

STATE OF SOUTH CAROLINA

COUNTY OF RICHLAND

HSBC Mortgage Services Inc.,

Plaintiff,

v.

Alice Lucas a/k/a Alice Marie Felder-Lucas;
Dwight Lucas; Mortgage Electronic Registration
Systems, Inc. (MIN #100176105012597608);
Mortgage Electronic Registration Systems, Inc.
(MIN #1002033-0000024059-5); Windsor Lake
Park Homeowners Association, Inc.;

Defendant(s).

IN THE COURT OF COMMON PLEAS

DOCKET NO.

SUMMONS AND NOTICE
(NON-JURY)
FORECLOSURE OF REAL ESTATE
MORTGAGE
Deficiency Judgment Waiver

JEANETTE W. McBRIDE
S.C. & G.S.

2010 FEB - 1 AM 8:23

RICHLAND COUNTY
FILED

(010062-02044)

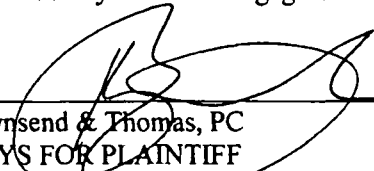
TO THE DEFENDANT(S) ABOVE NAMED:

YOU ARE HEREBY SUMMONED and required to appear and defend by answering the Complaint in this action, of which a copy is herewith served upon you, and to serve a copy of your Answer on the subscribers at their offices, 220 Executive Center Drive, Suite 109, Post Office Box 100200, Columbia, South Carolina 29202, within thirty (30) days after the service hereof, exclusive of the day of such service, except that the United States of America, if named, shall have sixty (60) days to answer after the service hereof, exclusive of the day of such service; and if you fail to do so, judgment by default will be rendered against you for the relief demanded in the Complaint.

YOU WILL ALSO TAKE NOTICE that Plaintiff will move for an order of reference or that the Court may issue a general order of reference of this action to a master in equity/special referee, pursuant to Rule 53, of the South Carolina Rules of Civil Procedure.

TO MINOR(S) OVER FOURTEEN YEARS OF AGE, AND/OR TO MINOR(S) UNDER FOURTEEN YEARS OF AGE AND THE PERSON WITH WHOM THE MINOR(S) RESIDES, AND/OR TO PERSONS UNDER SOME LEGAL DISABILITY:

YOU ARE FURTHER SUMMONED AND NOTIFIED to apply for the appointment of a guardian ad litem within thirty (30) days after the service of this Summons and Notice upon you. If you fail to do so, application for such appointment will be made by HSBC Mortgage Services Inc..



Rogers Townsend & Thomas, PC
ATTORNEYS FOR PLAINTIFF

Samuel C. Waters (SC Bar #5958) Cheryl H. Fisher (SC Bar #15213)
Reginald P. Corley (SC Bar #69453) Jennifer W. Rubin (SC Bar #16727)
Ellie C. Floyd (SC Bar # 68635) Michael P. Morris (SC Bar #73560)
Eve Moredock Stacey (SC Bar # 5300) Mary R. Powers (SC Bar #16534)
Robert P. Davis (SC Bar # 74030) William S. Koehler (SC Bar# 74935)
Kevin T. Hardy (SC Bar #76015) Benjamin J. Powell (SC Bar #77205)
John P. Fetner (SC Bar # 77460) Kelsey K. Brockbank (SC Bar # 77519) ✓
220 Executive Center Drive, Suite 109 Post Office Box 100200 (29202)
Columbia, SC 29210 (803) 744-4444

Columbia, South Carolina
January 29, 2010

STATE OF SOUTH CAROLINA

COUNTY OF RICHLAND

HSBC Mortgage Services Inc.,

Plaintiff,

v.

Alice Lucas a/k/a Alice Marie Felder-Lucas;
Dwight Lucas; Mortgage Electronic Registration
Systems, Inc. (MIN #100176105012597608);
Mortgage Electronic Registration Systems, Inc.
(MIN #1002033-0000024059-5); Windsor Lake
Park Homeowners Association, Inc.;

Defendant(s).

(010062-02044)

IN THE COURT OF COMMON PLEAS

DOCKET NO.

COMPLAINT

(NON-JURY)

FORECLOSURE OF REAL ESTATE
MORTGAGE
Deficiency Judgment Waiver

2010 FEB -1 AM 8:23
JEANE STEWART
C.P. & G.S.
M. MCBRIDE

RICHLAND COUNTY
FILED

Plaintiff alleges:

1. This is an action for the foreclosure of a mortgage upon certain real estate in Richland County, South Carolina.
2. Pursuant to S.C. Code Section 33-15-101, Plaintiff is a corporation or other legal entity doing business in the State of South Carolina.
3. Plaintiff is the owner and holder of the Note and Mortgage described hereafter and the subject of this action.
4. The Subject note and mortgage are not owned, securitized, or guaranteed by Fannie Mae or Freddie Mac; and, the current loan servicer is not currently participating in the Home Affordable Modification Program ("HMP").
5. Some lien on or interest in the real estate, the subject of this action, may be claimed by the Defendant(s) herein.
6. The Defendant(s) herein described as judgment creditors have by filing said judgments designated their attorney entering the judgment as their agent for service of process under the provisions of South Carolina Code Section 15-35-840.

7. Heretofore, on or about February 8, 2005, Dwight Lucas and Alice Lucas made, executed and delivered a certain Adjustable Rate Note ("Note") in the principal sum of \$151,200.00, payable in monthly installments.

8. In order to secure the payment of the Note according to the terms and conditions thereof, Dwight Lucas and Alice Marie Felder-Lucas a/k/a Alice Lucas made, executed and delivered unto Mortgage Electronic Registration Systems, Inc. acting solely as nominee for Accredited Home Lenders Inc., (MIN #100176105012597590) a certain real estate mortgage ("Mortgage") covering the following described property and any and all improvements to the property, including but not limited to a mobile/manufactured home:

All that certain piece, parcel or lot of land, together with improvements thereon, (known as 7916 Bay Springs Road), situate, lying and being in the County of Richland, State of South Carolina, being shown and delineated as Lot Three (3) and Lot 3 (A), Block "N" on a Plat of Windsor Lake Park by William Wingfield, dated April 16, 1966, revised August 11, 1971 and recorded in the Office of the Register of Deeds for Richland County in Plat Book X at Pages 1601 and 1601A; Reference is also being made to a Plat prepared for Wesley H. Davis and Richard J. Noble by William Wingfield, dated December 17, 1968 and recorded in Plat Book 34 at Page 548, and said property being further shown on a Plat prepared for Dwight Lucas by Cox & Dinkins, Inc., dated April 2, 2002. All measurements a little more or less.

This being the identical property conveyed to Dwight Lucas by deed of David K. Foppe, as Trustee Under Trust Agreement dated October 26, 1998, said deed dated April 4, 2002 and recorded April 5, 2002 in Deed Book R647 at Page 1645; subsequently Dwight Lucas conveyed the subject property to Alice Marie Felder-Lucas and Dwight Lucas by deed dated April 24, 2003 and recorded May 30, 2003 in Deed Book R800 at Page 2863; subsequently Dwight Lucas conveyed his interest in the subject property to Alice Lucas by deed dated December 16, 2004 and recorded December 30, 2004 in Deed Book R1010 at Page 3379; subsequently Alice Lucas a/k/a Alice Marie Felder-Lucas conveyed a one-half interest in the subject property to Dwight Lucas by deed dated February 2, 2005 and recorded February 25, 2005 in Deed Book R1027 at Page 2138.

Property Address: 7916 Bay Springs Rd
Columbia, SC 29223

TMS# R17013-02-06

9. The Mortgage was signed, witnessed and probated February 8, 2005; thereafter the Mortgage was recorded in the Office of the RMC/ROD for Richland County on February 25, 2005, in Mortgage Book R1027 at Page 2142.

10. The Mortgage evidences and secures the repayment of money advanced by Plaintiff or its predecessor in interest to, or on behalf of, the mortgagor(s) and constitutes a first lien on the mortgaged premises.

11. Any notice required by the terms of the Mortgage or by state or federal law has been given to the applicable Defendant(s) prior to the commencement of this action.

12. After all payments received by the Plaintiff have been credited to the subject loan, the loan is in default and due for March 1, 2009, and the conditions of the Note and Mortgage have been broken. Plaintiff elects to and does declare the entire balance of said indebtedness due and payable, and that there is due on the Note and Mortgage as of March 1, 2009, the principal sum of \$146,854.15, with interest from February 1, 2009, advances, late charges, and also for the costs and disbursements of this action, including attorney's fees.

13. Plaintiff's right to a personal or deficiency judgment pursuant to South Carolina Code Sections 29-3-650 and 29-3-660 is expressly waived.

14. Pursuant to the terms of the Mortgage, Plaintiff has employed counsel to prosecute this action and a reasonable value of services of counsel in this action is the sum as the Court may find appropriate.

15. Plaintiff may be forced to pay sums for taxes and insurance and costs for securing the property, which sums, according to the terms of the Mortgage, should be added to the amount of the debt.

16. Pursuant to the terms of the Mortgage and applicable state law, Plaintiff requests the mortgage be foreclosed and that the property be sold at public auction in accordance with law, subject to any liens for taxes, special assessments of record against such property, and existing easements or restrictions of record.

17. The hereinafter named Defendant(s) may have some interest in or lien upon the premises covered by the Mortgage set forth above, or some part thereof, but that such interests or liens are junior and subsequent to the lien of Plaintiff's Mortgage or, if specified below, have been paid in full and either should be satisfied of record or the lien released from the subject real estate. Said liens or interests are of record in the Office of the RMC or Clerk of Court of the aforesaid county and are described as follows:

A. Mortgage Electronic Registration Systems, Inc. (MIN #100176105012597608), by virtue of a mortgage given by Dwight Lucas and Alice Lucas a/k/a Alice Marie Felder-Lucas in the amount of \$42,000.00, dated February 8, 2005, and recorded February 25, 2005 in Book R1027 at Page 2161

B. Mortgage Electronic Registration Systems, Inc. (MIN #1002033-0000024059-5), by virtue of a mortgage given by Dwight and Alice Lucas in the amount of \$146,450.00, dated September 23, 2003, and recorded June 30, 2004 in Book R951 at Page 3090. The Plaintiff is informed and believes that this mortgage has been paid in full and either should be satisfied of record or the lien of the mortgage released from the subject real estate.

C. Windsor Lake Park Homeowners Association, Inc. by virtue of any lien enforceable assessments claimed as provided for in the Declaration of Covenants, Conditions, and Restrictions recorded herein, and any amendments thereto.

WHEREFORE, having fully set forth its Complaint, Plaintiff prays that this Honorable Court inquire into the matters as set forth herein and:

(1) Under the direction of this Court, ascertain and determine the amount due upon the Note and Mortgage held by Plaintiff together with attorney's fees and costs of this action.

(2) Determine that the mortgage held by Mortgage Electronic Registration Systems, Inc. (MIN #1002033-0000024059-5) recorded June 30, 2004 in Book R951 at Page 3090 has been paid in full, and direct the Clerk of Court/Register of Deeds for Richland County to release the lien of the mortgage from the subject property.

(3) Declare Plaintiff's Mortgage a first lien and render judgment of foreclosure for the amount so found to be due and owing thereon, together with any ad valorem taxes, or insurance premiums, and any other expenses which may be due and have been advanced by Plaintiff, with reasonable attorney's fees, and for the costs of this action.

(4) Order the reimbursement of all costs for inspecting and securing the property incurred by the Plaintiff as a result of the delinquency.

(5) Appoint a Receiver to collect the rents, issues, profits or designated sums from the mortgagor(s), and/or the grantee(s) of the mortgagor(s), and/or tenant(s) occupying or exercising control over the mortgaged premises and hold the same subject to the further order of this Court.

(6) Under the direction of this Court, sell the mortgaged premises, bar any equity of redemption, and apply the proceeds of sale as follows:

First, to the costs and expenses of the within action and sale;

Second, to the payment and discharge of the amount due on Plaintiff's Note and Mortgage, together with attorney's fees as aforesaid; and

Third, to the distribution of any surplus pursuant to Rule 71, of the South Carolina Rules of Civil Procedure;

(7) Issue an order directing the Sheriff of Richland County, South Carolina, to place the successful purchaser at said foreclosure sale in possession of the property should the same become necessary;

(8)

Order such other and further relief as may be just and proper.

Rogers Townsend & Thomas, PC
ATTORNEYS FOR PLAINTIFF

Samuel C. Waters (SC Bar # 6958) Cheryl H. Fisher (SC Bar # 15213)
Reginald P. Corley (SC Bar # 69453) Jennifer W. Rubin (SC Bar # 16727)
Ellie C. Floyd (SC Bar # 68635) Michael P. Morris (SC Bar # 73560)
Eve Moredock Stacey (SC Bar # 5300) Mary R. Powers (SC Bar # 16534)
Robert P. Davis (SC Bar # 74030) William S. Koehler (SC Bar # 74935)
Kevin T. Hardy (SC Bar # 76015) Benjamin J. Powell (SC Bar # 77205)
John P. Fetner (SC Bar # 77460) Kelsey K. Brockbank (SC Bar # 77519) ✓
220 Executive Center Drive, Suite 109 Post Office Box 100200 (29202)
Columbia, SC 29210 (803) 744-4444

Columbia, South Carolina
January 29, 2010

CERTIFIED TRUE COPY
OF ORIGINAL FILED
Jessette W. M. [Signature]
C.C.C.P.&G.S.
RICHLAND COUNTY
SOUTH CAROLINA

**NOTICE REQUIRED BY THE FAIR DEBT
COLLECTION PRACTICES ACT
15 U.S.C. Section 1692g, As Amended**

1. The amount of the debt as of March 1, 2009, is the principal sum of \$146,854.15, with interest from February 1, 2009, advances, late charges, and the costs and disbursements of this action, including attorney's fees.
2. HSBC Mortgage Services Inc. is the Creditor to whom the debt is owed.
3. The debt described in this notice will be assumed to be valid by the Creditor's law firm unless you, the Debtor, within thirty (30) days after the receipt of this notice, dispute, in writing, the validity of the debt or some portion thereof.
4. If you, the Debtor, notify the Creditor's law firm in writing within thirty (30) days of the receipt of this notice that the debt or any portion thereof is disputed, the Creditor's law firm will obtain a verification of the debt, and a copy of the verification will be mailed to the Debtor by the Creditor's law firm.
5. If the Creditor named in this notice is not the original Creditor, and if you make a request to the Creditor's law firm within the thirty (30) days from the receipt of this notice, the name and address of the original Creditor will be mailed to you by the Creditor's law firm.
6. Written requests should be addressed to Rogers Townsend and Thomas, PC, Post Office Box 100200, Columbia, South Carolina 29202-3200.
7. This notice should not be construed as a thirty (30) grace period. Creditor may pursue collection efforts immediately and not wait thirty (30) days.

THIS IS AN ATTEMPT TO COLLECT A DEBT, AND ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE.

Richland County Common Pleas

Clerk : Jeanette W. McBride
Richland County Judicial Center
Columbia, SC 29201
(803) 576-1999

DUPLICATE

Received From: Waters, Samuel C
Rogers Townsend & Thomas, P C
Columbia, SC 29202-3200

Date : 2/1/2010
RECEIPT #: 97404
Clerk: COCMETTS

Paying for: Hsbc Mortgage Services Inc,

Transaction Type: Payment

Payment Type: Check \$150.00

Reference #: 96612

Total Paid \$150.00

Comment:

| <u>Case #</u> | <u>Caption</u> | <u>Previous Balance</u> | <u>Amount Paid</u> | <u>Balance Due</u> | <u>S/T</u> |
|---------------|---|-------------------------|--------------------|--------------------|------------|
| 2010CP4000657 | Hsbc Mortgage Services Inc vs Alice Lucas | \$150.00 | \$150.00 | \$0.00 | 420 |

Total Cases: 1 \$150.00 \$150.00 \$0.00

STATE OF SOUTH CAROLINA

COUNTY OF RICHLAND

HSBC Mortgage Services Inc.,

Plaintiff(s)

vs.

IN THE COURT OF COMMON PLEAS

CIVIL ACTION COVERSHEET

2010CP4000657

Alice Lucas a/k/a Alice Marie Felder-Lucas; Dwight Lucas; Mortgage Electronic Registration Systems, Inc. (MIN #100176105012597608); Mortgage Electronic Registration Systems, Inc. (MIN #1002033-0000024059-5); Windsor Lake Park Homeowners Association, Inc.;

Defendant(s)

Submitted By: Samuel C. Waters (SC Bar #5958), Cheryl H. Fisher (SC Bar #15213), Reginald P. Corley (SC Bar #69453), Jennifer W. Rubin (SC Bar #16727), Ellie C. Floyd (SC Bar # 68635), Michael P. Morris (SC Bar #73560), Eve Moredock Stacey (SC Bar # 5300), Mary R. Powers (SC Bar# 16534), Robert P. Davis (SC Bar# 74030), William S. Koehler (SC Bar# 74935), Kevin T. Hardy (SC Bar #76045), Benjamin J. Powell (SC Bar #77205), John P. Fetner (SC Bar # 77460), Kelsey K. Brockbank (SC Bar # 77519)

Rogers Townsend & Thomas, PC
220 Executive Center Drive, Suite 109
Post Office Box 100200
Columbia, SC 29202
(803) 744-4444
(803) 343-7013 - Fax
info@rtt-law.com

Attorneys for the Plaintiff
010062-02044

NOTE: The cover sheet and information contained herein neither replaces nor supplements the filing and service of pleadings on the paper as required by law. This form is required for the use of the Clerk of Court for the purpose of docketing. It must be filled out completely, signed and dated. A copy of this cover sheet must be served on the defendant(s) along with the Summons and Complaint.

DOCKETING INFORMATION (Check all that apply)

*If Action is Judgment/Settlement do not complete

- JURY TRIAL demanded in complaint.
This case is subject to ARBITRATION pursuant to the Court Annexed Alternative Dispute Resolution Rules.
This case is subject to MEDIATION pursuant to the Court Annexed Alternative Dispute Resolution Rules.
This case is exempt from ADR. (Proof of ADR/Exemption Attached)

NATURE OF ACTION (Check One Box Below)

- Contracts: Constructions (100), Debt Collection (110), Employment (120), General (130), Breach of Contract (140), Other (199)
Torts - Professional: Dental Malpractice (200), Legal Malpractice (210), Medical Malpractice (220), Previous Notice of Intent Case # 20 - CP- - - - -, Notice/File Med Mal (230), Other (299)
Torts - Personal Injury: Assault/Slander/Libel (300), Conversion (310), Motor Vehicle Accident (320), Premises Liability (330), Products Liability (340), Personal Injury (350), Wrongful Death (360), Other (399)
Real Property: Claim & Delivery (400), Condemnation (410), Foreclosure (420), Mechanic's Lien (430), Partition (440), Possession (450), Building Code Violation (460), Other (499)
Inmate Petitions: PCR (500), Mandamus (520), Habeas Corpus (530), Other (599)
Judgments/Settlements: Death Settlement (700), Foreign Judgment (710), Magistrate's Judgment (720), Minor Settlement (730), Transcript Judgment (740), Lis Pendens (750), Transfer of Structured Settlement Payment Rights Application (760), Other (799)
Administrative Law/Relief: Reinstate Driver's License (800), Judicial Review (810), Relief (820), Permanent Injunction (830), Forfeiture Petition (840), Forfeiture-Consent Order (850), Other (899)
Appeals: Arbitration (900), Magistrate-Civil (910), Magistrate-Criminal (920), Municipal (930), Probate Court (940), SCDOT (950), Worker's Comp (960), Zoning Board (970), Public Service Commission (990), Employment Security Comm (991), Other (999)
Special/Complex /Other: Environmental (600), Automobile Arb. (610), Medical (620), Other(699), Pharmaceuticals (630), Unfair Trade Practices (640), Out-of-State Deposition (650), Motion to Quash Subpoena in An Out-of-County Action (660), Sexual Predator (510)

JEANE E. W. McBRIDE
2010 FEB 11 AM 8:23
FILED
RICHLAND COUNTY

Submitting Party Signature:

Date:

1/29/2010

Note: Frivolous civil proceedings may be subject to sanctions pursuant to SCRCP, Rule 11, and the South Carolina Frivolous Civil Proceedings Sanctions Act, S.C. Code Ann. §15-36-10 et. seq.

FLORIDA MANDATED ADR COUNTIES OF

Allendale, Anderson, Beaufort, Colleton, Florence, Greenville,
Hampton, Horry, Jasper, Lexington, Pickens (Family Court Only), Richland, Union and York

SUPREME COURT RULES REQUIRE THE SUBMISSION OF ALL CIVIL CASES TO AN ALTERNATIVE DISPUTE RESOLUTION PROCESS, UNLESS OTHERWISE EXEMPT.

You are required to take the following action(s):

1. The parties shall select a neutral and file a "Proof of ADR" form or by the 210th day of filing of this action. If the parties have not selected a neutral within 210 days, the Clerk of Court shall then appoint a primary and secondary mediator from the current roster on a rotating basis from among those mediators agreeing to accept cases in the county in which the action has been filed.
2. The initial ADR conference must be held within 300 days after the filing of the action.
3. Pre-suit medical malpractice mediations required by S.C. Code § 15-79-125 shall be held not later than 120 days after all defendants are served with the "Notice of Intent to File Suit" or as the court directs. (Medical malpractice mediation is mandatory statewide.)
4. Cases are exempt from ADR only upon the following grounds:
 - a. Special proceeding, or actions seeking extraordinary relief such as mandamus, habeas corpus, or prohibition;
 - b. Requests for temporary relief;
 - c. Appeals;
 - d. Post Conviction relief matters;
 - e. Contempt of Court proceedings;
 - f. Forfeiture proceedings brought by governmental entities;
 - g. Mortgage foreclosures; and
 - h. Cases that have been previously subjected to an ADR conference, unless otherwise required by Rule 3 or by statute.
5. In cases not subject to ADR, the Chief Judge for Administrative Purposes, upon the motion of the court or of any party, may order a case to mediation.
6. Motion of a party to be exempt from payment of neutral fees due to indigency should be filed with the Court within ten (10) days after the ADR conference had been concluded.

010062-02044

**Please Note: You must comply with the Supreme Court Rules regarding ADR.
Failure to do so may affect your case or may result in sanctions.**

STATE OF SOUTH CAROLINA

IN THE COURT OF COMMON PLEAS

COUNTY OF RICHLAND

CASE NO.: 2010-CP-40-0657

HSBC,)
)
)
 Plaintiff,)
)
 vs.)
)
 ALICE LUCAS, ET AL.,)
)
 Defendant(s))

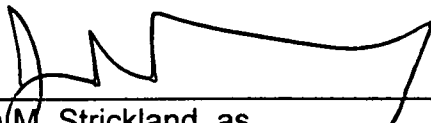
ORDER DENYING MOTION FOR ACCEPTANCE

JEANETTE W. McBRIDE
 JUDGE, C.P. & G.S.
 2014 MAR 28 PM 2:47
 RICHLAND COUNTY
 FILED

The matter before the Court is a Motion for Acceptance filed by the defendant.

The motion is denied.

AND IT IS SO ORDERED.



Joseph M. Strickland, as
 Master in Equity for Richland County

Columbia, South Carolina
March 28, 2014

cc: Vance Brabham, Esquire
 Alice Lucas, Pro-se
 Dwight Lucas, Pro-se