

FORM 4

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

JUDGMENT IN A CIVIL

CASE NO. 10-CP-10-5825

Selene RMOF REO Acquisition, LLC

Melissa Furmanchik; Masonborough at
Park West Association, Inc.; Wells Fargo
Bank, N.A.;

PLAINTIFF(S)

DEFENDANT(S)

<p>Submitted by: Jason D. Wyman (SC Bar#100271) Attorneys for the Plaintiff Rogers Townsend & Thomas, PC 220 Executive Center Drive, Suite 109 Post Office Box 100200 Columbia, SC 29202 (803) 771-7900 (803) 343-7013 - Fax info@rtt-law.com</p>	<p>Attorney for : <input checked="" type="checkbox"/> Plaintiff <input type="checkbox"/> Defendant <input type="checkbox"/> Self-Represented Litigant</p>
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FILED
 JUN FEB 7 PM 2:47
 JULIE ARMSTRONG
 CLERK OF COURT

DISPOSITION TYPE (CHECK ONE)

- JURY VERDICT.** This action came before the court for a trial by jury. The issues have been tried and a verdict rendered.
- DECISION BY THE COURT.** This action came to trial or hearing before the court. The issues have been tried or heard and a decision rendered.
- ACTION DISMISSED (CHECK REASON):** Rule 12(b), SCRPC; Rule 41(a), SCRPC (Vol. Nonsuit); Rule 43(k), SCRPC (Settled); Other __
- ACTION STRICKEN (CHECK REASON):** Rule 40(j), SCRPC; Bankruptcy;
 Binding arbitration, subject to right to restore to confirm, vacate or modify arbitration award; Other _____

DISPOSITION OF APPEAL TO THE CIRCUIT COURT (CHECK APPLICABLE BOX):
 Affirmed; Reversed; Remanded; Other __

NOTE: ATTORNEYS ARE RESPONSIBLE FOR NOTIFYING LOWER COURT, TRIBUNAL, OR ADMINISTRATIVE AGENCY OF THE CIRCUIT COURT RULING IN THIS APPEAL.

IT IS ORDERED AND ADJUDGED: See attached order (formal order to follow)
 Statement of Judgment by the Court: _____

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ORDER INFORMATION

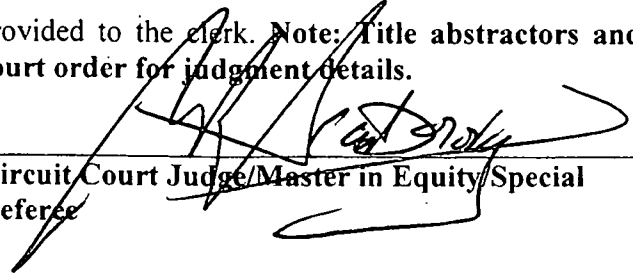
This order ends does not end the case. As required by statute, a foreclosure sale has been or will be scheduled, which will officially end the case.

INFORMATION FOR THE JUDGMENT INDEX		
Complete this section below when the judgment affects title to real or personal property or if any amount should be enrolled. If there is no judgment information, indicate "N/A" in one of the boxes below.		
Judgment in Favor of (List name(s) below)	Judgment Against (List name(s) below)	Judgment Amount To be Enrolled (List amount(s) below)
N/A		\$
<p>If applicable, describe the property, including tax map information and address, referenced in the order:</p> <p>All that certain piece, parcel or lot of land, together with all the improvements thereon, if any, situate, lying and being in the Town of Mount Pleasant, County of Charleston, State of South Carolina, shown and designated as Lot 57 on a plat entitled "A Conditional Subdivision Plat of Winterbrooke Subdivision Phase 4, Phase III Park West, Formerly a Portion of Masonborough Subdivision, Owned by Park West Development, Inc., Located in the Town of Mount Pleasant, Charleston County, South Carolina," prepared by Southeastern Surveying of Charleston, Inc., dated February 26, 2004 and recorded March 23, 2004 in the RMC Office for Charleston County in Plat Book EG at Pages 968 and 969. Said lot having such size, shape dimensions and boundaries as will by reference to said plat more fully appear.</p> <p>This being the identical property conveyed to David H. Furmanchik by Deed of Park West Development, Inc. dated April 20, 2004 and recorded May 7, 2004 in Deed Book R493 at Page 580. Subsequently, David H. Furmanchik conveyed the subject property to David H. Furmanchik and Melissa Furmanchik, as joint tenants with the right of survivorship, by Deed dated September 13, 2005 and recorded September 19, 2005 in Deed Book D554 at Page 866. Subsequently, David H. Furmanchik died on March 3, 2008 vesting his interest in Melissa Furmanchik as the surviving joint tenant. Subsequently, Melissa Furmanchik conveyed the subject property to Melissa Furmanchik, as Trustee of the Melissa Furmanchik Living Trust by Deed dated October 23, 2012 and recorded November 21, 2012 in Deed Book 0292 at Page 659.</p> <p>TMS# 594-12-00-781</p> <p>1820 West Canning Drive Mt Pleasant, SC, 29466</p>		

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

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provided to the clerk. Note: Title abstractors and researchers should refer to the official court order for judgment details.


Circuit Court Judge/Master in Equity/Special
Referee

3062
Judge Code

2/3/14
Date

For Clerk of Court Office Use Only

This judgment was entered on the ___ day of _____, 20__ and a copy mailed first class or placed in the appropriate attorney's box on this __ day of _____, 20__ to attorneys of record or to parties (when appearing pro se) as follows:

Jason D. Wyman (SC Bar #100271)
Rogers Townsend & Thomas, PC
P.O. Box 100200
Columbia, SC 29202-3400

**ATTORNEY(S) FOR THE
PLAINTIFF(S)
514332-00072**

**ATTORNEY(S) FOR THE
DEFENDANT(S)**

CLERK OF COURT

Mary Arnold, Esq.
Mary Leigh Arnold, P.A.
749 Johnnie Dodds Blvd., Suite B
Mt. Pleasant, SC 29465
Attorney for Melissa Furmanchik

Masonborough at Park West Association,
Inc.
3301 Salterbeck St Ste 201
Mount Pleasant, SC 29466

Wells Fargo Bank, N.A.
1703 Laurel St
Columbia, SC 29201

Court Reporter:

STATE OF SOUTH CAROLINA

COUNTY OF CHARLESTON

Selene RMOF REO Acquisition, LLC,

Plaintiff,

v.

Melissa Furmanchik; Masonborough at Park West Association, Inc.; Wells Fargo Bank, N.A.,

Defendants.

(514332.00072 JDW)

IN THE COURT OF COMMON PLEAS

DOCKET NO.: 2010-CP-10-5825

JUDGMENT OF FORECLOSURE AND SALE

Deficiency Judgment Waived

FILED
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JULIE J. ARMSTRONG
CLERK OF COURT
BY _____

This matter came before the Court for a final foreclosure hearing on all matters June 20, 2013 and August 12, 2013. At the conclusion of the hearings, the Court took the case under advisement. Having considered the pleadings, testimony at both hearings, exhibits admitted into evidence, and arguments of counsel, the Court now issues this Order.

BACKGROUND AND PROCEDURAL HISTORY

This lawsuit arises out of the foreclosure of a real estate mortgage. On or about July 20, 2010, Wachovia Mortgage Corporation filed the foreclosure complaint. Defendants Masonborough at Park West Association, Inc. and Wells Fargo Bank, N.A. failed to answer, plead or otherwise respond and are in default as evidenced by the Affidavit of Default filed on September 16, 2010. That same day, this case was referred to the undersigned as Master in Equity for Charleston County.

On or about September 10, 2012, this Court entered an Order substituting Selene RMOF REO Acquisition, LLC as Plaintiff.

Defendant Melissa Furmanchik initially failed to answer, plead or otherwise respond to the Complaint and was held in default. On or about September 21, 2010, Defendant Melissa Furmanchik retained counsel and filed a Motion for Leave to File out of Time Answer and Notice of Election to Participate in Foreclosure Intervention. Plaintiff and Defendant entered into a Consent Order resolving the motion. On December 2, 2010, Defendant Furmanchik filed an Answer and raised two affirmative defenses to the foreclosure: lack of standing and failure to provide notice.

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Thereafter, on March 28, 2013, Defendant Melissa Furmanchik filed a Motion to Dismiss or in the alternative for Summary Judgment. In her Motion, Defendant argued that Plaintiff lacked standing and was not the real party in interest to maintain the foreclosure action. The Court denied the motion by Order entered on May 20, 2013.

The Court held a final foreclosure trial in this matter on June 20, 2013. Following the June 20, 2013 hearing, Defendant Melissa Furmanchik filed a motion to reconsider. After reviewing Defendant Furmanchik's motion, the Court determined that this case should be reopened for the express purpose of taking additional testimony regarding the note and subsequent modification agreement. The second hearing took place on August 12, 2013. At the hearings, Defendant Furmanchik made evidentiary objections to almost every exhibit Plaintiff attempted to introduce. The Court's rulings on these evidentiary objections, as well as its findings with respect to the foreclosure cause of action, are set forth below.

STANDARD OF REVIEW

As stated above, much of the parties dispute surrounds the admissibility of various documents. "The admission of evidence is within the trial court's discretion, and the trial court's decision will not be reversed on appeal absent an abuse of discretion." *Magnolia N. Prop. Owners' Ass'n, Inc. v. Heritage Communities, Inc.*, 397 S.C. 348, 360, 725 S.E.2d 112, 119 (Ct. App. 2012).

As to the foreclosure cause of action, "[g]enerally, the party seeking foreclosure has the burden of establishing the existence of the debt and the mortgagor's default on that debt." *U.S. Bank Trust Nat. Ass'n v. Bell*, 385 S.C. 364, 374-75, 684 S.E.2d 199, 205 (Ct. App. 2009) (citing *Franklin Credit Mgmt. Corp. v. Nicholas*, 812 A.2d 51, 57-58 (2002) ("In a mortgage foreclosure action, to make out its prima facie case, the foreclosing party had to prove by a preponderance of the evidence that it was the owner of the note and mortgage and that the [defendant] had defaulted on the note."); *Campaign v. Barba*, 23 A.D.3d 327 (N.Y. App. Div. 2005) ("To establish a prima facie case in an action to foreclose a mortgage, the plaintiff must



establish the existence of the mortgage and mortgage note, ownership of the mortgage, and the defendant's default in payment.”); *In re Foreclosure of Real Prop. for \$143,600.00*, 577 S.E.2d 398, 406 (N.C. Ct. App. 2003) (“In a foreclosure proceeding, the lender bears the burden of proving that there was a valid debt, default, right to foreclose under power of sale, and notice.”); 55 Am. Jur. 2d *Mortgages* § 604 (“[T]he burden of proof of any particular issue rests upon the party asserting the affirmative of that issue under the pleadings.”).

DISCUSSION

I. ADMISSIBILITY OF EXHIBITS

A. Ms. Clark’s Testimony

Ms. Mamie Clark appeared at both hearings and testified on behalf of the Plaintiff. Ms. Clark testified that she worked for Selene Finance, L.P. which serves as the servicer for the Plaintiff. (June 20, 2013 Hr’g Tr. 7:19-23). She is employed as a contested default manager. (Id.) One of her job duties is to appear at the trials and provide testimony. (Aug. 12, 2013 Hr’g Tr. 4:21-23). Further, she testified that she was familiar with the records maintained for the loan at issue. (Id.) She further testified that the loan was service transferred to Selene from Wells Fargo and that she was familiar with how loans and the accompanying documentation were transferred. (June 20, 2013 Hr’g Tr. 16:12-14). She further explained what a service transfer was and what occurred during the service transfer of this loan. (Aug. 12, 2013 Hr’g Tr. 5:22-25). She further testified that loan document and records for the subject loan were kept and maintained in the ordinary course of business. (Aug. 12, 2013 Hr’g Tr. 6:10-11).

The Court finds that based on a close review of Ms. Clark’s testimony that she was sufficiently familiar with the record keeping system for Selene. This is all that is required under the business record exception. *See Midfirst Bank, SSB v. C.W. Haynes & Co., Inc.*, 893 F.Supp. 1304, 1311 (D.S.C. 1994).

B. Note, Mortgage and Modification

At the hearing, the Court reviewed the Original Note and a copy of the recorded Mortgage and Modification Agreement. The Court noted the Original Note contained an Allonge for the purpose of endorsement. As to the Mortgage, Ms. Clark testified to its recording in the public records. Finally, the Modification Agreement was also recorded in the public

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record. Ms. Clark testified to the key terms of the Modification. The Court finds that the Note, Mortgage and Modification are not hearsay. The Court finds Bank of America NA v. Neis, 349 Wis. 2d 461, 835 N.W.2d 527 (Ct. App. 2013) instructive. There, the Wisconsin Court of Appeals addressed the admissibility of various documents in a mortgage foreclosure action. The court concluded that the note and mortgage attached to the summary judgment affidavit were not hearsay and found that the note and mortgage was "offered only for their legal effect." *Neis*, 349 Wis. 2d at 490, 835 N.W.2d at 541.

In the present case, the Court finds that the Note, Mortgage and Modification are admissible.

C. Assignments of Mortgage

The Court finds and concludes that the four assignments of mortgages are admissible. They are self-authenticating documents in the fact that they were recorded in the public records and Ms. Clark testified to the recording dates and book and page numbers.

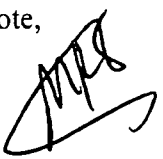
D. Payment History, Demand Letter, and Judgment Figures

It is undisputed that Wells Fargo, the prior servicer of the loan, records were used to generate the Payment History, Demand Letter and Judgment Figures. Defendant Furmanchik argued Plaintiff's witness could not authenticate the prior servicer's business records and that such evidence is inadmissible. Plaintiff argued that the documents were admissible as business records. The Court concludes that the Demand Letter, Payment History and Judgment Figures are admissible under S.C. Code Ann. § 19-5-510 and Rule 803(6), SCRE. As succinctly stated by Judge Duncan in In re McFadden, 471 B.R. 136 (Bankr. D.S.C. 2012), "*Midfirst Bank* makes clear that for documents to be admissible under the business records exception, they do not have to be actually created by the witness testifying to authenticate them, as Trustee's counsel appears to argue, nor do they even have to be created by the entity by which the witness is employed." *In re McFadden*, 471 B.R. at 160. The Court's decision is further supported by *Twelfth RMA Partners, L.P. v. National Safe Corporation*, 335 S.C. 635, 518 S.E.2d 44 (Ct. App. 1999). In *Twelfth RMA Partners, LP*, the Court of Appeals held that the master in equity did not err by allowing the testimony of the plaintiff's witness despite the fact that the records were generated by a previous entity. *Twelfth RMA Partners, L.P.*, 335 S.C at 642, 518 S.E.2d at 48.



II. Plaintiff is entitled to a Judgment of Foreclosure and Sale


The Court finds that Plaintiff has the legal right to enforce the negotiable instrument secured by the Mortgage and is the real party in interest as defined by Rule 17(a) of the South Carolina Rules of Civil Procedure. Plaintiff, Selene RMOF REO Acquisition, LLC, has standing and is the real party in interest to continue prosecuting this mortgage foreclosure action. At the trial, Plaintiff's counsel produced the Original Note. After close examination of the Original Note, the Court finds the original payee was Wachovia Mortgage Corporation. The Original Note was then properly endorsed to Wachovia Bank, N.A. Next, Wells Fargo as Successor by Merger to Wachovia Bank, N.A., through an allonge, endorsed the Original Note in blank. Plaintiff, through its attorneys, is in possession of the Original Note, which is endorsed in blank, it is the holder of the Note. S.C. Code Ann. §36-1-201 (1976). The holder of the Note is entitled to enforce it. S.C. Code Ann. §36-3-301. Therefore, as a person entitled to enforce the Note, Plaintiff is a real party in interest and has standing to maintain this suit.



FINDINGS OF FACTS

In September 2005, David H. Furmanchik obtained a construction loan for the purpose of constructing improvements on the Subject Property described in the Complaint. The loan was evidenced by an Adjustable Rate Note executed by David H. Furmanchik, dated September 7, 2005, in the principal amount of \$464,000 (the "Original Note"). A Construction/Permanent Financing Addendum supplemented the Original Note (the "Construction Addendum"). The Construction Addendum provided for payments of interest only during the construction phase and that interest would accrue on the unpaid principal balance of the Original Note "at a rate equal to the 'WSJ Prime Rate.'"

To better secure the repayment of the Loan described above, David H. Furmanchik and



Melissa Furmanchik made, executed, and delivered to Mortgage Electronic Registration Systems, Inc., acting solely as nominee for Wachovia Mortgage Corporation (MIN #100013700057266189) a certain real estate Mortgage in writing, dated September 7, 2005, covering real property in Charleston County, which is the same as that described in the Complaint. This Mortgage was filed on September 19, 2005, and is of record in the Office of RMC/ROD in Book F554 at Page 170.

After completion of the construction phase, David H. Furmanchik for value received, made, executed and delivered a "Mortgage Modification Agreement Amendment to Note and Security Instrument (the "Modification Agreement"). The Modification Agreement was dated August 31, 2006, and recorded in the Office of the RMC for Charleston County on September 11, 2006, in Book W597 at Page 260. The Modification Agreement modified certain terms of the Original Note and Mortgage. Specifically, the Modification Agreement provided that the Original Note and Mortgage were amended and modified in accordance with Exhibits A, Exhibit B, Exhibit A2 and B2. Exhibit A of the Modification Agreement provided that the principal amount of the loan was \$464,000.00, with interest accruing at the rate of 6.375% per annum. Exhibit A2 of the Modification Agreement provided for interest only payments for the first 120 months of the loan.

Prior to the filing of this lawsuit, the Mortgage was assigned to Wachovia Mortgage Corporation by an assignment dated July 7, 2010, and recorded on July 15, 2010, in Book 0133 at Page 352. Following the initiation of this lawsuit, the Mortgage was then assigned three times. First, Wachovia Mortgage Corporation assigned to the Mortgage to Selene Finance LP, by assignment October 7, 2010, and recorded March 18, 2011 in Book 0177 at Page 657. Then, Selene Financial LP assigned the Mortgage to SRMOF 2009-1 Trust by assignment dated March



29, 2011, and recorded May 3, 2011, in Book 0185 at Page 205. Finally, SRMOF 2009-1 Trust assigned the Mortgage to Selene RMOF REO Acquisition, LLC by assignment dated March 29, 2011, and recorded May 3, 2011, in Book 0185 at Page 206.

After the execution of the Mortgage, David H. Furmanchik conveyed the subject property to David H. Furmanchik and Melissa Furmanchik, as joint tenants with the right of survivorship, by Deed dated September 13, 2005, and recorded September 19, 2005, in Deed Book D554 at Page 866. Subsequently, David H. Furmanchik died on March 3, 2008, vesting his interest in Melissa Furmanchik as the surviving joint tenant. Subsequently thereafter, Melissa Furmanchik conveyed the subject property to Melissa Furmanchik, as Trustee of the Melissa Furmanchik Living Trust by Deed dated October 23, 2012, and recorded November 21, 2012, in Deed Book 0292 at Page 659.

At the trial, Plaintiff produced the Original Note, Modification Agreement, Mortgage, and Assignments of Mortgage, and the Court admitted these originals into evidence. Based on Plaintiff's possession of these original documents and the testimony put forth from Mamie Clark, an employee of Plaintiff's servicing agent, Selene Finance LP, the Court finds that Plaintiff has the legal right to enforce the negotiable instrument.

The Mortgage constitutes a first priority lien on the subject property, subject only to ad valorem taxes or other liens given priority by statute.

Payment due on the Note was not made as provided for therein, and Plaintiff, as the holder of the Note, elected to require immediate payment of the entire amount due thereon and placed the Note and Mortgage in the hands of its attorney to commence this foreclosure action.

At the trial, Plaintiff produced letters evidencing that the notice required by the terms of the Mortgage was given prior to the commencement of this action.

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Plaintiff seeks to recover a reasonable attorney's fee of \$10,000.00 pursuant to its rights under the Note and Mortgage for amounts it has paid its counsel for services performed and anticipated to be performed until final adjudication of this action.

According to Plaintiff's accounting and based upon the testimony of Ms. Clark, after all payments received by Plaintiff have been credited to the subject loan, the amount due and owing on the Note, with interest at the rate provided in the Note, advances made by Plaintiff, and other costs and expenses of the action, including a reasonable attorney fee, all secured by the Note and Mortgage, is as follows:

Principal	\$464,000.00
Interest from December 1, 2009 to June 20, 2013	\$105,069.78
Late Charges	\$1,232.49
Tax Advances	
12/1/2010 \$1,829.36	\$3,932.21
12/1/2011 \$2,102.85	
Hazard/Flood Insurance	
1/4/2010 \$ 318.77	\$11,724.77
7/20/2010 \$3,318.00	
12/6/2010 \$ 428.00	
7/12/2011 \$3,518.00	
8/8/2012 \$3,714.00	
12/28/2012 \$ 428.00	
Attorney's Fees (paid, unpaid or unbilled)	\$10,000.00
Expenses (Filing fees, motion fees, Master's fee, Mileage Reimbursement, Title Search)	\$1,217.21
TOTAL DEBT SECURED BY NOTE AND MORTGAGE	\$597,176.46

Interest shall accrue to the above stated "Total Debt" after the date of judgment at the rate of 6.375% per annum (pursuant to the terms of the Note and Mortgage) which amounts to \$81.04 per diem. Accrued interest shall be added to the "Total Debt" and shall comprise the amount of the Plaintiff's debt secured by the Mortgage through the date to which such interest is computed.

Pursuant to the South Carolina Supreme Court Administrative Order 2009-05-20-01, Plaintiff filed an Affidavit of Non-Eligibility on June 23, 2009, stating that the mortgage loan

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which is the subject of this foreclosure action was not eligible for modification pursuant to the terms of the Home Affordable Modification Program (HAMP). Plaintiff's attorney received no counter affidavits from any Defendant.

Pursuant to South Carolina Supreme Court Administrative Order 2011-05-02-01, Plaintiff served a Notice of Foreclosure Intervention. After reviewing Defendant Melissa Furmanchik for foreclosure intervention alternatives, she failed to qualify as evidenced by the Attorney Certification filed on January 26, 2012.

Plaintiff is seeking the usual foreclosure of the purchase money first mortgage and has in the Complaint (or subsequently thereto in writing) expressly waived the right to a personal or deficiency judgment.

The following Defendant(s) may claim a subordinate lien upon or subordinate legal interest in the subject property and in the event there is a surplus from the sale of the subject property, these Defendant(s) may present through any such lien or legal interest a claim to the surplus at a hearing subsequent to the sale, in accordance with Rule 71(c) South Carolina Rules of Civil Procedure. The said Defendant(s) and such liens or legal interests are as follows:

a. Wells Fargo Bank, N.A., by virtue of a mortgage given by David H. Furmanchik and Melissa Furmanchik to Wachovia Bank, National Association in the amount of \$140,000.00, dated January 4, 2007, and recorded January 11, 2007 in Book T611 at Page 170. Wells Fargo Bank, N.A. is successor in interest to Wachovia Bank, National Association.

b. Masonborough at Park West Association, Inc. by virtue of any lien enforceable assessments claimed as provided for in the Declaration of Covenants, Conditions, and Restrictions and any amendments thereto.

IT IS THEREFORE ORDERED:

1. Plaintiff has fully complied with The South Carolina Supreme Court Administrative Orders 2009-05-22-01 dated May 22, 2009 and 2011-05-02-01 dated May 2, 2011, and the foreclosure action may proceed.

2. There is due on the Note and Mortgage set forth in the Complaint the sum of \$597,176.46, as set out in the Findings of Fact *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 "Final Total Debt" as set out in the Findings of Fact *supra*) shall accrue interest at the rate of the respective note rate(s) per annum and together with such interest shall constitute the total judgment debt due Plaintiff.

4. The Defendant(s) liable for the aforesaid judgment debt of the Adjustable Rate Note and Mortgage including interest at the rate of 6.375% per annum shall pay on or before the date of sale of the property hereinafter described, to Plaintiff or Plaintiff's attorney the amount of Plaintiff's debt as aforesaid, including with the costs and disbursements of this action.

5. On default of payment at or before the time of the sale of the property, the mortgaged property described hereinafter shall be sold by the below signed Master in Equity or Special Referee or other court-appointed or designated agent or auctioneer at public auction at the Charleston County Courthouse, in the City of Charleston, and State of South Carolina on the next available sales date, at 11:00 AM, or a sales day determined by the below signed Master in Equity or Special Referee, on the following terms:

a. For cash or its equivalent: An immediate deposit of 5% is required on the amount of the bid. The deposit will be applied to the purchase price when total compliance is made. In the event compliance is not made, the deposit shall be forfeited without further hearing and applied first to costs and expense of the action and then to plaintiff's debt. Should the successful bidder at the regularly conducted sale fail or refuse either to make the required deposit at time of bid or to comply with the other terms of the bid within 30 days, then the property may be re-sold on the same terms and conditions on the same or some subsequent sales day and at the risk of the defaulting bidder.

b. Interest on the balance of the bid after the deposit is applied shall be paid through the day of compliance at the note rate of 6.375%.

c. The sale shall be subject to taxes and assessments, existing easements and restrictions, and any other senior encumbrances.

d. Purchaser shall pay for any statutory commission on sale from the proceeds of the final bid amount.

e. Purchaser to pay for deed preparation, costs of recording the deed and the satisfaction of mortgage, and transfer taxes on the deed.

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f. Purchaser shall be entitled to possession of the premises only after Purchaser fully complies with the bid amount and a deed is issued by the Master in Equity or Special Referee.

6. A personal or deficiency judgment having been waived, the bidding will not remain open after the date of sale and compliance with the bid may be made immediately.

7. Plaintiff may waive any of its rights, including its right to a deficiency judgment in accordance with Rule 71, of the South Carolina Rules of Civil Procedure, prior to sale.

8. The Master in Equity will give notice of the time and place of the sale by advertisement according to law and the terms thereof by advertisement according to law and will execute to the Purchaser a deed to the property sold. Plaintiff or any other party to this action may become a purchaser at such sale. If, upon such sale being made, the Purchaser should fail to comply with the terms thereof within 30 days after date of sale, then the Master in Equity may advertise the said premises for sale on the next or some other subsequent sales day at the risk of the highest bidder and so from time to time thereafter until a full compliance shall be secured.

9. If Plaintiff is the successful bidder at the said sale for a sum not exceeding the amount of costs and expenses of the sale, plus 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.

10. 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 sale and to any Guardian Ad Litem fee or fees of attorneys appointed under Order of Court;

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

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

11. In the event the successful bidder is someone other than the Defendant(s) in possession of the subject property, the Sheriff of Charleston County is ordered and directed to eject and remove from the property the occupant(s) of the property sold, together with all personal property located thereon, and put the successful bidder or his assigns in full,

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quiet, and peaceable possession of said property without delay, and to keep said successful bidder or his assigns in such peaceable possession.

12. In the event the successful bidder is other than the Defendant(s) 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 in said property, the Purchaser is authorized to remove from the property all furnishings, fixtures and items not 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 personal property on the public street or highway or by any other means.

13. The Defendant(s) named herein, and all persons whosoever claiming under Defendant(s), is forever barred and foreclosed of all right, title, interest, equity of redemption or lien in the said mortgaged property so sold, or any part thereof.

14. In accordance with Rule 77(d), of the South Carolina Rules of Civil Procedure, the Clerk of Court shall serve a notice of entry of this Judgment of Foreclosure upon all parties not in default for failure to appear in this action.

15. The deed of conveyance made pursuant to the foreclosure sale shall contain the names of only the first-named Plaintiff and the first-named Defendant(s), and the Defendant(s) who was/were the titleholder(s) 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. The Register of Deeds/Clerk of Court is authorized to omit from the indices pertaining to such conveyance the names of all parties not contained in said deed.

16. 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.

17. The following is a description of the property herein ordered to be sold:

All that certain piece, parcel or lot of land, together with all the improvements thereon, if any, situate, lying and being in the Town of Mount Pleasant, County of Charleston, State of South Carolina, shown and designated as Lot 57 on a plat entitled "A Conditional Subdivision Plat of Winterbrooke Subdivision Phase 4, Phase III Park West, Formerly a Portion of Masonborough Subdivision, Owned by Park West Development, Inc., Located in the Town of Mount Pleasant, Charleston County, South Carolina," prepared by Southeastern Surveying of Charleston, Inc., dated February 26, 2004 and recorded March 23, 2004 in the RMC Office for Charleston County in Plat Book EG at Pages 968 and 969. Said lot having such size, shape dimensions and

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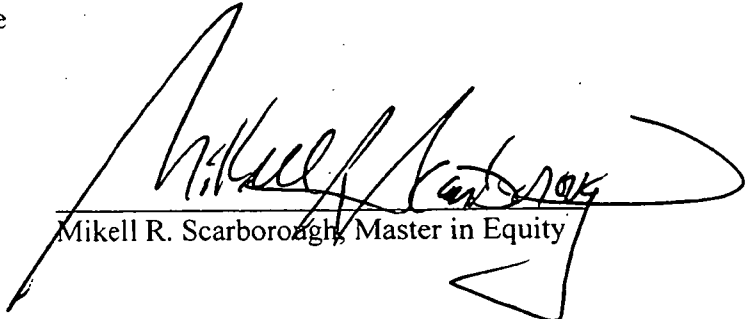
boundaries as will by reference to said plat more fully appear.

This being the identical property conveyed to David H. Furmanchik by Deed of Park West Development, Inc. dated April 20, 2004 and recorded May 7, 2004 in Deed Book R493 at Page 580. Subsequently, David H. Furmanchik conveyed the subject property to David H. Furmanchik and Melissa Furmanchik, as joint tenants with the right of survivorship, by Deed dated September 13, 2005 and recorded September 19, 2005 in Deed Book D554 at Page 866. Subsequently, David H. Furmanchik died on March 3, 2008 vesting his interest in Melissa Furmanchik as the surviving joint tenant. Subsequently, Melissa Furmanchik conveyed the subject property to Melissa Furmanchik, as Trustee of the Melissa Furmanchik Living Trust by Deed dated October 23, 2012 and recorded November 21, 2012 in Deed Book 0292 at Page 659.

Property Address: 1820 West Canning Drive
Mt Pleasant, SC 29466

TMS# 594-12-00-781

2/3, 2014
Charleston, South Carolina


Mikell R. Scarborough, Master in Equity