

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

JUDGMENT IN A CIVIL CASE

CASE NO. 2011 CP-10-812

NATIONSTAR

MIESNER

PLAINTIFF(S)

DEFENDANT(S)

Submitted by:	Attorney for : <input 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.  See Page 2 for additional information.
- 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

FILED  
 NOV 13 AM 11:00  
 CLERK OF COURTS  
 ARMYSON

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:

DEFENDANT'S MOTION TO RECONSIDER  
is respectfully denied. It's motion to deny is denied.

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)
		\$
		\$
		\$

If applicable, describe the property, including tax map information and address, referenced in the order:

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

3062

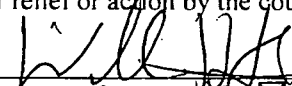
Judge Code

Date

11/7/13

STATE OF SOUTH CAROLINA )  
 )  
 COUNTY OF CHARLESTON )  
 )  
 AURORA LOAN SERVICES, LLC )  
 Plaintiff )  
 )  
 v. )  
 )  
 RHONDA LEWIS MEISNER, )  
 X Defendant. )

IN THE COURT OF COMMON PLEAS  
 CASE NO.  
 2011-CP-10-812  
 MOTION AND ORDER INFORMATION  
 FORM AND COVER SHEET

Defendant's Attorney: William H. Sloan, Esq., Bar No. 69630 Address: Post Office Box 85 Summerville, SC 29484 phone: (843) 873-7531 fax: (843) 873-873-7527 e-mail: bill@sloanlawfirm.net other:	Defendant's Attorney: Magalie A. Arcure, Esq. Finkel Law Firm Post Office Box 71727 North Charleston, SC 29415 phone: 843-577-5460 fax: 843-577-5135 e-mail: marcure@finkellaw.com
<b>MOTION HEARING REQUESTED (attach written motion and complete SECTIONS I and III)</b> <b>x FORM MOTION, NO HEARING REQUESTED (complete SECTIONS II and III)</b> <b>PROPOSED ORDER/CONSENT ORDER (complete SECTIONS II and III)</b>	
<b>SECTION I: Hearing Information</b> Nature of Motion: Motion to Reconsider Summary Judgment Estimated Time Needed: 15mins. Court Reporter Needed: <input type="checkbox"/> YES / x NO	
<b>SECTION II: Motion/Order Type</b> Written motion attached x Form Motion/Order I hereby move for relief or action by the court as set forth in the attached proposed order. <div style="text-align: center; margin-top: 20px;">           Signature of Attorney for <input checked="" type="checkbox"/> Plaintiff / <input type="checkbox"/> Defendant       </div> <div style="text-align: right; margin-top: 10px;">         September 26, 2013          Date submitted       </div>	
<b>SECTION III: Motion Fee</b> <input checked="" type="checkbox"/> PAID – AMOUNT: \$25.00 <input type="checkbox"/> EXEMPT: <input type="checkbox"/> Rule to Show Cause in Child or Spousal Support (check reason) <input type="checkbox"/> Domestic Abuse or Abuse and Neglect <input type="checkbox"/> Indigent Status <input type="checkbox"/> State Agency v. Indigent Party <input type="checkbox"/> Sexually Violent Predator Act <input type="checkbox"/> Post-Conviction Relief <input type="checkbox"/> Motion for Stay in Bankruptcy <input type="checkbox"/> Motion for Publication <input type="checkbox"/> Motion for Execution (Rule 69, SCRCP) <input type="checkbox"/> Proposed order submitted at request of the court; or, reduced to writing from motion made in open court per judge's instructions Name of Court Reporter:	
<b>JUDGE'S SECTION</b> <input type="checkbox"/> Motion Fee to be paid upon filing of the attached order. <input type="checkbox"/> Other:	JUDGE: _____ CODE: _____ Date: _____
<b>CLERK'S VERIFICATION</b> Collected by: _____ <input type="checkbox"/> MOTION FEE COLLECTED: _____ <input type="checkbox"/> CONTESTED – AMOUNT DUE: _____ Date Filed: _____	



**ORIGINAL**

STATE OF SOUTH CAROLINA  
COUNTY OF CHARLESTON

Nationstar Mortgage, LLC,  
PLAINTIFF,

vs.

Rhonda Lewis Meisner,  
DEFENDANT(S).

IN THE COURT OF COMMON PLEAS  
C/A NO: 2011-CP-10-812

**ORDER AND JUDGMENT OF  
FORECLOSURE AND SALE**

**(DEFICIENCY WAIVED)**

**FILED**  
2013 SEP 25 AM 8:47  
JULIE J. ARMSTRONG  
CLERK OF COURT

TO: Magalie A. Arcure  
FINKEL LAW FIRM LLC  
Attorneys for the Plaintiff

ANSWERING DEFENDANTS:

William H. Sloan  
Attorney for Defendant  
Rhonda Lewis Meisner

**THIS MATTER** having been opened to the Court upon the filing of the Motion for Summary Judgment by Nationstar Mortgage, LLC ("Plaintiff") for the foreclosure of a residential mortgage on property owned by Rhonda Lewis Meisner ("Defendant"); the Court having considered the facts and law cited in the Motion, Plaintiff's Memorandum in Support of Summary Judgment together with the supporting exhibits annexed thereto; the Court having conducted a hearing on the Motion on September 16, 2013; the Court having considered the oral argument of counsel; there being no material facts in dispute and good and sufficient cause having been shown.

Pursuant to Rule 53 SCRPC, the above-entitled matter was referred. Any appeal from any order or judgment issued by the master shall be to the Supreme Court of the Court of Appeals as provided by the South Carolina Appellate Court Rules.

Pursuant to the said Order of Reference, a hearing was held and was attended by counsel. The testimony was taken, which is reported herewith. From the testimony and evidence, I find, concluded and order as follows.

**FINDINGS OF FACT AND CONCLUSIONS OF LAW:**

1. The Lis Pendens was filed on February 3, 2011.
2. The Summons and Complaint were filed on February 3, 2011.

3. Service was made upon the Defendants named in this Report as is shown by the proofs of service filed herein.
4. The defendant herein and/or all attorneys of record were notified of the time, date and place of the hearing in this matter.
5. According to the Affidavit filed herein, the Defendant Rhonda Lewis Meisner is not in the Military Service of the United States of America, as contemplated under the Servicemembers Civil Relief Act (2003), and any amendments thereto.
6. William H. Sloan, attorney for Defendant Rhonda Lewis Meisner served an Answer and Counterclaim on the Plaintiff, which is on file herein. Defendant's Answer challenges Plaintiff's standing to enforce the subject note and mortgage, seeks the joinder of the original lender and/or MERS as parties, and asserts a claim for declaratory judgment as to the rights of Plaintiff and Defendant with regard to the subject property and to quiet title. Defendant also claims she is entitled to setoff for government funds allegedly accepted by Plaintiff.
7. Counsel for Plaintiff presented the original note and mortgage at the hearing. Based on the holding in the South Carolina Court of Appeals decision Bank of America, N.A. v. Draper, et al., (Appellate Case No. 2012-208806; Opinion No. 5140), I find and conclude that as servicer for the subject loan and holder of the original note, Plaintiff has standing in this matter. Based on the foregoing, MERS and the original lender are not necessary parties hereto and Defendant's request to join said parties is denied.
8. Furthermore, Defendant has not offered any evidence to suggest that the debt secured by the note and mortgage, or any portion thereof, has been discharged by Plaintiff's acceptance of TARP or other government funds. Conversely, Plaintiff has offered an Affidavit of Debt and Affidavit in Support of Summary Judgment which plainly sets forth the principal amount due as well as interest, additional fees and costs, which remain due and owing. Therefore, I find that Defendant's claim for setoff is without merit and accordingly is dismissed.
9. In light of the foregoing, this Order renders Defendant's request for declaratory judgment as to the rights of Plaintiff and Defendant with regard to the subject property moot; furthermore, there is no cloud upon the title to the subject property which would provide a basis for Defendant's cause of action to quiet title. Therefore, Defendant's allegation that a justiciable case or controversy to quiet title exists between the parties is without merit and accordingly dismissed.
10. Pursuant to the Administrative Order of 2009-05-22-01, the loan that is subject to this action is held by a participant in the Home Affordable Modification Program (HMP), however the HMP solicitation has been completed without resulting in modification and other loss mitigation efforts have been exhausted.

11. Based upon the Certification of Compliance with Administrative Order 2011-05-02-01 filed herein, I find the requirements of Administrative Order 2009-05-22-01 and Administrative Order 2011-05-02-01 have been satisfied.

12. For value received, Rhonda Lewis Meisner made, executed and delivered a Note dated October 10, 2007, promising thereby to pay to the order of Lehman Brothers Bank, FSB, a Federal Savings Bank, the sum of \$680,000.00, with interest at an adjustable rate pursuant to terms of the Note.

13. To better secure the payment of the Note described above, the said Rhonda Lewis Meisner made, executed and delivered to Lehman Brothers Bank, FSB, a Federal Savings Bank, its successors and assigns, a mortgage covering real property in Charleston County, which is the same as that described in the Complaint. The mortgage was filed on October 10, 2007, and is of record in the Office of the Register of Deeds for Charleston County in Book 644 at Page 001 on November 19, 2007.

14. This Mortgage constitutes a first mortgage lien on the subject property.

15. By Assignment of Mortgage dated February 10, 2011, and recorded March 22, 2011, in Book 0178 at Page 045, in the Office of Register of Deeds for Charleston County, Mortgage Electronic Registration Systems, Inc., assigned the subject mortgage to Aurora Loan Services, LLC.

16. Thereafter, by Assignment of Mortgage dated June 28, 2012, and recorded March 5, 2013, in Book 0314 at Page 531, in the Office of Register of Deeds for Charleston County, Aurora Loan Service, LLC, assigned the subject mortgage to Nationstar Mortgage, LLC.

17. The titleholder of record in and to the subject property as of the filing of the Lis Pendens in this action is Rhonda Lewis Meisner.

18. Payment due on the Note has not been made as provided for therein, and 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 an attorney for collection.

19. Counsel for Plaintiff filed an affidavit as to attorney's fees and costs in this case, which was not contested, and, therefore, I find as fact herein. Having considered the nature, extent and difficulty of the services rendered, the time involved in reviewing the various documents, performing the title search, preparing the pleadings, attending hearings and argument, the professional standing of counsel, the fee customarily charged for similar services, and the beneficial results obtained for Plaintiff, I find that the sum of \$2,300.00 is a reasonable fee to allow under the terms of the Note and Mortgage as attorney's fees for Plaintiff's attorney for services performed and anticipated to be performed until final adjudication of the action.

20. 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 Note and Mortgage, is as follows:

Principal due as of September 16, 2013	\$680,000.00
Interest from June 1, 2010 Through September 16, 2013 At 7.500 %	142,574.91
Escrow adjustments (debits and credits)	71,697.11
Corporate Advance Balance	6,726.91
Late Charge	0.00
Costs of collection prior to hearing	1.12
Attorney Fees	2300.00
<b>TOTAL DEBT</b> secured by Note and Mortgage, including interest to date shown	<u>\$903,300.05</u>

Interest for the period from June 1, 2010 as shown above at the stated rate of 7.500% shall be added to the Principal Balance shown above through the date this Judgment is filed. After the date of judgment, interest at the rate of 7.500% on the total judgment debt should be added to such judgment debt to comprise the amount of Plaintiff's debt secured by the Mortgage.

21. Plaintiff does not demand a deficiency judgment against the Defendant Rhonda Lewis Meisner, in the event the sale of the real property estate herein does not yield a sum sufficient to satisfy all indebtedness due unto Plaintiff, including costs and attorneys' fees.

**IT IS THEREFORE ORDERED:**

1. Plaintiff's Motion for Summary Judgment against Rhonda Lewis Meisner is granted.
2. Judgment is hereby entered in favor of Plaintiff against the Defendant on all causes of action asserted by the Defendant in her Answer and Counterclaim.
3. There is due to Plaintiff on the obligation and Mortgage set forth in the Complaint the sum of \$903,300.05, representing the "Total Debt" due Plaintiff as set forth in the Findings of Fact, *supra*, together with interest at the rate provided therein from the date aforesaid to the date hereof.
4. The amount due in the preceding paragraph (the "Total Debt" as set forth in the Findings of Fact, *supra*, and later accrued interest) shall constitute the total judgment debt due the Plaintiff and shall bear interest hereafter at the rate of 7.500%.
5. The Defendant liable for the aforesaid Mortgage debt 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. If such debt is paid in full, then the foreclosure sale shall be cancelled.
6. 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, or his agent under the direction of the Master in Equity, at public auction, at the Charleston County Equity Court, 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 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 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 non-compliance within 30 days, the deposit may be forfeited without further hearing 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 7.500%~~
  - c. The sale shall be subject to taxes and assessments, existing easements and easements and restrictions of record.
  - d. This Mortgage constitutes a first priority lien on the subject property and is a Purchase Money Mortgage.
  - e. Purchaser to pay for deed preparation and costs of recording the Deed, and transfer taxes.
7. If Plaintiff be the successful bidder at the said sale, for a sum not exceeding the amount of costs, disbursements and expenses and the indebtedness of Plaintiff in full, Plaintiff may pay to the Master in Equity only the amount of the costs, disbursements and expenses crediting the balance of the bid on Plaintiff's indebtedness.
8. The Master in Equity will, by advertisement according to law, give notice of the time, date, place of sale, and the terms thereof, which Notice of Sale is incorporated herein by reference; and will execute to the Purchaser, or Purchasers, a deed to the premises sold. 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 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.
9. Should Plaintiff, Plaintiff's attorney, or Plaintiff's agent fail to appear on the day of sale, the property shall not be sold, and in that event any such sale shall be null and void and of no force and effect. The property shall be re-advertised and sold at some convenient sales day thereafter when Plaintiff, Plaintiff's attorney, or Plaintiff's agent is present.
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 of 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 funds will be held pending further order of the Court.

11. **IT IS FURTHER ORDERED** that in the event the successful bidder is other than the Defendant(s) 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 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.

12. **IT IS FURTHER ORDERED** that, in the event the successful bidder is other than the Defendant(s) in possession herein and the occupant(s) have voluntarily vacated the premises or have been ejected from the premises leaving furnishings, fixtures and items not subject to Plaintiff's Mortgage in said premises, upon full compliance with the bid, Purchaser is authorized to remove therefrom all furnishings, fixtures and items not subject to the lien of Plaintiff's mortgage, which personal property, being deemed abandoned, shall be removed by Purchaser or its agents from the subject property by placing said personal property on the public street or highway or by any other means.

13. **IT IS FURTHER ORDERED** that, in addition to all parties deemed by law to have received constructive notice of the action herein, the Defendant(s) named herein and all persons whomsoever claiming under said defendant(s), 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.

14. **IT IS FURTHER ORDERED** that the Deed of conveyances made pursuant to said sale shall contain the names of only the first named Plaintiff and the first named Defendant and the Defendant(s) who was/were the titleholder(s) 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 Clerk of Court is authorized to omit from the indices pertaining to such conveyance the names of all parties not contained in said Deed.

15. **IT IS FURTHER ORDERED** that the Master in Equity will retain jurisdiction to do all necessary acts incident to this foreclosure including, but not limited to, issuing a Writ of Assistance and hearing any issues involving appraisal proceedings under Section 29-3-680 *et seq.*, South Carolina Code of Laws (1976), as amended.

16. Plaintiff does not warrant its title search to purchasers at foreclosure sale or other third parties, who should have their own title search performed on the subject property.

17. The Master in Equity shall direct the Clerk of Court to release of record the Mortgage lien being foreclosed, all subordinate liens and all prior liens ordered satisfied herein, after the Order Confirming Sale and Disbursements has been executed and filed. Plaintiff's Mortgage lien is described as follows:

That certain Mortgage given by Rhonda Lewis Meisner to Lehman Brothers Bank, FSB, a Federal Savings Bank in the amount of \$680,000.00, dated October 10, 2007 and recorded in the Office of the

Register of Deeds for Charleston County in Book 644 at Page 001 on November 19, 2007.

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

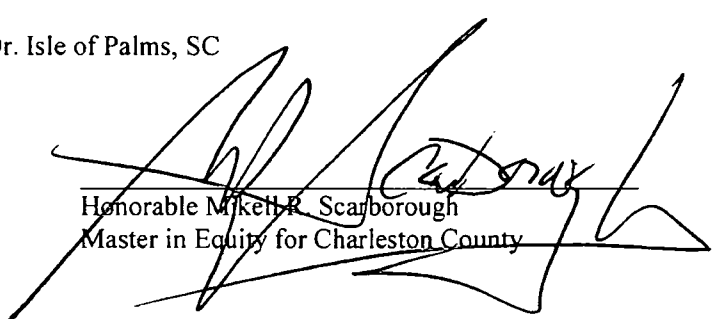
All that certain lot, piece or parcel of land, with the buildings and improvements thereon, if any, situate, lying and being on the Isle of Palms, County of Charleston, State of South Carolina, known and designated as Lot 16, Wildwood Subdivision, as shown on a Plat made by E.M. Seabrook, Inc., dated March 1, 1980, and entitled, "City of Isle of Palms, Charleston County, SC, Plat of Lots 1-39, Wildwood Subdivision," which Plat is duly recorded in the Office of the RMC for Charleston County, South Carolina, in Plat Book AP at Page 73. Said lot having such size shape, dimensions, buttings and boundings as will be reference to said plat more fully and at large appear. Subject to all easements, restrictions, and rights of way of record.

TMS#: 571-12-00-149

Property Address: 31 Sand Dollar Dr. Isle of Palms, SC

Charleston, South Carolina

9/17, 2013



Honorable Mikell R. Scarborough  
Master in Equity for Charleston County

STATE OF SOUTH CAROLINA  
COUNTY OF CHARLESTON

Nationstar Mortgage, LLC,  
PLAINTIFF,

vs.

Rhonda Lewis Meisner,  
DEFENDANT(S).

IN THE COURT OF COMMON PLEAS  
C/A NO: 2011-CP-10-812

**RECORD OF HEARING**

Pursuant to the Order of Reference filed in the above cause of action, a hearing was held September 16, 2013 before Mikell R. Scarborough, as Master in Equity for Charleston County. Counsel of record is as follows:

ATTORNEYS FOR PLAINTIFF: Magalie A. Arcure of FINKEL LAW FIRM LLC.

ATTORNEYS FOR DEFENDANTS: William H. Sloan, attorney for Rhonda Lewis Meisner.

The mortgagor was in default on the terms of the note and mortgage as of July 1, 2010.

The Lis Pendens and Summons and Complaint were filed on February 3, 2011.

Affidavits or Acceptances of Service are filed and show that service of the Summons and Complaint was properly affected upon all defendants herein.

There is an Affidavit of Non-Military Service indicating that the individual Defendant is not in the military service of the United States of America.

Plaintiff's attorney offered into evidence the following documents:

1. Notice of hearing and certificate of service
2. Promissory Note
3. Mortgage
4. Assignment
5. Memorandum of Law in Support of Summary Judgment
6. Affidavit in Support of Motion for Summary Judgment
7. Affidavit of Verified Statement of Account
8. Attorney's Fees/Costs Affidavit

By the authorization to testify and verification of account, Plaintiff established the total debt amount due as \$903,300.05. Plaintiff is not seeking a deficiency judgment.

Plaintiff moved for foreclosure of the subject mortgage, with equity of redemption barred, and for a sale of the subject property. The relief was granted, and the hearing was concluded.

Charleston, SC

Honorable Mikell R. Scarborough  
Master in Equity, Charleston County

2013 SEP 25 AM 8:47  
JULIE J. ARMSTRONG  
CLERK OF COURT

FILED