

FORM 4

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

JUDGMENT IN A CIVIL CASE

CASE NO. 2011-CP-10-2505

Wells Fargo Bank, N.A. as Trustee for WaMu Mortgage Pass-  
 Through Certificates Series 2006-PR1 Trust,

Marvin Smalley, Bay Club Homes Property Owners Association,  
 Inc.,

PLAINTIFF(S)

DEFENDANT(S)

Submitted by:  
 Weston Adams (SC Bar #303), Leigh B. Brown (SC Bar #77462),  
 Caroline R. Glenn (SC Bar #77157), Robert P. Jackman (SC Bar  
 #78755), William P. Stork (SC Bar #100242)  
 P.O. Box 291, Columbia SC 29202  
 phone: 803-254-1675 fax: 803-799-3141

Attorney for:  Plaintiff  Defendant  
 or  
 Self-Represented Litigant

FILED  
 2012 DEC 27 PM 12:59  
 JULIE J ARMSTRONG  
 CLERK OF COURT

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), SCRP;  Rule 41(a), SCRP (Vol. Nonsuit);  Rule 43(k), SCRP (Settled);  Other - \_\_\_\_\_
- ACTION STRICKEN (CHECK REASON):**  Rule 40(j) SCRP;  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: Foreclosure

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:

TMS # 460-11-02-114  
 PROPERTY ADDRESS: 109 Bogard Street Charleston, South Carolina 29403

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.

Circuit Court Judge  
 SCRPC Form 4C (12/2011)

Judge Code 3062

Date 12/17/12

For Clerk of Court Office Use Only

This judgment was entered on the \_\_\_\_\_ day of \_\_\_\_\_, 2012 and a copy mailed first class or placed in the appropriate attorney's box on this \_\_\_\_\_ day of \_\_\_\_\_, 2012 to attorneys of record or to parties (when appearing pro se) as follows:

WESTON ADAMS LAW FIRM  
1501 RICHLAND STREET  
POST OFFICE BOX 291  
COLUMBIA, SOUTH CAROLINA 29202

**ATTORNEY(S) FOR THE PLAINTIFF(S)**

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

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

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

STATE OF SOUTH CAROLINA )  
 )  
 COUNTY OF CHARLESTON )  
 )  
 Wells Fargo Bank, N.A. as Trustee for )  
 WaMu Mortgage Pass-Through )  
 Certificates Series 2006-PR1 Trust, )  
 )  
 Plaintiff, )  
 )  
 vs. )  
 )  
 Marvin Smalley, Bay Club Homes )  
 Property Owners Association, Inc., )  
 )  
 Defendants. )

IN THE COURT OF COMMON PLEAS  
 DOCKET NO. 2011-CP-10-250

FILED  
 2012 DEC 27 PM 12:59  
 J. ARMSTRONG  
 CLERK OF COURT

MASTER IN EQUITY'S  
 ORDER AND JUDGMENT OF  
 FORECLOSURE AND SALE

(NO DEFICIENCY REQUESTED)

TO:

Weston Adams Law Firm  
 Attorneys for Plaintiff

David K. Haller  
 Attorney for Defendant Marvin Smalley

John J. Dodds, III  
 Attorney for Defendant Bay Club Homes Property Owners Association, Inc.

Pursuant to Rule 53, SCRCF, 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, and any appeal therefrom shall be directed to the South Carolina Court of Appeals.

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

### FINDINGS OF FACT

1. The Lis Pendens was filed on May 3, 2010.
2. The Summons and Complaint were filed on May 3, 2010.
3. Service was made upon the Defendants named in this Order as is shown by the proof of service filed herewith.
4. No Defendant is in default as shown by the affidavit filed herein.
5. The Defendants and 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, Marvin Smalley made, executed and delivered a note dated the 30th day of November, 2005, promising thereby to pay to the order of The Bank of South Carolina the sum of \$290,500.00, with interest at two and 125/1000 (2.125%) per cent 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 Marvin Smalley made, executed and delivered to Mortgage Electronic Registration Systems, Inc. as nominee for The Bank of South Carolina a mortgage in writing dated the 30th day of November, 2005, covering real property in Charleston County, which is the same as that described in the Complaint. The mortgage was filed on the 2nd day of December, 2005 and is of record in the Office of the Register of Mesne Conveyances for Charleston County in Mortgage Book R564 at page 309.
  - (a) Thereafter, by assignment dated June 3, 2010, and recorded in the said RMC's office on June 11, 2010 in Mortgage Book 127 at page 694, the said Mortgage Electronic Registration

Systems, Inc. as nominee for The Bank of South Carolina assigned the subject mortgage to Wells Fargo Bank, N.A. as Trustee for WaMu Mortgage Pass-Through Certificates Series 2006-PR1 Trust, who is now the owner and holder thereof and the debt secured thereby.

9. This mortgage constitutes a first lien on the subject property.

10. 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.

11. The sum of \$4,535.00 is a reasonable amount to allow as attorney fees for Plaintiff's attorney for services performed and anticipated to be performed until final adjudication of the within action under the terms of the note and mortgage.

12. 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 balance 12/1/09	\$316,947.55
b. Interest from 11/1/09 to 11/19/12 at three and 653/1000 (3.653%) per cent per annum	\$37,744.49
c. Escrow / corporate advances	\$19,464.30
d. Late charges	\$427.34
e. Costs of collection before hearing	\$1,277.57
f. Attorney fee	\$4,535.00

Total debt secured by note and mortgage,  
including interest to date shown \$380,396.25

Interest for the period from the date shown in (b) above through the date of this judgment at above stated rate to be added to the above stated "Total Debt" to comprise the amount of the judgment debt herein and interest after the date of judgment at the rate of three and 653/1000 (3.653%) per cent 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.

13. The Plaintiff is seeking the usual foreclosure of the mortgage and has in the Complaint, or subsequent thereto in writing, expressly waived the right to a personal or deficiency judgment.

14. The Defendant(s) below named claim or may claim a lien upon or interest in the subject property by virtue of the matters and things hereinbelow alleged and in the event there is a surplus from the sale of the subject property, the validity, priority and amount of any such lien claim will be determined at a hearing subsequent to the sale, in accordance with Rule 71(c) SCRPC.

(a) The Defendant, Bay Club Homes Property Owners Association, Inc. by virtue of a pending judgment obtained against Marvin H. Smalley dated April 9, 2010, and recorded in said RMC's office on April 9, 2010 as Case No. 2010-CP-10-2957. Any such interest in or lien upon the said property is junior and subordinate to Plaintiff's Mortgage.

15. The Plaintiff's Complaint alleges that no Defendant is entitled to relief under the South Carolina Supreme Court Administrative Order 2009-05-22-01. This averment was not challenged by any Defendant and it is therefore determined that no Defendant is entitled to relief under this Order.

#### CONCLUSIONS OF LAW

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED:

1. The Plaintiff's Mortgage be declared a first lien and Plaintiff should have judgment of foreclosure of the mortgage and the mortgaged property should be ordered sold at public auction after due advertisement.

2. That the Plaintiff has complied with the mandates of South Carolina Supreme Court Administrative Order 2009-05-22-01.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED:

1. That there is due to the Plaintiff on the obligation and mortgage set forth in the Complaint the sum of \$380,396.25, representing the total debt due Plaintiff as set out in Paragraph 12, 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 in Paragraph 12, supra, and later accrued interest on the principal), shall constitute the total judgment debt due Plaintiff and shall bear interest hereafter at the rate of three and 653/1000 (3.653%) per cent per annum. The amount of the judgment shall be subject to increase to permit the Plaintiff to recover additional costs, commissions and expenses not included in the judgment figures set forth herein. It may also increase to include supplemental compensation for attorney's services not contemplated by the initial fee awarded. Jurisdiction over the fee award and total debt is reserved to facilitate the assessment and payment of any such costs and/or supplemental compensation. Such additional costs, commissions and expenses may be established by affidavit and shall be adjudicated by the Court without further hearing.

3. The Defendant is liable for the aforesaid mortgage debt and shall, on or before the date of sale of the property hereinafter described, pay to 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, shall be sold by the Master in Equity at public auction at the Charleston County Courthouse 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 Tuesday next succeeding such holiday) on the following terms:

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

B. Interest on the balance of the judgment shall be paid to the day of compliance at the rate of three and 653/1000 (3.653%) per cent.

C. The sale shall be subject to real property taxes and assessments, existing easements and restrictions of record, and any senior encumbrances.

D. The Purchaser is to pay for deed stamps and costs of recording the deed.

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

6. Personal or deficiency judgment being waived, the bidding will not remain open after the date of sale, but compliance with the bid may be made immediately.

7. 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 if, upon such sale being made, the Purchaser, or Purchasers, should fail to comply with the terms thereof within 30 days after the date of sale, 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.

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

FIRST: To the payment of the amount of the costs and expenses of this action, including plaintiff's attorney fee and 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 or so much thereof as the purchase money will pay on same.

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

9. IT IS FURTHER ORDERED, ADJUDGED AND DECREED that in the event the successful bidder is other than the Defendant in possession herein, upon full compliance with the bid 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 therein, and put the successful bidder or his assigns in full, quiet and peaceable possession of said premises without delay, and to keep the successful bidder or his assigns in such peaceable possession. Pursuant to S.C. Code Ann. Sec. 27-40-710, personal property will be placed on the street or public highway for disposal, and removed after forty-eight hours.

10. IT IS FURTHER ORDERED, ADJUDGED AND DECREED that each Defendant named herein and all persons whosoever claiming under him, 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.

11. 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 Mesne Conveyance is authorized to omit from the indices pertaining to such conveyance the names of all parties not contained in said deed.

12. The undersigned 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.

13. This case was referred to the Master in Equity for Charleston County to direct entry of final judgment in this action under Rule 53, SCRPC. Any appeal from the final judgment entered by the Master in Equity shall be directly to the South Carolina Court of Appeals.

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

ALL that certain piece, parcel or lot of land, together with any and all improvements thereon, situate, lying and being in the City of Charleston and State of South Carolina, and known and designated by the number 15 on the plan of One Hundred and One Lots made by Louis J. Barbot, April 10th, 1892 and recorded in the Office of the Register of Mesne Conveyances for Charleston County in Plat Book B, at page 149.

Measuring and containing on Bogard Street Thirty-three (33') feet Six (6") inches, on Kracke Street Ninety three (93') feet, on the East line Ninety-one (91') feet, and on the South line Thirty-three (33') feet Six (6") inches.

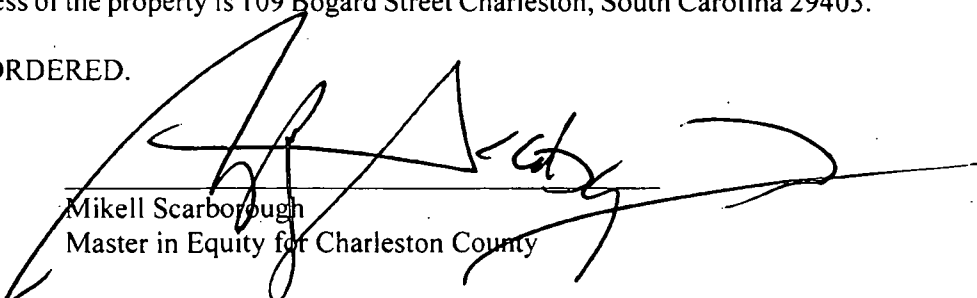
Butting and bounding to the North on Bogard Street, South on Lot No. 16 of said Plat, East by Lot No. 14 of said Plat and West by Kracke Street.

This being the same property conveyed to Marvin Smalley by deed of Denise E. Crosby and David L. Foust recorded September 22, 2000 in Deed Book H-355 at page 693.

TMS No. 460-11-02-114

The current address of the property is 109 Bogard Street Charleston, South Carolina 29403.

AND IT IS SO ORDERED.

  
Mikell Scarborough  
Master in Equity for Charleston County

Charleston, South Carolina  
12/17, 2012