

Exhibit
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FORM 4

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

JUDGMENT IN A CIVIL CASE

CASE NO. 2011-CP-42-0899
12

Bayview Loan Servicing, LLC

PLAINTIFF

vs.

Scott A. Schledwitz, Roxanne J. Schledwitz aka Roxanne Johnson Schledwitz, Mortgage Electronic Registration Systems, Inc. (MERS) as nominee for Taylor, Bean & Whitaker Mortgage Corp., The United States of America, by and through its agency, the Internal Revenue Service, and The South Carolina Department of Revenue

DEFENDANT(S)

Submitted by: Riley Pope & Laney, LLC Rost Office Box 11412, Columbia, SC 29211	Attorney for Plaintiff
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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 - _____
 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

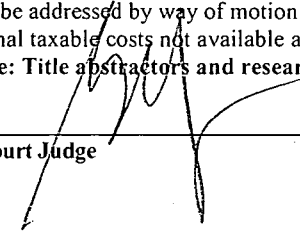
This order ends does not end the case.
 Additional Information for the Clerk : _____

INFORMATION FOR THE PUBLIC INDEX		
Complete this section below when the judgment affects title to real or personal property or if any amount should be enrolled. If there is no judgment information, indicate "N/A" in one of the boxes below.		
Judgment in Favor of (List name(s) below)	Judgment Against (List name(s) below)	Judgment Amount to be Enrolled (List amount(s) below)

If applicable, describe the property, including tax map information and address, referenced in the order
 Tax Map # 7-13-13 016.00; 423 S. Fairview Avenue Extension, Spartanburg, SC 29302

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



3065
Judge Code

11-27-2012
Date

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SCRCP Form 4C (03/2013)
For Clerk of Court Use Only

This judgment was entered on the 3 day of DEC, 2013, and a copy mailed first class or placed in the appropriate attorney's box on this 3 day of DEC, 2013 to attorneys of record or to parties (when appearing pro se) as follows:

Attorneys for Plaintiff:
Riley Pope & Laney, LLC
Post Office Box 11412
Columbia, SC 29211

Defendant(s):
Scott A. Schledwitz
13118 Sunkiss Loop
Windermere, FL, 34786
Pro Se

Roxanne J. Schledwitz aka Roxanne Johnson Schledwitz
13118 Sunkiss Loop
Windermere, FL, 34786
Pro Se

George J. Conits, Esq., Esquire
Attorney for The United States of America, by and through its agency,
the Internal Revenue Service
55 Beattie Place, Suite 700
Greenville, SC 29601
Milton G. Kimpson, Esquire
Attorney for The South Carolina Department of Revenue
300A Outlet Pointe Boulevard
Post Office Box 12265 (29211)
Columbia, SC 29201

M. Hope Blackley
CLERK OF COURT

Court Reporter: _____

ADDITIONAL INFORMATION REGARDING DECISION BY THE COURT AS REFERENCED ON PAGE 1.
This action came to trial or hearing before the court. The issues have been tried or heard and a decision rendered.

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STATE OF SOUTH CAROLINA

COUNTY OF SPARTANBURG

Bayview Loan Servicing, LLC,

Plaintiff,

vs.

Scott A. Schledwitz, Roxanne J. Schledwitz
aka Roxanne Johnson Schledwitz, Mortgage
Electronic Registration Systems, Inc.
(MERS) as nominee for Taylor, Bean &
Whitaker Mortgage Corp., The United States
of America, by and through its agency, the
Internal Revenue Service, and The South
Carolina Department of Revenue,

Defendant(s).

(File No. 4028.02911)

RILEY POPE & LANEY, LLC
Attorneys for Plaintiff

IN THE COURT OF COMMON PLEAS

C/A NO.: 2011-CP-42-0899

12

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

(Non-Jury)

(Deficiency Demanded against Scott
Schledwitz)

Scott A. Schledwitz
Pro Se

Roxanne J. Schledwitz aka Roxanne Johnson
Schledwitz
Pro Se

George J. Conits, Esq.
Attorney for The United States of America, by
and through its agency, the Internal Revenue
Service

Milton G. Kimpson
Attorney for The South Carolina Department of
Revenue

This matter came before the Court on November 19, 2013 for a hearing on the Plaintiff's
Motion for Summary Judgment. Present representing the Plaintiff was Jayme L. Shy
Columbia. The action commenced with the filing of a Lis Pendens, Summons and Complaint.
The Defendants were personally served with the Summons and Complaint, and timely filed and
served an Answer. On July 17, 2013, Plaintiff filed and served a Motion for Summary Judgment.

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supported by an Affidavit and Exhibits to the Affidavit. The case referred to the undersigned, as Master-in Equity for Spartanburg County, on October 14, 2013.

Summary Judgment is warranted only if “there is no genuine issue as to any material fact and the moving party is entitled to a judgment as a matter of law.” Rule 56(c), SCRPC. “In determining whether any triable issues of fact exist, the evidence and all inferences which can be reasonably drawn from the evidence must be viewed in the light most favorable to the non-moving party.” Bloom v. Ravoira, 339 S.C. 417, 423, 529 S.E.2d 710, 713 (2000). The moving party has the initial burden of demonstrating the absence of a genuine issue of material fact. However, once the party moving for summary judgment meets the initial burden of showing an absence of evidentiary support for the opponent’s case, the opponent must come forward with specific facts showing there is a genuine issue for trial. Gauld v. O’Shaughnessy Realty Co., 380 S.C. 548, 558-59, 671 S.E.2d 79, 85 (Ct. App. 2008). The opponent cannot merely rely upon the pleadings, but must submit some additional evidence creating a genuine issue of material fact. Id.

In support of the Motion for Summary Judgment, Plaintiff submitted an Affidavit of a business records custodian for the Plaintiff. The Affidavit and Exhibits to the Affidavit established the authenticity, admissibility and terms of the Note and Mortgage, making Plaintiff the owner and holder, that the subject loan is not eligible for HMP, the date of the breach under the terms of the Note and Mortgage, as well as the debt and interest accrued. No counter-affidavits were filed. Defendants did serve a Request for Continuance on November 11, 2013.

Based upon the uncontested evidence presented to the court, the Court makes the following findings:

FINDINGS OF FACT:

- 1) The Lis Pendens was filed on February 24, 2012.
- 2) The Summons and Complaint were filed on February 24, 2012.
- 3) Service was made upon the Defendants as shown by the proof of service filed herein.
- 4) The Defendant Mortgage Electronic Registration Systems, Inc. (MERS) nominee for Taylor, Bean & Whitaker Mortgage Corp. is in default as shown by the Default filed herein.

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5) The Defendants and all attorneys of record were notified of the time, date, and place of the hearing in this matter.

6) According to the affidavit filed herein, a good faith investigation did not determine that the defaulting property owners are in the military service and therefore entitled to protection under the Servicemembers' Civil Relief Act (SCRA) of 2003, or any amendments thereto.

7) For value received, Scott A. Schledwitz made, executed and delivered a note ("Note") dated November 23, 2005, promising thereby to pay to the order of Taylor, Bean & Whitaker Mortgage Corp. the sum of One Hundred Sixty Thousand and 00/100 (\$160,000.00) Dollars, with interest at the rate of 7.2500% per annum, with a current rate of 8.5000% per annum. Other terms and conditions are stated in the Note, which is of record herein.

8) To better secure the payment of the Note described above, Scott A. Schledwitz and Roxanne Johnson Schledwitz made, executed, and delivered to Mortgage Electronic Registration Systems, Inc. (MERS) as nominee for Taylor, Bean & Whitaker Mortgage Corp. a certain real estate mortgage ("Mortgage") in writing, dated November 23, 2005, covering real property in Spartanburg County, which is the same as that described in the Complaint. The Mortgage was filed in the Office of the Register of Mesne Conveyances/Register of Deeds for Spartanburg County on November 30, 2005, in Book 3565 at Page 239. That thereafter, the Mortgage was assigned unto Plaintiff, which assignment is dated March 12, 2012 and recorded March 26, 2012 in Book 4563 at Page 517.

9) The Mortgage evidences and secures the repayment of money advanced by the mortgagee to, or on behalf of, the mortgagors and constitutes a purchase money first mortgage lien on the mortgaged premises.

10) The Plaintiff is the real party in interest pursuant to SCRCP 17(a) and is entitled to enforce the terms of the subject Note and Mortgage.

11) The titleholders of record of the subject property as of the filing of the Pleadings in this action are Scott A. Schledwitz and Roxanne Johnson Schledwitz, who are the original mortgagors.

12) Any notice required by the terms of the Notes and/or Mortgages or by any federal statutes has been given to the applicable Defendants prior to the commencement of this action.

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[Signature]

13) The loan evidenced by the Note and Mortgage is serviced by a servicer participating in the Home Affordable Modification Program (HAMP). It is not owned, securitized or guaranteed by Fannie Mae or Freddie Mac. Based on the allegations in the Complaint that the subject loan is not eligible for HAMP modification, the Court finds that there are no HAMP issues to be resolved before foreclosure is ordered or the sale is commenced.

14) As stated in the Certification of Exemption from Administrative Order 2011-05-02-01 filed herein, the real property which is the subject of this action is not an "owner occupied dwelling" as defined in the Order.

15) The Note payments which became due on December 1, 2008, and subsequent months, have not been made as provided for therein, and the Plaintiff, as the holder thereof, has elected to require immediate payment of the entire amount due thereon and has placed the Note and Mortgage in the hands of its attorney for collection by foreclosure.

16) In 2009, Scott A. Schledwitz and Roxanne Johnson Schledwitz filed for Bankruptcy and an Adversary in the United States Bankruptcy Court, District of South Carolina.

17) The Schledwitz's Adversary, Case No. 09-AP-80164, was dismissed because Taylor, Bean & Whitaker Mortgage Corp. had a pending Chapter 11 Bankruptcy case in Florida, Case No. 09-BK-07047.

18) The Schledwitz's Bankruptcy, Case No. 09-Bk-00666, was dismissed on May 26, 2011 for failure by Scott A. Schledwitz and Roxanne Johnson Schledwitz to make timely payments.

19) In the Taylor, Bean & Whitaker Mortgage Corp. Chapter 11 Bankruptcy case in Florida, Case No. 09-BK-07047, via Order dated August 31, 2009, the portfolio containing the subject loan was transferred to Bayview Loan Servicing, LLC.

20) Therefore, the Court finds that the foreclosure case may proceed.

21) The sum of \$3,119.00 is a reasonable fee to allow as attorney's fees for Plaintiff's attorney for services performed and anticipated to be performed until final adjudication of action, under the terms of the Note and Mortgage. The inclusion of services anticipated to be performed until final adjudication contemplates completion of this matter within a reasonable time and does not include exceptional circumstances delaying conclusion beyond the normal time.

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

(a) Principal amount due as of December 1, 2008	\$155,759.84
(b) Interest from November 1, 2008 to December 1, 2012 at a current rate of 9.5000%	\$59,318.51
Interest from December 2, 2012 to May 31, 2013 at a current rate of 8.5000%	\$6,604.69
Interest from May 31, 2013 to November 19, 2013 at a <i>per diem</i> interest rate of \$36.27	\$6,238.44
(c) Advances	
Escrow Advance	\$16,178.20
Suspense	-\$472.58
Recoverable Balance	\$2,859.50
(e) Costs of collection prior to hearing (service of process, filing fees, etc.)	\$1,521.00
(f) Attorneys Fee	\$3,119.00
Total debt secured by Note and Mortgage, including interest to date shown	\$251,126.60

Interest for the period from the date shown in (b) above through the date of this judgment at 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 8.5000% 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.

23) The per diem interest due from November 19, 2013 is \$36.27.

24) The Plaintiff is seeking foreclosure of the mortgage and has demanded the right to a personal or deficiency judgment against Scott Schledwitz pursuant to Rule 71(b) SCRCF. However, Plaintiff reserves the right to waive the deficiency at the time of the sale.

25) Pursuant to 28 U.S.C. §2410(c), the defendant, the United States of America, has a right of redemption on proper application to redeem the within property for 120 days from the date of sale of the subject property.

26) The following Defendants claims or may claim a lien upon or interest in subject property or are otherwise involved in this matter. In the event there is a surplus from sale of the subject property, the validity, priority and amount of such liens will be determined at

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a hearing subsequent to the sale, in accordance with Rule 71(c), SCRPC. The Clerk of Court/Register of Deeds is hereby ordered to release said liens in so much as it pertains to the property which is the subject of this action:

The United States of America, by and through its agency, the Internal Revenue Service, by virtue of any liens of record, including, but not limited to, a Notice of Federal Tax Lien against Scott A. Schledwitz and Roxanne J. Schledwitz, Identifying No. 161481704, for delinquent taxes in the amount of \$63,213.62, said lien being dated March 9, 2004 and recorded on April 7, 2004 in Federal Tax Lien Book 8 at Page 253. Any such interest in or lien upon the said property is junior and subordinate to Plaintiff's purchase money mortgage.

Mortgage Electronic Registration Systems, Inc. (MERS) as nominee for Taylor, Bean & Whitaker Mortgage Corp. by virtue of a mortgage given by Scott A. Schledwitz and Roxanne Johnson Schledwitz to Mortgage Electronic Registration Systems, Inc. (MERS) as nominee for Taylor, Bean & Whitaker Mortgage Corp. in the original principal amount of \$40,000.00, dated November 23, 2005, and recorded on November 30, 2005 in Book 3565 at Page 255. Any such interest in or lien upon the property is junior and subordinate to Plaintiff's mortgage.

The South Carolina Department of Revenue by virtue of any liens of record, including, but not limited to, a Tax Lien or Warrant for Distraint against Scott A. Schledwitz and Roxanne J. Schledwitz, bearing Tax Lien/Warrant No. 3-51272528-3 and File/Identifying No. 75072111, in the amount of \$2,177.69, dated June 17, 2011, and recorded on July 1, 2011 in State Tax Lien Book S-73 at Page 901. Any such interest in or lien upon the said property is junior and subordinate to Plaintiff's mortgage.

The South Carolina Department of Revenue by virtue of any liens of record, including, but not limited to, a Tax Lien or Warrant for Distraint against Scott A. Schledwitz and Roxanne J. Schledwitz, bearing Tax Lien/Warrant No. 3-51272529-0 and File/Identifying No. 77049643, in the amount of \$480.45, dated June 17, 2011, and recorded on July 1, 2011 in State Tax Lien Book S-73 at Page 902. Any such interest in or lien upon the said property is junior and subordinate to Plaintiff's mortgage.

CONCLUSIONS OF LAW

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED:

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1) The Plaintiff's Mortgage should be declared a purchase money first mortgage lien and Plaintiff should have judgment of foreclosure of the mortgage and the mortgaged property should be ordered sold at public auction after due advertisement.

2) The Court finds that there are no HAMP issues to be resolved before foreclosure is ordered or the sale is commenced.

3) The Court also finds the real property is not an "owner occupied dwelling" as defined in the May 2, 2011 Administrative Order, and is therefore exempt from said Order.

4) The Defendants named herein, and all persons whosoever claiming under Defendants, are forever barred and foreclosed of all right, title, interest, equity of redemption or lien in the said mortgaged premises so sold, or any part thereof.

5) Pursuant to Rule 53, SCRCP, this Order shall constitute a final judgment.

6) There is due to the Plaintiff on the Note and Mortgage set forth in the Complaint the sum of \$251,126.60, as set out in the Findings of Fact *supra*.

7) The amount due in the preceding paragraph (the "Total Debt" as set out in the Findings of Fact *supra*, and later accrued interest on the principal), shall constitute the total judgment debt due Plaintiff and shall bear interest hereafter at the rate of 8.5000% per annum. The amount of the judgment shall be subject to increase to permit the Plaintiff to recover additional costs, commissions and expenses not included in the judgment figures set forth herein. It may also increase to include supplemental compensation for attorney's services not contemplated by the initial fee awarded. Jurisdiction over the fee award and total debt is reserved to facilitate the assessment and payment of any such costs and/or supplemental compensation. Such additional costs, commissions and expenses may be established by statement and shall be adjudicated by the Court without further finding.

8) The Defendants liable for the aforesaid judgment debt including interest at the rate of 8.5000% per annum shall on or before the date of sale of the property hereinafter described, pay to the Plaintiff, or Plaintiff's attorney the amount of Plaintiff's debt as aforesaid, together with the costs and disbursements of this action.

9) 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, at public auction, at 11:00 a.m. at the County Courthouse in Spartanburg, South Carolina, on the most convenient sales day hereafter (and should the regular day of judicial sales fall on a legal

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holiday, then and in such event, the sales day shall be on some other day appointed by the Court), on the following terms, that is to say:

10) For cash: The Master in Equity, will require, at the time of the bid, a deposit of 5% of the amount of the bid (in cash or equivalent) same to be applied to purchase price if compliance is made, but in the event of non-compliance, the deposit may be forfeited without further hearing and applied first to the costs of the action and then to plaintiff's debt. Should the successful bidder at the regularly conducted sale fail or refuse to make the required deposit at time of bid or comply with the other terms of the bid within twenty (20) days, then the property may be re-sold on the same terms and conditions on some subsequent Sales Day, but at the risk of the defaulting bidders.

11) Interest on the balance of the bid shall be paid through the day of compliance at the rate of 8.5000%.

12) Purchaser shall pay for any statutory commission on sale from the proceeds of sale, deed preparation, costs of recording the deed, and deed stamps.

13) A personal or deficiency judgment having been demanded, the sale will remain open for thirty (30) days pursuant to S.C. Code Ann. §15-39-720, (1976), unless demand for deficiency judgment is waived in writing prior to the sale.

14) The sale shall also be subject to the Right of Redemption by the Defendant United States of America, pursuant to 28 U.S.C. §2410(c), for a period of 120 days from the date of sale of the subject property.

15) The Master in Equity, will, by advertisement according to law, give notice of the time and place of such sale and the terms thereof and will execute to the purchaser, or purchasers, a deed to the premises sold. The Plaintiff, or any other party to this action, may become a purchaser at such sale, and if, upon such sale being made, the purchaser, or purchasers, should fail to comply with the terms thereof within twenty (20) days after the conclusion of the bidding, 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 full compliance shall be secured.

16) In the event an agent of the Plaintiff does not appear at the time of sale, the property shall be withdrawn from sale and sold at the next available sales day upon the terms and

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conditions as set forth in this Judgment of Foreclosure and Sale or such terms as may be set forth in a supplemental order.

17) If Plaintiff is the successful bidder at the sale, for a sum not exceeding the amount of costs, expenses and the indebtedness of Plaintiff in full, Plaintiff may pay to the Master in Equity, only the amount of the costs and expenses crediting the balance of the bid on Plaintiff's indebtedness.

18) The Master in Equity will apply the proceeds of the sale as follows:

FIRST: To the payment of the amount of the costs and expenses of this action, including any Guardian Ad Litem fee or fees of attorneys appointed under Order of Court;

NEXT: To the payment to the Plaintiff or Plaintiff's attorney of the amount of Plaintiff's debt and interest (including attorney fees) or so much thereof as the purchase money will pay on the same;

NEXT: If the proceeds of sale be insufficient to pay the amounts hereinbefore authorized to be paid out of said proceeds, with the costs and expenses, the Plaintiff's debt and interest, the parties hereto entitled to such deficiency have judgment therefore against Scott Schledwitz, pursuant to S.C. Code Ann. §29-3-660 (1976), and such judgment will be entered without further notice or hearing.

NEXT: Any surplus should be held pending further Order of this court.

19) In the event the successful bidder is other than the Defendants in possession of the subject property, upon full compliance and title by deed from the Court vested into such purchaser, and upon issuance of a Writ of Assistance by the Court, the Sheriff of Spartanburg 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 purchaser or his assigns in full, quiet, and peaceable possession of said premises without delay, and to keep said successful bidder or his assigns in such peaceable possession. All valid tenant rights shall be protected pursuant to the Protecting Tenants at Foreclosure Act of 2009.

20) In the event the successful purchaser is someone other than the Defendants in possession of the subject property, and the occupants have voluntarily vacated the property or have been ejected from the property leaving furnishings, fixtures and items not subject to Plaintiff's Mortgage is said property, and title by deed from the Court is vested into such purchaser, Purchaser is authorized to remove from the property all furnishings, fixtures and items

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subject to the lien of Plaintiff's Mortgage. The personal property, being deemed abandoned, shall be removed by the Purchaser or its agents from the subject property by placing said property on the public street or highway or by any other means.

21) In accordance with S.C. Code Ann. §30-9-31, the deed of conveyance made pursuant to said sale shall be indexed by the R.M. C. in the name of the owner of record of subject property immediately prior to execution of the deed, as well as in the name of the Master in Equity, who executes such deed as grantor.

22) The undersigned will retain jurisdiction to do all necessary acts incident to this foreclosure including, but not limited to, the issuance of a Writ of Assistance.

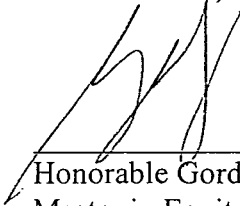
23) The following is a description of the premises herein ordered to be sold:

All that certain piece, parcel or lot of land, situate, lying and being in the State of South Carolina, County of Spartanburg, being shown and designated as Lot No. 25, containing 0.21 acres, more or less and fronting on S. Fairview Avenue Ext., as shown on survey prepared for Phyllis P. McElhaney, dated October 9, 1991 and recorded in Plat Book 114, Page 364, RMC Office for Spartanburg County, SC. For a more complete and particular description, reference is hereby made to the above referred to plat and record thereof.

This being the same property conveyed to Scott A. Schledwitz and Roxanne Johnson Schledwitz by Deed of C. Blease Graham, III, dated November 23, 2005 and recorded November 30, 2005 in Deed Book 84M at Page 962 in the ROD Office for Spartanburg County, South Carolina.

TMS No. 7-13-13 016.00

Property Address: 423 S. Fairview Avenue Extension, Spartanburg, SC 29302



Honorable Gordon G. Cooper
Master in Equity Spartanburg County

November 27, 2013
Spartanburg, South Carolina

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NOTICE OF SALE

2011-CP-42-0899

BY VIRTUE of a decree heretofore granted in the case of: Bayview Loan Servicing, LLC against Scott A. Schledwitz, Roxanne J. Schledwitz aka Roxanne Johnson Schledwitz, Mortgage Electronic Registration Systems, Inc. (MERS) as nominee for Taylor, Bean & Whitaker Mortgage Corp., The United States of America, by and through its agency, the Internal Revenue Service, and The South Carolina Department of Revenue, I, the undersigned Master in Equity for Spartanburg County, will sell on January 6, 2014, at 11:00 a.m. at Spartanburg County courthouse, 180 Magnolia Street in Spartanburg, South Carolina, to the highest bidder, the following described property, to-wit:

All that certain piece, parcel or lot of land, situate, lying and being in the State of South Carolina, County of Spartanburg, being shown and designated as Lot No. 25, containing 0.21 acres, more or less and fronting on S. Fairview Avenue Ext., as shown on survey prepared for Phyllis P. McElhaney, dated October 9, 1991 and recorded in Plat Book 114, Page 364, RMC Office for Spartanburg County, SC. For a more complete and particular description, reference is hereby made to the above referred to plat and record thereof.

This being the same property conveyed to Scott A. Schledwitz and Roxanne Johnson Schledwitz by Deed of C. Blease Graham, III, dated November 23, 2005 and recorded November 30, 2005 in Deed Book 84M at Page 962 in the ROD Office for Spartanburg County, South Carolina.

TMS No. 7-13-13 016.00

Property Address: 423 S. Fairview Avenue Extension, Spartanburg, SC 29302

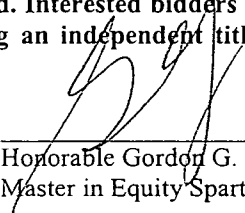
TERMS OF SALE: The successful bidder, other than the plaintiff, will deposit with the Master in Equity, at conclusion of the bidding, five per cent (5%) of said bid, in cash or equivalent, as evidence of good faith, same to be applied to purchase price in case of compliance, but to be forfeited and applied first to costs and then to plaintiff's debt in the case of noncompliance. Should the successful bidder fail or refuse to make the required deposit at time of bid or comply with the other terms of the bid within twenty (20) days, then the Master in Equity may resell the property on the same terms and conditions (at the risk of the said defaulting bidder): Should the Plaintiff, or one of its representatives, fail to be present at the time of sale, the property is automatically withdrawn from said sale and sold at the next available sales day upon the terms and conditions as set forth in the Judgment of Foreclosure and Sale or any Supplemental Order. The successful bidder will be required to pay for documentary stamps on the Deed and interest on the amount of the bid from the date of sale to the date of compliance with the bid at the rate of 9.5000%.

THIS SALE IS SUBJECT TO ASSESSMENTS, COUNTY TAXES, EXISTING EASEMENTS, EASEMENTS AND RESTRICTIONS OF RECORD, AND OTHER SENIOR ENCUMBRANCES.

The Sale is made subject to the Right of Redemption of the United States of America, pursuant to Section 2410(c), U.S. Code, for a period of 120 days from date of sale.

Since a deficiency judgment is being demanded, the bidding will remain open for thirty (30) days after the date of sale, pursuant to S.C. Code ANN. Section 15-39-720, (1976). The deficiency judgment may be waived by the Plaintiff upon written request prior to sale.

NOTICE: The foreclosure deed is not a warranty deed. Interested bidders should satisfy themselves as to the quality of title to be conveyed by obtaining an independent title search well before the foreclosure sale date.


Honorable Gordon G. Cooper
Master in Equity Spartanburg County

Spartanburg, South Carolina
November 19, 2013

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RILEY POPE & LANEY, LLC
Attorneys for Plaintiff

FILED
CLERK OF COURT
SPARTANBURG COUNTY
DEC - 3 AM 10:39
RILEY POPE & LANEY

DEC 09 2013

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