

28

FORM 4

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

JUDGMENT IN A CIVIL CASE

CASE NO: 2011-CP-40-7826

Bank of America, N.A., successor by merger to
BAC Home Loans Servicing, LP

Kermit G. White, and First National Bank of
Omaha,

PLAINTIFF(S),

DEFENDANT(S).

F11-05294

Submitted by: Korn Law Firm, P.A.	Attorney for: <input checked="" type="checkbox"/> Plaintiff	<input type="checkbox"/> Defendant
	or <input type="checkbox"/> 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 _____

RICHLAND COUNTY
 FILED
 2014 JUL 21 AM 11:15
 JEANETTE W. HOBRIDE
 C.C.P. & G.S.

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: Foreclosure Action

RECEIVED

AUG 11 2014

SC Court of Appeals

SCANNED

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)
Bank of America, N.A., successor by merger to BAC Home Loans Servicing, LP	Kermit G. White	\$N/A
		\$
		\$

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

Property Address: 3321 Prentice Avenue, Columbia, South Carolina 29205 TMS #: 13801-05-10

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.**

Master In Equity

2097
Judge Code

5-17-14
Date

For Clerk of Court Office Use Only

This judgment was entered on the 21 day of July, 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:

Korn Law Firm, PA
PO Box 11264
Columbia, SC 29211-1264
ATTORNEY FOR THE PLAINTIFF

ATTORNEY(S) FOR THE DEFENDANT(S)
Jeanette W. McBride
CLERK OF COURT

Court Reporter: _____

Form 4 Attachment

First National Bank of Omaha
c/o Cynthia M. Lover, Esquire
2411 North Oak Street
The Founders Centre, Suite 305-D
Myrtle Beach, SC 29577

Kermit G. White
3321 Prentice Avenue
Columbia, SC 29205

STATE OF SOUTH CAROLINA

COUNTY OF RICHLAND

Bank of America, N.A., successor by merger to BAC Home Loans Servicing, LP,

PLAINTIFF,

vs.

Kermit G. White, and First National Bank of Omaha,

DEFENDANTS.

IN THE COURT OF COMMON PLEAS

MASTER'S ORDER AND JUDGMENT OF FORECLOSURE AND SALE

(NON-JURY MORTGAGE FORECLOSURE)

C/A NO: 2011-CP-40

DEFICIENCY WAIVER

RICHLAND COUNTY
FILED
2014 JUL 21 AM 11:15
JEANETTE W. MCBRIDE
P.C. & G.S.

F11-05294

TO:

Korn Law Firm, P.A.
Attorney for Plaintiff

Kermit G. White
Defendant pro se

The loan is no longer subject to the Supreme Court of South Carolina's Administrative Order 2011-05-02-01 because the Mortgagor(s) have been served with the required notice of rights, and more than 30 days have elapsed since service upon the Mortgagor(s), and, the Mortgagor(s) have failed, refused, or voluntarily elected not to participate in any foreclosure intervention process.

Pursuant to Rule 53 SCRPC, the above-entitled matter was referred to the undersigned to make appropriate findings of fact and conclusions of law with authority to enter a final judgment in the cause.

Pursuant to the said Order of Reference a hearing was held, attended by the attorneys of record, the testimony was taken, which is reported herewith, and from the testimony and evidence, I find conclude and order as follows:

FINDINGS OF FACT:

1. The Lis Pendens was filed on November 16, 2011.
2. The Summons and Complaint were filed on November 16, 2011.
3. Service was made upon the Defendant(s) named in this Report as is shown by the Proof(s) of Service filed herein.
4. That the Defendants First National Bank of Omaha is in default as shown by Affidavit on file herein.
5. The Defendants and/or all attorneys of record were notified of the time, date, and place of the hearing in this matter.

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SC Court of Appeals

6. According to the Affidavit filed herein, no Defendant in default is in the Military Service of the United States of America, as contemplated under the Servicemembers Civil Relief Act, and any amendments thereto.

7. For value received, Kermit G White made, executed and delivered a Note dated August 26, 2002, promising thereby to pay to the order of Bank of America, N.A. the sum of Eighty-Three Thousand And 00/100 Dollars (\$83,000.00), with interest at 6.875 percent per annum. Other terms and conditions are stated in the Note, which is of record herein.

8. To better secure the payment of the Note described above, the said Kermit G White made, executed and delivered to Bank of America, N.A. a Mortgage in writing, dated August 26, 2002, covering real property in Richland County, which is the same as that described in the Complaint. The mortgage was filed on September 3, 2002, and is of record in the Office of the Register of Deeds for Richland County in Mortgage Book 00699 at page 2310.

9. The above referenced instrument constitutes a first lien priority mortgage.

10. Payment due on the Note has not been made as provided for therein, and the Plaintiff, as the holder thereof, has elected to require immediate payment of the entire amount due thereon and has placed the Note and Mortgage in the hands of the attorney herein for collection.

11. I find that since the inception of this action, plaintiff's attorney has assumed responsibility for the institution of this action and has searched and updated the title on the subject property from the date the current owner received the property or the date the mortgage was executed to the date of the filing of the Lis Pendens. He has been responsible for the preparation of the following pleadings:

1. Lis Pendens
2. Summons and Complaint
3. Affidavit of Default
4. Order of Reference
5. Notice of Hearing
6. Proposed Final Decree
7. Notice of Sale
8. Transcript of Testimony
9. Other documents as applicable pertaining to service and finalization of this action.

Additionally, he has arranged for service of process on the defendant(s), has scheduled and attended the hearing in this matter, has provided reinstatement figures to the primary defendant, if requested, and has had telephone conversations with the defendant(s), if requested. Future duties include forwarding copies of the Decree to the defendant(s), advising the defendant(s) of the date that the property will be sold, arranging and coordinating the amount to be bid by plaintiff, representation of plaintiff at sale and preparation of after sale documentation as required. In light of the potential liabilities inherent in a property matter, the attendant responsibilities and the size of the mortgage debt, I find that the attorney

fees requested by the plaintiff in the amount of two thousand five hundred eighty-nine and 00/100 (\$ 2,589.00) are reasonable.

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

(a)	Principal due as of 11/01/2010	\$ 73,884.64
(b)	Interest from 10/01/2010 through 06/18/2014 at 6.875%	\$ 18,862.30
(c)	Escrow adjustments (debits or credits)	\$ 8,827.94
(d)	Property Inspections	\$ 180.00
(e)	Costs of Collections Prior to Hearing	\$ 855.00
(f)	Unapplied funds	(\$ 988.35)
(g)	Attorney Fees	\$ 2,589.00
	TOTAL DEBT secured by Note and Mortgage, including interest to date shown	\$104,210.53

(The above debt amount includes paid attorney fees and costs of \$1,655.00)

Interest for the period from the date shown in (b) above, through the date of this Judgment at the above stated rate to be added to the above stated "Total Debt" to comprise the amount of the judgment debt entered herein and interest after the date of judgment at the rate of 6.875 percent per annum (pursuant to the terms of the Note and Mortgage) on the judgment debt should be added to such judgment debt to comprise the amount of Plaintiff's debt secured by the mortgage through the date to which such interest is computed.

13. That the Defendant, First National Bank of Omaha, is made a party by virtue of a Judgment, in the amount of \$9,019.28 dated January 23, 2007, recorded January 25, 2007 in the Office of the Clerk of Court in Judgment Roll No. 2006-CP-40-0009.

14. That the Plaintiff specifically waives its rights to a deficiency judgment in the event the sale of the real estate herein does not yield a sum sufficient to satisfy all indebtedness due to the Plaintiff, including costs and attorney fees.

15. Since a personal or deficiency judgment is being waived, the bidding will not remain open but compliance with the bid may be made immediately.

16. That the servicer is participating in the Home Affordable Modification Program (HMP). The HMP modification process specified by the Guidelines or Supplemental Directive has been completed without resulting in a modification because the borrower defaulted under the terms of the HMP trial Plan.

CONCLUSION OF LAW

I, therefore, conclude as follows:

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

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED:

1. There is due to the Plaintiff on the obligation and mortgage set forth in the Complaint the sum of One Hundred Four Thousand Two Hundred Ten And 53/100 Dollars (\$104,210.53) representing the "Total Debt" due Plaintiff as set forth supra, together with interest at the rate provided therein on the balance of principal from the date aforesaid to the date hereof.

2. The amount due in the preceding paragraph (the "Total Debt" as set forth supra and later accrued interest on the principal) shall constitute the total judgment debt due the Plaintiff and shall bear interest hereafter at the rate of 6.875% percent per annum.

3. That the Defendants liable for the aforesaid mortgage debt shall, on or before the date of sale of the property hereinafter described, pay to the Plaintiff, or Plaintiff's attorney the amount of Plaintiff's debt as aforesaid, together with the costs and disbursements of this action.

4. That on default of payment at or before the time herein indicated, the mortgaged premises described in the Complaint, as hereinafter set forth, be sold by the Master in Equity at public auction at the Richland County Courthouse in Columbia, South Carolina, on some convenient sales day hereafter (and should the regular day of judicial sales fall on a legal holiday, then and in the such event, the sales day shall be on Tuesday next succeeding such holiday), on the following terms, that is to say:

A. FOR CASH: The Master in Equity will require a deposit of Five percent (5%) on the amount of the bid (in cash or equivalent) at the time of the sale, same to be applied on the purchase price only upon compliance with the bid, but in case of non-compliance within Twenty (20) days same to be forfeited and applied to the costs and Plaintiff's debt.

B. Interest on the balance of the bid shall be paid to the day of compliance at the rate of 6.875 percent.

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

D. The above referenced instrument constitutes a first lien priority mortgage.

E. The Purchaser is to pay for the deed preparation, for Deed Stamps and costs of recording the Deed.

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

6. Since a personal or deficiency judgment is being waived, the bidding will not remain open but compliance with the bid may be made immediately.

7. That the Master in Equity will, by advertisement according to law, give notice of the time, and place of sale, and the terms thereof; and will execute to the Purchaser, or Purchasers, a deed to the premises sold. The Plaintiff, or any other party to this action, may become a purchaser at such sale, and that if, upon such sale being made, the Purchaser, or Purchasers, should fail to comply with the terms thereof within Twenty (20) 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.

8. That the Master in Equity will apply the proceeds of the sale as follows:

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

NEXT: To the payment to the Plaintiff or Plaintiff's attorney, of the amount of Plaintiff's debt and interest, so much thereof as the purchase money will pay on the same.

NEXT: Any surplus will be held pending further order of the court.

9. It is further ORDERED, ADJUDGED AND DECREED that in the event the successful bidder to whom the deed of conveyance has been issued subsequent to the sale is other than the Defendants in possession herein, the Sheriff of Richland County is ordered and directed to eject and remove from the premises the occupants of the property sold, together with all personal property located thereon, and put the successful bidder to whom the deed of conveyance has been issued or his assigns in full, quiet and peaceable possession of said premises without delay, and to keep said successful bidder or his assigns in such peaceable possession. All valid tenant rights shall be protected.

10. And it is further ORDERED, ADJUDGED AND DECREED that each Defendant and all persons whomsoever claiming under him, her or them, be forever barred and foreclosed of all right, title, interest and equity of redemption in the said mortgaged premises so sold, or any part thereof.

11. And it is further ORDERED, ADJUDGED AND DECREED that any prior lien that has been paid in full is hereby satisfied and cancelled of record.

12. IT IS FURTHER ORDERED that the Deed of conveyance made pursuant to said sale shall contain the names of only the first-named Plaintiff and the first named Defendant and the Defendant who was the titleholder of the mortgaged property at the time of filing of the Notice of Pendency of the within action, and the name of the Grantee, and the Register of Deeds is authorized to omit from the indices pertaining to such conveyance the names of all parties not contained in said Deed.

13. The Master in Equity will retain jurisdiction to do all necessary acts incident to this foreclosure including, but not limited to, the issuance of a Writ of Assistance.

14. Upon issuance of a Master in Equity Report on Sale and Disbursements, the Register of Deeds is directed to release of record the mortgage lien being foreclosed, which mortgage lien is described as follows:

That Mortgage originally given to Bank of America, N.A. by Kermit G White, dated 8/26/2002 and recorded 9/3/2002, in Mortgage Book 00699 at page 2310.

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

LEGAL DESCRIPTION AND PROPERTY ADDRESS:

All that certain piece, parcel or lot of land, together with the improvements thereon, situate, lying and being in the County of Richland, State of South Carolina, the same being shown and designated as Lot No. 55 on Plat Layout of Loats adjoining Shandon Annex-Property of Richland Realty Co., by W.H. Miller, dated April 18, 1913, and recorded in the Register of Deeds Office for Richland County in Plat Book "C" at Page 101. The same being more particularly shown and designated on that certain plat prepared for C. Renee O'Kelley & Kermit G. White, by Baxter Land Surveying Co., Inc., dated September 4, 1997, and recorded in Plat Book 57 at Page 407, and having the same property shape, metes, measurements and bounds as shown on said latter plat, be all measurements a little more or less.

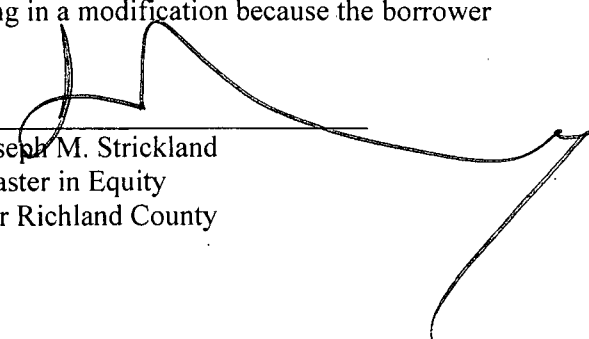
This being the same property conveyed to C. Renee O'Kelley by deed of Paul R. Povey and Terry M. Povey dated August 23, 1991 and recorded August 27, 1991 in the Office of the Register of Deeds for Richland County in Book D-1048 at Page 287. Thereafter, C. Renee O'Kelley conveyed an undivided one-half interest to Kermit G. White by deed dated September 5, 1997 and recorded September 11, 1997 in the Office of the Register of Deeds for Richland County in Book D-1406 at Page 690. Thereafter, C. Renee O'Kelley conveyed her interest in said property to Kermit G. White by deed recorded September 3, 2002 in the Office of the Register of Deed in Book 699 at Page 2307.

3321 Prentice Avenue, Columbia, South Carolina 29205

TMS 13801-05-10

16. IT IS FURTHER ORDERED that if the Plaintiff or the Plaintiff's representative does not appear at the scheduled sale of the above-described property, then the sale of the property will be null, void and of no force and effect. In such event, the sale will be rescheduled for the next available sales day.

17. IT IS FURTHER ORDERED that the servicer is participating in the Home Affordable Modification Program (HMP). The HMP modification process specified by the Guidelines or Supplemental Directive has been completed without resulting in a modification because the borrower defaulted under the terms of the HMP trial Plan.


Joseph M. Strickland
Master in Equity
For Richland County

Columbia, South Carolina

July 17, 2014.