

STATE OF SOUTH CAROLINA)
COUNTY OF DORCHESTER)

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IN THE COURT OF COMMON PLEAS
FIRST JUDICIAL CIRCUIT
CASE NO.: 2009-CP-18-2200

RENE MCMASTERS now known
as RENE MCMASTERS
RONAGHAN)

Cheryl Graham
CLERK OF COURT
DORCHESTER COUNTY

Plaintiff,)

ORDER OF FORECLOSURE AND SALE

H. WAYNE CHARPIA a/k/a)
HOWARD W. CHARPIA)
and JODY E. CHARPIA)

Defendants.)

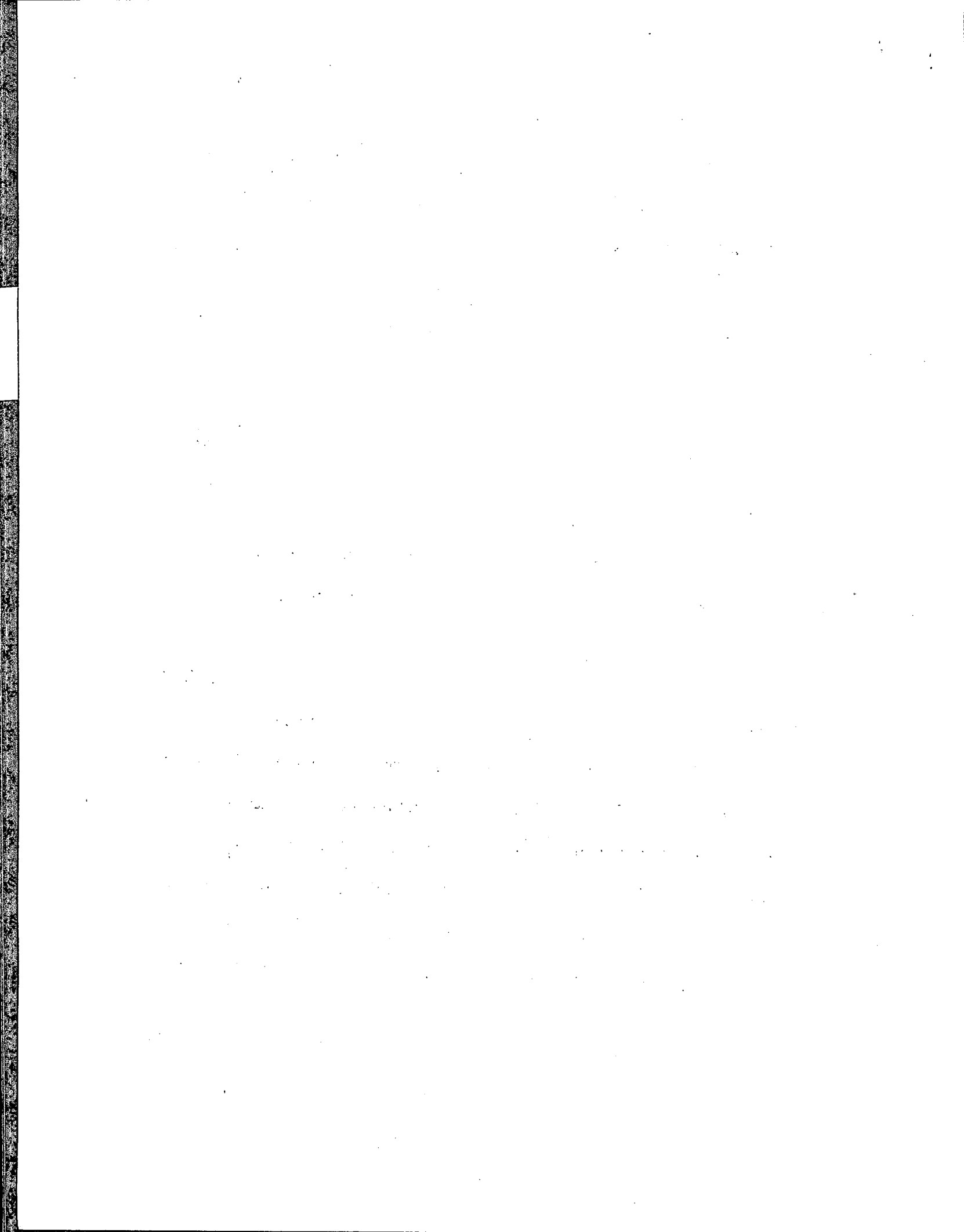
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CHERYL GRAHAM
CLERK OF COURT
DORCHESTER COUNTY

This action was brought by Rene McMasters, now known as Rene McMasters Ronaghan against the Defendants for the purpose of foreclosing a judgment lien relative to real estate located in Dorchester County, South Carolina.

An Order Granting a Compulsory Order of Reference was issued by me on April 27, 2010 and filed in the Clerk's office on April 28, 2010. The Defendant, H. Wayne Charpia, appealed the Order Granting Compulsory Order of Reference to the Court of Appeals. By order filed on October 11, 2011, the Court of Appeals affirmed the Compulsory Order of Reference. Thereafter, the matter was referred to the Honorable Maite Murphy, Master-in-Equity for Dorchester County. By Order dated April 10, 2012, Maite Murphy recused herself from hearing this matter and the action was remanded to the Circuit Court.

The case came before me for trial on July 30, 2012 during a non jury term of court in St. George, SC.

[Handwritten signature]



Present at the hearing was the Plaintiff, Rene McMaster Ronaghan and her attorney. The Defendant, H. Wayne Charpia a/k/a Howard W. Charpia and Jody E. Charpia appeared Pro Se. After careful consideration of the testimony and evidence presented I find and conclude as follows:

FINDINGS AND FACTS

1. The Summons, Complaint and Lis Pendens were filed in the Clerk of Court's office for Dorchester County on August 10, 2009.
2. The Defendant, H. Wayne Charpia, was served with the Civil Action Coversheet, Summons, Complaint and Lis Pendens on August 20, 2009, as shown by the Affidavit of Service from the Dorchester County Sheriff's department filed herein on September 8, 2009. The Defendant, Jody E. Charpia, was served with the Civil Action Coversheet, Summons, Complaint and Lis Pendens on August 31, 2009, as shown by the Affidavit of Service from the Dorchester County's Sheriff's Office filed herein on September 8, 2009.
3. The Defendants timely filed their Answer on September 22, 2009.
4. The Defendants herein are not in the military service of the United States of America and, therefore, the Soldier's and Sailors Civil Relief Act of 1940, as amended, and Service Member Civil Relief Act of 2003 had no application in this matter.
5. The Administrative Order issued by the Honorable Jean H. Toal, Chief Justice of the Supreme Court of South Carolina, dated May 2, 2011, has no application to this action as it is not a mortgage foreclosure action but an action to foreclose a judgment lien.
6. On August 5, 2004, the Plaintiff secured and obtained a judgment against the Defendant, H. Wayne Charpia a/k/a Howard W. Charpia in the original sum of \$191,600.00.
7. The aforesaid judgment attaches to the following described property to wit:
ALL that piece, parcel or lot of land, together with the buildings and improvements

on it, situated, lying and being in Dorchester County, South Carolina, Shown and designated as Lot 22-B, on a plat by Charleston Engineering, Co. dated April 21, 1958, entitled "Plat of Lot 22-B, Property of William A. Pouncey and Opal Pouncey, Dorchester County, S.C., Mario Louise Salisbury Subdivision," which is recorded in the office of the RMC for Dorchester County in Plat Cabinet A, slide 173. The Property has the location, dimensions, and butts and bounds shown on the plat. Lot 22-B being the southern half of Lot 22, which said Lot 22 is found on a plat made by Woodrow W. Leland, R.L.S. dated May 24, 1956, and recorded in the RMC Office for Dorchester County in Plat Book 11 at page 200.

SUBJECT to any covenants, conditions, restrictions, and easements now of record and to the lien of current year real property taxes.

TMS# 145-13-02-011.

8. The Defendants have made no payments to the Plaintiff towards satisfaction of the aforesaid judgment.
9. The aforesaid judgment bears interest at the rate of 12% per annum of and from August 5, 2004. Interest has accrued on the judgment in the amount of \$183,556.00 through July 30, 2012 and interest accrues thereafter at the per diem rate of \$62.99. The total amount of the outstanding judgment including principal and interest as of July 30, 2012 is \$375,156.00.
10. The Plaintiff's judgment is a first claim or lien upon the subject real property described in paragraph 7 above subject only to taxes and assessments.

CONCLUSIONS OF LAW

I, therefore conclude as follows:

1. That the Plaintiff should have judgment of foreclosure of her judgment lien attaching to the subject property described in the Complaint.
2. The Plaintiff is entitled to have the subject property sold at public auction after due advertisement.

It is, therefore



ORDERED, ADJUDGED AND DECREED as follows:

1. That there is due on the Judgment held by the Plaintiff the total sum of \$375,156.00 through July 30, 2012, together with interest thereafter at the per diem rate of 62.99.

2. That on default of payment at or before the time herein indicated, the subject property described in the Complaint shall be sold by the Clerk of Court for Dorchester County, at public auction, at the front entrance of the Dorchester County Courthouse, 5200 East Jim Bilton Blvd., St. George, SC on the following terms, that is to say:

The sale shall be for cash, and the highest bidder shall be required to make a cash deposit of five (5%) percent of the bid as earnest money and as evidence of good faith, provided, however, the Plaintiff shall be entitled to apply the debt or any portion of the debt due her against her bid in lieu of cash. Should the person making the highest bid at the sale fail to comply with the terms of its bid by depositing the said five (5%) percent cash, then the property shall be sold at the risk of such bidder on the same sales date or some subsequent date as the Clerk of Court may find convenient and advantageous. Should the last and highest bidder fail to comply with the terms of its bid within thirty (30) days of the final acceptance of this bid, then the Clerk of Court shall readvertise and resell the property on the same terms on a subsequent date at the risk of such bidder. Persons submitting additional bids after the initial sale shall deposit five (5%) percent of the bids in cash as prescribed above. The Clerk of Court shall return all deposits except the deposit securing the highest bid.

3. That the Clerk of Court, by advertisement according to law, shall give notice of the time and place of such sale, and the terms thereof; that the Clerk of Court shall convey to the purchaser, or purchasers, a deed to the property sold; and that 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, the Clerk of Court 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 compliance shall be secured.

4. That the Clerk of Court shall apply the proceeds of the sale as follows:

FIRST: To payment of the amount of costs and expenses of this action, including the costs of advertising the Notice of Sale.

NEXT: To the payment to the Plaintiff or her attorney the amount of Plaintiff's total debt, as hereinabove set forth, or so much thereof as the purchase money will pay towards the same.

NEXT: Any surplus funds to be held subject to the further Order of this Court in accordance with the law and custom of this Court.

5. It is further ORDERED, ADJUDGED AND DECREED that upon the making of the sale of said property, as hereby ordered, and the execution and delivery to the purchaser of a deed to the premises, the said purchaser or purchasers be let into possession of the property on production of the deed; and the Sheriff of Dorchester County shall put the holder of the deed into possession of the property.

7. And it is further ORDERED, ADJUDGED AND DECREED that the parties hereto and all persons or entities whomsoever claiming under them, be forever barred and foreclosed of all right, title, interest, and equity of redemption in the below described mortgaged property so sold, or any part thereof, saving and excepting the statutory right of The United States of America.

ALL that piece, parcel or lot of land, together with the buildings and improvements on it, situated, lying and being in Dorchester County, South Carolina, Shown and designated as Lot 22-B, on a plat by Charleston Engineering, Co. dated April 21, 1958, entitled "Plat of Lot 22-B, Property of William A. Pouncey and Opal Pouncey, Dorchester County, S.C., Mario Louise Salisbury Subdivision," which is recorded in the office



of the RMC for Dorchester County in Plat Cabinet A, slide 173. The Property has the location, dimensions, and butts and bounds shown on the plat. Lot 22-B being the southern half of Lot 22, which said Lot 22 is found on a plat made by Woodrow W. Leland, R.L.S. dated May 24, 1956, and recorded in the RMC Office for Dorchester County in Plat Book 11 at page 200.

SUBJECT to any covenants, conditions, restrictions, and easements now of record and to the lien of current year real property taxes.

TMS# 145-13-02-011

AND IT IS SO ORDERED!



Edgar Warren Dickson
Circuit Court Judge of First Judicial Circuit

Chapin, South Carolina
October 29, 2012.