- ☐ **DISPOSITION OF APPEAL TO THE CIRCUIT COURT (CHECK APPLICABLE BOX):**
☐ Affirmed; ☐ Reversed; ☐ Remanded; ☐ Other

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

IT IS ORDERED AND ADJUDGED:

- ☒ See attached order. (Formal order to follow)
☐ Statement of Judgment by the Court:

Dated at Conway, South Carolina, this 26th day of October, 2009.


PRESIDING JUDGE

FILED
Horry County
2009 OCT 29 AM 10:23
MELANIE HUGGINS-WARD
CLERK OF COURT

This judgment was entered on the _____ day of _____, 20____, and a copy mailed first class this _____ day of _____, 20____ to attorneys of record or to parties (when appearing pro se) as follows:

Korn Law Firm, PO Box 11264, Columbia, SC 29211-1264

ATTORNEY(S) FOR PLAINTIFF

Defendant is in default.

ATTORNEY(S) FOR DEFENDANT

CLERK OF COURT

STATE OF SOUTH CAROLINA

COUNTY OF HORRY

United States of America acting through the
Rural Housing Service f/k/a Farmers Home
Administration or successor agency, United
States Department of Agriculture

PLAINTIFF,

vs.

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

DEFENDANT(S).

IN THE COURT OF COMMON PLEAS

TRANSCRIPT OF TESTIMONY

(NON-JURY MORTGAGE FORECLOSURE)

C/A NO: 2009-CP-26-5057

DEFICIENCY WAIVED

FILED
HORRY COUNTY
2009 OCT 29 AM 10:23
MELANIE HUGGINS-WARD
CLERK OF COURT

F29-03295

Pursuant to the Order of Reference granted in the above cause of action, a hearing was held before Cynthia Graham Howe, as Master in Equity for Horry County, attended by counsel as follows:

APPEARANCES: PETER D. KORN / JOHN S. KAY / DEAN A. HAYES
ALAN M. STEWART / H. GUYTON MURRELL
JOHN B. KELCHNER / SUZANNAH HAYES
MEREDITH S. LEE

KORN LAW FIRM, P.A.
Attorneys for Plaintiff;

REPORTED BY: Regina Watts
Court Reporter

BY THE MASTER: Attorney for the Plaintiff calls attention to the filing of the Lis Pendens in the Office of the Clerk of Court for Horry County on May 14, 2009 and an Amended Lis Pendens was filed on May 29, 2009.

Attorney for the Plaintiff also calls attention to the filing of the Summons and Complaint in said Office of the Clerk of Court on May 19, 2009, and amended Summons and Complaint were filed on May 29, 2009, and to the designation of same as Civil Action Number 2009-CP-26-5057 in the Court of Common Pleas.

Attorney for the Plaintiff also calls attention to the Proof(s) of Service as to the Defendants Patricia A. White a/k/a Patricia Ann White and Family Services f/k/a Family Services, Inc., showing that service of the Summons and Complaint was effected upon said defendants. Attorney for the Plaintiff also

calls attention to the Affidavit of Non-Military status showing to the effect that the Defendant(s) Patricia A. White a/k/a Patricia Ann White is not in the Military Service of the United States of America.

Attorney for the Plaintiff also calls attention to the Order of Reference dated August 5, 2009, wherein the above matter was referred to Cynthia Graham Howe, as Master in Equity, with authority to enter final Judgment in the cause.

It is stipulated that the signing of the Testimony by the witnesses, as required under Section 15-31-80, Code of Laws of South Carolina, 1976, is hereby waived.

WHEREUPON, ATTORNEY FOR THE PLAINTIFF, BEING FIRST DULY SWORN, TESTIFIED AS FOLLOWS:

BY ATTORNEY FOR THE PLAINTIFF: If it pleases the Court, I represent the Plaintiff in this action.

From the original records in my possession, and from the Complaint herein, and from examination of the records of the Office of the Register of Deeds for Horry County, I find that on April 26, 1983, Patricia A. White gave a Mortgage Note unto United States of America acting through the Rural Housing Service f/k/a Farmers Home Administration or successor agency, United States Department of Agriculture in the principal amount of Thirty-Nine Thousand Five Hundred And 00/100 (\$39,500.00) Dollars. This Note calls for repayment of the principal together with accrued interest at the rate of 10.750% percent per annum, in monthly installments of Three Hundred Sixty-Seven And 00/100 (\$367.00), commencing on August 26, 1983, until paid in full. The Note also contains provisions calling for the assessment of Attorney's Fees and Costs in the event of default and placement in the hands of an Attorney for collection.

The reverse side of the Note contains an Endorsement without recourse in favor of United States of America acting through the Rural Housing Service f/k/a Farmers Home Administration or successor agency, United States Department of Agriculture.

I would offer the original Mortgage Note into evidence as Plaintiff's Exhibit One.

MORTGAGE NOTE identified, offered and
received in evidence as Plaintiff's Exhibit One.

I have next in my possession, the original Mortgage given to secure that Mortgage Note just offered into evidence and containing terms identical thereto. This instrument was given by Patricia A. White, unto United States of America acting through the Rural Housing Service f/k/a Farmers Home Administration or successor agency, United States Department of Agriculture on April 26, 1983, and was recorded in the Office of the Register of Deeds for Horry County on April 26, 1983, in Mortgage Book 827 at Page 761. This instrument conveys the property more fully described in the Complaint.

The above referenced instrument constitutes a purchase money mortgage with the proceeds of the loan being used to purchase the property above described.

I would offer the original Mortgage into evidence as Plaintiff's Exhibit Two.

ORIGINAL MORTGAGE identified, offered and
received in evidence as Plaintiff's Exhibit Two

That the Defendant, Family Services f/k/a Family Services, Inc., is made a party by virtue of a Mortgage given by Patricia White, dated May 2, 2007, and recorded May 3, 2007, in Book 4896 at Page 869 in the amount of Five Thousand Eight Hundred Seventy-Five And 00/100 (\$ 5,875.00).

The Defendant Patricia A. White, who is the record titleholder(s) of the property sought to be foreclosed, failed and refused to make the monthly payments which became due on April 26, 2008. All subsequent payments are likewise in default. Demand has been made upon the Defendant(s) for payment of same and after demand, the payments remain in default. Upon default, the Plaintiff elected to exercise its option clearly contained in the Mortgage instruments to declare the entire remaining principal and interest due and payable. The principal balance due on the Note and Mortgage at the present time is Fifty-Two Thousand Three Hundred Four And 02/100 (\$52,304.02) Dollars. The Plaintiff has computed interest at the Contract rate of 10.750 percent per annum from March 26, 2008, which was the date of the last paid installment through October 06, 2009, and has determined this amount to be Eight Thousand Six Hundred Eleven And 16/100 (\$8,611.16) Dollars. The following is also due and owing on their account: Four Hundred and 00/100 (\$400.00) for BPO / Appraisal charges. The following is also due and owing on their account: One Thousand Two Hundred Forty-Three And 33/100 (\$1,243.33) for other charges. The following is also due and owing on their account: Thirty-Seven Thousand Three Hundred Twenty-Eight And 38/100 (\$37,328.38) for Subsidy Granted. The Plaintiff has computed the total late charges from the date of default through October 06, 2009, and has determined this amount to be Three Hundred Fifty-Nine And 89/100 (\$359.89). At this time the Plaintiff would direct the Court's Attention to the provisions of the Mortgage Note and Mortgage regarding the assessment of attorney's fees and costs and would show that it has expended the sum of Seven Hundred Eighty And 00/100 (\$780.00) by way of filing fees and service costs prior to the hearing. In addition, in view of the size of the mortgage debt and the complexity of the foreclosure action, the Plaintiff would request for its attorney the sum of Three Thousand Seven Hundred And 00/100 (\$3,700.00), as a reasonable attorney's fee pending final accounting of this case.

That the Plaintiff specifically waives its rights to a deficiency judgment in the event the sale of the real estate herein does not yield a sum sufficient to satisfy all indebtedness due to the Plaintiff, including costs and attorney fees.

Examination of the Public records of Horry County, contained in the Office of the Clerk of Court and Register of Deeds forward from the date of recording of that Mortgage sought to be foreclosed, up to and including the date and time of the filing of the Lis Pendens in this action reveals that no persons, firms or municipalities other than the parties to this action have any interest in, lien on or claim to this subject property by way of mortgage, judgment, assessment or otherwise.

The Plaintiff moves for foreclosure of its mortgage with equity of redemption barred, requesting that the proceeds of any public sale be disbursed in accordance with the prayer of the Plaintiff's Complaint and further in accordance with the law and the custom of this Court applicable thereto.

All taxes have been paid through the year 2008.

I have nothing further at this time, Your Honor.

REFERENCE ADJOURNED.

Korn Law Firm

BY: 

PETER D. KORN / JOHN S. KAY / DEAN HAYES

ALAN M. STEWART / H. GUYTON MURRELL

JOHN B. KELCHNER / SUZANNAH HAYES

MEREDITH S. LEE

Columbia, South Carolina
October 06, 2009

Notice of Sale
C/A No: 2009-CP-26-5057

BY VIRTUE OF A DECREE of the Court of Common Pleas for Horry County, South Carolina, heretofore issued in the case of United States of America acting through the Rural Housing Service f/k/a Farmers Home Administration or successor agency, United States Department of Agriculture against, Patricia A. White a/k/a Patricia Ann White and Family Services f/k/a Family Services, Inc., I the undersigned as Master in Equity for Horry County, will sell on January 4, 2010, at 11:00 a.m., at the Horry County Justice Center, 1301 2nd Ave., 3rd Floor in Conway, South Carolina, to the highest bidder:
Legal Description and Property Address:

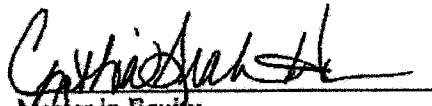
All and singular that certain piece , parcel or tract of land, situate, lying and being in Green Sea Township containing 0.7 acres as shown on a map by S.D. Cox Surveyors dated June 23, 1980 being specifically described as follows:

Beginning at an Iron N running N 59 degrees W 136.5 ' along S. C. Hwy 917; thence to the Top of Iron N running N 28 degrees 18' 20" E along the property of L. W. Paul; thence to an Iron N running S 59 degrees E 146.48' along property of L. W. Paul; thence to an Iron N running S 31 degrees 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 Company, Inc., dated April 26, 1983 and recorded April 26, 1983 in the Office of the Clerk of Court for Horry County, South Carolina in Deed Book 791 at Page 247.

3470 Highway 917 Loris, SC 29569
TMS # 037-00-01-160

TERMS OF SALE: For cash. Interest at the rate of Ten And 75/100 percent (10.75%) to be paid on balance of bid from date of sale to date of compliance. The purchaser to pay for papers and stamps, and that the successful bidder or bidders, other than the Plaintiff therein, do, upon the acceptance of his or her bid, deposit with the Master in Equity for Horry County a certified check or cash in the amount equal to five per cent (5%) of the amount of bid on said premises at the sale as evidence of good faith in bidding, and subject to any resale of said premises under Order of this Court; and in the event the said purchaser or purchasers fail to comply with the terms of sale within Twenty (20) days, the Master in Equity shall forthwith resell the said property, after the due notice and advertisement, and shall continue to sell the same each subsequent sales day until a purchaser, who shall comply with the terms of sale, shall be obtained, such sales to be made at the risk of the former purchaser. Since a personal or deficiency judgment is waived, the bidding will not remain open but compliance with the bid may be made immediately. If the Plaintiff or the Plaintiff's representative does not appear at the above-described sale, 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. Plaintiff may waive any of its rights, including its right to a deficiency judgment, prior to sale. Sold subject to taxes and assessments, existing easements and restrictions of record.


Master in Equity
For Horry County

Conway, South Carolina
December 22, 2009.
KORN LAW FIRM, P.A.
Attorney for Plaintiff

FILED
HORRY COUNTY
2009 DEC 28 PM 1:59
MELANIE HUGGINS-WARD
CLERK OF COURT

STATE OF SOUTH CAROLINA

COUNTY OF HORRY

United States of America acting through the
Rural Housing Service f/k/a Farmers Home
Administration or successor agency, United
States Department of Agriculture

PLAINTIFF,

vs.

Patricia A. White a/k/a Patricia Ann White and
Family Services f/k/a Family Services, Inc.,
DEFENDANT(S).

IN THE COURT OF COMMON PLEAS

SUPPLEMENTAL ORDER TO THE
MASTER'S ORDER AND JUDGMENT OF
FORECLOSURE AND SALE

(NON-JURY MORTGAGE FORECLOSURE)

C/A NO: 2009-CP-26-5057

DEFICIENCY WAIVED

F29-03295

On October 29, 2009, this Court issued the Master's Order and Judgment of Foreclosure and Sale, but the subject property was not sold. The Plaintiff now wishes to resume the foreclosure action. The Plaintiff has moved to supplement the Master's Order to reflect the adjustments in the debt figures since the Master's Order was issued.

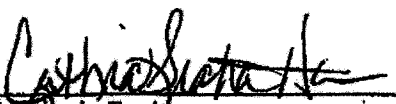
The Total Debt secured by Note and Mortgage, including interest to date shown on the Master's Order shall be supplemented to reflect the adjustments in the debt figures since the Master's Order was issued.

IT IS ORDERED that the Master's Order and Judgment of Foreclosure and Sale of October 29, 2009 is supplemented to show the following Total Debt figures:

(a)	Principal due as of 4/26/2008	\$ 52,304.02
(b)	Interest from 3/26/2008 through 10/11/2010 at 10.75%	\$ 14,310.85
(c)	Late charges	\$ 613.93
(d)	Corporate Advance	\$ 37,328.38
(e)	BPO/Appraisal	\$ 325.00
(f)	Other charges	\$ 1,663.52
(g)	Attorney fees	\$ 3,700.00
(h)	Pre-Hearing Costs	\$ 1,068.00
TOTAL DEBT		\$111,313.70

CLERK OF COURT
OCT 21 PM 4:05
ELANIE HUGHES-WARD

AND IT IS SO ORDERED.


Master in Equity
For Horry County

Conway, South Carolina
October 15, 2010.

PAID
25.00

Notice of Sale
C/A No: 2009-CP-26-5057

6/11
BY VIRTUE OF A DECREE of the Court of Common Pleas for Horry County, South Carolina, heretofore issued in the case of United States of America acting through the Rural Housing Service f/k/a Farmers Home Administration or successor agency, United States Department of Agriculture against, Patricia A. White a/k/a Patricia Ann White and Family Services f/k/a Family Services, Inc., the undersigned as Master in Equity for Horry County, will sell on November 1, 2010, at 11:00 a.m. o'clock, at the Horry County Justice Center, 1301 2nd Ave., 3rd Floor in Conway, South Carolina, to the highest bidder:

Legal Description and Property Address:

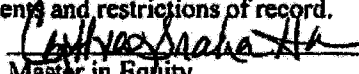
All and singular that certain piece, parcel or tract of land, situate, lying and being in Green Sea Township containing 0.7 acres as shown on a map by S.D. Cox Surveyors dated June 23, 1980 being specifically described as follows:

Beginning at an Iron N running N 59 degrees W 136.5' along S. C. Hwy 917; thence to the Top of Iron N running N 28 degrees 18' 20" E along the property of L. W. Paul; thence to an Iron N running S 59 degrees E 146.48' along property of L. W. Paul; thence to an Iron N running S 31 degrees 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 Company, Inc., dated April 26, 1983 and recorded April 26, 1983 in the Office of the Clerk of Court for Horry County, South Carolina in Deed Book 791 at Page 247.

3470 Highway 917 Loris, SC 29569
TMS#: 037-00-01-160

TERMS OF SALE: For cash. Interest at the rate of 10.75 % to be paid on balance of bid from date of sale to date of compliance. The purchaser to pay for papers and stamps, and that the successful bidder or bidders, other than the Plaintiff therein, do, upon the acceptance of his or her bid, deposit with the Master in Equity for Horry County a certified check or cash in the amount equal to five per cent (5%) of the amount of bid on said premises at the sale as evidence of good faith in bidding, and subject to any resale of said premises under Order of this Court; and in the event the said purchaser or purchasers fail to comply with the terms of sale within 30 days, the Master in Equity shall forthwith resell the said property, after the due notice and advertisement, and shall continue to sell the same each subsequent sales day until a purchaser, who shall comply with the terms of sale, shall be obtained, such sales to be made at the risk of the former purchaser. Since a personal or deficiency judgment is waived, the bidding will not remain open but compliance with the bid may be made immediately. If the Plaintiff or the Plaintiff's representative does not appear at the above-described sale, 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. Plaintiff may waive any of its rights, including its right to a deficiency judgment, prior to sale. Sold subject to taxes and assessments, existing easements and restrictions of record.


Master in Equity
For Horry County

KORN LAW FIRM, P.A.
Attorney for Plaintiff
1300 Pickens Street
Columbia, SC 29211

OCT 21 PM 4:05
CLERK OF COURT
COUNTY

UNITED STATES DEPARTMENT OF AGRICULTURE
RURAL DEVELOPMENT

AFFIDAVIT OF PROOF STATEMENT OF ACCOUNT AS TO:

0903295

Borrower's Name(s): Patricia A White
RD Loan Number(s): 6272226

STATE OF MISSOURI
COUNTY OF ST LOUIS

Personally appeared before me the undersigned authority, Kathy Dawe, Foreclosure Representative, Rural Development (RD) who upon oath deposes and says that she is an employee of the United States Department of Agriculture, an agency of the United States of America, and further states as follows:

1. That affiant is the RD Officer charged with legal custody of the accelerated RD loan file.
2. That affiant has personally reviewed Patricia A White borrower Rural Development's accelerated RD loan account and file, and according to the records maintained and kept in this office, the borrower(s) as of October 11, 2010, owe(s) the unpaid balance of \$108,253.70 which includes principal, interest accrued to date and other pending fees and charges to the account as provided by the loan instruments and applicable law. Interest continues to accrue at the rate of \$15.40 per day as provided by the loan instruments. The payment is due the 26th of every month and is currently delinquent for April 26, 2008 through October 11, 2010.
3. The account is delinquent as of October 11, 2010 in the amount of \$25,737.18.
4. (i) The Note(s) and Mortgage(s) are not owned, securitized or guaranteed by Federal National Mortgage Association (Fannie Mae) or Federal Home Loan Mortgage Corporation (Freddie Mac); (ii) RD is not a servicer participating in the Home Affordable Modification Program (HMP); and (iii) the Note(s) and Mortgage(s) are not subject to modification under the HMP.

Breakdown of the unpaid balance:

Loan Number	6272226
Principal Balance	\$ 52,304.02
Interest	\$ 14,310.85
Total Subsidy Granted	\$ 37,328.38
Escrow	\$ 0.00
Late Charges	\$ 613.93
Fees Assessed	\$ 3,371.52
Appraisal Costs	\$ 325.00
Escrow Credits	\$ 0.00
TOTAL	\$ 108,253.70

CLERK OF COURT
JANE HUGGINS-WARD
OCT 21 PM 4:05
ST. LOUIS COUNTY

Affiant has personal knowledge of the above-stated facts, is competent to testify to same, and declares that the foregoing is true and correct.

Kathy Dawe

Kathy Dawe
Foreclosure Representative
St. Louis, MO
Rural Development
United States Department of Agriculture

Sworn to and subscribed before me this 10th day of September 2010

Doris Mayfield
Notary Public for Missouri
My commission Expires: 05-2012



STATE OF SOUTH CAROLINA
COUNTY OF HORRY

United States of America acting through the Rural
Housing Service f/k/a Farmers Home
Administration or successor agency, United States
Department of Agriculture
PLAINTIFF,
vs.

Patricia A. White a/k/a Patricia Ann White and
Family Services f/k/a Family Services, Inc.,
DEFENDANT(S).

IN THE COURT OF COMMON PLEAS

AFFIDAVIT

(NON-JURY MORTGAGE FORECLOSURE)

C/A NO: 2009-CP-26-5057

DEFICIENCY WAIVED

F29-03295

PERSONALLY APPEARED BEFORE ME, Alan M. Stewart, Esquire, who, being first duly sworn, deposes and states that he is a member of the Korn Law Firm, P.A., and that he represents the plaintiff in the following foreclosure action:

United States of America acting through the Rural Housing Service f/k/a Farmers Home Administration or successor agency, United States Department of Agriculture vs. Patricia A. White a/k/a Patricia Ann White and Family Services f/k/a Family Services, Inc. Since the inception of this action, his office has assumed responsibility for the institution of this action and has searched and updated the title on the subject property from the date the current owner received the property or the date the mortgage was executed to the date of the filing of the Lis Pendens. He has been responsible for the preparation of the following pleadings:

1. Lis Pendens
2. Summons and Complaint
3. Affidavit of Default
4. Order of Reference
5. Notice of Hearing
6. Proposed Final Decree
7. Notice of Sale
8. Transcript of Testimony
9. Other documents as applicable pertaining to service and finalization of the action

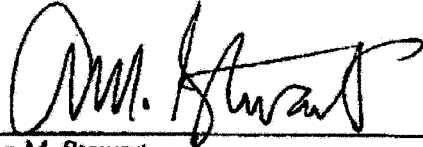
Additionally, he has arranged for service of process on the defendant(s) and has scheduled and attended the hearing in this matter; has provided reinstatement figures to the primary defendant, if requested, and has had phone conversations with the defendant, if requested.

Future duties include forwarding copies of the Decree to the defendant, advising the defendant of the date that the property will be sold; arranging and coordinating the amount to be bid by plaintiff; representation of the plaintiff at the sale; and preparation of a Report on Sale and Order Confirming Sale, Deed and any other documents that may be necessary in this particular action.

OCT 21 PM 4:05
CLARE PUGH-SWARD
CLERK OF COURT

COUNTY

The total debt is \$107613.70, which does not include attorney fees. In light of the potential liabilities inherent in a property matter, the attendant responsibilities, and the size of the mortgage debt, we believe a reasonable attorney's fee would be three thousand seven hundred and 00/100 (\$3,700.00). Plaintiff's attorney has over twenty-five years experience in the area of mortgage foreclosure, has prosecuted more than 8,000 mortgage foreclosure actions on a statewide basis. The attorneys in the firm are members of the Mortgage Bankers of the Carolinas, the U.S. Foreclosure Network and the Commercial Law League of America



Alan M. Stewart
Attorney for Plaintiff

SWORN TO AND SUBSCRIBED before me
this 13 day of September, 2010.



NOTARY PUBLIC FOR SOUTH CAROLINA
My commission expires: 10-02-2013

**STATE OF SOUTH CAROLINA
IN THE COURT OF APPEALS**

**APPEAL FROM HORRY COUNTY
ALAN D. CLEMMONS, MASTER-IN-EQUITY**

**Appellate Case No. 2023-001419
Lower Court Case No. 2021-CP-26-00144**

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

v.

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

CERTIFICATE OF COUNSEL

Undersigned counsel certifies that the Record on Appeal contains all material proposed to
be included by any of the parties and not any other material, pursuant to Rule 210(g), SCACR.

HARRELL, MARTIN & PEACE, P.A.

s/ Taylor A. Peace

Taylor A. Peace

Jamie Anna Weller

135 Columbia Avenue

Chapin, South Carolina 29036

Phone: (803) 345-3353

tpeace@hmp-law.com

jweller@hmp-law.com

Attorneys for Appellant United

States of America acting through the

Rural Housing Service or successor agency,

United States Department of Agriculture

March 7, 2024

HMP HARRELL, MARTIN
& PEACE, P.A.
ATTORNEYS AT LAW

L.K. "Trey" Harrell, III
Jeremy C. Martin
M. Alan Peace **
Taylor A. Peace
Erik T. Norton
Jamie Anna Weller
George "Mick" Lusk, III

Robert W. Dibble, Jr. *
William Jennings (Bill) Buchanan *
Donald W. Tyler *
Thomas B. Jackson, III **

*Of Counsel
**Certified Mediator/Arbitrator

March 7, 2024

The Honorable Jenny Abbott Kitchings
South Carolina Court of Appeals
Post Office Box 11629
Columbia, South Carolina 29211

RECEIVED
Mar 08 2024
SC Court of Appeals

Re: United States of America, acting through the Rural Housing Service or successor
agency, United States Department of Agriculture v. Patricia A. White, et al.
Case No. 2023-001419
Our File Number: 2518.28553/TAP

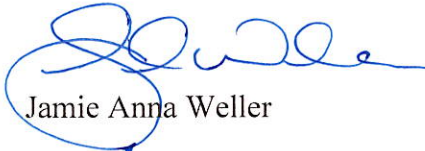
Dear Ms. Kitchings:

Enclosed please find one (1) bound copy of the Record on Appeal pursuant to my
conversation with your office, a copy of which has also been submitted through the eFiling system.

Thank you for your time and attention in this matter. If you have any questions, please do
not hesitate to contact our office at the phone number below.

Sincerely,

HARRELL, MARTIN & PEACE, P.A.


Jamie Anna Weller

Enclosure