

STATE OF SOUTH CAROLINA

COUNTY OF RICHLAND

Bank of America, N.A., successor by merger to BAC Home Loans Servicing, LP FKA Countrywide Home Loans Servicing, LP,

PLAINTIFF,

vs.

James R. Boland a/k/a James Richard Boland, James Richard Boland, II, and Barbara F. Boland,

DEFENDANTS.

IN THE COURT OF COMMON PLEAS

MASTER'S ORDER AND
JUDGMENT OF FORECLOSURE AND
SALE

(NON-JURY MORTGAGE
FORECLOSURE)

C/A NO: 2012-CP-40-02917

DEFICIENCY WAIVED

F11-07953

TO:

Korn Law Firm, P.A.
Attorney for Plaintiff

James R. Boland a/k/a James Richard Boland, ProSe

2013 NOV 18 PM 2:18
FILED
RICHLAND COUNTY
JENNIFER H. HOSKINS
C.C.P. S.G.S.

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).

The Notice of Denial of Foreclosure Intervention was mailed to the borrowers on May 6, 2013, 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 April 24, 2012.
2. The Summons and Complaint were filed on April 24, 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 James Richard Boland, II, and Barbara F. Boland are in default as shown by Affidavit on file herein.

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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, James R. Boland made, executed and delivered a Note dated November 15, 2005, promising thereby to pay to the order of Countrywide Home Loans, Inc. the sum of One Hundred Forty-Four Thousand Nine Hundred Eighty-Three And 50/100 Dollars (\$144,983.50), with interest at 7.375 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 James R. Boland made, executed and delivered to Mortgage Electronic Registration Systems, Inc., acting solely as nominee for Countrywide Home Loans, Inc., its successors and assigns a Mortgage in writing, dated November 15, 2005, covering real property in Richland County, which is the same as that described in the Complaint. The mortgage was filed on November 21, 2005, and is of record in the Office of the Register of Deeds for Richland County in Mortgage Book 1123 at page 554.

9. Thereafter, by virtue of an assignment dated December 13, 2011, recorded December 15, 2011, in Mortgage Book 1727 at page 1750, Mortgage Electronic Registration Systems, Inc. assigned said mortgage unto Bank of America, N.A., successor by merger to BAC Home Loans Servicing, LP FKA Countrywide Home Loans Servicing, LP. Bank of America, N.A., successor by merger to BAC Home Loans Servicing, LP FKA Countrywide Home Loans Servicing, LP is present lien holder and Plaintiff herein.

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

11. Thereafter, James Richard Boland conveyed the subject property to James Richard Boland, II, reserving a Life Estate to Barbara F Boland, by deed recorded April 5, 2010 in Book 1597 at Page 1138.

12. 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.

13. 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 one thousand four hundred fifty and 00/100 (\$ 1,450.00) are reasonable.

14. 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 as of 1/1/2012	\$143,962.84
(b)	Interest from 12/1/2011 through 10/17/2013 at 3.125%	\$ 8,445.01
(c)	Escrow adjustments (debits or credits)	\$ 2,893.95
	Insurance \$1,407.82	
	Taxes \$1,486.13	
(d)	Property Inspections	\$ 255.00
(e)	Costs of Collections Prior to Hearing	\$ 705.00
(f)	Attorney Fees	\$ 1,450.00
	TOTAL DEBT secured by Note and Mortgage, including interest to date shown	\$157,711.80

(The above debt amount includes paid attorney fees and costs of \$1,720.00)

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 3.125 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.

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. That the servicer is participating in the Home Affordable Modification Program (HMP). The HMP modification process specified by the Guidelines or Supplemental Directive has been completed without resulting in a modification because the borrower failed to return the necessary documentation to the mortgage servicer in order for it to perform an HMP analysis.

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 One Hundred Fifty-Seven Thousand Seven Hundred Eleven And 80/100 Dollars (\$157,711.80) 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 3.125% 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 Richland County Courthouse in Columbia, 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 Twenty (20) 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 3.125 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. Since a personal or deficiency judgment is being waived, the bidding will not remain open but compliance with the bid may be made immediately.

8. 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 highest bidder, and so from time to time thereafter until a full compliance shall be secured.

9. 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.

10. 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 Richland 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.

11. 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.

12. 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.

13. 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.

14. 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.

15. 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 Mortgage Electronic Registration Systems, Inc., acting solely as nominee for Countrywide Home Loans, Inc., its successors and assigns by James R. Boland, dated 11/15/2005 and recorded 11/21/2005, in Mortgage Book 1123 at page 554.

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

LEGAL DESCRIPTION AND PROPERTY ADDRESS:

All that certain piece, parcel or lot of land, with improvements thereon, situate, lying and being in the County of Richland, State of South Carolina and being more particularly shown as LOT 12 BLOCK 63 on plat of FOREST LAKE DEVELOPMENT by William Wingfield dated October 26, 1962 and recorded in the Recorder's Office for the above named county in Plat Book T at Page 84 & 85. Also shown on a plat for James Richard Boland by Isaac B Cox dated December 5, 1967 recorded in Book 32 at Page 10.

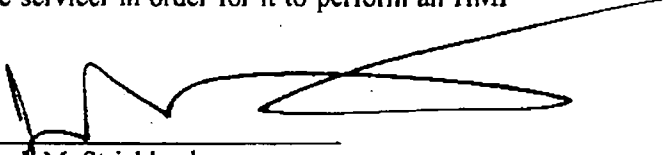
This being the same property conveyed to James Richard Boland by deed of J Frederick Brunson dated December 12, 1967 and recorded December 19, 1967 in the Office of the Register of Deeds for Richland County in Book D92 at Page 649. Thereafter, James Richard Boland conveyed property to James Richard Boland, II, reserving a Life Estate to Barbara F Boland, by deed dated April 1, 2010 and recorded April 5, 2010 in Book 1597 at Page 1138.

6116 Poplar Ridge Road, Columbia, South Carolina 29206

TMS 16809-04-06

17. 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.

18. IT IS FURTHER ORDERED that the servicer is participating in the Home Affordable Modification Program (HMP). The HMP modification process specified by the Guidelines or Supplemental Directive has been completed without resulting in a modification because the borrower failed to return the necessary documentation to the mortgage servicer in order for it to perform an HMP analysis.



Joseph M. Strickland
Master in Equity
For Richland County

Columbia, South Carolina
Nov: 15, 2013.

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

FORM 4

JUDGMENT IN A CIVIL CASE

CASE NO: 2012-CP-40-02917

Bank of America, N.A., successor by merger to
BAC Home Loans Servicing, LP FKA
Countrywide Home Loans Servicing, LP

James R. Boland a/k/a James Richard Boland,
James Richard Boland, II, and Barbara F.
Boland,

PLAINTIFF(S),

DEFENDANT(S).

F11-07953

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

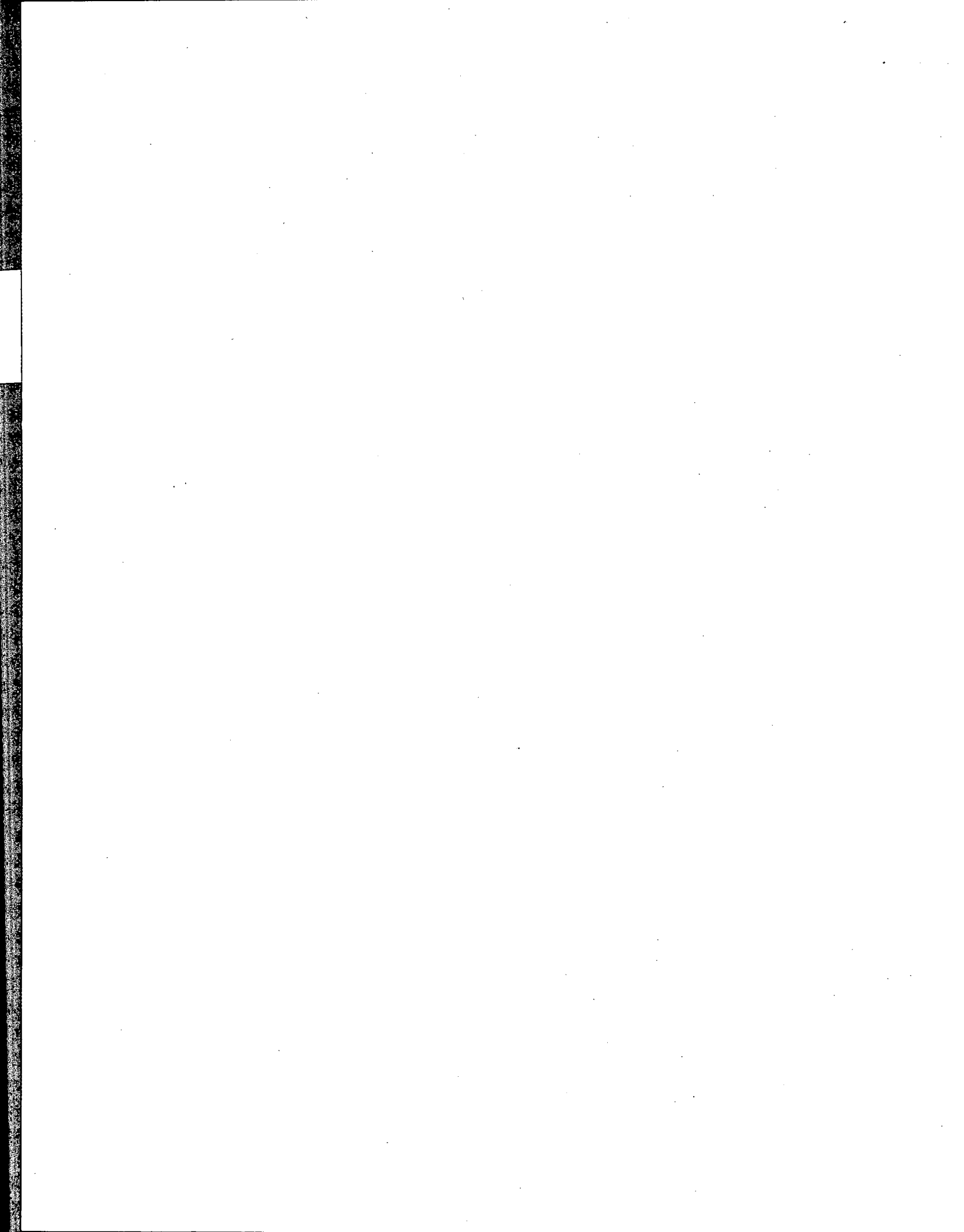
This order ends does not end the case.

Additional Information for the Clerk : Foreclosure Action

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Form 4 Attachment

James R. Boland a/k/a James Richard Boland
6116 Poplar Ridge Road
Columbia, SC 29206

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6116 Poplar Ridge Rd
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