

STATE OF SOUTH CAROLINA
COUNTY OF HORRY

Ventures Trust 2013-I-H-R by MCM Capital
Partners, LLC, its trustee,

Plaintiff,

v.

Nancy Hardwick; Bank of America, N.A.;
Caropines Community Association,

Defendant(s)

IN THE COURT OF COMMON PLEAS
CASE NO.: 2010-CP-26-11806

MASTER IN EQUITY'S ORDER AND JUDGMENT OF
FORECLOSURE AND SALE

DEFICIENCY WAIVED

(COPY)

Pursuant to Rule 53 of the South Carolina Rules of Civil Procedure (hereinafter "SCRCP"), the above-entitled matter was referred to the undersigned Master in Equity to make appropriate findings of fact and conclusions of law, with authority to enter a final Judgment in the cause. Any appeal from the decision of the Master in Equity shall be directly to the South Carolina Court of Appeals or Supreme Court.

Pursuant to the said reference, a hearing was held, a record was made, which is reported herewith, and from the testimony and evidence, I find and conclude as follows:

FINDINGS OF FACT:

1. The Lis Pendens was filed on December 21, 2010.
2. The Summons and Complaint were filed on December 21, 2010.
3. Service was made upon the Defendants named in this Report as is shown by the proofs of service filed herein.
4. The Defendants are in default as shown by Affidavit filed herein.
5. According to an Affidavit filed herein, no Defendant in default is in the military service of the United States of America, as contemplated under the Servicemembers' Civil Relief Act fka Soldiers' and Sailors' Civil Relief Act of 1940, and any amendments thereto.
6. The Defendants were notified of the time, date and place of hearing in this matter. Defendant Nancy Hardwick attended the hearing pro se.



7. For value received, Nancy C. Hardwick made, executed and delivered a note, dated February 28, 2007, promising thereby to pay to the order of Bank of America, N.A. the sum of \$160,000.00 with interest at the rate of 6% per annum (hereinafter "Note"). Other terms and conditions are stated in the note, which is of record herein.

8. To better secure the payment of the Note described above, the said Nancy C. Hardwick made, executed and delivered a mortgage to Bank of America, N.A., in writing, dated February 28, 2007, covering real property in Horry County, which is the same as that described in the Complaint. The Mortgage was recorded on March 1, 2007, and is of record in the Horry County Registry in Book 4858 at page 220.

9. This mortgage constitutes a valid purchase money mortgage on the subject property.

10. Thereafter, the Mortgage was assigned to Ventures Trust 2013-I-H-R by MCM Capital Partners, LLC by assignment recorded on February 13, 2015 in Book 5655 at Page 1945. Although the Note and Mortgage were assigned to the Plaintiff after this action was commenced, no party raised the Plaintiff's standing to sue. Accordingly, this issue has been waived.

11. That the servicer is participating in the Home Affordable Modification Program (HMP). The HMP modification process specified by the Guidelines or Supplemental Directive has been completed without resulting in a modification because the borrower failed to respond to the HMP Solicitation.

12. Furthermore, Plaintiff complied with Administrative Order 2011-05-02-1 issued by the South Carolina Supreme Court.

13. The titleholder of record of the Property as of the filing of the Lis Pendens in this action was Nancy Hardwick.

14. 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 its attorney of record herein for collection.

15. Having considered the nature, extent and difficulty of the services rendered (the field of mortgage foreclosures being a specialized area of practice); the time involved in reviewing the various loan documents, performing the title search, preparing the pleadings and preparing for and attending hearings;

the professional standing of the Plaintiff's attorney; the fee customarily charged in this jurisdiction for similar services; and the beneficial results obtained for the Plaintiff, I find that the sum of \$1,650.00 is a reasonable attorney's fee for the 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, unanticipated circumstances delaying conclusion beyond the normal time.

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

Principal due as of today's date:	09/10/15		\$ 154,112.58
Accrued interest from:	01/01/10	to: 06/26/15	\$ 50,719.74
Accruing at:	6% per annum		
Advancements to Escrow			\$ 15,069.85
Corporate Advances			\$ 1,830.00
Late charges:			\$ 3,549.04
Attorney's fees:			\$ 1,650.00

Total Debt secured by Note and Mortgage, including interest to date is \$226,931.21. Interest for the period from the date shown above through the date of this judgment, at 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 Judgment at the rate of 6% per annum, the Note's current rate, 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 the Plaintiff's debt secured by the Mortgage through the date to which such interest is computed.

17. The Plaintiff is seeking foreclosure of its 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.

18. The Defendant(s), below listed, claim or may claim liens upon or interests in the subject property; and in the event there is a surplus from the sale of the subject property, the validity, priority and amount of any such lien claims will be determined at a hearing subsequent to the sale, in accordance with Rule 71(c), SCRPC. The said Defendants and such claims or liens are as follows:

The Defendant, Bank of America, N.A., is made a party by virtue of a Mortgage given by Nancy Hardwick, dated February 28, 2006 and recorded March 1, 2007, in Book 4859 at Page 2914, in the amount of \$30,000.00. Said lien is junior and subordinate to Plaintiff's mortgage and is hereby ordered removed from the title to the Property.

The Defendant, Caropines Community Association, is made a party to this action by virtue of any homeowners liens or assessments recorded or unrecorded that are due or that may become due in the future. Said lien is junior and subordinate to Plaintiff's mortgage and is hereby ordered removed from the title to the Property.

CONCLUSIONS OF LAW: I, therefore, conclude as follows:

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1. The Plaintiff should have judgment of foreclosure of its Mortgage; and the Property should be ordered sold at public auction after due advertisement.
 2. That there is due to the Plaintiff on its Note and Mortgage the sum of \$226,931.21, representing the Total Debt due to the Plaintiff as outlined above, together with interest thereon at the rate provided in the Note to the date hereof.
 3. That the amount due in the preceding paragraph (the "Total Debt") and later accrued interest and costs shall constitute the total judgment debt due to the Plaintiff and shall bear interest hereafter at the rate of 6% per annum, the current interest rate of the Note.

IT IS, THEREFORE, ORDERED, ADJUDGED AND DECREED:

1. That the Defendant(s) liable for the aforesaid Mortgage debt shall, prior to the date and time of the sale of the Property, hereinafter described, pay to the Plaintiff, or the Plaintiff's attorney, the amount of the Plaintiff's debt as aforesaid, together with the costs and disbursements of this action.
2. That on default of payment prior to the date and time of the sale, the Property, hereinafter described, shall be sold by the undersigned Master in Equity at public auction, at the Horry County Courthouse,

City of Conway, County and State aforesaid, on some convenient sales day hereafter, on the following terms, that is to say:

A. FOR CASH: The undersigned Master in Equity shall require a deposit of 5% on the amount of the bid (in cash or equivalent) the same to be applied on the purchase price only upon compliance with the bid, but in case of non-compliance within thirty (30) days the same to be forfeited and applied to the costs and then to the Plaintiff's debt.

B. Interest on the balance of the bid shall be paid to the day of compliance at the rate of 6% per annum, which is the Note's current interest rate.

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

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

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3. If the Plaintiff is the successful bidder at the said sale, for a sum not exceeding the amount of costs, expenses and the indebtedness of the Plaintiff in full, the Plaintiff may pay to the undersigned Master in Equity only the amount of the costs and expenses, crediting the balance of the bid on the Plaintiff's indebtedness.
 4. That a personal or deficiency Judgment being Waived, the bidding will not remain open for thirty (30) days and bidding will be final on the date of the sale, and compliance with the bid may be made immediately.
 5. That the undersigned Master in Equity will, by advertisement according to law, give notice of the time and place of sale and the terms thereof, and that he will execute to the purchaser, or purchasers, a deed to the Property sold. The Plaintiff, or any other party to this action, or any other person may become a purchaser at such sale. If such sale is made to anyone other than the Plaintiff or its assignee, should the successful bidder, or his assignee, fail to comply with the terms thereof within thirty (30) days after the date of sale, then the undersigned Master in Equity may re-advertise the Property for sale on the next, or some other subsequent, sales day, at the risk of the highest bidder, and so on from time to time thereafter until a full compliance shall be secured.

6. In the event an agent of the 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 terms and conditions as set forth in the Judgment of Foreclosure and Sale or such terms as may be set forth in a supplemental order.
7. That the undersigned Master in Equity shall apply the proceeds of the sale as follows:
- FIRST: To the 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; and
- NEXT: To the payment of the amount to the Plaintiff, or the Plaintiffs Attorney, of the amount of the Plaintiff's debt and interest (including attorney fees) or so much thereof as the purchase money will pay on the same; and
- NEXT: Any surplus will be held pending further Order of this Court pursuant to Rule 71(c), SCRCP.
8. That it is further ORDERED, ADJUDGED AND DECREED that each Defendant named herein, and all persons whomsoever claiming under him, them or it, be forever barred and foreclosed of all right, title, interest and equity of redemption in the said mortgaged premises so sold, or any part thereof.
9. That it is further ORDERED ADJUDGED AND DECREED that the deed of conveyance made pursuant to this judgment and said sale shall contain the names of only the Plaintiff, the first-named Defendant, who was the title holder of the mortgaged property at the time of the filing of the Lis Pendens, and the Grantee; and that the Horry County Register of Deeds is hereby authorized to omit from the indices pertaining to such conveyance the names of all parties not contained in said deed.
10. It is further ORDERED, ADJUDGED AND DECREED that in the event the successful bidder to whom the deed of conveyance has been issued subsequent to the sale is other than the Defendants in possession herein and a Writ of Assistance is presented, the Sheriff of Horry County may be ordered and directed to eject and remove from the premises the occupants of the property sold, together with all personal property located thereon, and put the successful bidder to whom the deed of conveyance has been issued 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.

- 11. That it is further ORDERED ADJUDGED AND DECREED that after the Order Confirming Sale and Disbursements has been issued and filed, the undersigned Master in Equity shall direct the Register of Deeds to release of record the lien(s) being foreclosed, which lien(s) are described in the Findings of Fact herein above.
- 12. That it is further ORDERED ADJUDGED AND DECREED that the following is a description of the Property herein ordered to be sold:

ALL AND SINGULAR, THAT CERTAIN PIECE, PARCEL, OR LOT OF LAND, TOGETHER WITH IMPROVEMENTS THEREON, SITUATE, LYING AND BEING IN SOCASTEE TOWNSHIP, HORRY COUNTY, SOUTH CAROLINA, BEING SHOWN AND DESIGNATED AS LOT 8, BLOCK G, CAROPINES TRACE, AS SHOWN ON A PLAT PREPARED FOR RUHAMA M. BARBER AND JERALD L. BARKER, SR., BY CULLER LAND SURVEYING COMPANY, INC., DATED DECEMBER 15, 1994, RECORDED DECEMBER 27, 1994, IN PLAT BOOK 131, AT PAGE 559, HORRY COUNTY RECORDS, SAID PLAT BEING INCORPORATED BY REFERENCE HEREIN AS PART OF THIS DESCRIPTION.

THE CONVEYANCE OF THE AFORESAID REAL PROPERTY SHALL BE SUBJECT TO ALL EASEMENTS, RESERVATIONS, RIGHTS OF WAY, RESTRICTIONS, ENCROACHMENTS, AND COVENANTS OF RECORD WHICH MAY AFFECT THE ABOVE-DESCRIBED PROPERTY, AND TO ALL GOVERNMENTAL STATUTES, ORDINANCES, RULES AND REGULATIONS.

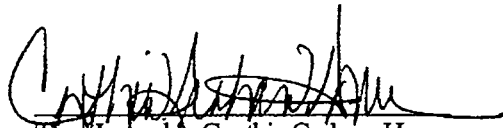
THIS BEING THE SAME PROPERTY CONVEYED TO NANCY HARDWICK BY VIRTUE OF A DEED FROM TERRY JEZIERSKI AND PHILLIP JEZIERSKI, DATED FEBRUARY 28, 2007 AND RECORDED MARCH 1, 2007, IN BOOK 3225 AT PAGE 1629, IN THE OFFICE OF THE REGISTER OF DEEDS FOR HORRY COUNTY, SOUTH CAROLINA.

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CURRENT ADDRESS OF PROPERTY: 34 Pine Valley Lane, Surfside Beach, SC 29575

TMS: 191-20-04-010

AND IT IS SO ORDERED.


The Honorable Cynthia Graham Howe
Master in Equity for Horry County

Date: September 21, 2015
Conway, South Carolina

FORM 4

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

JUDGMENT IN A CIVIL CASE

CASE NO. 2010-CP-26-11806

Ventures Trust 2013-I-H-R by MCM Capital Partners, LLC, its trustee

Nancy Hardwick; Bank of America, N.A.; Caropines Community Association

PLAINTIFF(S)

DEFENDANT(S)

Submitted by: Brock & Scott, PLLC
Westpark Center
3800 Fernandina Road Suite 110
Columbia, SC 29210

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.
- 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 if any amount should be enrolled. If there is no judgment information, indicate "N/A" in one of the boxes below.		
Judgment in Favor of (List name(s) below)	Judgment Against (List name(s) below)	Judgment Amount To be Enrolled (List amount(s) below)
		N/A
If applicable, describe the property, including tax map information and address, referenced in the order: ALL AND SINGULAR, that certain piece, parcel, or lot of land, together with improvements thereon, situate, lying and being in Socastee Township, Horry County, South Carolina, being shown and designated as Lot 8, Block G, Caropines Trace, as shown on a plat prepared for Ruhama M. Barber and Jerald L. Barker, Sr., by Culler Land Surveying Company, Inc., dated December 15, 1994, recorded December 27, 1994, in Plat Book 131, at Page 559, Horry County Records, said plat being incorporated by reference herein as part of this description. The conveyance of the aforesaid real property shall be SUBJECT to all Easements, Reservations, Rights of Way, Restrictions, Encroachments, and Covenants of record which may affect the above-described property, and to all governmental statutes, ordinances, rules and regulations. THIS BEING the same property conveyed to Nancy Hardwick by virtue of a Deed from Terry Jezierski and Phillip Jezierski, dated February 28, 2007 and recorded March 1, 2007, in Book 3225 at Page 1629, in the Office of the Register of Deeds for Horry County, South Carolina.		

[Empty box]

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

[Handwritten Signature]
Circuit Court Judge
[Handwritten Signature]

3013
Judge Code

9/21/15
Date

For Clerk of Court Office Use Only

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

Nancy Hardwick; Bank of America, N.A.; Caropines
Community Association
ATTORNEY(S) FOR THE DEFENDANT(S)

ATTORNEY(S) FOR THE PLAINTIFF(S)

CLERK OF COURT

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.

[Multiple horizontal lines for additional information]

COPY

NOTICE OF SALE

NOTICE OF SALE CIVIL ACTION NO. 2010-CP-26-11806 BY VIRTUE of the decree heretofore granted in the case of: Ventures Trust 2013-I-H-R by MCM Capital Partners, LLC, its trustee vs. Nancy Hardwick; Bank of America, N.A.; Caropines Community Association, the undersigned Master in Equity for Horry County, South Carolina, will sell on ~~December 2~~ ^{December 2}, 2015 at 11:00AM, at the Horry County Courthouse, City of Conway, State of South Carolina, to the highest bidder:

ALL AND SINGULAR, THAT CERTAIN PIECE, PARCEL, OR LOT OF LAND, TOGETHER WITH IMPROVEMENTS THEREON, SITUATE, LYING AND BEING IN SOCASTEE TOWNSHIP, HORRY COUNTY, SOUTH CAROLINA, BEING SHOWN AND DESIGNATED AS LOT 8, BLOCK G, CAROPINES TRACE, AS SHOWN ON A PLAT PREPARED FOR RUHAMA M. BARBER AND JERALD L. BARKER, SR., BY CULLER LAND SURVEYING COMPANY, INC., DATED DECEMBER 15, 1994, RECORDED DECEMBER 27, 1994, IN PLAT BOOK 131, AT PAGE 559, HORRY COUNTY RECORDS, SAID PLAT BEING INCORPORATED BY REFERENCE HEREIN AS PART OF THIS DESCRIPTION. THE CONVEYANCE OF THE AFORESAID REAL PROPERTY SHALL BE SUBJECT TO ALL EASEMENTS, RESERVATIONS, RIGHTS OF WAY, RESTRICTIONS, ENCROACHMENTS, AND COVENANTS OF RECORD WHICH MAY AFFECT THE ABOVE-DESCRIBED PROPERTY, AND TO ALL GOVERNMENTAL STATUTES, ORDINANCES, RULES AND REGULATIONS. THIS BEING THE SAME PROPERTY CONVEYED TO NANCY HARDWICK BY VIRTUE OF A DEED FROM TERRY JEZIERSKI AND PHILLIP JEZIERSKI, DATED FEBRUARY 28, 2007 AND RECORDED MARCH 1, 2007, IN BOOK 3225 AT PAGE 1629, IN THE OFFICE OF THE REGISTER OF DEEDS FOR HORRY COUNTY, SOUTH CAROLINA.

CURRENT ADDRESS OF PROPERTY: 34 Pine Valley Lane, Surfside Beach, SC 29575
TMS: 191-20-04-010

TERMS OF SALE: The successful bidder, other than the Plaintiff, will deposit with the Master in Equity, at conclusion of the bidding, five percent (5%) of his bid, in cash or equivalent, as evidence of good faith, same to be applied to the purchase price in case of compliance, but to be forfeited and applied first to costs and then to the Plaintiff's debt in the case of non-compliance. Should the last and highest bidder fail to comply with the other terms of the bid within thirty (30) days, then the Master in Equity may re-sell the property on the same terms and conditions on some subsequent Sales Day (at the risk of the said highest bidder). No personal or deficiency judgment being demanded, the bidding shall not remain open after the date of sale and shall be final on that date, and compliance with the bid may be made immediately. Purchaser to pay for documentary stamps on the Deed. The successful bidder will be required to pay interest on the amount of the balance of the bid from date of sale to date of compliance with the bid at the rate of 6% per annum. The sale shall be subject to taxes and assessments, existing easements and restrictions, easements and restrictions of record and any other senior encumbrances.

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 terms and conditions as set forth in the Judgment of Foreclosure and Sale or such terms as may be set forth in a supplemental order.

Cynthia Graham Howe
The Honorable Cynthia Graham Howe
Master in Equity for Horry County

Brock & Scott, PLLC
3800 Fernandina Road, Suite 110
Columbia, SC 29210
Attorneys for Plaintiff

File reference: 14-21906

