

STATE OF SOUTH CAROLINA
COUNTY OF EDGEFIELD

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

MORTGAGE ASSETS MANAGEMENT, LLC;

**RECORD OF HEARING FOR
FORECLOSURE CASE**

Plaintiff,

vs.

DEFICIENCY WAIVED

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)

RECEIVED

Apr 19 2024

SC Court of Appeals

Pursuant to the Order of Reference granted in the above-entitled cause, a hearing was held herein on February 19, 2024, before The Honorable Roy Hemphill,

APPEARANCES: Robertson, Anschutz, Schneid, Crane & Partners, PLLC, Attorneys for the

Plaintiff.

Attorney for Plaintiff calls attention to the filing of the Lis Pendens in the Office of the Clerk of Court for EDGEFIELD County on April 25, 2023. Also calls attention to the filing of the Summons and Notice and Complaint on April 25, 2023. Also calls attention to the Affidavits of Service showing service of Summons and Complaint on each defendant as indicated in the Affidavits recorded in the Office of the Clerk of Court for EDGEFIELD County.

Also calls attention to the filing of the affidavit showing the Defendant(s) STUART CROCKET MIMS, JULIAN L. MIMS, IV, and FLORENCE ADAMS MIMS are in default and that no Defendant is in the Military Service of the United States of America, as contemplated under The Servicemembers' Civil Relief Act (fka The Soldiers' and Sailors' Relief Act of 1940) as amended. Also calls attention to the Order of Reference of record herein issued in EDGEFIELD County, wherein the above-entitled cause was referred to Roy Hemphill, as Special Referee with authority to enter final judgment in the case.

WHEREUPON, the undersigned attorney reported as follows: I am the attorney for the Plaintiff in this action.

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 maximum principal 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.

I offer a copy of the Note in evidence.

Note identified, offered and received in evidence.

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.

This Mortgage constitutes a valid first lien covering the property therein described.

I offer a copy of the Mortgage as evidence.

Mortgage identified, offered and received in evidence.

Thereafter, the Mortgage was assigned to CHAMPION MORTGAGE COMPANY by assignment recorded February 26, 2014 in Book 1467, at Page 168. Subsequently, the Mortgage was assigned to MORTGAGE ASSETS MANAGEMENT, LLC by assignment recorded May 3, 2022 in Book 1968, at Page 136.

I offer a copy of the Assignments of Mortgage as evidence.

Assignments identified, offered and received in evidence.

Upon information and belief, 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.

On or about December 6, 2022 PAULETTE C. MIMS died and no estate has been filed.

The following parties claim or may claim an interest in the Property by virtue of the matters listed below:

- 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.

The monthly installments as provided for in said Note and Mortgage were not paid in accordance with the terms and conditions thereof, and, therefore, the Note and Mortgage are in default; and, as a result thereof, the Plaintiff has elected to declare the entire unpaid amount immediately due and payable.

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.

Demand was made upon the Defendant but payment has not been received. 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 collection, 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

Total Debt secured by Note and Mortgage, including interest to the date indicated above: \$172,078.46. Total debt is reported based upon review of business records of the Plaintiff or Plaintiff's servicing agent and, as to attorneys' fees and costs, review of the undersigned's records. Any affidavits prepared in support of these amounts are presented to the court at hearing and filed before or after. Any business records in the undersigned's possession are made available to the court for review at hearing.

With respect to attorney fees, the undersigned requests a reasonable attorney's fee up to this point in time of \$3,725.00. The law firm was engaged by the Plaintiff to foreclose the mortgage as expeditiously as possible, given the detriment to Plaintiff's equity position as a direct result of increasing losses from the running of interest. Plaintiff must also comply with investor requirements, government or private insuring agreements. Upon receipt of the case file, the title was examined to identify all parties having or claiming any interest in the subject real estate. The following non-inclusive list of pleadings and other documents have been prepared or

reviewed in this action:

1. Lis Pendens and any amendment thereto
2. Summons and Complaint and any amendment thereto
3. Service Affidavits and/or Order for Publication
4. Affidavit of Default
5. Affidavit Regarding Military Status
6. Order of Reference
7. Notice(s) of Hearing
8. Record (Transcript) of Testimony
9. Proposed Special Referee's Report and Judgment of Foreclosure and Sale
10. Notice of Sale

Additionally, the pleadings were drafted and served upon each defendant personally or by statutory/substitute service; reinstatement and payoff figures and payment histories were provided as requested or required. We scheduled the hearing in this matter.

Future duties include forwarding copies of the Judgment to appearing defendants, obtaining bidding instructions from Plaintiff or its designee, representing Plaintiff at the sale or arranging for such representation, and potentially preparing an Order of Sale or Report on Sale and Disbursements and Order Confirming Sale, the Special Referee's Deed and any other documents necessary in this particular action.

In addition to the time expended to date in prosecution of this action, we anticipate a minimum additional four hours after the hearing. Moreover, depending upon the interest shown by defendants, third parties, or counsel for either and the inherent negotiations required thereby,

other time may also be committed to the completion of the case. In that regard, I would reserve the right to request an award of additional attorney's fees should our firm or the Plaintiff deem it advisable.

Regarding the professional standing of counsel, representation of the Plaintiff has been undertaken by the firm of Robertson, Anschutz, Schneid, Crane & Partners, PLLC. The attorney primarily involved in this representation collectively have several years of experience in this practice area. They are supervised by Genevieve S. Johnson, who has been practicing law in South Carolina since 2009, in the practice areas of foreclosure, creditor-bankruptcy and residential real estate.

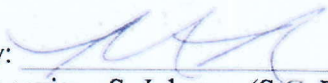
Furthermore, this fee is in line with the fee customarily charged by counsel with similar experience in this particular locality. Also, the Plaintiff's attorneys have achieved the beneficial result of a prompt foreclosure of the mortgage.

The Plaintiff has specifically waived its right to a personal or deficiency judgment

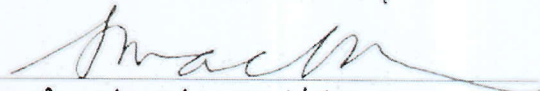
We would ask that the mortgage be foreclosed, that the property be sold at public auction in accordance with law, that the sale be made subject to any liens for taxes and any special assessments of record against such property which have not been removed by these proceedings; also subject to payment by the purchaser of interest of 5.81% per annum, the Note's current rate, on the balance of the bid from the date of the sale to date of compliance with the bid; also, subject to any existing easements or restrictions of record; and also subject to payment by the purchaser for preparation of the deed and deed stamps.

REFERENCE ADJOURNED.
SWORN

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SWORN to or affirmed, and subscribed before me
This the 16 day of February, 2024


Name: Amy Macmillan
NOTARY PUBLIC OF South Carolina
My Commission Expires: 8/17/33

