

THE STATE OF SOUTH CAROLINA
In the Court of Appeals

APPEAL FROM LEXINGTON COUNTY
Court of Common Pleas

R. Keith Kelly, Circuit Court Judge

Appellate Case No. 2014-001384

RECEIVED

JUL 14 2014

SC Court of Appeals

FV-I, Inc., in trust for Morgan Stanley Mortgage
Capital Holdings LLC.....Respondent,

vs.

72848

RECEIVED

JUL 14 2014

SC Court of Appeals

Byron J. Dolan; Lisa S. Dolan; First Citizens Bank and
Trust Company, Inc.; Wells Fargo Bank, N.A.; Branch
Banking and Trust CompanyDefendants,

Of whom

Byron J. Dolan and Lisa S. Dolan, are.....Appellants.

**RESPONDENT’S MOTION TO DISMISS APPEAL AND
MEMORANDUM OF LAW**

FV-I, Inc., in trust for Morgan Stanley Mortgage Capital Holdings LLC (“Respondent”) hereby moves to dismiss the appeal of Byron J. Dolan and Lisa S. Dolan (“Appellants”) on the grounds that the appeal is an impermissible interlocutory appeal.

This is an appeal from the order of the Honorable R. Keith Kelly that denied Appellants’ motion for a new trial filed May 16, 2014, and the order of the Honorable R. Keith Kelly that denied Appellants’ motion to reconsider that order filed on June 19, 2014. (See Exhibits A and B attached hereto). Respondent filed its Lis Pendens, Summons, and Complaint on July 9, 2012

seeking foreclosure of a certain mortgage of real estate given by Appellants dated March 28, 2005, and subsequently assigned to Respondents July 8, 2011. (See Exhibit C attached hereto). Appellants filed an Answer and Counterclaim on or about August 8, 2012. (See Exhibit D attached hereto). In their Counterclaims, Appellants sought an Accounting, as well as monetary judgments on causes of action for breach of contract and violation of the South Carolina Unfair Trade Practices Act (“SCUTPA”).

By order signed April 17, 2014 and filed May 1, 2014, Respondent and Appellants agreed and stipulated to bifurcate the action pursuant to Rule 42(b), SCRPC, thereby severing the Appellants legal claims for Breach of Contract and SCUTPA from Respondent’s foreclosure claim and Appellants’ equitable counterclaim for Accounting. The foreclosure claim and counterclaim for Accounting were referred to The Honorable James O. Spence, Master-in-Equity, for a separate trial. The legal counterclaims were heard before a jury with The Honorable R. Keith Kelly presiding on April 17, 2014. A directed verdict was granted in favor of Respondent on the SCUTPA claim, and a jury verdict was returned in favor of Respondents on the Breach of Contract counterclaim. (See Exhibit E and F attached hereto). Subsequently, Judge Kelly denied Appellants’ motion for a new trial and motion to reconsider the order.

The foreclosure claim and counterclaim for Accounting have yet to be heard or decided by the Master-in-Equity, and thus, a final judgment in the case has yet to be rendered. Nonetheless, Appellants filed a Notice of Appeal with the South Carolina Court of Appeals on June 25, 2014.

Barring some statutory exceptions not applicable here, South Carolina courts have repeatedly held that as a general rule, appeal may only be taken after a final judgment has been rendered. Ex parte Wilson, 367 S.C. 7, 12, 625 S.E.2d 205, 208 (2005) (citing Culbertson v.

Clemens, 332 S.C. 20, 23, 471 S.E.2d 163, 164 (1996). “Any judgment or decree, leaving some further act to be done by the court before the rights of the parties are determined, is interlocutory and not final.” Id. (citing Mid-State Distribs., Inc. v. Century Importers, Inc., 310 S.C. 330, 336, 426 S.E.2d 777, 780 (1993)).

An order denying a motion to reconsider a verdict on the at-law counterclaims is interlocutory and not immediately appealable, when a judgment has not been rendered in the equitable foreclosure and Accounting claims. There has not been a final order because the ruling on the at-law claims left some further act to be done by the court before the rights of the parties can be determined. See id.; see also Land v. Land, 201 N.C. App. 672, 687 S.E.2d 511 (2010) (dismissing appeal made after denial of a motion for a new trial in a bifurcated lawsuit because it was a “non-appealable, interlocutory order”). In the present case, the Master-in-Equity must still decide whether the Respondents are entitled to foreclosure before the rights of the parties are determined. Thus, there has not been a final judgment and the order is interlocutory.


Appellants are seeking to stay the foreclosure claim and Accounting counterclaim before the Master-in-Equity until this appeal is decided. Appellants will likely argue that if the foreclosure action were to go forward before the Master-in-Equity, there is a substantial risk of inconsistent rulings, whereby one court renders a judgment of foreclosure, and the other determines that a new trial must be heard on the legal counterclaims, which could eventually, lead to a finding that the foreclosure must not be granted. However, Appellants are merely restating the rationale as to why an interlocutory appeal is improper at this time in the present case. It is for this very reason that Appellants, should they wish to appeal, must wait until the Master has rendered a judgment on the foreclosure claim and Accounting counterclaim before an appeal may properly be taken.

Appellants wish to treat the legal and equitable claims in this case as one case when it suits their needs and separate when it does not. Appellants and Respondent agreed that the legal counterclaims must be tried first, thus staying the equitable foreclosure claim. Now that the Appellants are dissatisfied with the portion of the case dealing with their legal counterclaims they want to argue that they are somehow allowed to treat the legal counterclaims as a distinct final judgment and continue to delay the equitable claims being heard.

The parties consented to bifurcate the claims in the interest of expediency and judicial economy. The Parties recognized that the Master-in-Equity was best suited to handle the foreclosure action and equitable counterclaim. While the consent to bifurcation did separate the case into separate trials, it did not divide the case into two completely distinct lawsuits. Therefore, to appeal the order denying Appellants motion for a new trial and motion to reconsider that order is an impermissible interlocutory appeal. As such, Respondent respectfully requests this Court to dismiss the appeal and order that the Notice of Appeal filed by Appellants Byron J. Dolan and Lisa S. Dolan be canceled until such time as the Respondent's foreclosure claim and Appellant's Accounting counterclaim are tried before the Master-in-Equity.

Respectfully submitted,

July 10, 2014



Charles S. Gwynne Jr. (SC Bar # 73844)
Jason D. Wyman (SC Bar # 100271)
ROGERS TOWNSEND & THOMAS, PC
220 Executive Center Drive – Suite 109 (29210)
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Attorney for the Respondent
Rogers Townsend & Thomas, PC and its staff are debt collectors

Other Counsel of Record and Parties:

Andrew S. Radeker, Esquire
Harrison & Radeker, P.A.
PO Box 50143
Columbia, SC 29250

Adam H. Schanz, Esquire
Crawford & von Keller, LLC
PO Box 4216
Columbia, SC 29204

ORIGINAL

FILED

FV-I, Inc. etc.,

2014 MAY 16 P 1:22

Bryon J. Dolan, et al.,

PLAINTIFF(S)

DEFENDANT(S)

Submitted by: Andrew S. Radeker (per direction of Court)

BETH A. CARRIGG
 CLERK OF COURT
 LEXINGTON, SC

Attorney for : Plaintiff Defendant
 or
 Self-Represented Litigant

DISPOSITION TYPE (CHECK ONE)

- JURY VERDICT.** This action came before the court for a trial by jury. The issues have been tried and a verdict rendered.
- DECISION BY THE COURT.** This action came to trial or hearing before the court. The issues have been tried or heard and a decision rendered.
- 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 Statement of Judgment by the Court:

The Dolan Defendants' motion for a new trial is hereby denied.

ORDER INFORMATION

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

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	N/A	N/A
		\$

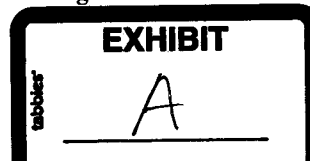
If applicable, describe the property, including tax map information and address, referenced in the order:

The judgment information above has been provided by the submitting party. Disputes concerning the amounts contained in this form may be addressed by way of motion pursuant to the SC Rules of Civil Procedure. Amounts to be computed such as interest or additional taxable costs not available at the time the form and final order are submitted to the judge may be provided to the clerk. Note: Title abstractors and researchers should refer to the official court order for judgment details.

A. Keith Kelly
 Circuit Court Judge

2165
 Judge Code

8 May 2014
 Date



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

FORM 4

JUDGMENT IN A CIVIL CASE

ORIGINAL

CASE NO. 2012-CP-32-2816

FILED

FV-I, Inc. etc.,

2014 JUN 19 P 12:26

Bryon J. Dolan, et al.,

PLAINTIFF(S)

DEFENDANT(S)

Submitted by: Andrew S. Radeker (per direction of Court)

BETH A. CARRICO
CLERK OF COURT
LEXINGTON, SC

Attorney for : Plaintiff Defendant
or
 Self-Represented Litigant

DISPOSITION TYPE (CHECK ONE)

- JURY VERDICT.** This action came before the court for a trial by jury. The issues have been tried and a verdict rendered.
- DECISION BY THE COURT.** This action came to trial or hearing before the court. The issues have been tried or heard and a decision rendered.
- 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 Statement of Judgment by the Court:

The Dolan Defendants' motion to reconsider the order denying their motion for a new trial is hereby denied.

ORDER INFORMATION

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

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	N/A	N/A
		\$

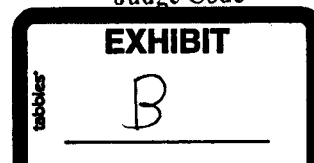
If applicable, describe the property, including tax map information and address, referenced in the order:

The judgment information above has been provided by the submitting party. Disputes concerning the amounts contained in this form may be addressed by way of motion pursuant to the SC Rules of Civil Procedure. Amounts to be computed such as interest or additional taxable costs not available at the time the form and final order are submitted to the judge may be provided to the clerk. Note: Title abstractors and researchers should refer to the official court order for judgment details.

R. Keith Kelly
Circuit Court Judge

2165
Judge Code

13 June 2014
Date



COPY

STATE OF SOUTH CAROLINA

COUNTY OF LEXINGTON

FV-I, Inc. in trust for Morgan Stanley Mortgage
Capital Holdings LLC,

Plaintiff,

v.

Bryon J. Dolan; Lisa S. Dolan; First Citizens Bank
and Trust Company, Inc.; Wells Fargo Bank,
N.A.; Branch Banking and Trust Company;

Defendant(s).

(011792-00355)

IN THE COURT OF COMMON PLEAS

DOCKET NO.

2012 JUL 9 P 11:00

BETH A. CARRIGG
CLERK OF COURT
LEXINGTON SC

LIS PENDENS
Deficiency Judgment Demanded

2012-LP-32-1135

NOTICE IS HEREBY GIVEN THAT an action has been or will be commenced in this Court upon complaint of the above-named Plaintiff against the above-named Defendant(s) for the foreclosure of a certain mortgage of real estate given by Bryon J. Dolan and Lisa S. Dolan to Mortgage Electronic Registration Systems, Inc. as nominee for Branch Banking and Trust Company of South Carolina, its successors and assigns (MIN# 100159966122742991) dated March 28, 2005, and recorded in the Office of the RMC/ROD for Lexington County on March 31, 2005, in Mortgage Book R10015 at Page 280. This Mortgage was subsequently assigned to Branch Banking and Trust Company by deed of September 25, 2009 and recorded October 12, 2009 in Book R13894 at Page 6; subsequently assigned to the Plaintiff herein by assignment dated July 8, 2011 and recorded July 8, 2011 in Book R14959 at Page 331 and by assignment dated September 30, 2011 and recorded October 3, 2011 in Book R15087 at Page 321. This Mortgage is subject to a Mortgage Modification dated September 29, 2011 and recorded September 30, 2011 in Book R15084 at Page 266. Also subject to a Partial Release of Real Estate Mortgage dated October 5, 2011 and recorded October 17, 2011 in Book R15110 at Page 3.

The premises covered and affected by the said mortgage and by the foreclosure thereof were, at the time of the making thereof and at the time of the filing of this notice, described as follows:

ALL that certain piece, parcel or lot of land, with the improvements thereon, if any, situate, lying and being in the County of Lexington, State of South Carolina, being shown and delineated as Lot 5 (but sometimes known as Lot 5B or Parcel B), fronting on Winward Point Ct. on a plat prepared for Bryon J. and Lisa Dolan by Withworth & Associates, Inc., dated December 4, 2002 and recorded in the Office of the ROD for Lexington County in Book R7757 at Page 154, and having such metes and bounds as shown on said plat.



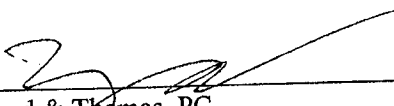
Also: A non-exclusive Easement for ingress/egress to Lot 5 (a/k/a Lot 5-B) over, through and across Lot 5-A (a/k/a Parcel A) as shown and delineated upon that certain Plat prepared for Norris L. Bowen and Jo Ann Bowen by Survey & Mapping Services dated September 14, 2011, recorded in the Office of Deeds for Lexington County and being more particularly described as "New Ingress/Egress Easement to 540 Windward Point Ct." shown as a small triangular shaped portion of Lot 5-A having an area of (206.25 square feet, more or less) located at the North-East line between Windward Point Court and Lot 5-A.

Less and Except: All that certain piece, parcel, or lot of land, with the improvements thereon, situate, located, lying and being in the County of Lexington, State of South Carolina, the same being shown and delineated as Parcel B-2 containing (1,043 square feet, more or less) more or less, as shown and delineated upon a Plat prepared for Norris L. Bowen and Jo Ann Bowen by Survey & Mapping Services, dated September 14, 2011, recorded in the Office of Deeds for Lexington County in Book R15084 at Page 258; and having such boundaries and measurements as shown thereon, more or less.

This being a portion of the property conveyed to Bryon J. Dolan by deed of James L. Casterline, Jr. and Dorothy C. Casterline dated September 30, 1999 and recorded October 15, 1999 in Book R5490 at Page 159; subsequently, Bryon J. Dolan conveyed a one half undivided interest in the subject property to Lisa S. Dolan by deed dated August 22, 2000 and recorded August 24, 2000 in Book R5936 at Page 326. Also, property conveyed to Bryon J. Dolan and Lisa S. Dolan by deed of South Carolina Electric & Gas Company dated February 4, 2002 and recorded February 5, 2002 in Book R6978 at Page 27.

Property Address: 540 Windward Pt Ct
Columbia, SC 29212

TMS# 002621-01-011


Rogers Townsend & Thomas, PC
ATTORNEYS FOR PLAINTIFF

Samuel C. Waters (SC Bar #5958)
Reginald P. Corley (SC Bar #69453)
Ellie C. Floyd (SC Bar #68635)
Eve Moredock Stacey (SC Bar #5300)
Robert P. Davis (SC Bar #74030)
Vance L. Brabham, III (SC Bar #71250)
Andrew W. Montgomery (SC Bar #79893)

Cheryl H. Fisher (SC Bar #15213)
Jennifer W. Rubin (SC Bar #16727)
Michael P. Morris (SC Bar #73560)
Mary R. Powers (SC Bar #16534)
William S. Koehler (SC Bar #74935)
Jaclynn B. Goings (SC Bar #77501)
Andrew A. Powell (SC Bar #100210)

220 Executive Center Drive
Columbia, SC 29210

Post Office Box 100200 (29202)
(803) 744-4444

Columbia, South Carolina
July 6, 2012

STATE OF SOUTH CAROLINA

COUNTY OF LEXINGTON

FV-I, Inc. in trust for Morgan Stanley Mortgage
Capital Holdings LLC,

Plaintiff,

v.

Bryon J. Dolan; Lisa S. Dolan; First Citizens Bank
and Trust Company, Inc.; Wells Fargo Bank,
N.A.; Branch Banking and Trust Company;

Defendant(s).

(011792-00355)

IN THE COURT OF COMMON PLEAS

DOCKET NO.

FILED
2012 JUL 11 11:00

BETH A. CARRIGG
CLERK OF COURT
LEXINGTON SC

SUMMONS
(NON-JURY)
FORECLOSURE OF REAL ESTATE
MORTGAGE
Deficiency Judgment Demanded

2012 CP 3202816

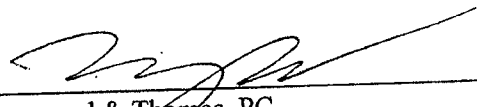
TO THE DEFENDANT(S) ABOVE NAMED:

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 FV-I, Inc. in trust for Morgan Stanley Mortgage Capital Holdings LLC.



Rogers Townsend & Thomas, PC
ATTORNEYS FOR PLAINTIFF

Samuel C. Waters (SC Bar #5958)
Reginald P. Corley (SC Bar #69453)
Ellie C. Floyd (SC Bar #68635)
Eve Moredock Stacey (SC Bar #5300)
Robert P. Davis (SC Bar #74030)
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Andrew A. Powell (SC Bar #100210)

220 Executive Center Drive
Columbia, SC 29210

Post Office Box 100200 (29202)
(803) 744-4444

Columbia, South Carolina
July 6, 2012

STATE OF SOUTH CAROLINA

COUNTY OF LEXINGTON

FV-I, Inc. in trust for Morgan Stanley Mortgage
Capital Holdings LLC,

Plaintiff,

v.

Bryon J. Dolan; Lisa S. Dolan; First Citizens Bank
and Trust Company, Inc.; Wells Fargo Bank,
N.A.; Branch Banking and Trust Company;

Defendant(s).

(011792-00355)

IN THE COURT OF COMMON PLEAS

DOCKET NO.

FILED
2012 JUL 24 P 11:00

COMPLAINT

(NON-JURY)

FORECLOSURE OF REAL ESTATE
MORTGAGE
Deficiency Judgment Demanded

BETH A. CARRIGG
CLERK OF COURT
LEXINGTON SC

2012 CP 3202816

Plaintiff alleges:

1. This is an action for the foreclosure of a mortgage upon certain real estate in Lexington County, South Carolina.
2. Pursuant to S.C. Code Section 33-15-101(b)(8) Plaintiff is a corporation or other legal entity collecting debts and / or enforcing mortgages, security interests or other rights in property securing debts.
3. 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.
4. The Plaintiff's servicing agent for the mortgage loan described in this foreclosure action is participating in the Home Affordable Modification Program ("HMP"), but the subject loan is not eligible for modification because the borrower's request is incomplete.
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 March 28, 2005, Bryon J. Dolan made, executed and delivered a certain Adjustable Rate Note ("Note") in the principal sum of \$721,000.00, payable in monthly installments.

8. In order to secure the payment of the Note according to the terms and conditions thereof, Bryon J. Dolan and Lisa S. Dolan made, executed and delivered unto Mortgage Electronic Registration Systems, Inc. as nominee for Branch Banking and Trust Company of South Carolina, its successors and assigns (MIN# 100159966122742991) 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, with the improvements thereon, if any, situate, lying and being in the County of Lexington, State of South Carolina, being shown and delineated as Lot 5 (but sometimes known as Lot 5B or Parcel B), fronting on Winward Point Ct. on a plat prepared for Bryon J. and Lisa Dolan by Withworth & Associates, Inc., dated December 4, 2002 and recorded in the Office of the ROD for Lexington County in Book R7757 at Page 154, and having such metes and bounds as shown on said plat.

Also: A non-exclusive Easement for ingress/egress to Lot 5 (a/k/a Lot 5-B) over, through and across Lot 5-A (a/k/a Parcel A) as shown and delineated upon that certain Plat prepared for Norris L. Bowen and Jo Ann Bowen by Survey & Mapping Services dated September 14, 2011, recorded in the Office of Deeds for Lexington County and being more particularly described as "New Ingress/Egress Easement to 540 Windward Point Ct." shown as a small triangular shaped portion of Lot 5-A having an area of (206.25 square feet, more or less) located at the North-East line between Windward Point Court and Lot 5-A.

Less and Except: All that certain piece, parcel, or lot of land, with the improvements thereon, situate, located, lying and being in the County of Lexington, State of South Carolina, the same being shown and delineated as Parcel B-2 containing (1,043 square feet, more or less) more or less, as shown and delineated upon a Plat prepared for Norris L. Bowen and Jo Ann Bowen by Survey & Mapping Services, dated September 14, 2011, recorded in the Office of Deeds for Lexington County in Book R15084 at Page 258; and having such boundaries and measurements as shown thereon, more or less.

This being a portion of the property conveyed to Bryon J. Dolan by deed of James L. Casterline, Jr. and Dorothy C. Casterline dated September 30, 1999 and recorded October 15, 1999 in Book R5490 at Page 159; subsequently, Bryon J. Dolan conveyed a one half undivided interest in the subject property to Lisa S. Dolan by deed dated August 22, 2000 and recorded August 24, 2000 in Book R5936 at Page 326. Also, property conveyed to Bryon J. Dolan and Lisa S. Dolan by deed of South Carolina Electric & Gas Company dated February 4, 2002 and recorded February 5, 2002 in Book R6978 at Page 27.

Property Address: 540 Windward Pt Ct
Columbia, SC 29212

TMS# 002621-01-011

9. The Mortgage was signed, witnessed and probated March 28, 2005; thereafter the Mortgage was recorded in the Office of the RMC/ROD for Lexington County on March 31, 2005, in Mortgage Book R10015 at Page 280. This Mortgage was subsequently assigned to Branch Banking and

Trust Company by deed of September 25, 2009 and recorded October 12, 2009 in Book R13894 at Page 6; subsequently assigned to the Plaintiff herein by assignment dated July 8, 2011 and recorded July 8, 2011 in Book R14959 at Page 331 and by assignment dated September 30, 2011 and recorded October 3, 2011 in Book R15087 at Page 321. This Mortgage is subject to a Mortgage Modification dated September 29, 2011 and recorded September 30, 2011 in Book R15084 at Page 266. Also subject to a Partial Release of Real Estate Mortgage dated October 5, 2011 and recorded October 17, 2011 in Book R15110 at Page 3.

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 R10015 at Page 280 lien on the mortgaged premises.

11. After all payments received by the Plaintiff have been credited to the subject loan, the loan is in default and due for March 1, 2011, 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, 2011, the principal sum of \$721,000.00, with interest from February 1, 2011, advances, late charges, and also for the costs and disbursements of this action, including attorney's fees.

12. Pursuant to South Carolina Code Sections 29-3-650 and 29-3-660, Plaintiff specifically demands or reserves its right to a personal or deficiency judgment, unless heretofore or hereafter released, against the Notemaker(s) hereby obligated for the above-described debt.

13. 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.

14. 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.

15. 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.

16. 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. First Citizens Bank and Trust Company, Inc., by virtue of a mortgage given by Bryon Dolan a/k/a Bryon J. Dolan and Lisa S. Dolan in the amount of \$250,000.00, dated December 29, 2006, and recorded January 4, 2007 in Book R11662 at Page 69 Also including any other liens they may have. This Mortgage is subject to a Mortgage Modification dated September 29, 2011 and recorded September 30, 2011 in Book R15084 at Page 264. Also subject to a Partial Release of Mortgage Lien recorded October 17, 2011 in Book R15110 at Page 1.

B. Wells Fargo Bank, N.A., by virtue of a judgment against Bryon Dolan in the amount of \$12,319.11, dated June 17, 2010 and recorded on June 17, 2010 in Judgment Roll No. 09-CP-32-05583 Also including any other liens they may have.

C. Branch Banking and Trust Company, by virtue of a judgment against Bryon J. Dolan in the amount of \$80,483.74, dated April 25, 2011 and recorded on May 31, 2001 in Judgment Roll No. 09-CP-32-2811 Also including any other liens they may have.

17. A previous action for Foreclosure of this mortgage resulted in a Judgment of Foreclosure & Sale in the action Branch Banking and Trust Company v. Bryon J. Dolan, et al., in 09-CP-32-2263, filed May 26, 2010. That judgment included, in addition to Foreclosure of Plaintiff's mortgage:

- 1) Reformation of Plaintiff's mortgage to accurately described the property encumbered by Plaintiff's mortgage.

18. Plaintiff subsequently dismissed that Judgment of Foreclosure and Sale in as much as it pertained to foreclosure of Plaintiff's mortgage and released the Mortgagors from that portion of the judgment which pertained to foreclosure of Plaintiff's mortgage, but Plaintiff specifically preserved the Reformation, leaving this provision in full force and effect.

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) Declare Plaintiff's Mortgage a R10015 at Page 280 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.
- (3) Order the reimbursement of all costs for inspecting and securing the property incurred by the Plaintiff as a result of the delinquency.
- (4) 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.

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

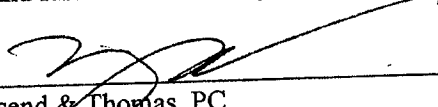
First, to the costs and expenses of the within action and sale;

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;

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

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


Rogers Townsend & Thomas, PC
ATTORNEYS FOR PLAINTIFF

Samuel C. Waters (SC Bar #5958)
Reginald P. Corley (SC Bar #69453)
Ellie C. Floyd (SC Bar #68635)
Eve Moredock Stacey (SC Bar #5300)
Robert P. Davis (SC Bar #74030)
Vance L. Brabham, III (SC Bar #71250)
Andrew W. Montgomery (SC Bar #79893)

Cheryl H. Fisher (SC Bar #15213)
Jennifer W. Rubin (SC Bar #16727)
Michael P. Morris (SC Bar #73560)
Mary R. Powers (SC Bar #16534)
William S. Koehler (SC Bar #74935)
Jaclynn B. Goings (SC Bar #77501)
Andrew A. Powell (SC Bar #100210)

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Columbia, SC 29210

Post Office Box 100200 (29202)
(803) 744-4444

Columbia, South Carolina
July 6, 2012

STATE OF SOUTH CAROLINA

COUNTY OF LEXINGTON

FV-I, Inc. in trust for Morgan Stanley Mortgage Capital Holdings LLC,

Plaintiff,

v.

Bryon J. Dolan; Lisa S. Dolan; First Citizens Bank and Trust Company, Inc.; Wells Fargo Bank, N.A.; Branch Banking and Trust Company;

Defendant(s).

(011792-00355)

IN THE COURT OF COMMON PLEAS

DOCKET NO.

FILED
2012 JUL -8 P 11:00

NOTICE OF FORECLOSURE INTERVENTION
Deficiency Judgment Demanded
BETH A. CARRIGG
CLERK OF COURT
LEXINGTON SC


2012CP3202816

PLEASE TAKE NOTICE THAT pursuant to the South Carolina Supreme Court Administrative Order 2011-05-02-01, you may have a right to Foreclosure Intervention.

To be considered for any available Foreclosure Intervention, you may communicate with and otherwise deal with the Plaintiff through its law firm, Rogers Townsend & Thomas, PC.

Rogers Townsend & Thomas, PC represents the Plaintiff in this action. Our law firm does not represent you. Under our ethical rules, we are prohibited from giving you any legal advice.

You must submit any requests for Foreclosure Intervention consideration within 30 days from the date you are served with this Notice. **IF YOU FAIL, REFUSE, OR VOLUNTARILY ELECT NOT TO PARTICIPATE IN FORECLOSURE INTERVENTION, THE FORECLOSURE ACTION MAY PROCEED.**


Rogers Townsend & Thomas, PC
ATTORNEYS FOR PLAINTIFF

Samuel C. Waters (SC Bar #5958)
Reginald P. Corley (SC Bar #69453)
Ellie C. Floyd (SC Bar #68635)
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Columbia, South Carolina
July 6, 2012

STATE OF SOUTH CAROLINA

COUNTY OF LEXINGTON

FV-I, Inc., in trust for Morgan Stanley
Mortgage Capital Holdings LLC,

Plaintiff,

vs.

Bryon J. Dolan; Lisa S. Dolan; First
Citizens Bank and Trust Company, Inc.;
Wells Fargo Bank, N.A.; Branch Banking
and Trust Company;

Defendants.

IN THE COURT OF COMMON PLEAS

Case No. 2012-CP-32-2816

ANSWER AND COUNTERCLAIM
(JURY TRIAL DEMANDED)

Defendants Bryon J. Dolan and Lisa S. Dolan (hereinafter "the Defendants") in answer to the Plaintiff's Complaint and as counterclaim, answers and alleges as follows:

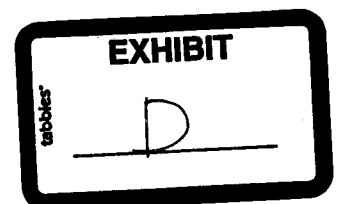
FOR A FIRST DEFENSE

1. Any allegation of the Complaint not herein admitted, qualified, or explained is denied. Any allegations of the Complaint subject of qualified admissions made herein are denied insofar as the allegations are not qualifiedly admitted, and any allegations of the Complaint subject of any other qualifications or explanations herein are denied insofar as they are not otherwise qualified or explained.

2. Answering the allegations of paragraph 1 of the Complaint, the Defendants admit the same to the extent that the Complaint states a cause of action for mortgage foreclosure.

3. Answering the allegations of paragraphs 2 and 3 of the Complaint, the Defendants lack sufficient knowledge or information to form a belief as to the truth or falsity of the same.

4. Answering the allegations of paragraph 4 of the Complaint, the Defendants admit that the Plaintiff or its servicing agent is a participant in the Home Affordable Modification Program (hereinafter "HAMP"), but the Defendants deny the remaining allegations of the paragraph.



5. Answering the allegations of paragraph 5 of the Complaint, the Defendants admit the same as it pertains to Defendants Bryon J. Dolan and Lisa S. Dolan.

6. Answering the allegations of paragraph 6 of the Complaint, the Defendants admit the same.

7. Answering the allegations of paragraph 7 of the Complaint, the Defendants admit that Defendant Bryon J. Dolan signed a note, which note reads as it reads.

8. Answering the allegations of paragraph 8 of the Complaint, the Defendants admit Defendants Bryon J. Dolan and Lisa S. Dolan signed a mortgage, which document reads as it reads.

9. Answering the allegations of paragraph 9 of the Complaint, the Defendants lack sufficient knowledge or information to form a belief as to the truth or falsity of the same.

10. Answering the allegations of paragraph 10 of the Complaint, the Defendants deny the same.

11. Answering the allegations of paragraph 11 of the Complaint, the Defendants deny the same.

12. Answering the allegations of paragraph 12 of the Complaint, the Defendants admit the Plaintiff demands what it demands, but the Defendants deny the Plaintiff is entitled to what it demands.

13. Answering the allegations of paragraph 13 of the Complaint, the Defendants deny the same.

14. Answering the allegations of paragraph 14 of the Complaint, the Defendants deny the same.

15. Answering the allegations of paragraph 15 of the Complaint, the Defendants admit that the Plaintiff requests what it requests but deny the Plaintiff is entitled to what it requests.

16. Answering the allegations of paragraph 16 of the Complaint, the Defendants lack sufficient knowledge or information to form a belief as to the truth or falsity of the same.

17. Answering the allegations of paragraph 17 of the Complaint, the Defendants admit upon information and belief that a judgment was previously rendered in the referenced suit but deny that the judgment rendered any relief in favor of the Plaintiff. The judgment reads as it reads.

18. Answering the allegations of paragraph 18 of the Complaint, the Defendants deny the same as written.

19. No answer to the prayer in the Complaint is required.

FOR A SECOND DEFENSE

20. Each assertion set forth in this pleading that is consistent with the following is incorporated herein by reference as if here set forth verbatim.

21. The Plaintiff's predecessor in interest settled with the Defendants the matters subject of the Plaintiff's foreclosure claims.

22. The Defendants performed under the settlement until agents of the Plaintiff and its predecessor in interest told them not to continue to perform under the settlement.

23. The Plaintiff's predecessor in interest modified the terms of the subject note and mortgage through an agreement with the Defendants.

24. The Plaintiff has knowingly, intelligently, and voluntarily relinquished any right it may have had to bring this foreclosure case.

25. This is a waiver of any right the Plaintiff may have had to bring this foreclosure case.

FOR A THIRD DEFENSE

26. Each assertion set forth in this pleading that is consistent with the following is incorporated herein by reference as if here set forth verbatim.

27. The Plaintiff and its predecessors, if any, themselves and/or by and through their agents and servants, have engaged in such conduct with respect to the loan subject of this action as to make the Plaintiff's hands unclean with regard to the matters subject of this action.

28. This conduct includes, but is not necessarily limited to, representing to the Defendants that the matters subject of the Plaintiff's foreclosure claim were settled.

29. This conduct relates directly to the subject matter of this action.

30. The said conduct has proximately caused the Defendants prejudice and injury.

FOR A FOURTH DEFENSE

31. Each assertion set forth in this pleading that is consistent with the following is incorporated herein by reference as if here set forth verbatim.

32. The Plaintiff and its predecessors, if any, themselves and/or by and through their agents and servants, have engaged in conduct that was calculated to convey the impression to the Defendants that the matters subject of the Plaintiff's foreclosure claim were settled.

33. The Plaintiff and its predecessors, if any, themselves and/or by and through their agents and servants, intended, or at least expected or desired, that the Defendants would rely upon the impressions conveyed by this conduct.

34. The Plaintiff or its predecessor in interest knew that the status of the matters subject of this action could not be both as it represented to the Defendants and as it claims in this action.

35. The Defendants lacked the means to determine the true status of these matters.

36. The Defendants accordingly relied on these representations to their prejudice.

FOR A FIFTH DEFENSE

37. Each assertion set forth in this pleading that is consistent with the following is incorporated herein by reference as if here set forth verbatim.

38. The Plaintiff has no standing to bring this case.

39. The Plaintiff, upon information and belief, does not own the note subject of this case.

40. At most, the Plaintiff acquired from Mortgage Electronic Registration Systems, Inc. (or assignees thereof) its nominee status with respect to the loan at issue.

FOR A SIXTH DEFENSE AND AS COUNTERCLAIM

41. Each assertion set forth in this pleading that is consistent with the following is incorporated herein by reference as if here set forth verbatim.

42. There is need in this action for discovery of the exact manner in which the Plaintiff has assessed charges and applied payments with regard to the debt subject of this action.

43. The Defendants are entitled to an accounting with regard to the same.

FOR A SEVENTH DEFENSE

44. Each assertion set forth in this pleading that is consistent with the following is incorporated herein by reference as if here set forth verbatim.

45. The note and mortgage at issue were created through a process designed to deprive registers of deeds (and, here, the Lexington County Register of Deeds) of their lawful fees for the recording of mortgage assignments.

46. The note and mortgage are void for illegality.

FOR AN EIGHTH DEFENSE AND AS COUNTERCLAIM

47. Each assertion set forth in this pleading that is consistent with the following is incorporated herein by reference as if here set forth verbatim.

48. Actions of the Plaintiff and its predecessors, if any, themselves and/or by and through their agents and servants, such actions including, but not necessarily being limited to, those stated in this pleading, constitute violations of the South Carolina Unfair Trade Practices Act, S.C. Code Ann. § 39-5-10, *et seq.*

49. The Plaintiff knew or should have known that the said actions were violations of the Unfair Trade Practices Act and were unfair and deceptive acts in trade or commerce.

50. These actions are capable of repetition, including, but not necessarily limited to, in that the Plaintiff and its predecessors, if any, is a lender and mortgage servicer that engages in collection practices and brings and directs mortgage foreclosure actions and in that the Plaintiff is a participant in the Home Affordable Modification Program.

51. The Defendants have suffered damages as a result of the said actions.

52. The Defendants are entitled to treble damages, reasonable attorney's fees, and costs.

FOR A NINTH DEFENSE AND AS COUNTERCLAIM

53. Each assertion set forth in this pleading that is consistent with the following is incorporated herein by reference as if here set forth verbatim.

54. The Plaintiff has breached the modified terms of the note and mortgage.

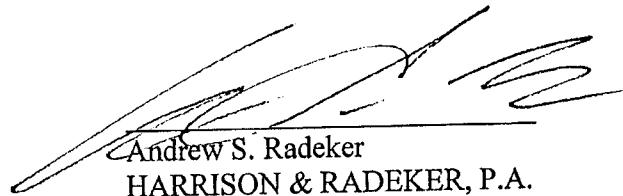
55. The Plaintiffs' aforesaid breach or breaches proximately caused damage to the Defendants.

56. The Defendant is entitled to recover damages from the Defendant.

WHEREFORE, the Defendant prays for the Court to:

- (a) Issue an Order dismissing the Complaint with prejudice;
- (b) Deny the Plaintiff the relief it seeks in this action;
- (c) Specifically enforce the modification agreement;
- (d) Award the Defendant actual damages, punitive damages, treble damages, and all applicable statutory penalties;
- (e) Award the Defendant reasonable attorney's fees;
- (f) Award the Defendant the costs and expenses of this action; and
- (g) Grant the Defendant such other and further relief as the court deems just and proper.

Respectfully submitted,



Andrew S. Radeker
HARRISON & RADEKER, P.A.
Post Office Box 50143
Columbia, South Carolina 29250
(803) 779-2211
(803) 779-6700 (facsimile)
drew@harrisonfirm.com (email)

ATTORNEY FOR DEFENDANTS
BRYON J. DOLAN AND LISA S. DOLAN

Columbia, South Carolina
August 8, 2012

STATE OF SOUTH CAROLINA

IN THE COURT OF COMMON PLEAS

COUNTY OF LEXINGTON

FILED

DOCKET No. 2012-CP-32-2816

FV-I, Inc., in trust for Morgan Stanley
Mortgage Capital Holdings LLC,

2014 MAY 1 P 3:49

Plaintiff,

vs.

BETH A. CARRIGG
CLERK OF COURT
LEXINGTON

**ORDER BIFURCATING ACTION AND
REFERRING FORECLOSURE CLAIM
TO MASTER-IN-EQUITY**

Bryon J. Dolan; Lisa S. Dolan; First Citizens
Bank and Trust Company, Inc.; Wells Fargo
Bank, N.A.; Branch Banking and Trust
Company,

Defendants.

(511792.355 CSG)

WHEREAS, Plaintiff FV-I, Inc., in trust for Morgan Stanley Mortgage Capital Holdings LLC ("Plaintiff") brought this action to foreclosure a mortgage lien on property more fully described in the Complaint;

WHEREAS, Defendants Bryon J. Dolan and Lisa S. Dolan ("Defendants") filed and Answer and Counterclaim against Plaintiff;

WHEREAS, the answering parties hereto have agreed and stipulated to bifurcate this action pursuant to Rule 42(b), SCRPC; and

WHEREAS, it appearing that pursuant to Rule 53 of the South Carolina Rules of Civil Procedure, that the answering parties hereto have agreed and stipulated that the Plaintiff's foreclosure claim and equitable counterclaim for Accounting be referred to The Honorable James O. Spence, as Master in Equity for Lexington County.

NOW, THEREFORE, by consent of the parties in accordance with their agreement,
IT IS HEREBY ORDERED THAT:

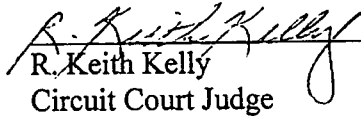
1. This action is hereby bifurcated, the Defendants' counterclaims for Breach of Contract and Unfair Trade Practices are severed from Plaintiff's foreclosure action, and that Defendants may proceed on these counterclaims in a separate trial;

2. Plaintiff's foreclosure claim and equitable counterclaim for Accounting is referred to The Honorable James O. Spence, Master in Equity for Lexington County to take testimony and to direct entry of final judgment in this action under Rule 53(b), SCRPC, and all matters arising from or reasonably related to such action. The Master in Equity shall retain jurisdiction to



perform all necessary acts incident to this foreclosure action including issuance of a writ of assistance or issuance of any rule to show cause including but not limited to any rule to show cause why a party should not be bound by the judgment of foreclosure. Further, the Master in Equity shall retain jurisdiction to hear any action contesting the validity of the foreclosure action or sale or any motions pursuant to the South Carolina Rules of Civil Procedure including but not limited to Rule 60(b). Pursuant to Rule 53(e), SCRCP, any appeal from the final judgment entered by the Master in Equity shall be to the Supreme Court or the Court of Appeals as provided by the South Carolina Appellate Court Rules.

AND IT IS SO ORDERED!


R. Keith Kelly
Circuit Court Judge

Lexington, South Carolina

17 April, 2014

COPY

STATE OF SOUTH CAROLINA)
)
 COUNTY OF LEXINGTON)
)
 FV-I, Inc., in trust for Morgan Stanley)
 Mortgage Capital Holdings LLC,)
)
 Plaintiff,)
)
 v.)
)
 Bryon J. Dolan; Lisa Dolan; First Citizens)
 Bank and Trust Company, Inc.; Wells)
 Fargo Bank, N.A.; Branch Banking and)
 Trust Company,)
)
 Defendant.)
 _____)

IN THE COURT OF COMMON PLEAS
 ELEVENTH JUDICIAL CIRCUIT

C/A No.: 2012-CP-32-2816

VERDICT

FILED
 2014 APR 18 A 8:39
 BETH A. CARRIGG
 CLERK OF COURT
 LEXINGTON SC

The jury must unanimously agree on the verdict. Once you have completed this form, the foreperson of the jury should sign and date the form.

Question 1: Did the Dolans prove by a preponderance of the evidence that FV-I, Inc. breached the contract?

Yes _____ No X

If your answer to Question 1 was "Yes", then please set forth the amount of the actual damages.
 \$ _____

If your answer to Question 1 was "No", then the forelady should sign and date this verdict form.

April 17, 2014

Kennedy-Forbes
 Foreperson



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

JUDGMENT IN A CIVIL CASE
 CASE NUMBER **2012CP3202816**

FV I Inc

Morgan Stanley Mortgage
 Capital Holdings LLC

Ervon J Dolan

Lisa S Dolan

2014 APR 18

First Citizens Bank and
 Trust Company Inc
 Branch Banking and
 Trust Company

Wells Fargo Bank NA

BETH A. CARRIGG
 CLERK OF COURT
 LEXINGTON SC

PLAINTIFF(S)

DEFENDANT(S)

Submitted by: Court

Attorney for: Plaintiff Defendant
 Self-Represented Litigant

DISPOSITION TYPE (CHECK ONE)

- JURY VERDICT.** This action came before the court for a trial by jury. The issues have been tried and a verdict rendered.
- DECISION BY THE COURT.** This action came to trial or hearing before the court. The issues have been tried or heard and a decision rendered. See Page 2 for additional information.
- ACTION DISMISSED (CHECK REASON):** Rule 12(b), SCRPC; Rule 41(a), SCRPC (Vol. Nonsuit);
 Rule 43(k), SCRPC (Settled); Other: _____
- ACTION STRICKEN (CHECK REASON):** Rule 40(j) SCRPC; Bankruptcy;
 Binding arbitration, subject to right to restore to confirm, vacate or modify arbitration award; Other: _____
- DISPOSITION OF APPEAL TO THE CIRCUIT COURT (CHECK APPLICABLE BOX):**
 Affirmed; Reversed; Remanded; Other:

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 JUDGMENT INDEX

Complete this section below when the judgment affects title to real or personal property or if any amount should be enrolled. If there is no judgment information, indicate "N/A" in one of the boxes below.

Judgment in Favor of (List name(s) below)	Judgment Against (List name(s) below)	Judgment Amount To be Enrolled (List amount(s) below)

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

The judgment information above has been provided by the submitting party. Disputes concerning the amounts contained in this form may be addressed by way of motion pursuant to the SC Rules of Civil Procedure. Amounts to be computed such as interest or additional taxable costs not available at the time the form and final order are submitted to the judge may be provided to the clerk. **Note: Title abstractors and researchers should refer to the official court order for judgment details.**

4/18/2014

K. Keith Kelly
Circuit Court Judge

2165
Judge Code

17 April 2014
Date

For Clerk of Court Office Use Only

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

Charles Stuart Gwynne Jr. PO Box 100200 Columbia, SC 292023200

Andrew Sims Radeker PO Box 50143 Columbia, SC 29250

ATTORNEY(S) FOR THE PLAINTIFF(S)

ATTORNEY(S) FOR THE DEFENDANT(S)

Beth A. Carrigg *[Signature]*

Court Reporter

Beth A. Carrigg - Clerk of Court

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.

THE STATE OF SOUTH CAROLINA
In the Court of Appeals

APPEAL FROM LEXINGTON COUNTY
Court of Common Pleas

R. Keith Kelly, Circuit Court Judge

Appellate Case No. 2014-001384

RECEIVED

JUL 14 2014

SC Court of Appeals

FV-I, Inc., in trust for Morgan Stanley Mortgage
Capital Holdings LLC.....Respondent,

vs.

Byron J. Dolan; Lisa S. Dolan; First Citizens Bank and
Trust Company, Inc.; Wells Fargo Bank, N.A.; Branch
Banking and Trust CompanyDefendants,

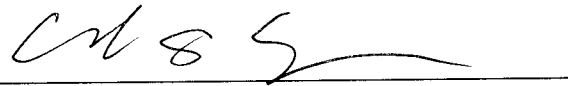
Of whom

Byron J. Dolan and Lisa S. Dolan, are..... Appellants.

PROOF OF SERVICE

I HEREBY CERTIFY that I have served the **RESPONDENT’S MOTION TO DISMISS APPEAL AND MEMORANDUM OF LAW** on Appellants and other Defendants by depositing copies of it in the United States Mail, postage prepaid, on July 10, 2014, at the addresses shown on the attachment listing Other Counsel of Record and Parties.

July 10, 2014



Charles S. Gwynne Jr. (SC Bar # 73844)
Jason D. Wyman (SC Bar # 100271)
ROGERS TOWNSEND & THOMAS, PC
220 Executive Center Drive – Suite 109 (29210)
Post Office Box 100200
Columbia, South Carolina 29202-3200
(803)771-7900
Attorney for the Respondent
Rogers Townsend & Thomas, PC and its staff are debt collectors

Other Counsel of Record and Parties:

Andrew S. Radeker, Esquire
Harrison & Radeker, P.A.
PO Box 50143
Columbia, SC 29250

Adam H. Schanz, Esquire
Crawford & von Keller, LLC
PO Box 4216
Columbia, SC 29204

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CHARLES S. GWYNNE JR.
SHAREHOLDER
CHARLIE.GWYNNE@RTT-LAW.COM
P 803.744.1933
F 803.343.7017

LICENSED IN SOUTH CAROLINA



July 10, 2014

The Honorable Jenny Abbott Kitchings
The South Carolina Court of Appeals Clerk of Court
1015 Sumter Street
Columbia, South Carolina 29201

RECEIVED

JUL 14 2014

SC Court of Appeals

RE: FV-I, Inc. in trust for Morgan Stanley Mortgage Capital Holdings LLC v. Bryon J. Dolan; Lisa S. Dolan; First Citizens Bank, Wells Fargo Bank, N.A., Branch Banking and Trust Company
Appellate Case # 2014-001384
C/A No.: 12-CP-32-2816
Our file: 511792.00355

Dear Ms. Kitchings:

Enclosed are the original and seven (7) copies of the Respondent's Motion to Dismiss Appeal and Memorandum of Law, along with a Proof of Service. Please return a filed copy of the document to me in the enclosed self-addressed, postage pre-paid envelope provided for your convenience. Also included is my firm's check for \$25 representing the filing fee.

By copy of this letter, I am serving a copy of the Respondent's Motion to Dismiss Appeal and Memorandum of Law and Proof of Service on all parties to this appeal.

Thank you for your assistance in this matter.

With kind personal regards, I am

Sincerely yours,

A handwritten signature in black ink, appearing to be "CSG", written over a white background.

Charles S. Gwynne Jr.

/dm
Enclosures as stated

cc:

Andrew S. Radeker, Esquire
Harrison & Radeker, P.A.
PO Box 50143
Columbia, SC 29250

Adam H. Schanz, Esquire
Crawford & von Keller, LLC
PO Box 4216
Columbia, SC 29204

ATTORNEYS AT LAW
ROGERS TOWNSEND & THOMAS, PC
POST OFFICE BOX 100200
COLUMBIA, SOUTH CAROLINA 29202
RTT-LAW.COM

neopost
07/10/2014
FIRST CLASS
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Z
01

RECEIVED

JUL 14 2014

SC Court of Appeals

**The Honorable Jenny Abbott Kitchings
The South Carolina Court of Appeals
Clerk of Court
1015 Sumter Street
Columbia, SC 29201**