

FORM 4

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

JUDGMENT IN A CIVIL CASE

CASE NO: 2012-CP-10-04981

Reverse Mortgage Solutions, Inc.

Elvenia Bowens, and United States of America,  
acting by and through its agency, Secretary of  
Housing and Urban Development,

PLAINTIFF(S),

DEFENDANT(S).

F12-03066

Submitted by: Korn Law Firm, P.A.	Attorney for : <input checked="" type="checkbox"/> Plaintiff	<input type="checkbox"/> Defendant
	or	
	<input type="checkbox"/> Self-Represented Litigant	

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 \_\_\_\_\_

2013 AUG 22 PM 4: 17  
 JULIE J ARMSTRONG  
 CLERK OF COURT  
 BY [Signature]

FILED

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 : Foreclosure Action

RECEIVED

OCT 01 2013 Page 1

SC Court of Appeals

**INFORMATION FOR THE JUDGMENT 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:

Property Address: 5381 Highway 174, Adams Run, SC 29426 TMS #: 098-00-00-221

The judgment information above has been provided by the submitting party. Disputes concerning the amounts contained in this form may be addressed by way of motion pursuant to the SC Rules of Civil Procedure. Amounts to be computed such as interest or additional taxable costs not available at the time the form and final order are submitted to the judge may be provided to the clerk. Note: Title abstractors and researchers should refer to the official court order for judgment details.

Master in Equity

3062  
Judge Code

8/20/13  
Date

**For Clerk of Court Office Use Only**

This judgment was entered on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_ and a copy mailed first class or placed in the appropriate attorney's box on this \_\_\_\_ day of \_\_\_\_\_, 20\_\_ to attorneys of record or to parties (when appearing pro se) as follows:

Korn Law Firm, PA  
PO Box 11264  
Columbia, SC 29211-1264  
**ATTORNEY FOR THE PLAINTIFF**

**ATTORNEY(S) FOR THE DEFENDANT(S)**

\_\_\_\_\_  
CLERK OF COURT

Court Reporter: \_\_\_\_\_

Form 4 Attachment

Elvenia Bowens  
5381 Highway 174  
Adams Run, SC 29426

United States of America,  
acting by and through its agency,  
Secretary of Housing and Urban Development  
c/o Matthew J. Modica, Esq.  
151 Meeting Street, Suite 200  
Charleston, SC 29401

STATE OF SOUTH CAROLINA

COUNTY OF CHARLESTON

Reverse Mortgage Solutions, Inc.,

PLAINTIFF,

vs.

Elvenia Bowens, and United States of America, acting by and through its agency, Secretary of Housing and Urban Development,

DEFENDANTS.

F12-03066

TO:

Korn Law Firm, P.A.  
Attorney for Plaintiff

Matthew J. Modica, Esq.  
United States of America, acting by and through its agency,  
Secretary of Housing and Urban Development

Elvenia Bowens  
Pro Se

IN THE COURT OF COMMON PLEAS

MASTER'S ORDER AND  
JUDGMENT OF FORECLOSURE AND  
SALE

(NON-JURY MORTGAGE  
FORECLOSURE)

C/A NO: 2012-CP-10-04981

DEFICIENCY WAIVED

2013 AUG 22 PM 4:18  
JOLIE J. ARMSTRONG  
CLERK OF COURT

FILED

The loan is no longer subject to the Supreme Court of South Carolina's Administrative Order 2011-05-02-01 because the Mortgagor(s) have been served with the required notice of rights, and more than 30 days have elapsed since service upon the Mortgagor(s), and, the Mortgagor(s) have failed, refused, or voluntarily elected not to participate in any foreclosure intervention process.

The Certification of Mortgagor Non-Compliance was mailed to the borrower on September 20, 2012, and the borrowers failed to file a response to the notice.

Pursuant to Rule 53 SCRPC, the above-entitled matter was referred to the undersigned to make appropriate findings of fact and conclusions of law with authority to enter a final judgment in the cause.

Pursuant to the said Order of Reference a hearing was held, attended by the attorneys of record, the testimony was taken, which is reported herewith, and from the testimony and evidence, I find conclude and order as follows:

FINDINGS OF FACT:

1. The Lis Pendens was filed on July 31, 2012.
2. The Summons and Complaint were filed on July 31, 2012.
3. Service was made upon the Defendant(s) named in this Report as is shown by the Proof(s) of Service filed herein.

4. That the Defendants Elvenia Bowens, and United States of America, acting by and through its agency, Secretary of Housing and Urban Development are not in default as shown by Affidavit on file herein.

5. The Defendants and/or all attorneys of record were notified of the time, date, and place of the hearing in this matter.

6. According to the Affidavit filed herein, no Defendant in default is in the Military Service of the United States of America, as contemplated under the Soldiers' and Sailors' Civil Relief Act of 1940, and any amendments thereto.

7. For value received, Elvenia Bowens made, executed and delivered a Note dated November 9, 2009, promising thereby to pay to the order of Security One Lending the sum of One Hundred Twenty-Seven Thousand Five Hundred And 00/100 Dollars (\$127,500.00), with interest at 5.685 percent per annum. Other terms and conditions are stated in the Note, which is of record herein.

8. To better secure the payment of the Note described above, the said Elvenia Bowens made, executed and delivered to Security One Lending a Mortgage in writing, dated November 9, 2009, covering real property in Charleston County, which is the same as that described in the Complaint. The mortgage was filed on November 18, 2009, and is of record in the Office of the Register of Deeds for Charleston County in Mortgage Book 0092 at page 431.

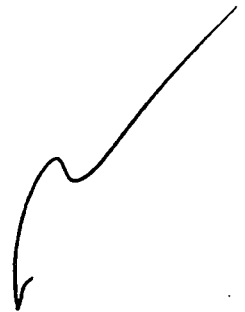
9. Thereafter, by virtue of an assignment dated April 8, 2010, recorded April 27, 2010, in Mortgage Book 0119 at page 240, Security One Lending, a California Corporation assigned said mortgage unto Reverse Mortgage Solutions, Inc. Reverse Mortgage Solutions, Inc., is present lien holder and Plaintiff herein.

10. The above referenced instrument constitutes a first lien priority mortgage.

11. Payment due on the Note has not been made as provided for therein, and the Plaintiff, as the holder thereof, has elected to require immediate payment of the entire amount due thereon and has placed the Note and Mortgage in the hands of the attorney herein for collection.

12. I find that since the inception of this action, plaintiff's attorney has assumed responsibility for the institution of this action and has searched and updated the title on the subject property from the date the current owner received the property or the date the mortgage was executed to the date of the filing of the Lis Pendens. He has been responsible for the preparation of the following pleadings:

1. Lis Pendens
2. Summons and Complaint
3. Affidavit of Default
4. Order of Reference
5. Notice of Hearing
6. Proposed Final Decree
7. Notice of Sale



8. Transcript of Testimony

9. Other documents as applicable pertaining to service and finalization of this action.

Additionally, he has arranged for service of process on the defendant(s), has scheduled and attended the hearing in this matter, has provided reinstatement figures to the primary defendant, if requested, and has had telephone conversations with the defendant(s), if requested. Future duties include forwarding copies of the Decree to the defendant(s), advising the defendant(s) of the date that the property will be sold, arranging and coordinating the amount to be bid by plaintiff, representation of plaintiff at sale and preparation of after sale documentation as required. In light of the potential liabilities inherent in a property matter, the attendant responsibilities and the size of the mortgage debt, I find that the attorney fees requested by the plaintiff in the amount of eight hundred fifty and 00/100 (\$850.00) are reasonable.

13. The amount due and owing on the Note, with interest at the rate provided in the Note, and other costs and expenses of collection, including an attorney's fee, secured by the Note and Mortgage, is as follows:

(a)	Principal due	\$ 50,828.71
(b)	Interest from 5/14/2012 through 8/7/2013 at 5.685%	\$ 12,899.39
(c)	Escrow adjustments (debits or credits)	\$ 5,747.96
	Insurance	\$1,579.95
	Taxes	\$1,818.05
	MIP/PMI	\$2,349.96
(d)	Appraisal fee	\$ 325.00
(e)	Property Inspections	\$ 160.00
(f)	Costs of Collections Prior to Hearing	\$ 734.95
(g)	Attorney Fees	\$ 850.00
	<b>TOTAL DEBT</b> secured by Note and Mortgage, including interest to date shown	<u>\$ 71,546.01</u>

Interest for the period from the date shown in (b) above, through the date of this Judgment at the above stated rate to be added to the above stated "Total Debt" to comprise the amount of the judgment debt entered herein and interest after the date of judgment at the rate of 5.685 percent per annum (pursuant to the terms of the Note and Mortgage) on the judgment debt should be added to such judgment debt to comprise the amount of Plaintiff's debt secured by the mortgage through the date to which such interest is computed.

14. That the Defendant, United States of America, acting by and through its agency, Secretary of Housing and Urban Development, is made a party by virtue of a Mortgage dated November 9, 2009 and recorded November 18, 2009, in Book 0092 at Page 433, in the amount of One Hundred Twenty-Seven Thousand Five Hundred AND 00/100 (\$127,500.00).

15. That the Plaintiff specifically waives its rights to a deficiency judgment in the event the sale of the real estate herein does not yield a sum sufficient to satisfy all indebtedness due to the Plaintiff, including costs and attorney fees.

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

17. This Mortgage loan is not owned, securitized, or guaranteed by Fannie Mae or Freddie Mac nor is the servicer/investor participating in the Home Affordable Modification Program.

#### CONCLUSION OF LAW

I, therefore, conclude as follows:

1. The Plaintiff should have judgment of foreclosure of the mortgage and the mortgaged property should be ordered sold at public auction after due advertisement.

#### IT IS THEREFORE ORDERED, ADJUDGED AND DECREED:

1. There is due to the Plaintiff on the obligation and mortgage set forth in the Complaint the sum of Seventy-One Thousand Five Hundred Forty-Six And 01/100 Dollars (\$71,546.01) representing the "Total Debt" due Plaintiff as set forth supra, together with interest at the rate provided therein on the balance of principal from the date aforesaid to the date hereof.

2. The amount due in the preceding paragraph (the "Total Debt" as set forth supra and later accrued interest on the principal) shall constitute the total judgment debt due the Plaintiff and shall bear interest hereafter at the rate of 5.685% percent per annum.

3. That the Defendants liable for the aforesaid mortgage debt shall, on or before the date of sale of the property hereinafter described, pay to the Plaintiff, or Plaintiff's attorney the amount of Plaintiff's debt as aforesaid, together with the costs and disbursements of this action.

4. That on default of payment at or before the time herein indicated, the mortgaged premises described in the Complaint, as hereinafter set forth, be sold by the Master in Equity at public auction at the Charleston County Courthouse in Charleston, South Carolina, on some convenient sales day hereafter (and should the regular day of judicial sales fall on a legal holiday, then and in the such event, the sales day shall be on Tuesday next succeeding such holiday), on the following terms, that is to say:

A. FOR CASH: The Master in Equity will require a deposit of Five percent (5%) on the amount of the bid (in cash or equivalent) at the time of the sale, same to be applied on the purchase price only upon compliance with the bid, but in case of non-compliance within Thirty (30) days same to be forfeited and applied to the costs and Plaintiff's debt.

B. Interest on the balance of the bid shall be paid to the day of compliance at the rate of 5.685 percent.

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

D. The above referenced instrument constitutes a first lien priority mortgage.

E. The Purchaser is to pay for the deed preparation, for Deed Stamps and costs of recording the Deed.

5. If Plaintiff be the successful bidder at the said sale, for a sum not exceeding the amount of costs, expenses and the indebtedness of the Plaintiff in full, Plaintiff may pay to the undersigned Master in Equity only the amount of the costs and expenses crediting the balance of the bid on Plaintiff's indebtedness.

6. Personal nor deficiency judgment having been waived, the bidding will not remain open after the date of sale and compliance with the bid may be made immediately.

7. Pursuant to Section 2410(c), Title 28, United States Code, the Defendant United States of America has a right to redeem the subject property within one year after the date of the foreclosure sale.

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

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

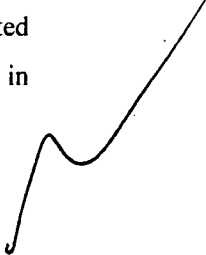
10. That the Master in Equity will apply the proceeds of the sale as follows:

FIRST: To payment of the amount of the costs and expenses of this action, including any Guardian Ad Litem fee or fees of attorneys appointed under Order of Court.

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

NEXT: Any surplus will be held pending further order of the court.

11. It is further ORDERED, ADJUDGED AND DECREED that in the event the successful bidder to whom the deed of conveyance has been issued subsequent to the sale is other than the Defendants in possession herein, the Sheriff of Charleston County is ordered and directed to eject and remove from the premises the occupants of the property sold, together with all personal property located thereon, and put the successful bidder to whom the deed of conveyance has been issued or his assigns in



full, quiet and peaceable possession of said premises without delay, and to keep said successful bidder or his assigns in such peaceable possession. All valid tenant rights shall be protected.

12. And it is further ORDERED, ADJUDGED AND DECREED that each Defendant and all persons whomsoever claiming under him, her or them, be forever barred and foreclosed of all right, title, interest and equity of redemption in the said mortgaged premises so sold, or any part thereof.

13. And it is further ORDERED, ADJUDGED AND DECREED that any prior lien that has been paid in full is hereby satisfied and cancelled of record.

14. IT IS FURTHER ORDERED that the Deed of conveyance made pursuant to said sale shall contain the names of only the first named Plaintiff and the first named Defendant and the Defendant who was the titleholder of the mortgaged property at the time of filing of the Notice of Pendency of the within action, and the name of the Grantee, and the Register of Deeds is authorized to omit from the indices pertaining to such conveyance the names of all parties not contained in said Deed.

15. The Master in Equity will retain jurisdiction to do all necessary acts incident to this foreclosure including, but not limited to, the issuance of a Writ of Assistance.

16. Upon issuance of a Master in Equity Report on Sale and Disbursements, the Register of Deeds is directed to release of record the mortgage lien being foreclosed, which mortgage lien is described as follows:

That Mortgage originally given to Security One Lending by Elvenia Bowens, dated 11/9/2009 and recorded 11/18/2009, in Mortgage Book 0092 at page 431.

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

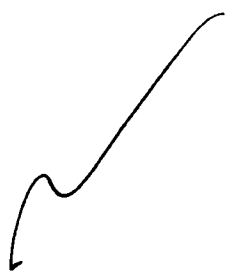
**LEGAL DESCRIPTION AND PROPERTY ADDRESS:**

ALL THAT PIECE, PARCEL OF LOT OF LAND, WITH THE BUILDINGS AND IMPROVEMENTS THEREON, SITUATE, LYING AND BEING IN ADAMS RUN TOWNSHIP, ST. PAUL'S PARISH, CHARLESTON COUNTY, SOUTH CAROLINA, KNOWN AND DESIGNATED AS TRACT C-1B 30,077 SQ. FT. 0.69 ACRES AS SHOWN ON A PLAT PREPARED BY W. MASON LINDSEY, JR., RLS DATED APRIL 29, 1998, AND RECORDED APRIL 30, 1998, IN PLAT BOOK EC, PAGE 470 IN THE RMC OFFICE FOR CHARLESTON COUNTY, SC; SAID LOT HAVING SUCH SIZE, SHAPE DIMENSIONS AND LOCATION AS WILL BY REFERENCE TO THE AFORESAID PLAT MORE FULLY AND AT LARGE APPEAR.

THIS BEING A PORTION OF THE SAME PROPERTY CONVEYED TO ELVENIA BOWENS BY DEED OF EDITH G. SUTCLIFFE, BY DEED DATED DECEMBER 2, 1996 AND RECORDED DECEMBER 17, 1996, IN THE REGISTER OF DEEDS OFFICE FOR CHARLESTON COUNTY, STATE OF SOUTH CAROLINA, IN BOOK U-277 AT PAGE 772.

5381 Highway 174, Adams Run, SC 29426

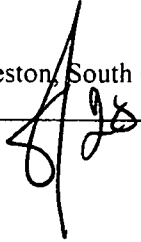
TMS 098-00-00-221



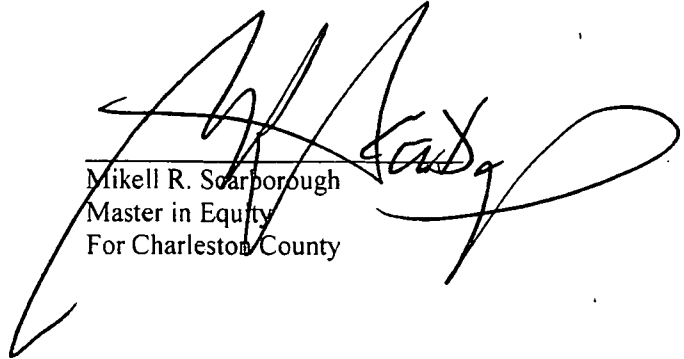
18. IT IS FURTHER ORDERED that if the Plaintiff or the Plaintiff's representative does not appear at the scheduled sale of the above-described property, then the sale of the property will be null, void and of no force and effect. In such event, the sale will be rescheduled for the next available sales day.

19. IT IS FURTHER ORDERED this Mortgage loan is not owned, securitized, or guaranteed by Fannie Mae or Freddie Mac nor is the servicer/investor participating in the Home Affordable Modification Program.

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

A handwritten signature in black ink, appearing to be 'A. J. S.', written over a horizontal line.

Mikell R. Scarborough  
Master in Equity  
For Charleston County

A large, stylized handwritten signature in black ink, written over the typed name and title of Mikell R. Scarborough.

STATE OF SOUTH CAROLINA

COUNTY OF CHARLESTON

Reverse Mortgage Solutions, Inc.

PLAINTIFF,

vs.

Elvenia Bowens, and United States of  
America, acting by and through its agency,  
Secretary of Housing and Urban  
Development,

DEFENDANT(S).

F12-03066

IN THE COURT OF COMMON PLEAS

RECORD OF HEARING

(NON-JURY MORTGAGE FORECLOSURE)

C/A NO: 2012-CP-10-04981

DEFICIENCY WAIVED

BY

JULIE J. ARMSTRONG  
CLERK OF COURT

2013 AUG 22 PM 4: 18

FILED

Pursuant to the Order of Reference granted in the above cause of action, a hearing was held before Mikell R. Scarborough, as Master in Equity for Charleston County, attended by counsel as follows:

APPEARANCES: PETER D. KORN / JOHN S. KAY / DEAN HAYES  
ALAN M. STEWART / JOHN B. KELCHNER  
H. GUYTON MURRELL / SUZANNAH HAYES  
ASHLEY ZARRETT / KEVIN T. HARDY  
CHRIS S. TRULUCK / MICHAL KALWAJTYS

KORN LAW FIRM, P.A.  
Attorneys for Plaintiff

REPORTED BY: Court Reporter

BY THE MASTER: Attorney for the Plaintiff calls attention to the filing of the Lis Pendens in the Office of the Clerk of Court for Charleston County on July 31, 2012.

Attorney for the Plaintiff also calls attention to the filing of the Summons and Complaint in said Office of the Clerk of Court on July 31, 2012, and to the designation of same as Civil Action Number 2012-CP-10-04981 in the Court of Common Pleas.

Attorney for the Plaintiff also calls attention to the Proof(s) of Service as to the Defendants Elvenia Bowens, and United States of America, acting by and through its agency, Secretary of Housing and Urban Development, showing that service of the Summons and Complaint was effected upon said defendants. Attorney for the Plaintiff also calls attention to the Affidavit of Non-Military status showing that the Defendant Elvenia Bowens is not in the Military Service of the United States of America.

Attorney for the Plaintiff also calls attention to the Order of Reference dated December 14, 2012, wherein the above matter was referred to Mikell R. Scarborough, as Master in Equity, with authority to enter final Judgment in the cause.

It is stipulated that the signing of the Testimony by the witnesses, as required under Section 15-31-80, Code of Laws of South Carolina, 1976, is hereby waived.

WHEREUPON, ATTORNEY FOR THE PLAINTIFF STATED AS FOLLOWS:

BY ATTORNEY FOR THE PLAINTIFF: If it pleases the Court, I represent the Plaintiff in this action.

From the original records in my possession, and from the Complaint herein, and from examination of the records of the Office of the Register of Deeds for Charleston County, I find that on November 9, 2009, Elvenia Bowens gave a Mortgage Note unto Security One Lending, in the principal amount of One Hundred Twenty-Seven Thousand Five Hundred And 00/100 (\$127,500.00) Dollars. This Note calls for repayment of the principal together with accrued interest at the rate of 5.685% percent per annum, until paid in full. The Note also contains provisions calling for the assessment of Attorney's Fees and Costs in the event of default and placement in the hands of an Attorney for collection.

The reverse side of the Note contains an Endorsement without recourse in favor of Reverse Mortgage Solutions, Inc.

I would offer a copy of the original Mortgage Note into evidence as Plaintiff's Exhibit One.

MORTGAGE NOTE identified, offered and  
received in evidence as Plaintiff's Exhibit One.

I have next in my possession, the original Mortgage given to secure that Mortgage Note just offered into evidence and containing terms identical thereto. This instrument was given by Elvenia Bowens, unto Security One Lending on November 9, 2009, and was recorded in the Office of the Register of Deeds for Charleston County on November 18, 2009, in Mortgage Book 0092 at Page 431. This instrument conveys the property more fully described in the Complaint.

The above referenced instrument constitutes a first lien priority mortgage.

I would offer a copy of the original Mortgage into evidence as Plaintiff's Exhibit Two.

ORIGINAL MORTGAGE identified, offered and  
received in evidence as Plaintiff's Exhibit Two.

Thereafter, by virtue of an assignment dated April 8, 2010, recorded April 27, 2010, in Mortgage Book 0119 at page 240, Security One Lending, a California Corporation assigned said mortgage unto Reverse Mortgage Solutions, Inc. Reverse Mortgage Solutions, Inc., is present lien holder and Plaintiff herein.

That the Defendant, United States of America, acting by and through its agency, Secretary of Housing and Urban Development, is made a party by virtue of a Mortgage dated November 9, 2009 and recorded November 18, 2009, in Book 0092 at Page 433, in the amount of One Hundred Twenty-Seven Thousand Five Hundred AND 00/100 (\$127,500.00).

The Defendant Elvenia Bowens, who is the record titleholder(s) of the property sought to be foreclosed, failed and refused to make the monthly payments. All subsequent payments are likewise in default. Demand has been made upon the Defendant(s) for payment of same and after demand, the payments remain in default. Upon default, the Plaintiff elected to exercise its option clearly contained in the Mortgage instruments to declare the entire remaining principal and interest due and payable. The principal balance due on the Note and Mortgage at the present time is Fifty Thousand Eight Hundred Twenty-Eight And 71/100 (\$50,828.71) Dollars. The Plaintiff has computed interest at the Contract rate of 5.685 percent per annum from May 14, 2012, which was the date of the last paid installment through August 7, 2013, and has determined this amount to be Twelve Thousand Eight Hundred Ninety-Nine And 39/100 (\$12,899.39) Dollars. In addition to principal and interest as aforementioned, the Defendant(s) were required to pay certain funds monthly into an escrow account to defray the costs of taxes and insurance. This amount is likewise in default. There exists a deficit in this account at the present time of Five Thousand Seven Hundred Forty-Seven And 96/100 (\$5,747.96) Dollars. The following is also due and owing on their account: Three Hundred Twenty-Five And 00/100 (\$325.00) Dollars for BPO / Appraisal charges. The following is also due and owing on their account: One Hundred Sixty And 00/100 (\$160.00) Dollars for Property Inspection costs. At this time the Plaintiff would direct the Court's Attention to the provisions of the Mortgage Note and Mortgage regarding the assessment of attorney's fees and costs and would show that it has expended the sum of Seven Hundred Thirty-Four And 95/100 (\$734.95) by way of filing fees and service costs prior to the hearing. In addition, in view of the size of the mortgage debt and the complexity of the foreclosure action, the Plaintiff would request for its attorney the sum of Eight Hundred Fifty And 00/100 (\$850.00), as a reasonable attorney's fee pending final accounting of this case.

That the Plaintiff specifically waives its rights to a deficiency judgment in the event the sale of the real estate herein does not yield a sum sufficient to satisfy all indebtedness due to the Plaintiff, including costs and attorney fees.

Examination of the Public records of Charleston County, contained in the Office of the Clerk of Court and Register of Deeds forward from the date of recording of that Mortgage sought to be foreclosed, up to and including the date and time of the filing of the Lis Pendens in this action reveals that no persons, firms or municipalities other than the parties to this action have any interest in, lien on or claim to this subject property by way of mortgage, judgment, assessment or otherwise.

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The Plaintiff moves for foreclosure of its mortgage with equity of redemption barred, requesting that the proceeds of any public sale be disbursed in accordance with the prayer of the Plaintiff's Complaint and further in accordance with the law and the custom of this Court applicable thereto.

By Matthew J. Modica, Esquire: Your Honor, I am an Attorney, and I represent the Defendant, United States of America, acting by and through its agency, Secretary of Housing and Urban Development. I wish to call attention to the Answer filed by this defendant, assert that this is a lien upon the property in question, and request the Court to determine its priority and protect the lien of said defendant.

All taxes have been paid through the year 2011.

I have nothing further at this time, Your Honor.

REFERENCE ADJOURNED.

Korn Law Firm, P.A.

BY: 

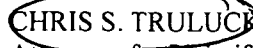
Date: 8/6, 2013

PETER D. KORN / JOHN S. KAY / DEAN HAYES

ALAN M. STEWART / JOHN B. KELCHNER

H. GUYTON MURRELL / SUZANNAH HAYES

ASHLEY ZARRETT / KEVIN T. HARDY

 CHRIS S. TRULUCK / MICHAL KALWAJTYS

Attorneys for Plaintiff

Columbia, South Carolina  
August 7, 2013