

CASE NO.  
2013-001323

STATE OF SOUTH CAROLINA  
COUNTY OF GREENVILLE

COURT OF COMMON PLEAS  
Receipt of Transcript

New Carolina Mortgage,

Plaintiff,

against

File #36866

Curtis Glenn Moore

Defendant(s),

C.A. #12-CP-23-6231

2013 JAN 30 P 12:1

FILED-CLERK OF COURT  
GREENVILLE CO. S.C.  
PAUL B. WICKENSIMEN

80

PLAINTIFF'S ATTORNEY:

David G. Ingalls, Esquire, Esquire

Date of hearing : 1/23/13

Transcript of Testimony received from Ann D. Campbell, Court  
Reporter and filed by Clerk of Court for Greenville County, South Carolina.

Date: January 29, 2013

ADC  
Ann D. Campbell, CVR

C.G.M.  
Curtis Glenn Moore

RECEIVED

OCT 29 2013

SC Court of Appeals

ENTERED COMPUTER

1 STATE OF SOUTH CAROLINA )  
2 COUNTY OF GREENVILLE ) COURT OF COMMON PLEAS )

3  
4 New Carolina Mortgage, ) Case No.: 12-CP-23-6231 )  
5 Plaintiff, ) TRANSCRIPT OF TESTIMONY )  
6 vs. ) January 23<sup>RD</sup>, 2013 )  
7 Curtis Glenn Moorner, ) Greenville, South Carolina )  
8 Defendant, )  
9 )

10  
11 B E F O R E:

12 The Honorable Charles B. Simmons, Jr.  
13 Master in Equity for Greenville County

14 A P P E A R A N C E S:

15 David G. Ingalls, Esquire  
16 Attorney for Plaintiff  
17  
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22  
23 **Ann Dickey Campbell, CVR**  
**Court Reporter**

24 C.G.M.  
25 Curtis Glenn Moorner  
October 26-2013

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BY THE COURT: Is Curtis Glenn Moorer here?

MR. INGALLS: I did not see him in the hall.

BY THE COURT: Mr. Anderson, since you're over that way, how about you go outside and call for Curtis Moorer?

BAILIFF: Curtis Moorer?

BY THE COURT: Yes, sir.

All right, and for the record, this is 2012-6231, New Carolina versus Moorer. The case is referred. There is a Notice of Hearing that has previously been filed with the Clerk of Court's Office, and the Defendant is not present, so I will be glad to hear from you, Mr. Ingalls.

MR. INGALLS: Thank you, Your Honor. This is a foreclosure involving New Carolina Mortgage versus Curtis Glenn Moorer, who is a Defendant in default. I would like to call, as my first and only witness, Charlotte Hunt for New Carolina Mortgage.

BAILIFF: I called three times. There is no answer to Curtus Moorer.

BY THE COURT: Fine job, Mr. Anderson.

If you will come around to the witness stand, please. Place your left hand on the Bible and raise your right hand. Do you swear to tell the truth, the whole truth and nothing but the truth?

MS. HUNT: Yes, I do.

BY THE COURT: All right, if you would come around and

1 have a seat, please. And if you will, state your full name?

2 MS. HUNT: Charlotte Mae Hunt.

3 CHARLOTTE MAE HUNT, being first duly  
4 sworn, testified as follows:

5 DIRECT EXAMINATION BY MR. INGALLS:

6 Q Ms. Hunt you are an officer of New Carolina Mortgage?

7 A That's correct.

8 Q Are you familiar with the records of New Carolina Mortgage  
9 insofar as they relate to the property which is the subject  
10 today, that is 27 Fox Hall Road in Greenville, South  
11 Carolina?

12 A Yes, I am.

13 Q Does that involve a loan that you made to, New Carolina  
14 made to Mr. Curtis Glenn Moorer?

15 A Yes.

16 Q And was that the loan made on March 7<sup>th</sup>, 2006?

17 A Yes.

18 Q And it was in the original amount of \$20,422.50?

19 A Yes.

20 Q Okay, and that was indicated on a note he signed on that  
21 day, is that correct?

22 A Yes, it is.

23 Q And that loan was to carry interest at a rate of 19%, is  
24 that correct?

25 A Yes.

1 Q Okay, and the note, which is attached to the pleadings,  
2 that's a true and correct copy of that note, is that  
3 correct?

4 A Yes.

5 Q Okay, and was that note secured by a mortgage on the Fox  
6 Hall Road property?

7 A Yes, it was.

8 Q Was that mortgage recorded on March 10<sup>th</sup>, 2006 in the  
9 Register of Deeds Office in Greenville County at Book 4528  
10 at page 1100?

11 A Yes, it was.

12 Q And has Mr. Moorer made all the payments due on that note?

13 A No, he has not.

14 Q And was the last payment made in September of 2011?

15 A Yes.

16 Q And at that point, what was the principal balance due and  
17 owing on that?

18 A It was \$18,007.51.

19 Q And have you calculated the interest at the note rate since  
20 that day to today?

21 A Yes, I have. It's \$5,750.21.

22 Q Okay, were there late charges associated with that as well,  
23 an NSF fee?

24 A Yes, an NSF fee.

25 Q Okay, and that was \$49.19?

- 1 A Yes, it was.
- 2 Q This is actually the second time you've foreclosed this?
- 3 A Right. The first time, he filed bankruptcy.
- 4 Q Okay, and in filing bankruptcy, New Carolina Mortgage had  
5 some expenses associated with that and the expenses  
6 associated with the original foreclosure, is that correct??
- 7 A That is correct.
- 8 Q What are those expenses, please?
- 9 A We have attorney's fees of \$2,500.00 and then the  
10 bankruptcy attorney's fees of \$1,100.00.
- 11 Q The \$2,500.00 is actually a fee for my services for this  
12 case, is that correct?
- 13 A Yes, it is, and the past was \$1,014.00.
- 14 Q Did the note and mortgage require this borrower to maintain  
15 the cost of insurance on the property?
- 16 A Yes, it did.
- 17 Q Did he in fact do that?
- 18 A No, he did not. We had to force place insurance.
- 19 Q And what was that amount?
- 20 A A total of \$1,619.35.
- 21 Q Okay, did the note and mortgage also require him to pay  
22 taxes on the property?
- 23 A Yes, it did, which he did not.
- 24 Q Okay, and did you have to pay it for him?
- 25 A We did, for 2007 through 2010, \$3,688.05.

1 Q And there's a certified check fee, \$8.00 and some postage  
2 of \$40.06?

3 A Right.

4 Q And then the costs of collection prior to hearing of  
5 \$452.50. That's on my Affidavit as the costs incurred by my  
6 office, is that correct?

7 A Yes.

8 Q And you've put all of these figures on a Noteholder  
9 Affidavit, is that correct?

10 A Yes, I did.

11 Q And is that the one signed by you?

12 A Yes, it is.

13 MR. INGALLS: Your Honor, I'd like to offer this into  
14 evidence, please.

15 BY THE COURT: All right, thank you, sir.

16 Q The note and mortgage requires the Defendant to pay  
17 attorney's fees if it were placed in the hands of an  
18 attorney for collection, is that correct?

19 A Yes, it is.

20 Q And what is that amount that I quoted?

21 A \$2,500.00.

22 Q Okay, and you feel that's a reasonable attorney's fee?

23 A Yes.

24 Q Okay, and you are asking the mortgage to be foreclosed and  
25 that the judgment amount of \$34,718.64 be assessed and the

1 property be sold at the next succeeding sales day as is the  
2 custom of the Court?

3 A Yes.

4 Q Fine. Would you answer any questions the Court may have for  
5 you, please?

6 BY THE COURT: Is deficiency sought or waived?

7 MR. INGALLS: Waived.

8 BY THE COURT: All right, I don't have anything. Thank  
9 you, ma'am. This will go into the March sale, if you will  
10 make sure someone on your staff emails the Notice.

11 MR. INGALLS: Thank you.

12 (Transcript of Testimony with note, mortgage,  
13 Attorney's Fee and Costs Affidavit collectively entered into  
14 evidence as Plaintiff's Exhibit #1)

15 (Affidavit of Costs entered into evidence as  
16 Plaintiff's Exhibit #2)

17 (Noteholder Affidavit (Foreclosure) entered into  
18 evidence as Plaintiff's Exhibit #3)

19 ----- END OF TRANSCRIPT -----  
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I, the undersigned Ann D. Campbell, Court Reporter, Office of Master in Equity for Greenville County, South Carolina, do hereby certify that the foregoing is a true, accurate and complete transcript of record of all the proceedings had and evidence introduced in the hearing of the captioned case, relative to appeal, before The Honorable Charles B. Simmons, Jr., as Master in Equity for Greenville County, South Carolina, on the 23<sup>RD</sup> day of January, 2013.

I do further certify that I am neither of kin, counsel, nor any interest to any parties hereto.

January 29<sup>TH</sup>, 2013

*Ann D Campbell CVR*  
Ann Dickey Campbell, CVR

*C G M*  
*Curtis Glean*  
*OCTOBER 26 2013*

CASE NO  
2013-001323

# Moss & Associates

**ATTORNEYS, P.A.**

Offices:  
Columbia: 803-933-0202  
Greenville: 864-272-3413  
Charleston: 843-744-3002  
[www.mossattorneys.com](http://www.mossattorneys.com)

816 Elmwood Avenue  
Columbia, South Carolina 29201  
1-800-346-4916

*"SOUTH CAROLINA'S LARGEST BANKRUPTCY FILER"*

February 21, 2013

## **STOP** THE FORECLOSURE SALE OF YOUR HOME.

The sale of your home is set for March 4, 2013  
(According to your County Court records, foreclosure proceedings have begun.)

Filing for Reorganization under Chapter 13 of the Bankruptcy Code will instantly stop the foreclosure of your home and may allow you to reorganize your debts into **one manageable monthly payment**. Filing a Chapter 13 may allow you to put your missed mortgage payments into a payment plan that can last as long as 60 months. Further, in a Chapter 13, you can reorganize the rest of your bills (including: car loans, credit cards, loans, and taxes) into one monthly payment.

Our law firm focuses on saving homes like yours, but you must act immediately since you are required to file before the sale date. For a **free** initial office consultation, call 1-800-346-4916. We are a debt relief agency. Payment plans are available. We help people file for bankruptcy relief under the federal bankruptcy code.

**MOSS & ASSOCIATES, ATTORNEYS P.A.**

Columbia, toll free (800) 346-4916  
Columbia Office: (803) 933-0202  
Charleston Office: (843) 744-3002  
Greenville Office: (864) 272-3413

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OCT 29 2013  
**SC Court of Appeals**

*If you have not received foreclosure papers on your home, please disregard this letter.*

Customer Center - Moss & A. X

https://qbo.intuit.com/c36/v60.147/413955963/frameaset?htyp

UPGRADE

# QuickBooks Online Simple Start

Home Company **Customers** Vendors Emp

Customer Center Sales Receipt Income List Invoice Receive Payment

## Customer Center

Import... New Customer

Show Deleted

moorer

Name ^	Balance
Moore, Ashley	1,306.00
Curtis Moorer	-0.00

### Preferred Payment Method

### Preferred Delivery Method

Print

Hide Details

### Transactions

New Transaction

Print

Status	Date ▼
	11/30/2012
	11/16/2012
	11/05/2012
	10/02/2012
	10/02/2012



e=new



Moss & Associates Sign Out Your Account Help



Employees Banking Reports App Center

Find

Accept Credit Cards More

Feedback

Related How Do I?

### Terms

### Tax Resale #

Show All Transactions Date All Dates

Type	Num	Memo	Amount
Payment			230.00
Payment			400.00
Payment			800.00
Invoice	1219		1,530.00
Payment			100.00

5-17-2013

To Whom it may concern,

This letter is in regards to me losing my home on 27 Fox Hall Rd Greenville, SC 29605. On Oct 2, 2012, I entered the office of Moss Associates, and I retained a Lawyer, so that I can file for Bankrupt. By Nov 2012 my Retainer fee, was paid in full.

I explained to Moss Associates, that the reason I wanted to file Chapter 13 was to save my home. I was broke, I took all the savings I had to pay my Retainer fee. I can't explain what went wrong. I don't understand why Moss Associates did not add my home on 27 Fox Hall Rd. to my Chapter 13. I was not aware that my house was not added to my Chapter 13, until I received a letter, in Feb, stating that my home would be sold at an auction by March 4.

And there for my home was sold. I am asking for help from you to help me get my home back to me. I was paying a Mortgage of \$335.00 and now they are asking me to pay rent off \$600.00, I am not working. I keep receiving Eviction notices from Carolina/Luthi Mortgage. I am asking is there some way that my Home can be added to my ~~Bank~~ Chapter 13 account. I don't understand how Moss Associates was unable to put my home on my Chapter 13, they had enough time to send Carolina/Luthi Mortgage, information that stated I had filed Chapter 13. Could you please help me resolve this matter, before I get put out of ~~the~~ my Home.

SO I GOT BACK TO WORK  
FOR PLUMBERS & PIPE FITTERS  
LOCAL UNION 421

Thank You  
Curtis G. Moore

1-864-567-2946  
CELL PHONE

CASE NO  
2013-001323

STATE OF SOUTH CAROLINA  
COUNTY OF GREENVILLE

CLERK OF COURT  
GREENVILLE CO. S.C.  
PAUL B. WICKENSIMER

COURT OF COMMON PLEAS  
DOCKET NO. 2012-CP-23-6231

2013 JAN 24 1:59 PM

New Carolina Mortgage  
  
PLAINTIFF(S),  
  
VS.  
  
Curtis Glenn Moorner  
  
DEFENDANT(S).

MASTER'S ORDER  
AND  
JUDGEMENT  
OF  
FORECLOSURE  
AND  
SALE  
(Deficiency Waived)

RECEIVED  
OCT 29 2013  
SC Court of Appeals

Pursuant to Rule 53 SCRPC, the above-entitled matter was referred to the undersigned to make appropriate findings of facts and conclusions of law with authority to enter a final judgement in the case. Any appeal from this Order is to the Supreme Court.

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 the 27th day of September, 2012.
2. The Summons, Complaint and Notice of Foreclosure Intervention were filed on the 27th day of September, 2012.
3. Service was made upon the defendant named in this Report as shown by the proofs of service filed herein.
4. The Defendant, Curtis Glenn Moorner is in default as shown by the affidavit filed herein.
5. 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' & Sailors' Civil Relief Act of 1940, and any amendments thereto.
6. The Defendant was notified of the time, date, and place of the hearing in this

Curtis Glenn Moorner  
October 26-2013

matter.

7. For value received, the Defendant, Curtis Glenn Moorer made, executed and delivered a Note dated the 7th day of March, 2006 promising thereby to pay to the order of New Carolina Mortgage the sum of Twenty Thousand Four Hundred Twenty Two and 50/100 (\$20,422.50) Dollars with interest at nineteen (19%) 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 Defendant Curtis Glenn Moorer made, executed and delivered to New Carolina Mortgage a Mortgage in writing, dated the 7th day of March, 2006 covering real property in Greenville County, which is the same as that described in the Complaint. The Mortgage was filed on the 10th day of March, 2006 and is of record in the Office of the Register of Deeds of Greenville County in Mortgage Book 4528, at Page 1100.

9. This Mortgage constitutes a first lien on the subject property and is a purchase money Mortgage.

10. The titleholder of record in and to the subject property as of the filing of the Lis Pendens in this action is the Defendant, Curtis Glenn Moorer, who is the original mortgagor.

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

12. The sum of \$2,500.00 is a reasonable fee 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. Services anticipated to be performed until final adjudication contemplates completion of this matter within a reasonable time and does not include exceptional circumstances delaying conclusion beyond the normal time.

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

(a)	Principal balance due as of 1/23/13	\$18,007.51
(b)	Interest from 9/30/11 through 1/23/13	5,767.21
(c)	Origination Fee	472.77
(d)	NSF plus fee	49.19

C.G.M.



(e)	Attorney's fee, 2008 Foreclosure	1,014.00
(f)	Insurance 2008 - 2013	1,619.35
(g)	Attorney Sarratt (Bankruptcy)	1,100.00
(h)	2007 - 2010 Taxes	3,688.05
(i)	Certified Check fee	8.00
(j)	Postage	40.06
(k)	Costs of collection prior to hearing	452.50
(l)	Attorney's fee	2,500.00

TOTAL DEBT secured by Note and Mortgage,  
including interest to date shown

\$34,718.64

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 judgement at the rate of nineteen (19%) 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. The Plaintiff is seeking foreclosure of the Mortgage and has in the Complaint, or subsequently thereto in writing, expressly waived the right to a personal or deficiency judgment pursuant to Rule 71(b) SCRPC.

15. The validity, priority and amount of any lien or claim of the Defendant will be determined at a hearing subsequent to the sale in the event there are surplus funds after payment of the Plaintiff's debt, in accordance with Rule 71(c) SCRPC.

16. This action involves residential property and the loan is not owned, securitized, or guaranteed by Fannie Mae or Freddie Mac. Further, that this Plaintiff is not participating in the Home Affordable Modification Program (HMP). Further, that the Defendant did not request foreclosure intervention within the thirty (30) day period pursuant to South Carolina Supreme Court Administrative Order 2011-05-02-01.

#### CONCLUSIONS OF LAW

I, therefore, conclude that the Plaintiff should have judgment of foreclosure of the Mortgage and the Mortgaged property should be ordered sold at public auction after due advertisement.

C.M.  
C.G.M.

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 \$34,718.64, representing the total debt due Plaintiff as set out in paragraph thirteen (13) supra., together with interest at the rate provided therein on the balance of principal from the date aforesaid to the date hereof. Any sums advanced by the Plaintiff for real estate taxes on the subject property subsequent to the date of the hearing in this action shall be added to the judgment debt without further hearing.

2. The amount due in the preceding paragraph (the "total debt" as set forth in paragraph thirteen (13) 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 nineteen (19%) percent per annum.

3. That the Defendant liable for the aforesaid Mortgage debt shall on or before the date of sale of the property hereinafter described, pay to the Plaintiff, or the 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 undersigned Master-in-Equity, at public auction, at the Greenville County Courthouse, in the City of Greenville County and State aforesaid, 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 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 (5%) on the amount of the bid (in cash or equivalent), same to be applied on the purchase price only upon compliance with the bid, but in case of noncompliance within twenty (20) days same to be forfeited and applied to the costs and Plaintiff's debt.

B. Interest on the bid shall be paid from the date of sale to the date of compliance at the rate of nineteen (19%) percent per annum.

C. The sale shall be subject to taxes and assessments, to existing easements and restrictions, and to any other senior encumbrances.

D. Purchaser to pay for deed stamps and cost of recording the deed.

Cgm



5. If Plaintiff is the successful bidder at said sale, for a sum not exceeding the amount of costs, disbursements, expenses and the indebtedness of Plaintiff in full, Plaintiff may pay to the undersigned Master-in-Equity only the amount of the costs, disbursements 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 that 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 Master-in-Equity may advertise the said premises 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.

8. 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 or so much thereof as the purchase money will pay on the same;

NEXT: Any surplus will be held pending the 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, the Sheriff of Greenville 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 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.

10. And it is further ORDERED, ADJUDGED AND DECREED that each Defendant named herein and all persons whosoever claiming under him, them or it, be forever barred and foreclosed of all right, title and interest and equity of redemption in the said Mortgaged premises



so sold, or any part thereof.

11. IT IS FURTHER ORDERED that, pursuant to S. C. CODE Ann. Section 30-9-31 (Supp. 1987), the deed on conveyance made pursuant to this sale shall be indexed in the grantor index by the Register of Deeds in the name of the owner of record of subject property immediately prior to execution of the deed, as well as in the name of the Master-in-Equity who executes such deed as grantor.

12. 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.

13. 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 and disposing of any surplus funds pursuant to Rule 71(c) SCRPC.

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

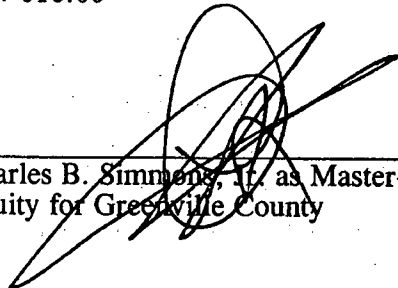
ALL that certain piece, parcel or lot of land situate, lying and being in the County of Greenville, State of South Carolina, being shown and designated as Lot No. 214, on a Plat entitled "Section A Woodfields", prepared by Piedmont Engineering Service, dated August 29, 1949 and recorded in Plat Book W, at Page 75, in the Register of Deeds Office for Greenville County, South Carolina. Reference to said plat is hereby craved for a more complete metes and bounds description thereof.

This being the same property conveyed to Curtis Glenn Moorer by deed of Travelers Home Mortgage Services, Inc. n/k/a Citicorp Trust Bank, FSB dated February 7, 2006 and recorded March 10, 2006 in Deed Book 2193, at Page 1598, ROD for Greenville County, South Carolina.

Current Address of Property is: 27 Foxhall Road, Greenville, SC 29605

Block Map Reference No.: 0370.00-04-016.00

Date: 1/23/13  
Greenville, South Carolina

  
Charles B. Simmons, Jr. as Master-in-Equity for Greenville County

C.G.M.

Curtis Glenn Moorer  
APPELLANT

OCTOBER 26-2013

STATE OF SOUTH CAROLINA  
COUNTY OF GREENVILLE

FORM 4

JUDGMENT IN A CIVIL CASE

IN THE COURT OF COMMON PLEAS OF COURT  
GREENVILLE CO. S.C.  
PAUL B. WICKENSIMER

CASE NO. 2012 CP-23-6231

NEW CAROLINA MORTGAGE

CURTIS GLENN MOORER

2013 JAN 24 P 1:59

PLAINTIFF(S)

DEFENDANT(S)

Submitted by: DAVID G. INGALLS	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

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 :

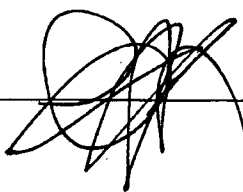
**RECEIVED**

JAN 24 2013

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)
NEW CAROLINA MORTGAGE	CURTIS GLENN MOORER	\$0
		\$
		\$
If applicable, describe the property, including tax map information and address, referenced in the order: 27 FOXHALL RD, GREENVILLE SC 29605, TAX MAP NO: 0370-00-04-016-00		

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



SC 3  
Judge Code

1/23/13  
Date

**For Clerk of Court Office Use Only**

This judgment was entered on the 24 day of Jan 2013 and a copy mailed first class or placed in the appropriate attorney's box on this 24 day of Jan 20 13 to attorneys of record or to parties (when appearing pro se) as follows:

DAVID G. INGALLS  
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SPARTANBURG SC 29303  
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CURTIS GLENN MOORER  
27 FOXHALL RD.  
GREENVILLE SC 29605  
ATTORNEY(S) FOR THE DEFENDANT(S)

CLERK OF COURT

Court Reporter: ANN CAMPBELL

C.G.M.  
Curtis Glenn Moorer  
27 FOXHALL RD  
GREENVILLE SC  
APPELLANT