

**RECEIVED**

Louis G. Manios dba T & L Properties

Irene H. Foster aka Elsie Irene H. Foster, et al.

AUG 31 2015

PLAINTIFF(S)

SC Court of Appeals DEFENDANT(S)

Submitted by: Paul A. McKee, III

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.  See Page 2 for additional information.
- ACTION DISMISSED (CHECK REASON):**  Rule 12(b), SCRPC;  Rule 41(a), SCRPC (Vol. Nonsuit);  Rule 43(k), SCRPC (Settled);  Other
- ACTION STRICKEN (CHECK REASON):**  Rule 40(j), SCRPC;  Bankruptcy;  Binding arbitration, subject to right to restore to confirm, vacate or modify arbitration award;  Other
- DISPOSITION OF APPEAL TO THE CIRCUIT COURT (CHECK APPLICABLE BOX):**  
 Affirmed;  Reversed;  Remanded;  Other

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

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

**ORDER INFORMATION**

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

**INFORMATION FOR THE JUDGMENT INDEX**

Complete this section below when the judgment affects title to real or personal property or 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)
see attached Exhibit A		\$
		\$
		\$

If applicable, describe the property; including tax map information and address, referenced in the order:  
 213 Sandifer Road, Spartanburg, SC 29303, TM#2-45-00-024.08

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.

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**SCANNED**

Circuit Court Judge

*[Handwritten Signature]*

Judge Code

3665

Date  
8-10-2015

**For Clerk of Court Office Use Only**

This judgment was entered on the 11 day of Aug, 2015 and a copy mailed first class or placed in the appropriate attorney's box on this 11 day of Aug 2015 to attorneys of record or to parties (when appearing pro se) as follows:

PAUL A. MCKEE, III ✓

SEE ATTACHED EXHIBIT B

409 MAGNOLIA ST.

SPARTANBURG SC 29303

ATTORNEY(S) FOR THE PLAINTIFF(S)

ATTORNEY(S) FOR THE DEFENDANT(S)

*M. Hope Blackley, M. Hope Blackley*  
CLERK OF COURT

DC

**Court Reporter:**

**ADDITIONAL INFORMATION REGARDING DECISION BY THE COURT AS REFERENCED ON PAGE 1.**

This action came to trial or hearing before the court. The issues have been tried or heard and a decision rendered.

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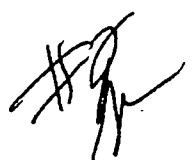
in the case. Any appeal from this Order is to the Supreme Court.

Pursuant to the said Order of Reference, a hearing was held, attended by the attorneys of record, the testimony was taken, which is reported herewith, and from the testimony and evidence, I find, conclude, and order as follows:

FINDINGS OF FACT:

1. The Lis Pendens was filed on the 19th day of September, 2013.
2. The Summons and Complaint were filed on the 19th day of September, 2013.
3. Service was made upon the defendants named in this Report as shown by the proofs of service filed herein.
4. The Defendants Ricky Foster a/k/a Rick Foster, Allen Foster, Blane Foster, John Doe and Richard Roe, Automatic Lathe Cutterhead Co., Gerald Abraham, W. Y. Ellis, Anthony Dehart, Nicholas Gillman, W. Mae Younger, Craig Nelson White, Watson Flooring Center, LLC, Scott Smith, John C. Dixon, Christopher Patterson, Jim Cobb, Regional Finance, LLC, Steven Quadi, K. B. Hall Properties, Michael J. Raymond, Steven and Emily Burgess, Ralph Sarkela, Tim Wilson, N. W. White & Co., Inc., Stone Settings and Design, Cannon Roofing Co., Inc., Enrique Orehuela, Corley Plumbing Air Electrical, Inc. d/b/a Corley Professional Services, Upstate Masonry, Inc., Jose A. Moralace, Palisades Collection, LLC, and HSBC Bank USA, NA, are in default as shown by the affidavits filed herein.
5. According to the affidavits filed herein, no defendant in default is in the Military Service of the United States of America as contemplated under the Soldiers' & Sailors' Civil Relief Act of 1940, and any amendments thereto.
6. The following Defendants timely filed their Answers with this Court:
  - a. Irene H. Foster a/k/a Elsie Irene H. Foster and James George Foster by and through their attorney, Michael H. Warren.
  - b. Reverse Mortgage Solutions, Inc. by and through its attorney Demetri K. Koutrakos.
  - c. The United States of America by and through its attorney George J. Conits.
  - d. Lloyd Curtis Trotter by and through his attorney H. Brent Fortson.
  - e. Joe Frasson by and through his attorney Albert V. Smith.

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- f. Craig Nelson White by and through his attorney Daniel E. Hunt.
- g. Ralph Sarkela, pro se, with letter attached to Acceptance of Service requesting payment from any surplus funds.

7. Defendant SC Department of Mental Health (DHEC) should not have been made a party to this action since it was determined that their judgment was filed against a James Foster who died November 30, 2004.

8. The known Defendants were notified of the time, date, and place of the hearing in this matter.

9. For value received, the Defendant, Irene H. Foster a/k/a Elsie Irene H. Foster and Elsie Hutchins (now deceased) made, executed and delivered a Note dated the 11th day of November, 1997 promising thereby to pay to the order of Louis G. Manios d/b/a T & L Properties the sum of Twenty One Thousand Five Hundred and No/100 (\$21,500.00) Dollars with interest at sixteen percent (16%) per annum. Other terms and conditions are stated in the Note which is of record herein.

10. To better secure the payment of the Note described above, the Defendant Irene H. Foster a/k/a Elsie Irene H. Foster and Elsie Hutchins made, executed and delivered to Louis G. Manios d/b/a T & L Properties a Mortgage in writing, dated the 11th day of November, 1997 covering real property in Spartanburg County, which is the same as that described in the Complaint. The Mortgage was filed on the 17th day of November, 1997 and is of record in the Office of the Register of Deeds of Spartanburg County in Mortgage Book 1987, at Page 519.

11. This Mortgage constitutes a first lien on the subject property and is not a purchase money Mortgage.

12. The titleholders of record in and to the subject property as of the filing of the Lis Pendens in this action are the Defendants, Irene H. Foster a/k/a Elsie Irene H. Foster, James George Foster, Ricky Foster a/k/a Rick Foster, Amy Foster (now deceased), Allen Foster and Blane Foster.

13. Payment due on the Note has not been made as provided for therein, and the Plaintiff, as the holder thereof, has elected to accelerate payment of the entire indebtedness and has placed the Note and Mortgage in the hands of the attorney herein for collection.

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14. The sum of \$8,400.00 is a reasonable fee to allow as attorney fees for plaintiff's attorney for services performed and anticipated to be performed until final adjudication of the within action, under the terms of the Note and Mortgage. Services anticipated to be performed until final adjudication contemplates completion of this matter within a reasonable time and does not include exceptional circumstances delaying conclusion beyond the normal time.

15. The amount due and owing on the Note, with interest at the rate provided in the Note, and all other costs and expenses of collection, including an attorney's fee, secured by the Note and Mortgage, is as follows:

(a)	Principal balance due as of 11/11/1997	\$21,500.00
(b)	Interest from 11/11/97 to 08/10/15 at sixteen percent (16%) per annum	61,006.00
(c)	Hazard Insurance 2014	1,071.00
(d)	Hazard Insurance 2015	1,010.00
(e)	Costs of collection prior to hearing	1,373.13
(f)	Attorney's fee	8,400.00
TOTAL DEBT secured by Note and Mortgage, including interest to date shown		<u>\$94,360.13</u>

Interest for the period from the date shown in (b) above through the date of this Judgment at the above stated rate to be added to the above stated "Total Debt" to comprise the amount of the judgment debt entered herein, and interest after the date of judgement at the rate of sixteen percent (16%) per annum (pursuant to the terms of the Note and Mortgage) on the judgment debt should be added to such judgment debt to comprise the amount of Plaintiff's debt secured by the Mortgage through the date to which such interest is computed.

16. The Plaintiff is seeking foreclosure of the Mortgage and has in the Complaint, or subsequently thereto in writing, expressly waived the right to a personal or deficiency judgment pursuant to Rule 71(b) SCRCF.

17. The validity, priority and amount of any lien or claim of the Defendants will be determined at a hearing subsequent to the sale in the event there are surplus funds after payment of the Plaintiff's debt, in accordance with Rule 71(c) SCRCF.

18. This action involves residential property and the loan is not owned, securitized, or guaranteed by Fannie Mae or Freddie Mac. Further, that this Plaintiff is not participating in the Home Affordable Modification Program (HMP).

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19. The liens or judgments of the Defendants are junior in priority to the lien of the Plaintiff.

CONCLUSIONS OF LAW

I, therefore, conclude that the Plaintiff should have judgment of foreclosure of the Mortgage and the Mortgaged property should be ordered sold at public auction after due advertisement.

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED:

1. There is due to the Plaintiff on the obligation and Mortgage set forth in the Complaint the sum of \$94,360.13, representing the total debt due Plaintiff as set out in paragraph fifteen (15) above, together with interest at the rate provided therein on the balance of principal from the date aforesaid to the date hereof. Any sums advanced by the Plaintiff for real estate taxes on the subject property subsequent to the date of the hearing in this action shall be added to the judgment debt without further hearing.

2. The amount due in the preceding paragraph (the "total debt" as set forth in paragraph fifteen (15) above, and later accrued interest on the principal) shall constitute the total judgment debt due the Plaintiff and shall bear interest hereafter at the rate of sixteen percent (16%) per annum.

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

4. That on default of payment at or before the time herein indicated, the Mortgaged premises described in the Complaint, as hereinafter set forth, be sold by the undersigned Master-in-Equity, at public auction, at the Spartanburg County Courthouse, in the City of Spartanburg County and State aforesaid, on some convenient sales day hereafter (and should the regular day of judicial sales fall on a legal holiday, then and in such event, the sales day shall be on the Tuesday next succeeding such holiday), on the following terms, that is to say:

A. FOR CASH: The Master-in-Equity will require a deposit of five (5%) on the amount of the bid (in cash or equivalent), same to be applied on the purchase price only upon compliance with the bid, but in case of noncompliance within thirty (30) days same to be forfeited

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and applied to the costs and Plaintiff's debt.

B. Interest on the bid shall be paid from the date of sale to the date of compliance at the rate of sixteen percent (16%) per annum.

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

D. Purchaser to pay for deed stamps and cost of recording the deed.

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

6. Personal or deficiency judgment being waived, the bidding will not remain open after the date of sale, but compliance with the bid may be made immediately.

7. That the Master-in-Equity will by advertisement according to law, give notice of the time, and place of sale, and the terms thereof; and will execute to the Purchaser, or Purchasers, a deed to the premises sold. The 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 thirty (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 former highest bidder, and so from time to time thereafter until a full compliance shall be secured.

8. That the Master-in-Equity will apply the proceeds of the sale as follows:

FIRST: To payment of the amount of the costs and expenses of this action, including any Guardian Ad Litem fee or fees of attorneys appointed under Order of Court;

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

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

9. It is further ORDERED, ADJUDGED AND DECREED that in the event the successful bidder is other than the Defendant in possession herein, the Sheriff of Spartanburg County is ordered and directed to eject and remove from the premises the occupants of the

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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.

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

11. IT IS FURTHER ORDERED that, pursuant to S.C. Code Ann. § 30-9-31 (1976), the deed on conveyance made pursuant to this sale shall be indexed in the grantor index by the Register of Deeds in the name of the owner of record of subject property immediately prior to execution of the deed, as well as in the name of the Master-in-Equity who executes such deed as grantor.

12. IT IS FURTHER ORDERED that if the Plaintiff or the 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.

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

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

ALL that lot or parcel of real property in the State of South Carolina, County of Spartanburg, on Sandifer Road and being Lot No. 1 on a plat for Perry Hutchins dated 6-19-67, recorded in Plat Book 55, Page 13, Register of Deeds Office for Spartanburg County, reference to the recorded plat being made for a more particular description.

This being the same property inherited by Elsie Hutchins and Irene H. Foster from the Estate of Perry Ezell Hutchins, filed March 22, 1976 in Spartanburg County Probate Court file number 31340. This also being a portion of the same property wherein Elsie Hutchins Wines conveyed an interest in the front part of Lot 1 to Irene H. Foster by deed recorded May 26, 2011 in Deed Book 98-M, Page 876, ROD Office for Spartanburg County. Also, see deed wherein Irene H. Foster conveyed said front part of Lot 1 to herself and James George Foster, recorded October 24, 2012 in Deed Book 101-W, at Page 762, ROD Office for Spartanburg County. Also, reference should be made to the estate of Elsie Hutchins Wines, filed in Spartanburg County Probate Court file number 2011-ES-42-00818 on May 31, 2011, wherein the Last Will and Testament of Elsie Hutchins was filed only with no proceeding for probate of the will begun as of July 18, 2013.

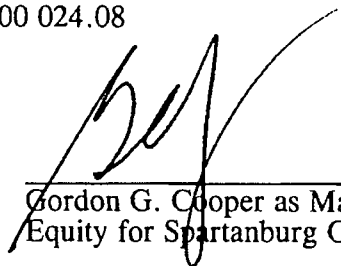
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Current Address of Property is: 213 Sandifer Road, Spartanburg, SC 29303

Tax Map Reference No.: 2 45-00 024.08

Date: August 10, 2015  
Spartanburg, South Carolina



Gordon G. Cooper as Master-in-Equity for Spartanburg County

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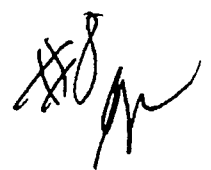


EXHIBIT A  
Form 4  
Information for the Judgment Index

Judgment in favor of:	Judgment Against:	Judgment Amount:
Louis G. Manios dba T & L Properties	Irene H. Foster a/k/a Elsie Irene H. Foster	-0-
	James George Foster	-0-
	Ricky Foster a/k/a Rick Foster	-0-
	Amy Foster	-0-
	Allen Foster	-0-
	Blane Foster	-0-
	Elsie Hutchins a/k/a Elsie Hutchins Wines	-0-
	Richard Roe	-0-
	Reverse Mortgage Solutions, Inc.	-0-
	United States of America-Secretary of HUD	-0-
	Automatic Lathe Cutterhead Co.	-0-
	Joe Frasson	-0-
	Gerald Abraham	-0-
	W. Y. Ellis	-0-
	Lloyd Curtis Trotter	-0-
	Anthony Dehart	-0-
	Nicholas Gillman	-0-
	W. Mae Younger	-0-
	Craig Nelson White	-0-
	Watson Flooring Center LLC	-0-
	Scott Smith	-0-
	John C. Dixon	-0-
	Christopher Patterson	-0-
	Jim Cobb	-0-
	Regional Finance, LLC	-0-
	Steven Quadi	-0-
	K. B. Hall Properties	-0-
	Michael J. Raymond	-0-
	Steven and Emily Burgess	-0-
	Ralph Sarkela	-0-
	Tim Wilson	-0-
	N. W. White & Co. Inc.	-0-
	Stone Settings and Design	-0-
	Cannon Roofing Co. Inc.	-0-
	Enrique Orehuela	-0-
	Corley Plumbing Air Electrical Inc. dba Corley Professional Services	-0-
	Upstate Masonry Inc.	-0-
	Jose A. Moralace	-0-
	Palisades Collection LLC	-0-
	HSBC Bank USA NA	-0-

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Louis G. Manios d/b/a T & L Properties v Irene H. Foster, et al.

Case No.: 2013-CP-42-3842

List of Attorneys

EXHIBIT B

George J. Conits, Esq. ✓  
United States Attorney  
55 Beattie Pl, Ste. 700  
Greenville, SC 29601

Albert V. Smith, Esq. ✓  
P. O. Box 5866  
Spartanburg SC 29304-5866

H. Brent Fortson, Esq. ✓  
Attorney at Law  
100 Tower Dr., Unit 12  
Greenville SC 29607

Daniel E. Hunt, Esq. ✓  
Attorney at Law  
502 North A St.  
Easley SC 29640

Joseph K. Maddox, Jr., Esq. ✓  
Attorney at Law  
P. O. Box 1702  
Spartanburg, SC 29304-1702

Michael H. Warren, Esq. ✓  
Attorney at Law  
P. O. Box 160146  
Boiling Springs, SC 29316-0004

Demetri K. Koutrakos, Esq. ✓  
Callison Tighe & Robinson, LLC  
P. O. Box 1390  
Columbia, SC 29202

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