

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

JUDGMENT IN A CIVIL CASE

CASE NO. 12-CP-17-0060

Bank of America, N.A. successor by merger to BAC
Home Loans Servicing, LP f/k/a Countrywide Home
Loans Servicing, LP

Shawn L. Bethea; South Carolina Department of
Motor Vehicles;

PLAINTIFF(S)

DEFENDANT(S)

Submitted by: Robert P. Davis (SC Bar #74030); Andrew W. Montgomery (SC Bar #79893); Andrew A. Powell (SC Bar #100210); H. Guyton Murrell (SC Bar # 064134); John J. Hearn (SC Bar # 6635); Kevin T. Brown (SC Bar # 064236); Nikole Haltiwanger (SC Bar # 70491); Ashley M. Wheeling-Goodson (SC Bar # 103703)
Attorneys for the Plaintiff
Rogers Townsend & Thomas, PC
220 Executive Center Drive, Suite 109
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Columbia, SC 29202
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Attorney for : Plaintiff Defendant
or
 Self-Represented Litigant

NOTIFIED TRUE COPY
D. T. Hays
CLERK OF COURT
DILLON COUNTY

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 2/3 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 _____

FILED
G.W. ENTINANT
2015 APR 24 PM 1:07
CLERK OF COURT
DILLON COUNTY

NOTE: ATTORNEYS ARE RESPONSIBLE FOR NOTIFYING LOWER COURT, TRIBUNAL, OR ADMINISTRATIVE AGENCY OF THE CIRCUIT COURT RULING IN THIS APPEAL.

IT IS ORDERED AND ADJUDGED: See attached order (formal order to follow) Statement of Judgment by the Court: _____

ORDER INFORMATION

This order ends does not end the case.

Additional Information for the Clerk : As required by statute, a foreclosure sale has been or will be scheduled, which will officially end the case.

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)
N/A		
		\$
		\$

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

All that certain piece, parcel or lot of land situate, lying and being in the County of Dillon, State of South Carolina, containing .46 acres and is shown and designated as Lot No. 4 on a map or

JR 2012 CP. 17-0060

plat of Gordonville Subdivision prepared by Pittman-Leeson Survey Company, dated November 1, 1997, and recorded April 12, 1999, in the Office of the Clerk of Court for Dillon County in Plat Book 28, at Page 180. Said plat is incorporated in and made a part of this description by reference. Said Lot No. 4 measures and is bounded as follows, to-wit: On the North measuring 108.50 feet, by Gordonville Court; On the West, measuring 180.08 feet, by Lot No. 5 on said map; On the South, measuring 108.88 feet, by land of St. Mark's Baptist Church, Inc.; On the East, measuring 189.29 feet, by Lot No. 3 on said plat. Reference is hereby craved to a survey for Shirley McRae Davis prepared by Phillip B. Culbreth, dated September 2, 2000 and recorded in the Office of the Clerk of Court for Dillon County in Plat Book 29, at Page 194.

This being the same property conveyed to Shawn L. Bethea by virtue of a Deed from LaSalle National Bank, as Indenture Trustee under the Indenture dated as of 10/01/01, Series 2000-3, said Deed dated November 13, 2001 and recorded November 27, 2001, in Deed Book 351 at Page 123, in the Office of the Clerk of Court for Dillon County, South Carolina.

69-00-00-139

1317 Gordonville Court
Dillon, SC, 29536-7782

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.

Handwritten Signature _____ Judge Code _____ Date 3/27/2015
Circuit Court Judge/Master in Equity/Special Referee

For Clerk of Court Office Use Only

This judgment was entered on the _____ day of _____, 20____ and a copy mailed first class or placed in the appropriate attorney's box on this _____ day of _____, 20____ to attorneys of record or to parties (when appearing pro se) as follows:

Rogers Townsend & Thomas, PC

P.O. Box 100200
Columbia, SC 29202-3400

ATTORNEY(S) FOR THE PLAINTIFF(S)
015262-01800

ATTORNEY(S) FOR THE DEFENDANT(S)

CLERK OF COURT

RECEIVED
MAY 04 2015
SC COURT OF APPEALS

Pro Se
Shawn L. Bethea
1317 Gordonville Ct
Dillon, SC 29536

Frank Valenta, Jr., Esquire
South Carolina Department of Motor Vehicles
10311 Wilson Blvd.
PO Box 1498
Blythewood, SC 29016-0020
Attorney for South Carolina Department of Motor Vehicles

Court Reporter:

STATE OF SOUTH CAROLINA

IN THE COURT OF COMMON PLEAS

COUNTY OF DILLON

DOCKET NO. 12-CP-17-0060

Bank of America, N.A. successor by merger to
BAC Home Loans Servicing, LP f/k/a
Countrywide Home Loans Servicing, LP,

Plaintiff,

JUDGMENT OF FORECLOSURE AND SALE
Deficiency Judgment Waived

v.

Shawn L. Bethea; South Carolina Department of
Motor Vehicles;

Defendant(s).

(015262-01800)

A CERTIFIED
TRUE COPY
Dwight T. Harts
CLERK OF COURT
DILLON COUNTY

RECEIVED
MAY 04 2015
SC Court of Appeals

FILED
GWENTY
2015 APR 24 PM 1:08
CLERK OF COURT
DILLON COUNTY

John J. Hearn, Esquire
Attorney for the Plaintiff

Pro Se
Shawn L. Bethea

Frank Valenta, Jr., Esquire
Attorney for South Carolina Department of Motor Vehicles

Pursuant to Rule 53 of the South Carolina Rules of Civil Procedure, the above-entitled matter was referred to the undersigned. Plaintiff filed a timely motion for summary judgment and a hearing was held March 19, 2015 at 02:00 PM. 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 February 6, 2012.
2. The Summons and Complaint were filed on February 6, 2012.
3. Service was made upon all Defendant(s) as shown by the proof(s) of service filed herein.
4. The Defendant(s) Shawn L. Bethea is 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 herein.

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

6. Pursuant to the South Carolina Supreme Court Administrative Order 2009-05-22-01 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, Plaintiff's attorney has not received a counter affidavit from any Defendant(s).

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

8. Shawn L. Bethea filed an answer, Pro Se. South Carolina Department of Motor Vehicles filed an answer through their attorney, Frank Valenta, Jr., Esquire.

9. 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.

10. Shawn L. Bethea for value received, made, executed and delivered a(n) Fixed Rate Note dated November 22, 2002 promising thereby to pay to Plaintiff or its predecessor the sum of \$49,197.00 with interest at 6.875% per annum. Other terms and conditions are stated in the Fixed Rate Note, of record herein.

11. Additionally, the Plaintiff timely presented an affidavit from the Plaintiff itemizing the dollar amount claimed in this matter, as well as a detailed memorandum of law in support of Plaintiff's summary judgment motion. After carefully considering the facts and arguments presented, I find that Plaintiff is entitled to summary judgment and is further entitled to a judgment of foreclosure and sale.

12. To better secure the payment of the Fixed Rate Note described above, Shawn L. Bethea made, executed, and delivered to Mortgage Electronic Registration Systems, Inc. as nominee for Countrywide Home Loans, Inc., its successors and assigns a certain real estate Mortgage in writing, dated November 22, 2002 covering real property in Dillon County, which is the same as that described in the Complaint. This Mortgage was filed on December 3, 2002, and is of record in the Office of Clerk Of Court in Book 507 at Page 120. Subsequently, this Mortgage was assigned unto BAC Home Loans Servicing, LP f/k/a Countrywide Home Loans Servicing LP by assignment dated April 4, 2011 and recorded April 14, 2011 in Book 709 at Page 296. Bank of America, N.A. is successor by merger to BAC Home Loans Servicing, LP f/k/a Countrywide Home Loans Servicing, LP.

FOR A FIRST CAUSE OF ACTION
**(Declaratory Judgment that Mobile/Manufactured Home is
Subject to the Lien of Plaintiff's Mortgage)**

13. This is an action for Declaratory Judgment to include a 2001 Pioneer mobile home VIN No: 1124GA17807AB located on the property as a fixture as collateral under the subject mortgage. Plaintiff also seeks foreclosure of the note and mortgage. Defendant Bethea filed an Answer and Counterclaim alleging he has clear title to the mobile home. By Order filed August 12, 2014, Defendant's counterclaims were dismissed.

14. Plaintiff filed a Motion and supporting affidavits for Summary Judgment and a hearing was scheduled for January 27, 2015. The hearing was rescheduled for March 19, 2015 to allow Defendant Bethea an opportunity to respond to Plaintiff's prior discovery requests.

15. Defendant Bethea did not file and serve any opposing affidavits. The public record reflects the property and mobile home were previously owned by Shirley McRae Davis. The mobile home is shown on a plat filed on September 14, 2000 in Book 29 at Page 129. The prior owner signed an affidavit with the county tax assessor that the mobile home was a permanent improvement for the mobile home to be taxed with the land. The prior owner signed a deed in lieu of foreclosure to LaSalle Bank which specifically included the mobile home in the mortgage legal description.

16. Defendant Bethea purchased the property and the deed conveying the real property to Defendant Bethea specifically referenced the mobile home. The mortgage which provided the funds to acquire the property also specifically referenced the mobile home. Defendant Bethea refinanced the loan twice over the next year. Neither of the next two mortgages specifically referenced the mobile home, but both mortgages contained provisions that permanent improvements to the property also acted as collateral for the loan. An affidavit by the closing attorney for the purchase and two refinances state that the mobile home was intended to be included as collateral under the subject mortgages.

17. Defendant Bethea subsequently filed a Chapter 7 Bankruptcy. The mobile home was listed with the real estate on Schedule A and not as personal property on Schedule B. The appraisal from the loan origination was filed with Defendant Bethea's Bankruptcy Petition. The appraisal showed the mobile home was included in the valuation of collateral for the loan. Defendant Bethea received a Chapter 7 Discharge.

18. Subsequent to his Bankruptcy discharge, Defendant Bethea filed an action in Magistrate's Court alleging rents due under a storageman's lien. The Magistrate sold the mobile home for the rents alleged by Defendant Bethea to be past due and clear certificate of title for the mobile home was issued to Defendant Bethea as a result of the Magistrate Court action.

19. Plaintiff argued Defendant Bethea was barred under the doctrine of judicial

estoppel from contesting whether the mobile home is collateral under the mortgage. The doctrine of judicial estoppel evolved to protect the truth-seeking function of the judicial process by punishing those who seek to misrepresent facts to gain advantage. Hayne Fed. Credit Union v. Bailey, 327 S.C. 242, 251, 489 S.E.2d 472, 477 (1997); see also John S. Clark Co. v. Faggert & Frieden, P.C. 65 F.3d 26, 29 (4th Cir. 1995) (stating goal of judicial estoppel “is to prevent a party from playing ‘fast and loose’ with the courts, and to protect the essential integrity of the process.”). Generally, for the doctrine to apply, courts look to the following factors:

First, a party’s later position must be clearly inconsistent with its earlier position. Second...whether the party has succeeded in persuading a court to accept that party’s earlier position, so that judicial acceptance of an inconsistent position in a later proceeding would create “the perception that either the first or the second court was misled...” A third consideration is whether the party seeking to assert an inconsistent position would derive an unfair advantage or impose an unfair detriment on the opposing party if not estopped.

Cothran v. Brown, 350 S.C. 352, 566 S.E.2d 548 (Ct. App. 2002) citing N.H.v.Me, S32 U.S. 742, 750-51, 121 S.Ct. 1808, 149 L.Ed.2d 968 (2001) (citations omitted).

20. In the present case, the public record reflects that the mobile home was treated as a fixture to the real estate both by the prior owner and Defendant Bethea. The mobile home has been taxed with the real estate. Both owners listed the mobile home as part of the legal description in deeds and mortgages appearing in the public record. More importantly, Defendant Bethea filed a Chapter 7 Bankruptcy and specifically listed the mobile home as part of the real estate on Schedule A rather than as personal property on Schedule B of the Bankruptcy Petition. The Bankruptcy Petition is a sworn statement made in a judicial proceeding and Defendant Bethea received the benefit of a Chapter 7 Discharge as a result. Defendant’s current stance that the mobile home is not a fixture to the real estate and was not intended to be collateral under the mortgage is clearly inconsistent with the public record, but more importantly differs from the sworn statements made in Bankruptcy Court. Defendant Bethea was successful in persuading the Bankruptcy Court to accept his position as to the mobile home being an improvement to the real estate and was granted a Chapter 7 Discharge. Defendant Bethea would clearly derive an unfair advantage if he is now permitted to claim the mobile home is personal property rather than a fixture to the real estate. Therefore, the Court finds Defendant Bethea is barred under the doctrine of judicial estoppel from denying that the mobile home is collateral under the mortgage.

21. As to the Magistrate Court action whereby Defendant Bethea obtained a clear certificate of title to the mobile home, this court finds the Magistrate lacked subject matter jurisdiction.

Statute 22-3-10 provides that a Magistrate shall have no jurisdiction when title to real property shall come in question. Plaintiff claims the mobile home is collateral under a mortgage encumbering the real estate.

“A void judgment is one that, from its inception, is a complete nullity and is without legal effect and must be distinguished from one which is merely ‘voidable.’” Thomas & Howard Co. v. T.W. Graham and Co., 318 S.C. 286, 291, 457 S.E.2d 340, 343 (1995) (quoting 46 Am.Jur.2d Judgments § 31 (1994)). “The definition of void under the rule...encompasses...judgments from courts which lacked subject matter jurisdiction.” McDaniel v. U.S. Fid. Guar. Co., 324 S.C. 639, 644, 478 S.E.2d 868, 871 (Ct. App. 1996) (internal quotations omitted); See also Ross v. Richland County, 270 S.C. 100, 103, 240 S.E.2d 649, 650 (1978) (holding that if “a court is without jurisdiction of the subject matter, any action with respect to such a cause, other than to dismiss it, is absolutely void” (quoting Fox v. Board of Regents of Univ. of Mich., 375 Mich. 238, 134 N.W.2d 146, 148 (1965))).

22. The Court would further note that it is clear from the evidence that Defendant Bethea was not entitled to relief under the storageman provisions of Statute 29-15-10. Defendant Bethea admitted at hearing that he purchased the mobile home with the land, he has resided in the mobile home for several years and that the mobile home was claimed as an asset in his Bankruptcy. He further admitted that he is not a proprietor, owner or operator of a business where vehicles are stored, garaged or repaired, nor is he a person who repaired vehicles or furnished material for their repair or storage. Only individuals in those capacities may apply for a magistrate sale of a vehicle pursuant to S.C. Code Ann. § 29-15-10 (1991). In Re Leavell, 353 S.C. 474, 578 S.E.2d 724 (2003).

23. The Court finds that Plaintiff has established that the mobile home was intended by the parties to be included as the collateral under the mortgage. The Court further finds that Plaintiff has also established that the note and mortgage are in arrears and Plaintiff is entitled to an order granting foreclosure.

FOR A SECOND CAUSE OF ACTION
(Foreclosure of the Mortgage)

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

25. 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.

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

27. The sum of \$2,435.00 is a reasonable fee to allow Plaintiff's counsel for services performed and anticipated to be performed until final adjudication of this action, under the terms of the Fixed Rate 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. Plaintiff has advanced \$560.00 to its counsel as partial payment of the attorney fee and this amount appears in Plaintiff's advances.

28. 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 Fixed Rate Note, with interest at the rate provided in the Fixed Rate Note, advances made by Plaintiff, and other costs and expenses of the action, including a reasonable attorney fee, all secured by the Fixed Rate Note and Mortgage, is as follows:

(a)	Principal due November 1, 2010.....	\$43,175.82
(b)	Interest from October 1, 2010 through March 19, 2015 at 6.875% per annum	\$13,256.46
(c)	Allowable Advances (Escrow advances, corporate charges, paid attorney fees, paid costs and expenses from the foreclosure action, and/or other charges)	\$13,983.26
(d)	Outstanding Costs of collection prior to hearing (service, filing, etc.).....	\$175.00
(e)	Title Abstract Search.....	\$225.00
(f)	Allowable Late Charges	\$25.86

(g) Attorney Fee (awarded herein, but unpaid)..... \$1,875.00

TOTAL debt secured by Fixed Rate Note and Mortgage,
including interest to date shown..... \$72,716.40

Interest shall accrue to the above stated "Total Debt" after the date of judgment at the rate of 6.875% per annum (pursuant to the terms of the Fixed Rate 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.

29. 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.

30. 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. None

IT IS THEREFORE ORDERED:

31. 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.

32. Pursuant to S. C. Code Ann. § 15-53-20, *et seq.*, the Plaintiff is entitled to a Declaratory Judgment that the mobile/manufactured home of Defendant(s) is an improvement to the property which is the subject of this action and it therefore subject to the lien of the Plaintiff's first mortgage. As such, any judicial sale of the subject property in this case shall include the mobile home as an improvement to the real property. Pursuant to S. C. Code Ann. § 56-19-390, following the sale, the South Carolina Department of Motor Vehicles, shall issue a Certificate of Title to the mobile/manufactured home to the successful purchaser, or its successor or assigns, at the foreclosure sale.

33. There is due on the Fixed Rate Note and first Mortgage set forth in the Complaint the sum of \$72,716.40, 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.

34. 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.

35. The amount of the judgment shall be subject to increase to permit Plaintiff to recover additional costs, commissions, and expenses not included in the minimum deposit previously made in compliance with S.C. Code Ann. §14-11-310 (1976). It may also increase to include supplemental compensation for attorneys' services not contemplated by the initial fee award. Jurisdiction over the fee award and total debt is reserved to facilitate the assessment and payment of any such costs or supplemental compensation. Such additional costs, commissions and expenses may be established by affidavit and shall be adjudicated by the court without further hearing.

36. The Defendant(s) liable for the aforesaid judgment debt of the Fixed Rate Note and Mortgage including interest at the rate of 6.875% 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.

37. 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 Special Referee or other court-appointed or designated agent or auctioneer at public auction at the Dillon County Courthouse, in the City of Dillon, 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 6.875%.

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 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 Special Referee or Special Referee.

38. 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.

39. 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.

40. The Special Referee 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 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.

41. 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.

42. 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 Special Referee only the amount of the costs and expenses crediting the balance of the bid on Plaintiff's indebtedness.

43. The 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;

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

44. In the event the successful bidder is someone other than the Defendant(s) in possession of the subject property, the Sheriff of Dillon 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.

45. 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.

46. 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.

47. 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.

48. 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.

49. 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.

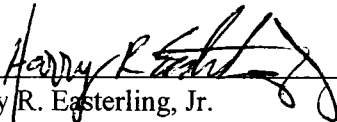
50. The following is a description of the property herein ordered to be sold:
All that certain piece, parcel or lot of land situate, lying and being in the County of Dillon, State of South Carolina, containing .46 acres and is shown and designated as Lot No. 4 on a map or plat of Gordonville Subdivision prepared by Pittman-Leeson Survey Company, dated November 1, 1997, and recorded April 12, 1999, in the Office of the Clerk of Court for Dillon County in Plat Book 28, at Page 180. Said plat is incorporated in and made a part of this description by reference. Said Lot No. 4 measures and is bounded as follows, to-wit: On the North measuring 108.50 feet, by Gordonville Court; On the West, measuring 180.08 feet, by Lot No. 5 on said map; On the South, measuring 108.88 feet, by land of St. Mark's Baptist Church, Inc.; On the East, measuring 189.29 feet, by Lot No. 3 on said plat. Reference is hereby craved to a survey for Shirley McRae Davis prepared by Phillip B. Culbreth, dated September 2, 2000 and recorded in the Office of the Clerk of Court for Dillon County in Plat Book 29, at Page 194.

This being the same property conveyed to Shawn L. Bethea by virtue of a Deed from LaSalle National Bank, as Indenture Trustee under the Indenture dated as of 10/01/01, Series 2000-3, said Deed dated November 13, 2001 and recorded November 27, 2001, in Deed Book 351 at Page 123, in the Office of the Clerk of Court for Dillon County, South Carolina.

This also includes a mobile/manufactured home: 2001 Pioneer VIN#: PH1124GA17807AB

Property Address: 1317 Gordonville Court
Dillon, SC 29536-7782

TMS# 69-00-00-139



Harry R. Easterling, Jr.
Special Referee

3/27/, 2015
Dillon, South Carolina

NOTICE OF SALE

BY VIRTUE of a decree heretofore granted in the case of: Bank of America, N.A. successor by merger to BAC Home Loans Servicing, LP f/k/a Countrywide Home Loans Servicing, LP vs. Shawn L. Bethea; South Carolina Department of Motor Vehicles; , C/A No. 12-CP-17-0060, The following property will be sold on May 5, 2015, at 11:00 AM at the Dillon County Courthouse to the highest bidder:

All that certain piece, parcel or lot of land situate, lying and being in the County of Dillon, State of South Carolina, containing .46 acres and is shown and designated as Lot No. 4 on a map or plat of Gordonville Subdivision prepared by Pittman-Leeson Survey Company, dated November 1, 1997, and recorded April 12, 1999, in the Office of the Clerk of Court for Dillon County in Plat Book 28, at Page 180. Said plat is incorporated in and made a part of this description by reference. Said Lot No. 4 measures and is bounded as follows, to-wit: On the North measuring 108.50 feet, by Gordonville Court; On the West, measuring 180.08 feet, by Lot No. 5 on said map; On the South, measuring 108.88 feet, by land of St. Mark's Baptist Church, Inc.; On the East, measuring 189.29 feet, by Lot No. 3 on said plat. Reference is hereby craved to a survey for Shirley McRae Davis prepared by Phillip B. Culbreth, dated September 2, 2000 and recorded in the Office of the Clerk of Court for Dillon County in Plat Book 29, at Page 194. Derivation: Book 351 at Page 123
1317 Gordonville Court, Dillon, SC 29536-7782

This includes a 2001, Pioneer mobile home with VIN# PH1124GA17807AB.


69-00-00-139

SUBJECT TO ASSESSMENTS, DILLON AD VALOREM TAXES, EASEMENTS AND/OR, RESTRICTIONS OF RECORD, AND OTHER SENIOR ENCUMBRANCES.

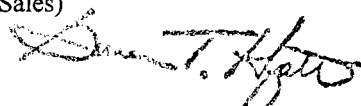
TERMS OF SALE: A 5% deposit in certified funds is required. The deposit will be applied towards the purchase price unless the bidder defaults, in which case the deposit will be forfeited. If the successful bidder fails, or refuses, to make the required deposit on the day of sale or fails or refuses to comply with the bid within 30 days, then the property will be resold at the bidder's risk. 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. The successful bidder will be required to pay interest on the balance of the bid after the deposit is applied from date of sale to date of compliance with the bid at the rate of 6.875% per annum. For complete terms of sale, see Judgment of Foreclosure and Sale filed with the Dillon County Clerk of Court at C/A #12-CP-17-0060.

NOTICE: The foreclosure deed is not a warranty deed. Interested bidders should satisfy themselves as to the quality of title to be conveyed by obtaining an independent title search prior to the foreclosure sale date.

John J. Hearn, Esq.
Attorney for Plaintiff
P.O. Box 100200
Columbia, SC 29202-3200
(803) 744-4444
015262-01800 FN
Website: www.rtt-law.com (see link to Resources/Foreclosure Sales)



Harry R. Easterling, Jr.
Special Referee for
Dillon County

FILED
GWENT T. IVATT
2015 APR 24 PM 1:08
CLERK OF COURT
DILLON COUNTY
A CERTIFIED
TRUE COPY

CLERK OF COURT
RECORDED
MAY 04 2015

NOTICE TO PRINTER: Please insert:

Once during week commencing _____

Once during week commencing _____

Once during week commencing _____