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STATE OF SOUTH CAROLINA

COUNTY OF RICHLAND

Branch Banking and Trust Company,

PLAINTIFF,

VS.

Richard Brady a/k/a Rick Brady; First Community Bank; County of Richland; and East Richland County Public Service District,

DEFENDANT(S).

IN THE COURT OF COMMON PLEAS

RECEIVED

CASE NO. 2014-CP-40-05244

AUG 12 2015

MASTER IN EQUITY'S ORDER GRANTING SUMMARY JUDGMENT AND DECREE OF FORECLOSURE AND SALE

SC Court of Appeals

DEFICIENCY DEMANDED AGAINST RICHARD BRADY

Non-Eligible under the Home Affordable Modification Program

Notice: The original of this document was filed in the office of the Clerk of Court for Richland County:

(141008.01016)

TO: Scott and Corley, P.A.
Attorneys for Plaintiff
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Post Office Box 11656
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Attorney for First Community Bank

2015 JUL 17 PM 3:20
JEANNETTE W. MCBRIDE
C.C.P. & G.S.
RICHLAND COUNTY
FILED

Pursuant to Circuit Court Rule 53(b) of the South Carolina Rules of Civil Procedure, the above-entitled matter was referred to the undersigned to make appropriate findings of facts and conclusions of law with authority to enter a final judgment in the cause.

Pursuant to the said Order of Reference a hearing was held by this Court. At the hearing, evidence was presented and from the documents and records received into evidence by this Court, I find, conclude and order as follows:

FINDINGS

1. This Court has jurisdiction over the subject matter of this action and the parties hereto and it is the proper forum for the adjudication of this matter.

2. The Court has determined that Plaintiff has complied with the Administrative Order of the Supreme Court dated May 2, 2011 (2011-05-02-01) and the Administrative Order of the Supreme Court dated May 22, 2009 (2009-05-22-01).

3. The Lis Pendens, Summons, and Complaint (and any amendments thereto or joinders thereto) as well as service affidavits for all defendants have been filed with the Clerk of Court for this county.

4. The Defendant, East Richland County Public Service District, is in default as shown by the Certificate filed herein.

5. The Defendants and/or all attorneys of record making either an appearance or filing a responsive pleading were notified of the time, date, and place of the hearing of this matter.

6. According to the affidavit(s) and certifications filed herein, any Defendant who is in default has been reviewed for his/her eligibility under The Servicemembers' Civil Relief Act of 2003 ("SCRA") and any amendments thereto and this review does not indicate any Defendant is eligible for protections.

7. No Defendant raised any credible issues related to Plaintiff's standing to prosecute this action, and Plaintiff is the real party in interest as contemplated by Rule 17(a), SCRCP. The Court finds that any issues related to Plaintiff's standing or ability to prosecute this action are waived.

8. For value received, Defendant(s), Richard Brady made, executed and delivered a Note dated March 20, 2003, promising thereby to pay to the order of Liberty Mortgage Corporation the sum of \$322,000.00 with interest at the rate of 4.87500% per annum. Other terms and conditions are stated in the Note, which is of record herein.

9. To better secure the payment of the Note described above, the said Defendant(s), Richard Brady, made, executed and delivered to Mortgage Electronic Registration Systems, Inc. as nominee for Liberty Mortgage Corporation a Mortgage in writing, dated March

20, 2003, covering real property in Richland County, which is the same as that described in the Complaint or Amended Complaint. The Mortgage was filed on March 26, 2003, and is of record in the Office of the Clerk of Court/Register of Deeds for Richland County in Book 773, at Page 3308. The Mortgage evidences and secures the repayment of money advanced by the mortgagee to, or on behalf of, the mortgagor(s).

10. Thereafter, said Mortgage was assigned to Branch Banking and Trust Company by assignment instrument dated August 1, 2014 and recorded August 12, 2014 in Book 1965 at Page 1188.

11. Pursuant to the South Carolina Lis Pendens Statute (S.C. Code Section 15-11-10, et. seq.) Counsel for Plaintiff has accomplished a Report on Title whereby Counsel for Plaintiff has, upon information and belief, named all parties who claim or may claim an interest in the subject property. This Court further finds that this Report on Title is a recoverable charge, expense, or cost as provided for in the Mortgage and/or Note contracts.

12. This Court therefore finds that this Mortgage constitutes a first lien on the mortgaged premises.

13. The Court finds that Plaintiff and its counsel have fully complied with its obligation(s) as required under the specific terms of the Note and Mortgage being foreclosed as well as any applicable Federal or State statutes or regulations, including, but not limited to, the furnishing of any notices, where applicable (e.g. post referral loss mitigation solicitation letter and/or acceleration warning letter, if or where applicable); the review of this Mortgage loan for compliance with the Home Affordability Modification Program (HMP), if applicable; and moreover and prior to the filing of this judicial proceeding, the Defendant(s) had not raised any compliance defenses or objections as to the servicing of any applicable banking or consumer laws by Plaintiff and/or its counsel.

14. According to the records of Plaintiff and its counsel, neither Plaintiff nor its counsel is aware of any party to this action currently being on active duty or recently discharged. The Notice of Hearing issued by Counsel for Plaintiff specifically requests any defendant eligible under the SCRA contact Plaintiff's counsel. The Court finds that Counsel for the Plaintiff shall be entitled to recover its charges from the Plaintiff for this Certification/Report to the Court as part of its professional duties in prosecuting this action.

15. According to the records of Plaintiff and its counsel, neither Plaintiff nor its counsel is aware of any party to this action currently being under the protection of the United States Bankruptcy Court. Any demand for a deficiency is not applicable if a party has received a

discharge in bankruptcy during the life of the mortgage, or is currently under the active protection of the bankruptcy courts. Moreover, any party to this action who is a discharged borrower to the debt of the Plaintiff shall not be subject to and is specifically excluded from both the calculation and collection of any amounts due and owing to the Plaintiff, as required by Rule 71(a) of the South Carolina Rules of Civil Procedure. The Court finds that Counsel for Plaintiff shall be entitled to recover its charges from Plaintiff for this Certification/Report to the Court as part of its professional duties in prosecuting this action.

16. Payment due on the Note has not been made as provided for in the Note and Plaintiff has elected to require immediate payment of the entire amount due thereon and has placed the Note and Mortgage in the hands of the attorney herein for collection.

17. With respect to attorney fees and in view of the potential financial liabilities and likely continuing professional obligations inherent in judicially prosecuting a real property mortgage credit matter, the attendant professional duties and responsibilities, and the size of the mortgage debt and consistent with similar case proceedings before this Honorable Court, I find that a reasonable attorney's fee in this matter would be \$4,950.00. This award is consistent with the laws of this state in the awarding of attorney fees. I have considered the six (6) factors (none of these factors is controlling in the singular) as follows: (1) the nature, extent and difficulty of the legal service rendered; (2) the time and labor necessarily devoted to the case; (3) the professional standing of counsel; (4) the contingency of compensation; (5) the fee customarily charged in the locality for similar legal services; and (6) the beneficial results obtained. Taylor v. Medenica, 331 S.C. 575, 503 S.E.2d 458 (1998); Baron Data Systems v. Loter, 297 S.C. 382, 377 S.E.2d 296 (S.C. 1989), Jackson v. Speed, 326 S.C. 289, 486 S.E.2d 750 (1997). As to the Scott and Corley, P.A. and its professional standing, it is noted that counsel for Plaintiff is regionally and nationally recognized for its professional experience in mortgage default credit matters as evidenced by its listing in BEST LAWYERS IN AMERICA®. Pursuant to the language in the Note and Mortgage, this Court has specifically reviewed and satisfied itself with all six (6) factors, as well as the disclosed client billing by Plaintiff's counsel considered in awarding reasonable attorneys' fees in this matter as set forth herein in this paragraph as well as Paragraph 19.

18. Although I have heretofore given consideration to all six (6) factors in the awarding of attorney fees and costs herein, jurisdiction over the fee award shall be reserved as granted in the Order of Reference with the right to re-visit the question of attorney fees should the action proceed in an unexpected way and/or to facilitate the assessment and payment of

any such current or additional professional compensation.

19. The amount due and owing on the Note, with interest at the rate provided in the Note, including attorney's fee and allowable costs and charges allowable under and secured by the Note and Mortgage, is as follows:

(a) Principal due	\$114,010.48
(b) Interest Due from 02/01/2014 to 03/01/2015	\$6,021.21
(c) Interest from 03/02/2015 to 05/27/2015 (date of hearing)	\$1,309.78
(d) Pre-Acceleration Late Charges	\$0.00
(e) Escrow Advances – Taxes	\$1,914.13
(f) Escrow Advances – Hazard Insurance	\$4,976.36
(g) Property Preservation	\$0.00
(h) Previous Bankruptcy Fees/Costs	\$0.00
(i) Property Inspections	\$153.60
(j) Suspense	(\$0.00)
(k) Miscellaneous Charges/Credits	\$0.00
(l) Costs, charges, or expenses of collection prior to hearing	\$1,266.25
(m) Attorney's fees and charges (Foreclosure & applicable Bankruptcy)	\$4,950.00
TOTAL DEBT secured by Note and Mortgage	\$134,601.81
including interest to date shown	

Interest shall continue to accrue on the unpaid principal balance shown in (a) above, at the stated rate of 4.875% from the date of hearing until entry of judgment, and such interest shall be added to the above stated "Total Debt": to comprise the amount of the judgment debt entered herein. Interest after the date of entry of judgment at the rate of 4.875% per annum (pursuant to the terms of the Note and Mortgage) shall accrue on the judgment debt and shall be added to such judgment debt to comprise the amount of Plaintiff's debt secured by the Mortgage through the date of compliance with the terms of judicial sale. (Items (e) through (m) are subject to

supplemental revision by Plaintiff's counsel and/or modification by the Court.)

20. Based upon a search of the public records of the aforesaid county pursuant to the South Carolina Lis Pendens statute, all persons or entities having an interest or lien or possible claim in or upon the mortgaged premises subordinate to the lien of Plaintiff as of the date and time of the filing of the Lis Pendens herein have been made defendants.

21. Plaintiff is seeking the usual foreclosure of mortgage and has in the Complaint expressly demanded the right to a personal or deficiency judgment against Richard Brady a/k/a Rick Brady.

22. The Defendant, Richard Brady, filed an Answer to the Complaint on or about October 1, 2014.

23. Plaintiff filed its Notice of Motion and Motion for Summary Judgment on March 4, 2015.

24. Summary Judgment should be granted when plain, palpable, and indisputable facts exist on which reasonable minds cannot differ. Moore v. Barony House Restaurant, LLC, 382 S.C. 35, 40, 674 S.E. 2d 500, 503 (Ct. App. 2009). Rule 56(c) of the South Carolina Rules of Civil Procedure provides a motion for summary judgment shall be granted "if the pleadings, depositions, answers to interrogatories, and admission on file, together with the affidavits, if any, show that there is no genuine issue of material fact and that the moving party is entitled to a judgment as a matter of law". Sea Cove Development, LLC v. Habourside Community Bank, 87 S.C. 95, 100, 691 S.E. 2d 158, 161 (2010).

25. The Defendants below-named claim or may claim a subordinate lien or junior interest upon or interest in the subject property, including but not limited to the subordinate lien or junior interests specifically described below, and in the event there is a surplus from the sale of the subject property, the validity, priority and amount of any such lien claim will be determined at a hearing subsequent to the sale, in accordance with the Circuit Court Rules 53 and/or 71. The subject Defendant(s) is/are further made a party due to the similarity in name(s) to the primary defendants against whom they claim or may claim a lien and in order to clear title to this property as follows:

(a) The Defendant, First Community Bank, by virtue of that certain mortgage from Richard Brady to First Community Bank, dated October 30, 2012, in the original amount of \$282,000.00, and recorded on November 01, 2012, in the Office of the Richland Clerk of Court/Register of Deeds in Book 1809, at Page 241.

(b) The Defendant(s), County of Richland by virtue of the following:

i. A Lien against Richard Brady c/o Four Star Realty, in the amount of \$8,184.11 dated December 10, 2012 and filed December 10, 2012 in Book 1818 at Page 3245 in the ROD Office for Richland County.

ii. A Lien against Richard Brady c/o Four Star Realty, in the amount of \$1,523.53 dated March 23, 2012 and filed March 23, 2012 in Book 1751 at Page 1689 in the ROD Office for Richland County.

(c) The Defendant, East Richland County Public Service District, by virtue of a Lien against Rick Brady dated October 23, 2013 and recorded January 13, 2014 in the amount of \$18,116.00 in Book 1920 at Page 1701 in the ROD for Richland County, South Carolina

26. The Defendant(s) have not established any claims or defenses for relief against Plaintiff, and therefore, no relief shall be granted to the Defendant(s).

CONCLUSIONS OF LAW

I, therefore, conclude as follows:

1. Plaintiff has met the requirements of the Administrative Order of the South Carolina Supreme Court (2011-05-02-01) issued by Chief Justice Jean H. Toal, dated May 2, 2011, and also that Plaintiff has met the requirements of the Administrative Order of the South Carolina Supreme Court (2009-05-22-01) issued by Chief Justice Jean H. Toal, dated May 22, 2009.

2. There are no genuine issues of material fact, and Plaintiff is entitled to judgment as a matter of law in its favor pursuant to Rule 56, SCRPC. The Mortgage is a valid first mortgage lien on the real property. The Defendant, Richard Brady a/k/a Rick Brady, is in default according to the terms of the Note and Mortgage; therefore, the Plaintiff is entitled to an order of foreclosure and the mortgaged property should be ordered sold at public auction after due advertisement.

3. The Defendant(s) have not established any claims or defenses for relief against Plaintiff, and therefore, no relief shall be granted to the Defendant(s).

4. Plaintiff should have a personal or deficiency judgment against Richard Brady a/k/a Rick Brady.

Now, on motion or notice of Plaintiff's attorney,

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED:

1. Plaintiff has met the requirements of the Administrative Order of the South

Carolina Supreme Court (2011-05-02-01) issued by Chief Justice Jean H. Toal, dated May 2, 2011, and also that Plaintiff has met the requirements of the Administrative Order of the South Carolina Supreme Court (2009-05-22-01) issued by Chief Justice Jean H. Toal, dated May 22, 2009.

2. That there is due to Plaintiff on the obligation and mortgage as set forth in the Complaint or Amended Complaint the sum of \$134,601.81, representing the total debt due Plaintiff as set forth supra, together with interest at the rate provided therein on the balance of principal from the date aforesaid to the date hereof.

3. The amount due in the preceding paragraph (the "total debt" as set forth in Paragraph hereinabove, and later accrued interest on the principal) shall constitute the total judgment debt due the Plaintiff (may be supplemented as permitted by the Court) and shall bear interest hereafter at the rate of 4.875 percent per annum.

4. That on default of payment at or before the time herein indicated, the mortgaged premises described in the Complaint or Amended Complaint, as hereinafter set forth, be sold by this Court at public auction, after giving Notice of the time and place of such sale by advertisement according to law. Any sales date is tentative and may be rescheduled at any time prior to the sale without further order of this Court or written notice to the parties of the notice of sale, provided notice of the new sales date is duly advertised as required by law. The sale shall be according to the following terms, that is to say:

(a) FOR CASH: The Master in Equity will require a deposit of 5% on the amount of the bid (in cash or equivalent), said 5% deposit being due and payable immediately upon the closing of the bidding, same to be applied to the purchase price only upon compliance with the bid, but in case of non-compliance within 20 days same to be forfeited and applied to the costs and Plaintiff's debt.

(b) Interest on the balance of the bid shall be paid to the day of compliance at the rate of 4.875 percent.

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

(d) This Mortgage constitutes a first lien covering the real estate and improvements therein described, including

(e) Purchaser to pay for deed stamps/transfer taxes and cost of recording the deed with Plaintiff to pay the Statutory allowed fee to the preparer of said deed (be it this Court or Counsel for Plaintiff).

5. If Plaintiff be the successful bidder at said sale, for a sum not exceeding the amount of costs, expenses and the indebtedness of Plaintiff in full, Plaintiff may pay to the Court only the amount of the outstanding costs and expenses crediting the balance of the bid on Plaintiff's indebtedness.

6. Personal or deficiency judgment being demanded, the bidding will remain open for a period of thirty (30) days after the sale date. Plaintiff may waive its right to a deficiency judgment prior to sale, in which case the bidding will not remain open after the date of sale, but compliance with the bid may be made immediately.

7. This Court will by advertisement according to law, give notice of the time and place of such sale, and the terms thereof. Any sales date is tentative and may be rescheduled at any time prior to the sale without further order of this court or written notice to the parties of the notice of sale, provided notice of the new sales date is duly advertised as required by law. This Court will execute to the purchaser, or purchasers, a deed to the premises sold. Plaintiff, or any other party to this action may become a purchaser at such sale, and that if, upon such sale being made, the purchaser, or purchasers, should fail to comply with the terms thereof within 20 days after the date of sale, then this Court may advertise the said premises for sale on the next, or some other subsequent sales day, at the risk of the highest bidder, and so from time to time thereafter until a full compliance shall be secured. In the event Plaintiff is the successful bidder, at its option, or the option of its assignee, the deed may be taken subject to payment by grantee of any taxes or assessments constituting a lien against the property sold under this order and hereinafter more fully described. All bidders are hereby and herein noticed that in the event the successful bidder is a third party, neither Plaintiff nor Plaintiff's counsel make any warranties or representations of any kind as to the subject property, including but not limited to its title or habitability on behalf of the third party bidder or any subsequent purchasers.

8. The sale will not be held unless either Plaintiff's attorney or Plaintiff's bidding agent is present at the sale and either Plaintiff's attorney or Plaintiff's bidding agent enters the authorized bid of Plaintiff for this individually captioned matter. In the alternative, Plaintiff's counsel, if permitted by the Court, may advise this Court directly of its authorized bidding instructions. In the event a sale is inadvertently held without Plaintiff's Counsel or Counsel's bidding agent entering the authorized bid of Plaintiff for this specifically captioned matter, the sale shall be null and void and the property shall be re-advertised for sale on the next available sale date.

9. In the event of a third party bidder wherein the successful third party bidder fails

to deliver the required deposit in certified (immediately collectible) funds to this Court by close of bidding on the day of the sale, this Court will re-sell the subject property at the most convenient time thereafter (including the day of sale) upon notification to counsel for Plaintiff.

10. That this Court shall apply the proceeds of the sale as follows:

FIRST: To the payment of the amount of the permitted costs, charges, and expenses of this action, including any Guardian ad Litem or SCRA Attorney Fee or fees of any attorneys appointed by motion of Plaintiff's Counsel and under Order of the 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 Plaintiff's attorney shall receive and disburse such funds only in total and absolute compliance with the debt, interest, escrow, 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, South Carolina Rules of Civil Procedure;

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

11. It is further ORDERED, that if the successful bidder is other than the person(s) or entity in possession herein, the Sheriff of this County is ordered and directed to evict and remove from the premises the occupants 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 premises without delay, and to keep said successful bidder or his assigns in such peaceable possession.

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

13. IT IS FURTHER ORDERED that the deed of conveyance made pursuant to said sale shall contain the names of only the first-named Plaintiff and the first-named Defendant, and the Defendant who was the titleholder of the mortgaged property at the time of the filing of the notice of pendency of the within action, and the name of the grantee, and the applicable recorder of deeds is authorized to omit from the indices pertaining to such conveyance the names of all parties not contained in said deed.

14. This Court will retain exclusive jurisdiction to do all necessary acts incident to this

foreclosure, including, but not limited to, all matters post-sale which may affect the transfer of the title to the subject real property and all improvements thereon, as well, the issuance of a Writ of Assistance.

15. Upon issuance of this Court's Report on Sale and Disbursements, the Clerk of Court/Register of Deeds is directed to release of record the mortgage lien being foreclosed, which mortgage lien is described as follows:

Mortgage from Richard Brady to Mortgage Electronic Registration Systems, Inc. as nominee for Liberty Mortgage Corporation, dated March 20, 2003, covering real property in Richland County, filed on March 26, 2003, and is of record in the Office of the Clerk of Court/Register of Deeds for Richland County in 773, at Page 3308.

16. This sale is specifically subject to all title matters of record, including but not limited to any other senior lien or encumbrance, and any interested party should consider performing an independent title examination of the subject property as no warranty is given at all by the Court, Plaintiff or its Counsel.

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

All that certain piece, parcel, or lot of land, with the improvements thereon, situate, lying and being on the Easterly side of S.C. Highway #6, near the Town of Ballentine, County of Richland, State of South Carolina, said tract of land containing 4.07 acres and being more fully shown and designated as Parcel A-1 on a plat prepared for Estate of Joseph R. Metts by William Wingfield RLS dated May 23, 1977 and to shown parcels A-1, A-2 and A-3 said revised plat having been recorded in the Office of the RMC for Richland County in Plat Book X at Page 9440. The same also being shown on a plat prepared for W.L. Madden by Belter and Associates, Inc., dated July 10, 1989 and recorded in Plat Book 52 at Page 7057 in the Office of the RMC for Richland County also being shown on a plat prepared for Richard Brady by Belter and Associates, Inc. dated December 10, 1993 recorded in Plat Book 54 at Page 9864 in the Office of the RMC for Richland County; said plat being incorporated herein by reference and made a part of this description and said lot having such boundaries and measurements as shown thereon, all being a little more or less.

This being the same property conveyed to Richard Brady by Deed of William Larry Madden a/k/a W.L. Madden dated December 10, 1993 and recorded December 13, 1993 in Book 1173 at Page 963 in the ROD Office for Richland County.

TMS No. R03301-02-02

Property address: 3240 Dreher Shoals Road
Imo, SC 29063

18. IT IS FURTHER ORDERED that if Plaintiff or Plaintiff's representative does not

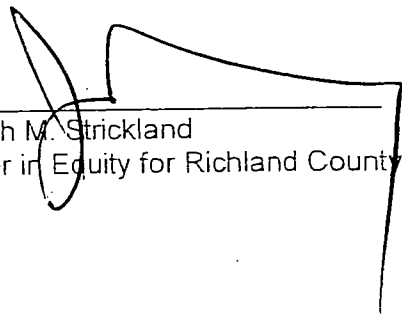
appear at the scheduled sale of the above-described property, then the sale of the property will be null, void and of no force and effect. In such event, the sale will be rescheduled for the next available sales day as ordered by this court.

19. IT IS FURTHER ORDERED that no Defendant raised any credible issues related to Plaintiff's standing to prosecute this action. Therefore, any issues related to Plaintiff's standing or ability to prosecute this action are waived.

20. The Defendant(s) have not established any claims or defenses for relief against Plaintiff, and therefore, no relief shall be granted to the Defendant(s).

21. Plaintiff is entitled to summary judgment on its mortgage foreclosure cause of action, and the real property shall be sold at public auction

22. IT IS ORDERED that Plaintiff is entitled to a personal or deficiency judgment against Richard Brady a/k/a Rick Brady.



Joseph M. Strickland
Master in Equity for Richland County

Columbia, South Carolina
5/27/15, 2015