

STATE OF SOUTH CAROLINA
COUNTY OF CHARLESTON

IN THE COURT OF COMMON PLEAS
9TH JUDICIAL CIRCUIT
CASE NO. 2013-CP-10-6606

1005

PARKER'S FERRY EAST, LLC,
PLAINTIFF.

vs.

TRACII BLADE.

DEFENDANT.

**MASTER'S DECREE AND JUDGMENT
OF FORECLOSURE OF REAL
PROPERTY**

FILED
2013 APR 9:22
CLERK OF COURT

Pursuant to Rule 53 of the South Carolina Rules of Civil Procedure (hereinafter "SCRCP"), the above-entitled matter was referred to the undersigned Master in Equity to make appropriate findings of fact and conclusions of law, with authority to enter a final Judgment in the cause. Any appeal from the decision of the Master in Equity shall be directly to the South Carolina Supreme Court.

Pursuant to the said 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 and conclude as follows:

FINDINGS OF FACT:

1. The Lis Pendens was filed on November 7, 2013.
2. The Summons and Complaint was filed on November 7, 2013.
3. Service was made upon the Defendant named in this Report as is shown by the certificate of service filed herein.
4. The Defendant, Tracii Blade, filed an Answer and Counterclaim on December 20, 2013 and the Plaintiff filed a Reply to Counterclaim on January 6, 2014.
5. According to an Affidavit filed herein, no Defendant in default is in the military service of the United States of America, as contemplated under the Soldiers' and Sailors' Civil Relief Act of 1940, and any amendments thereto.
6. The Defendant was notified of the time, date and place of hearing in this matter.
7. For value received, Tracii Blade made, executed and delivered a note, dated January

26, 2009, promising thereby to pay to the order of Parkers Ferry East, LLC the sum of \$ 80,000.00, with interest at the rate of 6% 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 Tracii Blade made, executed and delivered to Parkers Ferry East, LLC an Assumption of Mortgage Agreement in writing, dated March 6, 2009 covering real property in Charleston County, which is the same as that described in the Complaint. The Assumption of Mortgage Agreement was recorded on March 27, 2009, and is of record in the Office of the R.M.C. for Charleston County in Book 0044 at Page 005.
9. This mortgage constitutes a first lien on the subject property and is a purchase money mortgage.
10. By virtue of said Assumption of Mortgage the Plaintiff in this action is the owner and holder of the note and mortgage.
11. The title holder of record of the subject property as of the filing of the Lis Pendens in this action was Parkers Ferry East, LLC who is the original mortgagors.
12. Payment due on the note has not been made as provided for therein, and the Plaintiff, as the holder thereof, has elected to accelerate payment of the entire indebtedness and has placed the note and mortgage in the hands of its attorney of record herein for collection.
13. Having considered the language of the Promissory Note, wherein it states ...”If this note be placed in the hands of an attorney for collection after the same shall for any reason become due, or if collected by legal proceedings or through the probate or bankrupt costs, or under foreclosure proceedings under the note, then all cost of collection, including the further and additional sum of ten (10%), on the full amount due hereon, shall be added hereto as attorney’s fees secured and collectible as the principal hereof...”, I find that the sum of 10% is a reasonable sum for services performed and anticipated to be performed under the terms of the note.
14. The amount due and owing on the note and mortgage, with interest at the rate provided in the note, and other costs and expenses of collection, including attorney's fees, secured by the note and mortgage, is as follows:
 - (a) Principal due as of August 1, 2014 is \$70,633.00
 - (b) Interest from February 1, 2013 through August 1, 2014, at 6% per annum

\$6,710.14

(c) Property taxes 2012 \$1,301.67

(d) Property taxes 2013 \$1,296.51

(e) 10% Penalty (paragraph 13, supra) 10% of \$7,904.13

Total Debt secured by note and mortgage, including interest to date shown is
\$87,935.45

*Interest for the period from the date shown in (b) above through the date of this judgment, at 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 9.5% 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 the Plaintiff's debt secured by the mortgage through the date to which such interest is computed.

15. The Plaintiff is seeking foreclosure of its mortgage and has, in the Complaint or subsequently thereto in writing, expressly demands personal or deficiency Judgment pursuant to Rule 71(b), SCRCP.

CONCLUSIONS OF LAW: I, therefore, conclude as follows:


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

IT IS, THEREFORE, ORDERED, ADJUDGED AND DECREED:

1. **That there is due to the Plaintiff on its note and mortgage the sum of \$87,935.45, representing the Total Debt due to the Plaintiff as set out in Paragraph 14, supra, together with interest thereon at the rate provided in the note to the date hereof.**
2. **That the amount due in the preceding paragraph (the "Total Debt" as set forth in Paragraph 14, supra, and later accrued interest and costs) shall constitute the total judgment debt due to the Plaintiff and shall bear interest hereafter at the rate of 9.5% per annum.**

3. That the Defendant is liable for the aforesaid mortgage debt shall, prior to the date and time of the sale of the subject property, hereinafter described, pay to the Plaintiff, or the Plaintiff's attorney, the amount of the Plaintiff's debt as aforesaid, together with the costs and disbursements of this action.
4. That on default of payment prior to the date and time of the sale, the mortgaged premises, hereinafter described, shall be sold by the undersigned Master in Equity at public auction, at the Charleston County Courthouse, in the City of Charleston, County and State aforesaid, on some convenient sales day hereafter, on the following terms, that is to say:

A. FOR CASH: The undersigned Master in Equity shall require a deposit of 5% on the amount of the bid (in cash or equivalent) the same to be applied on the purchase price only upon compliance with the bid, but in case of non-compliance within thirty (30) days the same to be forfeited and applied to the costs and then to the Plaintiff's debt.

B. ~~Interest on the balance of the bid shall be paid to the day of compliance at the rate of 9.5% per annum.~~ 

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

D. The sale shall also be subject to the Right of Redemption by the Defendant, United States of America, pursuant to Sec. 2410(c), Title 28, United States Code, for a period of 120 days from the date of sale of subject property.

E. Purchaser to pay for the deed and the cost of recording the deed.

5. That if the Plaintiff is 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, the Plaintiff may pay to the undersigned Master in Equity only the amount of the costs and expenses, crediting the balance of the bid on the Plaintiff's indebtedness.
6. That a personal or deficiency Judgment being demanded, the bidding will remain open after the date of sale, but compliance with the bid may be made immediately.
7. That the undersigned Master in Equity will, by advertisement according to law, give notice of the time and place of sale and the terms thereof; and that he will

execute to the purchaser, or purchasers, a deed to the premises sold. The Plaintiff, or any other party to this action, or any other person may become a purchaser at such sale. Upon such sale being made, should the successful bidder, or his assignee, fail to comply with the terms thereof within thirty (30) days after the date of sale, then the undersigned Master in Equity may re-advertise the 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 undersigned Master in Equity shall apply the proceeds of the sale as follows:

FIRST: To the 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; and

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

NEXT: Any surplus will be held pending further Order of this Court pursuant to Rule 71(c), SCRPC.

9. That it is further ORDERED ADJUDGED AND DECREED that, in the event the successful bidder is other than the Defendant(s) in possession herein, the Sheriff of Charleston County is hereby directed to eject and remove from the premises the occupant(s) of the property sold, together with any and all personal property located thereon, and to put the successful bidder, or his assigns, in full, quiet and peaceable possession.
10. That it is further ORDERED, ADJUDGED AND DECREED that each Defendant named herein, and all persons whomsoever claiming under him, them or it, 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. That it is further ORDERED ADJUDGED AND DECREED that the deed of conveyance made pursuant to this judgment and said sale shall contain the names of only the Plaintiff, the first-named Defendant, who was the title holder of the mortgaged property at the time of the filing of the Lis Pendens, and the Grantee; and that the Register of Mesne Conveyance is hereby authorized to omit from the indices pertaining to such conveyance the names of all parties not contained in said deed.
12. That the undersigned Master in Equity shall retain Jurisdiction to do all necessary acts incident to this foreclosure, including, but not limited to, the issuance of a Writ of Assistance, disposing of any surplus funds pursuant to Rule 71(c), SCRCP.
13. That after the Order Confirming Sale and Disbursements has been issued and filed, the undersigned Master in Equity shall direct the Register of Mesne Conveyance to release of record the mortgage liens being foreclosed, which mortgage liens are described in Paragraphs 8 and 15 of the Findings of Fact hereinabove.
14. That the following is a description of the premises herein ordered to be sold:

ALL that certain lot, piece or parcel of land, situate, lying and being in St. Paul's Parish, Charleston County, South Carolina, known as Lot 17, more or less, Edisto Estates II, as shown on a plat entitled "FINAL PLAT SHOWING THE SUBDIVISION ON AN 88.84 ACRE TRACT INTO LOTS 5 THRU 22 EDISTO ESTATES II LOCATED IN ST. PAUL'S PARISH, CHARLESTON COUNTY, SOUTH CAROLINA" prepared by Lindsey Land Surveying, Co. dated April 16, 2003 and recorded in the RMC Office for Charleston County in Book EG, Page 342. Said lot having such size, shape, dimensions, buttings and boundings as are more fully shown on said plat.

SUBJECT to restrictions and easements filed of record.

PROPERTY ADDRESS: Parker's Ferry Road, Adams Run, SC

TMS #: 108-00-00-036 – known as LOTS 17 & 18 

AND IT IS SO ORDERED.

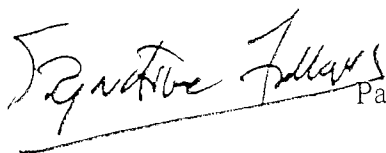




Exhibit B

COPY

PARKER'S FERRY EAST, LLC

PLAINTIFF(S)

DEFENDANT(S)

Submitted by: Paul W. Bradley, Esquire

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 does not end the case.
 Additional Information for the Clerk:

A 7/11/18 sub to be held.

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)
Parker's Ferry East, LLC	Tracii Blade	\$87,935.45
		\$
		\$

If applicable, describe the property, including tax map information and address, referenced in the order:
 ALL that certain lot, piece or parcel of land, situate, lying and being in St. Paul's Parish, Charleston County, South Carolina, known as Lot 17, more or less, Edisto Estates II, as shown on a plat entitled "FINAL PLAT SHOWING THE SUBDIVISION ON AN 88.84 ACRE TRACT INTO LOTS 5 THRU 22 EDISTO ESTATES II LOCATED IN ST. PAUL'S PARISH, CHARLESTON COUNTY, SOUTH CAROLINA" prepared by Lindsey Land Surveying, Co. dated April 16, 2003 and recorded in the RMC Office for Charleston County in Book EG, Page 342. Said lot having such size, shape, dimensions, buttings and boundings as are more fully shown on said plat.

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