

STATE OF SOUTH CAROLINA

COUNTY OF ANDERSON

The Bank of New York Mellon f/k/a The Bank of New York, as Trustee for the Benefit of the Certificateholders of the CWABS Inc., Asset-Backed Certificates, Series 2006-SD2,

PLAINTIFF,

vs.

Stephen Holsey, Teresa Terry a/k/a Teresa Holsey, Frank M. Musgrove, Jr., Janet M. Musgrove, Apple Creek Associates of Hampton, Ltd., and The United States of America, acting by and through its agency, United States Attorney's Office for the District of South Carolina,

DEFENDANTS.

F11-06028

TO:
Korn Law Firm, P.A.
Attorney for Plaintiff

Michael Talley, Attorney
Stephen Holsey and
Teresa Terry

George Conits, Attorney
United States of America

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 March 20, 2012.
2. The Summons and Complaint were filed on March 20, 2012.
3. Service was made upon the Defendant(s) named in this Order as is shown by the

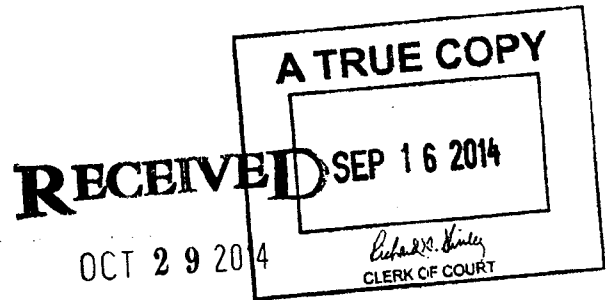
IN THE COURT OF COMMON PLEAS

MASTER IN EQUITY'S ORDER AND
JUDGMENT OF FORECLOSURE AND SALE

(NON-JURY MORTGAGE FORECLOSURE)

C/A NO: 2012-CP-04-01029

Deficiency Waived



SC Court of Appeals

Proof(s) of Service filed herein.

4. That the Defendant(s) Apple Creek Associates of Hampton, Ltd., Janet M. Musgrove and Frank M. Musgrove, Jr., are in default as shown by the Affidavit of Default on file herein.

5. The Defendant(s) and/or all attorneys of record were notified of the time, date, and place of the hearing in this matter.

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, Stephen Holsey , Teresa Terry made, executed and delivered a Note dated April 3, 2000, promising thereby to pay to the order of WMC Mortgage Corporation the sum of Two Hundred Thirty-Two Thousand Six Hundred Fifty and 00/100 (\$232,650.00) with interest at 10.87500 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 Stephen Holsey , Teresa Terry made, executed and delivered to WMC Mortgage Corporation a mortgage in writing, dated April 3, 2000, covering real property in Anderson County, which is the same as that described in the Complaint. The mortgage was filed on May 24, 2000, and is of record in the Office of the Register of Deeds for Anderson County in Mortgage Book 3755 at page 238.

9. Thereafter, by virtue of an assignment dated April 27, 2001 recorded May 14, 2014, in Mortgage Book 4173 at page 358, WMC Mortgage Corporation assigned said mortgage unto Countrywide Home Loans, Inc. .

10. Thereafter, by virtue of an assignment dated March 12, 2004 recorded March 22, 2004, in Mortgage Book 6053 at page 85, Countrywide Home Loans, Inc. assigned said mortgage unto The Bank of New York, as trustee for CWABS 2000-2.

11. Thereafter, by virtue of an assignment dated February 7, 2012 recorded February 13, 2012, in Mortgage Book 10329 at page 99, The Bank of New York, as trustee for CWABS 2000-2 assigned said mortgage unto The Bank of New York Mellon f/k/a The Bank of New York, as Trustee for the Benefit of the Certificateholders of The CWABS Inc., Asset-Backed Certificates, Series 2006-SD2 .

12. The above referenced instrument constitutes a purchase money mortgage with the

proceeds of the loan being used to purchase the property.

13. 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.

14. 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.

The Firm 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. Record of Hearing
9. Other documents as applicable pertaining to service and finalization of this action.

Additionally, they have arranged for service of process on the defendant(s), have scheduled and attended the hearing in the matter, have provided reinstatement figures to the primary defendant, if requested, and have 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 foreclosure matter, the attendant responsibilities and the outcome obtained for the Plaintiff, I find that the contractual attorneys' fees in the amount of One Thousand Fifty and 00/100 (\$1,050.00) are reasonable.

15. 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 attorneys' fees, secured by the Note

and Mortgage, is as follows:

Principal as of 05/01/2011	\$211,386.99
Interest From 04/01/2011 to 09/15/2014 @ 10.875%	\$79,676.96
Late Charges	\$1,206.48
Escrow Advance	\$11,192.23
Property Inspections	\$564.50
Pre-Hearing Costs	\$1,353.10
Attorney Fees	\$1,050.00
TOTAL DEBT	\$306,430.26

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 Ten and 875/1000 percent (10.875%) 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.

16. That the Defendant, The United States of America, acting by and through its agency, the Internal Revenue Service, is made a party by virtue of a Notice of Lien dated August 29, 2002 and recorded October 1, 2002 in Serial No. 2002Z01158/002 in the Baltimore, Maryland Office of the Internal Revenue Service against Stephen Dean Holsey in the amount of Twenty-Five Thousand and 00/100 (\$25,000.00) dollars. Pursuant to Section 2410(c), Title 28, United States Code, the Defendant United States of America has a right to redeem the subject property within 120 days after the date of the foreclosure sale.

AS FOR THE SECOND CAUSE OF ACTION
(REFORMATION OF MORTGAGE):

17. That it was the mutual intent of the parties herein that the legal description of the subject mortgage refer to Slide 498 at Page 9 instead of Slide 298 at Page 9.

18. That due to a mutual mistake by the parties, the legal description of the mortgage executed to secure the subject note incorrectly describes the plat reference as Slide 298 at Page 9.

19. That Plaintiff seeks that the above described mortgage from Stephen Holsey and Teresa Terry to WMC Mortgage Corp to be reformed to designate and encumber the property

shown in Slide 498 at Page 9.

20. Plaintiff would show that irreparable harm and prejudice will be suffered by Plaintiff if the mortgage is not reformed as the present collateral under the mortgage is without sufficient equity to secure the debt.

21. Wherefore, Plaintiff does hereby move for a reformation of the mortgage at the hearing to correct the legal description to read as follows:

Legal Description:

All that certain piece, parcel or lot of land situate, lying and being in Hopewell Township, County of Anderson, State of South Carolina, in School District Number Five, being known and designated as Lot Number Thirty-three, containing 2.03 acres more or less, as shown on a plat of Horseshoe Bend Subdivision made by Farmer & Simpson Engineers, dated May 26, 1994, of record in the Office of the Clerk of Court for Anderson County, SC in Slide 498, at Page 9, the metes and bounds, courses and distances as upon said plat appear being incorporated herein by reference thereto. Said lot being bounded on the North by Sundance Trail; on the East by Lot No 34 of said plat; on the South by Lot No. 38 of said plat; on the West by Lot 41 and Lot No. 32 of said plat.

This being the same property conveyed unto Stephen Holsey and Teresa Terry by Deed of Frank M. Musgrove, Jr. and Janet M. Musgrove, dated April 3, 2000 and recorded May 24, 2000 in Book 3755 at Page 234 and Re-recorded July 3, 2000 in Book 3799 at Page 205 in the Office of the RMC for Anderson County, South Carolina.

Thereafter, Stephen Holsey and Teresa Terry conveyed said property to Apple Creek Associates of Hampton, Ltd., by deed dated March 2, 2001 and recorded April 2, 2001 in Book 4107 at Page 276 in the Office of the RMC for Anderson County, South Carolina.

Thereafter, Apple Creek Associates of Hampton, Ltd. conveyed said property to Teresa Holsey by Quit-Claim Deed dated July 15, 2003 and recorded June 3, 2004 in Book 6192 at Page 2 in the Office of the RMC for Anderson County, South Carolina.

AS FOR A THIRD CAUSE OF ACTION
(REFORMATION OF DEED)

22. That the Defendants, Frank M. Musgrove, Jr., Janet M. Musgrove and Apple Creek Associates of Hampton, Ltd. are named as parties by virtue of any interest they may have as a result of the defect in title described in the within cause of action.

23. That it was the mutual intent of the parties herein that the legal description of the Deed from Frank M. Musgrove, Jr. and Janet M. Musgrove to Stephen Holsey and Teresa Terry, dated April 3, 2000 and recorded May 24, 2000 in Book 3755 at Page 234 (hereinafter "Terry Deed"), the legal description of the Deed from Stephen Holsey and Teresa Terry to Apple Creek Associates of Hampton, Ltd., dated March 2, 2001 and recorded April 2, 2001 in Book 4107 at Page 276 (hereinafter "Apple Creek Deed"), and the legal description of the Deed from Apple Creek Associates of Hampton, Ltd. to Teresa Holsey, dated July 15, 2003 and recorded June 3, 2004 in Book 6192 at Page 2 (hereinafter "Holsey Deed"), refer to Slide 498 at Page 9 instead of Slide 298 at Page 9.

24. That due to a mutual mistake by the parties, the legal description of the "Terry Deed", the "Apple Creek Deed", and the "Holsey Deed" refer to the plat reference as Slide 298 at Page 9.

25. That Plaintiff seeks that the "Terry Deed", the "Apple Creek Deed", and the "Holsey Deed" be reformed to designate and convey the property shown in Slide 498 at Page 9.

26. Plaintiff would show that irreparable harm and prejudice will be suffered by Plaintiff if the "Terry Deed", the "Apple Creek Deed", and the "Holsey Deed" are not reformed.

27. Wherefore Plaintiff does hereby move for a reformation of the "Terry Deed", the "Apple Creek Deed", and the "Holsey Deed" at the hearing to correct the legal description to read as follows:

Legal Description:

All that certain piece, parcel or lot of land situate, lying and being in Hopewell Township, County of Anderson, State of South Carolina, in School District Number Five, being known and designated as Lot Number Thirty-three, containing 2.03 acres more or less, as shown on a plat of Horseshoe Bend Subdivision made by Farmer & Simpson Engineers, dated May 26, 1994, of record in the Office of the Clerk of Court for Anderson County, SC in Slide 498, at Page 9, the metes and bounds, courses and distances as upon said plat appear being incorporated herein by

reference thereto. Said lot being bounded on the North by Sundance Trail; on the East by Lot No 34 of said plat; on the South by Lot No. 38 of said plat; on the West by Lot 41 and Lot No. 32 of said plat.

28. That Plaintiff is entitled to a Judgment extinguishing any interest Frank M. Musgrove, Jr., Janet M. Musgrove, and Apple Creek Associates of Hampton, Ltd. may have in the subject property and declaring that Teresa Holsey has the sole ownership interest in the subject property.

29. 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.

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

31. 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's failed to respond to the HMP solicitation.

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.

2. That Plaintiff is entitled to the relief sought in its second and third causes of action.

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED:

1. The legal descriptions on the deeds and mortgage described herein are hereby reformed to refer to that certain plat in Slide 498 at Page 9.

2. Any interest of Frank M. Musgrove, Jr., Janet M. Musgrove, and Apple Creek Associates of Hampton, Ltd. in the subject property is hereby extinguished.

3. There is due to the Plaintiff on the obligation and mortgage set forth in the Complaint the sum of Three Hundred Four Thousand Two Hundred Ninety-One and 43/100 Dollars (\$304,291.43) 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.

4. 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 10.875% percent per annum.

5. 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.

6. 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 Anderson County Courthouse in Anderson, South Carolina, on some convenient sales day hereafter, 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 Thirty (30) 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 10.875 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 purchase money mortgage with the proceeds of the loan being used to purchase the property.

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

7. 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.

8. Personal or deficiency judgment having been waived, the bidding will not remain open after the date of sale and compliance with the bid may be made immediately.

9. Pursuant to Section 2410(c), Title 28, United States Code, the Defendant United States of America has a right to redeem the subject property within 120 days after the date of the

foreclosure sale.

10. 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 Thirty (30) 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.

11. 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.

12. 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 Anderson 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 pursuant to the Protecting Tenants at Foreclosure Act of 2009.

13. 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.

14. 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.

15. 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 Master in Equity is authorized to omit from the indices pertaining to such conveyance the names of all parties not contained in said Deed.

16. 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.

17. Upon issuance of a Master in Equity'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:

That Mortgage originally given to WMC Mortgage Corporation by Stephen Holsey , Teresa Terry, dated April 3, 2000 and recorded May 24, 2000, in Mortgage Book 3755 at page 238 .

18. 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 situate, lying and being in Hopewell Township, County of Anderson, State of South Carolina, in School District Number Five, being known and designated as Lot Number Thirty-three, containing 2.03 acres more or less, as shown on a plat of Horseshoe Bend Subdivision made by Farmer & Simpson Engineers, dated May 26, 1994, of record in the Office of the Clerk of Court for Anderson County, SC in Slide 498, at Page 9, the metes and bounds, courses and distances as upon said plat appear being incorporated herein by reference thereto. Said lot being bounded on the North by Sundance Trail; on the East by Lot No 34 of said plat; on the South by Lot No. 38 of said plat; on the West by Lot 41 and Lot No. 32 of said plat.

This being the same property conveyed unto Stephen Holsey and Teresa Terry by Deed of Frank M. Musgrove, Jr. and Janet M. Musgrove, dated April 3, 2000 and recorded May 24, 2000 in Book 3755 at Page 234 and Re-recorded July 3, 2000 in Book 3799 at Page 205 in the Office of the RMC for Anderson County, South Carolina.

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276 in the Office of the RMC for Anderson County, South Carolina.

Thereafter, Apple Creek Associates of Hampton, Ltd. conveyed said property to Teresa Holsey by Quit-Claim Deed dated July 15, 2003 and recorded June 3, 2004 in Book 6192 at Page 2 in the Office of the RMC for Anderson County, South Carolina.

124 Steeplechase Drive, Belton, SC 29627

TMS # 171-00-09-010

19. 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.

20. 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's failed to respond to the HMP solicitation.

/s/ Ellis R. Drew, Jr.

Ellis Drew, Jr
Master in Equity For Anderson County

Anderson, South Carolina

Sept 15, 2014.