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THE STATE OF SOUTH CAROLINA  
IN THE COURT OF APPEALS

Appeal from Charleston County  
Court of Common Pleas

RECEIVED

Roger M. Young, Sr., Circuit Court Judge AUG 02 2013

SC Court of Appeals

Case No. 2010-CP-10-9672

Hayden Jeffords, individually, and on behalf of All Others Similarly Situated, Titus Gudel, Harold S. McEwan, D. Everett Walker, Paul Kane, Jeanne Debosh, Margarita Staudt, Leslie Anne O'Neal, Trivette C. Hatcher, William Scanlon, Delia Scanlon, Christy C. Parish, Joseph LaDue, Deborah LaDue, Pamela Snyder, Steven Goldberg, Brent McClaine, Brian Rasmussen, McKenzie Hutaff, Brian Kavanagh, Lynn Harris, and Kenneth A. Brown, Plaintiffs,

Of Whom Harold S. McEwan, William Scanlon, Delia Scanlon, Steven Goldberg, Brent McClaine, McKenzie Hutaff, Lynn Harris, and Kenneth A. Brown are the Secondary Appellants,

And

Of Whom John Zohlen, Mary Zohlen, Leslie Anne O'Neal, and Trivette C. Hatcher are the Respondents.

v.

East Bridge Town Lofts, LLC, a/k/a East Bridge, LLC, a/k/a East Ridge Homes, LLC a/k/a East Bridge Lofts, LLC; Central 3, LLC; Creekstone East Bridge, LLC; Creekstone SC I, LLC; Alexandra Road Investors, LLC; Creekstone Management, LLC; Creekstone Management, Inc.; Donald K. Henry; Everett Jackson; Steve Keller; Edward Michael Washburn; Kevin Ball; East Coast Carpentry a/k/a ECC Contracting, LLC; Fuller Drywall & Paint, Ltd.; Delta Mechanical, Inc. a/k/a Carolina Delta Mechanical; Wasson Electric Heating & Air; Bay Club Homes, LLC; Terracon Consultants, Inc.; Salvador Rubalcaba d/b/a Rubalcaba Construction, Defendants,

Of Whom East Bridge Town Lofts, LLC, a/k/a East Bridge, LLC, a/k/a East Ridge Homes, LLC, a/k/a East Bridge Lofts, LLC; Central 3, LLC; Creekstone East Bridge, LLC; Creekstone SC I, LLC; Alexandra Road Investors, LLC; Creekstone Management, LLC; Creekstone Management, Inc.; Donald K. Henry; Everett Jackson; Steve Keller; Edward Michael Washburn; and Kevin Ball are the Primary Appellants,

v.

East Bridge Lofts, LLC; Central 3, LLC; Creekstone Eastbridge, LLC; and Creekstone SC I, LLC; Alexandra Road Investors, LLC; Creekstone Management, LLC; Donald K. Henry; Everett Jackson; Steve Keller; Edward Michael Washburn; Kevin Ball; and Bay Club Homes, LLC; Third-Party Plaintiffs,

v.

Robert Wasson and Barbara Wasson, individually and d/b/a Wasson Electric Heating & Air; and Charleston Chimney Services, Inc., Third-Party Defendants.

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**MOTION TO DISMISS CERTAIN PARTIES,  
WITH REQUEST FOR BRIEFING TO BE STAYED OR OTHERWISE HELD IN  
ABEYANCE PENDING ACTION ON MOTION**

---

YOUNG CLEMENT RIVERS, LLP  
Edward D. Buckley, Jr.  
Russell G. Hines  
P.O. Box 993  
Charleston, SC 29402  
(843) 577-4000

*-and-*

JUSTIN O'TOOLE LUCEY, P.A.  
Justin O'Toole Lucey  
Joshua F. Evans  
P.O. Box 806  
Mount Pleasant, SC 29465  
(843) 849-8400

*Attorneys for Respondents John Zohlen,  
Mary Zohlen, Leslie Anne O'Neal, and  
Trivette C. Hatcher*

TO: THE HONORABLE JUDGES OF THE SOUTH CAROLINA COURT OF APPEALS

COME NOW the Respondents, John Zohlen, Mary Zohlen, Leslie Anne O'Neal, and Trivette C. Hatcher (hereinafter, the "Respondents"), by and through their undersigned counsel,<sup>1</sup> pursuant to Rules 201 and 240, SCACR, and any other applicable authority, and, upon the following grounds, respectfully move this Honorable Court for an order dismissing Secondary Appellants **Harold S. McEwan, McKenzie Hutaff, and Kenneth A. Brown** from this appeal.

1. The underlying case is a defective construction/defective condo conversion case relating to property known as East Bridge Town Lofts (hereinafter, the "Subject Property").

2. Currently, the following parties are identified as Secondary Appellants represented by John C. Hayes, IV, Esquire, Hayes Law Firm, LLC; I. Keith McCarty, Esquire, McCarty Law Firm, LLC; and Michael S. Seekings, Esquire, Leath, Bouch & Seekings, LLP: **Harold S. McEwan, McKenzie Hutaff, and Kenneth A. Brown** (hereinafter, these parties will be collectively referred to as the "Parties to be Dismissed").

3. As evidenced by the attached **Exhibit A**, which exhibit is incorporated herein by reference, **Harold S. McEwan** no longer owns a condominium unit at the

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<sup>1</sup> Pursuant to this Court's order filed July 2, 2013, the undersigned are also counsel for Hayden Jeffords, D. Everett Walker, Paul Kane, Jeanne Debosh, Margarita Staudt, Christy C. Parish, Joseph LaDue, Deborah LaDue, Pamela Snyder, Brian Rasmussen, and Brian Kavanagh, all of whom are identified as Plaintiffs in the above caption, but all of whom are no longer participating in this appeal, because they were dismissed and/or withdrawn from this appeal by the aforementioned order.

Subject Property. McEwan's unit was foreclosed upon on or about May 30, 2012, and a Master's Sale divested McEwan of ownership on or about August 13, 2012.

4. As evidenced by the attached **Exhibit B**, which exhibit is incorporated herein by reference, **McKenzie Hutaff** no longer owns a condominium unit at the Subject Property. Hutaff's unit was foreclosed upon on or about February 8, 2013, and a Master's Sale divested Hutaff of ownership on or about April 12, 2013.

5. As evidenced by the attached **Exhibit C**, which exhibit is incorporated herein by reference, **Kenneth A. Brown** does not own a condominium unit at the Subject Property; rather, the unit is owned by Jackie P. Brown.

6. "Only a person aggrieved by a ruling may appeal." Burns v. Gardner, 328 S.C. 608, 617, 493 S.E.2d 356, 361 (Ct. App. 1997) (citing S.C. Code § 18-1-30 ("Any party aggrieved may appeal in the cases prescribed in this Title."); Rule 201(b), SCACR ("Only a party aggrieved by an order, judgment, or sentence may appeal.")). "A person is 'aggrieved by the judgment or decree when it operates on his rights of property or bears directly upon his interest, the word aggrieved referring to a substantial grievance, a denial of some personal or property right or the imposition on a party of a burden or obligation.'" Id. (quoting Bivens v. Knight, 254 S.C. 10, 13, 173 S.E.2d 150, 152 (1970)).

7. The appellate court has a "duty to reject an appeal that is prosecuted by a party who is not aggrieved in a legal sense by the judgment of the trial court." Cisson v. McWhorter, 255 S.C. 174, 178, 177 S.E.2d 603, 605 (1970). "[L]imiting appellate review to those who have been aggrieved by the judgment below is . . . a wise and well reasoned requirement, as our [appellate] court[s] [are] concerned with correcting errors

that have practically wronged the appealing party. Id. at 177-78, 177 S.E.2d at 605. Even where a party has an interest giving the party a right of appeal, if that interest is divested pending the appeal, the appeal is properly dismissed. Johnson v. Johnson Brandon Corp., 221 S.C. 160, 164, 69 S.E.2d 594, 595 (1952).

8. Here, it has come to the Respondents' attention that none of the Parties to be Dismissed actually owns a condominium unit at the Subject Property. The Parties to be Dismissed are not—or are no longer—aggrieved by any ruling on appeal, because the appeal relates solely to property in which they have no legal interest. *Cf. McLeod v. Baptiste*, 315 S.C. 246, 247, 433 S.E.2d 834, 835 (1993) (“grantor lacks standing to enforce a covenant against a remote grantee when the grantor no longer owns real property which would benefit from the enforcement of that restrictive covenant”); *Shaw v. Hardy*, 270 S.C. 298, 300, 241 S.E.2d 906, 907 (1978) (“Having parted with any interest in, or claim to, this property and there being no showing of his having reacquired any interest in it, Hardy was neither a necessary nor proper party defendant . . . .”). Because the Parties to be Dismissed are not aggrieved by any ruling on appeal, and the result of the Secondary Appellants' appeal is of no consequence to those parties, any interest they had in the Secondary Appellant's appeal has been divested, and, based upon the authorities above-cited, the Secondary Appellants' appeal is properly dismissed as to those parties.

WHEREFORE, the Respondents now move this Court for an order dismissing Secondary Appellants **Harold S. McEwan, McKenzie Hutaff, and Kenneth A. Brown**

from this appeal. The Respondents ask that the Parties to be Dismissed be removed from the caption of this appeal.<sup>2</sup>

Also, the undersigned, on behalf of the Respondents, would ask that the briefing on this appeal (including the appeals taken by the Primary and Secondary Appellants) be stayed or otherwise held in abeyance pending the Court's action on this motion to dismiss, because the Court's action on this petition will have a direct and material impact on whom the adverse parties to this appeal actually are.<sup>3 4</sup> To the extent that this motion does not automatically stay the time for briefing, the Respondents move for an extension of 30 days' time from August 1, 2013 (i.e., through September 3, 2013), to file/serve their responsive briefs to the briefs filed by the Primary and Secondary Appellants. In light of the issues involved in this case, the two groups of appellants, and other demands upon the time of the Respondents' counsel, the extension requested will be of considerable benefit to counsel in briefing the issues for this Court's consideration. Under the circumstances, the undersigned believe that the requested extension is in the interests of justice and do not believe that the requested extension will work any undue prejudice upon any other party to this appeal.

**<SIGNED ON THE FOLLOWING PAGE>**

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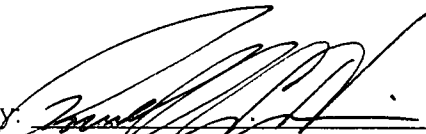
<sup>2</sup>After dismissal of the Parties to be Dismissed, there would only be five (5) remaining Secondary Appellants: William and Delia Scanlon, Steven Goldberg, Brent McClaine, and Lynn Harris.

<sup>3</sup> By way of further support for this ancillary relief, the undersigned note that, by rule (Rule 240(b)), a motion to dismiss automatically stays the time for perfecting the appeal.

<sup>4</sup> Counsel recognize that Rule 240(c) provides that motions or petitions are to be filed with a supporting memorandum. In this instance, counsel believe that a full explanation of the motion is contained herein such that a separate memorandum would serve no useful purpose. Of course, to the extent that the Court does not agree with this assessment regarding the need for a separate supporting memorandum, counsel will

Respectfully submitted,

YOUNG CLEMENT RIVERS, LLP

By:   
Edward D. Buckley, Jr.  
Russell G. Hines  
25 Calhoun Street, Suite 400  
Charleston, SC 29401  
(843) 577-4000

*-and-*

JUSTIN O'TOOLE LUCEY, P.A.  
Justin O'Toole Lucey  
Joshua F. Evans  
P.O. Box 806  
Mount Pleasant, SC 29465  
(843) 849-8400

*Attorneys for Respondents John Zohlen,  
Mary Zohlen, Leslie Anne O'Neal, and  
Trivette C. Hatcher*

Charleston, South Carolina

Dated: 7/31/13

---

gladly provide the Court with any other or further briefing/material as the Court may direct.



BP0273210

**MASTER'S DEED**

STATE OF SOUTH CAROLINA	)	
	)	FORECLOSURE
COUNTY OF CHARLESTON	)	

To all whom these Presents shall concern:

I, Mikell R. Scarborough, as Master in Equity for Charleston County, in the said State, send Greetings:

WHEREAS, in an action in the Court of Common Pleas in Charleston County between Cenlar, FSB as plaintiff and Harold S. McEwan a/k/a H. Scott McEwan, et al. as defendant(s), Case No. 12-CP-10-0268, by an Order dated on May 30, 2012, it was decreed that the property hereinafter described should be sold by the Master in Equity for Charleston County on the terms and for the purposes mentioned in the order(s) granted in the case as by reference thereto will appear.

NOW THEREFORE KNOW ALL MEN, That I, the undersigned, as Master in Equity for Charleston County, pursuant to the foregoing and in consideration of the sum of Seventy-Five Thousand Dollars and No Cents (\$75,000.00) as paid by the hereinafter named Grantee, the receipt whereof is hereby acknowledged, have granted, bargained, sold, and released, and by these presents do grant and release unto the below named Grantee, its successors and assigns:

Federal Home Loan Mortgage Corporation,  
1410 Spring Hill Road, Mail Stop 754  
McLean, Virginia 22101-3002

All that certain unit or apartment, lying, being and situate in the County of Charleston, State of South Carolina, designated as Unit 3, Building 273 East Bridge Lofts Horizontal Property Regime established by Master Deed dated February 7, 2005 and recorded February 7, 2005 in the RMC Office for Charleston County in Book W524 at Page 638, and all Exhibits thereto, as amended.

Together with an undivided percentage interest in the common elements described in said Master Deed and the rights to any limited common elements assigned to said unit by said Master Deed.

This being the same property conveyed to Harold S. McEwan a/k/a H. Scott McEwan by deed of East Bridge Lofts, LLC, dated June 8, 2005 and recorded June 9, 2005 in Book D540 at Page 701 in the Office of the Register of Mesne Conveyance for Charleston County.

TMS# 5141300334

0951-033

Exhibit A

TOGETHER with all and singular the hereditaments, rights, members, and appurtenances whatsoever to the said property belonging or in any wise incident or appertaining, and the reversions and remainders, rents, issues, and profits thereof, and also any estate, right, title, interest, dower, possession, benefit, claim, or demand therein whatsoever of all parties to the said suit and of all other persons who might rightfully claim the same or any part thereof, by, from, or under them, or either of them;

TO HAVE AND TO HOLD the said property, with its hereditaments, privileges, and appurtenances, unto the said grantee, his/her/its/their heirs/successors and assigns for their own use, benefit, and behoof, forever.

IN WITNESS WHEREOF, I, the undersigned, as Master in Equity for Charleston County, under and by virtue of the said order(s), have hereunto set my Hand and Seal the 13 day of August, 2012.

SIGNED, SEALED, AND DELIVERED )  
in the Presence of: )

Shnette Walters  
Witness

January E. Steele  
Witness

Mikell R. Scarborough (L.S.)  
Master in Equity for Charleston County

STATE OF SOUTH CAROLINA )  
 )  
COUNTY OF CHARLESTON )

I, January E. Orsale, do hereby certify that Mikell R. Scarborough, as Master in Equity for Charleston County, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal this the 13 day of August, 2012.

January E. Orsale  
Notary Public for South Carolina  
My Commission expires: 10/31/2021

Index by: Mikell R. Scarborough, Master in Equity for Charleston County

Titleholders(s) at filing of Lis Pendens: Harold S. McEwan a/k/a H. Scott McEwan

STATE OF SOUTH CAROLINA

AFFIDAVIT

COUNTY OF LEXINGTON

PERSONALLY appeared before me the undersigned, who being duly sworn, deposes and says:

1. Deed to property located at 273 Alexandra Drive, Unit #3, Mt. Pleasant, SC 29464, TMS# 5141300334, was executed by Mikell R. Scarborough, Master in Equity, to Federal Home Loan Mortgage Corporation on August 13, 2012

The above transaction is exempt, or partially exempt, from the recording fee as set forth in S.C. code Ann. Section 12-24-10 et. seq. because the deed is:

#3. Otherwise exempted under the laws and Constitution of this State or of the United States.

I further understand that a person required to furnish this affidavit who willfully furnishes a false or fraudulent affidavit is guilty of a misdemeanor and, upon conviction, must be fined not more than one thousand dollars or imprisoned not more than one year or both.

Transfer fee exemption #3, 12-24-40(3), and 12 USCA 1452

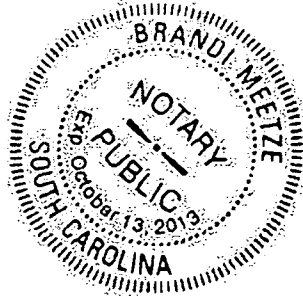
*[Handwritten Signature]*

Rogers Townsend & Thomas, PC  
ATTORNEYS FOR PLAINTIFF

- |                                       |                                    |
|---------------------------------------|------------------------------------|
| Samuel C. Waters (SC Bar #5958)       | Cheryl H. Fisher (SC Bar #15213)   |
| Reginald P. Corley (SC Bar #69453)    | Jennifer W. Rubin (SC Bar #16727)  |
| Ellie C. Floyd (SC Bar #68635)        | Michael P. Morris (SC Bar #73560)  |
| Eve Moredock Stacey (SC Bar #5300)    | Mary R. Powers (SC Bar #16534)     |
| Robert P. Davis (SC Bar #74030)       | William S. Koehler (SC Bar #74935) |
| Vance L. Brabham, III (SC Bar #71250) | Jaclynn B. Goings (SC Bar #77501)  |
| Andrew W. Montgomery (SC Bar #79893)  | Andrew A. Powell (SC Bar #100210)  |
| 220 Executive Center Drive            | Post Office Box 100200 (29202)     |
| Columbia, SC 29210                    | (803) 744-4444                     |

Sworn to before me this 22 day of August, 2012.

*[Handwritten Signature]*  
(Signature)  
\_\_\_\_\_  
(Printed Name)

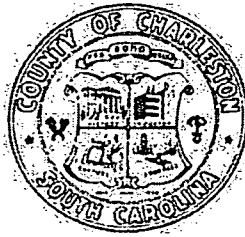


Notary Public for South Carolina  
My Commission Expires: \_\_\_\_\_

(006951-00633)

Exhibit A

# RECORDER'S PAGE



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 ROGERS TOWNSEND & THOMAS  
 PO BOX 100200  
 COLUMBIA SC 29202-9250

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Charlie Lybrand, Register Charleston County, SC		

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*CMY*

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 MCEWAN HAROLD S AL

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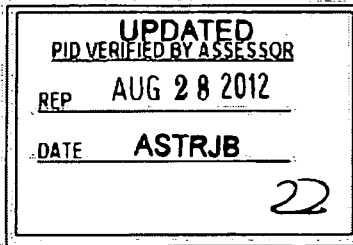
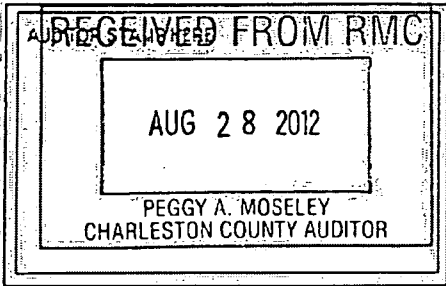
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Chattel	\$
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STATE OF SOUTH CAROLINA

COUNTY OF CHARLESTON

Cenlar, FSB,

Plaintiff,

v.

Harold S. McEwan a/k/a H. Scott McEwan; East  
Bridge Lofts Property Owners Association, Inc.;

Defendant(s).

IN THE COURT OF COMMON PLEAS

DOCKET NO. 12-CP-10-0268

MASTER'S ORDER OF SALE AND  
DISBURSEMENT  
Deficiency Judgment Waived

2012 AUG 17 AM 11:47  
JULIA ABRISTRONG  
CLERK OF COURT

FILED

(006951-00633)

UNDER AUTHORITY of a Decree herein dated May 30, 2012, I offered for sale, to the highest bidder for cash, at public auction on August 7, 2012, the premises subjected to this suit, and I received a high bid of \$75,000.00, from Plaintiff, and I executed and delivered a Master's deed to Federal Home Loan Mortgage Corporation, and I have disbursed the funds as follows:

CONSIDERATION	\$75,000.00
DEPOSIT (ORDER OF REFERENCE)	\$125.00
RECEIVED BY MASTER	\$1,525.20
TOTAL RECEIVED BY MASTER	\$1,650.20
DISBURSEMENTS	
MASTER'S FEES	\$100.00
NEWSPAPER ADVERTISEMENT	\$775.20
COUNTY COMMISSION	\$750.00
MASTER'S DEED	\$25.00
TOTAL OF MASTER'S COSTS	\$1,650.20

All the funds having been disbursed, I hereby ORDER the sale confirmed and the foreclosure case ended. The undersigned will retain jurisdiction to do all necessary acts incident to this foreclosure including, but not limited to, the issuance of a Writ of Assistance in accordance with the Order of Reference.

Mikell R. Scarborough  
Master in Equity

August 13, 2012  
Charleston, SC

Exhibit A



BP0327161

RMC BK 0327 Pg 161 : pg 1 \*

**MASTER'S DEED**

STATE OF SOUTH CAROLINA )  
 ) (Foreclosure)  
COUNTY OF CHARLESTON )

To all whom these Presents shall concern:

I, Mikell R. Scarborough, as Master in Equity for Charleston County, in the said State, send Greetings:

WHEREAS, in an action in the Court of Common Pleas in Charleston County between JP MORGAN CHASE BANK, NATIONAL ASSOCIATION, as plaintiff(s) and McKENZIE F. HUTAFF, et al., as Defendant(s), Case No. 2012-CP-10-0410, by an Order dated on February 8th, 2013, it was decreed that the property hereinafter described should be sold by the Master in Equity for Charleston County on the terms and for the purposes mentioned in the order(s) granted in the case as by reference thereto will appear.

NOW THEREFORE KNOW ALL MEN, That I, the undersigned, as Master in Equity for Charleston County, pursuant to the foregoing and in consideration of the sum of Eighty Four Thousand and no/100 (\$84,000.00) Dollars as paid by the hereinafter named grantee, the receipt whereof is hereby acknowledged, have granted, bargained, sold, and released, and by these presents do grant and release unto the grantee, **PALMETTO HOME INVESTMENTS, LLC, 450 Meeting Street, Charleston, South Carolina, 29403**, the following described property:

ALL that certain Unit 3, Building 274, EAST BRIDGE LOFTS HORIZONTAL PROPERTY REGIME established by Master Deed dated February 7, 2005 in the RMC Office for Charleston County in Book W-524 at page 638; and all Exhibits thereto, as amended. Together with an undivided percentage interest in the common elements described in said Master Deed and the rights to any limited common elements assigned to said Unit 3 by said Master Deed.

BEING the same property conveyed to McKenzie F. Hutaff by Deed of Kurt P. Rath and Margaret A. Rath dated September 9, 2005 and recorded on September 12, 2005 in Book D-553 at page 483 in the Office of the RMC for Charleston County.

TMS # 514-13-00-350

TOGETHER with all and singular the hereditaments, rights, members, and appurtenances whatsoever to the said property belonging or in any wise incident or appertaining, and the reversions and remainders, rents, issues, and profits thereof, and also any estate, right, title, interest, dower, possession, benefit, claim, or demand therein whatsoever of all parties to the said

Weeks & Irvine, LLC  
8086 Rivers Avenue  
2nd Floor  
North Charleston, SC 29405  
13-212276 Palmetto Home 4/13

**Exhibit B**

suit and of all other persons who might rightfully claim the same or any part thereof, by, from, or under them, or either of them;

TO HAVE AND TO HOLD the said property, with its hereditaments, privileges, and appurtenances, unto the said grantee, his/her/its/their heirs/successors and assigns for their own use, benefit, and behoof, forever.

IN WITNESS WHEREOF, I, the undersigned, as Master in Equity for Charleston County, under and by virtue of the said order(s), have hereunto set my Hand and Seal the 12th day of April, in the year of our Lord two thousand thirteen, and in the two hundred and thirty-sixth year of the Sovereignty and Independence of the United States of America.

SIGNED, SEALED, AND DELIVERED )  
in the Presence of: )

Shnette Weather

Witness

January E. O'neale

Witness

Mikell R. Scarborough (L.S.)  
Mikell R. Scarborough, Master in Equity  
for Charleston County

STATE OF SOUTH CAROLINA )

COUNTY OF CHARLESTON )

I, January E. O'neale, do hereby certify that Mikell R. Scarborough, as Master in Equity for Charleston County, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal this the 12th day of April, 2013.

January E. O'neale  
Notary Public for South Carolina  
My commission expires: 10-31-2021

STATE OF SOUTH CAROLINA )  
 )  
COUNTY OF CHARLESTON )

Date of Transfer of Title  
AFFIDAVIT April 4, 2013

RMC BK 0327 Pg 161 : Pg 3 \*

PERSONALLY appeared before me the undersigned, who being duly sworn, deposes and says:

1. I have read the information on this Affidavit and I understand such information.
2. The property is being transferred by Mikell Scarborough, MIE for Charleston County TO Palmetto Home Investments, LLC ON 04/04/13.
3. Check one of the following: The deed is:  
(a)  subject to the deed recording fee as a transfer for consideration paid or to be paid in money or money's worth.  
(b)  subject to the deed recording fee as a transfer between a corporation, a partnership or other entity and a stockholder, partner, or owner of the entity, or is a transfer to a trust or as a distribution to a trust beneficiary.  
(c)  EXEMPT from the deed recording fee because (Exemption n/a ) (Explanation, if required: n/a If exempt, please skip items 4-6 and go to Item #7 of this affidavit.
4. Check one of the following if either item 3(a) or item 3(b) above has been checked.  
(a)  The fee is computed on the consideration paid or to be paid in money or money's worth in the amount of \$84,000.00  
(b)  The fee is computed on the fair market value of the realty, which is n/a  
(c)  The fee is computed on the fair market value of the realty as established for property tax purposes which is n/a
5. Check YES  or NO  to the following: A lien or encumbrance existed on the land, tenement or realty before the transfer and remained on the land, tenement or realty after the transfer. If "YES", the amount of the outstanding balance of this lien or encumbrance is n/a.
6. The DEED Recording Fee is computed as follows:  
(a) \$84,000.00 the amount listed in Item #4 above  
(b) 0.00 the amount listed on Item #5 above (no amount, please zero)  
(c) \$84,000.00 subtract Line 6(b) from Line 6(a) and place the result here.
7. As required by Code Section 12-24-70, I state that I am a responsible person who was connected with the transaction as closing attorney.
8. I understand that a person required to furnish this affidavit who willfully furnishes a false or fraudulent affidavit is guilty of a misdemeanor and, upon conviction, must be fined not more than one thousand dollars or imprisoned not more than one year or both.

\_\_\_\_\_  
Grantor, Grantee or Legal Representative  
Connected with this Transaction

Mark W. Weeks or Robert L. Irvine, III  
Joe Hand or Raymond W. Smith or Marshall Milligan  
Print or Type Name Here

SWORN to before me this

04/04/13

[Signature]  
Notary Public for South Carolina

My Commission expires: 04/24/22

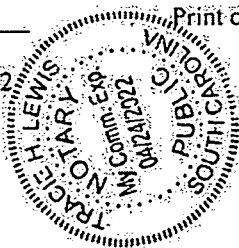


Exhibit B

# RECORDER'S PAGE



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 HUTAFF MCKENZIE F

Note:

RECIPIENT:  
 PALMETTO HOME INV

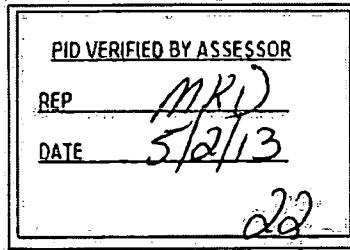
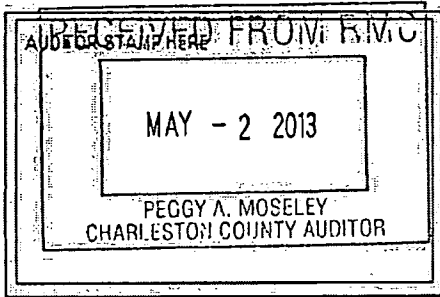
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Recording Fee	\$ 10.00
State Fee	\$ 218.40
County Fee	\$ 92.40
Extra Pages	\$
Postage	\$
Chattel	\$
<b>TOTAL</b>	<b>\$ 320.80</b>

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STATE OF SOUTH CAROLINA

COUNTY OF CHARLESTON

JPMorgan Chase Bank, National Association,

PLAINTIFF,

vs.

Mckenzie F. Hutaff, Branch Banking and Trust Company, and East Bridge Lofts Property Owners Association, Inc.,

DEFENDANTS.

IN THE COURT OF COMMON PLEAS

MASTER'S ORDER AND  
JUDGMENT OF FORECLOSURE AND  
SALE

(NON-JURY MORTGAGE  
FORECLOSURE)

C/A NO: 2012-CP-10-00410

DEFICIENCY WAIVED

F11-03680

TO:

Korn Law Firm, P.A.  
Attorney for Plaintiff

Matthew D. Hamrick, Esq.  
Attorney for Mckenzie F. Hutaff

John Dodds, Esq.  
Attorney for East Bridge Lofts Property Owners  
Association, Inc.

BY  
JULIE J. ARMSTRONG  
CLERK OF COURT  
2013 FEB - 8 AM 9:11  
FILED

The loan is not subject to the Supreme Court of South Carolina's Administrative Order (Order No. 2011-05-02-01) because the subject property is not an owner-occupied dwelling as defined in Paragraph A.(3) of said Order.

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 January 20, 2012.
2. The Summons and Complaint were filed on January 20, 2012.
3. Service was made upon the Defendant(s) named in this Report as is shown by the Proof(s) of Service filed herein.
4. That the Defendant Branch Banking and Trust Company is in default as shown by Affidavit on file herein.
5. The Defendants and/or all attorneys of record were notified of the time, date, and place of the hearing in this matter.

Exhibit B

6. 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.

7. For value received, McKenzie F. Hutaff made, executed and delivered a Note dated September 9, 2005, promising thereby to pay to the order of JPMorgan Chase Bank, National Association the sum of One Hundred Fifty-Eight Thousand And 00/100 Dollars (\$158,000.00), with interest at an adjustable rate. Other terms and conditions are stated in the Note, which is of record herein.

8. To better secure the payment of the Note described above, the said McKenzie F. Hutaff made, executed and delivered to JPMorgan Chase Bank, National Association a Mortgage in writing, dated September 9, 2005, covering real property in Charleston County, which is the same as that described in the Complaint. The mortgage was filed on September 12, 2005, and is of record in the Office of the Register of Deeds for Charleston County in Mortgage Book F553 at page 612.

9. The above referenced instrument constitutes a purchase money mortgage with the proceeds of the loan being used to purchase the property above described.

10. 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.

11. 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. In light of the potential liabilities inherent in a

  
Exhibit B

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 two thousand two hundred seventy and 00/100 (\$2,270.00) are reasonable.

12. 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 3/1/2011	\$156,331.93
(b)	Interest from 2/1/2011 through 1/10/2013 at 3.25%	\$ 9,486.56
(c)	Escrow adjustments (debits or credits)	\$ 3,794.97
(d)	Late charges	\$ 154.00
(e)	Property Inspections	\$ 252.00
(f)	Property maintenance (preservation)	\$ 28.00
(g)	Costs of Collections Prior to Hearing	\$ 810.00
(h)	Attorney Fees	\$ 2,270.00
	<b>TOTAL DEBT</b> secured by Note and Mortgage, including interest to date shown	\$173,127.46

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 3.250 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.

13. That the Defendant, Branch Banking and Trust Company, is made a party by virtue of a a Mortgage given by McKenzie F. Hutaff dated September 9, 2005 and recorded September 12, 2005, Book F553 at Page 636 in the amount of \$29,625.00 in the Office of the Register of Deeds for Charleston County, South Carolina.

14. That the Defendant, East Bridge Lofts Property Owners Association, Inc., is made a party by virtue of any homeowners liens or assessments recorded or unrecorded that are due or that may become due in the future.

15. 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.

16. Since a personal or deficiency judgment is being waived, the bidding will not remain open but compliance with the bid may be made immediately.

  
Exhibit B

17. That the servicer is participating in the Home Affordable Modification Program (HMP). The HMP modification process specified by the Guidelines or Supplemental Directive has been completed without resulting in a modification because the borrower failed to return the necessary documentation to the mortgage servicer in order for it to perform an HMP analysis.

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 Seventy-Three Thousand One Hundred Twenty-Seven And 46/100 Dollars (\$173,127.46) 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 3.250% 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 Charleston County Courthouse in Charleston, 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:

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 Thirty (30) 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 3.250 percent.

C. The sale shall be subject to taxes and assessments, existing easements and easements and restrictions of record.

  
Exhibit B

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. Since a personal or deficiency judgment is being waived, the bidding will not remain open but compliance with the bid may be made immediately.

8. That the Master in Equity will, by advertisement according to law, give notice of the time, and place of sale, and the terms thereof; and will execute to the Purchaser, or Purchasers, a deed to the premises sold. The Plaintiff, or any other party to this action, may become a purchaser at such sale, and that if, upon such sale being made, the Purchaser, or Purchasers, should fail to comply with the terms thereof within Thirty (30) days after date of sale, then the Master in Equity may advertise the said premises for sale on the next, or some other subsequent sales day, at the risk of the highest bidder, and so from time to time thereafter until a full compliance shall be secured.

9. 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.

10. 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 Charleston 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. All valid tenant rights shall be protected.

11. 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.

  
Exhibit B

12. 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.

13. 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.

14. 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.

15. 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 JPMorgan Chase Bank, National Association by McKenzie F. Hutaff, dated 9/9/2005 and recorded 9/12/2005, in Mortgage Book F553 at page 612.

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

LEGAL DESCRIPTION AND PROPERTY ADDRESS:

That certain Unit 3, BUILDING 274, EAST BRIDGE LOFTS HORIZONTAL PROPERTY REGIME established by Master Deed dated February 7, 2005 in the RMC Office for Charleston County in Book W-524 at Page 638; and all Exhibits thereto, as amended. Together with an undivided percentage interest in the common elements described in said Master Deed and the rights to any limited common elements assigned to said Unit 3 by said Master Deed.

THIS BEING the same property conveyed to McKenzie F. Hutaff by virtue of a deed from Kurt P. Rath and Margaret A. Rath dated September 9, 2005 and recorded September 12, 2005, Book D553 at Page 483 in the Office of the Register of Deeds for Charleston County, South Carolina.

274 Alexandra Drive, Unit 3, Mount Pleasant, SC 29464

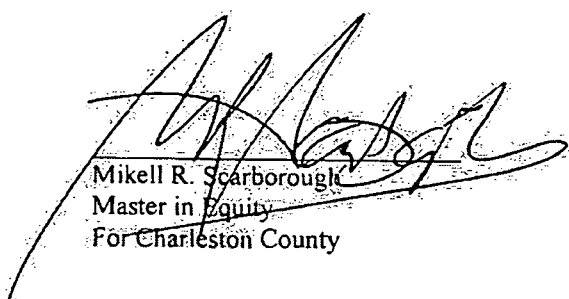
TMS 514-13-00-350

17. 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.

18. IT IS FURTHER ORDERED that the servicer is participating in the Home Affordable Modification Program (HMP). The HMP modification process specified by the Guidelines or Supplemental Directive has been completed without resulting in a modification because the borrower

Exhibit B

failed to return the necessary documentation to the mortgage servicer in order for it to perform an HMP analysis.



Mikell R. Scarborough  
Master in Equity  
For Charleston County

Charleston, South Carolina  
  
\_\_\_\_\_, 2013.

STATE OF SOUTH CAROLINA  
COUNTY OF Charleston

**FILED**

IN THE COURT OF COMMON  
PLEAS

2013 APR 26 AM 11:54

Case Number: 2012-CP-10-00410

JPMorgan Chase Bank, National Association,

Plaintiff,

JULIE J. ARMSTRONG  
CLERK OF COURT

**MASTER'S ORDER OF SALE  
AND  
DISBURSEMENT**

-v.-

Mckenzie F. Hutaff, et al.,


Defendant.

UNDER AUTHORITY of a Decree herein dated February 8, 2013, I offered for sale to the highest bidder for cash, at public auction on March 5, 2013, the premises subject to this suit, and I received a high bid of \$84,000.00 from John Derbyshire; and I executed and delivered a Master's deed to **Palmetto Home Investments, LLC** and I have disbursed the funds as follows:

<b>CONSIDERATION</b>	<b>\$84,000.00</b>
Deposit (Order of Reference)	\$125.00
Received by Master	\$1,502.33
Total Received by Master	\$1,627.33
<b>DISBURSEMENTS</b>	
Master's Fees	\$100.00
Newspaper Advertisement	\$662.33
County Commission	\$840.00
Master's Deed	\$25.00
<b>Total of Master's Costs</b>	<b>\$1,627.33</b>
Check# 29013 - Issued to Korn Law Firm, Atty	\$82,497.67

All of the funds having been disbursed, I hereby ORDER the file closed and the case ended.

April 17, 2013  
Charleston, SC

  
Mikell R. Scarborough  
Master-in-Equity, Charleston County

ME1006

**Exhibit B**





EXHIBIT "A"

ALL that certain Unit 7, Building 264 East Bridge Lofts Horizontal Property Regime established by Master Deed dated and recorded on February 7, 2005 in the Office of the Register of Deeds for Charleston County, South Carolina in Book W524 at Page 638, and all exhibits thereto, as amended.

TOGETHER WITH an undivided percentage interest in common elements described in said Master Deed and the rights to any limited common elements to said Unit by said Master Deed.

This conveyance is made by the Grantor and accepted by the Grantees subject to all existing recorded conditions and restrictions.

This being the same property conveyed to the within Grantor by Deed of East Bridge Lofts, LLC., dated December 27, 2005 and recorded in the Office of the Register of Deeds for Charleston County, South Carolina on December 29, 2005 in Book K567 at Page 071.

The within deed was prepared in the Law Offices of Weidner & Wegmann, LLC., 6 Professional Village Circle, Beaufort, South Carolina 29907, by James J. Wegmann, Esquire without the benefit of Title Examination or Certification.

STATE OF SOUTH CAROLINA )  
COUNTY OF CHARLESTON )

AFFIDAVIT

Date of Transfer of Title  
{ Closing Date 6/1/2007

PERSONALLY appeared before me the undersigned, who being duly sworn, deposes and says:

1. I have read the information on this Affidavit and I understand such information.
2. The property is being transferred BY Brian Joseph Mills  
TO Jackie P. Brown ON June 1, 2007
3. The DEED is (check one of the following)
  - (A)  subject to the deed recording fee as a transfer for consideration paid or to be paid in money or money's worth.
  - (B) subject to the deed recording fee as a transfer between a corporation, a partnership, or other entity and a stockholder, partner, or owner of the entity, or is a transfer to a trust or as distribution to a trust beneficiary.
  - (C)  EXEMPT from the deed recording fee because (Exemption # \_\_\_\_\_)  
(Explanation if required)  
(If exempt, please skip items 4-6, and go to Item 7 of this affidavit.)
4. Check one of the following if either item 3(a) or item 3(b) above has been checked.
  - (A) The fee is computed on the consideration paid or to be paid in money or money's worth in the amount of \$ 170,000.00
  - (B) The fee is computed on the fair market value of the realty which is \$ \_\_\_\_\_
  - (C) The fee is computed on the fair market value of the realty as established for property tax purposes which is \$ \_\_\_\_\_
5. Check YES or NO  to the following: A lien or encumbrance existed on the land, tenement, or realty before the transfer and remained on the land, tenement, or realty after the transfer. If "YES," the amount of the outstanding balance of this lien or encumbrance is \$ \_\_\_\_\_
6. The DEED Recording Fee is computed as follows:
  - (A) 170,000.00 the amount listed in item 4 above
  - (B) 0 the amount listed in item 5 above (no amount place zero)
  - (C) 170,000.00 Subtract Line 6(b) from Line 6(a) and place the result.
7. As required by Code Section '12-24-70, I state that I am a responsible person who was connected with the transaction as:
8. Check if Property other than Real Property is being transferred on this Deed.
  - (A)  Mobile Home
  - (B)  Other
9. I understand that a person required to furnish this affidavit who wilfully furnishes a false or fraudulent affidavit is guilty of a misdemeanor and, upon conviction, must be fined not more than one thousand dollars or imprisoned not more than one year, or both.

Sworn this 1 Day of June, 2007.  
Notary Public for Kimberly L. Hill  
My Commission Expires: 1/21, 2013

Signed \_\_\_\_\_  
Grantor, Grantee, or Attorney that prepared this form  
Jackie P. Brown  
Print or Type Name Here  
Suffiant Agent

*mkd*

BK N 629PG184



**FILED**

June 20, 2007  
9:51:57 AM

BK N 629PG180

Charlie Lybrand, Register  
Charleston County, SC

**RECORDER'S PAGE**

**NOTE:** This page **MUST** remain with the original document

Filed By:

WEIDNER & WEGMANN LLC  
6 PROFESSIONAL VILLAGE CIRCLE  
BEAUFORT SC 29907

Number of Pages:  
**5**

DESCRIPTION	AMOUNT
Recording Fee	\$ 10.00
State Fee	\$ 442.00
County Fee	\$ 187.00
Postage	
<b>TOTAL</b>	<b>\$ 639.00</b>
\$ Amount (in thousands):	170
DRAWER:	B - ECP

AUDITOR STAMP HERE

JUN 22 2007

SEALEY  
AUDITOR

PID VERIFIED BY ASSESSOR

REP *[Signature]*

DATE JUN 22 2007

DO NOT STAMP BELOW THIS LINE