

COUNTY OF LEXINGTON

IN THE COURT OF COMMON PLEAS

Federal National Mortgage Association ("Fannie Mae"),  
a corporation organized and existing under the laws of  
the United States of America,

PLAINTIFF

C/A NO: 13-CP-32-3811

Albert Haynes, *et al.*,  
DEFENDANT(S)

RECEIVED

AUG 13 2014

SC Court of Appeals

Submitted by: FINKEL LAW FIRM LLC  
Thomas A. Shook/Susan S. White/Andrew M.  
Wilson/Elizabeth S. Moore/Teresa Van Vlake

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 (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 PUBLIC INDEX

Complete this section below when the judgment affects title to real or personal property or in 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)
Federal National Mortgage Association ("Fannie Mae"), a corporation organized and existing under the laws of the United States of America	Albert Haynes	N/A

If applicable, describe the property, including tax map information and address referenced in the order:  
All that certain piece, parcel or lot of land, with the improvements thereon, situate, lying and being in the County of Lexington, State of South Carolina, the same being shown as Lot 15, Block G on plat of Quail Valley Subdivision, Phase I and II, prepared by Heaner Engineering Co., Inc. dated April 17, 1982, revised July 25, 1982 and recorded in the Office of the RMC for Lexington County in Plat Book 126-G at page 4; being more particularly shown on a survey prepared for Richard J. Stewart and Mary Elizabeth Stewart by Inman Land Surveying Co., Inc., dated September 11, 1993 and recorded in Plat Book 264 at Page 457 and having such boundaries and measurements as shown on said latter plat reference to which is hereby craved for a more accurate description.

TMS Number: 002737-09-010

PROPERTY ADDRESS: 1502 Quail Vly E, Columbia, SC

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.

Circuit Court Judge

Judge Code

Date



## **DEFENDANTS**

Albert Haynes  
1502 Quail Valley East  
Columbia, SC 29212

The Bank of New York Mellon fka The Bank of New York,  
as successor Trustee to JPMorgan Chase Bank, etc.  
One Wall Street  
New York, NY 10005

C.O. (Ladd) Ackerman, Jr., Esquire  
Attorney for Associates Asset Management, LLC  
3300 Shopton Road  
Charlotte, NC 28217

Joey R. Floyd, Esquire  
Attorney for Lake Quail Valley Association  
PO Box 61110  
Columbia, SC 29260

.F42320  
STATE OF SOUTH CAROLINA  
  
COUNTY OF LEXINGTON

Federal National Mortgage Association  
("Fannie Mae"), a corporation organized and  
existing under the laws of the United States  
of America,

PLAINTIFF,

vs.

Albert Haynes; The Bank of New York  
Mellon fka The Bank of New York, as  
successor Trustee to JPMorgan Chase Bank,  
N.A., as Trustee for the Certificateholders of  
CWABS Master Trust, Revolving Home  
Equity Loan Asset Backed Notes, Series  
2004-E; Associates Asset Management,  
LLC; and Lake Quail Valley Association,

DEFENDANT(S).

IN THE COURT OF COMMON PLEAS  
C/A NO: 13-CP-32-3811

**ORDER AND JUDGMENT OF  
FORECLOSURE AND SALE  
(DEFICIENCY WAIVED)**

TO: Thomas A. Shook  
Susan S. White  
Andrew M. Wilson  
Elizabeth S. Moore  
Teresa Van Flake  
FINKEL LAW FIRM LLC  
Attorneys for the Plaintiff

ANSWERING DEFENDANTS:

C.O. (Ladd) Ackerman, Jr., Esquire  
Attorney for Defendant  
Associates Asset Management, LLC

Joey R. Floyd, Esquire  
Attorney for Defendant  
Lake Quail Valley Association

Albert D. Haynes, Pro Se

Pursuant to Rule 53 SCRPC, the above-entitled matter was referred. Any appeal from any order or judgment issued by the master or special referee shall be to the Supreme Court or the Court of Appeals as provided by the South Carolina Appellate Court Rules.

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

### FINDINGS OF FACT AND CONCLUSIONS OF LAW

1. Based upon the Certification of Mortgagor Non-Compliance filed herein, the provisions of the Administrative Order issued by the Chief Justice of the Supreme Court of South Carolina on May 2, 2011, Order 2011-05-02-01, do not apply to the within foreclosure action.
2. The Lis Pendens was filed on November 1, 2013.
3. The Summons and Complaint were filed on November 1, 2013.
4. Service was made upon the Defendant(s) named in this Report as is shown by the proof(s) of service filed herein.
5. The Defendant(s) The Bank of New York Mellon fka The Bank of New York, as successor Trustee to JPMorgan Chase Bank, N.A, as Trustee for the Certificateholders of CWABS Trust, Revolving Home Equity Loan Asset Backed Notes, Series 2004-E is in default as shown by Affidavit(s) on file herein.
6. C.O. (Ladd) Ackerman, Jr., Esquire, attorney for Defendant, Associates Asset Management, LLC, served Answer(s) on the Plaintiff, which is on file herein.
7. Joey R. Floyd, Esquire, attorney for Defendant, Lake Quail Valley Association, served Answer(s) on the Plaintiff, which is on file herein.
8. Albert D. Haynes, Pro Se, served Answer on the Plaintiff, which is on file herein.
9. All of the defendants herein and/or all attorneys of record were notified of the time, date and place of the hearing in this matter.
10. According to the Affidavit filed herein, the Defendant(s) Albert Haynes is not in the Military Service of the United States of America, as contemplated under the Servicemembers Civil Relief Act (2003), and any amendments thereto.
11. For value received, Albert Haynes made, executed and delivered a Note dated July 11, 2003, promising thereby to pay to the order of America's Wholesale Lender, the sum of \$148,800.00, with interest at the rate of 6.5% per annum. Other terms and conditions are stated in the Note, which is of record herein.
12. To better secure the payment of the Note described above, the said Albert Haynes made, executed and delivered to Mortgage Electronic Registration Systems, Inc., as nominee for America's Wholesale Lender, a Mortgage in writing, dated July 11, 2003, covering real property in Lexington County, which is the same as that described in the Complaint. The Mortgage was filed on July 14, 2003, and is of record in the Office of the Register of Deeds for Lexington County in Book 8408 at Page 193.

13. This Mortgage constitutes a first mortgage lien on the subject property and is a Purchase Money Mortgage.

14. By assignments recorded March 12, 2013 in book 16136 at page 56 and recorded July 23, 2013 in Book 16426 at page 283, Mortgage Electronic Registration Systems Inc. as nominee for America's Wholesale Lender assigned the subject mortgage to Federal National Mortgage Association, having the complete name of Federal National Mortgage Association ("Fannie Mae"), a corporation organized and existing under the laws of the United States of America, the present lienholder and Plaintiff herein.

15. Pursuant to the Administrative Order of the Chief Justice, 2009-05-22-01, the loan that is subject of this action may be eligible for participation in the Home Affordable Modification Program (HMP), however, that process has been completed without resulting in modification under the HMP due to no response from borrower.

16. The titleholder(s) of record in and to the subject property as of the filing of the Lis Pendens in this action is Albert Haynes.

17. Payment due on the Note has not been made as provided for therein, and 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 an attorney for collection.

18. Counsel for Plaintiff filed an affidavit as to attorney's fees and costs in this case, which was not contested, and, therefore, I find as fact herein. Having considered the nature, extent and difficulty of the services rendered, the time involved in reviewing the various documents, performing the title search, preparing the pleadings, attending hearings and argument, the professional standing of counsel, the fee customarily charged for similar services, and the beneficial results obtained for Plaintiff, I find that the sum of \$1,975.00 is a reasonable fee to allow under the terms of the Note and Mortgage as attorney's fees for Plaintiff's attorney for services performed and anticipated to be performed until final adjudication of the action. The plaintiff has advanced \$495.00 to its counsel as partial payment of the attorney's fee, and this amount is included in the corporate advances.

19. 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 Note and Mortgage, is as follows:

Principal due as of September 1, 2012	\$134,149.00
Interest from August 1, 2012 through July 14, 2014	5,560.75
Escrow adjustments (debits and credits)	11,760.37
Corporate Advance (see attached breakdown showing \$315.00 in property inspections, \$225.00 for title costs, and \$1,720.00 in	2,260.00

attorney/legal fees including bankruptcy fees)	
Costs of collection prior to hearing	905.00
Attorney Fees (awarded but unpaid)	1,480.00
<b>TOTAL DEBT</b> secured by Note and Mortgage, including interest to date shown	<b>\$156,115.12</b>

Interest for the period from July 14, 2014 as shown above at the rate of 2.125% shall be added to the Principal Balance shown above through the date this Judgment is filed. After the date of judgment, interest at the rate of 2.125% on the total judgment debt should be added to such judgment debt to comprise the amount of Plaintiff's debt secured by the Mortgage.

20. Plaintiff does not demand a deficiency judgment in the event the sale of the real estate herein does not yield a sum sufficient to satisfy all indebtedness due unto Plaintiff, including costs and Attorney's fees.

21. The following Defendant(s) claim(s), or may claim a lien upon or interest in the subject property as follows:

- (a) The Bank of New York Mellon fka The Bank of New York, as successor Trustee to JPMorgan Chase Bank, N.A., as Trustee for the Certificateholders of CWABS Master Trust, Revolving Home Equity Loan Asset Backed Notes, Series 2004-E, by virtue of a mortgage from Albert Haynes dated July 11, 2003 and recorded July 14, 2003 in Book 8408 at Page 205, in the amount of \$37,200.00;
- (b) Associates Asset Management, LLC, by virtue of a judgment against Albert Haynes, filed January 12, 2011, Case No. 2010-CP-32-00190, in the amount of \$24,013.40; and
- (c) Lake Quail Valley Association, by virtue of a Notice of Lien dated November 11, 2009 and filed November 13, 2009 in Book 13953 at Page 103, against Albert Haynes in the amount of \$250.00 and by virtue of any accruing annual or special assessments pursuant to the provisions of the Declaration of Covenants, Conditions, Restrictions and any amendments thereto.

The interests or liens of the above Defendants, if any, are junior and subordinate to the plaintiff's purchase money mortgage.

**IT IS THEREFORE ORDERED:**

1. There is due to Plaintiff on the obligation and Mortgage set forth in the Complaint the sum of \$156,115.12, representing the "Total Debt" due Plaintiff as set forth in the Findings of Fact, *supra*, together with interest at the rate provided therein from the date aforesaid to the date hereof.

2. The amount due in the preceding paragraph (the "Total Debt" as set forth in the Findings of Fact, *supra*, and later accrued interest) shall constitute the total judgment debt due the Plaintiff and shall bear interest hereafter at the rate of 2.125%.

3. The Defendant(s) liable for the aforesaid Mortgage debt shall, on or before the date of sale of the property hereinafter described, pay to Plaintiff, or Plaintiff's attorney, the amount of Plaintiff's debt as aforesaid, together with the costs and disbursements of this action. If such debt is paid in full, then the foreclosure sale shall be cancelled.

4. On default of payment at or before the time herein indicated, the mortgaged premises described in the Complaint, as hereinafter set forth, shall be sold by the Master in Equity, or his agent under the direction of the Master in Equity, at public auction, at the Lexington County Judicial Center, Lexington, South Carolina, on some convenient sales day hereafter (and should the regular day of judicial sales fall on a legal holiday, then and in 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 5% on the amount of the bid (in cash or equivalent), same to be applied on the purchase price only upon compliance with the bid, but in case of non-compliance within 20 days, the deposit may be forfeited without further hearing 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 2.125%.
- C. The sale shall be subject to taxes and assessments, existing easements and easements and restrictions of record.
- D. This Mortgage constitutes a first priority lien on the subject property and is a Purchase Money Mortgage.
- E. Purchaser to pay for deed preparation and costs of recording the Deed, and transfer taxes.

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

6. The Master in Equity will, by advertisement according to law, give notice of the time, date, place of sale, and the terms thereof, which Notice of Sale is incorporated herein by reference; and 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 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.

7. Should Plaintiff, Plaintiff's attorney, or Plaintiff's agent fail to appear on the day of sale, the property shall not be sold, and in that event any such sale shall be null and void and of no force and effect. The property shall be re-advertised and sold at some convenient sales day thereafter when Plaintiff, Plaintiff's attorney, or Plaintiff's agent is present.

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 of 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 funds will be held pending further order of the Court.

9. **IT IS FURTHER ORDERED** that in the event the successful bidder is other than the Defendant(s) in possession herein, upon full compliance with the bid, and upon issuance of a Writ of Assistance by this Court, the Sheriff of Lexington County is ordered and directed to eject and remove from the premises the occupant(s) 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.

10. **IT IS FURTHER ORDERED** that, in the event the successful bidder is other than the Defendant(s) in possession herein and the occupant(s) have voluntarily vacated the premises or have been ejected from the premises leaving furnishings, fixtures and items not subject to Plaintiff's Mortgage in said premises, upon full compliance with the bid, Purchaser is authorized to remove therefrom all furnishings, fixtures and items not subject to the lien of Plaintiff's mortgage, which personal property, being deemed abandoned, shall be removed by Purchaser or its agents from the subject property by placing said personal property on the public street or highway or by any other means.

11. **IT IS FURTHER ORDERED** that, in addition to all parties deemed by law to have received constructive notice of the action herein, the Defendant(s) named herein and all persons whomsoever claiming under said defendant(s), 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.

12. **IT IS FURTHER ORDERED** that the Deed of conveyances made pursuant to said sale shall contain the names of only the first named Plaintiff and the first named Defendant and the Defendant(s) who was/were the titleholder(s) 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. **IT IS FURTHER ORDERED** that the Master in Equity will retain jurisdiction to do all necessary acts incident to this foreclosure including, but not limited to, issuing a Writ of Assistance and hearing any issues involving appraisal proceedings under Section 29-3-680 *et seq.*, South Carolina Code of Laws (1976), as amended.

14. Plaintiff does not warrant its title search to purchasers at foreclosure sale or other third parties, who should have their own title search performed on the subject property.

15. The Master in Equity shall direct the Register of Deeds to release of record the Mortgage lien being foreclosed, all subordinate liens and all prior liens ordered satisfied herein, after the Order Confirming Sale and Disbursements has been executed and filed. Plaintiff's Mortgage lien is described as follows:

That certain Mortgage given by Albert Haynes to Mortgage Electronic Registration Systems, Inc., as nominee for America's Wholesale Lender dated July 11, 2003 and recorded in the Office of the Register of Deeds for Lexington County on July 14, 2003 in Book 8408 at Page 193.

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

All that certain piece, parcel or lot of land, with the improvements thereon, situate, lying and being in the County of Lexington, State of South Carolina, the same being shown as Lot 15, Block G on plat of Quail Valley Subdivision, Phase I and II, prepared by Heaner Engineering Co., Inc. dated April 17, 1982, revised July 25, 1982 and recorded in the Office of the RMC for Lexington County in Plat Book 126-G at page 4; being more particularly shown on a survey prepared for Richard J. Stewart and Mary Elizabeth Stewart by Inman Land Surveying Co., Inc., dated September 11, 1993 and recorded in Plat Book 264 at Page 457 and having such boundaries and measurements as shown on said latter plat reference to which is hereby craved for a more accurate description.

TMS Number: 002737-09-010

PROPERTY ADDRESS: 1502 Quail Valley E, Columbia, SC

This being the same property conveyed to Albert Haynes by deed of NationsCredit Financial Services Corporation, successor by merger to NationsCredit Home Equity Service Corporation, dated June 3, 2003 and recorded in the Office of the Register of Deeds for Lexington County on July 14, 2003 in Deed Book 8408 at Page 191.

\_\_\_\_\_  
James O. Spence  
Master in Equity for Lexington County

Lexington, South Carolina  
\_\_\_\_\_, 2014