

EDGEFIELD COUNTY  
CLERK OF COURT  
SAROLYN F. NEWBY

STATE OF SOUTH CAROLINA  
COUNTY OF EDGEFIELD

JUN 11 AM 10:58

Bernard Loyer, Jr., and Sherry Loyer,

PLAINTIFF,

VS.

S17 Owners Association, Inc.; John L. Avent;  
Frances Avent; Sylvia S. Berger; Robert J.  
Berning; Jeanne M. Clavel; Greg Connell;  
Gerald Crawford; Dorothy Crawford; Bruce  
C. Douglas; Jonathan D. Dunn; Les Galazka;  
Michael V. Goransky; Frank L. Gougher;  
David E. Harris; Cathryn A. Knight; John H.  
Lacher; Kyle R. Larson; Laura Linn; Roger  
McCoig; Charles Wilmot Miller, Michael  
O'Brien; Carolyn M. Rischbieter; William  
Satcher and Belinda Smith-Sullivan,

DEFENDANTS.

File Number 131003.00140

TO: Michael S. Medlock  
Attorneys for the Plaintiff  
2712 Middleburg Drive, Suite 200  
Columbia, SC 29204  
(803) 252-3340

Marsha M. Banks  
319 Park Ave SE  
Aiken, SC 29801

S-17 Owners Association, Inc.  
85 Rachel Ave  
Trenton, SC 29847

William Wesley Johnston, Jr.  
900 Elmwood Ave., Ste 200  
Columbia, SC 29201

IN THE COURT OF COMMON PLEAS

CASE NO. 2009-CP-19-00353

SPECIAL REFEREE'S  
ORDER AND JUDGMENT  
OF FORECLOSURE AND SALE

DEFICIENCY DEMANDED AGAINST S17  
OWNERS ASSOCIATION, INC.

NOT Subject to Home Affordable  
Modification Program

NOTICE: The original of this document was filed in  
the office of the Clerk of Court for Edgefield County:

#1  
KM

Robert J. Berning  
120 Pine Needle Rd  
Aiken, SC 29803

Paul Knapp Simons  
111 Park Ave SW  
Aiken, SC 29801

Pursuant to Circuit Court Rule 53(b) of the South Carolina Rules of Civil Procedure, the above-entitled matter was referred to the undersigned to make appropriate findings of facts and conclusions of law with authority to enter a final judgment in the cause.

Prior to the hearing on this matter, the Court received a Motion to Be Relieved as Counsel from William Wesley Johnston, Jr., Esq., seeking to be relieved as counsel for Robert J. Berning. No party having any objection, the Motion was and **IS HEREBY GRANTED**.

At the trial of the case, John L. Avent; Frances Avent; Sylvia S. Berger; Jeanne M. Clavel; Greg Connell; Gerald Crawford; Dorothy Crawford; Bruce C. Douglas; Jonathan D. Dunn; Les Galazka; Michael V. Goransky; Frank L. Gougher; David E. Harris; Cathryn A. Knight; John H. Lacher; Kyle R. Larson; Laura Linn; Roger McCoig; Michael O'Brien; Carolyn M. Rischbieter; William Satcher and Belinda Smith-Sullivan were represented by Ms. Banks. Charles Wilmot Miller was represented by Paul Knapp Simons. Robert J. Berning and S17 Owners Association, Inc., were unrepresented and did not appear. Mr. Medlock represented the Plaintiffs.

Pursuant to the said Order of Reference a hearing was held by this Court. At the hearing, evidence was presented and from the documents and records received into evidence by this Court, I find, conclude and order as follows:

#### FINDINGS

This Court has jurisdiction over the subject matter of this action and the parties hereto and it is the proper forum for the adjudication of this matter.

1. The Court has determined that Plaintiff has complied with the Administrative Order of the Supreme Court dated May 2, 2011 (2011-05-02-01) and the Administrative Order of the Supreme Court dated May 22, 2009 (2009-05-22-01).

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2. The Lis Pendens, Summons, and Complaint (and any amendments thereto or joinders thereto) as well as service affidavits for all defendants have been filed with the Clerk of Court for this county.

3. No Defendants are in default as shown by the Certificate filed herein.

4. The Defendants and/or all attorneys of record making either an appearance or filing a responsive pleading were notified of the time, date, and place of the hearing of this matter.

5. According to the affidavit(s) and certifications filed herein, any Defendant who is in default has been reviewed for his/her eligibility under The Servicemembers' Civil Relief Act of 2003 ("SCRA") and any amendments thereto and this review does not indicate any Defendant is eligible for protections.

6. No Defendant raised any credible issues related to Plaintiffs' standing to prosecute this action, and Plaintiffs are real parties in interest as contemplated by Rule 17(a), SCRCP. The Court finds that any issues related to Plaintiffs' standing or ability to prosecute this action are waived.

7. For value received, Defendant, S17 Owners Association, Inc., made, executed and delivered certain Notes dated April 22, 2006, promising thereby to pay to the order of various lenders various sums, but in particular, to Bernard Loyer, Jr. in the principal sum of \$40,000.00 with interest at the rate of 9.75% per annum; to Sherry Loyer in the principal sum of \$10,000.00 with interest at the rate of 9.75% per annum; and to Charles Wilmot Miller in the principal sum of \$15,000.00 with interest at the rate of 9.75% per annum. Other terms and conditions are stated in the Notes, which are of record herein.

8. To better secure the payment of the Note described above, the said Defendant S17 Owners Association, Inc., made, executed and delivered to Bernard Loyer, Sherry Loyer, John L. Avent; Frances Avent; Sylvia S. Berger; Robert J. Berning; Jeanne M. Clavel; Greg Connell; Gerald Crawford; Dorothy Crawford; Bruce C. Douglas; Jonathan D. Dunn; Les Galazka; Michael V. Goransky; Frank L. Gougher; David E. Harris; Cathryn A. Knight; John H. Lacher; Kyle R. Larson; Laura Linn; Roger McCoig; Charles Wilmot Miller, Michael O'Brien; Carolyn M. Rischbieter; William Satcher and Belinda Smith-Sullivan a Mortgage in writing, dated April 22, 2006, covering real property in Edgefield and Aiken Counties, which is the same as

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that described in the Complaint. The Mortgage was filed in Edgefield County on May 2, 2006, and is of record in the Office of the Register of Deeds in Book 1048, at Page 58 and was filed in Aiken County on May 4, 2006 and is of record in the office of the Register of Deeds in Book 4061 at Page 1832. The Mortgage evidences and secures the repayment of money advanced by the mortgagees to, or on behalf of, the mortgagor.

9. Pursuant to the South Carolina Lis Pendens Statute (S.C. Code Section 15-11-10, et. seq.) Counsel for Plaintiff has accomplished a Report on Title whereby Counsel for Plaintiff has, upon information and belief, named all parties who claim or may claim an interest in the subject property. This Court further finds that this Report on Title is a recoverable charge, expense, or cost as provided for in the Mortgage and/or Note contracts.

10. This Court therefore finds that this Mortgage constitutes a first lien on the mortgage premises.

11. The Court finds that Plaintiffs and their counsel have fully complied with its obligation(s) as required under the specific terms of the Note and Mortgage being foreclosed as well as any applicable Federal or State statutes or regulations, including, but not limited to, the furnishing of any notices, where applicable.

12. According to the records of Plaintiffs and their counsel, neither Plaintiffs their counsel is aware of any party to this action currently being on active duty or recently discharged.

13. According to the records of Plaintiffs and their counsel, neither Plaintiff nor its counsel is aware of any party to this action currently being under the protection of the United States Bankruptcy Court.

14. Payment due on the Plaintiff's Notes and the Note held by Charles Wilmot Miller has not been made as provided for in the Note and Plaintiff 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. The Court received no testimony from any other Defendants who were named in this action to compel them to come forward to prove their Notes and/or debt.

15. With respect to attorney fees and in view of the potential financial liabilities and likely continuing professional obligations inherent in judicially prosecuting a real property mortgage credit matter, the attendant professional duties and responsibilities, and the size of

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the mortgage debt and consistent with similar case proceedings before this Honorable Court, I find that a reasonable attorney's fee for the Plaintiffs in this matter would be \$5,000.00. Further with respect to the attorneys fees incurred by Charles Wilmot Miller, I find that a reasonable attorney's fee for his in the matter would be \$2,000.00. These awards are consistent with the laws of this state in the awarding of attorney fees. I have considered the six (6) factors (none of these factors is controlling in the singular) as follows: (1) the nature, extent and difficulty of the legal service rendered; (2) the time and labor necessarily devoted to the case; (3) the professional standing of counsel; (4) the contingency of compensation; (5) the fee customarily charged in the locality for similar legal services; and (6) the beneficial results obtained. Taylor v. Medenica, 331 S.C. 575, 503 S.E.2d 458 (1998); Baron Data Systems v. Loter, 297 S.C. 382, 377 S.E.2d 296 (S.C. 1989), Jackson v. Speed, 326 S.C. 289, 486 S.E. 2d 750 (1997). As to Michael S. Medlock and his professional standing, it is noted that counsel for the Plaintiff is regionally and nationally recognized for its professional experience in mortgage default credit matters. Pursuant to the language in the Note and Mortgage, this Court has specifically reviewed and satisfied itself with all six (6) factors, as well as the disclosed client billing by Plaintiff's counsel considered in awarding reasonable attorneys' fees in this matter as set forth herein in this paragraph as well as Paragraph 22.

16. Although I have heretofore given consideration to all six (6) factors in the awarding of attorney fees and costs herein, jurisdiction over the fee award shall be reserved as granted in the Order of Reference with the right to re-visit the question of attorney fees should the action proceed in an unexpected way and/or to facilitate the assessment and payment of any such current or additional professional compensation.

17. The amount due and owing on the Note, with interest at the rate provided in the Note, including attorney's fee, permitted costs and reimbursable charges permitted, by law, equity, or contract, under and secured by the Note and Mortgage, is as follows:

As to Bernard Loyer

Principal	\$37,342.63
Interest from May 1, 2008 through May 19, 2014	\$22,044.94
Late Charges	\$ 127.13
Attorneys Fee from Bankruptcy	\$ 200.00

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<u>As to Sherry Loyer</u>	
Principal	\$ 9,335.65
Interest from May 1, 2008 through May 19, 2014	\$ 5,511.23
Late Charges	\$ 31.78
Attorneys Fee from Bankruptcy	\$ 200.00
<u>As to Both Loyers</u>	
Costs of Collection	\$ 540.00
Attorney's Fees	\$ 5,000.00
<u>As to Charles Wilmot Miller</u>	
Principal	\$14,015.76
Interest from May 1, 2008 through May 19, 2014	\$ 8,330.25
Attorneys Fee	\$ 2,000.00

**TOTAL DEBT SECURED BY NOTES  
AND MORTGAGES PROVEN: \$104,679.37**

Interest shall continue to accrue on the unpaid principal balances shown in (a) above, at the 9.75% from the date of hearing until entry of judgment, and such interest shall be added to the above stated "Total Debt": to comprise the amount of the judgment debt entered herein. Interest after the date of entry of judgment at the rate of 9.75% per annum (pursuant to the terms of the Note and Mortgage) shall accrue on the judgment debt and shall be added to such judgment debt to comprise the amount of debt secured by the Mortgage through the date of compliance with the terms of the judicial sale.

18. As to any debts allegedly owed to any other Mortgagee (specifically John L. Avent; Frances Avent; Sylvia S. Berger; Jeanne M. Clavel; Greg Connell; Gerald Crawford; Dorothy Crawford; Bruce C. Douglas; Jonathan D. Dunn; Les Galazka; Michael V. Goransky; Frank L. Gougher; David E. Harris; Cathryn A. Knight; John H. Lacher; Kyle R. Larson; Laura Linn; Roger McCoig; Michael O'Brien; Carolyn M. Rischbieter; William Satcher and Belinda Smith-Sullivan) their counsel advised the Court that none of these lenders had provided to her

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their promissory notes nor any information showing what debts were owed to them. Therefore I FIND that these Defendants are not entitled to any relief.

19. However, the mortgage being foreclosed provides:

9. Default; Acceleration; Remedies. Upon Borrower's breach of any covenant or agreement of Borrower in this entire mortgage, including the covenants to pay when due any sums under the Notes secured by this mortgage, **any Lender**, at Lender's option, may declare all of the sums secured by this Mortgage to be immediately due and payable... (emphasis added)

20. Therefore, having answered the Complaint without a crossclaim for foreclosure<sup>1</sup>, and not having proven the existence of any debt at trial, John L. Avent; Frances Avent; Sylvia S. Berger; Jeanne M. Clavel; Greg Connell; Gerald Crawford; Dorothy Crawford; Bruce C. Douglas; Jonathan D. Dunn; Les Galazka; Michael V. Goransky; Frank L. Gougher; David E. Harris; Cathryn A. Knight; John H. Lacher; Kyle R. Larson; Laura Linn; Roger McCoig; Michael O'Brien; Carolyn M. Rischbieter; William Satcher and Belinda Smith-Sullivan are barred from recovery under the mortgage. This Court, however, makes no ruling on the validity of, or the amounts owed, under the promissory notes these Defendants may hold.

21. Based upon a search of the public records of the aforesaid counties pursuant to the South Carolina Lis Pendens statutes, all persons or entities having an interest or lien or possible claim in or upon the mortgaged premises subordinate to the lien of Plaintiffs and Mr. Miller as of the date and time of the filing of the Lis Pendens herein have been made defendants.

22. Plaintiffs and Mr. Miller are seeking the usual foreclosure of mortgage and has in the Complaint expressly demanded the right to a personal or deficiency judgment against S17 Owners Association, Inc.

23. Defendants S17 Owners Association, Inc., John L. Avent; Frances Avent; Sylvia S. Berger; Jeanne M. Clavel; Greg Connell; Gerald Crawford; Dorothy Crawford; Bruce C.

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<sup>1</sup> From statements of Ms. Banks at the hearing, the decision of her clients not to crossclaim for foreclosure was against her advice. It appears that these Defendants were involved in several other lawsuits when this foreclosure action was originally filed and the Defendants represented by Ms. Banks refused to sue their neighbors yet again despite Ms. Banks' numerous attempts to convey the legal consequences of their collective decision.

Douglas; Jonathan D. Dunn; Les Galazka; Michael V. Goransky; Frank L. Gougher; David E. Harris; Cathryn A. Knight; John H. Lacher; Kyle R. Larson; Laura Linn; Roger McCoig; Michael O'Brien; Carolyn M. Rischbieter; William Satcher and Belinda Smith-Sullivan have not established any claims or defenses for relief against Plaintiffs or Mr. Miller, and therefore, no relief shall be granted to these Defendants.

#### CONCLUSIONS OF LAW

I therefore, conclude as follows:

1. William Wesley Johnston, Jr., Esq., is relieved as counsel for Robert J. Berning.
2. Plaintiffs have met the requirements of the Administrative Order of the South Carolina Supreme Court (2011-05-02-01) issued by Chief Justice Jean H. Toal, dated May 2, 2011, and also that Plaintiff has met the requirements of the Administrative Order of the South Carolina Supreme Court (2009-05-22-01) issued by Chief Justice Jean H. Toal, dated May 22, 2009.
3. Plaintiffs and Mr. Miller should have judgment of foreclosure of the Mortgage and the mortgaged property should be ordered sold at public auction after due advertisement.
4. Defendants S17 Owners Association, Inc., John L. Avent; Frances Avent; Sylvia S. Berger; Jeanne M. Clavel; Greg Connell; Gerald Crawford; Dorothy Crawford; Bruce C. Douglas; Jonathan D. Dunn; Les Galazka; Michael V. Goransky; Frank L. Gougher; David E. Harris; Cathryn A. Knight; John H. Lacher; Kyle R. Larson; Laura Linn; Roger McCoig; Michael O'Brien; Carolyn M. Rischbieter; William Satcher and Belinda Smith-Sullivan have not established any claims or defenses for relief against Plaintiffs or Mr. Miller, and therefore, no relief shall be granted to the Defendant(s).
5. Plaintiffs and Mr. Miller should have a personal or deficiency judgment against S17 Owners Association, Inc.

Now, on motion or notice of Plaintiff's attorney,

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED:

1. Plaintiffs have met the requirements of the Administrative Order of the South

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Carolina Supreme Court (2011-05-02-01) issued by Chief Justice Jean H. Toal, dated May 2, 2011, and also that Plaintiff has met the requirements of the Administrative Order of the South Carolina Supreme Court (2009-05-22-01) issued by Chief Justice Jean H. Toal, dated May 22, 2009.

2. That there is due to Plaintiffs and Mr. Miller on the obligations and mortgage as set forth in the Complaint the sum of **\$104,679.37**, representing the total debt due Plaintiffs and Mr. Miller 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.

3. The amount due in the preceding paragraph (the "total debt" as set forth in Paragraph hereinabove, and later accrued interest on the principal) shall constitute the total judgment debt due the Plaintiff (may be supplemented as permitted by the Court) and shall bear interest hereafter at the rate of 9.75% per annum.

4. That on default of payment at or before the time herein indicated, the mortgaged premises described in the Complaint or Amended Complaint, as hereinafter set forth, be sold by this Court at public auction, after giving Notice of the time and place of such sale by advertisement according to law. Any sales date is tentative and may be rescheduled at any time prior to the sale without further order of this Court or written notice to the parties of the notice of sale, provided notice of the new sales date is duly advertised as required by law. The sale shall be according to the following terms, that is to say:

a. FOR CASH: The Clerk of Court will require a deposit of 5% on the amount of the bid (in cash or equivalent), said 5% deposit being due and payable immediately upon the closing of the bidding, same to be applied to the purchase price only upon compliance with the bid, but in case of non-compliance within 30 days same to be forfeited and applied to the costs and Plaintiffs' and Mr. Miller's debt.

b. Interest on the balance of the bid shall be paid to the day of compliance at the rate of 9.0%.

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

d. This Mortgage constitutes a first lien covering the real estate and improvements therein described.

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e. Purchaser to pay for deed stamps/transfer taxes and cost of recording the deed with Plaintiff to pay the Statutory allowed fee to the preparer of said deed (be it this Court or Counsel for Plaintiff).

5. If Plaintiffs or Mr. Miller be the successful bidder at said sale, for a sum not exceeding the amount of costs, expenses and the indebtedness of them in full, either may pay to the Court only the amount of the outstanding costs and expenses crediting the balance of the bid on Plaintiff's indebtedness.

6. Personal or deficiency judgment being demanded, the bidding will remain open for a period of thirty (30) days after the sale date. Plaintiff may waive its right to a deficiency judgment prior to sale, in which case the bidding will not remain open after the date of sale, but compliance with the bid may be made immediately.

7. This Court will by advertisement according to law, give notice of the time and place of such sale, and the terms thereof. Any sales date is tentative and may be rescheduled at any time prior to the sale without further order of this court or written notice to the parties of the notice of sale, provided notice of the new sales date is duly advertised as required by law. This Court will execute to the purchaser, or purchasers, a deed to the premises sold. 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 30 days after the date of sale, then this Court 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. In the event Plaintiff is the successful bidder, at its option, or the option of its assignee, the deed may be taken subject to payment by grantee of any taxes or assessments constituting a lien against the property sold under this order and hereinafter more fully described. All bidders are hereby and herein noticed that in the event the successful bidder is a third party, neither Plaintiff nor Plaintiff's counsel make any warranties or representations of any kind as to the subject property, including but not limited to its title or habitability on behalf of the third party bidder or any subsequent purchasers.

8. The sale will not be held unless either Plaintiff's attorney or Plaintiff's bidding agent is present at the sale and either Plaintiff's attorney or Plaintiff's bidding agent enters the authorized bid of Plaintiff for this individually captioned matter. In the alternative, Plaintiff's

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counsel, if permitted by the Court, may advise this Court directly of its authorized bidding instructions. In the event a sale is inadvertently held without Plaintiff's Counsel or Counsel's bidding agent entering the authorized bid of Plaintiff for this specifically captioned matter, the sale shall be null and void and the property shall be re-advertised for sale on the next available sale date.

9. In the event of a third party bidder wherein the successful third party bidder fails to deliver the required deposit in certified (immediately collectible) funds to this Court by close of bidding on the day of the sale, this Court will re-sell the subject property at the most convenient time thereafter (including the day of sale) upon notification to counsel for Plaintiff.

10. That this Court shall apply the proceeds of the sale as follows:

FIRST: To the payment of the amount of the permitted costs, charges, and expenses of this action;

NEXT: To the payment to Plaintiff's attorney, of the amount of debt and interest or so much thereof as the purchase money will pay on the same; and Plaintiff's attorney shall receive and disburse such funds only in total and absolute compliance with the debt, interest, escrow, and related calculations of this Court including the Court's award for attorney fees, court permitted charges and taxable costs pursuant to Rules 54 and 71, South Carolina Rules of Civil Procedure;

NEXT: Any surplus will be held pending further order of the Court as provided for in the South Carolina Rules of Civil Procedure and particularly Rule 71(c) of the South Carolina Rules of Civil Procedure.

11. It is further ORDERED, that if the successful bidder is other than the Defendant in possession herein, the Sheriff of this County is ordered and directed to evict and remove from the premises the occupants of the property sold, together with all personal property located thereon, and put the successful bidder 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.

12. And it is further ORDERED, ADJUDGED AND DECREED that Defendant named herein and all persons whosoever claiming under him, them or it, be forever barred and foreclosed of all right, title and interest and equity of redemption in the said mortgaged premises

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so sold, or any part thereof.

13. 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 the filing of the notice of pendency of the within action, and the name of the grantee, and the applicable recorder of deeds is authorized to omit from the indices pertaining to such conveyance the names of all parties not contained in said deed.

14. This Court will retain exclusive jurisdiction to do all necessary acts incident to this foreclosure, including, but not limited to, all matters post-sale which may affect the transfer of the title to the subject real property and all improvements thereon, as well, the issuance of a Writ of Assistance.

15. Upon issuance of this Court's 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:

Mortgages from S17 Owners Association to Bernard Loyer, Sherry Loyer, Charles Wilmot Miller, John L. Avent; Frances Avent; Sylvia S. Berger; Robert J. Berning; Jeanne M. Clavel; Greg Connell; Gerald Crawford; Dorothy Crawford; Bruce C. Douglas; Jonathan D. Dunn; Les Galazka; Michael V. Goransky; Frank L. Gougher; David E. Harris; Cathryn A. Knight; John H. Lacher; Kyle R. Larson; Laura Linn; Roger McCoig; Charles Wilmot Miller, Michael O'Brien; Carolyn M. Rischbieter; William Satcher and Belinda Smith-Sullivan dated April 22, 2006, covering real property in Edgefield County, filed on May 2, 2006, and is of record in the Office of the Clerk of Court/Register of Deeds for Edgefield County in Book 1048, at Page 58 and covering real property in Aiken County, filed on May 4, 2006, and is of record in the Office of the Clerk of Court/Register of Deeds for Aiken County in Book 4061, at Page 1832.

16. This sale is specifically subject to all title matters of record, including but not limited to any other senior lien or encumbrance, and any interested party should consider performing an independent title examination of the subject property as no warranty is given at all by the Court, Plaintiff or its Counsel.

17. The following is a description of the premises herein ordered to be sold:  
All that certain piece, parcel or tract of land, together with any improvements thereon, containing

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35 acres, more or less, situate, lying and being partly in the County of Aiken and partly in the County of Edgefield, State of South Carolina, and being 300 feet in width and slightly more than 5,000 feet in length, and being generally known and referred to as the airport portion of Twin Lakes Executive Air Park Development, such property including runway improvements, and any and all other improvements located thereupon, and such property being shown and designated on a plat of Section 1, Lots 3 through 21, Twin Lakes Executive Air Park, Inc., by Marion L. Jones dated September 22, 1985. Also included in the subject agreement is a 20 foot wide easement area running along the northern boundary of said property and extending from SC Highway 144 parallel to the entire tract as heretofore released by Simons and Lott from a mortgage instrument executed in their favor by Twin Lakes Executive Air Park, Inc.

Said property is also shown on a plat prepared for Donald E. Tudor by Charles M. Jones, said plat being originally dated November 20, 1981, and more recently revised in December, 1987, and it is further provided that the 50 foot strip along the Western end of said property, as depicted on the Charles M. Jones plat, is hereby abandoned as being of no further need or use and it is not intended to be reserved even though shown on said plat. See Aiken County Plat Book 20, Page 139-1 and Edgefield County Plat Book 29, Page 203.

Derivation: Aiken County Records – 2244/154; Edgefield County Records – 808/264.

TMS: 00-48.0-01-001 (Aiken) and 163-00-01-053 (Edgefield)

18. IT IS FURTHER ORDERED that if Plaintiff or 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 as ordered by this court.

19. IT IS FURTHER ORDERED that no Defendant raised any credible issues related to Plaintiff's standing to prosecute this action. Therefore, any issues related to Plaintiff's standing or ability to prosecute this action are waived.

20. Defendants have not established any claims or defenses for relief against the Plaintiff, and therefore, no relief is granted to the Defendant(s).


21. IT IS ORDERED that the Plaintiff is entitled to a personal or deficiency judgment against S17 Owners Association, Inc.

22. The Defendants, John L. Avent; Frances Avent; Sylvia S. Berger; Robert J. Berning; Jeanne M. Clavel; Greg Connell; Gerald Crawford; Dorothy Crawford; Bruce C. Douglas; Jonathan D. Dunn; Les Galazka; Michael V. Goransky; Frank L. Gougher; David E. Harris; Cathryn A. Knight; John H. Lacher; Kyle R. Larson; Laura Linn; Roger McCoig; Charles

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Wilmot Miller, Michael O'Brien; Carolyn M. Rischbieter; William Satcher and Belinda Smith-Sullivan are forever barred of all right, title or interest in said property or Mortgage.

**AND IT IS SO ORDERED.**



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Kathy Ouzts Rushton  
Special Referee for Edgefield County

Saluda, South Carolina

June 5, 2014

#14160

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

EDGEFIELD COUNTY  
CLERK OF COURT  
SHIRLEY F. NEWBY

JUDGMENT IN A CIVIL CASE

CASE NO. 2009-CP-19-00353

Bernard Loyer, Jr., and Sherry Loyer

2014 JUN 11 AM 10:58

S17 Owners Association, Inc.; John L. Avent;  
Frances Avent; Sylvia S. Berger; Robert J.  
Berning; Jeanne M. Clavel; Greg Connell; Gerald  
Crawford; Dorothy Crawford; Bruce C. Douglas;  
Jonathan D. Dunn; Les Galazka; Michael V.  
Goransky; Frank L. Gougher; David E. Harris;  
Cathryn A. Knight; John H. Lacher; Kyle R.  
Larson; Laura Linn; Roger McCoig; Charles  
Wilmot Miller; Michael O'Brien; Carolyn M.  
Rischbieter; William Satcher and Belinda Smith-  
Sullivan

PLAINTIFF(S)

DEFENDANT(S)

Submitted by: Michael S. Medlock

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.  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  <sup>for</sup> does not end the case.

Additional Information for the Clerk : The property which is the subject of this action shall be sold at public sale pursuant to the Special Referee's Report and Judgment of Foreclosure and Sale.

INFORMATION FOR THE PUBLIC INDEX

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

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

If applicable, describe the property, including tax map information and address referenced in the order:  
TMS: 00-48.0-01-001 (Aiken) and 163-00-01-053 (Edgefield)

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.

*Kathy Ouzts Rushton*  
Kathy Ouzts Rushton, Special Referee

*Special Ref*  
Judge Code

*6-5-14*  
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:

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Attorney for the Plaintiff

Attorney for the Defendant(s)

\_\_\_\_\_  
Clerk of Court

Court Reporter: \_\_\_\_\_

**ADDITIONAL INFORMATION REGARDING DECISION BY THE COURT AS REFERENCED ON PAGE 1.**

This action came to trial or hearing before the court. The issues have been tried or heard and a decision rendered.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_