

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

JUDGMENT IN A CIVIL CASE

CASE NO.: 2013-CP-33-306

Anderson Brothers Bank

Dazarhea Monique Parson a/k/a Dazarhea D. Parson a/k/a Dazarhea Monique Daniels Parson, A. Tyrone Parson, Jr. a/k/a Arnold Tyrone Parson, Jr., South Carolina Department of Revenue and South Carolina Department of Motor Vehicles

PLAINTIFF(S)

DEFENDANT(S)

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| <p>Submitted by: Suzanne Taylor Graham Grigg, Esq. NEXSEN PRUET, LLC 1230 Main Street, Suite 700 (29201) Post Office Drawer 2426 Columbia, South Carolina 29202 Telephone: 803-540-2114 Facsimile: 803-727-1440</p> | <p>Attorney for : <input checked="" type="checkbox"/> Plaintiff <input type="checkbox"/> Defendant or <input type="checkbox"/> Self-Represented Litigant</p> |
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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.
- ACTION DISMISSED (CHECK REASON):** Rule 12(b), SCRPC; Rule 41(a), SCRPC (Vol. Nonsuit); Rule 43(k), SCRPC (Settled); Other
- ACTION STRICKEN (CHECK REASON):** Rule 40(j), SCRPC; Bankruptcy; Binding arbitration, subject to right to restore to confirm, vacate or modify arbitration award; Other
- DISPOSITION OF APPEAL TO THE CIRCUIT COURT (CHECK APPLICABLE BOX):**
 Affirmed; Reversed; Remanded; Other

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

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

ORDER INFORMATION

This order ends does not end the case.

Additional Information for the Clerk : This is a foreclosure action.

INFORMATION FOR THE PUBLIC INDEX

Complete this section below when the judgment affects title to real or personal property or if any amount should be enrolled. If there is no judgment information, indicate "N/A" in one of the boxes below.

| Judgment in Favor of (List name(s) below) | Judgment Against (List name(s) below) | Judgment Amount To be Enrolled (List amount(s) below) |
|--|--|--|
| | | \$ n/a |
| | | \$ |
| | | \$ |

If applicable, describe the property, including tax map information and address, referenced in the order: All that certain piece, parcel or lot of land lying and being situate on the southeast side of Quail Roost Drive near the City of Mullins, Marion County, South Carolina. Said lot being shown and

STATE OF SOUTH CAROLINA

COUNTY OF MARION

Anderson Brothers Bank,

Plaintiff,

vs.

Dazarhea Monique Parson, a/k/a Dazarhea D. Parson, a/k/a Dazarhea Monique Daniels Parson, A. Tyrone Parson, Jr. a/k/a Arnold Tyrone Parson, Jr., South Carolina Department of Revenue and South Carolina Department of Motor Vehicles,

Defendants.

IN THE CIRCUIT COURT

Case No. 2013-CP-33-306

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

Pursuant to Rule 53 SCRPC, the above-entitled matter was referred to the Special Referee for Marion County to make appropriate findings of fact and conclusions of law with authority to enter a final judgment in this cause. Any appeal from this Order is to the South Carolina Court of Appeals.

Pursuant to the Order of Reference granted in the above-entitled case, a hearing was held before the Honorable Haigh Porter, Special Referee for Marion County on the 29th day of July 2013. Suzanne Taylor Graham Grigg, Esquire appeared as attorney for the Plaintiff. Defendant Dazarhea Monique Parson a/k/a Dazarhea D. Parson a/k/a Dazarhea Monique Daniels Parson ("Defendant D. Parson") and Defendant A. Tyrone Parson, Jr. a/k/a Arnold Tyrone Parson, Jr. ("Defendant A. Parson") (collectively, the "Parson Defendants") attended the hearing. Rivers Anderson testified on behalf of the Plaintiff.

FINDINGS OF FACT

1. The Lis Pendens, Summons, Complaint and Notice of Mortgagors' Foreclosure Intervention Rights were filed by Anderson Brothers Bank ("ABB" or "Plaintiff") in the Office of the Clerk of Court for Marion County on April 26, 2013.

2. Service was made upon the Parson Defendants on May 1, 2013, as is shown by the Affidavits of Service filed in the Office of the Clerk of Court for Marion County on June 4, 2013.

3. Service was made upon Defendant South Carolina Department of Motor Vehicles ("Defendant SCDMV") on or about May 2, 2013, as is shown by the Affidavit of Service filed in the Office of the Clerk of Court for Marion County on June 4, 2013, and by the Acceptance of Service, Answer to Complaint, Consent to Order of Reference and Certificate of Service filed by Defendant SCDMV in the Office of the Clerk of Court for Marion County on June 4, 2013.

4. Service was made upon Defendant South Carolina Department of Revenue ("Defendant SCDOR") on or about June 7, 2013, as is shown by the Affidavit of Service filed in the Office of the Clerk of Court for Marion County on July 18, 2013, and by SCDOR's Answer, Request for Notice of Surplus Funds, Consent to Reference and Certificate of Service filed in the Office of the Clerk of Court for Marion County on June 12, 2013.

5. The Affidavit of Default and Non-Military Service as to Dazarhea Monique Parson and A. Tyrone Parson, Jr. was filed in the Office of the Clerk of Court for Marion County on June 10, 2013.

6. The Certification Regarding Mortgagor's Non-Participation in Foreclosure Intervention was filed in the Office of the Clerk of Court for Marion County on June 10, 2013.

7. On June 27, 2013, an Order of Reference was filed in the Office of the Clerk of Court for Marion County, referring this matter to the undersigned Special Referee for Marion County.

8. A Notice of Hearing was filed in the Office of the Clerk of Court for Marion County on July 17, 2013, evidencing notice to the Defendants of the hearing scheduled for July 29, 2013.

9. On July 18, 2013, the Parson Defendants filed a Certificate of Non-Response with the Office of the Clerk of Court for Marion County, and on July 19, 2013, the Parson Defendants filed an Answer with the Office of the Clerk of Court for Marion County. Plaintiff's counsel was not served with a copy of either of these documents¹.

10. On or about April 3, 2012, the Parson Defendants, for consideration, made, executed and delivered that certain Promissory Note (the "Note") payable to the order of ABB for a loan in the original principal amount of Twenty Thousand Nine Hundred and 00/100 Dollars (\$20,900.00), together with interest as provided in the Note.

11. To secure payment of the indebtedness owed by the Parson Defendants, in accordance with the terms and conditions thereof, the Parson Defendants, on or about April 3, 2012, made, executed and delivered to ABB that certain Mortgage of Real Estate (the "Mortgage") whereby the Parson Defendants granted ABB a security interest in certain real property (the "Mortgaged Premises") described as follows:

All that certain piece, parcel or lot of land lying and being situate on the southeast side of Quail Roost Drive near the City of Mullins, Marion County, South Carolina. Said lot being shown and designated as Lot No. 34 on a map of Quail Roost Subdivision, Phase I, by Pittman-Lesson Survey Company dated January 24, 1999, and recorded in Plat Book 282, Page 7, Office of Clerk of

¹ Throughout the course of this action, the Parson Defendants have sent numerous mailings and correspondence to Plaintiff's counsel, however, the Certificate of Non-Response nor the Answer were included.

Court for Marion County. Reference is hereby made to said plat for a more detailed metes and bounds description.

Also, that 2000 Dynasty Mobile Home, VIN #H801260GL&R located on subject property .

DERIVATION: This is the same property conveyed to Dazarhea Daniels Parson and A. Tyrone Parson, Jr. by deed from FBSA 1, LLC dated March 28, 2012, recorded April 4, 2012 , in Book 195 at Page 239.

TMS: 034-00-00-255-000

ADDRESS: 3546 Quail Roost Road, Mullins, South Carolina 29574

12. The Mortgage was filed on April 4, 2012, in Book 195 at Page 244, in the Office of the Clerk of Court for Marion County.

13. The Mortgage constitutes a valid purchase-money first mortgage lien upon the Mortgaged Premises.

14. In order to further secure the indebtedness due and owing to ABB, the Parson Defendants executed that certain Consumer Security Agreement dated April 3, 2012 (the "Security Agreement"), wherein the Parson Defendants also granted ABB a lien on the 2000 Dynasty Mobile Home, VIN- H801260GLR (the "Mobile Home") located on the Mortgaged Premises. ABB perfected its security interest in the Mobile Home by recording its lien on the face of the Certificate of Title (the "Title") for the Mobile Home.

15. ABB's perfected security interest in the Mobile Home constitutes a valid first lien upon the Mobile Home.

16. The obligations under the terms and conditions of the Note are in default for, among other reasons, the failure of the Parson Defendants to repay the indebtedness in accordance with the terms thereof.

17. The Note and Mortgage provide that in the event of default in any of the terms

thereof, the whole amount of the debt secured by the Mortgage will become immediately due and payable. By reason of the failure of the Parson Defendants to comply with the terms and conditions of the Note and Mortgage, ABB has declared the entire indebtedness immediately due and payable, and, as a further result of the said default, ABB is entitled to foreclosure of its Mortgage on the Mortgaged Premises and foreclosure of its security interest in the Mobile Home.

18. It is further provided in the Note and Mortgage that if the loan evidenced thereby is not paid when due, the maker will pay all reasonable costs and expenses of suit, including but not limited to reasonable attorneys' fees incurred by the lender.

19. ABB has sent written notice to the Parson Defendants of the default as required by and conforming to applicable law.

20. The amount of the debt due and owing on the Note, with interest at the rate provided in the Note, and other costs and expenses of collection, including reasonable attorneys' fees is as follows:

| | |
|---|--------------------|
| Principal as of July 25, 2013 | \$19,889.43 |
| Interest as of July 25, 2013 | \$ 967.90 |
| Per Diem: \$4.77; Interest Rate: 8.75% | |
| | \$ 78.60 |
| Other: Late Fees | |
| Attorneys' Fees and Costs (allowed by the Court) | \$ 6,657.00 |
| TOTAL DEBT ON THE NOTE AS OF JULY 25, 2013 | \$27,592.93 |

21. ABB is entitled to foreclose its Mortgage securing the indebtedness owed to it by the Parson Defendants, and ABB is entitled to foreclose its security interest in the Mobile Home.

22. Defendant SCDOR may claim an interest in the Mortgaged Premises by virtue of that certain Tax Lien No. 3-51542813-0 in the amount of \$449.71, filed March 5, 2013, in the

Marion County Clerk of Court's Office against Dazarhea Parson d/b/a Best 4 Less; however, the Tax Lien was recorded after ABB's mortgage lien and any such interest claimed by Defendant SCDOR is junior in priority to ABB's purchase-money first mortgage lien.

23. Defendant SCDMV is named as a party in this foreclosure action because the Certificate of Title for the Mobile Home has not been permanently retired in the SCDMV records. ABB seeks entry of this Court's Order directing the SCDMV to issue a new Certificate of Title, free and clear of liens, to the successful purchaser at the foreclosure sale.

24. ABB is entitled to a judgment barring the Defendants and all persons claiming by or through the Defendants from all right, title and interest in or to the Mortgaged Premises and the Mobile Home, and each and every part thereof.

25. ABB does not waive, but specifically demands a judgment of foreclosure against the Parson Defendants for the full amount of the indebtedness found to be due and owing to ABB under the Note and Mortgage, with the right to enter personal judgment against the Parson Defendants for any deficiency remaining after the sale of the Mortgaged Premises and the Mobile Home.

CONCLUSIONS OF LAW

I, therefore, conclude as follows:

1. Plaintiff should have judgment of foreclosure of its Mortgage and foreclosure of its security interest in the Mobile Home, and the Mortgaged Premises, together with the Mobile Home, should be ordered sold at public auction after due advertisement. The sale shall be made subject to taxes and assessments that are due on the day of sale. After making the required deposit, the successful bidder at the sale should be required to pay interest at the judgment rate until the date of compliance.

2. Plaintiff is entitled to Judgment against the Parson Defendants for the total amount of the indebtedness due and owing to Plaintiff, as set forth hereinabove, with the right to enter personal judgment against the Parson Defendants for any deficiency remaining after the sale of the Mortgaged Premises and the Mobile Home.

3. Plaintiff is entitled to an Order directing Defendant SCDMV to issue a new Certificate of Title to the successful purchaser of the Mobile Home at the foreclosure sale.

IT IS HEREBY ORDERED, ADJUDGED AND DECREED THAT:

1. This foreclosure action is not against "property arising out of a loan owned or guaranteed by FNMA or FreddieMac or held by a servicer who has signed an agreement to participate in HMP."

2. The loan, under which the indebtedness arises, is not subject to modification under the HMP.

3. The real property, which is the subject of this foreclosure action, is an "owner-occupied dwelling" as defined by Administrative Order No. 2011-05-02-01, and it is, therefore, subject to the provision of Administrative Order No. 2011-05-02-01.

4. The Parson Defendants received proper notice of their rights regarding foreclosure intervention, pursuant to Administrative Order No. 2011-05-02-01 entered by the Supreme Court of South Carolina, and by their failure to respond to the notice within the prescribed time period, the Parson Defendants have elected not to participate in the foreclosure intervention process with Plaintiff.

5. The Court hereby directs and orders that Defendant SCDMV issue a new Certificate of Title to the successful purchaser of the Mobile Home at the foreclosure sale.

6. There is due to Plaintiff on the Note and Mortgage set forth in the Complaint, as amended herein, the sum of Twenty-Seven Thousand Five Hundred Ninety Two and 93/100

Dollars (\$27,592.93), representing the "Total Debt" due to Plaintiff on the Note, together with interest on the principal balance from July 26, 2013, to the date of judgment.

7. The Total Debt amount due in the preceding paragraph (supra, and later accrued interest on the principal to the date of judgment) shall constitute the total judgment debt due to Plaintiff and shall bear interest after the date of judgment at the rate of 8.75% per annum.

8. The Parson Defendants shall, on or before the date of sale of the property hereinafter described, pay to Plaintiff's attorney the amount of Plaintiff's debt as aforesaid, together with the costs and expenses of this action.

9. On default of payment at or before the time herein indicated, the Mortgaged Premises and the Mobile Home described in the Complaint, as hereinafter set forth, shall be sold by the Special Referee for Marion County or his agent at public auction, at Marion, South Carolina, on some convenient sales day hereafter (and should the regular day of judicial sales fall on a legal holiday, then and in such event, the sales day shall be on the next Tuesday succeeding such holiday), on the following terms, that is to say:

(a) FOR CASH: The Special Referee or his agent will require a deposit of 5% on the amount bid (in cash or equivalent) same to be applied on the purchase price only upon compliance with the bid, but in case of non-compliance within twenty (20) days same to be forfeited and applied to the costs and any surplus pending further order of the Court.

(b) Interest on the balance of the bid shall be paid through the day of compliance at the judgment rate.

(c) The sale shall be subject to the taxes and assessments due on the day of such sale, and existing easements and restrictions of record.

(d) Purchaser shall pay for the preparation of the deed, bill of sale and costs of recording the deed.

10. If Plaintiff is the successful bidder at said sale, for a sum not exceeding the amount of costs, expenses, and the indebtedness of Plaintiff in full, Plaintiff may pay to the Special Referee for Marion County only the amount of the costs and expenses, crediting the balance of the bid on Plaintiff's indebtedness.

11. Personal or deficiency judgment having not been waived, the sale will remain open for thirty (30) days pursuant to S.C. Code Ann. Section 15-39-720, (1976).

12. The Special Referee for Marion County, will by advertisement according to law, give notice of the time and place of sale, and the terms thereof and will execute to the purchaser, or purchasers, a deed to the realty sold and a bill of sale to the Mobile Home. Plaintiff, or any other party to this action, may become a Purchaser at such sale, and if, upon such sale being made, the purchaser, or purchasers, should fail to comply with the terms thereof within twenty (20) days after date of sale, then the Special Referee for Marion County may advertise the said property for sale on the next, or some other subsequent sales day, at the risk of the former highest bidder, and so from time to time thereafter until a full compliance shall be secured.

13. The Special Referee for Marion County shall apply the proceeds of the sale as follows:

First: To payment of the costs and disbursements of this action;

Next: To the payment to Plaintiff or its attorney, of the amount of Plaintiff's debt and interest or so much thereof as the purchase money will pay on the same.

Next: Any surplus will be held pending further Order of this Court.

14. It is further ORDERED, ADJUDGED AND DECREED that in the event the successful bidder is other than the Parson Defendants and if a Writ of Assistance is presented, the Sheriff of Marion County is ordered and directed to eject and remove from the premises the occupant(s) of the property sold, together with all personal property located thereon, and put the

successful bidder or his assigns in such peaceable possession. All valid tenant rights shall be protected pursuant to the Protecting Tenants at Foreclosure Act of 2009.

15. And it is further ORDERED, ADJUDGED AND DECREED that Defendants and all persons whosoever claiming under Defendants 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.

16. IT IS FURTHER ORDERED that, pursuant to S.C. Code Ann. § 30-9-31 (Supp. 1987), the deed of conveyance made pursuant to said sale shall be indexed in the grantor index by the Registrar of Deeds in the name of the owner of record of the Mortgaged Premises immediately prior to execution of the deed, as well as in the name of the Special Referee for Marion County, who executes such deed as grantor.

17. The Special Referee will retain jurisdiction to do all the necessary acts incidental to this foreclosure including, but not limited to, the issuance of a Writ of Assistance and disposing of any surplus funds pursuant to Rule 71 (c), SCRCF.

18. The Mortgaged Premises ordered to be sold is described as follows:

All that certain piece, parcel or lot of land lying and being situate on the southeast side of Quail Roost Drive near the City of Mullins, Marion County, South Carolina. Said lot being shown and designated as Lot No. 34 on a map of Quail Roost Subdivision, Phase I, by Pittman-Lesson Survey Company dated January 24, 1999, and recorded in Plat Book 282, Page 7, Office of Clerk of Court for Marion County. Reference is hereby made to said plat for a more detailed metes and bounds description.

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TMS: 034-00-00-255-000

ADDRESS: 3546 Quail Roost Road, Mullins, South Carolina
29574

19. IT IS FURTHER ORDERED, ADJUDGED AND DECREED that if Plaintiff or 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 sales will be rescheduled for the next available sales day.

AND IT IS SO ORDERED.

The Honorable Haigh Porter
Special Referee for Marion County

July __, 2013