

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

FORM 4

JUDGMENT IN A CIVIL CASE

CASE NO. 2012 CP-40-07878

RECEIVED

FEB 23 2015

SC Court of Appeals

RÖYALS PORTFOLIO, LLC, an assignee of Bank of America, N.A., formerly known as NationsBank, N.A., which is Successor by Merger to NCNB South Carolina

CHARLIE KELLY;
 and DOROTHY SIMPSON

PLAINTIFF(S)

DEFENDANT(S)

Submitted by: Paul Harrill	Attorney for : <input checked="" type="checkbox"/> Plaintiff <input type="checkbox"/> Defendant or <input type="checkbox"/> Self-Represented Litigant
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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: Master's Decree and Judgment of Foreclosure and Sale

ORDER INFORMATION

This order ends does not end the case.

Additional Information for the Clerk :

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)
		\$
		\$
		\$

If applicable, describe the property, including tax map information and address, referenced in the order:

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

Master

Judge Code

2097

Date

12-12-14

STATE OF SOUTH CAROLINA)
)
COUNTY OF RICHLAND)

IN THE COURT OF COMMON PLEAS
Civil Action No.: 2012-CP-40-07878

ROYALS PORTFOLIO, LLC, an assignee
of Bank of America, N.A., formerly known
as NationsBank, N.A., which is Successor
by Merger to NCNB South Carolina,

Plaintiff,

v.

CHARLIE KELLY; and
DOROTHY SIMPSON,

Defendants.

**MASTER'S DECREE
and
JUDGMENT OF
FORECLOSURE AND
SALE**

RECEIVED
(Deficiency Demanded)

FEB 23 2015

SC Court of Appeals

RECEIVED
CLERK OF COURT
FEB 23 2015
11:10
RICHLAND COUNTY

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. Any appeal from this Order is to the South Carolina Supreme Court or to the South Carolina Court of Appeals.

Pursuant to the said Order of Reference, a hearing was held on September 10, 2014 and was attended by the attorneys of record. Testimony was taken, and upon consideration of the testimony and evidence submitted, I find and conclude as follows:

PROCEDURAL STATUS

1. The Lis Pendens was filed on November 28, 2012 in the Office of the Clerk of Court for Richland County.
2. The Summons and Complaint were filed on November 28, 2012 in the Office of the Clerk of Court for Richland County.
3. Service was made upon the Defendants named in this Decree as is shown by the Affidavits of Service filed herein.

4. The Defendants filed an Answer and Counterclaim to the Complaint, and demanded a jury trial.

5. On July 31, 2013, Defendants filed a Notice of Motion and Motion to Compel Plaintiff to Comply with Supreme Court Administrative Order 2011-05-02-01 (the "Administrative Order").

6. Although Plaintiff's counsel disagreed that this case is subject to the Home Affordable Modification Program or the Administrative Order, Royals Royals served upon the Defendants in this case a letter dated October 17, 2013 and a Notice of Mortgagor's Right to Foreclosure Intervention (the "Notice").

7. On January 10, 2014, Royals filed its Counsel's Certification Regarding Compliance with South Carolina Supreme Court Administrative Order 2011-of-02-01 and the HMP.

8. This Court finds that Royals has complied with its obligations, if any, under the Administrative Order and HMP as set forth in a separate order on that issue, which was raised again by the Defendants at the end of the trial.

9. On November 26, 2013, Plaintiff Royals Portfolio, LLC ("Royals") filed a motion to strike Defendants' demand for a jury trial. The demand for a jury trial was withdrawn and the case was referred to the undersigned Richland County Master in Equity on January 15, 2014.

10. The defendants were notified of the time, date, and place of hearing in this matter.

FINDINGS OF FACT

11. Pinewood Care Home, Inc., a South Carolina corporation (hereinafter "Pinewood Care") conducted business as an assisted living facility the ("Pinewood Facility") and owned real property in Richland County, South Carolina (defined below as the "Pinewood Property"). The

Pinewood Property contained the buildings and improvements associated with the Pinewood Facility, and also, at its Southeastern most boundary, a single family residential home commonly known as 2800 McCords Ferry Road, Eastover, South Carolina (the "Kelly Residence").

12. The Kelly Residence was used from time to time in providing care and residence for the patients at the Pinewood Facility.

13. On or about September 13, 1989, NCNB South Carolina ("NCNB") agreed to make a loan to Pinewood Care in the initial principal amount of \$950,000.00 (the "\$950,000 Loan"). As consideration for the \$950,000 Loan, Pinewood Care executed and delivered to NCNB a Note evidencing the \$950,000 Loan dated September 13, 1989 in the amount of \$950,000.00 (the "\$950,000 Note").

14. The \$950,000 Note was secured by a Mortgage given by Pinewood Care in favor of NCNB, its successors and assigns, dated September 13, 1989 and recorded in the office of the Register of Deeds for Richland County, South Carolina, on September 14, 1989, at 12:53 p.m. in Mortgage Book M-1221, Page 385 (the "\$950,000 Mortgage"). The \$950,000 Mortgage encumbered property located in Richland County, South Carolina more particularly described on Exhibit A attached thereto (the "Pinewood Property"). The \$950,000 Mortgage constituted a first priority mortgage lien.

15. On or about December 17, 1993, NationsBank of South Carolina, N.A. ("NationsBank"), as successor in interest to NCNB, agreed to make another loan to Pinewood Care in the initial principal amount of \$350,000.00 (the "\$350,000 Loan"). As consideration for the \$350,000 Loan, Pinewood Care executed and delivered to NationsBank a Commercial Note - Time evidencing the \$350,000 Loan dated December 17, 1993, in the amount of \$350,000 (the "\$350,000 Note").

16. The \$350,000 Note was secured by a Mortgage of Real Estate given by Pinewood Care in favor of NationsBank, its successors and assigns, dated December 17, 1993 (the "\$350,000 Mortgage"). The \$350,000 Mortgage was recorded in the office of the Register of Deeds for Richland County, South Carolina, on December 20, 1993, at 2:43 p.m. in Mortgage Book M-1673, Page 814. The \$350,000 Mortgage constituted a second priority mortgage lien, junior only to the \$950,000 Mortgage.

17. In December of 1997, the \$350,000 Note and the \$950,000 Note were in default. Thereafter, Pinewood Care entered into that certain Forbearance Agreement wherein NationsBank agreed to forebear from exercising its after default remedies under the notes, mortgages, and other documents evidencing the \$950,000 Loan and the \$350,000 Loan until March 3, 1998 in exchange for certain payments covenants and promises. The forbearance period expired and the Notes were not paid.

18. In June of 1998, NationsBank filed a civil action in Richland County against Pinewood Care seeking foreclosure of the \$950,000 Mortgage and the \$350,000 Mortgage. On April 13, 1999, the court entered an Order for Partial Summary Judgment granting, among other things, two (2) monetary judgments in favor of Bank of America, successor to NationsBank, and against Pinewood Care on the \$950,000 Note, the \$350,000 Note (the "1999 Judgment").

19. On June 23, 1999 an Amended Master's Decree and Judgment of Foreclosure and Sale was issued by the Master in Equity for Richland County in relation to the foreclosure of the Pinewood Property.

20. Prior to a foreclosure sale of the Pinewood Property, Pinewood Care filed a petition for relief under chapter 11 of the United States Bankruptcy Code on or about August 4, 2000, thus staying any further action in the foreclosure action at that time.

21. As part of the resolution of the Pinewood Care bankruptcy action, Bank of America agreed to accept \$760,000.00 (the "Sales Proceeds") in exchange for allowing Pinewood Care to sell a portion of the Pinewood Property, other than the Kelly Residence, to Myrtlecrest Residential Care Home, LLC ("Myrtlecrest") free and clear of liens of the \$950,000 Mortgage and the \$350,000 Mortgage.

22. On or about February 6, 2001, Pinewood Care transferred 7.32 acres of the Pinewood Property to Myrtlecrest, which transferred parcel is identified as Parcel A on that Plat dated January 15, 2001 and recorded in Richland County in Plat Book 481, Page 421 (the "Myrtlecrest Plat").

23. The Kelly Residence is the remaining portion of the Pinewood Property that was retained by Pinewood Care, which retained parcel is shown as Parcel B on the Myrtlecrest Plat. Bank of America applied the Sales Proceeds to pay down the 1999 Judgment, which was applied to the \$950,000 Note, with nothing being applied to the \$350,000 Note.

24. Bank of America agreed to release from the \$950,000 Mortgage and the \$350,000 Mortgage that portion of the Pinewood Property identified as Parcel A on the Myrtlecrest Plat. The order of the Bankruptcy Court dated January 24, 2001 approving the sale stated: "Bank of America ... shall retain all other mortgages and security interests, to secure the balance of its unpaid indebtedness."

25. On October 1, 2002, Bank of America transferred its interest in the 1999 Judgment, the \$950,000 Mortgage and the \$350,000 Mortgage to Royals pursuant to that Assignment, recorded in Richland County on December 29, 2003 in Book R-889, Page 1595.

26. On March 19, 2004, Pinewood Care transferred the Kelly Residence by deed to Mozelle Kelly and Charlie Kelly, which deed was recorded in Richland County in Book 914, Page 1561.

27. Subsequently, Mozelle Kelly died and her ownership interest in the Kelly Residence was transferred by deed of distribution to Dorothy Simpson, which deed of distribution was recorded on or about May 3, 2007 in Richland County in Book 1309 at Page 2732.

28. A note on the face of the Boone's Farm Plat states: "Parcel A consists of areas to be abandoned in favor of adjoiner's encroachment." Based on the note contained on the face of the Boone's Farm Plat, the parties hereto believe that the tract of land identified on the Boone's Farm Plat as Parcel A, (which includes the Access Area) was intended to be abandoned in favor of the owner of the Kelly Residence and the remaining Pinewood Property; however no title record granting such tract of land to the owner of the Kelly Residence or the remaining Pinewood Property has been found.

29. In an unrelated transaction, Simpson purchased the parcel identified as "Tract 11" on the Boone's Farm Plat by deed dated May 2, 1997 and recorded in Book 1380, Page 242 (the "Tract 11 Deed"). Tract 11 is adjacent to the southern border of the tract of land identified on the Boone's Farm Plat as Parcel A, and the Tract 11 Deed did not purport to transfer any rights in the Access Area.

30. The Access Parcel has been used by the owners of the Kelly Residence for ingress and egress since at least 1997.

31. Therefore, as of September, 2009, the Access Parcel was owned by Simpson (or Simpson and Kelly jointly) either by way of the abandonment of the parcel in favor of Pinewood

and subsequent transfers, by adverse possession, or by way of her purchase of the parcel adjacent to the Southeast corner of the Pinewood Property.

32. As part of the resolution of the Kelly bankruptcy action, Royals and Defendants agreed to enter into an Agreement Regarding Existing Debt.

33. On or about September 9, 2009, Defendants executed and delivered to Royals, for good and valuable consideration, that Agreement Regarding Existing Debt dated September 9, 2009, whereby Defendants agreed that they owed Royals \$400,000.00 (the "Stipulated Existing Debt."

34. Pursuant to the Agreement Regarding Existing Debt (the "Note"), Royals agreed to allow Defendants to satisfy the Stipulated Existing Debt by paying a lesser sum of \$125,000.00, plus accruing interest and other costs and charges as set forth in the Note (the "Reduced Payment Sum"), but only if Defendants strictly complied with the terms of the Note.

35. Defendants agreed to pay Plaintiff the Reduced Payment Sum under the terms set forth therein.

36. Plaintiff agreed that upon full and prompt payment of the Reduced Payment Sum as required in the Note, Plaintiff would release Defendants from any further liability for the Stipulated Existing Debt.

37. In order to better secure the payment of the Note and indebtedness secured thereby, Defendants executed and delivered to Plaintiff, its successors and assigns, an Acknowledgment of Existing Liens and Mortgage of Real Estate dated September 9, 2009, which is recorded in the records of Richland County, South Carolina, in Book 1556 at Page 3427 (the "Mortgage").

38. By way of the Mortgage, Simpson and Kelly not only recognized and acknowledged the Existing Liens, but also granted to Royals a mortgage on the Kelly Residence, including the Access Parcel.

39. The mortgage expressly secures the Note.

40. The real property encumbered by the Mortgage includes the Kelly Residence and the Access Parcel and all other property described therein.

41. The \$950,000 Mortgage, the \$350,000 Mortgage, and the Mortgage are priority liens on the Property.

42. Pursuant to the terms of the Note, Defendants agreed to pay all costs and expenses of Royals, including attorney's fees and court costs, incurred in collection of the debt.

43. The Note has been referred to the undersigned attorneys for collection on behalf of the Plaintiff and Defendants have been given notice of such referral.

44. Defendants failed to make the scheduled payment required under the Note in January 2011.

45. Despite written demand for the missed payment, the Defendants failed or refused to make the January 2011 payment. Therefore, every payment Defendants made thereafter was untimely.

46. Royals continued to make demand for Defendants to bring the payments current without response.

47. Defendants' failure to make timely payments when due under the Note is an Event of Default under the terms of the Note.

48. On March 20, 2012, Royals provided written notice of the continuing payment default and notified Defendants that as a result of the default for failure to pay all amounts due

on the debt servicing of the Reduced Payment Sum, the entire remaining amount of the Stipulated Existing Debt was now due, which amount at that time was \$338,587.63.

49. The written notice also informed Defendants that any future, partial payments made by Defendants would be applied to the Stipulated Existing Debt as described in the letter and that acceptance of such payments would not be deemed a waiver of the default.

50. Defendants continued to make untimely monthly payments until December 2012. Each such payment was applied to the Stipulated Existing Debt.

51. Pursuant to the terms of the \$950,000 Mortgage, the \$350,000 Mortgage, and the Mortgage, Defendants agreed to pay all real estate taxes that are due and owing on the Property and deliver proof of payment to Royals not less than 10 days before the real estate taxes become delinquent.

52. Defendants failed to deliver to Royals proof of payment of the 2011 real estate taxes for the Property prior to those taxes becoming delinquent.

53. In fact, Defendants did not pay the real estate taxes due and owing on the Property for the year 2011.

54. As a result, on November 27, 2012 Plaintiff paid those real estate taxes in the amount of \$1,617.29, and that amount has been added to the amount secured by the \$950,000 Mortgage, the \$350,000 Mortgage, and the Mortgage.

55. Defendants failure to pay timely the taxes due on the Property for 2011 and the Defendants failure to deliver to Plaintiff proof of payment of the 2011 taxes, both constitute an event of default under the terms of the \$950,000 Mortgage, the \$350,000 Mortgage, and the Mortgage.

56. Defendants have not made any payments to Royals since December 2012.

57. Defendant Dorothy Simpson testified that she was making partial monthly payments to her attorney (out of which his fees were being deducted), but recently withdrew most of that money to help her daughter avoid a foreclosure of her house.

58. Defendant Simpson further testified that because of the payment of her daughter's debts she does not have sufficient funds in escrow or otherwise to pay all of the past due payments that are due Royals, even if that was an option here.

59. The Court is informed that Royals has incurred \$32,263.33 of attorneys' fees and \$3,061.36 in costs through September 8, 2014. Therefore, Royals' total attorneys' fees and cost incurred through September 8, 2014 is \$35,324.69. The Court is informed that Royals has continued to incur and will continue to incur additional attorneys' fees and costs in the anticipated amount of \$6,000.00 until the conclusion of this matter, including the cost of preparing for and attending the foreclosure hearing, preparing the post-trial submissions requested by the court, and attending the sale and preparation of the post sale documents. The Court finds that \$41,324.69 is a reasonable amount to allow as attorneys' fees and costs for services performed and anticipated to be performed until final adjudication under the circumstances of this case.

60. The following is an assessment of the attorneys' fees and costs in light of the holding in *Baran Data Sys., Inc. v. Loder*, 377 S.E.2d 296 (S.C. Sup. Ct. 1989). (1) This case involves a contested foreclosure action. Defendants filed and answer and asserted defenses and a counterclaim against the Plaintiff. Defendants have prolonged this process for almost two years and have aggressively challenged this foreclosure proceeding throughout, including a contested foreclosure hearing on September 10, 2014. (2) The attorneys' fees were billed by the number of hours worked on the file. Based upon the nature of the case, the complexity of the case, and the

extent to which the judgment debtor defended the case, it appears that a reasonable amount of time was devoted to the case and that the work was performed efficiently. (3) Plaintiff's counsel has been admitted to practice law in South Carolina for twenty-four (24) years. He has handled numerous complex commercial foreclosure and collection actions, including several before this Court. He is a lawyer in good standing with the South Carolina Bar and am a lawyer in good standing in the practice area of commercial foreclosures and collection actions. (4) This case was handled upon an hourly fee basis per agreement with the client. (5) The fees and costs incurred in this case are within the range of fees customarily charged in South Carolina for similar services, including a contested merits hearing. (6) A favorable result was obtained on behalf of the Plaintiff.

61. As of September 9, 2014, there was due and owing on the Mortgage pursuant to the terms of the Note, including attorneys' fees and costs the following:

Principal (Stipulated Existing Debt)	\$400,000.00
Total Payments Made	(\$ 81,952.06)
Attorneys' Fees and Costs	<u>\$ 41,324.69</u>
TOTAL	\$359,372.63

62. Therefore, Defendants owe Royals on the Note as secured by the Mortgage the sum of \$359,372.63.

63. Royals is entitled to and hereby seeks foreclosure of the Mortgage.

64. Royals hereby demands deficiency judgment against the Defendants for any deficiency remaining on the indebtedness after the foreclosure sale of the Property.

65. The owners of the Property at the time of the filing of the Mortgage and at the time of the filing of the Lis Pendens were Charlie Kelly and Dorothy Simpson.

66. Plaintiff is entitled to and hereby seeks a judgment of foreclosure and sale of the Property.

67. This action is taken subject to all senior encumbrances, which would be revealed by a title examination of the Property.

68. This action is taken subject to all applicable taxes due and payable, accrued and accruing on the Property encumbered by the Mortgage.

CONCLUSIONS OF LAW

I, therefore, conclude as follows:

The Agreement Regarding Existing Debt is a Promissory Note *See, e.g., Folk v. Moore*, 103 S.C. 266 (1916); *Green v. Spires*, 50 S.E.2d 554, 556, 71 S.C. 107 (1905); *Pepoon v. Stagg*, 1 Nott & McC. 102 (1818) (no precise form of words necessary to constitute a promissory note, so long as it is a promise to pay unconditionally); *See, also* SC Code Ann. § 36-9-102(65) (“Promissory Note” means an instrument that evidences a promise to pay a monetary obligation).

Royals has complied with the Administrative Order of the South Carolina Supreme Court as set forth more fully in a separate order from this Court.

The Defendants are in default and Royals should have judgment of foreclosure of the Mortgage and the mortgaged Property should be ordered sold at public auction after due advertisement.

The mortgaged Property shall include the Access Parcel as described in the Mortgage and in the Complaint.

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED:

1. There is due to the Plaintiff on the obligation and Mortgage set forth in the Complaint the sum of \$359,372.63, representing the Total Debt due Plaintiff as of September 9, 2014, as set out above.

2. The amount due in the preceding paragraph (the "Total Debt" as set forth above) shall constitute the total judgment debt due the Plaintiff.

3. That the Defendant 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.

4. That on default of payment at or before the time herein indicated, the mortgaged Property described in the Complaint, as hereinafter set forth, be sold by the undersigned Master-In-Equity at public auction, at the Richland County Judicial Center, 1701 Main Street, in the City of Columbia, County and State aforesaid, 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 undersigned Master-In-Equity will require a deposit of 5% on the amount of the bid (in cash or equivalent) same to be applied to the purchase price only upon compliance with the bid, but in case of non-compliance within twenty (20) days same to be forfeited and applied to the costs and Plaintiff's debt.

(b) The sale shall be subject to taxes and assessments, existing easements and restrictions and easements and restrictions of record, and any other senior encumbrances.

(c) Purchaser to pay for deed stamps and cost of recording the deed.

5. If the Plaintiff's representative is not in attendance at the scheduled time of the sale, the sale shall be cancelled and sold on some subsequent sales day after due advertisement.

6. If Plaintiff is the successful bidder at the said sale, for a sum not exceeding the amount of costs, expenses, and the indebtedness of 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. No deposit shall be due if Plaintiff is the successful bidder.

7. Personal and deficiency judgment being **demanded** against Defendants Charlie Kelly and Dorothy Simpson, the sale shall be held open for thirty days after the sale date.

8. 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 will execute to the Purchaser, or Purchasers, a deed to the Property sold. The Plaintiff, or any other party to this action, may become a purchaser at such sale. Should the Purchaser, or Purchasers, fail to comply with the terms thereof within twenty (20) days after date of sale, then the undersigned Master 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. At the hearing on this matter, the undersigned directed that the property be advertised for sale. In the event an advertisement is published prior to the entry of this written Order, such advertisement is hereby ratified and approved nunc pro tunc as if same were published after the entry of this Order.

9. That the undersigned Master will 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.

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

NEXT: Any surplus will be held pending further Order of this Court.

10. 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 Richland 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 such peaceable possession.

11. And it is further ORDERED, ADJUDGED AND DECREED that the Defendants named herein, and all persons whosoever claiming under them or it be forever barred and foreclosed of all right, title, interest, and equity of redemption in the said mortgaged Property so sold, or any part thereof.

12. IT IS FURTHER ORDERED that, pursuant to S.C. Code ann. Section 30-9-31 (2007), the deed of conveyance made pursuant to this sale shall be indexed in the grantor index by the Register of Mesne Conveyance/Clerk of Court in the name of the owner of record of subject property immediately prior to execution of the deed, as well as in the name of the undersigned Master-In-Equity, who executes such deed as grantor.

13. The undersigned Master-In-Equity will retain jurisdiction to do all the necessary acts incident to this foreclosure including, but not limited to, the issuance of a Writ of Assistance and disposing of any surplus funds pursuant to Rule 71(c), SCRPC.

The following is a description of the premises to be sold:

All that certain piece, parcel or lot of land with the improvements thereon, situate, lying and being in the County of Richland, State of South Carolina, being shown and delineated

as Parcel "B", containing 0.65 acre, more or less, on a plat prepared for Mozell Kelly and Charlie Kelly by Donald G. Platt, RLS dated March 14, 2004, and recorded in the Office of the ROD for Richland County in Plat Book 913 at Page 1444; said parcel having such metes and bounds as shown on said plat, which is being incorporated herein by reference as a part of this description.

This being the same property conveyed by Pinewood Care Home, Inc. to Mozell Kelly and Charlie Kelly by the deed recorded in the Office of the ROD for Richland County in book 914 at page 1561.

TOGETHER with all and singular rights, members, hereditaments and appurtenances belonging or in any way incident or appertaining to the Land hereinabove described; all easements, rights of way, gores of land, streets, ways, alleys, passages, sewer rights, waters, water courses, water rights and powers, and all estates, rights, titles, interests, privileges, liberties, tenements, hereditaments and appurtenances whatsoever, in any way belonging, relating or appertaining to any of the Land hereinabove described, or which hereafter shall in any way belong, relate or be appurtenant thereto, whether now owned or hereafter acquired by Mortgagor, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof, and all the estate, right, title, interest, property, possession, claim and demand whatsoever, at law and in equity, of Mortgagor of, in and to the same; as well as all improvements now or hereafter situated on the Land.

TOGETHER with all items commonly known as "fixtures" now or hereafter attached to the Land hereinabove described.

TOGETHER with all right, title and interest of the Mortgagor, if any, in and to the land lying in the bed of any street, road or avenue, opened or proposed, in front of or adjoining the Land hereinabove described to the center line thereof.

TOGETHER with any and all awards or payments, including interest thereon, and the right to receive the same, which may be made with respect to the premises as a result of (a) the exercise of the right of eminent domain, (b) the alteration of the grade of any street, or (c) any other injury to or decrease in the value of the premises, to the extent of all amounts, which may be secured by this Mortgage at the date of receipt of any such award or payment by the Lender, and of the reasonable counsel fees,

costs and disbursements incurred by the Mortgagee in connection with the collection of such award or payment. The Mortgagor agrees to execute and deliver, from time to time, such further instruments as may be requested by the Mortgagee to confirm such assignment to the Mortgagee of any such award or payment. All of the foregoing, together with said real estate are herein referred to as "Property."

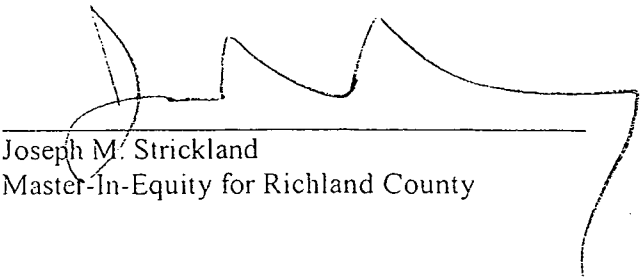
TMS #37200-06-04

Property Address: 2800 McCords Ferry Road, Eastover, South Carolina

(the "Property")

IT IS SO ORDERED.

Dec
October 12, 2014
Columbia, South Carolina



Joseph M. Strickland
Master-In-Equity for Richland County