

THE STATE OF SOUTH CAROLINA

In the Court of Appeals

APPEAL FROM CHARLESTON COUNTY

Mikel R. Scarborough, Master in Equity

Case no. 2013-001576

JP Morgan Chase Bank, National Association, Respondent-----Respondent

V

Clorenda Mae White, John Henry White, Andrea Denise-----Appellant

White, as Legal Heir and Personal Representative

Of the Estate of Anthony Franklin White, Melanie White

Jason White and Mark White as Legal Heirs of the Estate

Of Anthony Franklin white, and Charleston County Clerk

Of Court, Defendant,

Of whom John Henry White is the Appellant:

RECORD ON APPEAL

John H. White, Jr.

1510 Grimball Rd., Ext.
Chas.S.C.29412

(843) 406-5089
Appellant/ Pro se

Dow A. Davidson

P.O. 1806

Chas.S.C.290401-1806

(843) 634-4123

Attorney For Respondent

RECEIVED

JAN 02 2014

SC Court of Appeals

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STATE OF SOUTH CAROLINA

COUNTY OF CHARLESTON

JPMorgan Chase Bank, National
Association,

PLAINTIFF,

VS.

Clorenda Mae White, John Henry White,
Andrea Denise White, as Legal Heir and as
Personal Representative of the Estate of
Anthony Franklin White, Melanie White,
Jason White, and Mark White, as Legal Heirs
of the Estate of Anthony Franklin White, and
Charleston County Clerk of Court,

DEFENDANTS.

IN THE COURT OF COMMON PLEAS

CASE NO. 2011-CP-10-296

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

DEFICIENCY WAIVED

Non-Eligible under the Home Affordable
Modification Program

NOTICE: The original of this document was filed in
the office of the Clerk of Court for Charleston County:

File Number 101003.00168

TO: Scott Law Firm, P.A.
Attorneys for the Plaintiff
2712 Middleburg Drive, Suite 200
Columbia, SC 29204
(803) 252-3340

Clorenda Mae White
4307 Bream Rd., Apt 39
North Charleston, SC 29418

John Henry White
1510 Grimball Rd. EXT
Charleston, SC 29412

Andrea Denise White
4511 S. Rhett Ave.
North Charleston, SC 29405

Melanie White
4511 S. Rhett Ave
North Charleston, SC 29405

BY

JULIE J. ARMSTRONG
CLERK OF COURT

2012 OCT 30 PM 2:40

FILED

Jason White
4511 S. Rhett Ave.
North Charleston, SC 29405

Mark White
2211 Suffolk Street
North Charleston, SC 29405

Charleston County Clerk of Court
c/o Bradley A. Mitchell, Esq.
Charleston County Attorney's Office
Lonnie Hamilton, III Public Services Building
4045 Bridge View Drive
North Charleston, SC 29405

Pursuant to Circuit Court Rule 53(b) of the South Carolina Rules of Civil Procedure, 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 judgment in the cause.

Pursuant to the said Order of Reference a hearing was held attended by the attorneys of record. A Record of Hearing was presented, which is herewith reported, and from the Record of Hearing and the documents and records received into evidence, I find, conclude and order as follows:

FINDINGS

This Court has jurisdiction over the subject matter of this action and the parties hereto and it is the proper forum for the litigation of this matter.

1. The Court has determined that the Plaintiff has complied with the Administrative Order of the Supreme Court dated May 2, 2011 (2011-05-02-01) and the Administrative Order of the Supreme Court dated May 22, 2009 (2009-05-22-01).

2. The Lis Pendens, Summons, and Complaint (and any amendments thereto or joinders thereto) as well as service affidavits have been filed with the Clerk of Court for this county.

collection.

11. With respect to attorney fees and in view of the potential financial liabilities and likely continuing professional obligations inherent in judicially prosecuting a real property mortgage credit matter, the attendant professional duties and responsibilities, and the size of the mortgage debt and consistent with similar case proceedings before this Honorable Court, I find that a reasonable attorney's fee in this matter would be \$1,050.00. This award is consistent with the laws of this state in the awarding of attorney fees. I have considered the six (6) factors (none of these factors is controlling in the singular) as follows: (1) the nature, extent and difficulty of the legal service rendered; (2) the time and labor necessarily devoted to the case; (3) the professional standing of counsel; (4) the contingency of compensation; (5) the fee customarily charged in the locality for similar legal services; and (6) the beneficial results obtained. Taylor v. Medenica, 331 S.C. 575, 503 S.E.2d 458 (1998); Baron Data Systems v. Loter, 297 S.C. 382, 377 S.E.2d 296 (S.C. 1989). As to the Scott Law Firm, P.A. and its professional standing, it is noted that counsel for the Plaintiff is regionally and nationally recognized for its professional expertise in mortgage default credit matters as evidenced by its listing in BEST LAWYERS IN AMERICA™ and Martindale-Hubbell Registry of Pre-Eminent Lawyers™. This Court has specifically reviewed and satisfied itself with all six (6) factors as well as the disclosed client billing by Plaintiff's counsel considered in awarding reasonable attorneys fees in this matter.

12. Although I have heretofore given consideration to all six (6) factors in the awarding of attorney fees and costs herein, jurisdiction over the fee award shall be reserved as granted in the Order of Reference with the right to re-visit the question of attorney fees should the action proceed in an unexpected way and/or to facilitate the assessment and payment of any such current or additional professional compensation.

13. The amount due and owing on the Note, with interest at the rate provided in the Note, including attorney's fee and allowable costs and charges allowable under and secured by the Note and Mortgage, is as follows:

(a)	Principal due	\$33,650.40
(b)	Interest Due from May 18, 2010 to October 9, 2012	\$10,865.73

3. The Defendant(s), Clorenda Mae White, Andrea Denise White, as Legal Heir and as Personal Representative of the Estate of Anthony Franklin White, Melanie White, Jason White, and Mark White, as Legal Heirs of the Estate of Anthony Franklin White, are in default as is shown by the affidavit filed herein.

4. The Defendants and/or all attorneys of record were notified of the time, date, and place of the hearing of this matter.

5. According to the affidavit filed herein, any Defendant in default is not in the Military Service of the United States of America, as contemplated under The Servicemembers' Civil Relief Act of 2003 and any amendments thereto.

6. As set forth in the Record of Hearing submitted separately and contemporaneously to this Honorable Court, the Note and Mortgage heretofore made, executed, and delivered by the named Defendants define the terms and conditions of the mortgage debt owed to the Plaintiff.

7. Thereafter, said Note and Mortgage were assigned to the Plaintiff as reflected in the records for this County or by merger.

8. The Court finds also that this mortgage constitutes a first lien on the mortgaged premises and a purchase money lien as may apply under state law as well as the After Acquired Property Doctrine.

9. That the Court finds that the Plaintiff and/or its counsel has complied with its obligation(s) as required under the specific terms of the Note and Mortgage being foreclosed as well as any applicable Federal or State statutes or regulations including but not limited to, the furnishing of any notices required to be given to the obligor(s) which gives to such person(s) the right to cure any default arising under the specific terms of the recited Note and Mortgage herein; the review of this mortgage loan for compliance with the Home Affordability Modification Program (HMP), if applicable; and that moreover and prior to the filing of this judicial proceeding, the Defendant(s) had not raised any compliance defense or objections as to the servicing of any applicable banking or consumer laws by the Plaintiff and/or its counsel.

10. Payment due on the note has not been made as provided for in the note, 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

(c)	Pre-Acceleration Late Charges	\$ 126.36
(d)	Escrow Adjustments (Itemized in Plaintiff's Disbursement Record)	\$4,155.05
(e)	Broker's Price Opinion/Appraisals	\$ 156.00
(f)	Property Preservation	\$28.00
(g)	Previous Bankruptcy Fees/Costs	\$ 0.00
(h)	Property Inspections	\$ 98.00
(i)	Suspense	\$0.00
(j)	Miscellaneous Charges/Credits (Itemized in Plaintiff's Disbursement Record)	\$0.00
(k)	Costs of collection prior to hearing	\$1,217.50
(l)	Attorney's fees and costs	
	(Foreclosure & applicable Bankruptcy)	<u>\$1,050.00</u>
	TOTAL DEBT secured by note and mortgage including interest to date shown	<u>\$51,347.04</u>

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 13.49% 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. (Items (g), (k) and (l) are subject to revision by Plaintiff's counsel and/or modification by the Court.)

14. Based upon a search of the public records of the aforesaid county, all persons or entities having an interest or lien or possible claim in or upon the mortgaged premises subordinate to the lien of the Plaintiff as of the date and time of the filing of the Lis Pendens herein have been made defendants.

15. The Plaintiff is seeking the usual foreclosure of mortgage and has in the Complaint, or by amendment thereto, or by motion at the reference, expressly waived the right to a personal or deficiency judgment.

16. The Defendants below named claim or may claim a subordinate lien or junior interest upon or interest in the subject property, 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 the Circuit Court Rules 53 and/or 71. The subject Defendant are further made a party due to the similarity in name(s) to the primary defendants against whom they claim or may claim a lien and in order to clear title to this property as follows:

(a) The Defendant, Clorenda Mae White, by virtue of the following:

(i) Deed of Distribution from the Estate of Julia Mae White Bowman (2009-ES-10-1070) conveying the property to Clorenda Mae White dated June 27, 2009 recorded March 1, 2010 in Book 0114 at Page 745;

(ii) a Corrective Deed of Distribution conveying the property to Clorenda Mae White, John Henry White, and Heirs of Anthony Franklin White, recorded November 3, 2010 in Book 0152 at Page 968, subsequently, upon information and belief, Anthony Franklin White died on May 10, 2009;

(iii) a Corrective Deed of Distribution conveying the property to Clorenda Mae White, subject to the provisions under the Last Will and Testament of Julia Mae White Bowman, dated October 18, 2010 recorded November 3, 2010 in Book 0152 at Page 963.

(b) The Defendant, John Henry White by virtue of the following:

(i) a Corrective Deed of Distribution conveying the property to Clorenda Mae White, John Henry White, and Heirs of Anthony Franklin White, recorded November 3, 2010 in Book 0152 at Page 968, subsequently, upon information and belief, Anthony Franklin White died on May 10, 2009;

(ii) a mortgage given by Julia Mae White a/k/a Julia Mae White Bowman dated May 5, 2006 recorded May 12, 2006 in the original amount of \$45,000.00 in Book E583 at Page 164.

(c) The Defendant, Andrea Denise White, as Legal Heir and as Personal Representative, of the Estate of Anthony Franklin White in such fiduciary capacity as representative of any person or entity that may be a creditor or claimant against such Estate, and by virtue of the powers granted by Decedent's Will or by statute.

(d) The Defendant, Melanie White, by virtue of any interest claimed under the law of succession (S.C.Code §62-2-109) or under decedent's will.

(e) The Defendant, Jason White, by virtue of any interest claimed under the law of succession (S.C.Code §62-2-109) or under decedent's will.

(f) The Defendant, Mark White, by virtue of any interest claimed under the law of succession (S.C.Code §62-2-109) or under decedent's will.

(g) The Defendant, Charleston County Clerk of Court, by virtue of the following:

(i) Judgment against Anthony White, dated May 15, 2008 filed May 23, 2008 in the original amount of \$171.75 and identified as Case No. 2008-JG-10-783;

(ii) Judgment against Anthony White, dated May 15, 2008 filed May 23, 2008 in the original amount of \$586.75 and identified as Case No. 2008-JG-10-782. The defendant, Anthony White named in this judgment is someone other than the defendant named in this action. Based on said defendant's default, I find that said judgment should be released as to the subject property.

17. No Defendant raised any issues related to Plaintiff's standing to prosecute this action. Therefore, any issues related to Plaintiff's standing or ability to prosecute this action are waived.

CONCLUSIONS OF LAW

I therefore, conclude as follows:

1. The Plaintiff has met the requirements of the Administrative Order of the South Carolina Supreme Court (2011-05-02-01) issued by Chief Justice Jean H. Toal, dated May 2, 2011, and also that the Plaintiff has met the requirements of the Administrative Order of the South Carolina Supreme Court (2009-05-22-01) issued by Chief Justice Jean H. Toal, dated May 22, 2009

2. The Plaintiff should have judgment of foreclosure of the mortgage and the mortgaged property should be ordered sold at public auction after due advertisement.

Now, on motion of Plaintiff's attorney,

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED:

1. The Plaintiff has met the requirements of the Administrative Order of the South Carolina Supreme Court (2011-05-02-01) issued by Chief Justice Jean H. Toal, dated May 2, 2011, and also that the Plaintiff has met the requirements of the Administrative Order of the South Carolina Supreme Court (2009-05-22-01) issued by Chief Justice Jean H. Toal, dated May 22, 2009.

2. That there is due to the Plaintiff on the obligation and mortgage set forth in the Complaint the sum of \$51,347.04, 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.

3. The amount due in the preceding paragraph (the "total debt" as set forth in Paragraph hereinabove, 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 13.49% per annum.

4. 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 the Plaintiff's attorney the amount of Plaintiff's debt as aforesaid, together with the costs and disbursements of this action.

5. 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 this Court at public auction, after giving Notice of the time and place of such sale by advertisement according to law. Any sales date is tentative and may be rescheduled at any time prior to the sale without further order of this court or written notice to the parties of the notice of sale, provided notice of the new sales date is duly advertised as required by law. The sale shall be according to the following terms, that is to say:

a. **FOR CASH:** The undersigned Master in Equity will require a deposit of 5% on the amount of the bid (in cash or equivalent), said 5% deposit being due and payable immediately upon the closing of the bidding, same to be applied to the purchase price only upon

compliance with the bid, but in 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 bid shall be paid to the day of compliance at the rate of 13.49%.

c. The sale shall be subject to taxes and assessments, existing easements and restrictions of record.

d. This mortgage constitutes a first lien covering the real estate and improvements therein described, including any mobile/manufactured home located thereon. Plaintiff would further allege and avail itself of the Purchase Money Mortgage Doctrine as may apply to the facts of this action.

e. Purchaser to pay for deed stamps and cost of recording the deed with the Plaintiff to pay the Statutory allowed fee of \$25.00 to the preparer of said deed (be it this Court or Counsel for Plaintiff).

6. If Plaintiff be the successful bidder at said sale, for a sum not exceeding the amount of costs, expenses and the indebtedness of Plaintiff in full, the Plaintiff may pay to the Court only the amount of the costs and expenses crediting the balance of the bid on Plaintiff's indebtedness.

7. No personal or deficiency judgment being demanded, the bidding will not remain open after the date of sale, but compliance with the bid may be made immediately.

8. That this Court will by advertisement according to law, give notice of the time and place of such sale, and the terms thereof. Any sales date is tentative and may be rescheduled at any time prior to the sale without further order of this court or written notice to the parties of the notice of sale, provided notice of the new sales date is duly advertised as required by law. This Court 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 30 days after the date of sale, then this Court 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. In the event the Plaintiff is the successful bidder, at its/his option, or the option of its/his assignee, the deed may be taken

subject to payment by grantee of any taxes or assessments constituting a lien against the property sold under this order and hereinafter more fully described. All bidders are hereby and herein notice that in the event the successful bidder is a third party, neither the Plaintiff nor Plaintiff's counsel make any warranties or representations of any kind as to the subject property, including but not limited to its title or habitability on behalf of the third party bidder or any subsequent purchasers.

9. The sale will not be held unless the Plaintiff, its attorney, or its bidding agent is present at the sale and enters the authorized bid of the Plaintiff or has advised this Court of its authorized bidding instructions. In the event a sale is held without the Plaintiff or its Counsel entering a bid, the sale shall be void and the property shall be re-advertised for sale on the next available sale date.

10. In the event of a third party bidder wherein the successful third party bidder fails to deliver the required deposit in certified (immediately collectible) funds to this Court by close of bidding on the day of the sale, this Court will re-sell the subject property at the most convenient time thereafter (including the day of sale) upon notification to counsel for Plaintiff.

11. That this Court shall apply the proceeds of the sale as follows:

FIRST: To the payment of the amount of the costs and expense of this action, including any Guardian ad Litem fee or fees of attorneys appointed under Order of the 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; and Plaintiff's attorney shall receive and disburse such funds only in total and absolute compliance with the debt, interest, escrow, and related calculations of this Court including the Court's award for attorney fees and taxable costs;

NEXT: Any surplus will be held pending further order of the Court as provided for in the South Carolina Rules of Civil Procedure and particularly Rule 71(c) of the South Carolina Rules of Civil Procedure.

12. It is further ORDERED, that if the successful bidder is other than the Defendant in possession herein, the Sheriff of this County is ordered and directed to evict 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.

13. And it is further ORDERED, ADJUDGED AND DECREED that 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.

14. 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 the filing of the notice of pendency of the within action, and the name of the grantee, and the applicable recorder of deeds is authorized to omit from the indices pertaining to such conveyance the names of all parties not contained in said deed.

15. This Court will retain exclusive jurisdiction to do all necessary acts incident to this foreclosure, including, but not limited to, all matters post-sale which may effect the transfer of the title to the subject real property and all improvements thereon, as well, the issuance of a Writ of Assistance.

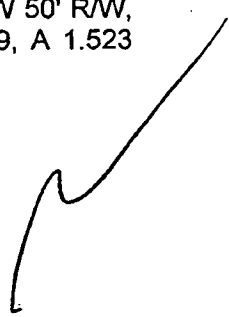
16. Upon issuance of this Court's Report on Sale and Disbursements, the Register of Deeds is directed to release of record the mortgage lien being foreclosed, which mortgage lien is described as follows:

Mortgage from Julia Mae White a/k/a Julia M. White Bowman to A&M Mortgage Corporation, dated November 13, 1997, covering real property in Charleston County, filed on November 25, 1997, and is of record in the Office of the Clerk of Court/Register of Deeds for Charleston County in Book N293, at Page 281.

17. This sale is specifically subject to all title matters of record and any interested party should consider performing an independent title examination of the subject property as no warranty is given at all by the Court, the Plaintiff or its Counsel.

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

All that certain piece, parcel and lot of land, situate, lying and being on James Island, County of Charleston, State of South Carolina known and designated as Lot 3, as shown and designated on that certain plat entitled "PLAT SHOWING THE SUBDIVISION OF A 16.384 ACRE TRACT OF LAND INTO LOTS 2 THRU 8, LOT 10 AND A NEW 50' R/W, AND THE ABANDONMENT OF LOTS D, E AND F, AND EXISTING LOT 9, A 1.523



ACRE TRACT OF LAND, PROPERTY OF COOPER JUDGE ESTATE LOCATED IN THE TOWN OF JAMES ISLAND, CHARLESTON COUNTY, SOUTH CAROLINA" and prepared by George A.Z. Johnson, Jr., Inc., and recorded in the RMC Office for Charleston County in Plat Book EB, page 271. Said lot having such size, shape, dimensions, buttings and boundings as reference to the aforesaid plat will more fully and at large appear.

This being the same property conveyed to Julia Mae White a/k/a Julia M. Judge Bowman by deed of Roger M. Young dated February 23, 1996 recorded August 19, 1996 in the Register of Deeds Office for Charleston County, South Carolina in Book C273 at Page 377.

✓ Thereafter by the Estate of Julia Mae White Bowman (2009-ES-10-1070) a Deed of Distribution conveyed the property to Clorenda Mae White dated June 27, 2009 recorded March 1, 2010 in Book 0114 at Page 745

✗ Thereafter, a Corrective Deed of Distribution conveyed the property to Clorenda Mae White, John Henry White, and Heirs of Anthony Franklin White, recorded November 3, 2010 in Book 0152 at Page 968, subsequently, upon information and belief, Anthony Franklin White died on May 10, 2009

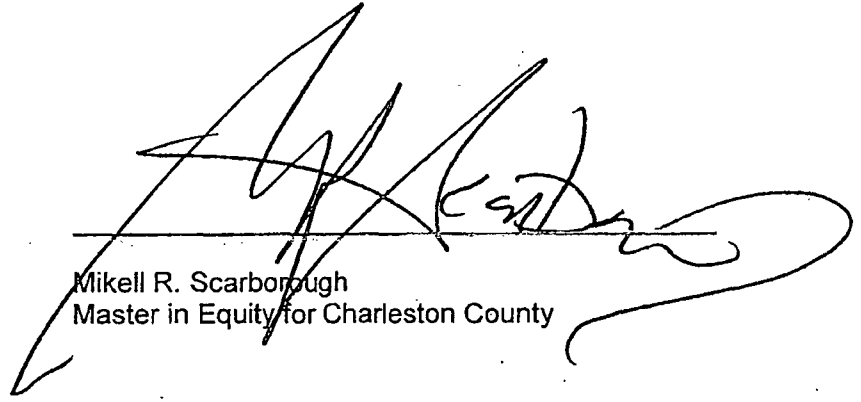
✓ Thereafter, a Corrective Deed of Distribution conveyed the property to Clorenda Mae White, subject to the provisions under the Last Will and Testament of Julia Mae White Bowman, dated October 18, 2010 recorded November 3, 2010 in Book 0152 at Page 963.

TMS No. 427-00-00-081

Property address: 1510 Grimball Road Ext
Charleston, SC 29412

19. 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 as ordered by this court.

20. No Defendant raised any issues related to Plaintiff's standing to prosecute this action. Therefore, any issues related to Plaintiff's standing or ability to prosecute this action are waived.



Mikell R. Scarborough
Master in Equity for Charleston County

Charleston, South Carolina
10/13, 2012

14

STATE OF SOUTH CAROLINA)
) IN THE COURT OF COMMON PLEAS
 COUNTY OF CHARLESTON) NINTH JUDICIAL CIRCUIT

JPMorgan Chase Bank, National Association,) Civil Action No. 2011-CP-10-296
)
)

Plaintiff,)
)
)

vs.)
)
)

Clorenda Mae White, John Henry White, Andrea Denise White, as Legal Heir and as Personal Representative of the Estate of Anthony Franklin White, Melanie White, Jason White and Mark White, as Legal Heirs of the Estate of Anthony Franklin White and Charleston County Clerk of Court,)
)
)

Defendant.)

ORDER

FILED
 2013 JUL 11 AM 10:56
 JULIE J. ANHASTORONG
 CLERK OF COURT
 BY _____

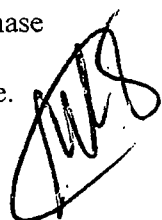
IT APPEARING that the property at issue in this matter was properly foreclosed upon as set forth in the Master in Equity's Order and Judgment of Foreclosure and Sale, which was filed on October 30, 2012; and

IT FURTHER APPEARING that Plaintiff JP Morgan Chase Bank, N.A. was the purchaser of the subject property at this court's December 4, 2012 foreclosure sale; and

IT FURTHER APPEARING that Plaintiff JP Morgan Chase Bank, N.A. and Defendant John Henry White have attempted to negotiate a sale of the foreclosed property; and

IT FURTHER APPEARING that there is no good cause to prolong the eviction process beyond August 30, 2013 if the parties cannot reach an agreement on a purchase price; it is hereby,

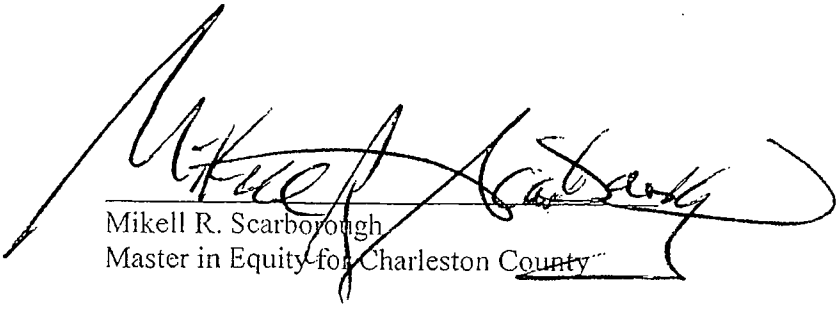
ORDERED, ADJUDGED, AND DECREED that Defendant John Henry White will be evicted from the subject property at 5:00 P.M. on August 30, 2013 if Plaintiff JP Morgan Chase Bank, N.A. and Defendant John Henry White do not agree to a purchase price before that time.



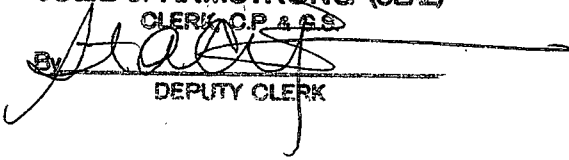
5

IT IS SO ORDERED.

July 11, 2013


Mikell R. Scarborough
Master in Equity for Charleston County

ATTEST: A TRUE COPY
JULIE J. ARMSTRONG (SEAL)
CLERK, CP & SS

By 
DEPUTY CLERK



BP0302074

RMC Bk 0302 Pg 074 : pg 1 *

STATE OF SOUTH CAROLINA

MASTER IN EQUITY'S DEED
OF FORECLOSURE

COUNTY OF CHARLESTON

I, Mikell R. Scarborough, as Master in Equity for Charleston County, in the said State, send greetings:

WHEREAS, in an action in the Court of Common Pleas in Charleston County between JPMorgan Chase Bank, National Association, as Plaintiff and Julia Mae White a/k/a Julia M. White Bowman, as Defendant(s), by an Order dated on October 30, 2012, it was decreed that the property hereinafter described should be sold by the Master in Equity for Charleston County on the terms and for the purposes mentioned in the Order(s) granted in the case (see Case No. 2011-CP-10-296),

NOW THEREFORE KNOW ALL MEN, that I, the undersigned, as Master in Equity for Charleston County, pursuant to the foregoing and in consideration of the sum of thirty thousand and 00/100 (\$30,000.00) as paid by the hereinafter named grantee, the receipt whereof is hereby acknowledged, have granted, bargained, sold, and released, and by these presents do grant and release the following described property unto the grantee: **JPMorgan Chase Bank, National Association, 3415 Vision Drive, Columbus, OH 43219:**

All that certain piece, parcel and lot of land, situate, lying and being on James Island, County of Charleston, State of South Carolina known and designated as Lot 3, as shown and designated on that certain plat entitled "PLAT SHOWING THE SUBDIVISION OF A 16.384 ACRE TRACT OF LAND INTO LOTS 2 THRU 8, LOT 10 AND A NEW 50' RW, AND THE ABANDONMENT OF LOTS D, E AND F, AND EXISTING LOT 9, A 1.523 ACRE TRACT OF LAND, PROPERTY OF COOPER JUDGE ESTATE LOCATED IN THE TOWN OF JAMES ISLAND, CHARLESTON COUNTY, SOUTH CAROLINA" and prepared by George A.Z. Johnson, Jr., Inc., and recorded in the RMC Office for Charleston County in Plat Book EB, page 271. Said lot having such size, shape, dimensions, buttings and boundings as reference to the aforesaid plat will more fully and at large appear.

This being the same property conveyed to Julia Mae White a/k/a Julia M. Judge Bowman by deed of Roger M. Young dated February 23, 1996 recorded August 19, 1996 in the Register of Deeds Office for Charleston County, South Carolina in Book C273 at Page 377.

Thereafter by the Estate of Julia Mae White Bowman (2009-ES-10-1070) a Deed of Distribution conveyed the property to Clorenda Mae White dated June 27, 2009 recorded March 1, 2010 in Book 0114 at Page 745

Thereafter, a Corrective Deed of Distribution conveyed the property to Clorenda Mae White, John Henry White, and Heirs of Anthony Franklin White, recorded November 3, 2010 in Book 0152 at Page 968, subsequently, upon information and belief, Anthony Franklin White died on May 10, 2009

Thereafter, a Corrective Deed of Distribution conveyed the property to Clorenda Mae White, subject to the provisions under the Last Will and Testament of Julia Mae White Bowman, dated October 18, 2010 recorded November 3, 2010 in Book 0152 at Page 963.

TMS No. 427-00-00-081

Return to Scott Law Firm, P.A., P.O. Box 2065, Columbia, SC 29202

Property address: 1510 Grimball Road Ext, Charleston, SC 29412

This property was sold subject to any past due or accruing property taxes, assessments, existing easements and restrictions of record and any other senior encumbrances.

TOGETHER with all and singular the hereditaments, rights, members, and appurtenances whatsoever to the said property belonging or in any wise incident or appertaining, and the reversions and remainders, rents, issues, and profits thereof, and also any estate, right, title, interest, dower, possession, benefit, claim, or demand therein whatsoever of all parties to the said suit and of all other persons who might rightfully claim the same or any part thereof, by, from, or under them, or either of them;

TO HAVE AND TO HOLD the said property, with its hereditaments, privileges, and appurtenances, unto the said grantee, its successors and assigns for their own use, benefit, and behoof, forever.

IN WITNESS WHEREOF, I, the undersigned, as Master in Equity for Charleston County under and by virtue of the said Order(s), have hereunto set my Hand and Seal the 17th day of December, 2012.

SIGNED, SEALED AND DELIVERED in the Presence of:

Shnette Weather
Jenny Scarborough

Mikell R. Scarborough
As Master in Equity
for Charleston County

STATE OF SOUTH CAROLINA)
COUNTY OF CHARLESTON)

PERSONALLY APPEARED the undersigned witness and made oath that she saw Mikell R. Scarborough, as Master in Equity for Charleston County, sign, seal, and deliver the within Deed; and that deponent together with the other witness signed their names as witnesses thereto.

SWORN to before me this 17th day of December, 2012.
Cindy Scarborough
Notary Public for South Carolina
My Commission Expires: 3.14.2021

Shnette Weather

Return to Scott Law Firm, P.A., P.O. Box 2065, Columbia, SC 29202

State of South
Carolina
County of Charleston

Civil Action 2011CD-10-296

John H. White, Plaintiff, Defendant, Prose
Rule 60 (b)S.C.R.C.P.

V

Motion to Vacate

Chase Bank Plaintiff in foreclosure

Comes now the undersigned movant, Defendant ,Prose John H. White Morgee 2nd and life tenant

V

Chase bank,
Defendant-Plaintiff

In foreclosure and moves this court to vacate the judgment heretofore returned and to void the sale there rendered upon the following ground; and pursuant to rule 60(b) SCRPC.

1.

The Law suit is defective in so far as it seeks to include the entire track of land owned by the decedent Estate of Julia Mae White(aka) Julia Mae Whie- Bowman more specifically the decent only pledge lot 3A as shown on the plat February 19,2004 and not any of the building whatsoever.

2.

Plaintiff/ movant Chase Bank erroneously sought foreclosure on all lands owned by the decedent. Movant therefore seek to vacate the former judgment and correct same to conform to the terms of the mortgage there by fraudulently deprive plaintiff/movant of the rightful inheritance as the next of kin and holder of mortgage upon all descendents real estate.

3.

Movant was herefore informed that foreclosure action resulting on said matter only related to lot 3A as shown on plot dated February 19, 2004.

4.

Plaintiff/movant is reliably informed that he is entitled to a vacation of former judgment and a voiding of the sale to conform to actual agreement to void an unjustment enrichment and wrongful taking of inheritance and right to his entitlement as alleged above. Where the Plaintiff/Movant moves that this

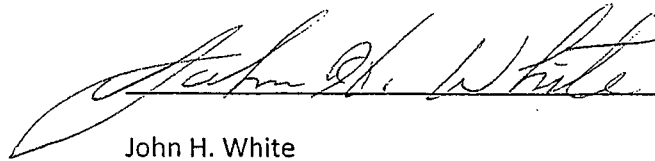
matter be set for vacation of sale and former judgement to conform with the actual agreement of the parties so as to avoid unjust enrichment of mortgagor Chase Bank and successors in interest inclusive of voiding of sale to such parties as their interest appear. Plaintiff/Movant moves that this matter be set for vacation of sale and former judgement to conform with actual agreement. Wherefore movant prays that judgement be awarded as set forth above together with the cost of this matter and for such other rule an unjustment enrichment to the parties so as to avoid by mortgargee, Chase Bank inclusive of voiding of sale parties as their interest appear.

February ²² 21, 2013

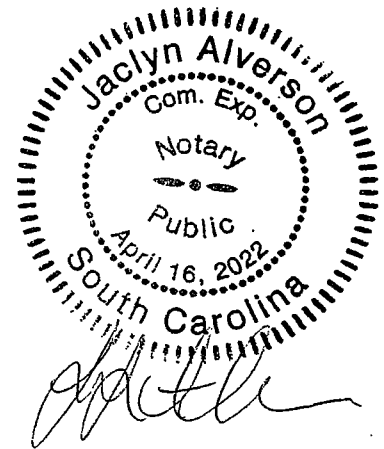
1510 Grimball Road

Charleston, South Carolina 29412

(843) 406-508



John H. White



STATE OF SOUTH CAROLINA

COUNTY OF CHARLESTON

JPMorgan Chase Bank, National Association,

In the Court of Common Pleas

Case N.2011-CP-10-296

Supplemental Motion to Vacate Judgement
Foreclosure

2013 APR 19 PM 1:21
JULIE J. ARMSTRONG
CLERK OF COURT

FILED

PLAINTIFF,

VS.

Clorenda Mae White, John Henry White, Andrea Denise White, as Legal Heir and as Personal Representative of the Estate of Anthony Franklin White, Melanie White, Jason White, and Mark White, as Legal Heirs of the Estate of Anthony Franklin White, and Charleston County Clerk of Court,

DEFENDANTS.

Movant, Prose, John H. White, Jr. herby interpose and supplementel motion to add to prior motion to vacate the judgement of foreclosure previously entered by this honorable Court pursuant to rule upon the following additional gounds:

(1)

Plaintiff, Chase Bank judgement is fatatally defective and void insofar as plaintiff failure to file and or include in its law suit an order showing wherein an administrative was previously appointed by the Charleston County probate Court as required and mandated by section 60-103 and 62-3-1201 of S.C. code of laws of 1987and act amending the same, al of which to date have not been done.

(2)

Not any effective lis pendens was filed by the plaintiff Chase Manhattan Bank prior to the filing of the matter before this court as required by law, so as to inform or alert this movant nor inform the representative nor members of the public as to the litigation. Also no legal proof of indetedness appears on this court whatsoever.

(3)

plaintiff, Chase Manhattan Bank while well aware and explicitly confessing and awareness of the dividing of decedents real estate into three lots, ^{where the lots} has undertaken to sell the entire estate of the decendent, Julia Mae White. Whereas the sale of any one of said lot if legitmate, would more than satisfy the otherwise tainted judgement.

(4)

Plaintiff seeks to excuse failure of giving notice to movant by way movants lawyers oral representation to him of foreclosure hearing on the merits in this matter before this court, that he no longer represented movant, should have at the very least ,alerted plaintiff to provide or serve notice directly upon movant. Movant therefore contends that no effective legal notice of final foreclosure hearing was served upon him (a unwaiveable due process right).

21

(5)

movant is informed that by virtue of the above acts of commissions, the hertofore foreclosure action of plaintiff, Chase Manhattan bank is void, there by entitling movant to an order of this court nulifying the action of foreclosure and setting the same aside.

(6)

Additionally, plaintiff Chase Mahattan bank failed to petition the court of common pleas for Charleston County for for the appointment of a guardian-ad-litem to represent the interest of any minor children nor such heirs subject to inherit from the decedent Julia Mae White as required by law simultaneously or contemporaneously with the filing of the law suit pursued in this court; all in accord with and mandated by sec 62-1305 of the code of laws of South Carolina and acts amendatory thereto (a dilligent search of the records in this procceding fails to reveal or show any such filing nor pursual). Again, the pending action is thus perse a nullity.

(7)

All of the foregoing omissions involves a flagrant breach of compliance with South Carolina law and Federal due process of law guarenteed by both South Carolina Constitution and the 14th amendent of the constitution.

(8)

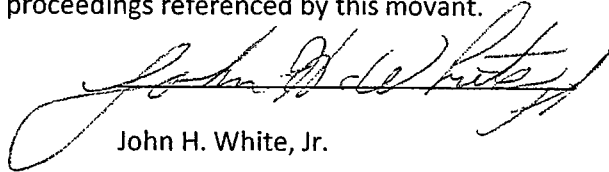
Furheremore, movant i nvokes and demands strict compliance with Rule 71(a) of SCR1987 and act amendatory thereto, especially whereas done here, no record of any hearing being held evidentiary or otherwise have been placeed or perfeceted and entended prove the existence of any mortgage or indebtedness by the decedent or her heirs. Again as such the proceeding to date ought be declared null and void and the judgement heretofore ^{be vacated} be vacated.

Wherefore movant prays that the judgement of foreclosure be declared null and void by virtue of the afforementional defects in the proceedings referenced by this movant.

1510 Grimball Road, EXT.

Charleston S.C.29412

Ph. No. (843) 406-5089



John H. White, Jr.

Movant/Prose

STATE OF SOUTH CAROLINA
COUNTY OF CHARLESTON

IN THE COURT OF COMMON PLEAS
FOR THE NINTH JUDICIAL CIRCUIT

JP MORGAN CHASE, N.A.,)
)
Plaintiff,)
)
VS.)
)
CLORENDA MAE WHITE, ET AL,)
)
Defendants.)

CASE NO.:2011-CP-10-296

 **COPY**

Hearing before the
Honorable Mikell R. Scarborough, reported by Bernadette A.
Cali, CSR and Notary Public, at 11:00 a.m. on July 8,
2013 at 100 Broad Street, Charleston, South Carolina.

A P P E A R A N C E S

For the Plaintiff: Dow A. Davidson, Esq.
Nelson Mullins Riley & Scarborough, LLP
151 Meeting St.
Charleston, S.C. 29401

For the Defendant: John Henry White, Pro se
1510 Grimball Rd. EXT
Charleston, S.C. 29412

Bernadette A. Cali, CSR
Notary Public

1 THE COURT: This is JP Morgan Chase Bank versus
2 Clorenda Mae White, 2011-CP-10-296. We're here today,
3 a continuing hearing following a Rule 60 motion that
4 was filed by Mr. White back in the spring.

5 By order of March 18 this year I issued an order
6 postponing the Defendant's ejectment until April 30,
7 2011 to allow the Defendant to redeem the property.
8 That was my order of March 14.

9 We were back in front of the Court on May 6. At
10 that time Mr. White had an offer and -- made an offer
11 of \$20,000 to settle the case. My understanding is
12 that offer is still on the table?

13 MR. WHITE: Yes, sir. That money is still there.

14 THE COURT: All right; \$20,000 to settle the case.

15 Mr. Dow Davidson is here on behalf of Plaintiff JP
16 Morgan Chase. The bank has not accepted that offer as
17 we speak and has some conditions. Would you state
18 those conditions for the record?

19 MR. DAVIS: Yes, Your Honor. The conditions have
20 really -- truly considering the offers that we be
21 allowed to appraise the property formally, get in look
22 at the building and have a good sense of really what
23 the actual value of the property is.

24 We've conducted a BPO that gives us some
25 indication, but as I've been advising my client --

1 don't want to go into the details of that but that
2 there are other considerations beyond the BPO that I
3 think they need to take into account before making a
4 formal decision.

5 And as I mentioned before we've had constructive
6 conversations with Mr. White about doing that.

7 I'll interject here -- Mr. White, correct me if
8 I'm wrong. I think your concern is that when the
9 appraisal comes back somewhere far in excess of
10 \$20,000, your concern is that we're now going to make a
11 counter offer and ask you for whatever that number is.
12 Is that your concern?

13 MR. WHITE: That along with the fact that the
14 buildings were never ever considered in the original
15 mortgage, as part of the original mortgage nor the
16 foreclosure. And I don't think it's fair that those
17 buildings -- those buildings are considered now. Only
18 the land was mentioned in the lis pendens or the
19 description of the property in the mortgage, and now
20 all of a sudden -- and up until now I haven't even been
21 able to convince anyone, not even the attorney for the
22 estate -- I'm sorry -- the attorney for the estate that
23 Chase has foreclosed on that entire estate. They've
24 done such a good job of disguising that foreclosure or
25 deal that no one believes me, except for you, Your

1 Honor, that the whole thing is foreclosed upon. So why
2 consider the building now? If it's going to go up,
3 it's not going to be in my favor.

4 THE COURT: That's true.

5 MR. DAVIDSON: Your Honor, let me jump in here
6 quickly. I hear what Mr. White is saying. The bank
7 disagrees with his characterization of things up to
8 this point. And that's fine. That's the substance
9 that we can get into if you see fit. But I understand
10 Mr. White's position with respect to the dollar figure.
11 I understand that the \$20,000 is as high as he can go.
12 And, frankly, Your Honor that is not a deal breaker one
13 way or the other. The bank just needs to know, with
14 certainty, what the value of the property is. And we
15 would like to have that chance and, personally, I would
16 like to have that chance before we take steps to remove
17 Mr. White from the property.

18 THE COURT: Okay. All right. Mr. White, you
19 don't want them coming in the property?

20 MR. WHITE: Well, I don't think it's fair that I
21 should be humiliated any more than I've been already,
22 and participate in that humiliation, if all I'm going
23 to do is give them an opportunity to raise the numbers.
24 They need to look at this thing in terms of this is a
25 wrongful foreclosure and Fourteenth Amendment rights;

1 due process, period. I mean, the more I look at this.
2 thing the uglier it got. Decent, honorable people are
3 going to be challenged and hurt by this whole ordeal.
4 Decent people that Chase attorneys have deceived this
5 Court about with no buildings and -- it's ugly, Your
6 Honor. I'm well informed at this point.

7 THE COURT: Mr. White, I understand that, too. I
8 also understand that back in March --

9 MR. WHITE: I was to be in the street.

10 THE COURT: You might be on the street again.
11 Okay? I postponed the eviction until April 30th. I'm
12 going to postpone the eviction until August 30th. I'm
13 going to send the Sheriff out there the day after Labor
14 Day. That will be my order. Unless you-all resolve it
15 between the two of you prior to that time. Okay?

16 MR. WHITE: August 30th?

17 THE COURT: August 30th is your drop dead date.

18 MR. WHITE: What time August 30th, Your Honor?

19 THE COURT: 5:00 p.m. If you don't have this
20 thing settled by 5:00 p.m. I'm not going any further.
21 I'm not hearing any more motions. I'm not entertaining
22 nothing else. I'm giving you an additional four months
23 from the the initial time I gave you. You got \$20,000
24 out there. If they say jump through a ring of fire,
25 Mr. White, if I was you I would jump through a ring of

1 fire to get them to take your offer. Because you are
2 not in the driver's seat. This case has already been
3 to trial; the case has already been decided. We have
4 determined that the entire tract of land -- and I think
5 it was your mother's if I remember right, or
6 grandmother's -- I can't remember now who -- mortgaged
7 the entire tract. Whether or not there was a building
8 or no building on there the subdivision of the property
9 took place after the mortgage has determined what
10 property was subject to the foreclosure. It was simple
11 as that. I gave you a period of time to come up with
12 an offer to settle. You-all made that offer. They can
13 accept it or reject it. Okay? They can take \$20,000
14 or they can take zero dollars or they could take a
15 hundred thousand dollars if that's what they want.

16 The problem with the case is that the case was
17 ended. I gave you the opportunity to come in and try
18 to redeem the property. You're in a redemption period.
19 You're not in the driver's seat from that perspective.
20 You're in a redemption period. So I think that's -- I
21 think it's a decent offer. They want to make a
22 business decision. They're entitled to make a business
23 decision. I'm going to give you a lot longer than I
24 think it should be. So I'm going to give you until
25 then. I'm not going to hear any more motions about

1 this. I'm done with this case. I'm just done. Okay?

2 Unfortunately, I'm in the position of having to
3 kick people out of their houses. That's what I do now.
4 I did it Friday. Here I am on Monday doing it again;
5 got another coming up this week. I have an 86 year old
6 woman I have to put out of her house, and I'm not happy
7 about it.

8 MR. WHITE: I know.

9 THE COURT: I do what I do. I took an oath when I
10 took my job. My job is to uphold the law. And I'm
11 sorry. Because people get hurt doing that. All right?
12 But I'm just telling you, I understand what your
13 position is. I understand clearly what you're telling
14 me, but I'll tell you the time to have done that was
15 2011 and 2012. I've given you some additional time
16 because you came in here.

17 MR. WHITE: I asked you and you did.

18 THE COURT: You asked me to do it. Ain't no skin
19 off my back to help somebody. I'm happy to do it. I
20 am just telling you, you're not really in the driver's
21 seat there.

22 MR. WHITE: Not even along with the fact that
23 there was no personal representative in place at the
24 time of the foreclosure? No one was notified, even the
25 attorney of the estate? I mean, this thing is ugly.

1 This has been really a wrongful foreclosure. But I
2 thank you so much for your input and I understand your
3 position.

4 THE COURT: All right. I'm just telling you I
5 know where we are. I'm giving you this additional
6 time, basically two more months, because I think you
7 all can work this out.

8 MR. WHITE: I hope so.

9 THE COURT: You'll have to work from their
10 perspective. I don't want to be prejudging that one
11 way or the other. I'm just going to set a red letter
12 date deadline and that's August 30th. You have it
13 worked out by then or you don't. I don't intend to do
14 anything other than that. I'll issue a form order that
15 says that.

16 MR. DAVIDSON: Sounds good, Your Honor. Is your
17 preference that I contact you one way or the other or
18 if you don't hear from me action will be taken?

19 THE COURT: What I want you to do is send me an
20 order that says just what I said. That way you've got
21 it. Make sure Mr. White's got it, and Ms. White.
22 Okay? The parties to the action have an order that
23 says exactly what I said.

24 MR. DAVIDSON: I will send it this afternoon.

25 THE COURT: You can't wait until August 30th to

1 resolve it. I was going to give you 30 days which was
2 August 6th or 7th or 8th or something. I'll just say
3 end of August. August 30th is the drop dead date to
4 resolve it. If it ain't resolved by then, the chips
5 are going to fall where they fall.

6 MR. DAVIDSON: I think the 30th is good, because
7 even if we get the appraisal sometimes the machine
8 takes awhile.

9 THE COURT: These banks do not move quick. That's
10 unfortunate, but they don't move quick. So my hope is
11 you can have it resolved then. They are not going to
12 even put forth an effort until you-all have come to
13 terms on some agreement. You need to work out whatever
14 the terms are now so that the deal can be done by then.

15 MR. WHITE: Okay.

16 THE COURT: All right. Thank you for coming.

17 MR. WHITE: Okay, Your Honor.

18 THE COURT: Good luck to you, sir. All right.
19 Mr. Davidson, any questions just bring them to me.

20 MR. DAVIDSON: I appreciate it.

21

22

23

24

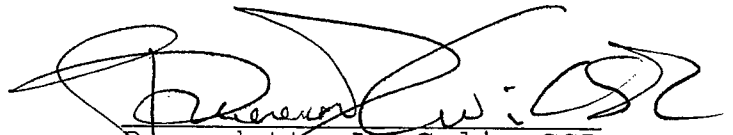
25

STATE OF SOUTH CAROLINA)
) C E R T I F I C A T E
COUNTY OF CHARLESTON)

I, Bernadette A. Cali, Notary Public, do hereby certify that the within hearing was taken and transcribed by me; and that the foregoing pages are a true and accurate transcript of the within proceedings. I further certify that the persons were present as stated.

I further certify that I am not of counsel or kin to any of the parties to this action, nor am I interested in the result of the said action.

IN WITNESS WHEREOF, I have hereunto subscribed my name, this July 16, 2013.


Bernadette A. Cali, CSR
Notary Public
My Commission Expires
April 5, 2020

Please Return To:
A&M MORTGAGE CORPORATION
2138 ASHLEY-PHOSPHATE ROAD STE 103
Charleston, SC 29406

BK N 293PG281

: 250381784

[Space Above This Line For Recording Data]

MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on November 13, 19 97 .

The mortgagor is JULIA MAE WHITE a/k/a JULIA M. WHITE BOWMAN

("Borrower").

This Security Instrument is given to A&M MORTGAGE CORPORATION

, which is organized and existing

under the laws of SOUTH CAROLINA

, and whose address is

2138 ASHLEY-PHOSPHATE ROAD STE 103, Charleston, SC 29406

("Lender").

Borrower owes Lender the principal sum of thirty six thousand eight hundred and NO/100ths

Dollars (U.S. \$ 36,800.00). This debt is evidenced by Borrower's note dated the same date as this Security Instrument ("Note"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on November 18, 2012 . This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and modifications of the Note; (b) the payment of all other sums, with interest, advanced under paragraph 7 to protect the security of this Security Instrument; and (c) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby mortgage, grant and convey to Lender and Lender's successors and assigns the following described property located in Charleston County, South Carolina:

SEE ATTACHED EXHIBIT "A"

which has the address of 1510 GRIMBALL RD. EXT., Charleston (City)
South Carolina 29412 ("Property Address");
[Zip Code]

TO HAVE AND TO HOLD this property unto Lender and Lender's successors and assigns, forever, together with all the improvements now or hereafter erected on the property, and all easements, appurtenances, and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property."

BORROWER COVENANTS that Borrower is lawfully seised of the estate hereby conveyed and has the right to grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

33

EXHIBIT A

ALL that certain piece, parcel and lot of land, situate, lying and being on James Island, County of Charleston, State of South Carolina known and designated as Lot 3, as shown and designated on that certain plat entitled "PLAT SHOWING THE SUBDIVISION OF A 16.384 ACRE TRACT OF LAND INTO LOTS 2 THRU 8, LOT 10 AND A NEW 50' R/W, AND THE ABANDONMENT OF LOTS D, E AND F, AND EXISTING LOT 9, A 1.523 ACRE TRACT OF LAND, PROPERTY OF COOPER JUDGE ESTATE LOCATED IN THE TOWN OF JAMES ISLAND, CHARLESTON COUNTY, SOUTH CAROLINA" and prepared by George A.Z. Johnson, Jr., Inc. and recorded in the RMC Office for Charleston County in Plat Book EB, page 271. Said lot having such size, shape, dimensions, buttings and boundings as reference to the aforesaid plat will more fully and at large appear.

BEING the same property which Roger M. Young, Master by deed dated February 23, 1996 and recorded August 19, 1996 in the RMC Office for Charleston in Book C273, page 377, conveyed to JULIA MAE WHITE a/k/a JULIA M. JUDGE BOWMAN.

TMS #427-00-00-081

MORTGAGEE'S ADDRESS: 2138 Ashley Phosphate Road
North Charleston, SC 29406

Recording Requested By
CHASE HOME FINANCE LLC

BH 580PG251

When Recorded Return To

Daisy Castillano
CHASE HOME FINANCE LLC
10790 Rancho Bernardo Rd
San Diego, CA 92127

CORPORATE ASSIGNMENT OF MORTGAGE

Charleston, South Carolina
SELLER'S SERVICING # 10286805 "WHITE"
SELLER'S LENDER ID# 189

Date of Assignment March 27th, 2006
Assignor DEUTSCHE BANK NATIONAL TRUST COMPANY AS TRUSTEE F/K/A BANKERS TRUST COMPANY OF CALIFORNIA, N A AS CUSTODIAN OR TRUSTEE BY CHASE HOME FINANCE LLC, SUCCESSOR BY MERGER WITH CHASE MANHATTAN MORTGAGE CORPORATION, ATTORNEY IN FACT at 10790 RANCHO BERNARDO RD , DEPT 410, SAN DIEGO, CA 92127
Assignee CHASE HOME FINANCE LLC at 10790 RANCHO BERNARDO RD, SAN DIEGO, CA 92127


Executed By JULIA MAE WHITE A/K/A JULIA M WHITE BOWMAN To A & M MORTGAGE CORPORATION
Date of Mortgage 11/13/1997 Recorded 11/25/1997 in Book/Reel/Liber N 293 Page/Folio 281 as Instrument No N/A in Charleston, South Carolina

Property Address 1510 GRIMBALL RD EXT , CHARLESTON, SC 29412

KNOW ALL MEN BY THESE PRESENTS that in consideration of the sum of TEN and NO/100ths DOLLARS and other good and valuable consideration, paid to the above named Assignor, the receipt and sufficiency of which is hereby acknowledged, the said Assignor hereby assigns unto the above-named Assignee, the said Mortgage together with the Note or other evidence of indebtedness (the "Note"), said Note having an original principal sum of \$36,800 00 with interest, secured thereby, together with all moneys now owing or that may hereafter become due or owing in respect thereof, and the full benefit of all the powers and of all the covenants and provisos therein contained, and the said Assignor hereby grants and conveys unto the said Assignee, the Assignor's beneficial interest under the Mortgage

TO HAVE AND TO HOLD the said Mortgage and Note, and also the said property unto the said Assignee forever, subject to the terms contained in said Mortgage and Note

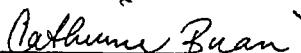
DEUTSCHE BANK NATIONAL TRUST COMPANY AS TRUSTEE F/K/A BANKERS TRUST COMPANY OF CALIFORNIA, N A AS CUSTODIAN OR TRUSTEE BY CHASE HOME FINANCE LLC, SUCCESSOR BY MERGER WITH CHASE MANHATTAN MORTGAGE CORPORATION, ATTORNEY IN FACT POA 06/12/2001 in Book/Reel/Liber C 374 Page/Folio 306
On March 27th, 2006

By 
ALEXA DEL PILAR, Assistant Secretary

WITNESS


REESE CHAN

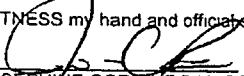
WITNESS


CATHERINE BUASI

STATE OF California
COUNTY OF San Diego

ON March 27th, 2006, before me, JOSEPHINE CORRINE RAMIREZ, a Notary Public, personally appeared ALEXA DEL PILAR, Assistant Secretary, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument

WITNESS my hand and official seal,


JOSEPHINE CORRINE RAMIREZ
Notary Expires 06/25/2006 #1362502



(This area for notarial seal)

Last Will and Testament

OF

JULIA M. BOWMAN

I, **JULIA M. BOWMAN**, of James Island, South Carolina being of sound and disposing mind and memory, and not acting under duress, menace, fraud or undue influence of any person whomsoever, do make publish and declare this my Last Will and Testament, hereby specifically revoking any and all former Wills and Codicils thereto, made by me prior to the date of this Will.

ITEM

ONE: I hereby declare that I am not married.

ITEM

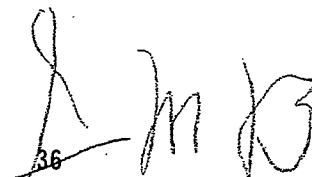
TWO: I hereby declare that I have three (3) children, namely, John Henry White, Anthony Franklin White and Clorenda Mae White. All of the aforesaid children have reached the age of majority.

ITEM

THREE: I hereby direct that all my just debts, funeral expenses, and expenses of my last illness be paid out of my estate by my Personal Representative, hereinafter named, as soon after my death as is practicable.

ITEM

FOUR: It is my intention by this Will to dispose of all my property, real, personal and mixed, including any and all property of whatever nature acquired and wherever situated after the execution of this Will.


36

ITEM

FIVE: I give, devise and bequeath the duplex located at 1510 Grimball Road Extension, James Island, South Carolina to Clorenda Mae White, provided that John Henry White shall be permitted to reside in the unit that he presently occupies until his death on the condition that he pays one-half of the annual costs of taxes, insurance, maintenance and utilities incurred as determined by Clorenda Mae White. Provided further, that Clorenda Mae White may permit any other child or family member of mine to live in the second unit on the same conditions as set out hereinabove for John Henry White. If no family member occupies the second unit, then it may be rented to non-family members at market rent with proceeds used by Clorenda Mae White to pay her one-half share of the cost of taxes, insurance, maintenance and utilities. Failure of John Henry White or any other child or family member occupying the said duplex to pay the amounts required by Clorenda Mae White pursuant to this gift shall subject the occupant to immediate eviction.

Clorenda Mae White shall be authorized to subdivide said property to create a lot or lots to be developed or sold, in her discretion, and the proceeds therefrom shall be the sole property of Clorenda Mae White. Upon the death of John Henry White or his failure to continue occupancy of the property, possession of the unit occupied by him shall go to Clorenda Mae White.

ITEM

SIX: All the rest, residue, and remainder of my estate, real, personal and mixed, of whatever kind and wherever situated,

27
L. M. V.

of which I may die seized and possessed, or in which I may have any interest or to which I may be entitled or over which I may have any power of appointment, I give, devise and bequeath to my children, John Henry White, Anthony Franklin White and Clorenda Mae White, to be theirs in equal shares.

ITEM

SEVEN: I hereby nominate, constitute and appoint my daughter, Clorenda Mae White, as Personal Representatives of this my Last Will and Testament, to serve without bond.

I hereunto subscribe my name to this my Last Will and Testament, which consists of four (4) pages, at Charleston, South Carolina, this 1st day of September 2006.

Julia M. Bowman
JULIA M. BOWMAN

ATTESTATION CLAUSE

SIGNED, SEALED, PUBLISHED AND DECLARED by the above named JULIA M. BOWMAN as her Last Will and Testament in the presence of us two who, at her request, in her presence, and in the presence of one another, hereunto subscribed our names as witnesses thereof, all on the date last written.

Wm. H. Francis residing at 1847 Ashley River Rd
Charleston, SC 29407

Arthur C. Ireland residing at 1847 Ashley River Rd
Charleston, SC 29407

MASTER'S DEED

STATE OF SOUTH CAROLINA)
) (Public/Private Sale)
COUNTY OF CHARLESTON)

To all whom these Presents shall concern:

I, Roger M. Young, as Master in Equity for Charleston County, in the said State, send Greetings:

WHEREAS, in an action in the Court of Common Pleas in Charleston County between VERNA LEE JUDGE, AMANDA LEE ROPER, ELIZABETH J. LESESNE, AND FRANCINA J. BACKMAN, as plaintiff(s) and THE ESTATE OF COOPER JUDGE, THE ESTATE OF FRANKLIN JUDGE, SR., THE ESTATE OF FRANKLIN JUDGE, JR., JULIA MAE WHITE, et al., as defendant(s), by an Order dated on November 16th, 1995, it was decreed that the property hereinafter described should be sold by the Master in Equity for Charleston County on the terms and for the purposes mentioned in the order(s) granted in the case as by reference thereto will appear. SEE also Supplemental Order dated 2-23-96.

NOW THEREFORE KNOW ALL MEN, That I, the undersigned, as Master in Equity for Charleston County, pursuant to the foregoing and in consideration of the sum of (see Final Order dated November 16, 1995) as paid by the hereinafter named grantee, the receipt whereof is hereby acknowledged, have granted, bargained, sold, and released, and by these presents do grant and release the following described property unto the grantee, JULIA MAE WHITE, a/k/a JULIA M. JUDGE BOWMAN, the following described property:

ALL that certain piece, parcel and lot of land, situate, lying and being on James Island, County of Charleston, State of South Carolina, known and designated as Lot 3, as shown and designated on that certain plat entitled "PLAT SHOWING THE SUBDIVISION OF A 16.384 ACRE TRACT OF LAND INTO LOTS 2 THRU 8, LOT 10, AND A NEW 50' R/W, AND THE ABANDONMENT OF LOTS D, E, & F, AND EXISTING LOT 9, A 1.53 ACRE TRACT OF LAND, PROPERTY OF COOPER JUDGE ESTATE LOCATED IN THE TOWN OF JAMES ISLAND, CHARLESTON COUNTY, SOUTH CAROLINA," and prepared by George A.Z. Johnson, Jr., Inc. Said lot having such size, shape, dimensions, buttings and boundings as reference to the aforesaid plat will more fully and at large appear. said plat recorded at Book EB-271 R.M.C. Office for Charleston County.

BEING a portion of the same property conveyed to Cooper Judge by deed of Sarah E. Grimball dated January 19, 1888, and recorded in the RMC Office for Charleston County on May 16, 1889, in Deed Book W-20, at page 137. Also being a portion of the same premises partitioned by Orders of the Master-in-Equity for Charleston County under Case No. 93-CP-10-4771.

TMS# 427-0000-081

TOGETHER with all and singular the hereditaments, rights, members, and appurtenances whatsoever

Grantees Address
1510 Grimball Rd Ext.
Charleston, SC 29412

RECORDED
AUG 18 2016

to the said property belonging or in any wise incident or appertaining, and the reversions and remainders, rents, issues, and profits thereof, and also any estate, right, title, interest, dower, possession, benefit, claim, or demand therein whatsoever of all parties to the said suit and of all other persons who might rightfully claim the same or any part thereof, by, from, or under them, or either of them;

TO HAVE AND TO HOLD the said property, with its hereditaments, privileges, and appurtenances, unto the said grantee, his/her/its/their heirs/successors and assigns for their own use, benefit, and behoof, forever.

IN WITNESS WHEREOF, I, the undersigned, as Master in Equity for Charleston County, under and by virtue of the said order(s), have hereunto set my Hand and Seal the 23rd day of February, in the year of our Lord one thousand nine hundred ninety-six, and in the two hundred and twentieth year of the Sovereignty and Independence of the United States of America.

SIGNED, SEALED, AND DELIVERED)
in the Presence of)

James B. Hendricks

Witness

Mary B. Johnson
Witness



Roger M. Young, Master in Equity for Charleston County

(L.S.)

STATE OF SOUTH CAROLINA)

COUNTY OF CHARLESTON)

I, Mary B. Johnson, do hereby certify that Roger M. Young, as Master in Equity for Charleston County, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal this the 23rd day of February, 1996.

Mary B. Johnson
Notary Public for South Carolina
My commission expires: September 21, 1999



BP0152963

RMC Bk 0152 Pg 963 : pg 1 *

STATE OF SOUTH CAROLINA)
)
COUNTY OF CHARLESTON)

IN THE MATTER OF JULIA MAE WHITE BOWMAN

CASE NUMBER 2009-ES-10-1070

CORRECTIVE DEED OF DISTRIBUTION (Book 0114 Page 745)
(Title Not Examined)

WHEREAS, the decedent died on the 27th day of June, 2009; and

WHEREAS, the estate of the decedent is being administered in the Probate Court for Charleston County, South Carolina in File No.: 2009-ES-10-1070; and

WHEREAS, the grantees herein are either beneficiaries or heirs at law, as appropriate, of the decedent; and

WHEREAS, the undersigned Personal Representative is the duly appointed qualified fiduciary in this matter; and

NOW THEREFORE, in accordance with the laws of State of South Carolina, the Personal Representative has granted bargained, sold and released, and by these Presents does grant, bargain, sell and release to **CLORENDA MAE WHITE**, subject to the provisions under the **Last Will and Testament of Julia Mae White Bowman filed in Charleston County Probate Court**, her heirs and assigns in the following described property:

ALL that certain piece, parcel and lot of land, situate, lying and being on James Island, County of Charleston, State of South Carolina, known and designated as Lot 3-B, as shown and designated on that certain plat entitled "PLAT SHOWING THE SUBDIVISION OF LOT 3 A 1.891 ACRE TRACT OF LAND INTO LOTS 3A, 3B, 3C OWNED BY JULIA BOWMAN LOCATED IN TOWN OF JAMES ISLAND, CHARLESTON COUNTY, SOUTH CAROLINA," and prepared by George A.Z. Johnson, Jr., Inc. dated December 1, 2003 and revised January 23, 2004. Said lot having such size, shape, dimensions, butting and boundings as reference to the aforesaid plat will more fully and at large appear. Said plat recorded at Book DE-16 in the R.M.C. Office for Charleston County.

Being a portion of the property conveyed to Julia Mae White a/k/a Julia M. Judge Bowman by Master's Deed of Roger M. Young, Master in Equity for Charleston County dated February 23, 1996 and recorded August 19, 1996 in Charleston County RMC Office in Book C 273 at page 377.

TMS# 427-00-00-112

Grantee's Address: 4307 Bream Road, Apt. 39
Charleston, South Carolina 29418

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BP0152968

RMC BK 0152 Pg 968 : pg 1 *

STATE OF SOUTH CAROLINA)
)
COUNTY OF CHARLESTON)

IN THE MATTER OF JULIA MAE WHITE BOWMAN

CASE NUMBER 2009-ES-10-1070

**CORRECTIVE DEED OF DISTRIBUTION (Book 0114 Page 745)
(Title Not Examined)**

WHEREAS, the decedent died on the 27th day of June, 2009; and

WHEREAS, the estate of the decedent is being administered in the Probate Court for Charleston County, South Carolina in File No.: 2009-ES-10-1070; and

WHEREAS, the grantees herein are either beneficiaries or heirs at law, as appropriate, of the decedent; and

WHEREAS, the undersigned Personal Representative is the duly appointed qualified fiduciary in this matter; and

NOW THEREFORE, in accordance with the laws of State of South Carolina, the Personal Representative has granted bargained, sold and released, and by these Presents does grant, bargain, sell and release to **CLORENDA MAE WHITE, JOHN HENRY WHITE and HEIRS OF ANTHONY FRANKLIN WHITE**, their heirs and assigns in the following described property:

ALL that certain piece, parcel and lot of land, situate, lying and being on James Island, County of Charleston, State of South Carolina, known and designated as Lot 3-A and 3-C, as shown and designated on that certain plat entitled "PLAT SHOWING THE SUBDIVISION OF LOT 3 A 1.891 ACRE TRACT OF LAND INTO LOTS 3A, 3B, 3C OWNED BY JULIA BOWMAN LOCATED IN TOWN OF JAMES ISLAND, CHARLESTON COUNTY, SOUTH CAROLINA," and prepared by George A.Z. Johnson, Jr., Inc. dated December 1, 2003 and revised January 23, 2004. Said lot having such size, shape, dimensions, butting and boundings as reference to the aforesaid plat will more fully and at large appear. Said plat recorded at Book DE-16 in the R.M.C. Office for Charleston County.

Being the same property conveyed to Julia Mae White a/k/a Julia M. Judge Bowman by Master's Deed of Roger M. Young, Master in Equity for Charleston County dated February 23, 1996 and recorded August 19, 1996 in Charleston County RMC Office in Book C 273 at page 377.

TMS Nos. 427-00-00-081 (Lot 3-A)
427-00-00-113 (Lot 3-C)

STATE OF SOUTH CAROLINA

COUNTY OF CHARLESTON

Chase Home Finance LLC,

PLAINTIFF,

VS.

Julia Mae White a/k/a Julia M. White a/k/a
Julia M. White Bowman a/k/a Julia M. Judge
Bowman

DEFENDANT(S).

(101003.00168)

IN THE COURT OF COMMON PLEAS

~~2010-LP-10-394~~

2011-CP-10-296

LIS PENDENS

RY
2010 DEC 20 AM 11:10
JULIE J. ARMSTRONG
CLERK OF COURT

FILED

10-21-22

NOTICE IS HEREBY GIVEN that an action has been commenced by the Plaintiff above named against the Defendants above named for the foreclosure of a certain mortgage given by Julia Mae White a/k/a Julia M. White Bowman to A&M Mortgage Corporation, dated November 13, 1997, recorded November 25, 1997, in the office of the Clerk of Court/Register of Deeds for Charleston County, in Book N293, at Page 281; subsequently, the Note and Mortgage were assigned to EMMCO The Mortgage Service Station, Inc. by an assignment instrument dated November 13, 1997 recorded November 25, 1997 in Book N292 at Page 492. Thereafter, the Note and Mortgage were assigned to Chase Home Finance LLC

The description of the premises as contained in said mortgage is as follows:

All that certain piece, parcel and lot of land, situate, lying and being on James Island, County of Charleston, State of South Carolina known and designated as Lot 3, as shown and designated on that certain plat entitled "PLAT SHOWING THE SUBDIVISION OF A 16.384 ACRE TRACT OF LAND INTO LOTS 2 THRU 8, LOT 10 AND A NEW 50' RAW, AND THE ABANDONMENT OF LOTS D, E AND F, AND EXISTING LOT 9, A 1.523 ACRE TRACT OF LAND, PROPERTY OF COOPER JUDGE ESTATE LOCATED IN THE TOWN OF JAMES ISLAND, CHARLESTON COUNTY, SOUTH CAROLINA" and prepared by George A.Z. Johnson, Jr., Inc., and recorded in the RMC Office for Charleston County in Plat Book EB, page 271. Said lot having such size, shape, dimensions, buttings and boundings as reference to the aforesaid plat will more fully and at large appear.

This being the same property conveyed to Julia Mae White a/k/a Julia M. Judge Bowman by deed of Roger M. Young dated February 23, 1996 recorded August 16, 1996 in the Register of Deeds Office for Charleston County, South Carolina in Book C273 at Page 377.

TMS No. 427-00-00-081

Due Process Clause

Main article: Due Process Clause

The Due Process Clause of the Fourteenth Amendment applies against only the states, but it is otherwise textually identical to the Due Process Clause of the Fifth Amendment, which applies against the federal government; both clauses have been interpreted to encompass identical doctrines of procedural due process and substantive due process.^[69] Procedural due process is the guarantee of a fair legal process when the government seeks to burden a person's protected interests in life, liberty, or property, and substantive due process is the guarantee that the fundamental rights of citizens will not be encroached on by government.^[70] The Due Process Clause of the Fourteenth Amendment also incorporates most of the provisions in the Bill of Rights, which were originally applied against only the federal government, and applies them against the states.^[71]

8/1

For Charleston County Use Only

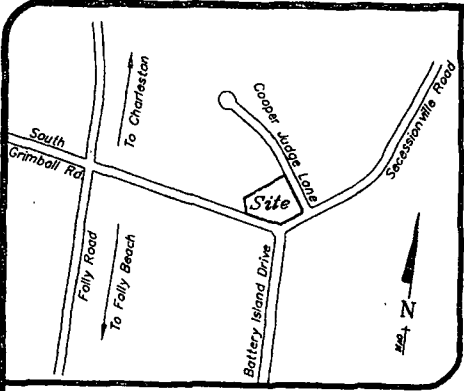
APPROVED FINAL PLAT

Robert Tenney Miller
Director of Planning
Charleston County Planning Commission

19496
Appl. #

2-19-04
Date

Curve	Length	Radius	Arc Length	Tangent	Ch. Length	Ch. Bearing
C1	31.42	20.00	31.42	20.00	28.28	N10°21'53"E



We hereby dedicate the new 10' sewer easements shown hereon to the use of the lot owners forever. The approval of this plat in no way obligates the County of Charleston or the Town of James Island to accept for continued maintenance any of the easements shown on this plat.

Julia M. Bowman
(owner)

Lot 5
Property of
Moses Backman, Jr.
T.M.S.
427-00-00-080

Lot 1
Property of
Francina J. Backman
T.M.S.
427-00-00-008

Lot 3A
40,028 sq. ft.
0.918 acres

Lot 3C
17,500 sq. ft.
0.402 acres

Lot 3B
24,863 sq. ft.
0.571 acres

- LEGEND:**
- I.O. IRON PIN OLD
 - I.N. IRON PIN NEW (5/8 REBAR)
 - △ CALCULATED POINT
 - DBL DOUBLE
 - TRP. TRIPLE

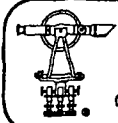
- REFERENCES:**
- 1.) T.M.S. 427-00-00-081
 - 2.) PLAT BY GEORGE A.Z. JOHNSON, JR., INC.
DATED AUGUST 12, 1998
PLAT BOOK EB, PAGE 271
TOWN OF JAMES ISLAND APPROVED
RMC CHARLESTON COUNTY

NOTES:

- 1.) THE BEARINGS SHOWN HEREON ARE MAGNETIC AND AS SUCH ARE SUBJECT TO LOCAL ATTRACTION.
- 2.) THE PRESENCE OR ABSENCE OF U.S. ARMY CORP OF ENGINEERS JURISDICTIONAL WETLANDS IS UNDETERMINED AS OF THE DATE OF THIS SURVEY.
- 3.) THIS PLAT REPRESENTS A SURVEY BASED ON THE LISTED REFERENCES ONLY, AND IS NOT THE RESULT OF A TITLE SEARCH.
- 4.) AREA DETERMINED BY COORDINATE METHOD.
- 6.) ANYTHING SHOWN OUTSIDE THE DEFINED BOUNDARY OF THIS PLAT IS FOR DESCRIPTIVE PURPOSES ONLY.
- 8.) ANY FURTHER SUBDIVISION OF THIS PARCEL, OR ROAD CONSTRUCTION OR EXTENSION OF THE EXISTING ROADS SHOWN HEREON SHALL REQUIRE COMPLIANCE WITH THE CHARLESTON COUNTY ZONING & LAND DEVELOPMENT REGULATIONS. BEFORE COUNTY OF CHARLESTON ACCEPTS ANY DEDICATION OF THE ROAD(S) INTO THE COUNTY SYSTEM, THE PROPERTY OWNER SHALL CONSTRUCT THE ROAD(S) TO THE COUNTY OF CHARLESTON ROAD STANDARDS.
- 9.) IT IS HEREBY EXPRESSLY UNDERSTOOD BY THE PROPERTY OWNER, DEVELOPER OR ANY SUBSEQUENT PURCHASER(S) OF ANY LOTS SHOWN ON THIS PLAT THAT THE COUNTY OF CHARLESTON IS NOT RESPONSIBLE FOR THE MAINTENANCE OF THE STREETS, ROADS, COMMON AREAS, DRAINAGE SYSTEMS, AND ANY OTHER MUNICIPAL SERVICES WHICH INCLUDE BUT NOT LIMITED TO, CARRIAGE DISPOSAL, PUBLIC WATER, FIRE PROTECTION OR EMERGENCY MEDICAL SERVICE.
- 10.) BE AWARE THAT THE COUNTY OF CHARLESTON IS NOT RESPONSIBLE FOR DRAINAGE PROBLEMS AND FLOODING PROBLEMS OR PROBLEMS RELEVANT TO THE REAL PROPERTY AND EMERGENCY VEHICLES MAY HAVE DIFFICULTY ACCESSING THE PROPERTY.
- 12.) NO PUBLIC FUNDS SHALL BE USED FOR THE MAINTENANCE OF THE ROADS SHOWN ON THIS PLAT.
- 11.) THE APPROVAL OF THIS PLAT IN NO WAY OBLIGATES THE COUNTY OF CHARLESTON TO ACCEPT CONTINUED MAINTENANCE ANY OF THE ROADS AND /OR EASEMENTS SHOWN ON THIS PLAT.

General Property Survey

I, F. Steven Johnson, a Registered Professional Land Surveyor in the State of South Carolina, certify to owner(s) shown hereon that this survey shown hereon was made in accordance with the requirements of the Minimum Standards Manual for the Practice of Land Surveying in South Carolina, and meets or exceeds the requirements for a Class A survey as specified therein.



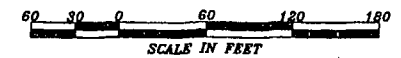
GEORGE A.Z. JOHNSON, JR., INC.
LAND SURVEYORS
8771 SAVANNAH HIGHWAY
RAVENEL, SOUTH CAROLINA 29470
(843) 889.1492 Charleston No. 722.3852 Edisto No. 889.1496
Fax No. (843) 889.1054

PLAT SHOWING
THE SUBDIVISION OF LOT 3
A 1.891 ACRE TRACT OF LAND
INTO LOTS 3A, 3B, AND 3C
OWNED BY
JULIA BOWMAN
LOCATED IN TOWN OF JAMES ISLAND
CHARLESTON COUNTY, SOUTH CAROLINA

DATE: 1 DECEMBER 2003

SCALE: 1" = 60'

REVISED DATE: 23 JANUARY 2004



Charleston, South Carolina
Office of Register Means Conveyance
First recorded this 23RD day of Feb. 2004 at
11:05 o'clock in Plat Book DE, Page 16, and tracing cloth
copy filed in File 2, Drawer 4, Folder 91, Drawing No. 18.
Original plat (a White Print) delivered to Ches Co. Planning Board

Chris Fland
Register Means Conveyance

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BK 14,817:6357

BROCK & SCOTT PLLC



COLUMBIA OFFICE

WESTPARK CENTER
3800 FERNANDINA ROAD
SUITE 110
COLUMBIA, SC 29210
PHONE 877-302-4140
FAX 888-207-9353

ASHEVILLE, NC
CHARLOTTE, NC
RALEIGH, NC
WILMINGTON, NC
WINSTON-SALEM, NC
COLUMBIA, SC
FRANKLIN, TN

THOMAS E. BROCK *
GREGORY A. SCOTT *
JAMES P. BONNER *
MARK A. PEARSON **
BRIAN L. CAMPBELL **
SEAN M. CORCORAN *

www.brockandscott.com

* Licensed in North Carolina

** Licensed in North Carolina and South Carolina

January 30, 2013

Charleston County Sheriff's Department
100 Broad Street, Suite 381
Charleston, SC 29401
Attn: Civil Processing

Re: Lockout date & time-Case No. 2011-CP-10-296
1510 Grimball Road Extension, Charleston, SC 29412

To The Charleston County Sheriff's Dept.,

I have enclosed an original and two copies of the Writ of Assistance Order, a check in the amount of \$25.00 and a postage paid return envelope. **Please serve the Writ of Assistance by personal service or by posting and notify me of a lockout date and time.** Please contact Pam Kilpatrick in the eviction department with any questions at (877) 302-4140. I appreciate your help in this matter.

Sincerely,

Pam Kilpatrick
Eviction Manager
Brock & Scott, PLLC

DATE/TIME: 2/22/2013 @ 11:44 am
ADDRESS: 1510 Grimball Road Extension
DEFENDANT: Clorenda Mac White et al
PLEASE VACATE & REMOVE ALL PERSONAL
PROPERTY NLT MONDAY, MARCH 18, 2013 @ 10:00 AM
TO AVOID FURTHER EMBARRASSMENT AND
POSSIBLE LAW ENFORCEMENT ACTIONS.
THANK YOU, Sergeant A. Palmer

843.958.2107 or 843.906.7272

THE STATE OF SOUTH CAROLINA

IN THE COUR OF APPEALS

APPEALS FROM CHARLESTON COUNTY

Mikel R. Scarborough, Master in Equity

Case no. 2013-001576

JP Morgan Chase Bank, National Association, Respondent-----Respondent

V

Clorenda Mae White, John Henry White, Andrea Denise _____ Appellant

White, as Legal Heir and Personal Representative

Of the Estate Anthony Franklin White, Melanie White

Jason White , and Mark White as Legal Heirs of the Estate

Of Anthony Franklin White, and Charleston County Clerk

Of Court , Defendant,

Of whom John Henry White is the Appellant:

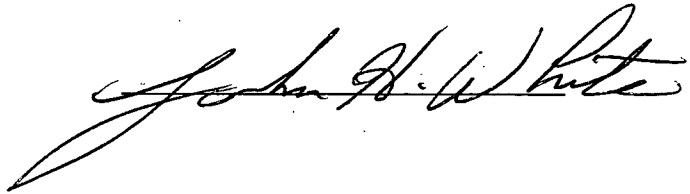
RECEIVED

JAN 02 2014

SC Court of Appeals

Certificate of Counsel

The undersigned hereby certifies that the Record on Appeal contains all material proposed to be included by any of the parties and not any other material.



Dec. 28, 2013

John H. White/ Pro se

1510 Grimball Rd. Ext.

Charleston, S.C. 29412

(843) 406-5089

RECEIVED
JAN 02 2014
SC Court of Appeals