

77617

THE STATE OF SOUTH CAROLINA  
In the Court of Appeals

APPEAL FROM RICHLAND COUNTY  
Court of Common Pleas

Joseph M. Strickland, Master-in-Equity

Appellate Case No. 2015-001060

**RECEIVED**

OCT 20 2015

**SC Court of Appeals**

Cenlar FSB.....Respondent,

vs.

Casey Scobie a/k/a Casey R. Clinton a/k/a Casey R. Scobie; GSH Properties,  
LLC; L.A. Yates; Briargate Condominium Association, Inc.....Defendants,

Of whom

Casey Scobie a/k/a Casey R. Clinton a/k/a Casey R. Scobie  
and L.A. Yates, are.....Appellants.

**RESPONDENT’S MOTION TO DISMISS APPEAL AND  
MEMORANDUM OF LAW**

Respondent Cenlar FSB (“Respondent”) hereby moves to dismiss the appeal of  
Casey Scobie a/k/a Casey R. Clinton a/k/a Casey R. Scobie and L.A. Yates  
 (“Appellants”) on the grounds that the appeal is now moot because the property has been  
sold to a third-party.

This is an appeal from a Judgment of Foreclosure and Sale filed April 16, 2015.  
(See Exhibit A attached hereto). Respondent filed this foreclosure action on September  
9, 2014. (See Exhibit B attached hereto). A final hearing in the matter was held on April  
1, 2015. After hearing all of the arguments and weighing all of the evidence, the Master-

in-Equity ruled that Respondent was entitled to foreclose on the subject property and further ordered that the property be sold. The Judgment of Foreclosure and Sale was entered on April 16, 2015. Appellants did not make a motion to stay the sale or otherwise inquire as to the appropriate bond amount to stay the sale pursuant to S.C.Code Ann. §18-9-170 (1976).

The judicial sale of the property occurred on May 4, 2015. (See Exhibit C attached hereto). State Street Holding, LLC was the successful bidder at the May 4, 2015 sale. (See Exhibit C attached hereto). Pursuant to an Assignment of Bid filed on June 15, 2015, State Street Holding, LLC assigned its bid to GT Renovations, LLC. (See Exhibit D attached hereto). A Foreclosure Master-in-Equity Deed was subsequently issued to GT Renovations, LLC. (See Exhibits E attached hereto). Subsequently GT Renovations, LLC deeded the property to Christopher Allen, Sr. and Ojetta Allen and the deed was recorded on June 15, 2015 in Book 2035 at Page 618 in the Office of the Register of Deeds for Richland County. (See Exhibits F attached hereto).

When a judgment can have no practical legal effect upon the existing controversy, such that it is impossible for the reviewing court to grant effectual relief, a case becomes moot. Mathis v. S.C. State Highway Dep't, 260 S.C. 344, 346, 195 S.E.2d 713, 715 (1973). In the present case, Appellants seek to have the Order of Foreclosure and Sale reversed and the judicial sale vacated. The Order of Foreclosure and Sale has already been carried out and the property has been properly sold by the Master in Equity. Appellants did not take any action to stay the lower court case and/or seek to prevent the judicial sale from becoming final, nor did Appellants post a bond to stay the judicial sale. As a result, the subject property has now been sold to a third party.

Public policy generally requires that the validity of judicial sales be upheld and good faith purchasers should remain unaffected by irregularities in proceedings or error in the judgment. Cumbie v. Newberry, 251 S.C. 33, 37, 159 S.E.2d 915, 917 (1968). Thus, where a valid judicial sale has occurred, it should not be disturbed, and any appeal of the underlying foreclosure action can have no practical legal effect.

Therefore, because Appellants' property has already been sold to a third-party and that sale cannot be rescinded, Appellants are unable to obtain the requested relief. Without an available remedy, appeal of this case is moot. As such, Respondent respectfully requests this Court to dismiss the appeal as moot.

This Court dealt with similar factual issues in the case of HSBC Bank USA, National Association, as Trustee for MLCC 2007-2 v. Russell Fielden and Deborah M. Fielden, Appellate Case No. 2013-001412. By Order filed on April 20, 2014, the Court of Appeals dismissed Appellants Russell Fielden and Deborah M. Fielden's appeal and held that appeal was moot because the property was sold and titled to a third-party. (See Exhibits G attached hereto)

Respectfully submitted,

October 20, 2015



---

Charles S. Gwynne Jr. (SC Bar # 73844)  
Rogers Townsend & Thomas, PC  
220 Executive Center Drive (29210)  
Post Office Box 100200  
Columbia, South Carolina 29202-3200  
(803)771-7900  
Attorney for the Respondent  
Rogers Townsend & Thomas, PC and its staff are debt collectors

Other Counsel of Record and Parties:

Casey Scobie  
8501 Goldfinch Court  
Tampa, FL 33647

L.A. Yates  
1110 Orchard Lane  
West Columbia, SC 29172

Walter Todd, Jr., Esq.  
Todd, Holloway & Ward, PC  
P.O. Box 1549  
Columbia, SC 29202

THE STATE OF SOUTH CAROLINA  
In the Court of Appeals

**RECEIVED**

OCT 20 2015

**SC Court of Appeals**

APPEAL FROM RICHLAND COUNTY  
Court of Common Pleas

Joseph M. Strickland, Master-in-Equity

Appellate Case No. 2015-001060

Cenlar FSB.....Respondent,

vs.

Casey Scobie a/k/a Casey R. Clinton a/k/a Casey R. Scobie; GSH Properties,  
LLC; L.A. Yates; Briargate Condominium Association, Inc.....Defendants,

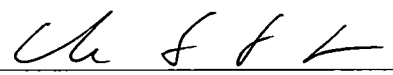
Of whom

Casey Scobie a/k/a Casey R. Clinton a/k/a Casey R. Scobie  
and L.A. Yates, are.....Appellants

**PROOF OF SERVICE**

I HEREBY CERTIFY that I have served the **RESPONDENT'S MOTION TO DISMISS APPEAL AND MEMORANDUM OF LAW** on Appellants Casey Scobie a/k/a Casey R. Clinton a/k/a Casey R. Scobie and L.A. Yates and other Defendants by depositing copies of it in the United States Mail, postage prepaid, on October 20, 2015, at the addresses shown on the attachment listing Other Counsel of Record and Parties.

October 20, 2015



Charles S. Gwynne Jr. (SC Bar # 73844)  
Rogers Townsend & Thomas, PC  
220 Executive Center Drive (29210)  
Post Office Box 100200  
Columbia, South Carolina 29202-3200  
(803)771-7900  
Attorney for the Respondent  
Rogers Townsend & Thomas, PC and its staff are debt collectors

Other Counsel of Record and Parties:

Casey Scobie  
8501 Goldfinch Court  
Tampa, FL 33647

L.A. Yates  
1110 Orchard Lane  
West Columbia, SC 29172

Walter Todd, Jr., Esq.  
Todd, Holloway & Ward, PC  
P.O. Box 1549  
Columbia, SC 29202

STATE OF SOUTH CAROLINA

COUNTY OF RICHLAND

Cenlar FSB,

Plaintiff,

vs.

Casey Scobie a/k/a Casey R. Clinton a/k/a  
Casey R. Scobie; GSH Properties, LLC; L.A.  
Yates; Briargate Condominium Association,  
Inc.,

Defendant(s).

(506951.00892.CSG)

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

Pro Se Defendant  
Casey Scobie a/k/a Casey R. Clinton a/k/a Casey R. Scobie

Walter B. Todd, Jr., Esquire  
Attorney for Defendant Briargate Condominium Association, Inc.

Pro Se Defendant  
L.A. Yates

IN THE COURT OF COMMON PLEAS

DOCKET NO.: 2013-CP- 40-5367

JUDGMENT OF FORECLOSURE AND SALE  
Deficiency Judgment Waived

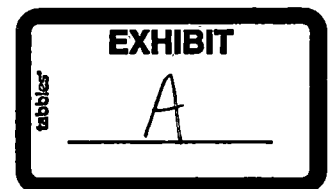
FILED  
2015 APR 15 PM 2:14  
J. T. H. M. RICHMOND  
C.C.P. & G.S.

Pursuant to Rule 53 of the South Carolina Rules of Civil Procedure, the above-entitled matter was referred to the undersigned. A hearing was held on April 1, 2015 at 3:00 P.M. Present for the hearing was Charles S. Gwynne Jr., Esquire attorney for Plaintiff, Plaintiff's representative Clifford J. Priest; and Pro Se Defendant Mr. L.A. Yates. 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 September 9, 2013.
2. The Summons and Complaint were filed on September 9, 2013.
3. Service was made upon all Defendant(s) as shown by proof(s) of service filed herein.
4. The Defendant GSH Properties, LLC are in default.

12123471



5. The Defendant Casey Scobie a/k/a Casey R. Clinton a/k/a Casey R. Scobie 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 or will be filed herein.

6. The Court finds Plaintiff is the loan servicer for the subject loan and has standing to bring this action.

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

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

9. On or about September 10, 2013, Defendant Briargate Condominium Association, Inc. filed an Answer to the Complaint through their attorney, Walter B Todd, Jr., Esquire.

10. On or about February 10, 2013, Defendants Casey Scobie a/k/a Casey R. Clinton a/k/a Casey R. Scobie ("Scobie") and L.A. Yates ("Yates") filed an Answer to the Complaint.

11. On or about June 16, 2014, Defendants Scobie and Yates filed a First Amended Answer and Affirmative Defenses to the Complaint.

12. On or about July 22, 2014, Defendants Scobie and Yates filed a Counterclaim to the Complaint.

13. On March 26, 2015 Defendant L.A. Yates filed a Motion for Continuance of Hearing and Request to Bifurcate Counterclaim for Jury Trial in Circuit Court ("Motion"). Mr. Yates argued he was not properly notified that the hearing on April 1, 2015 would be a "Final Foreclosure Hearing" and renewed a prior motion seeking to bifurcate his counterclaim from the foreclosure claim. Additionally, Mr. Yates claims he needed to conduct discovery. The Court finds all parties were properly notified that the April 1, 2015 hearing would be a hearing on the merits of the case through a Notice of Hearing filed with the Court on January 26, 2015. In an Order filed on September 22, 2014 the Court denied a previous Motion for Continuance and request to bifurcate the counterclaim filed by Mr. Yates. The Court notes that this case has been pending for a year and a half and Mr. Yates has not attempted to conduct any discovery. The Court finds that the Motion was filed purely for delay purposes and the

Motion is denied.

14. 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.

15. Casey R. Clinton for value received, made, executed and delivered a Fixed Rate Note ("Note") dated March 31, 2000 promising hereby to pay to Plaintiff or its predecessor the sum of \$46,050.00 with interest at 8.000% per annum. Other terms and conditions are stated in the Note, of record herein.

16. To better secure the payment of the Note described above, Casey R. Clinton made, executed, and delivered to Carolina First Bank a certain real estate Mortgage in writing, dated March 31, 2000 covering real property in Richland County, which is the same as that described in the Complaint. This Mortgage was filed on April 6, 2000, and is of record in the Office of RMC/ROD in Book R 398 at Page 1296. This Mortgage was subsequently assigned to Mortgage Electronic Registration Systems, Inc. A Delaware Corporation, as Nominee for Centennial Bank an Arkansas Corporation, its successors and assigns (MIN #100424260008204121) by assignment dated July 17, 2006 and recorded August 25, 2006 in Book R 1222 at Page 832. This mortgage was subsequently assigned to the Plaintiff herein by assignment dated August 21, 2013 and recorded August 30, 2013 in Book 1891 at Page 3188.

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

18. 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.

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

20. The sum of \$7,083.75 is a reasonable fee and cost to allow Plaintiff's counsel for services performed and anticipated to be performed until final adjudication of this action, under the terms of the Note and Mortgage. This fee is likewise reasonable based on the time necessarily devoted to representation of Plaintiff during the several month course of these proceedings. The services of counsel performed for Plaintiff, which include the number and types of pleadings and documents prepared, the incumbent liabilities, and the difficulties involved in this particular case also support the fee awarded. The fee is also reasonable given the professional standing of Plaintiff's counsel and their experience in handling foreclosure matters. The fee awarded herein is also reasonable in light of the fees customarily

awarded by this court for similar services in this locality. Moreover, the efforts of Plaintiff's counsel have had the beneficial result of a prompt foreclosure of the Mortgage. Services anticipated to be performed until final adjudication contemplate completion of this matter within a reasonable time and does not include exceptional circumstances delaying conclusion beyond the normal time.

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

Principal		\$37,369.22
Interest from February 1, 2013 through April 1, 2015 at 8.000%		\$6,477.38
Escrow Advance		
Taxes		
12/12/13	\$591.46	
12/05/14	\$403.66	
Total	\$995.12	\$995.12
Pre Acceleration Late Charges		
03/18/13	\$16.90	
04/16/13	\$16.90	
05/16/13	\$16.90	\$50.70
Property Inspections		
05/21/13	\$19.00	
06/24/13	\$17.50	
07/26/13	\$19.00	
08/26/13	\$19.00	
09/26/13	\$17.50	
11/26/13	\$19.00	
12/26/13	\$17.50	
01/28/14	\$19.00	
02/24/14	\$17.50	
03/26/14	\$19.00	
04/23/14	\$16.00	
05/23/14	\$17.50	
06/20/14	\$19.00	
07/22/14	\$17.50	
08/26/14	\$19.00	
09/25/14	\$17.50	
10/22/14	\$19.00	
11/19/14	\$16.00	
12/19/14	\$19.00	\$398.50

01/28/15	\$17.50	
02/23/15	\$17.50	
03/24/15	\$19.00	
Total	\$398.50	
Attorney's Fees incurred ( <del>paid</del> , billed but unpaid or unbilled)		\$4,512.50
Anticipated attorney fees awarded herein		\$1,250.00
Expenses (Case filing fee; Service of process; Reference fee; Motions Fees; Title Search; and Recording Fees)		\$1,321.25
<b>TOTAL PRINCIPAL, INTEREST AND EXPENSES:</b>		<b>\$52,374.67</b>

Interest shall accrue to the above stated "Total Debt" after the date of judgment at the rate of 8.000% per annum (pursuant to the terms of the Note and First Mortgage). Accrued interest shall be added to the "Total Debt" and shall comprise the amount of the Plaintiff's debt secured by the first Mortgage through the date to which such interest is computed.

22. 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.

23. 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. Briargate Condominium Association, Inc. by virtue of any lien enforceable assessments claimed as provided for in the Declaration of Covenants, Conditions, and Restrictions and any amendments thereto. Also including any other liens they may have.

---

**IT IS THEREFORE ORDERED:**

24. 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.

25. There is due on the Note and purchase money first Mortgage set forth in the

Complaint the sum of \$52,374.67, 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.

26. Defendants Scobie and Yates' Counterclaim is dismissed with prejudice.

27. Defendants Yates' Motion for Continuance of Hearing and Request to Bifurcate Counterclaim for Jury Trial in Circuit Court filed on March 26, 2015 is denied.

28. 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.

29. 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.

30. The Defendant(s) liable for the aforesaid judgment debt of the Note and Mortgage including interest at the rate of 8.000% per annum shall pay on or before the date of sale of the property hereinafter described, to Plaintiff or Plaintiff's attorney the amount of Plaintiff's debt as aforesaid, including with the costs and disbursements of this action.

31. On default of payment at or before the time of the sale of the property, the mortgaged property described hereinafter shall be sold by the below signed Master in Equity or other court-appointed or designated agent or auctioneer at public auction at the Richland County Courthouse, in the City of Columbia, 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 20 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 8.000%.

c. The sale shall be subject to taxes and assessments, existing easements and

restrictions, and any other senior encumbrances.

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

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

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

32. A personal or deficiency judgment having been waived, the bidding will not remain open after the date of sale and compliance with the bid may be made immediately.

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

34. The Master in Equity will give notice of the time and place of the sale by advertisement according to law and the terms thereof by advertisement according to law and will execute to the Purchaser a deed to the property sold. Plaintiff or any other party to this action may become a purchaser at such sale. If, upon such sale being made, the Purchaser should fail to comply with the terms thereof within 20 days after date of sale, then the Master in Equity may advertise the said premises for sale on the next or some other subsequent sales day at the risk of the highest bidder and so from time to time thereafter until a full compliance shall be secured.

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

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

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

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

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

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

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

38. In the event the successful bidder is someone other than the Defendant(s) in possession of the subject property, the Sheriff of Richland County is ordered and directed to eject and remove from the property the occupant(s) of the property sold, together with all personal property located thereon, and put the successful bidder or his assigns in full, quiet, and peaceable possession of said property without delay, and to keep said successful bidder or his assigns in such peaceable possession.

39. In the event the successful bidder is other than the Defendant(s) in possession of the subject property and the occupants have voluntarily vacated the property or have been ejected from the property leaving furnishings, fixtures and items not subject to Plaintiff's Mortgage in said property, the Purchaser is authorized to remove from the property all furnishings, fixtures and items not subject to the lien of Plaintiff's Mortgage. The personal property, being deemed abandoned, shall be removed by the Purchaser or its agents from the subject property by placing said personal property on the public street or highway or by any other means.

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

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

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

43. The undersigned will retain jurisdiction to do all necessary acts incident to this foreclosure including, but not limited to, the issuance of a Writ of Assistance.

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

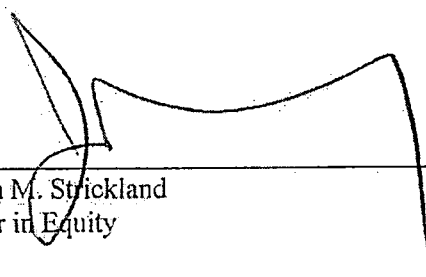
Unit 705 of Briargate Horizontal Property Regime created under Title 27, Chapter 31, Section 10, et seq., as amended, of the Code of Laws of South Carolina, and as established by a Master Deed of record in Book D689 at Page 1, Office of the Register of Deeds for Richland County, South Carolina, together with the undivided percentage interest in the Common Elements appurtenant to said Unit as set forth in Exhibit A-1 of said Master Deed. Reference is hereby made to the Plans of Briargate Horizontal Property Regime set forth in Exhibit A-2 of said Master Deed for a more complete identification and description of such unit.

This being the same property conveyed to Casey R. Clinton by deed of Gerald Earles and S. Jane Earles dated March 31, 2000 and recorded April 6, 2000 in Book R398 at Page 1294. Subsequently, Casey R. Scobie a/ka Casey R. Clinton conveyed the subject property to D&L Property Investments LLC dated July 16, 2004 and recorded August 9, 2004 in Book R965 at Page 2654. Subsequently, D&L Property Investments, LLC conveyed the subject property to Casey Scobie by deed dated December 12, 2006 and recorded February 20, 2007 in Book R1283 at Page 2008. Subsequently, Casey Scobie conveyed the subject property to GSH Properties, LLC and L.A. Yates by deed dated March 27, 2013 and recorded April 19, 2013 in Book R1853 at Page 2898.

Property Address: 712 Old Manor Road, Unit #705  
Columbia, SC 29210

TMS# R06081-04-37

April 15, 2015  
Columbia, South Carolina

  
\_\_\_\_\_  
Joseph M. Strickland  
Master in Equity

STATE OF SOUTH CAROLINA

COUNTY OF RICHLAND

Cenlar FSB,

Plaintiff,

v.

Casey Scobie a/k/a Casey R. Clinton a/k/a Casey R. Scobie; GSH Properties, LLC; L.A. Yates; Briargate Condominium Association, Inc.;

Defendant(s).

(006951-00892)

IN THE COURT OF COMMON PLEAS

DOCKET NO.

2013CP4005367

LIS PENDENS

Deficiency Judgment Demanded

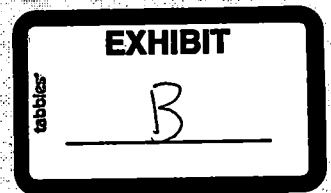
JEANETTE W. BIRD  
C.C.P. & G.  
2014 SEP -9 AM 10:14  
FILED  
RICHLAND COUNTY

NOTICE IS HEREBY GIVEN THAT an action has been or will be commenced in this Court upon complaint of the above-named Plaintiff against the above-named Defendant(s) for the foreclosure of a certain mortgage of real estate given by Casey R. Clinton to Carolina First Bank dated March 31, 2000, and recorded in the Office of the RMC/ROD for Richland County on April 6, 2000, in Mortgage Book R 398 at Page 1296. This Mortgage was subsequently assigned to Mortgage Electronic Registration Systems, Inc. A Delaware Corporation, as Nominee for Centennial Bank an Arkansas Corporation, its successors and assigns (MIN #100424260008204121) by assignment dated July 17, 2006 and recorded August 25, 2006 in Book R 1222 at Page 832.

The premises covered and affected by the said mortgage and by the foreclosure thereof were, at the time of the making thereof and at the time of the filing of this notice, described as follows:

Unit 705 of Briargate Horizontal Property Regime created under Title 27, Chapter 31, Section 10, et seq., as amended, of the Code of Laws of South Carolina, and as established by a Master Deed of record in Book D689 at Page 1, Office of the Register of Deeds for Richland County, South Carolina, together with the undivided percentage interest in the Common Elements appurtenant to said Unit as set forth in Exhibit A-1 of said Master Deed. Reference is hereby made to the Plans of Briargate Horizontal Property Regime set forth in Exhibit A-2 of said Master Deed for a more complete identification and description of such unit.

This being the same property conveyed to Casey R. Clinton by deed of Gerald Earles and S. Jane Earles dated March 31, 2000 and recorded April 6, 2000 in Book R398 at Page 1294. Subsequently, Casey R. Scobie a/ka Casey R. Clinton conveyed the subject property to D&L Property Investments LLC dated July 16, 2004 and recorded August 9, 2004 in Book R965 at Page 2654. Subsequently, D&L Property Investments, LLC conveyed the subject property to Casey Scobie by deed dated December 12, 2006 and recorded February 20, 2007 in Book R1283 at Page 2008. Subsequently, Casey Scobie conveyed the subject property to GSH Properties, LLC and L.A. Yates by deed dated March 27, 2013 and recorded April 19, 2013 in Book R1853 at Page 2898.



Property Address: 712 Old Manor Rd., Unit #705  
Columbia, SC-29210

TMS# R06081-04-37



---

Rogers Townsend & Thomas, PC  
ATTORNEYS FOR PLAINTIFF

Samuel C. Waters (SC Bar #5958)	Cheryl H. Fisher (SC Bar #15213)
Reginald P. Corley (SC Bar #69453)	Jennifer W. Rubin (SC Bar #16727)
Ellie C. Floyd (SC Bar #68635)	Michael P. Morris (SC Bar #73560)
Eve Moredock Stacey (SC Bar #5300)	Robert P. Davis (SC Bar #74030)
William S. Koehler (SC Bar #74935)	Vance L. Brabham, III (SC Bar #71250)
Andrew W. Montgomery (SC Bar #79893)	Andrew A. Powell (SC Bar #100210)
J. Pamela Price (SC Bar # 014336)	

220 Executive Center Drive  
Columbia, SC 29210

Post Office Box 100200 (29202)  
(803) 744-4444

Columbia, South Carolina  
September 6, 2013

STATE OF SOUTH CAROLINA

COUNTY OF RICHLAND

Cenlar FSB,

Plaintiff,

v.

Casey Scobie a/k/a Casey R. Clinton a/k/a Casey R. Scobie; GSH Properties, LLC; L.A. Yates; Briargate Condominium Association, Inc.;

Defendant(s).

(006951-00892)

IN THE COURT OF COMMON PLEAS

DOCKET NO.

SUMMONS  
(NON-JURY)  
FORECLOSURE OF REAL ESTATE  
MORTGAGE  
Deficiency Judgment Demanded

2014 SEP - 9 AM 10:46  
JEANETTE W. McBRIDE  
C.C.P. & G.S.  
RICHLAND COUNTY  
FILED

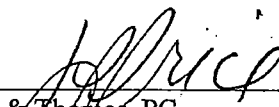
TO THE DEFENDANT(S) ABOVE NAMED:

YOU ARE HEREBY SUMMONED and required to appear and defend by answering the Complaint in this action, of which a copy is herewith served upon you, and to serve a copy of your Answer on the subscribers at their offices, 220 Executive Center Drive, Suite 109, Post Office Box 100200, Columbia, South Carolina 29202, within thirty (30) days after the service hereof, exclusive of the day of such service, except that the United States of America, if named, shall have sixty (60) days to answer after the service hereof, exclusive of the day of such service; and if you fail to do so, judgment by default will be rendered against you for the relief demanded in the Complaint.

YOU WILL ALSO TAKE NOTICE that Plaintiff will move for an order of reference or that the Court may issue a general order of reference of this action to a master in equity/special referee, pursuant to Rule 53, of the South Carolina Rules of Civil Procedure.

TO MINOR(S) OVER FOURTEEN YEARS OF AGE, AND/OR TO MINOR(S) UNDER FOURTEEN YEARS OF AGE AND THE PERSON WITH WHOM THE MINOR(S) RESIDES, AND/OR TO PERSONS UNDER SOME LEGAL DISABILITY:

YOU ARE FURTHER SUMMONED AND NOTIFIED to apply for the appointment of a guardian ad litem within thirty (30) days after the service of this Summons and Notice upon you. If you fail to do so, application for such appointment will be made by Cenlar FSB.

  
\_\_\_\_\_  
Rogers Townsend & Thomas, PC  
ATTORNEYS FOR PLAINTIFF

Samuel C. Waters (SC Bar #5958)  
Reginald P. Corley (SC Bar #69453)  
Ellie C. Floyd (SC Bar #68635)  
Eve Moredock Stacey (SC Bar #5300)  
William S. Koehler (SC Bar #74935)  
Andrew W. Montgomery (SC Bar #79893)  
J. Pamela Price (SC Bar # 014336)

Cheryl H. Fisher (SC Bar #15213)  
Jennifer W. Rubin (SC Bar #16727)  
Michael P. Morris (SC Bar #73560)  
Robert P. Davis (SC Bar #74030)  
Vance L. Brabham, III (SC Bar #71250)  
Andrew A. Powell (SC Bar #100210)

220 Executive Center Drive  
Columbia, SC 29210

Post Office Box 100200 (29202)  
(803) 744-4444

Columbia, South Carolina  
September 6, 2013

STATE OF SOUTH CAROLINA

COUNTY OF RICHLAND

Cenlar FSB,

Plaintiff,

v.

Casey Scobie a/k/a Casey R. Clinton a/k/a Casey  
R. Scobie; GSH Properties, LLC; L.A. Yates;  
Briargate Condominium Association, Inc.;

Defendant(s).

(006951-00892)

IN THE COURT OF COMMON PLEAS

DOCKET NO.

COMPLAINT

(NON-JURY)

FORECLOSURE OF REAL ESTATE  
MORTGAGE  
Deficiency Judgment Demand

JEANETTE W. MORRIS  
C. C. P.  
2014 SEP - 9 AM 10:46

RICHLAND COUNTY  
FILED

Plaintiff alleges:

1. This is an action for the foreclosure of a mortgage upon certain real estate in Richland County, South Carolina.

2. Pursuant to S.C. Code Section 33-15-101(b)(8) Plaintiff is a corporation or other legal entity collecting debts and / or enforcing mortgages, security interests or other rights in property securing debts.

3. 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.

4. The Plaintiff's servicing agent for the mortgage loan described in this foreclosure action is participating in the Home Affordable Modification Program ("HMP"), but the subject loan is not eligible for modification because the property is not owner occupied.

5. Some lien on or interest in the real estate, the subject of this action, may be claimed by the Defendant(s) herein.

6. The Defendant(s) herein described as judgment creditors have by filing said judgments designated their attorney entering the judgment as their agent for service of process under the provisions of South Carolina Code Section 15-35-840.

7. Heretofore, on or about March 31, 2000, Casey R. Clinton made, executed and delivered a certain Fixed Rate Note ("Note") in the principal sum of \$46,050.00, payable in monthly installments.

8. In order to secure the payment of the Note according to the terms and conditions thereof, Casey R. Clinton made, executed and delivered unto Carolina First Bank a certain real estate mortgage ("Mortgage") covering the following described property and any and all improvements to the property, including but not limited to a mobile/manufactured home:

Unit 705 of Briargate Horizontal Property Regime created under Title 27, Chapter 31, Section 10, et seq., as amended, of the Code of Laws of South Carolina, and as established by a Master Deed of record in Book D689 at Page 1, Office of the Register of Deeds for Richland County, South Carolina, together with the undivided percentage interest in the Common Elements appurtenant to said Unit as set forth in Exhibit A-1 of said Master Deed. Reference is hereby made to the Plans of Briargate Horizontal Property Regime set forth in Exhibit A-2 of said Master Deed for a more complete identification and description of such unit.

This being the same property conveyed to Casey R. Clinton by deed of Gerald Earles and S. Jane Earles dated March 31, 2000 and recorded April 6, 2000 in Book R398 at Page 1294. Subsequently, Casey R. Scobie a/ka Casey R. Clinton conveyed the subject property to D&L Property Investments LLC dated July 16, 2004 and recorded August 9, 2004 in Book R965 at Page 2654. Subsequently, D&L Property Investments, LLC conveyed the subject property to Casey Scobie by deed dated December 12, 2006 and recorded February 20, 2007 in Book R1283 at Page 2008. Subsequently, Casey Scobie conveyed the subject property to GSH Properties, LLC and L.A. Yates by deed dated March 27, 2013 and recorded April 19, 2013 in Book R1853 at Page 2898.

Property Address: 712 Old Manor Rd., Unit #705  
Columbia, SC 29210

TMS# R06081-04-37

9. The Mortgage was signed, witnessed and probated March 31, 2000; thereafter the Mortgage was recorded in the Office of the RMC/ROD for Richland County on April 6, 2000, in Mortgage Book R 398 at Page 1296. This Mortgage was subsequently assigned to Mortgage Electronic Registration Systems, Inc. A Delaware Corporation, as Nominee for Centennial Bank an Arkansas Corporation, its successors and assigns (MIN #100424260008204121) by assignment dated July 17, 2006 and recorded August 25, 2006 in Book R 1222 at Page 832.

10. The Mortgage evidences and secures the repayment of money advanced by Plaintiff or its predecessor in interest to, or on behalf of, the mortgagor(s) and constitutes a purchase money first lien on the mortgaged premises.

11. Subsequently, D&L Property Investments, LLC conveyed the subject property to Casey Scobie by deed dated December 12, 2006 and recorded February 20, 2007 in Book R1283 at Page

2008. Subsequently, Casey Scobie conveyed the subject property to GSH Properties, LLC and L.A. Yates by deed dated March 27, 2013 and recorded April 19, 2013 in Book R1853 at Page 2898..

12. After all payments received by the Plaintiff have been credited to the subject loan, the loan is in default and due for March 1, 2013, and the conditions of the Note and Mortgage have been broken. Plaintiff elects to and does declare the entire balance of said indebtedness due and payable, and that there is due on the Note and Mortgage as of March 1, 2013, the principal sum of \$37,369.22, with interest from February 1, 2013, advances, late charges, and also for the costs and disbursements of this action, including attorney's fees.

13. Pursuant to South Carolina Code Sections 29-3-650 and 29-3-660, Plaintiff specifically demands or reserves its right to a personal or deficiency judgment, unless heretofore or hereafter released, against the Notemaker(s) hereby obligated for the above-described debt.

14. Pursuant to the terms of the Mortgage, Plaintiff has employed counsel to prosecute this action and a reasonable value of services of counsel in this action is the sum as the Court may find appropriate.

15. Plaintiff may be forced to pay sums for taxes and insurance and costs for securing the property, which sums, according to the terms of the Mortgage, should be added to the amount of the debt.

16. Pursuant to the terms of the Mortgage and applicable state law, Plaintiff requests the mortgage be foreclosed and that the property be sold at public auction in accordance with law, subject to any liens for taxes, special assessments of record against such property, and existing easements or restrictions of record.

17. The hereinafter named Defendant(s) may have some interest in or lien upon the premises covered by the Mortgage set forth above, or some part thereof, but that such interests or liens are junior and subsequent to the lien of Plaintiff's Mortgage or, if specified below, have been paid in full and either should be satisfied of record or the lien released from the subject real estate. Said liens or interests are of record in the Office of the RMC or Clerk of Court of the aforesaid county and are described as follows:

A. Briargate Condominium 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.

WHEREFORE, having fully set forth its Complaint, Plaintiff prays that this Honorable Court inquire into the matters as set forth herein and:

(1) Under the direction of this Court, ascertain and determine the amount due upon the Note and Mortgage held by Plaintiff together with attorney's fees and costs of this action.

(2) Declare Plaintiff's Mortgage a purchase money first lien and render judgment of foreclosure for the amount so found to be due and owing thereon, together with any ad valorem taxes, or insurance premiums, and any other expenses which may be due and have been advanced by Plaintiff, with reasonable attorney's fees, and for the costs of this action.

(3) Order the reimbursement of all costs for inspecting and securing the property incurred by the Plaintiff as a result of the delinquency.

(4) Appoint a Receiver to collect the rents, issues, profits or designated sums from the mortgagor(s), and/or the grantee(s) of the mortgagor(s), and/or tenant(s) occupying or exercising control over the mortgaged premises and hold the same subject to the further order of this Court.

(5) Under the direction of this Court, sell the mortgaged premises, bar any equity of redemption, and apply the proceeds of sale as follows:

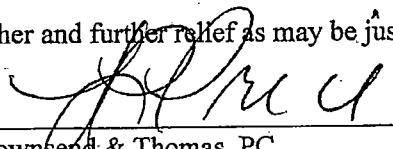
First, to the costs and expenses of the within action and sale;

Second, to the payment and discharge of the amount due on Plaintiff's Note and Mortgage, together with attorney's fees as aforesaid; and

Third, to the distribution of any surplus pursuant to Rule 71, of the South Carolina Rules of Civil Procedure;

(6) Issue an order directing the Sheriff of Richland County, South Carolina, to place the successful purchaser at said foreclosure sale in possession of the property should the same become necessary;

(7) Order such other and further relief as may be just and proper.



---

Rogers Townsend & Thomas, PC  
ATTORNEYS FOR PLAINTIFF

Samuel C. Waters (SC Bar #5958)  
Reginald P. Corley (SC Bar #69453)  
Ellie C. Floyd (SC Bar #68635)  
Eve Moredock Stacey (SC Bar #5300)  
William S. Koehler (SC Bar #74935)  
Andrew W. Montgomery (SC Bar #79893)  
J. Pamela Price (SC Bar # 014336)

Cheryl H. Fisher (SC Bar #15213)  
Jennifer W. Rubin (SC Bar #16727)  
Michael P. Morris (SC Bar #73560)  
Robert P. Davis (SC Bar #74030)  
Vance L. Brabham, III (SC Bar #71250)  
Andrew A. Powell (SC Bar #100210)

220 Executive Center Drive  
Columbia, SC 29210

Post Office Box 100200 (29202)  
(803) 744-4444

Columbia, South Carolina  
September 6, 2013

STATE OF SOUTH CAROLINA

COUNTY OF RICHLAND

Cenlar FSB,

Plaintiff,

v.

Casey Scobie a/k/a Casey R. Clinton a/k/a Casey  
R. Scobie; GSH Properties, LLC; L.A. Yates;  
Briargate Condominium Association, Inc.;

Defendant(s).

(006951-00892)

IN THE COURT OF COMMON PLEAS

DOCKET NO.

NOTICE OF FORECLOSURE INTERVENTION  
Deficiency Judgment Demanded

JEANETTE W. McBRIDE  
C.C.P. & G.S.

2014 SEP -9 AM 10:16

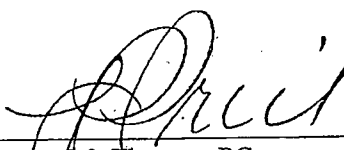
RICHLAND COUNTY  
FILED

PLEASE TAKE NOTICE THAT pursuant to the South Carolina Supreme Court Administrative Order 2011-05-02-01, you may have a right to Foreclosure Intervention.

To be considered for any available Foreclosure Intervention, you may communicate with and otherwise deal with the Plaintiff through its law firm, Rogers Townsend & Thomas, PC.

Rogers Townsend & Thomas, PC represents the Plaintiff in this action. Our law firm does not represent you. Under our ethical rules, we are prohibited from giving you any legal advice.

You must submit any requests for Foreclosure Intervention consideration within 30 days from the date you are served with this Notice. **IF YOU FAIL, REFUSE, OR VOLUNTARILY ELECT NOT TO PARTICIPATE IN FORECLOSURE INTERVENTION, THE FORECLOSURE ACTION MAY PROCEED.**

  
Rogers Townsend & Thomas, PC  
ATTORNEYS FOR PLAINTIFF

Samuel C. Waters (SC Bar #5958)  
Reginald P. Corley (SC Bar #69453)  
Ellie C. Floyd (SC Bar #68635)  
Eve Moredock Stacey (SC Bar #5300)  
William S. Koehler (SC Bar #74935)  
Andrew W. Montgomery (SC Bar #79893)  
J. Pamela Price (SC Bar # 014336)

Cheryl H. Fisher (SC Bar #15213)  
Jennifer W. Rubin (SC Bar #16727)  
Michael P. Morris (SC Bar #73560)  
Robert P. Davis (SC Bar #74030)  
Vance L. Brabham, III (SC Bar #71250)  
Andrew A. Powell (SC Bar #100210)

220 Executive Center Drive  
Columbia, SC 29210

Post Office Box 100200 (29202)  
(803) 744-4444

Columbia, South Carolina  
September 6, 2013

STATE OF SOUTH CAROLINA )  
 )  
COUNTY OF RICHLAND )

IN THE COURT OF COMMON PLEAS  
JR Number 2013-CP-40-5367

Cenlar FSB,

Plaintiff(s),

vs.

Casey Scobie a/k/a Casey R. Clinton a/k/a  
Casey R. Scobie; GSH Properties, LLC; L.A.  
Yates; Briargate Condominium Association,  
Inc.,

Defendant(s).

Master's Report on Sale and Disbursements  
and  
Order of Confirmation

Pursuant to Rule 71, SCRCPC  
(Public Sale)

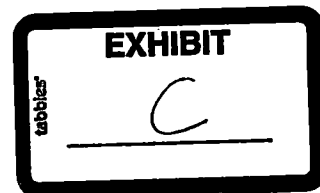
2015 JUN 15 PM 2:13  
JEANETTE W. MCBRID  
C.C.P. & G.S.  
RICHLAND COUNTY  
FILED

- Pursuant to Order of Court and after due notice and advertisement, I sold subject property to:
  - the Plaintiff for the sum of \$ -----, that amount being the highest bid made on Sales Day, May 4, 2015. The Plaintiff thereafter paid only the costs as provided in said Order and became the grantee/assigned its bid to
  - the highest bidder on Sales Day, State Street Holdings, LLC, for the sum of \$ 6,081.00. The successful bidder thereafter complied with the bid, as provided for in said Order, and became the grantee/ assigned the bid to GT Renovations, LLC.
- That I have executed and delivered to said grantee a good and sufficient deed of conveyance of said property.
- I have received and disbursed the costs as set out on the attached Statement of Disbursements which resulted in the disbursement of proceeds of sale/a surplus of \$ -----, notice of which is being sent to all parties who may wish to apply for said surplus, pursuant to Rule 71(c), SCRCPC.

IS THEREFORE ORDERED that the said sale and the Master's Report on Sale and Disbursements are hereby confirmed as a judgment of this Court.

June 8, 2015

JOSEPH M. STRICKLAND  
Master in Equity for Richland County





Book 2035-615  
2015043947 06/15/2015 08:42:43:530 Master's Deed-Foreclosure  
Fee:\$10.00 County Tax: \$7.15 State Tax: \$16.90



2015043947 John T. Hopkins II Richland County R.O.D.

**MASTER'S DEED**  
**State of South Carolina** )  
**County of Richland** )

**TO ALL WHOM THESE PRESENTS SHALL CONCERN:**

I, Joseph M. Strickland, as Master in Equity for Richland County, in said State, send greetings:

**WHEREAS**, in an action in the Court of Common Pleas in Richland County between **Cenlar FSB**, as **Plaintiff**, vs. **Casey Scobie, et al**, as **Defendant**, **Case No. 2013-CP-40-5367**, an Order dated **April 15, 2015**, it was decreed that the property hereinafter described should be sold by the Master in Equity for Richland County on the terms and for the purposes mentioned in the Order(s) granted in the case; and

**WHEREAS**, I the undersigned, as Master in Equity for Richland County, after due advertisement of the said property for sale at public outcry, did openly and publicly, and after the matter of auction, sell the said property on **May 4, 2015** for the sum of **\$6,081.00**, said sum being the highest bid at said sale and having been made by **State Street Holdings, LLC** and they having duly assigned said bid to **GT Renovations, LLC**, the hereinbelow named grantee, and the bid was paid.

**NOW, KNOW ALL MEN**, That I, the undersigned, as Master in Equity for Richland County, pursuant to the foregoing and also in consideration of the said bid paid as aforesaid by the said hereinbelow named grantee, the receipt whereof is hereby acknowledged, have granted, bargained, sold, released, and by these presents do grant, bargain, and release the following described property unto the grantee,

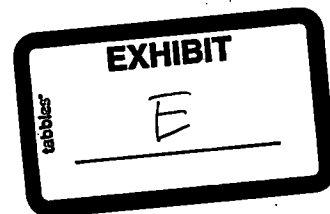
Grantee's Name: GT Renovations, LLC  
701 Gervais Street, Ste. 150, #180  
Columbia, SC 29201

Property Address: 705 Old Manor Road, Columbia, SC 29210.

TMS# 06081-04-37

See attached property description.

Subject to assessments, Richland county taxes, existing easements, easements and restrictions of record, and other senior encumbrances.



**TOGETHER**, with all and singular the hereditaments, rights, members and appurtenances whatsoever to the said property belonging or in any wise incident or appertaining, and the reversions and remainders, rents, issues, and profits thereof, and also any estate, right, title, interest, dower, possessions, benefit, claim or demand therein whatsoever of all parties to the said suit and of all other persons who might rightfully claim the same or any part thereof, by, from, or under them, or either of them;

**TO HAVE AND TO HOLD** the said property, with its hereditaments, privileges, and appurtenances, unto the said grantee, their successors and assigns for their own use, benefit and behoof, forever.

**IN WITNESS WHEREOF**, I, the undersigned Master in Equity for Richland County, under and by virtue of the said Order(s), have hereunto set my Hand and Seal the 29<sup>th</sup> day of May, in the year of our Lord Two Thousand and Fifteen (2015), and in the Two Hundred and Thirty-ninth (239th) year of the Sovereignty and Independence of the United States of America.

**SIGNED, SEALED AND DELIVERED )**

In the Presence of: )  
)

Fristella Cornelius

Sam M. Strickland

[Signature]  
Master in Equity, Richland County

STATE OF SOUTH CAROLINA )  
COUNTY OF RICHLAND )

**PERSONALLY APPEARED** the above named witness and made oath that (s)he saw the within named Joseph M. Strickland, as Master in Equity for Richland County, sign, seal and as his act and deed, deliver the within Deed; and that (s)he with the other above named witnessed the execution thereof.

Fristella Cornelius

**SWORN TO AND SUBSCRIBED** before me on this 29<sup>th</sup> day of May, 2015.

Sam M. Strickland

Notary Public for South Carolina  
My Commission Expires: 8-27-23

EXHIBIT "A"

Unit 705 of Briargate Horizontal Property Regime created under Title 27, Chapter 31, Section 10, et seq., as amended, of the Code of Laws of South Carolina, and as established by a Master Deed of record in Book D689 at Page 1, Office of the RMC for Richland County, South Carolina, together with the undivided percentage interest in the Common Elements appurtenant to said Unit as set forth in Exhibit A-1 of said Master Deed. Reference is hereby made to the Plans of Briargate Horizontal Property Regime set forth in Exhibit A-2 said Master Deed for a more complete identification and description of such unit.

This being the property conveyed to Casey R. Clinton by Deed of Gerald Earles and S. Jane Earles dated March 31, 2000 and recorded April 6, 2000 in Book R398, at page 1294. Subsequently, Casey R. Scobie a/k/a Casey R. Clinton conveyed the subject property to D&L Property Investments, LLC, dated July 16, 2004 and recorded August 9, 2004 in Book R965, at Page 2654. Subsequently, D&L Investments, LLC conveyed the subject property to Casey Scobie by Deed dated December 12, 2006 and recorded February 20, 2007 in Book R1283 at Page 2008. Subsequently, Casey Scobie conveyed the subject property to GSH Properties, LLC and L.A. Yates by Deed dated March 27, 2013 and recorded April 19, 2013 in Book R1853, at Page 2898.

TMS# 06081-04-37

Property Address: 705 Old Manor Road, Columbia, SC 29210

STATE OF SOUTH CAROLINA )  
 )  
COUNTY OF RICHLAND )

TITLE TO REAL ESTATE

KNOW ALL MEN BY THESE PRESENTS, that GT RENOVATIONS, LLC ("Grantor") for and in consideration of the sum of TWENTY FIVE THOUSAND AND 00/100 (\$25,000.00) DOLLARS to it in hand paid at and before the sealing of these presents, by CHRISTOPHER ALLEN, SR. AND OJETTA ALLEN ("Grantees") in the State aforesaid, (the receipt whereof is hereby acknowledged) have granted, bargained, sold and released, and by these Presents do grant, bargain, sell and release, unto the said

**CHRISTOPHER ALLEN, SR. AND OJETTA ALLEN, THEIR HEIRS AND ASSIGNS:**

See attached Exhibit "A" for full Legal Description.

This conveyance is made subject to existing easements and easements and restrictions of record.

Grantees' Address: 705 Old Manor Rd Columbia SC 29210  
Property Address: 705 Old Manor Road, Columbia, SC 29210

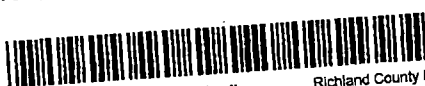
TMS# 06081-04-37

TOGETHER with all and singular the Rights, Members, Hereditaments and Appurtenances to the said Premises belonging, or in anywise incident or appertaining.

JG



Book 2035-618  
2015043948 06/15/2015 08:42:43:683  
Fee: \$10.00 County Tax: \$27.50 State Tax: \$65.00  
2015043948 John T. Hopkins II  
Richland County R.O.D.



TO HAVE AND TO HOLD, all and singular the said premises before mentioned unto the said Grantees, their heirs and assigns forever.

And the said Grantor do(es) hereby bind itself and its successors and assigns to warrant and forever defend all and singular the said premises unto the said Grantees, their heirs and assigns against Grantor and Grantor's successors and assigns and against every person whomsoever lawfully claiming or to claim the same, or any part thereof.

IN WITNESS WHEREOF, Grantor has caused these presents to be executed this 10<sup>th</sup> day of June in the year of our Lord two thousand fifteen (2015), and in the two hundred thirty-ninth (239th) year of the Sovereignty and Independence of the United States of America.

Signed, sealed and delivered in the Presence of:

Cynthia [Signature]  
(Signature of Witness #1)

[Signature]  
(Signature of Witness #2)

GT Renovations, LLC  
[Signature] Member (SEAL)  
Its: Member--Jesse P. Grote

\_\_\_\_\_  
(SEAL)



EXHIBIT "A"

Unit 705 of Briargate Horizontal Property Regime created under Title 27, Chapter 31, Section 10, et seq., as amended, of the Code of Laws of South Carolina, and as established by a Master Deed of record in Book D689 at Page 1, Office of the RMC for Richland County, South Carolina, together with the undivided percentage interest in the Common Elements appurtenant to said Unit as set forth in Exhibit A-1 of said Master Deed. Reference is hereby made to the Plans of Briargate Horizontal Property Regime set forth in Exhibit A-2 said Master Deed for a more complete identification and description of such unit.

This being the property conveyed to GT Renovations, LLC by Deed of Joseph M. Strickland, Master in Equity for Richland County, dated May 28, 2015 and recorded in the Office of the RMC for Richland County in Record Book 2035, at Page 615 <sup>NC</sup>.

TMS# 06081-04-37

Property Address: 705 Old Manor Road, Columbia, SC 29210

JG

# The South Carolina Court of Appeals

HSBC Bank USA, National Association, as Trustee of  
MLCC 2007-2, Respondent,

v.

S. Russell Fielden, Deborah M. Fielden, CoastalStates  
Bank, Defendants,

CoastalStates Bank, Cross-Claim Plaintiff,

v.

S. Russell Fielden and Deborah M. Fielden, Cross-Claim  
Defendants,

Of whom S. Russell Fielden and Deborah M. Fielden are  
the Appellants.

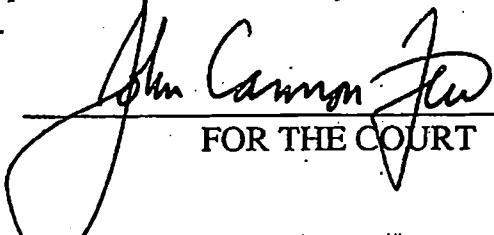
Appellate Case No. 2013-001412

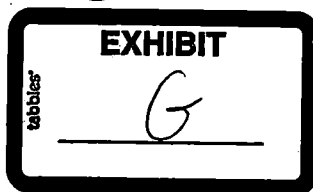
---

## ORDER

---

Respondent has filed a motion to dismiss this appeal from the master in equity's order of foreclosure and sale, arguing that because the subject property was sold and titled to a third-party on March 25, 2014, this appeal is moot. After careful consideration, this appeal is dismissed as moot. *See Sloan v. Dep't of Transp.*, 379 S.C. 160, 167, 666 S.E.2d 236, 240 (2008) (holding that generally, this court "will not pass on moot and academic questions or make an adjudication where there remains no actual controversy").

  
C.J.  
FOR THE COURT



FILED  
4/30/14

---

Columbia, South Carolina

cc: Charles Stuart Gwynne, Jr., Esquire  
Robert Paul Davis, Esquire  
Samuel C. Waters, Esquire  
S. Russell Fielden  
Deborah M. Fielden