

STATE OF SOUTH CAROLINA

COUNTY OF CHARLESTON

US Bank National Association, as Trustee for the holders of Bear Stearns ARM Trust, Mortgage Pass-Through Certificates, Series 2005-4,

Plaintiff,

vs.

Anne B. Glassburn; Donivon D. Glassburn; The Bank of New York Mellon f/k/a The Bank of New York Indenture Trustee on behalf of the Note Holders, CWHEQ Revolving Home Equity Loan Trust Series 2007-A Trust; Tideland Bank; Atlantic Bank and Trust,

Defendant(s).

(511784.17316 CSG)

IN THE COURT OF COMMON PLEAS

DOCKET NO.: 2010-CP-10-10122

RECEIVED

APR 13 2015

ORDER

SC Court of Appeals

BY [Signature]

JULIE J. ARMSTRONG
CLERK OF COURT

2014 JUN 30 AM 11:51

FILED

This matter came before me at a hearing on June 2, 2014 on Plaintiff's Motion to Lift Stay in Case filed on September 30, 2013, Defendants Anne B. Glassburn and Donivon D. Glassburn's Motion to Amend their Answer filed on November 8, 2013 and Defendants Anne B. Glassburn and Donivon D. Glassburn's Motion to Compel and for Sanctions dated May 29, 2014. Charles S. Gwynne Jr., Esquire, appeared on behalf of the Plaintiff; and David K. Haller, Esquire and Amanda Reece, Esquire appeared on behalf of the Defendants Anne B. Glassburn and Donivon D. Glassburn ("Defendants").

Defendants allege that the Plaintiff has not complied with the South Carolina Supreme Court Administrative Order 2009-05-20-01 dated May 22, 2009 regarding the Home Affordable Modification Program ("HAMP") and the South Carolina Supreme Court Administrative Order 2011-05-02-01 dated May 2, 2011 regarding all loss mitigation options ("Orders"). Defendants argue the Plaintiff has failed to fully participate in discovery and failed to produce certain loss mitigation underwriting documents that would demonstrate a bad faith review of the borrower's

[Handwritten Signature]

loan for a loan modification. Plaintiff argues that it has produced underwriting documents subject to a protective order that clearly demonstrate, based on the financial information provided by the Defendants, that the Defendants were fully reviewed, but denied, for a loan modification under HAMP and non-HAMP options.

The Court finds that the Orders require the parties to act in good faith in loss mitigation review of eligible mortgage loans. The Orders requires lenders to review loans through its normal loss mitigation processes and procedures. The Court is not free to substitute its own judgment when lenders have acted within its discretion to deny a borrower for a loan modification. This is akin to the business judgment rule. Additionally, the Court finds that the Orders do not create a private right of action for borrowers.

The court finds that the Plaintiff has demonstrated good faith and reasonable efforts in reviewing the Defendants for a loan modification under the Orders. It is important to note that the Defendants loan is an interest only loan and the court recognizes the difficulty in modifying this type of loan.

The Plaintiff's Motion to Lift Stay in Case is granted and the case may proceed to a final foreclosure hearing. The Defendants' two remaining motions are based on alleged failure of the Plaintiff to comply with the administrative Orders. Based on the Court's ruling the Defendants' Motion to Amend their Answer and Motion to Compel and for Sanctions are denied.

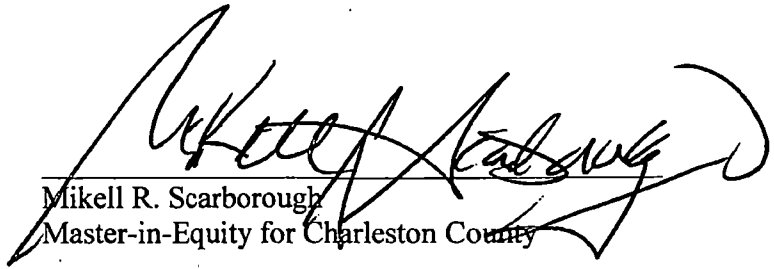
IT IS THEREFORE ORDERED THAT:

1. Plaintiff's Motion to Lift Stay in Case is granted;
2. Defendants Motion to Amend their Answer is denied;

A handwritten signature in black ink, appearing to be 'MCS', is located in the lower right quadrant of the page.

3. Defendants Motion to Compel and for Sanctions is denied.

AND IT IS SO ORDERED.



Mikell R. Scarborough
Master-in-Equity for Charleston County

6/24, 2014

STATE OF SOUTH CAROLINA

COUNTY OF CHARLESTON

US Bank National Association, as Trustee for the holders of Bear Stearns ARM Trust, Mortgage Pass-Through Certificates, Series 2005-4,

Plaintiff,

vs.

Anne B. Glassburn; Donivon D. Glassburn; The Bank of New York Mellon f/k/a The Bank of New York Indenture Trustee on behalf of the Note Holders, CWHEQ Revolving Home Equity Loan Trust Series 2007-A Trust; Tidelands Bank; Atlantic Bank and Trust,

Defendant(s).

(511784.17316 CSG)

Charles S. Gwynne Jr., Esquire
Attorney for the Plaintiff

David K. Haller, Esquire
Attorney for Defendants Anne B. Glassburn and Donivon D. Glassburn

Amanda Reece, Esquire
Attorney for Defendants Anne B. Glassburn and Donivon D. Glassburn

Samuel H. Altman, Esquire
Attorney for Defendant Tidelands Bank

Scott B. Umstead, Esquire
Attorney for Defendant Atlantic Bank and Trust

A hearing was held on December 2, 2014 at 9:30 A.M. Evidence was presented, which is reported herewith, and from the evidence, I find and conclude as follows:

FINDINGS OF FACT:

1. The Lis Pendens was filed on December 10, 2010.
2. The Summons and Complaint were filed on December 10, 2010.
3. Service was made upon all Defendant(s) as shown by proof(s) of service filed

herein.

4. The Defendant(s) The Bank of New York Mellon f/k/a The Bank of New York

IN THE COURT OF COMMON PLEAS

DOCKET NO.: 2010-CP-10-10122

JUDGMENT OF FORECLOSURE AND SALE

Deficiency Judgment Waived

BY _____
JULIE J. ARMSTRONG
CLERK OF COURT
2015 JAN 22 PM 3:37

FILED

Indenture Trustee on behalf of the Note Holders, CWHEQ Revolving Home Equity Loan Trust Series 2007-A Trust and Atlantic Bank and Trust are in default.

5. The Defendants Anne B. Glassburn and Donivon D. Glassburn are not in the Military Service of the United States of America, as contemplated under The Servicemembers Civil Relief Act, 50 U.S.C. § 501 et. seq. as shown by affidavit, certificate or order filed or will be filed herein.

6. No Defendant raised any issues related to Plaintiff's standing to prosecute this action.

7. Pursuant to the South Carolina Supreme Court Administrative Order 2009-05-20-01 dated May 22, 2009, the Plaintiff set forth its belief in its Complaint or by Affidavit, which is already of record in this case, that the mortgage loan which is the subject of this foreclosure action is not eligible for modification pursuant to the terms of the Home Affordable Modification Program (HMP). Pursuant to the South Carolina Supreme Court Administrative Order dated May 22, 2009.

8. Attorney for the Plaintiff has fully complied with the South Carolina Supreme Court Administrative Order 2011-05-02-01 dated May 2, 2011.

9. On or about January 12, 2011, Defendants Anne B. Glassburn and Donivon Glassburn ("Defendants") filed an Answer to the Complaint.

10. On or about August 9, 2013, Defendant Tidelands Bank filed an Answer through their attorney, Samuel H. Altman, Esquire.

11. On or about July 25, 2014, Defendant Atlantic Bank and Trust filed a late Answer through their attorney, Scott B. Umstead, Esquire.

12. All Pro Se Defendant(s) and all attorneys of record were notified of the time, date, and place of the hearing by letter and certificate of mailing of record herein.

13. At the hearing on December 2, 2014, Defendant Donivon D. Glassburn testified that sometime in 2009 he was told by an unidentified representative of the Plaintiff to stop making his mortgage payments in order to be reviewed for a loan modification. Mr. Glassburn testified he and Defendant Anne B. Glassburn had the ability to make the mortgage payments but relied on the statements of the Plaintiff's employee as a basis for defaulting on their payments in exchange for a loan modification. Defendants then entered in a loan modification review that did not result in a permanent modification. Mr. Glassburn also testified that sometime in 2010 he was told by an unidentified representative of the Plaintiff that he needed to reduce the amount of his savings to assist in being approved for a loan modification.

14. The Defendants' counsel argued that the alleged 2009 and 2010 statements of the Plaintiff's employee require the Plaintiff to modify the borrower's loan because the Defendant's relied



on those statements as the basis for their default. Plaintiff's counsel argued the alleged statements in 2009 and 2010 should be excluded because the statements are hearsay testimony under Rule 801, South Carolina Rules of Evidence, because the Defendants failed to introduce any evidence that the employee who made the alleged statements had the authority to bind the Plaintiff in any way.

15. The court finds that the testimony of Defendant Donivon D. Glassburn is not sufficient to find the parties entered into a loan modification or other agreement that altered the terms of the subject Note and Mortgage. The Defendants offered no testimony or evidence regarding the name of the individual who made the alleged statements in 2009 or 2010 and did not establish the scope of the employee's authority to make such statements or to bind the Plaintiff in any way.

16. Anne B. Glassburn for value received, made, executed and delivered an Adjustable Rate Note ("Note") dated March 4, 2005 promising hereby to pay to Plaintiff or its predecessor the sum of \$665,000.00 with interest at 5.250% per annum. Other terms and conditions are stated in the Note, of record herein.

17. To better secure the payment of the Note described above, Anne B. Glassburn and Donivon D. Glassburn made, executed, and delivered to Wells Fargo Bank, N.A. a certain real estate Mortgage in writing, dated March 4, 2005 covering real property in Charleston County, which is the same as that described in the Complaint. This Mortgage was filed on April 26, 2005, and is of record in the Office of RMC/ROD in Book H534 at Page 391. Subsequently, the mortgage was assigned to the Plaintiff by assignment dated May 21, 2012 and recorded May 24, 2012 in Book 0253 at Page 821.

18. This mortgage constitutes a first Priority lien on the subject property, subject to ad valorem taxes or other liens/taxes given priority by statute.

19. Plaintiff has the legal right to enforce the negotiable instrument secured by the Mortgage and is the real party in interest as defined by Rule 17(a) of the South Carolina Rules of Civil Procedure.

20. Payment due on the Note was not made as provided for therein, and Plaintiff, as the holder or nominee for the holder thereof, elected to require immediate payment of the entire amount due thereon and placed the Note and Mortgage in the hands of the attorney herein for remedy for collection by foreclosure.

21. The sum of \$29,826.84 is a reasonable fee and cost to allow Plaintiff's counsel for services performed and anticipated to be performed until final adjudication of this action, under the terms of the Note and Mortgage. This fee is likewise reasonable based on the time necessarily devoted to representation of Plaintiff during the several month course of these proceedings. The services of counsel

performed for Plaintiff, which include the number and types of pleadings and documents prepared, the incumbent liabilities, and the difficulties involved in this particular case also support the fee awarded. The fee is also reasonable given the professional standing of Plaintiff's counsel and their experience in handling foreclosure matters. The fee awarded herein is also reasonable in light of the fees customarily awarded by this court for similar services in this locality. Moreover, the efforts of Plaintiff's counsel have had the beneficial result of a prompt foreclosure of the Mortgage. Services anticipated to be performed until final adjudication contemplate completion of this matter within a reasonable time and does not include exceptional circumstances delaying conclusion beyond the normal time.

22. According to Plaintiff's accounting, after all payments received by Plaintiff have been credited to the subject loan, the amount due and owing on the Note, with interest at the rate provided in the Note, advances made by Plaintiff, and other costs and expenses of the action, including a reasonable attorney fee, all secured by the Note and Mortgage, is as follows:

Principal		\$665,000.00
Interest from November 1, 2009 through October 23, 2014 at 5.250% per annum = \$173,757.44		\$177,583.44
October 24, 2014 through December 2, 2014 (40 days) at \$95.65 per day = \$3,826.00		
Late Charges		\$3,200.34
11/16/10	\$145.47	
12/16/10	\$145.47	
01/18/11	\$145.47	
02/16/11	\$145.47	
03/16/11	\$145.47	
04/18/11	\$145.47	
05/16/11	\$145.47	
06/16/11	\$145.47	
07/18/11	\$145.47	
08/16/11	\$145.47	
09/16/11	\$145.47	
10/17/11	\$145.47	
11/16/11	\$145.47	
12/16/11	\$145.47	
01/17/12	\$145.47	
02/16/12	\$145.47	
03/16/12	\$145.47	
04/16/12	\$145.47	
05/16/12	\$145.47	
06/18/12	\$145.47	
07/16/12	\$145.47	
08/16/12	\$145.47	

Total	\$3,200.34	
Escrow Advance		
Hazard Insurance		
03/07/11	\$2,509.00	
03/26/12	\$2,694.00	
03/25/13	\$2,792.00	
04/01/14	\$2,889.00	
Total	\$10,884.00	
		\$28,700.04
Taxes		
12/14/10	\$8,880.73	
12/12/11	\$3,409.71	
12/21/12	\$2,777.24	
12/09/13	\$2,748.36	
Total	\$17,816.04	
Property Inspection		
05/06/13	\$15.00	
04/03/13	\$15.00	
03/06/13	\$15.00	
01/29/13	\$15.00	
12/31/12	\$15.00	
11/01/12	\$15.00	
10/19/12	\$15.00	
08/27/12	\$15.00	
07/31/12	\$15.00	
06/27/12	\$15.00	
05/25/12	\$15.00	
04/24/12	\$15.00	
03/28/12	\$15.00	
02/23/12	\$15.00	
01/26/12	\$15.00	
12/27/11	\$20.00	
11/23/11	\$20.00	
10/25/11	\$20.00	
09/27/11	\$20.00	
08/24/11	\$20.00	
07/26/11	\$20.00	
06/21/11	\$20.00	
05/18/11	\$20.00	
04/21/11	\$20.00	
03/22/11	\$20.00	
02/18/11	\$20.00	
01/18/11	\$20.00	
12/21/10	\$20.00	
11/23/10	\$20.00	
Total	\$505.00	

BPO		
05/30/12	\$90.00	
10/27/11	\$90.00	
03/30/11	\$90.00	\$270.00
Total	\$270.00	
Attorney's Fees incurred (paid, billed but unpaid or unbilled)		\$26,301.00
Anticipated attorney fees awarded herein		\$1,600.00
Expenses (Case filing fee; Service of process; Reference fee; Motions / Filing Fee; Parking Fees; Auto Mileage; Title Search)		\$1,925.84
TOTAL PRINCIPAL, INTEREST AND EXPENSES:		\$905,085.66

Interest shall accrue to the above stated "Total Debt" after the date of judgment at the rate of 5.250% per annum (pursuant to the terms of the Note and First Mortgage). Accrued interest shall be added to the "Total Debt" and shall comprise the amount of the Plaintiff's debt secured by the first Mortgage through the date to which such interest is computed.

23. Plaintiff is seeking the usual foreclosure of the First mortgage and has in the Complaint (or subsequently thereto in writing) expressly waived the right to a personal or deficiency judgment.

24. The following Defendant(s) may claim a subordinate lien upon or subordinate legal interest in the subject property and in the event there is a surplus from the sale of the subject property, these Defendant(s) may present through any such lien or legal interest a claim to the surplus at a hearing subsequent to the sale, in accordance with Rule 71(c) South Carolina Rules of Civil Procedure. The said Defendant(s) and such liens or legal interests are as follows:

a. The Bank of New York Mellon f/k/a The Bank of New York Indenture Trustee on behalf of the Note Holders, CWHEQ Revolving Home Equity Loan Trust Series 2007-A Trust, by virtue of a mortgage given by Anne B. Glassburn and Donivon D. Glassburn to Mortgage Electronic Registration Systems, Inc., acting solely as nominee for Countrywide Home Loans, Inc., its successors and assigns (MIN#100015700076415260) in the amount of \$500,000.00, dated December 19, 2006, and recorded December 29, 2006 in Book L610 at Page 303. Subsequently, this mortgage was assigned to The Bank of New York Mellon f/k/a The Bank of New York Indenture Trustee on behalf of the Note Holders, CWHEQ Revolving

Home Equity Loan Trust Series 2007-A Trust by assignment dated June 8, 2009 and recorded June 12, 2009 in Book 0061 at Page 008. Also by virtue of that Amended Lis Pendens, Summons and Complaint filed as 2009-CP-10-3147, Charleston County Records.

b. Tidelands Bank, by virtue of a mortgage given by Donivon D. Glassburn and Anne B. Glassburn in the amount of \$2,375,000.00, dated February 20, 2007, and recorded February 26, 2007 in Book M616 at Page 794.

c. Tidelands Bank, by virtue of a judgment against Donivon D. Glassburn, Anne B. Glassburn, Atlantic Bank and Trust, and The P'On Assembly, Inc. in the amount of \$350,000.00, dated June 8, 2010 and recorded on June 10, 2010 in Judgment Roll No. 2009-CP-10-6612.

d. Atlantic Bank and Trust, by virtue of a judgment against Donivon D. Glassburn in the amount of \$405,367.26, dated May 17, 2010 and recorded on June 11, 2010 in Judgment Roll No. 2010-CP-10-4747.

IT IS THEREFORE ORDERED:

25. Plaintiff has fully complied with The South Carolina Supreme Court Administrative Orders 2009-05-22-01 dated May 22, 2009 and 2011-05-02-01 dated May 2, 2011, and the foreclosure action may proceed.

26. Defendants Anne B. Glassburn and Donivon D. Glassburn's Motion for Continuance filed on December 2, 2014 is DENIED.

27. Based on the reasoning in the Court's Order filed June 30, 2014, Defendants Anne B. Glassburn and Donivon D. Glassburn's Motion for Reconsideration filed June 18, 2014 is DENIED.

28. There is due on the Note and purchase money first Mortgage set forth in the Complaint the sum of \$905,085.66, as set out in the Findings of Fact *supra*, together with interest at the rate provided therein on the balance of principal from the date aforesaid to the date hereof.

29. The amount due in the preceding paragraph (the "Final Total Debt" as set out in the Findings of Fact *supra*) shall accrue interest at the rate of the respective note rate(s) per annum and together with such interest shall constitute the total judgment debt due Plaintiff.

30. The Defendant(s) liable for the aforesaid judgment debt of the Note and Mortgage including interest at the rate of 5.250% per annum shall pay on or before the date of sale of the property hereinafter described, to Plaintiff or Plaintiff's attorney the amount of Plaintiff's debt as aforesaid, including with the costs and disbursements of this action.

31. On default of payment at or before the time of the sale of the property, the mortgaged property described hereinafter shall be sold by the below signed Master in Equity or other court-appointed or designated agent or auctioneer at public auction at the Charleston County Courthouse, in the City of Charleston, and State of South Carolina on a sales day determined by the below signed Master in Equity or Special Referee, on the following terms:

a. For cash or its equivalent: An immediate deposit of 5% is required on the amount of the bid. The deposit will be applied to the purchase price when total compliance is made. In the event compliance is not made, the deposit shall be forfeited without further hearing and applied first to costs and expense of the action and then to plaintiff's debt. Should the successful bidder at the regularly conducted sale fail or refuse either to make the required deposit at time of bid or to comply with the other terms of the bid within 30 days, then the property may be re-sold on the same terms and conditions on the same or some subsequent sales day and at the risk of the defaulting bidder.

b. Interest on the balance of the bid after the deposit is applied shall be paid through the day of compliance at the note rate of 2.875%.

c. The sale shall be subject to taxes and assessments, existing easements and restrictions, and any other senior encumbrances.

d. Purchaser shall pay for any statutory commission on sale from the proceeds of the final bid amount.

e. Purchaser to pay for deed preparation, costs of recording the deed and the satisfaction of mortgage, and transfer taxes on the deed.

f. Purchaser shall be entitled to possession of the premises only after Purchaser fully complies with the bid amount and a deed is issued by the Master in Equity or Special Referee.

32. A 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.

33. Plaintiff may waive any of its rights, including its right to a deficiency judgment in accordance with Rule 71, of the South Carolina Rules of Civil Procedure, prior to sale.

34. The Master in Equity will give notice of the time and place of the sale by advertisement according to law and the terms thereof by advertisement according to law and will execute to the Purchaser a deed to the property sold. Plaintiff or any other party to this action may become a purchaser at such sale. If, upon such sale being made, the Purchaser should fail to comply with the terms thereof within 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.

35. In the event an agent of Plaintiff does not appear at the time of sale, the within property shall be withdrawn from sale and sold at the next available sales date upon the same terms and conditions as set forth in this Judgment of Foreclosure and Sale or such terms as may be set forth in a supplemental order.

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

37. The Master in Equity or Special Referee will apply the proceeds of the sale as follows:

FIRST: To the payment of the permitted costs, charges, and expenses of this action, including any Guardian ad Litem fee, servicemember Civil Relief Act attorney fee, or any other attorney's awarded under this or any other Order of this Court;

NEXT: To the payment to 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; and the Plaintiff's attorney shall receive and disburse such funds only in absolute compliance with Plaintiff's principal, interest allowable advances, and related calculations of this Court, including the Court's award for attorney fees, court permitted charges and taxable costs pursuant to Rules 54 and 71 of the South Carolina Rules of Civil Procedure and the terms of the Note and Mortgage; After crediting the proceeds of sale, net of any commission on sale, an Order for Deficiency Judgment shall be entered without further notice or hearing.

NEXT: Any surplus should be held pending further Order of this court as provided for in the South Carolina Rules of Civil Procedure, particularly Rule 71(c) of the South Carolina Rules of Civil Procedure.

38. In the event the successful bidder is someone other than the Defendant(s) in possession of the subject property, the Sheriff of Charleston County is ordered and directed to eject and remove from the property 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 property without delay, and to keep said successful bidder or his assigns in such peaceable possession.

39. In the event the successful bidder is other than the Defendant(s) in possession of the subject property and the occupants have voluntarily vacated the property or have been ejected from the property leaving furnishings, fixtures and items not subject to Plaintiff's Mortgage in said property, the Purchaser is authorized to remove from the property all furnishings, fixtures and items not subject to

the lien of Plaintiff's Mortgage. The personal property, being deemed abandoned, shall be removed by the Purchaser or its agents from the subject property by placing said personal property on the public street or highway or by any other means.

40. The Defendant(s) named herein, and all persons whosoever claiming under Defendant(s), is forever barred and foreclosed of all right, title, interest, equity of redemption or lien in the said mortgaged property so sold, or any part thereof.

41. In accordance with Rule 77(d), of the South Carolina Rules of Civil Procedure, the Clerk of Court shall serve a notice of entry of this Judgment of Foreclosure upon all parties not in default for failure to appear in this action.

42. The deed of conveyance made pursuant to the foreclosure sale shall contain the names of only the first-named Plaintiff and the first-named Defendant(s), and the Defendant(s) who was/were the titleholder(s) 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. The Register of Deeds/Clerk of Court is authorized to omit from the indices pertaining to such conveyance the names of all parties not contained in said deed.

43. 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.

44. The following is a description of the property herein ordered to be sold:

All that certain piece, parcel or lot of land, with the buildings and improvements thereon, or to be built thereon, situate, lying and being in the Town of Mt. Pleasant, Charleston County, South Carolina, shown and designated as Lot 5-107, Phase 5, I'On, on a plat thereof entitled, "Final Subdivision Plat of Phase 5, Subphases D, E, & F owned by: The I'On Company," dated February 3, 2003, prepared by Thomas & Hutton Engineering Co., and duly recorded on March 10, 2003, in the Office of the RMC for Charleston County, South Carolina in Plat Book EG at Pages 210-213. Said lot having such size, shape, dimensions, buttings and boundings as will by reference to said plat more fully and at large appear. Subject to any and all restrictions, covenants, conditions, easements, rights of way and all other matters affecting subject property of record in the Office of the RMC for Charleston County, South Carolina, including but not limited to those contained in that certain deed recorded in Book X444 at Page 7.

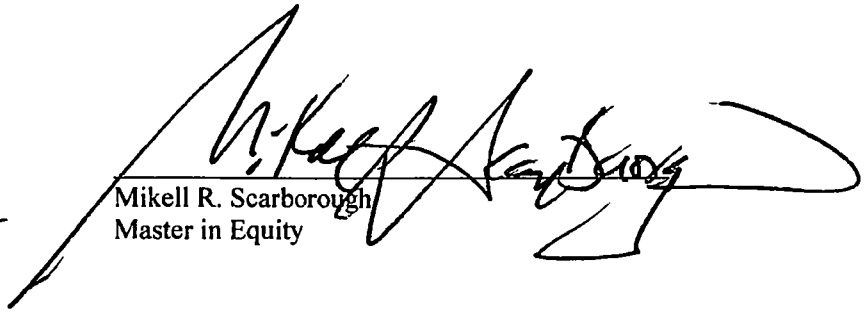
This being the same property conveyed to Donivon D. Glassburn and Anne B. Glassburn by deed of Tanis Development Company, LLC, dated May 17, 2004 and recorded May 26, 2004 in Book Z495 at Page 424.

Property Address: 46 Hopetown Road
Mount Pleasant, SC 29464



TMS# 535-06-00-627

1/16, 2014
Charleston, South Carolina



Mikell R. Scarborough
Master in Equity

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

FORM 4

FILED

JUDGMENT IN A CIVIL CASE

CASE NO. 2010CP-10-10122

US Bank

2015 MAR 17 PM 3:06

Glassburn

JULIE J. ARMSTRONG
 CLERK OF COURT

PLAINTIFF(S) ..

RY

DEFENDANT(S)

Submitted by:

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:

This order ends does not end the case.
 Additional Information for the Clerk :

ORDER INFORMATION

Rule 59 Motion to Reconsider by Defendant is

Denied.

INFORMATION FOR THE PUBLIC 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

[Signature]

3062

Judge Code

Date

3/13/15