

STATE OF SOUTH CAROLINA)
)
 COUNTY OF DARLINGTON)
)
 H. Thad White,)
)
 Plaintiff,)
)
 VS)
)
 Petrel International, LLC,)
)
 Defendant.)

IN THE COURT OF COMMON PLEAS
 CASE NUMBER: 2013-CP-16-0366

RECEIVED

DEC 30 2014

SC Court of Appeals RECEIVED

SPECIAL REFEREE'S ORDER
 AND JUDGMENT OF

FORECLOSURE AND SALE

SC Court of Appeals

Pursuant to Rule 53 of the South Carolina Rules of Civil Procedure, 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 case.

A hearing in this matter was held on December 1, 2014. Present were Plaintiff and his attorney Bryan W. Braddock. Defendant did not appear for the hearing.

Pursuant to the said Order of Reference a hearing was held, evidence was presented, and from the testimony and evidence I find, conclude and order as follows:

FINDINGS OF FACT:

1. The Lis Pendens was filed on April 29, 2013.
2. The Summons and Complaint were filed on April 29, 2013.
3. Service upon the Defendant Petrel International, LLC was made by personal service of the registered agent, Haiyan Lin on May 17, 2013.
4. The Registered Agent for Defendant Petrel International, LLC filed a *Pro Se* Answer and Counterclaim on June 17, 2013. Plaintiff notified Defendant's Registered Agent by letter on July 9, 2013 that it was improper for Defendant to be represented *Pro Se*. The Plaintiff filed a motion for default which was granted by Judge Paul Burch on December 9, 2013. Defendant

2014 DEC -8 PM 12:30
 SCOTT B. SUGGS
 CLERK OF COURT/R.M.C.
 DARLINGTON COUNTY, S.C.

FILED

TRUE CERTIFIED COPY,
 [Signature]
 CLERK OF COURT/RMC
 DARLINGTON COUNTY, SC

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appealed the order of default to the South Carolina Court of Appeals which dismissed the appeal by order dated September 10, 2014. The Remittitur was sent from the Court of Appeals on September 30, 2014.

5. For value received, the Defendant Petrel International, LLC made, executed and delivered the Note dated December 22, 2009 promising thereby to pay to the order of H. Thad White, Jr. the sum of Two Hundred Seventy Thousand and no/100ths (\$270,000.00) Dollars with interest at the rate of 5% per annum. The note provides that the Defendant Petrel International, LLC would make monthly payments of principal and interest on a monthly basis beginning February 1, 2010 with a final payment due on January 1, 2020. A copy of the Note was introduced into evidence at the hearing as **Plaintiff's Exhibit 1**.

6. In order to better secure the payment of the Note described above and the indebtedness represented thereby the Defendant Petrel International, LLC executed and delivered to the Plaintiff a certain real estate mortgage wherein and whereby the Defendant Petrel International, LLC conveyed by way of mortgage the following described property:

(Darlington County Tax Parcel 087-00-01-031)

42
HP
All that certain piece, parcel or tract of land with the improvements thereon, situate, lying and being located in the County of Darlington, State of South Carolina, designated as Tract #3 on a plat of survey made by M.E. Lind, Jr. dated October 28, 1968 and amended April 14, 1972, a copy of which is recorded on the office of the Clerk of Court for Darlington County in Plat Book 57 at Page 141. Said tract is shown on said plat as containing 7.3 acres, more or less, and is bounded according thereto on the Northwest by property of J.W. Dowling; on the East by Tract #3-A; and on the South by right-of-way of Interstate Highway #20.

ALSO: All that certain piece, parcel or tract of land with the improvements thereon, situate, lying and being located in the County of Darlington, State of South Carolina, designated as Tract #3-A on a plat of survey made by M.E. Lind, Jr. dated October 28, 1968 and amended April 14, 1972, a copy of which is recorded on the office of the Clerk of Court for Darlington County in Plat Book 57 at Page 141. Said tract is shown on said plat as containing 5.0 acres, more or less, and is bounded according thereto on the Northwest by property of J.W. Dowling; on the Northeast by property of Rev. J.W. Dowling; on the South by right-of-way of Interstate Highway #20; and on the West by tract #3 as shown on said plat.

For a more complete description of the above referenced tract, reference is had to the above referred to plat.

This being the same property conveyed to Petrel International, LLC by deed of H. Thad White dated December 22, 2009 and recorded in the office of the Clerk of Court for Darlington County in Deed Book 1058 at Page 5852.

7. The mortgage set forth hereinabove was duly and properly executed and thereafter filed in the office of the Clerk of Court for Darlington County in Book 1058 at Page 5856-5860 on December 23, 2009. The aforesaid mortgage was placed into evidence at the hearing as **Plaintiff's Exhibit 2**. The aforesaid mortgage constitutes a first lien on the property described hereinabove.

8. Payments due on the Note to the Plaintiff from the Defendant Petrel International, LLC have not been made as provided for in the Note 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 its attorney for collection.

9. The sum of Three Thousand and 00/100ths (\$3,000.00) Dollars is a reasonable fee to allow as attorney's fees for Plaintiff's attorney for services performed and anticipated to be performed until final adjudication of the within action under the terms of the note and mortgage.

10. The amount due and owing on the note to the Plaintiff from the Defendant Petrel International, LLC, with interest, at the rate provided in the note, and other costs and expenses of collection, including an attorney's fee, secured by the note and mortgages, is as follows:

(a)	Initial Principal and Interest Due through November 1, 2012	\$273,556.00
(b)	Interest (11/1/12 through 12/1/14 – date of hearing) (per diem is \$36.98)	\$28,104.80
(c)	Costs of Collection Prior to Hearing	
	- Clerk of Court (filing fees)	150.00
	- Title Search	50.00
	- Special Referee	250.00
	- Service	54.74
(d)	Attorney's Fee	3,000.00

(e) Estimated Publication

450.00

TOTAL DEBT SECURED BY NOTE AND MORTGAGE INCLUDING
INTEREST TO DATE SHOWN

\$ 305,615.54

11. The Plaintiff is seeking the usual foreclosure of the mortgage and has at the hearing of this matter expressly waived the right to a deficiency judgment.

CONCLUSIONS OF LAW

I, THEREFORE, CONCLUDE AS FOLLOWS:

1. The Plaintiff should have judgment of foreclosure of its mortgage.
2. The mortgaged properties should be ordered sold at Public Auction after due advertisement. The sale shall be subject to taxes and assessments that are due on the date of sale.
3. The proceeds arising from such sale should be applied, first, to the costs, fees, and disbursements of this action, and next, to the payment and discharge of the amount of Plaintiff's debt and interest, or so much thereof as the proceeds will pay, and any surplus should be held pending further Order of this Court.

NOW, ON MOTION OF PLAINTIFF'S ATTORNEY,

IT IS SO ORDERED, ADJUDGED AND DECREED:

1. That there is due to the Plaintiff on the obligation and Mortgages set forth in the Complaint the sum of Three Hundred and Five Thousand Six Hundred and Fifteen and 54/100ths (\$305,615.54) Dollars representing the total debt due Plaintiff as set out in Paragraph 10, supra, together with interest at the rate provided in said obligation on the balance of principal from the date aforesaid to the date hereof.

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NS

2. The amount due in the preceding Paragraph (the "Total Debt" as set forth in Paragraph 10, supra, and later accrued interest on the principal) shall constitute the total Judgment debt due the Plaintiff and shall bear interest hereafter at the legal rate.

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

4. That on default of payment at or before the time herein indicated, the mortgaged premises described in the Complaint, as hereinafter set forth, be sold by the undersigned Special Referee at Public Auction, at the Darlington County Courthouse, County and State aforesaid, on Tuesday, January 6, 2015 at 12:30 o'clock P.M., on the following terms:

a. FOR CASH: The undersigned Special Referee will require a deposit of five (5%) percent 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 the case of non-compliance, within thirty (30) days, same to be forfeited and applied to the costs and Plaintiff's debt, without further notice.

b. Interest on the balance of the bid shall be paid to the day of compliance at the rate of interest of 5% percent per annum.

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

d. Purchaser to pay for the preparation of the Deed, documentary stamps and costs of recording the Deed.

5. If 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's in full, Plaintiff may pay to the undersigned Special Referee only the amount of the costs and expenses crediting the balance of the bid on Plaintiff's indebtedness.

6. No personal or deficiency judgment being demanded, the bidding will not remain open after the date of sale, but compliance with the bid may be made immediately.

7. The undersigned Special Referee will, by advertisement according to law, give notice of the time, date 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 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 undersigned Special Referee 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 the Plaintiff is the successful bidder, at his option, or the option of his assignee, the Deed may be taken subject to payment by Grantee of any taxes or assessments constituting a lien against the property sold under the Order and hereinafter more fully described.

8. That the undersigned Special Referee apply the proceeds of the sale as follows:

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180
FIRST: To the payment of the amount of the costs and expenses of this action;

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

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

9. IT IS FURTHER ORDERED, ADJUDGED AND DECREED that in the event the successful bidder is other than the Defendant in possession herein, the Sheriff of Darlington 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 its assigns in full, quiet and peaceable possession of said premises without delay, and to keep said successful bidder or its assigns in such peaceable possession.

10. IT IS FURTHER ORDERED, ADJUDGED AND DECREED that each Defendant named herein and all persons whosoever 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. IT IS FURTHER ORDERED, ADJUDGED AND DECREED 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 Clerk of Court/Register of Mesne Conveyances is authorized to omit from the indices pertaining to such conveyance the names of all parties not contained in said deed.

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

(Darlington County Tax Parcel 087-00-01-031)

47
10
All that certain piece, parcel or tract of land with the improvements thereon, situate, lying and being located in the County of Darlington, State of South Carolina, designated as Tract #3 on a plat of survey made by M.E. Lind, Jr. dated October 28, 1968 and amended April 14, 1972, a copy of which is recorded on the office of the Clerk of Court for Darlington County in Plat Book 57 at Page 141. Said tract is shown on said plat as containing 7.3 acres, more or less, and is bounded according thereto on the Northwest by property of J.W. Dowling; on the East by Tract #3-A; and on the South by right-of-way of Interstate Highway #20.

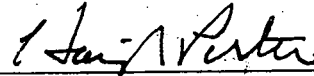
ALSO: All that certain piece, parcel or tract of land with the improvements thereon, situate, lying and being located in the County of Darlington, State of South Carolina, designated as Tract #3-A on a plat of survey made by M.E. Lind, Jr. dated October 28, 1968 and amended April 14, 1972, a copy of which is recorded on the office of the Clerk of Court for Darlington County in Plat Book 57 at Page 141. Said tract is shown on said plat as containing 5.0 acres, more or less, and is bounded according thereto on the Northwest by property of J.W. Dowling; on the Northeast by property of Rev. J.W. Dowling; on the South by right-of-way of Interstate Highway #20; and on the West by tract #3 as shown on said plat.

For a more complete description of the above referenced tract, reference is had to the above referred to plat.

This being the same property conveyed to Petrel International, LLC by deed of H. Thad White dated December 22, 2009 and recorded in the office of the Clerk of Court for Darlington County in Deed Book 1058 at Page 5852.

13. The undersigned will retain jurisdiction to do all necessary acts incident to this foreclosure including, but not limited to, the issuance of a writ of assistance.

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Haigh Porter
Special Referee for Darlington County


Florence, South Carolina

December 5, 2014.

2014 DEC - 8 PM 12:31
SCOTT B. SUGGS
CLERK OF COURT/R.O.D.
DARLINGTON COUNTY, S.C.

FILED

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DARLINGTON COUNTY, SC