

STATE OF SOUTH CAROLINA  
COUNTY OF EDGEFIELD

MORTGAGE ASSETS MANAGEMENT, LLC;

Plaintiff,

vs.

ANY HEIRS-AT-LAW OR DEVISEES OF PAULETTE C. MIMS, 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 RICHARD ROE; AND ANY UNKNOWN MINORS, INCOMPETENT OR IMPRISONED PERSON, OR PERSONS UNDER A DISABILITY BEING A CLASS DESIGNATED AS JOHN DOE; STUART CROCKET MIMS; JULIAN L. MIMS, IV; FLORENCE ADAMS MIMS; UNITED STATES OF AMERICA ACTING BY AND THROUGH ITS AGENCY THE DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT;

Defendant(s)

IN THE COURT OF COMMON PLEAS  
C/A NO: 2023-CP-19-00117

**SPECIAL REFEREE'S ORDER  
AND JUDGMENT OF  
FORECLOSURE AND SALE**

DEFICIENCY WAIVED

**RECEIVED**

**Apr 19 2024**

**SC Court of Appeals**

Pursuant to Rule 53 of the South Carolina Rules of Civil Procedure (hereinafter "SCRCP"), the above-entitled matter was referred to the undersigned Special Referee to make appropriate findings of fact and conclusions of law, with authority to enter a final Judgment in

the cause. Any appeal from the decision of the Special Referee shall be directly to the South Carolina Court of Appeals or Supreme Court.

Pursuant to the said reference, a hearing was held on February 19, 2024, a record was made, which is reported herewith, and from the testimony and evidence, I find and conclude as follows:

FINDING OF FACTS:

1. The Lis Pendens was filed on April 25, 2023.
2. The Summons and Complaint were filed on April 25, 2023.
3. Service was made upon the Defendant(s) named in this Report as is shown by the proof of service filed herein.
4. The Defendants STUART CROCKET MIMS, JULIAN L. MIMS, IV, and FLORENCE ADAMS MIMS are in default as shown by Affidavit filed herein.
5. According to an Affidavit filed herein, the Defendant(s) in default are not in the military service of the United States of America, as contemplated under the Servicemembers' Civil Relief Act fka Soldiers' and Sailors' Civil Relief Act of 1940, and any amendments thereto.
6. The Defendants were notified of the time, date, and place of hearing in this matter.
7. PAULETTE C. MIMS (hereinafter, "Borrower(s)") made, executed, and delivered to GENERATION MORTGAGE COMPANY (hereinafter, "Lender") a certain Adjustable Rate Note dated February 8, 2008, in writing (hereinafter, "Note"), wherein and whereby PAULETTE C. MIMS promised to repay to GENERATION MORTGAGE COMPANY, the sum of \$300,240.00, together with a variable rate of interest per annum on the unpaid balance; said principal and interest being payable upon the occurrence of default as defined by the Note or maturity.

8. In order to secure the payment of said Note, the said PAULETTE C. MIMS (hereinafter, "Mortgagor(s)"), did make, execute, and deliver to GENERATION MORTGAGE COMPANY, its successors and assigns, a certain mortgage dated February 8, 2008 (hereinafter, "Mortgage"). Said Mortgage was recorded on February 15, 2008 in Book 1167 at Page 167, in the EDGEFIELD County Register of Deeds.
9. This mortgage constitutes a valid first lien on the subject property.
10. Thereafter, the Mortgage was assigned to CHAMPION MORTGAGE COMPANY by assignment recorded February 26, 2014 in Book 1467 at Page 168.
11. Subsequently, the Mortgage was assigned to MORTGAGE ASSETS MANAGEMENT, LLC by assignment recorded May 3, 2022 in Book 1968 at Page 136.
12. This is a Home Equity Conversion Mortgage, also known as a Reverse Mortgage.
13. According to testimony, on or about December 6, 2022 PAULETTE C. MIMS died and no estate has been filed. Defendants Stuart Crocket Mims, Julian L. Mims, IV, and Florence Adams Mims are believed to be the Decedent's surviving children.
14. According to testimony, due to inadvertent error and mistake, the Deed and Mortgage recorded February 15, 2008 in Official Records Book 1167 at Page 164 contains an incorrect reference. The legal description in the Deed and Mortgage references the following:

**ALL THAT CERTAIN PIECE, PARCEL OR TRACT OF LAND WITH ALL IMPROVEMENTS THEREON SITUATE, LYING AND BEING IN THE TOWN OF EDGEFIELD, COUNTY OF EDGEFIELD, STATE OF SOUTH CAROLINA, CONTAINING THREE AND SIXTY-SIX HUNDREDTHS (3.66) ACRES, MORE OR LESS, BEING SHOWN ON THAT PLAT BY ERNEST R. BRYAN, JR., RLS, DATED AUGUST 18, 1993 AND RECORDED IN THE OFFICE OF THE REGISTER OF DEEDS FOR EDGEFIELD COUNTY IN PLAT BOOK 31 AT PAGE 151. SAID PLAT IS INCORPORATED HEREIN AND MADE A PART AND PARCEL OF THIS DESCRIPTION BY REFERENCE THERETO; BEING BOUNDED ON THE NORTH BY RIGHT-OF-WAY OF CARROLL STREET AND BY LANDS, NOW OR**

**FORMERLY OF ALBERT CATO; ON THE EAST BY RIGHT-OF-WAY OF BUNCOMBE STREET AND BY LANDS, NOW OR FORMERLY, OF M. MITCHELL; ON THE SOUTH BY LANDS, NOW OR FORMERLY, OF M. MITCHELL, LANDS, NOW OR FORMERLY, OF R.E. PEELER, LANDS, NOW OR FORMERLY, OF V.H. BECKHAM, AND LANDS, NOW OR FORMERLY OF N. GIBSON; AND ON THE WEST BY LANDS NOW OR FORMERLY OF G. THOMAS, BY RIGHT-OF-WAY OF PECAN STREET, AND BY LANDS, NOW OR FORMERLY, OF ALBERT CATO.**

Whereas the correct reference being as follows:

**ALL THAT CERTAIN PIECE, PARCEL OR TRACT OF LAND WITH ALL IMPROVEMENTS THEREON SITUATE, LYING AND BEING IN THE TOWN OF EDGEFIELD, COUNTY OF EDGEFIELD, STATE OF SOUTH CAROLINA, CONTAINING THREE AND SIXTY-SIX HUNDREDTHS (3.66) ACRES, MORE OR LESS, BEING SHOWN ON THAT PLAT BY ERNEST R. BRYAN, JR., RLS, DATED AUGUST 18, 1993 AND RECORDED IN THE OFFICE OF THE REGISTER OF DEEDS FOR EDGEFIELD COUNTY IN PLAT BOOK 34 AT PAGE 154. SAID PLAT IS INCORPORATED HEREIN AND MADE A PART AND PARCEL OF THIS DESCRIPTION BY REFERENCE THERETO; BEING BOUNDED ON THE NORTH BY RIGHT-OF-WAY OF CARROLL STREET AND BY LANDS, NOW OR FORMERLY OF ALBERT CATO; ON THE EAST BY RIGHT-OF-WAY OF BUNCOMBE STREET AND BY LANDS, NOW OR FORMERLY, OF M. MITCHELL; ON THE SOUTH BY LANDS, NOW OR FORMERLY, OF M. MITCHELL, LANDS, NOW OR FORMERLY, OF R.E. PEELER, LANDS, NOW OR FORMERLY, OF V.H. BECKHAM, AND LANDS, NOW OR FORMERLY OF N. GIBSON; AND ON THE WEST BY LANDS NOW OR FORMERLY OF G. THOMAS, BY RIGHT-OF-WAY OF PECAN STREET, AND BY LANDS, NOW OR FORMERLY, OF ALBERT CATO.**

The Plaintiff alleges that the parties to the loan origination intended the Deed and Mortgage to encumber the property described in the Plaintiff's Lis Pendens filed herein. Such intent being evidenced by the inclusion of the tax map number and property address of said parcel in the subject Deed and Mortgage. Reformation of the Deed and Mortgage will not prejudice any party to this cause of action and Plaintiff asserts that the legal description in the Deed and Mortgage should be reformed to recite the correct reference, which comports with public record, and this reformation should relate back to the date of its recording.

15. The Defendants STUART CROCKET MIMS; JULIAN L. MIMS, IV; FLORENCE ADAMS MIMS have not appeared, answered or come forward in this action claiming an interest in the subject property or the foreclosure.
16. Furthermore, Plaintiff complied with Administrative Order 2011-05-02-1 issued by the South Carolina Supreme Court.
17. The titleholder(s) of record of the Property as of the filing of the Lis Pendens in this action was/were PAULETTE C. MIMS.
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 and Mortgage in the hands of its attorney of record herein for collection.
19. Having considered the nature, extent and difficulty of the services rendered (the field of mortgage foreclosures being a specialized area of practice); the time involved in reviewing the various loan documents, performing the title search, preparing the pleadings and preparing for and attending hearings; the professional standing of the Plaintiff's attorney; the fee customarily charged in this jurisdiction for similar services; and the beneficial results obtained for the Plaintiff, I find that the sum of \$3,725.00 is a reasonable attorney's fee for the Plaintiff's attorney for services performed up to this point in time under the terms of the note and mortgage. Performance of additional services may result in a determination by this court that additional reasonable attorney's fees are due. The Note provides that if it goes into default, the Lender is entitled to reasonable and customary attorneys' fees. See Para. 7(c) of the Note.
20. The amount due and owing on the Note and Mortgage, with interest at the rate provided in the Note, and other costs and expenses of collecting, including attorney's fees, secured by

the Note and Mortgage, is as follows:

Principal due as of today's date:	February 19, 2024	\$123,530.48
Accrued interest from:	02/08/2008 to 02/19/2024	\$ 34,717.21
Accruing at:	5.81% per annum	
Mortgage Insurance Premium:	0.5% Rate	\$ 1,076.49
Corporate Advances:		\$ 6,796.57
Servicing Fees:		\$ 510.00
Intra Month Per Diem Total:		\$ 525.00
Costs of Collection Prior to Hearing:		\$ 1,197.71
Attorney's Fees:		\$ 3,725.00

21. Total debt secured by Note and Mortgage, is \$172,078.46. Interest shall be added to the total debt at the rate stated above until the date a judicial sale is conducted herein. Additional interest accrual after the date of such judicial sale will be governed by terms set forth herein below.

22. The Defendant(s) below listed, claim or may claim liens upon or interest in the subject property; and in the event there is a surplus from the sale of the subject property, the validity, priority and amount of any such lien claims will be determined subsequent to the sale, in accordance with Rule 71(c), SCRPC. The said Defendants and such claims or liens are as follows:

A. The Defendants, STUART CROCKET MIMS, JULIAN L. MIMS, IV, and FLORENCE ADAMS MIMS have or may claim to have some interest in the Property by virtue of being an heir. Any interest that these Defendants would have received in the subject property would have been "subject to" Plaintiff's Mortgage and this interest would be eliminated through a properly completed foreclosure sale.

B. The Defendant, ANY HEIRS-AT-LAW OR DEVISEES OF PAULETTE C. MIMS, 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 RICHARD ROE; AND ANY UNKNOWN MINORS, INCOMPETENT OR IMPRISONED PERSON, OR PERSONS UNDER A DISABILITY BEING A CLASS DESIGNATED

AS JOHN DOE, has or may claim to have some interest in the Property by virtue of a being an UNKNOWN HEIR. Any interest that this Defendant has in the Property would be "subject to" Plaintiff's Mortgage and this interest would be eliminated through a properly completed foreclosure sale.

CONCLUSIONS OF LAW: I, therefore, conclude as follows:

1. That due to inadvertent error and mistake, the legal description in the Deed and Mortgage make incorrect references and should be reformed and relate back to the date of its recording.
2. The Plaintiff should have judgment of foreclosure of its Mortgage; and the Property should be ordered sold at public auction after due advertisement.
3. That there is due to the Plaintiff on its Note and Mortgage the sum of \$172,078.46, representing the Total Debt due to the Plaintiff as outlined above.
4. That the amount due in the preceding paragraph (the "Total Debt") and later accrued interest and costs shall constitute the total judgment debt due to the Plaintiff and shall bear interest as previously set forth at the rate of 5.81% per annum.

IT IS THEREFORE, ORDERED, ADJUDGED AND DECREED:

1. That the Deed and Mortgage be reformed as described above and the reformation relate back to the date of its recording and the Clerk of Court or Register of Deeds reform the index of the land registry to conform to the reformation.
2. That the Defendant(s) liable for the aforesaid Mortgage debt shall, prior to the date and time of the sale of the Property, hereinafter described, pay to the Plaintiff, or the Plaintiff's attorney, the amount of the Plaintiff's debt to include continuing accruing interest as aforesaid, together with the costs and disbursements of this action.
3. That on default of payment prior to the date and time of the sale, the Property, hereinafter described, shall be sold by the undersigned Special Referee at public auction, at the

EDGEFIELD County Government & Justice Center, City of Edgefield, County and State aforesaid, on some convenient sales day hereafter, on the following terms, that is to say:

- a. FOR CASH: The undersigned Special Referee shall require a deposit of 5% on the amount of the bid (in cash or equivalent) the same to be applied on the purchase price only upon compliance with the bid, but in case of non-compliance within thirty (30) days the same to be forfeited and first applied to the costs incurred by the Plaintiff related to the sale and the balance then applied to the Plaintiff's debt in a manner suitable to the Plaintiff.
  - b. Interest on the balance of the bid shall be paid to the day of compliance at the rate of 5.81% per annum.
  - c. The sale shall be subject to taxes and assessments, existing easements and restrictions of record, and any other senior encumbrances.
  - d. Purchaser to pay for the deed and the cost of recording the deed.
4. That 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 the Plaintiff in full, the Plaintiff may pay to the undersigned Special Referee only the amount of the costs and expenses, crediting the balance of the bid on the Plaintiffs indebtedness.
  5. That a personal or deficiency Judgment being waived, the bidding will not remain open for thirty (30) days and bidding will be final on the date of the sale, and compliance with the bid may be made immediately.
  6. That the undersigned Special Referee will, by advertisement according to law, give notice of the time and place of sale and the terms thereof; and that he will execute to the purchaser, or purchasers, a deed to the Property sold. The Plaintiff, or any other party to

this action, or any other person may become a purchaser at such sale. If such sale is made to anyone other than the Plaintiff or its assignee, should the successful bidder, or his/her assignee, fail to comply with the terms thereof within thirty (30) days after the date of sale, then the undersigned Special Referee or the Plaintiff may re-advertise the Property for sale on the next, or some subsequent, sales day, according to the same terms set forth herein, and so on from time to time thereafter until a full compliance shall be secured.

7. That in the event an agent of the Plaintiff does not appear at the time of sale, the within property shall be withdrawn from sale and sold at the next available sales date upon the terms and conditions as set forth in the Judgment of Foreclosure and Sale or such terms as may be set forth in a supplemental order.
8. That the undersigned Special Referee shall apply the proceeds of the sale as follows:

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

NEXT: Any surplus will be held pending further Order of this Court pursuant to Rule 71(c), SCRCF.

9. That it is further ORDERED, ADJUDGED, AND DECREED that the Defendant(s) named herein, and all persons whomsoever 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.
10. That it is further ORDERED, ADJUDGED, AND DECREED that the deed of conveyance made pursuant to this judgment and said sale shall contain the names of only the Plaintiff, the first-named Defendant(s), who was the title holder of the mortgaged

property at the time of the filing of the Lis Pendens, and the Grantee; and that the EDGEFIELD County Register of Deeds is hereby authorized to omit from the indices pertaining to such conveyance the names of all parties not contained in said deed.

11. It is further ORDERED, ADJUDGED, AND DECREED if the named defendant(s) continues in possession of the property after a deed has been issued to the purchaser, then the Sheriff of Edgefield County is directed to eject and remove named defendant(s) from 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.
12. It is further ORDERED, ADJUDGED, AND DECREED if the person(s) occupying the property after the deed has been issued to the purchaser is other than the named defendant(s), the purchaser shall serve the occupants with a Summons and Rule to Show Cause to determine why the occupant(s) should not be removed from the property.
13. That it is further ORDERED, ADJUDGED, AND DECREED that after the Order Confirming Sale and Disbursements has been issued and filed, the undersigned Special Referee shall direct the Register of Deeds to release of record the lien(s) being foreclosed, which lien(s) are described in the Findings of Fact herein above.
14. That it is further ORDERED, ADJUDGED, AND DECREED that the following is a description of the Property herein ordered to be sold:

**ALL THAT CERTAIN PIECE, PARCEL OR TRACT OF LAND WITH ALL IMPROVEMENTS THEREON SITUATE, LYING AND BEING IN THE TOWN OF EDGEFIELD, COUNTY OF EDGEFIELD, STATE OF SOUTH CAROLINA, CONTAINING THREE AND SIXTY-SIX HUNDREDTHS (3.66) ACRES, MORE**


OR LESS, BEING SHOWN ON THAT PLAT BY ERNEST R. BRYAN, JR., RLS, DATED AUGUST 18, 1993 AND RECORDED IN THE OFFICE OF THE REGISTER OF DEEDS FOR EDGEFIELD COUNTY IN PLAT BOOK 34 AT PAGE 154. SAID PLAT IS INCORPORATED HEREIN AND MADE A PART AND PARCEL OF THIS DESCRIPTION BY REFERENCE THERETO; BEING BOUNDED ON THE NORTH BY RIGHT-OF-WAY OF CARROLL STREET AND BY LANDS, NOW OR FORMERLY OF ALBERT CATO; ON THE EAST BY RIGHT-OF-WAY OF BUNCOMBE STREET AND BY LANDS, NOW OR FORMERLY, OF M. MITCHELL; ON THE SOUTH BY LANDS, NOW OR FORMERLY, OF M. MITCHELL, LANDS, NOW OR FORMERLY, OF R.E. PEELER, LANDS, NOW OR FORMERLY, OF V.H. BECKHAM, AND LANDS, NOW OR FORMERLY OF N. GIBSON; AND ON THE WEST BY LANDS NOW OR FORMERLY OF G. THOMAS, BY RIGHT-OF-WAY OF PECAN STREET, AND BY LANDS, NOW OR FORMERLY, OF ALBERT CATO.

THIS BEING THE SAME PROPERTY CONVEYED BY JULIAN L. MIMS TO PAULETTE C. MIMS BY DEED RECORDED AUGUST 23, 1999 IN BOOK 646 AT PAGE 0203 AND AGAIN BY DEED RECORDED FEBRUARY 15, 2008, IN BOOK 1167 AT PAGE 164 OF EDGEFIELD COUNTY RECORDS.

TMS No.: 137-01-01-033-000

Property Address: 611 BUNCOMBE STREET, EDGEFIELD, SC 29824

AND IT IS SO ORDERED.



The Honorable Roy Hemphill  
Special Referee for EDGEFIELD County

Date: Feb. 17, 2024  
EDGEFIELD County, South Carolina

FORM 4

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

JUDGMENT IN A CIVIL CASE

CASE NO. 2023-CP-19-00117

MORTGAGE ASSETS MANAGEMENT, LLC;

ANY HEIRS-AT-LAW OR DEWISEES OF PAULETTE C. MIMS, 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 RICHARD ROE; AND ANY UNKNOWN MINORS, INCOMPETENT OR IMPRISONED PERSON, OR PERSONS UNDER A DISABILITY BEING A CLASS DESIGNATED AS JOHN DOE; STUART CROCKET MIMS; JULIAN L. MIMS, IV; FLORENCE ADAMS MIMS; UNITED STATES OF AMERICA ACTING BY AND THROUGH ITS AGENCY THE DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT;

PLAINTIFF(S)

DEFENDANT(S)

Submitted by: Robertson, Anschutz, Schneid, Crane & Partners, PLLC, 110 Frederick Street, Suite 200, Greenville, SC 29607	Attorney for : Plaintiff
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DISPOSITION TYPE (CHECK ONE)

- JURY VERDICT.** This action came before the court for a trial by jury. The issues have been tried and a verdict rendered.
- DECISION BY THE COURT.** This action came to trial or hearing before the court. The issues have been tried or heard and a decision rendered. *See Page 2 for additional information.*
- 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
- 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 Statement of Judgment by the Court:

ORDER INFORMATION

This order ends the case.  
Additional Information for the Clerk :

INFORMATION FOR THE JUDGMENT INDEX



