

Chase Home Finance LLC, Respondent,

V

Clorenda Mae White, John Henry White, Andrea
Denise white, as Legal Heir and as Personal
Representative of the Estate of Anthony
Franklin White, Melanie White, Jason White and
Mark White, as Legal Heirs of the Estate of
Anthony Franklin White and Charleston County
Clerk of Court.

John H. White, Jr.
Appellant/ pro se

Motion

For a stay and Supersedeas of order
case#2013-001576

August 10, 2013

RECEIVED
AUG 16 2013
SC COURT OF APPEALS

Pursuant to rule 241 of South Carolina rules of appellate practice, appellant hereby petitions this honorable court for a stay and supersedeas of the orders of the Honorable Master in Equity For Charleston County Mikel R. Scarborough including but not limited to his order of July 11, 2013 affirming order of sale and order requiring appellant to be evicted from premises occupied and co owned by him upon the grounds set out below. (copy of which is hereto attached as exhibit "A") .

1.

Appellee assignee, Chase Home Finance failed to comply with mandatory statutory procedures to constitute a valid foreclosure upon mortgaged premises including the embodiment and timely publication of a Lis Pendens prior to the institution of the law suit in matter pending before this court.

2.

Even the lis Pendens Filed is defective on its face and not calculated to give proper notice to infants, incompetents and more particularly this appellant (copy attached as exhibit (b)).

3.

Refusal of the court below to hear appellants Rule 60 (b) of the S.C., Rules of civil procedure to vacate judgement and set aside sale by virtue of specified non compliance with South Carolina Rules of Civil Procedure and in breach of appellants entitlement to due process and equal protection of the law secured to him by the 14th Amendment of the United States Constitution. Movants grounds are enlarged in the attached Relevant Factual Background as a part hereof.

Relevant Factual Background:

The issues in this pending appeal arose in the following manner.

- (1) The late decedent Julia Mae White Bowman gave a mortgage to A&M Mortgage Corporation on Nov. 13, 1997 recorded in the book C273 page 377 TMS#427-00-00-081. There have been a number of successor mortgagee, transfers, and notably the current appellee.
- (2) Significantly the said mortgage transfers excludes any reference to buildings and improvement(s) thereon situated at the time. The mortgagor subsequently died without any change in the description to the mortgaged premises. Appellant asserts that accordingly no buildings nor improvements were then nor now included in the mortgage premises.
- (3) Appellant contends that any attempt to include buildings as a part and parcel of the premises not described in the original mortgage document referenced to RMC office of Charleston County at 100 Broad St. Charleston S.C. S a copy of which is hereto Attached as exhibit "C" of movants motion is null and void
- (4) Movant also deems relevant his contention that the decedent Julia Judge White Bowman was deprived of her right to enter into an informed contractual, arms length transaction, that is to say knowingly and willingly relinquishing a pledge of lands owned by her to include buildings and improvement situated thereon. Especially where as here, appellee sought buildings and improvements described in foreclosure sale not at all mentioned nor described in the original mortgage. Appellee attempt at curing the patent defect in the mortgage premises subsequent to mortgagees' demise raise crucial concerns of fairness and equity which this court alone can resolve.

- (5) Movant verly believe that any effort to obtain a stay in the court below would be futile as already demonstrated on the record by virtue of the Honorable master in Equity's Refusal to hear appellants Rule 60 (b) motion to vacate the wrongful judgement of foreclosure; the basis for which appellant received no notice and for which there is no record whatsoever. Movant genuinely believes that the reason mentioned above are compelling and adequately justify the issuance of a stay supersedeas until this matter may be fully heard by this Honorable Court in orger to abate the threat of irreporable injury to movant.
- (6) Also pertineat to this appeal is whether appelant's right to appellate due processs has been violated in so far as the trail judge suppressed and disallowed him from being heard on his previously filed motion to vacate the judgement returned against him for wrongful foreclosure pursuant to Rule 60)b) for the South Carolina Rules of civil procedure (SCRCP 60b).
- (7) Moreover movant additionally contends that appellee Chase Bank violated the "Statute of fraud" by including properties in addition and very likely dispositive of the pending matter. Movant contends that the record shows no valid proof of service of notice of the foreclosure hearing which is a condition precedent to a valid order of sale. While the Honorable Master in Equity report of hearing generally notes that all partys defendant were served with a notice of hearing, no specific finding of proof of service upon individual defendants was made on record.

As a consequence it is conclusive that there is no finding of any factual proof upon defendants below as required by law and more particularly this appellant. The generalization in the master order of foreclosure provides no proof of individual service. The absence of a foreclosure hearing on the official record precludes a valid order of foreclosure and sale.

(8) Pertinent Statute(s) and law

Involved:

- (1) South Carolina Rules of Civil procedure including Rule 60 (b), Rule 8 service of process
- (2) Title 15-11-10- 1964 et seq code of laws (civil Remedies and Procedure).
- (3) 14th amendment U.S. Constitution also 1st and 5th
- (4) Relevant case law construing the above and
- (5) Rule 241

Emphasis: Refusal to hear Rule 60(b) motion for wrongful and defective foreclosure warrants reversal as a matter of law within the scope of legislative intent and procedural due process protected to applicant as commanded under foregoing. Thus the exception is authorized by virtue of 241 (4) SCRAP. Unmet and in applicable wherein the final judgement is void as a matter of law. Hence irreparable damage would be avoided so that movant may be heard and very likely ultimately prevail.

(9) Movant verily believes:

(a) That the egregious breach of his procedural constitutional right of to due process and equal protection of the law protected to him by the 14th amendment and as well the statutory and dicisional laws of this state with respect to lis pendens foreclosures and the like inclusive of Rule 60(b) provide a basis for a stay of the proceeding below since exception (b) 4 of Rule 241 of appellate procedure assumes the return of a valid judgement

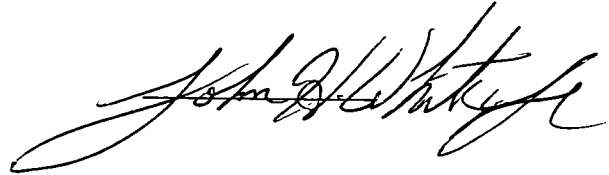
(b) Moreover, the imposition of irreparable injury would ensue if this court does not intervene and grants the issuance of this extraordinary writ to assure appellants right to be heard so as to avoid the demise of a precious constitutional right.

Cc: Dow A. Davidson

Nelson, Mullins

Riley & Scarborough

By

A handwritten signature in black ink, appearing to read "John H. White, Jr.", with a large, sweeping flourish at the end.

John H. White, Jr.

Appellant/pro se

1510 Grimball Rd. Ext.

Charleston, S.C. 29412

(843) 406-5089

Chase Home Finance LLC, Respondent,

v

Clorenda Mae White, John Henry White, Andrea
Denise white, as Legal Heir and as Personal
Representative of the Estate of Anthony
Franklin White, Melanie White, Jason White and
Mark White, as Legal Heirs of the Estate of
Anthony Franklin White and Charleston County
Clerk of Court.

*Certificate of
Counsel pro se*

RECEIVED
AUG 16 2013
SC Court of Appeals

*I the undersigned John H. White, Sr.
hereby certify that on this date I deposited
in the U.S. mail addressed to Mr. Dow Davidson
attorney for Chase Manhattan, all
documents making up a package compris-
ing a motion and petition seeking an
order to stay the execution of an
order of the Master in Equity for
Charleston County requiring my eviction*

From the premises occupied by me in
connection with the forgoing styled action
which is appealed to the S.C. Court of
Appeal.

Aug 16, 2013

~~John H. White, Jr~~
John H. White, Jr
Movant appellant

Chase Home Finance LLC, Respondent

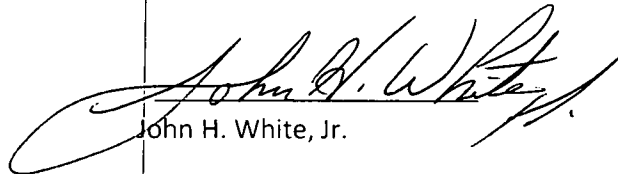
MOVANTS VERIFICATION

V

August 14, 2013

Clorenda Mae White, John Henry White, Andrea
Denise White, as Legal Heir and as Personal
Representative of the Estate of Anthony
Franklin White, Melanie White, Jason White and
Mark White as Legal Heirs of the Estate of
Anthony Franklin White and Charleston County
Clerk of Court.

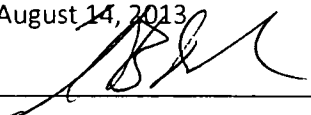
Peronally appeared John H. White, Jr. who upon oath, affirms that he has read the within filed application to the South Carolina court of appeals for a stay of the order of judgement of the Master in Equity for Charleston County dated July 11,2013 affirming order of sale and order requiring appellant eviction to foreclosure in the court below and from which he has appealed to S. C. Court of appeal. Affiant verily believes and affirms that the contents are true and correct.


John H. White, Jr.

Sworn to before

Me this day

August ¹⁵ 14, 2013


Notary

Public for S.C.

My commission expires

18 April 2013

RECEIVED
AUG 16 2013
SC Court of Appeals

STATE OF SOUTH CAROLINA

IN THE COURT OF COMMON PLEAS

COUNTY OF CHARLESTON

FOR THE NINTH JUDICIAL CIRCUIT

JP MORGAN CHASE, N.A.,)

Plaintiff,)

VS.)

CLORENDA MAE WHITE, ET AL,)

Defendants.)

CASE NO.:2011-CP-10-296

 **COPY**

Hearing before the
Honorable Mikell R. Scarborough, reported by Bernadette A.
Cali, CSR and Notary Public, at 11:00 a.m. on July 8,
2013 at 100 Broad Street, Charleston, South Carolina.

A P P E A R A N C E S

For the Plaintiff: Dow A. Davidson, Esq.
Nelson Mullins Riley & Scarborough, LLP
151 Meeting St.
Charleston, S.C. 29401

For the Defendant: John Henry White, Pro se
1510 Grimball Rd. EXT
Charleston, S.C. 29412

Bernadette A. Cali, CSR
Notary Public

1 THE COURT: This is JP Morgan Chase Bank versus
2 Clorenda Mae White, 2011-CP-10-296. We're here today,
3 a continuing hearing following a Rule 60 motion that
4 was filed by Mr. White back in the spring.

5 By order of March 18 this year I issued an order
6 postponing the Defendant's ejectment until April 30,
7 2011 to allow the Defendant to redeem the property.
8 That was my order of March 14.

9 We were back in front of the Court on May 6. At
10 that time Mr. White had an offer and -- made an offer
11 of \$20,000 to settle the case. My understanding is
12 that offer is still on the table?

13 MR. WHITE: Yes, sir. That money is still there.

14 THE COURT: All right; \$20,000 to settle the case.

15 Mr. Dow Davidson is here on behalf of Plaintiff JP
16 Morgan Chase. The bank has not accepted that offer as
17 we speak and has some conditions. Would you state
18 those conditions for the record?

19 MR. DAVIS: Yes, Your Honor. The conditions have
20 really -- truly considering the offers that we be
21 allowed to appraise the property formally, get in look
22 at the building and have a good sense of really what
23 the actual value of the property is.

24 We've conducted a BPO that gives us some
25 indication, but as I've been advising my client --

1 don't want to go into the details of that but that
2 there are other considerations beyond the BPO that I
3 think they need to take into account before making a
4 formal decision.

5 And as I mentioned before we've had constructive
6 conversations with Mr. White about doing that.

7 I'll interject here -- Mr. White, correct me if
8 I'm wrong. I think your concern is that when the
9 appraisal comes back somewhere far in excess of
10 \$20,000, your concern is that we're now going to make a
11 counter offer and ask you for whatever that number is.
12 Is that your concern?

13 MR. WHITE: That along with the fact that the
14 buildings were never ever considered in the original
15 mortgage, as part of the original mortgage nor the
16 foreclosure. And I don't think it's fair that those
17 buildings -- those buildings are considered now. Only
18 the land was mentioned in the lis pendens or the
19 description of the property in the mortgage, and now
20 all of a sudden -- and up until now I haven't even been
21 able to convince anyone, not even the attorney for the
22 estate -- I'm sorry -- the attorney for the estate that
23 Chase has foreclosed on that entire estate. They've
24 done such a good job of disguising that foreclosure or
25 deal that no one believes me, except for you, Your

1 Honor, that the whole thing is foreclosed upon. So why
2 consider the building now? If it's going to go up,
3 it's not going to be in my favor.

4 THE COURT: That's true.

5 MR. DAVIDSON: Your Honor, let me jump in here
6 quickly. I hear what Mr. White is saying. The bank
7 disagrees with his characterization of things up to
8 this point. And that's fine. That's the substance
9 that we can get into if you see fit. But I understand
10 Mr. White's position with respect to the dollar figure.
11 I understand that the \$20,000 is as high as he can go.
12 And, frankly, Your Honor that is not a deal breaker one
13 way or the other. The bank just needs to know, with
14 certainty, what the value of the property is. And we
15 would like to have that chance and, personally, I would
16 like to have that chance before we take steps to remove
17 Mr. White from the property.

18 THE COURT: Okay. All right. Mr. White, you
19 don't want them coming in the property?

20 MR. WHITE: Well, I don't think it's fair that I
21 should be humiliated any more than I've been already,
22 and participate in that humiliation, if all I'm going
23 to do is give them an opportunity to raise the numbers.
24 They need to look at this thing in terms of this is a
25 wrongful foreclosure and Fourteenth Amendment rights;

1 due process, period. I mean, the more I look at this
2 thing the uglier it got. Decent, honorable people are
3 going to be challenged and hurt by this whole ordeal.
4 Decent people that Chase attorneys have deceived this
5 Court about with no buildings and -- it's ugly, Your
6 Honor. I'm well informed at this point.

7 THE COURT: Mr. White, I understand that, too. I
8 also understand that back in March --

9 MR. WHITE: I was to be in the street.

10 THE COURT: You might be on the street again.
11 Okay? I postponed the eviction until April 30th. I'm
12 going to postpone the eviction until August 30th. I'm
13 going to send the Sheriff out there the day after Labor
14 Day. That will be my order. Unless you-all resolve it
15 between the two of you prior to that time. Okay?

16 MR. WHITE: August 30th?

17 THE COURT: August 30th is your drop dead date.

18 MR. WHITE: What time August 30th, Your Honor?

19 THE COURT: 5:00 p.m. If you don't have this
20 thing settled by 5:00 p.m. I'm not going any further.
21 I'm not hearing any more motions. I'm not entertaining
22 nothing else. I'm giving you an additional four months
23 from the the initial time I gave you. You got \$20,000
24 out there. If they say jump through a ring of fire,
25 Mr. White, if I was you I would jump through a ring of

1 fire to get them to take your offer. Because you are
2 not in the driver's seat. This case has already been
3 to trial; the case has already been decided. We have
4 determined that the entire tract of land -- and I think
5 it was your mother's if I remember right, or
6 grandmother's -- I can't remember now who -- mortgaged
7 the entire tract. Whether or not there was a building
8 or no building on there the subdivision of the property
9 took place after the mortgage has determined what
10 property was subject to the foreclosure. It was simple
11 as that. I gave you a period of time to come up with
12 an offer to settle. You-all made that offer. They can
13 accept it or reject it. Okay? They can take \$20,000
14 or they can take zero dollars or they could take a
15 hundred thousand dollars if that's what they want.

16 The problem with the case is that the case was
17 ended. I gave you the opportunity to come in and try
18 to redeem the property. You're in a redemption period.
19 You're not in the driver's seat from that perspective.
20 You're in a redemption period. So I think that's -- I
21 think it's a decent offer. They want to make a
22 business decision. They're entitled to make a business
23 decision. I'm going to give you a lot longer than I
24 think it should be. So I'm going to give you until
25 then. I'm not going to hear any more motions about

1 this. I'm done with this case. I'm just done. Okay?

2 Unfortunately, I'm in the position of having to
3 kick people out of their houses. That's what I do now.
4 I did it Friday. Here I am on Monday doing it again;
5 got another coming up this week. I have an 86 year old
6 woman I have to put out of her house, and I'm not happy
7 about it.

8 MR. WHITE: I know.

9 THE COURT: I do what I do. I took an oath when I
10 took my job. My job is to uphold the law. And I'm
11 sorry. Because people get hurt doing that. All right?
12 But I'm just telling you, I understand what your
13 position is. I understand clearly what you're telling
14 me, but I'll tell you the time to have done that was
15 2011 and 2012. I've given you some additional time
16 because you came in here.

17 MR. WHITE: I asked you and you did.

18 THE COURT: You asked me to do it. Ain't no skin
19 off my back to help somebody. I'm happy to do it. I
20 am just telling you, you're not really in the driver's
21 seat there.

22 MR. WHITE: Not even along with the fact that
23 there was no personal representative in place at the
24 time of the foreclosure? No one was notified, even the
25 attorney of the estate? I mean, this thing is ugly.

1 This has been really a wrongful foreclosure. But I
2 thank you so much for your input and I understand your
3 position.

4 THE COURT: All right. I'm just telling you I
5 know where we are. I'm giving you this additional
6 time, basically two more months, because I think you
7 all can work this out.

8 MR. WHITE: I hope so.

9 THE COURT: You'll have to work from their
10 perspective. I don't want to be prejudging that one
11 way or the other. I'm just going to set a red letter
12 date deadline and that's August 30th. You have it
13 worked out by then or you don't. I don't intend to do
14 anything other than that. I'll issue a form order that
15 says that.

16 MR. DAVIDSON: Sounds good, Your Honor. Is your
17 preference that I contact you one way or the other or
18 if you don't hear from me action will be taken?

19 THE COURT: What I want you to do is send me an
20 order that says just what I said. That way you've got
21 it. Make sure Mr. White's got it, and Ms. White.
22 Okay? The parties to the action have an order that
23 says exactly what I said.

24 MR. DAVIDSON: I will send it this afternoon.

25 THE COURT: You can't wait until August 30th to

1 resolve it. I was going to give you 30 days which was
2 August 6th or 7th or 8th or something. I'll just say
3 end of August. August 30th is the drop dead date to
4 resolve it. If it ain't resolved by then, the chips
5 are going to fall where they fall.

6 MR. DAVIDSON: I think the 30th is good, because
7 even if we get the appraisal sometimes the machine
8 takes awhile.

9 THE COURT: These banks do not move quick. That's
10 unfortunate, but they don't move quick. So my hope is
11 you can have it resolved then. They are not going to
12 even put forth an effort until you-all have come to
13 terms on some agreement. You need to work out whatever
14 the terms are now so that the deal can be done by then.

15 MR. WHITE: Okay.

16 THE COURT: All right. Thank you for coming.

17 MR. WHITE: Okay, Your Honor.

18 THE COURT: Good luck to you, sir. All right.

19 Mr. Davidson, any questions just bring them to me.

20 MR. DAVIDSON: I appreciate it.

21

22

23

24

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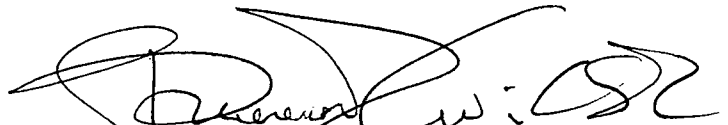
STATE OF SOUTH CAROLINA)
)
COUNTY OF CHARLESTON)

C E R T I F I C A T E

I, Bernadette A. Cali, Notary Public, do hereby certify that the within hearing was taken and transcribed by me; and that the foregoing pages are a true and accurate transcript of the within proceedings. I further certify that the persons were present as stated.

I further certify that I am not of counsel or kin to any of the parties to this action, nor am I interested in the result of the said action.

IN WITNESS WHEREOF, I have hereunto subscribed my name, this July 16, 2013.


Bernadette A. Cali, CSR
Notary Public
My Commission Expires
April 5, 2020

MASTER'S DEED

STATE OF SOUTH CAROLINA)
)
COUNTY OF CHARLESTON) (Public/Private Sale)

To all whom these Presents shall concern:

I, Roger M. Young, 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 VERNA LEE JUDGE, AMANDA LEE ROPER, ELIZABETH J. LESESNE, AND FRANCINA J. BACKMAN, as plaintiff(s) and THE ESTATE OF COOPER JUDGE, THE ESTATE OF FRANKLIN JUDGE, SR., THE ESTATE OF FRANKLIN JUDGE, JR., JULIA MAE WHITE, et al., as defendant(s), by an Order dated on November 16th, 1995, 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. SEE also Supplemental Order dated 2-23-96.

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 (see Final Order dated November 16, 1995) 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 the following described property unto the grantee, JULIA MAE WHITE, a/k/a JULIA M. JUDGE BOWMAN, the following described property:

ALL that certain piece, parcel and lot of land, situate, lying and being on James Island, County of Charleston, State of South Carolina, known and designated as Lot 3, as shown and designated on that certain plat entitled "PLAT SHOWING THE SUBDIVISION OF A 16.384 ACRE TRACT OF LAND INTO LOTS 2 THRU 8, LOT 10, AND A NEW 50' R/W, AND THE ABANDONMENT OF LOTS D, E, & F, AND EXISTING LOT 9, A 1.53 ACRE TRACT OF LAND, PROPERTY OF COOPER JUDGE ESTATE LOCATED IN THE TOWN OF JAMES ISLAND, CHARLESTON COUNTY, SOUTH CAROLINA," and prepared by George A.Z. Johnson, Jr., Inc. Said lot having such size, shape, dimensions, buttings and boundings as reference to the aforesaid plat will more fully and at large appear. said plat recorded at Book EB-271 R.M.C. Office for Charleston County.

BEING a portion of the same property conveyed to Cooper Judge by deed of Sarah E. Grimball dated January 19, 1888, and recorded in the RMC Office for Charleston County on May 16, 1889, in Deed Book W-20, at page 137. Also being a portion of the same premises partitioned by Orders of the Master-in-Equity for Charleston County under Case No. 93-CP-10-4771.

TMS# 427-0000-081

TOGETHER with all and singular the hereditaments, rights, members, and appurtenances whatsoever

Grantees Address
1510 Grimball Rd Ext.
Charleston, SC 29412

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 23rd day of February, in the year of our Lord one thousand nine hundred ninety-six, and in the two hundred and twentieth year of the Sovereignty and Independence of the United States of America.

SIGNED, SEALED, AND DELIVERED
in the Presence of

James B. Hendricks

Witness

Mary B. Johnson
Witness



(L.S.)

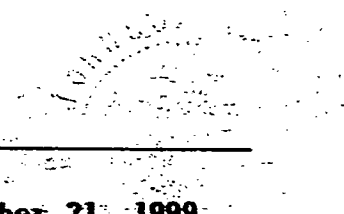
Roger M. Young, Master in Equity for
Charleston County

STATE OF SOUTH CAROLINA)
)
COUNTY OF CHARLESTON)

I, Mary B. Johnson, do hereby certify that Roger M. Young, 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 23rd day of February, 1996.

Mary B. Johnson
Notary Public for South Carolina
My commission expires: September 21, 1999



GEORGE L. MORRIS, ESQ.
116 CHURCH STREET
SUITE ONE
CHARLESTON, SC 29401

pl

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A

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CLERK OF COURT
REGISTER
CHARLESTON COUNTY SC

INDEXED
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8-21-96

FILED THIS 19 day of Aug Year 96
CLERK OF COURT

Raymond A. Mosley
Auditor Charleston County

Exhibit "A"

STATE OF SOUTH CAROLINA)
COUNTY OF CHARLESTON)

IN THE COURT OF COMMON PLEAS
NINTH JUDICIAL CIRCUIT

JPMorgan Chase Bank, National Association,)
Plaintiff,)

Civil Action No. 2011-CP-10-296

vs.

Clorenda Mae White, John Henry White, Andrea Denise White, as Legal Heir and as Personal Representative of the Estate of Anthony Franklin White, Melanie White, Jason White and Mark White, as Legal Heirs of the Estate of Anthony Franklin White and Charleston County Clerk of Court,)
Defendant.)

ORDER

FILED
2013 JUL 11 AM 10:56
JULIE J. ARMSTRONG
CLERK OF COURT

IT APPEARING that the property at issue in this matter was properly foreclosed upon as set forth in the Master in Equity's Order and Judgment of Foreclosure and Sale, which was filed on October 30, 2012; and

IT FURTHER APPEARING that Plaintiff JP Morgan Chase Bank, N.A. was the purchaser of the subject property at this court's December 4, 2012 foreclosure sale; and

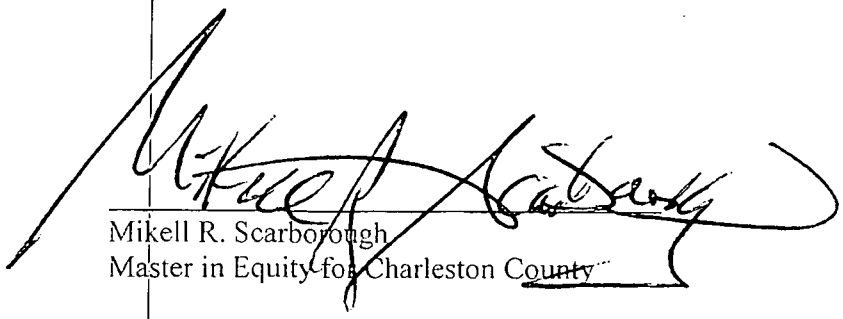
IT FURTHER APPEARING that Plaintiff JP Morgan Chase Bank, N.A. and Defendant John Henry White have attempted to negotiate a sale of the foreclosed property; and

IT FURTHER APPEARING that there is no good cause to prolong the eviction process beyond August 30, 2013 if the parties cannot reach an agreement on a purchase price; it is hereby,

ORDERED, ADJUDGED, AND DECREED that Defendant John Henry White will be evicted from the subject property at 5:00 P.M. on August 30, 2013 if Plaintiff JP Morgan Chase Bank, N.A. and Defendant John Henry White do not agree to a purchase price before that time.

IT IS SO ORDERED.

July 11, 2013



Mikell R. Scarborough
Master in Equity for Charleston County

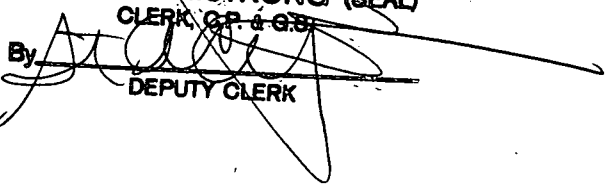
ATTEST: A TRUE COPY
JULIE J. ARMSTRONG (SEAL)
CLERK, C.P. & C.S.
By 
DEPUTY CLERK

Exhibit "b"

12-20-2010

11:14am

STATE OF SOUTH CAROLINA

IN THE COURT OF COMMON PLEAS

COUNTY OF CHARLESTON

~~2010-LP-10-394~~

Chase Home Finance LLC,

2011-CP-10-296

PLAINTIFF,

LIS PENDENS

VS.

Julia Mae White a/k/a Julia M. White a/k/a
Julia M. White Bowman a/k/a Julia M. Judge
Bowman

DEFENDANT(S).

FILED
2010 DEC 20 AM 11:10
JULIE J. ARMSTRONG
CLERK OF COURT
BY

(101003.00168)

NOTICE IS HEREBY GIVEN that an action has been commenced by the Plaintiff above named against the Defendants above named for the foreclosure of a certain mortgage given by Julia Mae White a/k/a Julia M. White Bowman to A&M Mortgage Corporation, dated November 13, 1997, recorded November 25, 1997, in the office of the Clerk of Court/Register of Deeds for Charleston County, in Book N293, at Page 281; subsequently, the Note and Mortgage were assigned to EMMCO The Mortgage Service Station, Inc. by an assignment instrument dated November 13, 1997 recorded November 25, 1997 in Book N292 at Page 492. Thereafter, the Note and Mortgage were assigned to Chase Home Finance LLC

10-21-20

The description of the premises as contained in said mortgage is as follows:

All that certain piece, parcel and lot of land, situate, lying and being on James Island, County of Charleston, State of South Carolina known and designated as Lot 3, as shown and designated on that certain plat entitled "PLAT SHOWING THE SUBDIVISION OF A 16.384 ACRE TRACT OF LAND INTO LOTS 2 THRU 8, LOT 10 AND A NEW 50' R/W, AND THE ABANDONMENT OF LOTS D, E AND F, AND EXISTING LOT 9, A 1.523 ACRE TRACT OF LAND, PROPERTY OF COOPER JUDGE ESTATE LOCATED IN THE TOWN OF JAMES ISLAND, CHARLESTON COUNTY, SOUTH CAROLINA" and prepared by George A.Z. Johnson, Jr., Inc., and recorded in the RMC Office for Charleston County in Plat Book EB, page 271. Said lot having such size, shape, dimensions, buttings and boundings as reference to the aforesaid plat will more fully and at large appear.

This being the same property conveyed to Julia Mae White a/k/a Julia M. Judge Bowman by deed of Roger M. Young dated February 23, 1996 recorded August 16, 1996 in the Register of Deeds Office for Charleston County, South Carolina in Book C273 at Page 377.

TMS No. 427-00-00-081

Exhibit "C"

Please Return To:
A&M MORTGAGE CORPORATION
2138 ASHLEY-PHOSPHATE ROAD STE 103
Charleston, SC 29406

BK N 293PG281

: 250381784

(Space Above This Line For Recording Data)

MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on November 13 , 19 97 .

The mortgagor is JULIA MAE WHITE a/k/a JULIA M. WHITE BOWMAN ("Borrower").

This Security Instrument is given to A&M MORTGAGE CORPORATION, which is organized and existing under the laws of SOUTH CAROLINA, and whose address is 2138 ASHLEY-PHOSPHATE ROAD STE 103, Charleston, SC 29406 ("Lender").

Borrower owes Lender the principal sum of thirty six thousand eight hundred and NO/100ths Dollars (U.S. \$ 36,800.00). This debt is evidenced by Borrower's note dated the same date as this Security Instrument ("Note"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on November 18, 2012 . This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and modifications of the Note; (b) the payment of all other sums, with interest, advanced under paragraph 7 to protect the security of this Security Instrument; and (c) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby mortgage, grant and convey to Lender and Lender's successors and assigns the following described property located in Charleston County, South Carolina:

SEE ATTACHED EXHIBIT "A"

which has the address of 1510 GRIMBALL RD. EXT., Charleston (City) South Carolina 29412 ("Property Address"); (Zip Code)

TO HAVE AND TO HOLD this property unto Lender and Lender's successors and assigns, forever, together with all the improvements now or hereafter erected on the property, and all easements, appurtenances, and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property."

BORROWER COVENANTS that Borrower is lawfully seised of the estate hereby conveyed and has the right to grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

NON-UNIFORM COVENANTS. Borrower and Lender further covenant and agree as follows:

21. Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under paragraph 17 unless applicable law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument, foreclosure by judicial proceeding and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the non-existence of a default or any other defense of Borrower to acceleration and foreclosure. If the default is not cured on or before the date specified in the notice, Lender at its option may require immediate payment in full of all sums secured by this Security Instrument without further demand and may foreclose this Security Instrument by judicial proceeding. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 21, including, but not limited to, reasonable attorneys' fees and costs of title evidence, all of which shall be additional sums secured by this Security Instrument.

22. Release. Upon payment of all sums secured by this Security Instrument, this Security Instrument shall become null and void. Lender shall release this Security Instrument to Borrower, Borrower shall pay any recordation costs. Lender may charge Borrower a fee for releasing this Security Instrument, but only if the fee is paid to a third party for services rendered and the charging of the fee is permitted under applicable law.

23. Waivers. Borrower waives all rights of homestead exemption in the Property.

24. Future Advances. The lien of this Security Instrument shall secure the existing indebtedness under the Note and any future advances made under this Security Instrument up to one hundred fifty percent (150%) of the original principal amount of the Note plus interest thereon, attorneys' fees and court costs.

25. Riders to this Security Instrument. If one or more riders are executed by Borrower and recorded together with this Security Instrument, the covenants and agreements of each such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument. [Check applicable box(es)]

- Adjustable Rate Rider
- Graduated Payment Rider
- Balloon Rider
- Other(s) [specify]
- Condominium Rider
- Planned Unit Development Rider
- Rate Improvement Rider
- 1-4 Family Rider
- Biweekly Payment Rider
- Second Home Rider

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any rider(s) executed by Borrower and recorded with it.

Signed, sealed and delivered in the presence of:

_____ (Seal) (Borrower)
 JULIA MAE WHITE a/k/a JULIA M. WHITE BOWMAN
 _____ (Seal) (Borrower)
 Julia M. White Bowman
 _____ (Seal) (Borrower)
 _____ (Seal) (Borrower)
 _____ (Seal) (Borrower)

_____ First Witness
 _____ Second Witness
 _____ First Witness
 _____ Second Witness
 _____ First Witness
 _____ Second Witness
 _____ First Witness
 _____ Second Witness

_____[Space Below This Line For Acknowledgement]_____

STATE OF SOUTH CAROLINA,

Charleston

County ss:

Before me personally appeared George J. Morris and made oath that he saw the within named Borrower sign, seal, and as her act and deed, deliver the within written Mortgage; and that he with Melva Zinaich witnessed the execution thereof.

Sworn before me this 13th day of November, 1997.

My Commission Expires: 3.14.09

Notary Public for South Carolina

(Seal)

EXHIBIT A

ALL that certain piece, parcel and lot of land, situate, lying and being on James Island, County of Charleston, State of South Carolina known and designated as Lot 3, as shown and designated on that certain plat entitled "PLAT SHOWING THE SUBDIVISION OF A 16.384 ACRE TRACT OF LAND INTO LOTS 2 THRU 8, LOT 10 AND A NEW 50' R/W, AND THE ABANDONMENT OF LOTS D, E AND F, AND EXISTING LOT 9, A 1.523 ACRE TRACT OF LAND, PROPERTY OF COOPER JUDGE ESTATE LOCATED IN THE TOWN OF JAMES ISLAND, CHARLESTON COUNTY, SOUTH CAROLINA" and prepared by George A.Z. Johnson, Jr., Inc. and recorded in the RMC Office for Charleston County in Plat Book EB, page 271. Said lot having such size, shape, dimensions, buttings and boundings as reference to the aforesaid plat will more fully and at large appear.

BEING the same property which Roger M. Young, Master by deed dated February 23, 1996 and recorded August 19, 1996 in the RMC Office for Charleston in Book C273, page 377, conveyed to JULIA MAE WHITE a/k/a JULIA M. JUDGE BOWMAN.

TMS #427-00-00-081

MORTGAGEE'S ADDRESS: 2138 Ashley Phosphate Road
North Charleston, SC 29406