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SC Court of Appeals

FORM 4

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

JUDGMENT IN A CIVIL CASE

CASE NO. 2013-CP-07-3093

The Bank of New York Mellon FKA The Bank of New York, as Trustee for the Certificateholders of CWALT, Inc., Alternative Loan Trust 2006-OA16, Mortgage Pass-Through Certificates, Series 2006-OA16;

Hiltrud Steimel a/k/a Hiltraud Steimel, individually, et al.

PLAINTIFF(S)

DEFENDANT(S)

Submitted by: Erica G. Lybrand (SC Bar # 79052)
Rogers Townsend & Thomas, PC
220 Executive Center Drive, Suite 109
Post Office Box 100200
Columbia, SC 29202
(803) 744-4444
(803) 343-7013 - Fax
info@rtt-law.com

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 2/3 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 _____

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 | | |

All that certain piece, parcel or lot of land, with residential improvements thereon, situate, lying and being in Del Webb's Sun City Hilton Head, Bluffton Township, Beaufort County, South Carolina, shown and described as Lot Number 186 on that certain plat entitled "Duke of


Beaufort Village [Plat] 8B (Lots 83-125, 144-239 and Lot 348)", prepared by Thomas & Hutton Engineering Co., Octavio Arango, SCRLS # 12066, last revised on January 5, 1998 and recorded in January 15, 1998 in Plat Book 63 at page 116 in the Office of the Register of Deeds for Beaufort County, South Carolina. For a more detailed description as to location, metes, bounds, distances, direction, etc., reference may be had to plat of record.

This being the same property conveyed to Hiltrud Steimel by deed of Del Webb Communities, Inc., dated April 25, 2000 and recorded May 2, 2000 in Book 1286 at Page 1701. Subsequently, Hiltrud Steimel conveyed the [subject property to the Steimel Family Trust by deed dated June 14, 2013 and recorded July 16, 2013 in Book 3256 at Page 2107.

TMS# R600-020-000-0456-0000

563 Argent Way
Bluffton, SC, 29909

The judgment information above has been provided by the submitting party. Disputes concerning the amounts contained in this form may be addressed by way of motion pursuant to the SC Rules of Civil Procedure. Amounts to be computed such as interest or additional taxable costs not available at the time the form and final order are submitted to the judge may be provided to the clerk. Note: Title abstractors and researchers should refer to the official court order for judgment details.


Circuit Court Judge/Master in Equity/Special Referee

Judge Code

8/7/15
Date

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:

Erica G. Lybrand

Rogers Townsend & Thomas, PC

P.O. Box 100200

Columbia, SC 29202-3400

ATTORNEY(S) FOR THE PLAINTIFF(S)

513044-00036

Hiltrud Steimel a/k/a Hiltraud Steimel, individually,
et al.

Pro Se

ATTORNEY(S) FOR THE DEFENDANT(S)

CLERK OF COURT

Hiltrud Steimel
7400 Highway 7 Apt 307
St Louis Park, MN 55426

Hiltrud Steimel
7400 Highway 7, Apt. 307
Minneapolis, MN 55426

Hiltrud Steimel
563 Argent Way
Bluffton, SC 29909

Hiltrud Steimel
563 Argent Way
Okatie, SC 29909

Justin J. DeYonge, Esquire
Heley Duncan & Melander, PLLP
8500 Normandale Lake Blvd., Suite 2110
Minneapolis, MN 55437

Kelley Y. Woody, Esquire
P.O. Box 6432
Columbia, SC 29260

Joshua A. Gruber, Esquire
P.O. Box 1228
Beaufort, SC 29901

Andrew K. Bell
3400 Lyndale Ave S.
Minneapolis, MN 55408

Dianne K. Bell
2430 Cedar Lane
Minneapolis, MN 55416

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.

STATE OF SOUTH CAROLINA

COUNTY OF BEAUFORT

The Bank of New York Mellon FKA The Bank of New York, as Trustee for the Certificateholders of CWALT, Inc., Alternative Loan Trust 2006-OA16, Mortgage Pass-Through Certificates, Series 2006-OA16,;

Plaintiff,

v.

Hiltrud Steimel a/k/a Hiltrud Steimel, individually; Hiltrud Steimel a/k/a Hiltrud Steimel as Trustee of the Steimel Family Trust a/k/a Steimel Family Irrevocable Trust; Andrew K. Bell as successor trustee of the Steimel Family Trust a/k/a Steimel Family Irrevocable Trust; Dianne K. Bell as successor trustee of the Steimel Family Trust a/k/a Steimel Family Irrevocable Trust; Any unknown trustees of the Steimel Family Trust a/k/a Steimel Family Irrevocable Trust; Beaufort County Clerk of Court; Sun City Hilton Head Community Association, Inc.;

Defendant(s).

(513044-00036 EL1)

Erica G. Lybrand, Esquire
Attorney for the Plaintiff

Hiltrud Steimel
7400 Highway 7 Apt 307
St Louis Park, MN 55426

Hiltrud Steimel
7400 Highway 7, Apt. 307
Minneapolis, MN 55426

Hiltrud Steimel
563 Argent Way
Bluffton, SC 29909

IN THE COURT OF COMMON PLEAS

DOCKET NO. 2013-CP-07-3093

JUDGMENT OF FORECLOSURE AND SALE
Deficiency Judgment Waived

Hiltrud Steimel
563 Argent Way
Okatie, SC 29909

Justin J. DeYonge, Esquire
Heley Duncan & Melander, PLLP
8500 Normandale Lake Blvd., Suite 2110
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3400 Lyndale Ave S.
Minneapolis, MN 55408

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2430 Cedar Lane
Minneapolis, MN 55416

DEFENDANT'S MOTION FOR CONTINUANCE

Immediately prior to the scheduled final foreclosure hearing, this Court heard "Defendant's Emergency Motion for Continuance of Final Hearing Due to Defendant's Clerical Error and Discovery." Ashley Wheeling-Goodson, Esq. appeared on behalf of the Plaintiff. Hiltrud Steimel appeared *pro se*.

During the argument in support of her motion, Defendant challenged Plaintiff's standing to foreclose and introduced a series of exhibits in support of her contention that additional discovery was necessary to ascertain the Plaintiff's interest in the prosecution of this action.

Based on the statements of the parties, the exhibits that have been made part of the court record, the Plaintiff's possession of the original note, endorsed in blank, and the undisputed facts set forth below, I find that it would be prejudicial to the Plaintiff to grant Defendant's motion for continuance. Therefore, Defendant's motion for continuance is denied.

I base the denial of the motion on several grounds, all of which were undisputed by the parties. First, it is undisputed that the Defendant is in default by virtue of her failure to answer the complaint. Because on this admitted default, Defendant is not entitled to engage in discovery, as set forth in the South Carolina Rules of Civil Procedure. Moreover, through her own testimony, Defendant admitted that she has failed to make a mortgage payment since December 1, 2012. Thus, under the terms of the note and mortgage, the note is due for December 1, 2012. Additionally, the Plaintiff's provision of the original note, endorsed in blank has established Plaintiff's right to enforce the subject note and mortgage. Additionally, it is undisputed that a post-mortgage conveyance occurred, which resulted in the property being held in the Steimel Family Irrevocable Trust, and that deficiency has been waived in this matter. And finally, this hearing has been scheduled since June 16, 2015, which was over a month before Plaintiff's counsel was served with Defendant's motion for continuance.

IT IS THEREFORE ORDERED THAT:

1. Defendant Hiltrud Steimel's motion for continuance is DENIED.

After the hearing on Defendant's motion for continuance, a final hearing was held July 24, 2015 at 10:00. Evidence was presented, which is reported herewith, and from the evidence, I find and conclude as follows:

FINDINGS OF FACT:

The Lis Pendens was filed on December 11, 2013.

The Summons and Complaint were filed on December 11, 2013.

Service was made upon all Defendant(s) as shown by the proof(s) of service filed herein.

The Defendant(s) Hiltrud Steimel a/k/a Hiltraud Steimel, individually, Hiltrud Steimel a/k/a Hiltraud Steimel as Trustee of the Steimel Family Trust a/k/a Steimel Family Irrevocable Trust, Andrew K. Bell as successor trustee of the Steimel Family Trust a/k/a Steimel Family Irrevocable Trust, Dianne K. Bell as successor trustee of the Steimel Family Trust a/k/a Steimel Family Irrevocable Trust, and Sun City Hilton Head Community Association, Inc. are in default.

Defendant Beaufort County Clerk of Court filed an Answer by and through its attorney Joshua A. Gruber, Esquire.

The Defendant(s) Hiltrud Steimel a/k/a Hiltraud Steimel, individually, Hiltrud Steimel a/k/a Hiltraud Steimel as Trustee of the Steimel Family Trust a/k/a Steimel Family Irrevocable Trust, Andrew K. Bell as successor trustee of the Steimel Family Trust a/k/a Steimel Family Irrevocable Trust, and Dianne K. Bell as successor trustee of the Steimel Family Trust a/k/a Steimel Family Irrevocable Trust 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 herein.

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

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

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.

Hiltrud Steimel for value received, made, executed and delivered an Adjustable Rate Note dated July 19, 2006 promising thereby to pay to Plaintiff or its predecessor the sum of \$210,400.00 with interest at 7.750% per annum. Other terms and conditions are stated in the Adjustable Rate Note, of record herein.

To better secure the payment of the Adjustable Rate Note described above, Hiltrud Steimel made, executed, and delivered to Mortgage Electronic Registration Systems, Inc., as nominee for Countrywide Bank, N.A., its successors and assigns a certain real estate Mortgage in writing, dated July 19, 2006 covering real property in Beaufort County, which is the same as that described in the Complaint. This Mortgage was filed on July 26, 2006, and is of record in the Office of RMC/ROD in Book 2412 at page 2371. Subsequently, this mortgage was assigned to The Bank of New York Mellon FKA The Bank of New York, as Trustee for the certificateholders of CWALT, Inc., Alternative Loan Trust 2006-OA16, Mortgage Pass-Through Certificates, Series 2006-OA16 by assignment dated May 8, 2013 and recorded on May 17, 2013 in Book 3240 at Page 1553.

Subsequently, Hiltrud Steimel conveyed the subject property to the Steimel Family Trust by deed dated June 14, 2013 and recorded July 16, 2013 in Book 3256 at Page 2107. Andrew K. Bell and Dianne K. Bell are substitute trustees of the Steimel Family Trust a/k/a Steimel Family Irrevocable Trust.

The sum of \$9,022.25 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 Adjustable 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.

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

(a) Principal due December 1, 2012 \$227,859.07

| | | |
|-----|---|---------------------|
| (b) | Interest from December 1, 2012 through April 30, 2015 at 3.625% per annum | \$20,309.46 |
| (c) | Interest from May 1, 2015 through July 24, 2015 at \$21.85 per diem | \$1,835.40 |
| (d) | Escrow advances | \$1,409.16 |
| (e) | Corporate Advances (less foreclosure attorney's fees and costs..... | \$2,330.00 |
| (f) | Attorney's Fees through 7/14/15..... | \$5,640.00 |
| (g) | Expenses..... | \$3,382.25 |
| | Total Amount Due..... | \$262,765.34 |

Interest shall accrue to the above stated "Total Debt" after the date of judgment at the rate of 7.750% per annum (pursuant to the terms of the Adjustable Rate Note and Mortgage). Accrued interest shall be added to the "Total Debt" and shall comprise the amount of the Plaintiff's debt secured by the Mortgage through the date to which such interest is computed.

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

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. Beaufort County Clerk of Court, by virtue of a Uniform Commercial Code Financing Statement given by Steimel Family Irrevocable Trust a/k/a Steimel Family Trust: Debtor(s) to Secured Party: Beaufort County Clerk of Court, recorded on July 2, 2013 in Book 8 at Page 2233. Also including any other liens they may have.

b. Sun City Hilton Head Community Association, Inc. by virtue of any lien enforceable assessments claimed as provided for in the Declaration of Covenants, Conditions, and Restrictions recorded herein, and any amendments thereto. Also including any other liens they may have.

IT IS THEREFORE ORDERED:

1. There is due on the Adjustable Rate Note and Mortgage set forth in the Complaint the sum of \$262,765.34, 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.

2. 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.

3. 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.

4. The Defendant(s) liable for the aforesaid judgment debt of the Adjustable Rate Note and Mortgage including interest at the rate of 7.750% 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.

5. 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 Beaufort County Courthouse, in the City of Beaufort, 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 shall be paid through the day of compliance at the rate of

7.750%.

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 Master in Equity or Special Referee.

6. 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.

7. 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.

8. 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.

9. 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.

10. 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.

11. The Master in Equity 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.

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

13. 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.

14. 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.

15. 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.

16. 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.

17. 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.

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

All that certain piece, parcel or lot of land, with residential improvements thereon, situate, lying and being in Del Webb's Sun City Hilton Head, Bluffton Township, Beaufort County, South Carolina, shown and described as Lot Number 186 on that certain plat entitled "Duke of Beaufort Village [Plat] 8B (Lots 83-125, 144-239 and Lot 348)", prepared by Thomas & Hutton Engineering Co., Octavio Arango, SCRLS # 12066, last revised on January 5, 1998 and recorded in January 15, 1998 in Plat Book 63 at page 116 in the Office of the Register of Deeds for Beaufort County, South Carolina. For a more detailed description as to location, metes, bounds, distances, direction, etc., reference may be had to plat of record.

This being the same property conveyed to Hiltrud Steimel by deed of Del Webb Communities, Inc., dated April 25, 2000 and recorded May 2, 2000 in Book 1286 at Page 1701. Subsequently, Hiltrud Steimel conveyed the subject property to the Steimel Family Trust by deed dated June 14, 2013 and recorded July 16, 2013 in Book 3256 at Page 2107.

Property Address: 563 Argent Way
Bluffton, SC 29909

TMS # R600-020-000-0456-0000

5

Marvin H. Dukes, III
Master in Equity for Beaufort County

8/7, 2015
Beaufort, South Carolina

NOTICE OF SALE

BY VIRTUE of a decree heretofore granted in the case of: The Bank of New York Mellon FKA The Bank of New York, as Trustee for the Certificateholders of GWALT, Inc.; Alternative Loan Trust 2006-OA16, Mortgage Pass-Through Certificates, Series 2006-OA16; vs. Hiltrud Steimel; , C/A No. 2013-CP-07-3093, The following property will be sold on ~~September 8, 2015~~, at 11:00 AM at the Beaufort County Courthouse to the highest bidder:

All that certain piece, parcel or lot of land, with residential improvements thereon, situate, lying and being in Del Webb's Sun City Hilton Head, Bluffton Township, Beaufort County, South Carolina, shown and described as Lot Number 186 on that certain plat entitled "Duke of Beaufort Village [Plat] 8B (Lots 83-125, 144-239 and Lot 348)", prepared by Thomas & Hutton Engineering Co., Octavio Arango, SCRLS # 12066, last revised on January 5, 1998 and recorded in January 15, 1998 in Plat Book 63 at page 116 in the Office of the Register of Deeds for Beaufort County, South Carolina. For a more detailed description as to location, metes, bounds, distances, direction, etc., reference may be had to plat of record.

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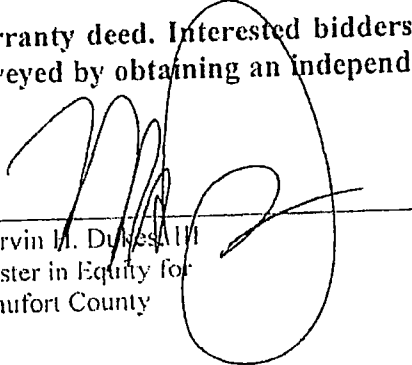
TMS # R600-020-000-0456-0000

SUBJECT TO ASSESSMENTS, BEAUFORT 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 0% per annum. For complete terms of sale, see Judgment of Foreclosure and Sale filed with the Beaufort County Clerk of Court at C/A #2013-CP-07-3093.

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
513044-00036


Marvin H. Duke III
Master in Equity for
Beaufort County