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ORIGINAL

THE STATE OF SOUTH CAROLINA  
In The Court of Appeals

**RECEIVED**  
MAY 22 2015  
SC Court of Appeals

APPEAL FROM RICHLAND COUNTY  
Court of Common Pleas

Joseph M. Strickland, Circuit Court Judge

HSBC Mortgage Services, Inc., Respondent,

v.

Alice Lucas a/k/a Alice Marie Felder-Lucas; Dwight Lucas; Mortgage Electronic  
Registration Systems, Inc. (MIN # 100176105012597608); Mortgage Electronic  
Registration Systems, Inc. (MIN # 1002033-0000024059-5); Windsor Lake Park  
Homeowners Association, Inc.; Defendants,

Of Whom Alice Lucas and Dwight Lucas are the Appellants

Appellate Case No. 2014-000747

APPENDIX TO RECORD ON APPEAL

Alice Lucas/Dwight Lucas  
7916 Bay Springs Road  
Columbia SC 29223  
APPELLANTS

Rebecca K. Lindahl, Esq.  
Katten Muchin Rosenman LLP  
550 South Tryon Street, Suite 2900  
Charlotte, North Carolina 28202  
(704) 344-3141

Richard L. Farley, Esq.  
Katten Muchin Rosenman LLP  
550 South Tryon Street, Suite 2900  
Charlotte, North Carolina 28202  
(704) 444-2037

Attorneys for Respondent

## INDEX OF APPENDIX TO RECORD ON APPEAL

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STATE OF SOUTH CAROLINA

COUNTY OF RICHLAND

HSBC Mortgage Services Inc.,

Plaintiff,

v.

Alice Lucas a/k/a Alice Marie Felder-Lucas;  
Dwight Lucas; Mortgage Electronic Registration  
Systems, Inc. (MIN #100176105012597608);  
Mortgage Electronic Registration Systems, Inc.  
(MIN #1002033-0000024059-5); Windsor Lake  
Park Homeowners Association, Inc.;

Defendant(s).

(016426-00231)

IN THE COURT OF COMMON PLEAS

DOCKET NO. 10-CP-40-0657

SUPPLEMENTAL ORDER POST JUDGMENT  
Deficiency Judgment Waived

2014 MAR 18 PM 1:14  
FILED  
CLERK OF COURT  
C.C.P. S.C.S.

Samuel C. Waters  
Attorney for the Plaintiff

Pursuant to Rule 53 of the South Carolina Rules of Civil Procedure, the above-entitled matter was referred to me with finality to enter a final judgment in the case. On May 21, 2010, a Judgment of Foreclosure and Sale was issued. Thereafter, a Supplemental Order was filed August 17, 2010; a Second Supplemental Order was filed October 27, 2010 and a Third Supplemental Order was filed December 1, 2011. Prior to the scheduled sales date, the case was delayed. The Plaintiff wishes to proceed with the foreclosure and sale and the purpose of this order is to supplement the previous Judgment of Foreclosure and Sale to reflect the current amount due.

The Plaintiff was previously awarded a reasonable attorney fee of \$3,115.00. This award was based upon the completion of this matter within a reasonable time and did not include exceptional circumstances delaying conclusion beyond the normal time. Based on the legal work performed during the delay, I find that an additional \$350.00 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. Plaintiff has advanced \$1,470.00 to its counsel as partial payment of the attorney fee.

Pursuant to the South Carolina Supreme Court Administrative Order 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).

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

THEREFORE, upon motion of the Plaintiff's counsel and for good cause indicated;

IT IS HEREBY ORDERED that the previous judgment debt be amended as follows:

1. The amount due and owing on the note from the previous judgment was as follows:

- (a) Principal due..... \$146,854.15
- (b) Interest from February 1, 2009 through  
October 13, 2011 at 10% per annum..... \$38,052.57
- (c) Allowable Advances (Escrow Advances, Corporate Charges, including  
paid attorney's fee, costs, and Other Charges) ..... \$9,913.78
- (d) Costs of collection prior to  
hearing (service, filing, etc.)..... \$25.00
- (f) Attorney's Fees (awarded but unpaid)..... \$3,115.00

PREVIOUS TOTAL DEBT..... \$197,960.50

2. Amended judgment debt is as follows:

- (a) Principal now due..... \$146,236.70
- (b) Interest from July 1, 2009 through  
September 1, 2009 at 8.625% per annum..... \$2,102.16
- Interest from September 1, 2009 through  
February 13, 2014 at 8.5% per annum..... \$55,313.86
- Interest from February 13, 2014 through  
March 13, 2014 at 8.5% per annum..... \$966.84
- Uncollected Interest..... \$4,563.30
- (c) Allowable Advances (Escrow Advances, Corporate Charges including attorney's  
fees, costs, and other charges previously paid) ..... \$5,625.49
- (d) Additional Costs of collection since previous  
hearing..... \$25.00

(f) Attorney's Fee (awarded but unpaid) ..... \$1,995.00

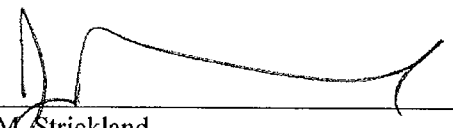
NEW TOTAL DEBT now secured by Note and Mortgage

including interest to date shown ..... \$216,828.35

The new total debt shall accrue interest hereafter at the rate of 8.5% per annum.

3. The mortgaged property shall be sold under the terms of the original Judgment of Foreclosure and Sale.

AND IT IS SO ORDERED.

  
\_\_\_\_\_  
Joseph M. Strickland  
Master in Equity for Richland County

Columbia, South Carolina

March 17, 2014

STATE OF SOUTH CAROLINA

COUNTY OF RICHLAND

HSBC Mortgage Services Inc.,

Plaintiff,

v.

Alice Lucas a/k/a Alice Marie Felder-Lucas;  
Dwight Lucas; Mortgage Electronic Registration  
Systems, Inc. (MIN #100176105012597608);  
Mortgage Electronic Registration Systems, Inc.  
(MIN #1002033-0000024059-5); Windsor Lake  
Park Homeowners Association, Inc.;

Defendant(s).

(010062-02044)

Samuel C. Waters  
Attorney for the Plaintiff

IN THE COURT OF COMMON PLEAS

DOCKET NO. 10-CP-40-0657

THIRD SUPPLEMENTAL ORDER POST  
JUDGMENT

Deficiency Judgment Waived

JEANE L. W. McBRIDE  
C.C.P. & G.S.

2011 DEC - 1 PM 12: 06

RICHLAND COUNTY  
FILED

Pursuant to Rule 53 of the South Carolina Rules of Civil Procedure, the above-entitled matter was referred to me with finality to enter a final judgment in the case. On October 27, 2010, a Judgment of Foreclosure and Sale was issued. Prior to the scheduled sales date, the case was delayed. The Plaintiff wishes to proceed with the foreclosure and sale and the purpose of this order is to supplement the previous Judgment of Foreclosure and Sale to reflect the amount of payments, if any, made, during the delay.

THEREFORE, upon motion of the Plaintiff's counsel and for good cause indicated;

IT IS HEREBY ORDERED that the previous judgment debt be amended as follows:

1. The amount due and owing on the note from the previous judgment was as follows:
  - (a) Principal due ..... \$146,854.15
  - (b) Interest from February 1, 2009 through  
November 15, 2010 at 10% per annum..... \$26,964.52
  - (c) Allowable Advances (Escrow Advances, Corporate Charges, including paid attorney's  
fee, costs, and Other Charges) ..... \$6,640.47
  - (d) Costs of collection prior to  
hearing (service, filing, etc.) ..... \$620.00

(e) Attorney's Fees (awarded but unpaid)..... \$3,520.00

PREVIOUS TOTAL DEBT..... \$184,599.14

2. Amended judgment debt is as follows:

(a) Principal now due..... \$146,854.15

(b) Interest from February 1, 2009 through  
October 13, 2011 at 10% per annum ..... \$38,052.57

(c) Allowable Advances (Escrow Advances, Corporate Charges including attorney's  
fees, costs, and other charges previously paid)..... \$9,913.78

(d) Additional Costs of collection since previous  
hearing..... \$25.00

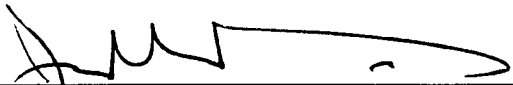
(e) Attorney's Fee (awarded but unpaid)..... \$3,115.00

NEW TOTAL DEBT now secured by Note and Mortgage  
including interest to date shown..... \$197,960.50

The new total debt shall accrue interest hereafter at the rate of 10% per annum.

3. The mortgaged property shall be sold under the terms of the original Judgment of  
Foreclosure and Sale.

AND IT IS SO ORDERED.

  
\_\_\_\_\_  
Joseph M. Strickland  
Master in Equity for Richland County

Columbia, South Carolina

Nov. 21, 2011

# Richland County Common Pleas

Clerk : Jeanette W. McBride  
Richland County Judicial Center  
Columbia, SC 29201  
(803) 576-1999

Received From: Waters, Samuel C  
Rogers Townsend & Thomas, P C  
Columbia, SC 29202-3200

Date : 11/23/2011  
RECEIPT # 132959  
Clerk: COCMETTS

Paying for: HSBC Mortgage Services Inc,

Transaction Type: Payment

Payment Type: Check \$25.00

Reference # 233066

Comment:

Total Paid \$25.00

| <u>Case #</u> | <u>Caption</u>                                                  | <u>Previous Balance</u> | <u>Amount Paid</u> | <u>Balance Due</u> |
|---------------|-----------------------------------------------------------------|-------------------------|--------------------|--------------------|
| 2010CP4000657 | HSBC Mortgage Services Inc vs Alice Lucas ,<br>defendant, et al | \$25.00                 | \$25.00            | \$0.00             |

Total Cases: 1

\$25.00

\$25.00

\$0.00

STATE OF SOUTH CAROLINA

COUNTY OF RICHLAND

HSBC Mortgage Services Inc.,

Plaintiff,

v.

Alice Lucas a/k/a Alice Marie Felder-Lucas;  
Dwight Lucas; Mortgage Electronic Registration  
Systems, Inc. (MIN #100176105012597608);  
Mortgage Electronic Registration Systems, Inc.  
(MIN #1002033-0000024059-5); Windsor Lake  
Park Homeowners Association, Inc.;

Defendant(s).

(010062-02044)

Robert P. Davis  
Attorney for the Plaintiff

IN THE COURT OF COMMON PLEAS

DOCKET NO. 10-CP-40-0657

SECOND SUPPLEMENTAL ORDER POST  
JUDGMENT

Deficiency Judgment Waived

RICHLAND COUNTY  
FILED  
2010 OCT 27 AM 10:08  
JEANETTE A. HARRIS  
C.C.P. & G.S.

Pursuant to Rule 53 of the South Carolina Rules of Civil Procedure, the above-entitled matter was referred to me with finality to enter a final judgment in the case. On May 21, 2010, a Judgment of Foreclosure and Sale was issued. Prior to the scheduled sales date, the case was delayed. The Plaintiff now wishes to proceed with the foreclosure and sale and the purpose of this Order is to supplement the previous Judgment of Foreclosure and Sale to reflect the amount of payments, if any, made during the delay.

THEREFORE, upon motion of the Plaintiff's counsel and for good cause indicated;

IT IS HEREBY ORDERED that the previous judgment debt be amended as follows:

1. The amount due and owing on the note from the previous judgment was as follows:
  - (a) Principal due ..... \$146,854.15
  - (b) Interest from February 1, 2009 through  
August 15, 2010 at 10% per annum ..... \$23,899.71
  - (c) Advances (Escrow Advances, Corporate Charges,  
and Other Charges) ..... \$6,615.00
  - (d) Late Charges ..... \$829.74
  - (e) Costs of collection prior to

hearing (service, filing, etc.) ..... \$25.00  
(f) Attorney's Fees (awarded herein, but unpaid)..... \$3,520.00

PREVIOUS TOTAL DEBT ..... \$181,743.60

2. Amended judgment debt is as follows:

(a) Principal now due..... \$146,854.15

(b) Interest from February 1, 2009 through  
November 15, 2010 at 10% per annum ..... \$26,964.52

(c) Advances (Escrow Advances, Corporate Charges including attorney  
fees, costs, and other charges previously paid) ..... \$6,640.47

(d) Late Charges ..... \$0.00

(e) Additional Costs of collection since previous  
hearing..... \$620.00

(f) Attorney's Fees (awarded herein, but unpaid)..... \$3,520.00

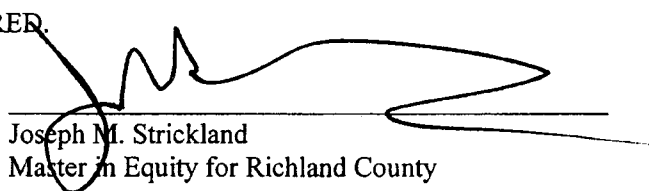
NEW TOTAL DEBT now secured by Note and Mortgage  
including interest to date shown..... \$184,599.14

The new total debt shall accrue interest hereafter at the rate of 10% per annum.

3. Pursuant to an Administrative Order of the South Carolina Supreme Court dated May 22, 2009, the Plaintiff has 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), and therefore Plaintiff has fully complied with said Order, and the foreclosure may proceed. Also Plaintiff called attention that pursuant to Administrative Order of the South Carolina Supreme Court dated May 22, 2009, Plaintiff's attorney has not received a counter affidavit from the Defendant(s).

4. The mortgaged property shall be sold under the terms of the original Judgment of Foreclosure and Sale.

AND IT IS SO ORDERED.

  
\_\_\_\_\_  
Joseph M. Strickland  
Master in Equity for Richland County

Columbia, South Carolina

Oct 25 2010

STATE OF SOUTH CAROLINA

COUNTY OF RICHLAND

HSBC Mortgage Services Inc.,

Plaintiff,

v.

Alice Lucas a/k/a Alice Marie Felder-Lucas;  
Dwight Lucas; Mortgage Electronic Registration  
Systems, Inc. (MIN #100176105012597608);  
Mortgage Electronic Registration Systems, Inc.  
(MIN #1002033-0000024059-5); Windsor Lake  
Park Homeowners Association, Inc.;

Defendant(s).

(010062-02044)

IN THE COURT OF COMMON PLEAS

DOCKET NO. 10-CP-40-0657

AFFIDAVIT IN SUPPORT OF SECOND  
SUPPLEMENTAL JUDGMENT  
Deficiency Judgment Waived

RICHLAND COUNTY  
FILED  
2010 OCT 27 AM 10:08  
JEANETTE M. McBRIDE  
C.C.P. & G.S.

Personally appeared, the undersigned, who being duly sworn, deposes and says:

I am one of the attorneys for the Plaintiff in the above captioned action. On May 21, 2010, a Judgment of Foreclosure and Sale was issued. Prior to the scheduled sales date, the case was delayed. The Plaintiff now wishes to proceed with the foreclosure and sale and the purpose of this Order is to supplement the previous Judgment of Foreclosure and Sale to reflect the amount of payments, if any, made during the delay.

According to the Plaintiff's accounting, the following principal, interest and escrow/corporate advances which are secured by the mortgage being foreclosed, have been incurred to the date of hearing shown herein below (see also attached, as Exhibit "A", the itemized debt printout from the Plaintiff):

1. Amended judgment debt is as follows:
  - (a) Principal now due..... \$146,854.15
  - (b) Interest from February 1, 2009 through  
November 15, 2010 at 10% per annum ..... \$26,964.52
  - (c) Advances (Escrow Advances, Corporate Charges including attorney  
fees, costs, and other charges previously paid)..... \$6,640.47
  - (d) Allowable Late Charges..... \$0.00
  - (e) Additional Costs of collection since previous  
hearing..... \$620.00

(f) Attorney's Fees (awarded herein, but unpaid)..... \$3,520.00

NEW TOTAL DEBT now secured by Note and Mortgage  
including interest to date shown..... \$184,599.14

The new total debt shall accrue interest hereafter at the rate of 10% per annum.

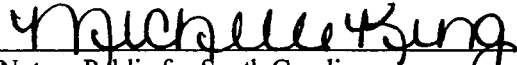
2. Pursuant to an Administrative Order of the South Carolina Supreme Court dated May 22, 2009, the Plaintiff has set forth its belief in its Complaint or by Affidavit, which is already of record in this case, that the mortgage loan which is the subject of this foreclosure action is not eligible for modification pursuant to the terms of the Home Affordable Modification Program (HMP), and therefore Plaintiff has fully complied with said Order, and the foreclosure may proceed. Also Plaintiff called attention that pursuant to Administrative Order of the South Carolina Supreme Court dated May 22, 2009, Plaintiff's attorney has not received a counter affidavit from the Defendant(s).

  
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) Mary R. Powers (SC Bar #16534)  
Robert P. Davis (SC Bar # 74030) Shawn R. Willis (SC Bar # 71155)  
William S. Koehler (SC Bar # 74935) Kevin T. Hardy (SC Bar #76015)  
Benjamin J. Powell (SC Bar #77205) John P. Fetner (SC Bar # 77460)  
Kelsey K. Brockbank (SC Bar # 77519)  
220 Executive Center Drive, Suite 109 Post Office Box 100200 (29202)  
Columbia, SC 29210 (803) 744-4444

Columbia, South Carolina

Sworn to before me this 18 day of October, 2010.

 (L.S.)  
Notary Public for South Carolina  
My Commission Expires: 3/20/2010

Production  
**HSBC** 

HSBC MORTGAGE SERVICES  
 INC

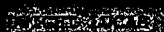
Account 

Alerts

|                                 |                      |
|---------------------------------|----------------------|
| PERMANENT<br>COLLECTION<br>NOTE | DEBTOR<br>BANKRUPTCY |
| LOAN<br>DELINQUENT > 30<br>DAYS |                      |
| PARTIAL<br>CHARGE OFF           | ARMED & DANGEROUS    |

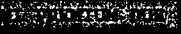
EQUITY REVIEW PAYOFF

008 10-11-2010 3:00:00 (NET P33P033)





Message: 

Command: 

|                                                                                     |                                                                                     |                                                                                     |                                                                                     |                                                                                     |                                                                                     |                                                                                     |                                                                                     |                                                                                     |                                                                                     |                                                                                     |                                                                                      |                                                                                       |                                                                                       |                                                                                       |                                                                                       |                                                                                       |                                                                                       |                                                                                       |                                                                                       |                                                                                       |
|-------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------|
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**FORM 4****JUDGMENT IN A CIVIL CASE**

STATE OF SOUTH CAROLINA  
COUNTY OF RICHLAND

IN THE COURT OF COMMON PLEAS

CASE NO. 10-CP-40-0657

HSBC Mortgage Services Inc.,  
PLAINTIFF(s)

vs

Alice Lucas a/k/a Alice Marie Felder-Lucas; Dwight Lucas;  
Mortgage Electronic Registration Systems, Inc. (MIN  
#100176105012597608); Mortgage Electronic Registration  
Systems, Inc. (MIN #1002033-0000024059-5); Windsor  
Lake Park Homeowners Association, Inc.; ,  
DEFENDANT(S)

**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:)** ☐ Rule12(b), SCRPC; ☐ Rule41(a), SCRPC (Vol. Nonsuit); ☐ Rule 43(k), SCRPC (Settled); ☐ Other - \_\_\_\_\_
- ☐ **ACTION STRICKEN (CHECK REASON:)** ☐ Rule40(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:

THE PROPERTY WHICH IS THE SUBJECT OF THIS ACTION SHALL BE SOLD AT PUBLIC SALE PURSUANT TO THE JUDGMENT OF FORECLOSURE AND SALE.

Dated at \_\_\_\_\_, South Carolina, this \_\_\_\_\_ day of \_\_\_\_\_, 2010

**PRESIDING JUDGE/MASTER/SPECIAL REFEREE**

This judgment was entered on the \_\_\_\_\_ day of \_\_\_\_\_, 2010, and a copy mailed first class this \_\_\_\_\_ day of \_\_\_\_\_, 2010 to attorneys of record or parties (when appearing pro se) as follows:

\_\_\_\_\_  
Clerk or Officer of the Court

Samuel C. Waters (SC Bar #5958)  
Rogers Townsend & Thomas, PC  
P. O. Box 100200  
Columbia, SC 29202-3400  
ATTORNEY FOR THE PLAINTIFF(s)

Alice Lucas a/k/a Alice Marie Felder-Lucas  
7916 Bay Springs Road  
Columbia, SC 29223

Dwight Lucas  
7916 Bay Springs Road  
Columbia, SC 29223

Mortgage Electronic Registration Systems, Inc. (MIN  
#100176105012597608)  
3300 SW 34th Avenue, Suite 101  
Ocala, FL 34474

Mortgage Electronic Registration Systems, Inc. (MIN  
#1002033-0000024059-5)  
3300 SW 34th Avenue, Suite 101  
Ocala, FL 34474

Windsor Lake Park Homeowners Association, Inc.  
7817 Castleton Lane  
Columbia, SC 29223

Occupant  
7916 Bay Springs Rd  
Columbia, SC 29223

STATE OF SOUTH CAROLINA

COUNTY OF RICHLAND

HSBC Mortgage Services Inc.,

Plaintiff,

v.

Alice Lucas a/k/a Alice Marie Felder-Lucas;  
Dwight Lucas; Mortgage Electronic Registration  
Systems, Inc. (MIN #100176105012597608);  
Mortgage Electronic Registration Systems, Inc.  
(MIN #1002033-0000024059-5); Windsor Lake  
Park Homeowners Association, Inc.;

Defendant(s).

(010062-02044)

IN THE COURT OF COMMON PLEAS

DOCKET NO. 10-CP-40-0657

CERTIFICATE OF MAILING  
Deficiency Judgment Waived

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

2010 OCT 27 AM 10:08

RICHLAND COUNTY  
FILED

I, Michelle S. King, an employee of the law offices of Rogers Townsend and Thomas, PC, attorneys for Plaintiff, do hereby certify that I have served a copy of the Supplemental Order Post Judgment, which is attached hereto and incorporated herein by reference, dated October 14, 2010 and in connection with the above-referenced case, by mailing a copy of the same by United States mail, postage prepaid, to the below-listed parties in separate envelopes, at each of their respective addresses shown thereon, this 9 day of October, 2010.

**Persons Served:**

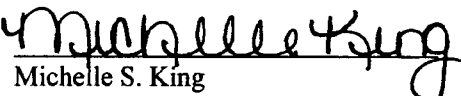
Alice Lucas a/k/a Alice Marie Felder-Lucas  
7916 Bay Springs Road  
Columbia, SC 29223

Dwight Lucas  
7916 Bay Springs Road  
Columbia, SC 29223

Mortgage Electronic Registration Systems, Inc. (MIN #100176105012597608)  
3300 Sw 34Th Avenue, Suite 101  
Ocala, FL 34474

Mortgage Electronic Registration Systems, Inc. (MIN #1002033-0000024059-5)  
3300 Sw 34Th Avenue, Suite 101  
Ocala, FL 34474

Windsor Lake Park Homeowners Association, Inc.  
7817 Castleton Lane  
Columbia, SC 29223

  
Michelle S. King

**ENTERED**

SEP 30 2010

D.L.L.

UNITED STATES BANKRUPTCY COURT  
FOR THE DISTRICT OF SOUTH CAROLINA

**FILED**  
at \_\_\_\_\_ O'clock & \_\_\_\_\_ min. \_\_\_\_\_ M

SEP 30 2010

United States Bankruptcy Court  
Columbia, South Carolina (10-06407-jw)

IN RE:

C/A No. 10-06407-jw

Dwight Lucas,

Debtor(s).

**ORDER**

Chapter 13

It appears that, pursuant to 11 U.S.C. §521(a), debtor(s) was/were required to file certain documents within a specified time period. It further appears that these documents have not been timely filed. Therefore, pursuant to SC LBR 1017-2, **IT IS ORDERED THAT:**

- (1) This case is dismissed;
- (2) The clerk shall close the case;
- (3) Any fees due to the Clerk of Court pursuant to 28 USC §1930 and the appendix thereto, shall be paid within ten (10) days of the entry of this order, unless otherwise ordered by the court.

  
UNITED STATES BANKRUPTCY JUDGE

I SO MOVE:

  
William K. Stephenson, Jr.  
Chapter 13 Trustee

Columbia, South Carolina  
September 30, 2010.

1 STATE OF SOUTH CAROLINA

2  
3 COUNTY OF RICHLAND

4  
5 HSBC Mortgage Services Inc.,

6 Plaintiff,

7  
8 v.

9  
10 Alice Lucas a/k/a Alice Marie Felder-Lucas;  
11 Dwight Lucas; Mortgage Electronic Registration  
12 Systems, Inc. (MIN #100176105012597608);  
13 Mortgage Electronic Registration Systems, Inc.  
14 (MIN #1002033-0000024059-5); Windsor Lake  
15 Park Homeowners Association, Inc.;

16 Defendant(s).

17  
18  
19 (010062-02044)

20  
21 Robert P. Davis  
22 Attorney for the Plaintiff

23  
24  
25 Pursuant to Rule 53 of the South Carolina Rules of Civil Procedure, the above-entitled matter was  
26 referred to me with finality to enter a final judgment in the case. On May 21, 2010, a Judgment of  
27 Foreclosure and Sale was issued. Prior to the scheduled sales date, the Defendant(s), Dwight Lucas filed  
28 for relief under Chapter 13, U. S. Bankruptcy Code on May 28, 2010. Subsequent to such filing, the  
29 bankruptcy was dismissed on July 8, 2010. In order to supplement this Court's previous Judgment of  
30 Foreclosure and Sale and to reflect the effect of the Defendants' Chapter 13 filing, a supplemental order  
31 was presented to the Court.

32 THEREFORE, upon motion of the Plaintiff's counsel and for good cause indicated;

33 IT IS HEREBY ORDERED that the previous judgment debt be amended as follows:

34 1. The amount due and owing on the note from the previous judgment was as follows:

35 (a) Principal due ..... \$146,854.15

36 (b) Interest from February 1, 2009 through  
37 April 15, 2010 at 10% per annum ..... \$19,798.92

38  
39 (c) Advances (Escrow Advances, Corporate Charges,  
40 and Other Charges) ..... \$3,519.97

41  
42 (d) Late Charges ..... \$829.74  
43

IN THE COURT OF COMMON PLEAS

DOCKET NO. 10-CP-40-0657

SUPPLEMENTAL ORDER POST JUDGMENT

Deficiency Judgment Waived

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

2010 AUG 17 AM 11:45

RICHLAND COUNTY  
FILED

(e) Costs of collection prior to hearing (service, filing, etc.) ..... \$975.00  
(f) Title Abstract Search Fee ..... \$425.00  
(g) Attorney's Fees ..... \$4,500.00  
PREVIOUS TOTAL DEBT ..... \$176,902.78

2. Amended judgment debt is as follows:

(a) Principal now due ..... \$146,854.15  
(b) Interest from February 1, 2009 through August 15, 2010 at 10% per annum ..... \$23,899.71  
(c) Advances (Escrow Advances, Corporate Charges including attorney fees, costs, and other charges previously paid) ..... \$6,615.00  
(d) Late Charges ..... \$829.74  
(e) Additional Costs of collection since previous hearing ..... \$25.00  
(f) Attorney's Fees ..... \$3,520.00

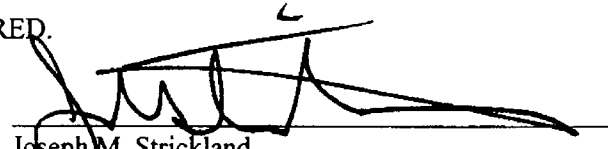
NEW TOTAL DEBT now secured by Note and Mortgage including interest to date shown ..... \$181,743.60

The new total debt shall accrue interest hereafter at the rate of 10% per annum.

3. Pursuant to an Administrative Order of the South Carolina Supreme Court dated May 22, 2009, the Plaintiff has 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), and therefore Plaintiff has fully complied with said Order, and the foreclosure may proceed. Also Plaintiff called attention that pursuant to Administrative Order of the South Carolina Supreme Court dated May 22, 2009, Plaintiff's attorney has not received a counter affidavit from the Defendant(s).

4. The mortgaged property shall be sold under the terms of the original Judgment of Foreclosure and Sale.

AND IT IS SO ORDERED.

  
Joseph M. Strickland  
Master in Equity for Richland County

Columbia, South Carolina  
Aug. 16, 2010

STATE OF SOUTH CAROLINA

COUNTY OF RICHLAND

HSBC Mortgage Services Inc.,

Plaintiff,

v.

Alice Lucas a/k/a Alice Marie Felder-Lucas;  
Dwight Lucas; Mortgage Electronic Registration  
Systems, Inc. (MIN #100176105012597608);  
Mortgage Electronic Registration Systems, Inc.  
(MIN #1002033-0000024059-5); Windsor Lake  
Park Homeowners Association, Inc.;

Defendant(s).

IN THE COURT OF COMMON PLEAS

DOCKET NO. 10-CP-40-0657

AFFIDAVIT IN SUPPORT OF  
SUPPLEMENTAL JUDGMENT  
Deficiency Judgment Waiver

JEANETTE W. MCBRIDE  
J.P. & G.S.

2010 AUG 17 AM 11:45

RICHLAND COUNTY  
FILED

(010062-02044)

Personally appeared, the undersigned, who being duly sworn, deposes and says:

I am one of the attorneys for the Plaintiff in the above captioned action. On May 21, 2010, a Judgment of Foreclosure and Sale was issued. Prior to the scheduled sales date, the Defendant(s), Dwight Lucas filed for relief under Chapter 13, U. S. Bankruptcy Code on May 28, 2010. Subsequent to such filing, the bankruptcy was dismissed on July 8, 2010. In order to supplement this Court's previous Judgment of Foreclosure and Sale and to reflect the effect of the Defendants' Chapter 13 filing, a supplemental order was presented to the Court.

The following principal, interest and escrow/corporate advances which are secured by the mortgage being foreclosed, have been incurred to the date of hearing shown herein below (see also attached, as Exhibit "A", the itemized debt printout from the Plaintiff):

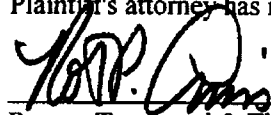
1. Amended judgment debt is as follows:
  - (a) Principal now due..... \$146,854.15
  - (b) Interest from February 1, 2009 through  
August 15, 2010 at 10% per annum ..... \$23,899.71
  - (c) Advances (Escrow Advances, Corporate Charges including attorney  
fees, costs, and other charges previously paid) ..... \$6,615.00
  - (d) Allowable Late Charges ..... \$829.74
  - (e) Additional Costs of collection since previous  
hearing ..... \$25.00

(f) Attorney's Fees..... \$3,520.00

NEW TOTAL DEBT now secured by Note and Mortgage  
including interest to date shown..... \$181,743.60

The new total debt shall accrue interest hereafter at the rate of 10% per annum.

2. Pursuant to an Administrative Order of the South Carolina Supreme Court dated May 22, 2009, the Plaintiff has 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), and therefore Plaintiff has fully complied with said Order, and the foreclosure may proceed. Also Plaintiff called attention that pursuant to Administrative Order of the South Carolina Supreme Court dated May 22, 2009, Plaintiff's attorney has not received a counter affidavit from the Defendant(s).



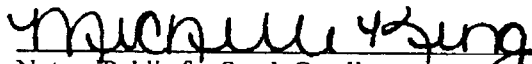
Rogers Townsend & Thomas, PC

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) Mary R. Powers (SC Bar #16534)  
Robert P. Davis (SC Bar # 74030) Shawn R. Willis (SC Bar # 71155)  
William S. Koehler (SC Bar # 74935) Kevin T. Hardy (SC Bar #76015)  
Benjamin J. Powell (SC Bar #77205) John P. Fetner (SC Bar # 77460)  
Kelsey K. Brockbank (SC Bar # 77519)  
220 Executive Center Drive, Suite 109 Post Office Box 100200 (29202)  
Columbia, SC 29210 (803) 744-4444

Columbia, South Carolina

Sworn to before me this 5 day of August, 2010.

 (L.S.)  
Notary Public for South Carolina  
My Commission Expires: 3/26/2020

# Production HSBC

Expand main pane window size

HSBC MORTGAGE SERVICES  
INC

Account

Alerts:

Refresh Alerts

ACTIVE CIT

PERMANENT  
COLLECTION  
NOTE

PRIOR  
BANKRUPTCY

LOAN  
DELINQUENT >30  
DAYS

PARTIAL  
CHARGE OFF

EC CREDIT

ARM LOAN

## EQUITY REVIEW/PAYOFF

08/15/2010 10:57:55 AM CT HSBCE001

10167427

DWIGHT LUCAS

08/15/10

23899.71

0.00

0.00

0.00

0.00

URM

5031.0

DRM

0.0

CHARGE ADVANCES (Non-DRM)

1584.43

MI PREMIUM DUE

0.0

ESCOM

0.00

ESCOM

0.0

177369.33

Message:

OK

Command:

Search

Print

Format

Help

Return

Refresh

Print

More Up

More Down

Refresh

Prev Tab

Next Tab

Cancel

Print

OK

Delay Codes

C/O Codes

Default Len

CIT 800

**FILED**

at ..... o'clock & ..... min. .... M

UNITED STATES BANKRUPTCY COURT

JUL 08 2010

FOR THE DISTRICT OF SOUTH CAROLINA

United States Bankruptcy Court  
Columbia, South Carolina (21)

IN RE:

C/A No. 10-03829-jw

Dwight Lucas,

**ORDER**

Debtor(s).

Chapter 13

It appears that, pursuant to 11 U.S.C. §521(a), debtor(s) was/were required to file certain documents within a specified time period. It further appears that these documents have not been timely filed. Therefore, pursuant to SC LBR 1017-2, **IT IS ORDERED THAT:**

- (1) This case is dismissed;
- (2) The clerk shall close the case;
- (3) Any fees due to the Clerk of Court pursuant to 28 USC §1930 and the appendix thereto, shall be paid within ten (10) days of the entry of this order, unless otherwise ordered by the court.

  
UNITED STATES BANKRUPTCY JUDGE

I SO MOVE:

  
/s/ William K. Stephenson, Jr.  
Chapter 13 Trustee

Columbia, South Carolina

7/8, 2010.

**ENTERED**

JUL -8 2010

C.H.B.

STATE OF SOUTH CAROLINA

COUNTY OF RICHLAND

HSBC Mortgage Services Inc.,

Plaintiff,

v.

Alice Lucas a/k/a Alice Marie Felder-Lucas;  
Dwight Lucas; Mortgage Electronic Registration  
Systems, Inc. (MIN #100176105012597608);  
Mortgage Electronic Registration Systems, Inc.  
(MIN #1002033-0000024059-5); Windsor Lake  
Park Homeowners Association, Inc.;

Defendant(s).

(010062-02044)

IN THE COURT OF COMMON PLEAS

DOCKET NO. 10-CP-40-0657

SCHEDULE OF ADVANCES  
Deficiency Judgment Waiver

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

2010 AUG 17 AM 11:45

RICHLAND COUNTY  
FILED

The following advances have been made by the Plaintiff on behalf of the  
Defendant(s)/Mortgagor(s):

|                                                                        |            |
|------------------------------------------------------------------------|------------|
| Credit.....                                                            | \$(59.46)  |
| Attorney Fees from Previous Foreclosure<br>and/or Bankruptcy.....      | \$860.00   |
| Costs and Expenses from Previous Foreclosure<br>and/or Bankruptcy..... | \$1,260.00 |
| Paid Attorney Fees for Current<br>Foreclosure.....                     | \$980.00   |
| Paid Costs and Expenses for Current<br>Foreclosure.....                | \$1,990.50 |
| Taxes.....                                                             | \$1,396.93 |

Inspections... \$87.50  
BPO... \$100.00  
TOTAL ..... \$6,615.47



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) Mary R. Powers (SC Bar #16534)  
Robert P. Davis (SC Bar # 74030) William S. Koehler (SC Bar# 74935)  
Shawn R. Willis (SC Bar # 71155) Kevin T. Hardy (SC Bar #76015)  
Benjamin J. Powell (SC Bar #77205) John P. Fetner (SC Bar # 77460)  
Kelsey K. Brockbank (SC Bar # 77519)  
220 Executive Center Drive, Suite 109 Post Office Box 100200 (29202)  
Columbia, SC 29210 (803) 744-4444

Columbia, South Carolina  
August 5, 2010

**FORM 4****JUDGMENT IN A CIVIL CASE**

STATE OF SOUTH CAROLINA  
COUNTY OF RICHLAND

IN THE COURT OF COMMON PLEAS

CASE NO. 10-CP-40-0657

HSBC Mortgage Services Inc.,  
PLAINTIFF(s)

vs

Alice Lucas a/k/a Alice Marie Felder-Lucas; Dwight Lucas;  
Mortgage Electronic Registration Systems, Inc. (MIN  
#100176105012597608); Mortgage Electronic Registration  
Systems, Inc. (MIN #1002033-0000024059-5); Windsor  
Lake Park Homeowners Association, Inc.; ,  
DEFENDANT(S)

**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:)** ☐ Rule12(b), SCRPC; ☐ Rule41(a), SCRPC (Vol. Nonsuit); ☐ Rule 43(k), SCRPC (Settled); ☐ Other - \_\_\_\_\_
- ☐ **ACTION STRICKEN (CHECK REASON:)** ☐ Rule40(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:

THE PROPERTY WHICH IS THE SUBJECT OF THIS ACTION SHALL BE SOLD AT PUBLIC SALE PURSUANT TO THE JUDGMENT OF FORECLOSURE AND SALE.

Dated at \_\_\_\_\_, South Carolina, this \_\_\_\_\_ day of \_\_\_\_\_, 2010

**PRESIDING JUDGE/MASTER/SPECIAL REFEREE**

This judgment was entered on the \_\_\_\_\_ day of \_\_\_\_\_, 2010, and a copy mailed first class this \_\_\_\_\_ day of \_\_\_\_\_, 2010 to attorneys of record or parties (when appearing pro se) as follows:

\_\_\_\_\_  
Clerk or Officer of the Court

Samuel C. Waters (SC Bar #5958)  
Rogers Townsend & Thomas, PC  
P. O. Box 100200  
Columbia, SC 29202-3400  
ATTORNEY FOR THE PLAINTIFF(s)

Alice Lucas a/k/a Alice Marie Felder-Lucas  
7916 Bay Springs Road  
Columbia, SC 29223

Dwight Lucas  
7916 Bay Springs Road  
Columbia, SC 29223

Mortgage Electronic Registration Systems, Inc. (MIN  
#100176105012597608)  
3300 SW 34th Avenue, Suite 101  
Ocala, FL 34474

Mortgage Electronic Registration Systems, Inc. (MIN  
#1002033-0000024059-5)  
3300 SW 34th Avenue, Suite 101  
Ocala, FL 34474

Windsor Lake Park Homeowners Association, Inc.  
7817 Castleton Lane  
Columbia, SC 29223

Occupant  
7916 Bay Springs Rd  
Columbia, SC 29223

STATE OF SOUTH CAROLINA

COUNTY OF RICHLAND

HSBC Mortgage Services Inc.,

Plaintiff,

v.

Alice Lucas a/k/a Alice Marie Felder-Lucas;  
Dwight Lucas; Mortgage Electronic Registration  
Systems, Inc. (MIN #100176105012597608);  
Mortgage Electronic Registration Systems, Inc.  
(MIN #1002033-0000024059-5); Windsor Lake  
Park Homeowners Association, Inc.;

Defendant(s).

(010062-02044)

IN THE COURT OF COMMON PLEAS

DOCKET NO. 10-CP-40-0657

CERTIFICATE OF MAILING  
Deficiency Judgment Waived

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

2010 AUG 17 AM 11:45

FILED

I, Michelle S. King, an employee of the law offices of Rogers Townsend and Thomas, PC, attorneys for Plaintiff, do hereby certify that I have served a copy of the Supplemental Order Post Judgment, which is attached hereto and incorporated herein by reference, dated August 3, 2010 and in connection with the above-referenced case, by mailing a copy of the same by United States mail, postage prepaid, to the below-listed parties in separate envelopes, at each of their respective addresses shown thereon, this 10 day of August, 2010.

**Persons Served:**

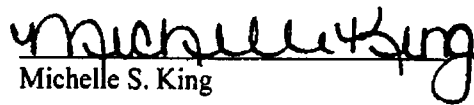
Alice Lucas a/k/a Alice Marie Felder-Lucas  
7916 Bay Springs Road  
Columbia, SC 29223

Dwight Lucas  
7916 Bay Springs Road  
Columbia, SC 29223

Mortgage Electronic Registration Systems, Inc. (MIN #100176105012597608)  
3300 Sw 34Th Avenue, Suite 101  
Ocala, FL 34474

Mortgage Electronic Registration Systems, Inc. (MIN #1002033-0000024059-5)  
3300 Sw 34Th Avenue, Suite 101  
Ocala, FL 34474

Windsor Lake Park Homeowners Association, Inc.  
7817 Castleton Lane  
Columbia, SC 29223

  
Michelle S. King

# Richland County Common Pleas

Clerk : Jeanette W. McBride  
Richland County Judicial Center  
Columbia, SC 29201  
(803) 576-1999

Received From: Waters, Samuel C  
Rogers Townsend & Thomas, P C  
Columbia, SC 29202-3200

Date : 8/17/2010  
RECEIPT # 108357  
Clerk: COCBORER

Paying for: HSBC Mortgage Services Inc,

Transaction Type: Payment

Reference # 145469

Payment Type: Check \$25.00

Comment:

Total Paid \$25.00

| <u>Case #</u> | <u>Caption</u>                                                  | <u>Previous Balance</u> | <u>Amount Paid</u> | <u>Balance Due</u> |
|---------------|-----------------------------------------------------------------|-------------------------|--------------------|--------------------|
| 2010CP4000657 | HSBC Mortgage Services Inc vs Alice Lucas ,<br>defendant, et al | \$25.00                 | \$25.00            | \$0.00             |

Total Cases: 1

\$25.00

\$25.00

\$0.00

STATE OF SOUTH CAROLINA

COUNTY OF RICHLAND

HSBC Mortgage Services Inc.,

Plaintiff,

v.

Alice Lucas a/k/a Alice Marie Felder-Lucas;  
Dwight Lucas; Mortgage Electronic Registration  
Systems, Inc. (MIN #100176105012597608);  
Mortgage Electronic Registration Systems, Inc.  
(MIN #1002033-0000024059-5); Windsor Lake  
Park Homeowners Association, Inc.;

Defendant(s).

(010062-02044)

IN THE COURT OF COMMON PLEAS

DOCKET NO. 10-CP-40-0657

JUDGMENT OF FORECLOSURE AND SALE  
Deficiency Judgment Waived

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

2010 MAY 21 AM 11:28

RICHLAND COUNTY  
FILED

Samuel C. Waters, Esquire  
Attorney for the Plaintiff

A hearing was held April 15, 2010 at 10:00 AM. 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 February 1, 2010.
2. The Summons and Complaint were filed on February 1, 2010.
3. Service was made upon all Defendant(s) as shown by the proof(s) of service filed herein.
4. The Defendant(s) Alice Lucas a/k/a Alice Marie Felder-Lucas, Dwight Lucas, Mortgage Electronic Registration Systems, Inc. (MIN #100176105012597608) , Mortgage Electronic Registration Systems, Inc. (MIN #1002033-0000024059-5) and Windsor Lake Park Homeowners Association, Inc. are in default as shown by affidavit or order filed herein.
5. The Defendant(s) Alice Lucas a/k/a Alice Marie Felder-Lucas, Dwight Lucas, Mortgage Electronic Registration Systems, Inc. (MIN #100176105012597608) , Mortgage Electronic Registration Systems, Inc. (MIN #1002033-0000024059-5) and Windsor Lake Park Homeowners Association, Inc. are in default and that the Defendant(s) Alice Lucas a/k/a Alice Marie Felder-Lucas and Dwight Lucas 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 or order filed herein.

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

7. Pursuant to the South Carolina Supreme Court Administrative Order 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. 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.

9. Dwight Lucas and Alice Lucas for value received, made, executed and delivered a(n) Adjustable Rate Note dated February 8, 2005 promising thereby to pay to Plaintiff or its predecessor the sum of \$151,200.00 with interest at 8.5% per annum. Other terms and conditions are stated in the Adjustable Rate Note, of record herein.

10. To better secure the payment of the Adjustable Rate Note described above, Dwight Lucas and Alice Marie Felder-Lucas a/k/a Alice Lucas made, executed, and delivered to Mortgage Electronic Registration Systems, Inc. acting solely as nominee for Accredited Home Lenders Inc., (MIN #100176105012597590) a certain real estate Mortgage in writing, dated February 8, 2005 covering real property in Richland County, which is the same as that described in the Complaint. This Mortgage was filed on February 25, 2005, and is of record in the Office of RMC/ROD in Book R1027 at Page 2142. The mortgage was assigned to the Plaintiff herein by assignment dated February 16, 2010 and recorded February 26, 2010 in Book 1589 at Page 3373.

11. This Mortgage constitutes a first priority lien on the subject property, subject only to ad valorem taxes or other liens given priority by statute.

12. Plaintiff in this action is the owner and holder or nominee for the owner and holder of the Adjustable Rate Note and first Mortgage it is seeking to foreclose, and the real party in interest pursuant to Rule 17(a) of the South Carolina Rules of Civil Procedure.

13. The titleholder(s) of record in and to the subject property as of the filing of the lis pendens in this action are Alice Lucas a/k/a Alice Marie Felder-Lucas and Dwight Lucas, who are the original mortgagor(s).

14. Any notice required by the terms of the Mortgage or by state or federal statutes was given to the applicable Defendant(s) prior to the commencement of this action.

15. Payment due on the Adjustable Rate 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 Adjustable Rate Note and Mortgage in the hands of the attorney herein for remedy by foreclosure.

16. The sum of \$4,500 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.

17. 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 March 1, 2009 .....                                                                                                                        | \$146,854.15 |
| (b) | Interest from February 1, 2009 through<br>April 15, 2010 at 10% per annum .....                                                                          | \$19,798.92  |
| (c) | Advances (Escrow advances, corporate charges,<br>paid attorney fees, paid costs and expenses from the<br>foreclosure action, and/or other charges) ..... | \$3,519.97   |
| (d) | Costs of collection prior to<br>hearing (service, filing, etc.) .....                                                                                    | \$975.00     |
| (e) | Title Abstract Search .....                                                                                                                              | \$425.00     |
| (f) | Late Charges .....                                                                                                                                       | \$829.74     |
| (g) | Attorney fee (awarded herein, but unpaid) .....                                                                                                          | \$4,500.00   |
|     | TOTAL debt secured by Adjustable Rate Note and Mortgage,<br>including interest to date shown .....                                                       | \$176,902.78 |

Interest shall accrue to the above stated "Total Debt" after the date of judgment at the rate of 10% per annum (pursuant to the terms of the Adjustable Rate 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.

18. 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.

19. Plaintiff has alleged that the lien of the Mortgage held by Mortgage Electronic Registration Systems, Inc. (MIN #1002033-0000024059-5) mortgage given by Dwight and Alice Lucas on June 30, 2004, and recorded at Book R951 at Page 3090 should be released from the subject property. Despite being served with process in this case, Mortgage Electronic Registration Systems, Inc. (MIN #1002033-0000024059-5) has failed to Answer or otherwise plead; therefore, the Plaintiff's allegations are deemed admitted. Furthermore, the Plaintiff's allegations are supported by the evidence presented on its behalf, including: Title Policy issued by Attorney Attorney's Title Insurance Fund, Inc., insuring that, following closing, the Plaintiff's mortgage constituted a first lien against the subject property, without exceptions;

Therefore, I find that the Plaintiff is entitled to a declaratory judgment releasing the lien of the Mortgage held by Mortgage Electronic Registration Systems, Inc. (MIN #1002033-0000024059-5) from the subject property.

20. 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. Mortgage Electronic Registration Systems, Inc. (MIN #100176105012597608), by virtue of a mortgage given by Dwight Lucas and Alice Lucas a/k/a Alice Marie Felder-Lucas in the amount of \$42,000.00, dated February 8, 2005, and recorded February 25, 2005 in Book R1027 at Page 2161.

b. Windsor Lake Park Homeowners 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.

---

IT IS THEREFORE ORDERED:

21. Plaintiff has fully complied with The South Carolina Supreme Court Administrative Order dated May 22, 2009, and the foreclosure action may proceed.

22. There is due on the Adjustable Rate Note and first Mortgage set forth in the Complaint the sum of \$176,902.78, 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.

23. 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.

24. 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.

25. The Defendant(s) liable for the aforesaid judgment debt of the Adjustable Rate Note and Mortgage including interest at the rate of 10% 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.

26. On default of payment at or before the time of the sale of the property, the mortgaged property described hereinafter shall be sold 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 10%.

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.

27. 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.

28. 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.

29. 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.

30. 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.

31. The Master in Equity will apply the proceeds of the sale as follows:

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

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

NEXT: Any surplus should be held pending further Order of this court.

32. 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.

33. 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.

34. The Defendant(s) named herein, and all persons whosoever claiming under Defendant(s), are 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.

35. 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.

36. 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.

37. 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.

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

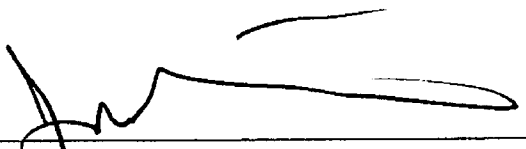
All that certain piece, parcel or lot of land, together with improvements thereon, (known as 7916 Bay Springs Road), situate, lying and being in the County of Richland, State of South Carolina, being shown and delineated as Lot Three (3) and Lot 3 (A), Block "N" on a Plat of Windsor Lake Park by William Wingfield, dated April 16, 1966, revised August 11, 1971 and recorded in the Office of the Register of Deeds for Richland County in Plat Book X at Pages 1601 and 1601A; Reference is also being made to a Plat prepared for Wesley H. Davis and Richard J. Noble by William Wingfield, dated December 17, 1968 and recorded in Plat Book 34 at Page 548, and said property being further shown on a Plat prepared for Dwight Lucas by Cox & Dinkins, Inc., dated April 2, 2002. All measurements a little more or less.

This being the identical property conveyed to Dwight Lucas by deed of David K. Foppe, as Trustee Under Trust Agreement dated October 26, 1998, said deed dated April 4, 2002 and recorded April 5, 2002 in Deed Book R647 at Page 1645; subsequently Dwight Lucas conveyed the subject property to Alice Marie Felder-Lucas and Dwight Lucas by deed dated April 24, 2003 and recorded May 30, 2003 in Deed Book R800 at Page 2863; subsequently Dwight Lucas conveyed his interest in the subject property to Alice Lucas by deed dated December 16, 2004 and recorded December 30, 2004 in Deed Book R1010 at Page 3379; subsequently Alice Lucas a/k/a Alice Marie Felder-Lucas conveyed a one-half interest in the subject property to Dwight Lucas by deed dated February 2, 2005 and recorded February 25, 2005 in Deed Book R1027 at Page 2138.

Property Address: 7916 Bay Springs Rd  
Columbia, SC 29223

TMS# R17013-02-06

May 14, 2010  
Columbia, South Carolina

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

**EXHIBIT – '2'**

**Summons and Complaint, Lis Pendens**



**ROGERS TOWNSEND**  
ATTORNEYS AT LAW

ROGERS TOWNSEND & THOMAS, PC  
DEFAULT SERVICES DEPARTMENT

POST OFFICE BOX 100200 (29202)  
220 EXECUTIVE CENTER DRIVE  
COLUMBIA, SOUTH CAROLINA 29210  
P 803.744.4444 F 803.343.7013  
WWW.RTT-LAW.COM

February 17, 2014

**Via U.S. Mail and Email and Fax**

Alice M. Felder-Lucas  
7916 Bay Springs Rd  
Columbia, SC 29223  
Via Fax: 803-8853222  
Via Email: felderlucas@rttn.com

Re: Caliber Home Loans, Inc. vs. Lucas, Alice & Dwight  
Property Address: 7916 Bay Springs Rd, Columbia, SC 29223  
Loan No. 3802546862  
Our File No. 016426-00231

Dear Sir or Madam:

**FOR SETTLEMENT PURPOSES ONLY.**

**ROGERS, TOWNSEND & THOMAS, PC IS A DEBT COLLECTOR. THIS IS AN ATTEMPT TO COLLECT A DEBT AND ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE.**

**HOWEVER, IF YOU ARE IN BANKRUPTCY OR HAVE BEEN DISCHARGED IN BANKRUPTCY, THIS LETTER IS FOR INFORMATIONAL PURPOSES ONLY AND IS NOT INTENDED AS AN ATTEMPT TO COLLECT A DEBT OR AS AN ACT TO COLLECT, ASSESS, OR RECOVER ALL OR ANY PORTION OF THE DEBT FROM YOU PERSONALLY.**

This letter is in response to your request for a payoff. It is our understanding that you may intend to pay off this loan at a future date. The amount that will be necessary to payoff this loan in full, including legal fees and costs, may increase between the date of this letter and the date that you remit your pay off funds. In order to give you a payoff that is valid through a future date, we have included estimated costs and fees for additional steps that may occur in the foreclosure process between the date of this letter and March 6, 2014. We have also included estimated advances (if any) that may be required to be paid by the Plaintiff on your behalf, and additional interest that will accrue between the date of this letter and March 6, 2014. If you pay this loan off by no later than March 6, 2014, the estimated payoff amount is itemized as follows:

|                                                                                     |                     |
|-------------------------------------------------------------------------------------|---------------------|
| Principal .....                                                                     | \$146,236.70        |
| Interest.....                                                                       | \$62,911.57         |
| Late Charges.....                                                                   | \$3,098.38          |
| Escrow.....                                                                         | \$1,663.00          |
| Corporate Advances .....                                                            | \$6,170.49          |
| Unpaid Foreclosure Attorney Costs and expenses good through February 17, 2014 ..... | \$25.00             |
| Unpaid Foreclosure Attorney Fees good through February 17, 2014 .....               | \$350.00            |
| Anticipated Foreclosure Attorney Costs and expenses .....                           | \$400.00            |
| <b>Total Estimated Payoff Amount due as of March 6, 2014</b>                        | <b>\$220,855.14</b> |

**Please note that this estimated payoff quote expires on March 6, 2014.**

**ATTORNEY TRUST OR ATTORNEY ESCROW CHECKS WILL NOT BE ACCEPTED.**

P. O. Box 100200 (29202) • 220 Executive Center Drive, Suite 109 • Columbia, South Carolina 29210  
Tel: 803-744-4444 • Fax: 803-343-7017 • Web: www.rtt-law.com

STATE OF SOUTH CAROLINA

IN THE COURT OF COMMON PLEAS

COUNTY OF RICHLAND

DOCKET NO.

HSBC Mortgage Services Inc.,

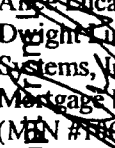
Plaintiff,

SUMMONS AND NOTICE  
(NON-JURY)  
FORECLOSURE OF REAL ESTATE  
MORTGAGE  
Deficiency Judgment Waived

2010 FEB -1 AM 8:24  
JEANE C. G. & S.S.  
W. HOBRIDE

RICHLAND COUNTY  
FILED

Accept For Value Return For Value

By:  2-25-14  
A. R. D.   
EIN: 32-252334  
Deposited to the U.S. Treasury  
Charge to DWIGHT LUCAS  
SSN: 55-42334  
Defendant(s).

(010062-02044)

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:

STATE OF SOUTH CAROLINA

COUNTY OF RICHLAND

HSBC Mortgage Services Inc.,

Plaintiff,

The U.S. Treasury

DWIGHT LUCAS

USA, 33-54-2934

Defendant(s).

IN THE COURT OF COMMON PLEAS

DOCKET NO.

COMPLAINT

(NON-JURY)

FORECLOSURE OF REAL ESTATE  
MORTGAGE  
Deficiency Judgment Waived

FILED  
2010 FEB - 1 AM 8:24  
JEANETTE W. HUBRIDE  
C.C. & G.S.

Accept For Value Return For Value

Alice Lucas/k/a Alice Marie Elder Lucas,  
Dwight Lucas; Mortgage Electronic Registration  
Systems, Inc. (MERS #100176101012587608)  
Mortgage Electronic Registration Systems,  
(MERS #10017033-0000021059-0); Windsor Lake  
Park Homeowners Association, Inc.;

(010062-02044)

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, Plaintiff is a corporation or other legal entity doing business in the State of South Carolina.
3. Plaintiff is the owner and holder of the Note and Mortgage described hereafter and the subject of this action.
4. The Subject note and mortgage are not owned, securitized, or guaranteed by Fannie Mae or Freddie Mac; and, the current loan servicer is not currently participating in the Home Affordable Modification Program ("HMP").
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.

11. Any notice required by the terms of the Mortgage or by state or federal law has been given to the applicable Defendant(s) prior to the commencement of this action.

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, 2009, 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, 2009, the principal sum of \$146,854.15, with interest from February 1, 2009, advances, late charges, and also for the costs and disbursements of this action, including attorney's fees.

13. Plaintiff's right to a personal or deficiency judgment pursuant to South Carolina Code Sections 29-3-650 and 29-3-660 is expressly waived.

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. Mortgage Electronic Registration Systems, Inc. (MIN #100176105012597608), by virtue of a mortgage given by Dwight Lucas and Alice Lucas a/k/a Alice Marie Felder-Lucas in the amount of \$42,000.00, dated February 8, 2005, and recorded February 25, 2005 in Book R1027 at Page 2161

B. Mortgage Electronic Registration Systems, Inc. (MIN #1002033-0000024059-5), by virtue of a mortgage given by Dwight and Alice Lucas in the amount of \$146,450.00, dated September 23, 2003, and recorded June 30, 2004 in Book R951 at Page 3090. The Plaintiff is informed and believes that this mortgage has been paid in full and either should be satisfied of record or the lien of the mortgage released from the subject real estate.

ACCEPTANCE

C. Windsor Lake Park Homeowners 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.

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) Determine that the mortgage held by Mortgage Electronic Registration Systems, Inc. (MIN #1002033-0000024059-5) recorded June 30, 2004 in Book R951 at Page 3090 has been paid in full, and direct the Clerk of Court/Register of Deeds for Richland County to release the lien of the mortgage from the subject property.

(3) Declare Plaintiff's Mortgage a 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.

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

(5) 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.

(6) 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;

(7) 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;

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

Rogers Townsend & Thomas, PC  
ATTORNEYS FOR PLAINTIFF

Samuel C. Waters (SC Bar # 6958) Cheryl L. Fisher (SC Bar # 16543)  
Reginald P. Corley (SC Bar # 69453) Jennifer W. Rubin (SC Bar # 16543)  
Ellie C. Floyd (SC Bar # 68635) Michael P. Morris (SC Bar # 73560)  
Eve Moredock Stacey (SC Bar # 5300) Mary R. Powers (SC Bar # 16543)  
Robert P. Davis (SC Bar # 74030) William S. Koehler (SC Bar # 74925)  
Kevin T. Hardy (SC Bar # 76015) Benjamin J. Powell (SC Bar # 77209)  
John P. Fetner (SC Bar # 77460) Kelsey K. Brockbank (SC Bar # 77499) ✓  
220 Executive Center Drive, Suite 109 Post Office Box 100200 (29202)  
Columbia, SC 29210 (803) 744-4444

ACCEPTANCE

Columbia, South Carolina  
January 29, 2010

STATE OF SOUTH CAROLINA

IN THE COURT OF COMMON PLEAS

COUNTY OF RICHLAND

POCKET NO.  
**2010CP4000657**

HSBC Mortgage Services Inc.,

Plaintiff,

v.

Alice Lucas a/k/a Alice Marie Felder-Lucas;  
Dwight Lucas; Mortgage Electronic Registration  
Systems, Inc. (MIN #100176105012597605);  
Mortgage Electronic Registration Systems, Inc.  
(MIN #1002033-00000240595); Windsor Lake  
Park Homeowners Association, Inc.

Defendant(s).

LIS PENDENS  
Deficiency Judgment Waived

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

2010 FEB - 1 AM 8:24

RICHLAND COUNTY  
FILED

Accept For Value Return For Value

Exempt From  
(00062-02044)

A/R Dated 2-22-10

EIN: 355542238

Deposit To The US Treasury

Charge To DWIGHT LUCAS

SSN: 355-542238

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 Dwight Lucas and Alice Marie Felder-Lucas a/k/a Alice Lucas to Mortgage Electronic Registration Systems, Inc. acting solely as nominee for Accredited Home Lenders Inc., (MIN #100176105012597590) dated February 8, 2005, and recorded in the Office of the RMC/ROD for Richland County on February 25, 2005, in Mortgage Book R1027 at Page 2142.

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:

All that certain piece, parcel or lot of land, together with improvements thereon, (known as 7916 Bay Springs Road), situate, lying and being in the County of Richland, State of South Carolina, being shown and delineated as Lot Three (3) and Lot 3 (A), Block "N" on a Plat of Windsor Lake Park by William Wingfield, dated April 16, 1966, revised August 11, 1971 and recorded in the Office of the Register of Deeds for Richland County in Plat Book X at Pages 1601 and 1601A; Reference is also being made to a Plat prepared for Wesley H. Davis and Richard J. Noble by William Wingfield, dated December 17, 1968 and recorded in Plat Book 34 at Page 548, and said property being further shown on a Plat prepared for Dwight Lucas by Cox & Dinkins, Inc., dated April 2, 2002. All measurements a little more or less.

This being the identical property conveyed to Dwight Lucas by deed of David K. Foppe, as Trustee Under Trust Agreement dated October 26, 1998, said deed dated April 4, 2002 and recorded April 11, 2002 in Deed Book R647 at Page 1645; subsequently Dwight Lucas conveyed the subject property to Alice Marie Felder-Lucas and Dwight Lucas by deed dated April 24, 2003 and recorded May 30, 2003 in Deed Book R800 at Page 2863; subsequently Dwight Lucas conveyed his interest in the subject property to Alice Lucas by deed dated December 16, 2004 and recorded December 30, 2004 in Deed Book R1073 at Page 3379; subsequently Alice Lucas a/k/a Alice Marie Felder-Lucas conveyed a one-half interest in the subject property to Dwight Lucas by deed dated February 2, 2005 and recorded February 25, 2005 in Deed Book R1027 at Page 2138.

Property Address: 7916 Bay Springs Rd  
Columbia, SC 29223

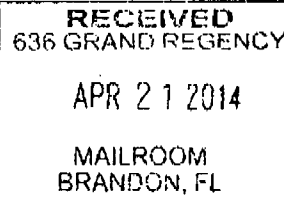
TMS# R17013-02-06

ACCEPTANCE

  
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) Mary R. Powers (SC Bar #16534)  
Robert P. Davis (SC Bar # 74030) William S. Koehler (SC Bar# 74935)  
Kevin T. Hardy (SC Bar #76015) Benjamin J. Powell (SC Bar #77205)  
John P. Fetner (SC Bar # 77460) Kelsey K. Brockbank (SC Bar # 77519) ✓  
220 Executive Center Drive, Suite 109 Post Office Box 100200 (29202)  
Columbia, SC 29210 (803) 744-4444

Columbia, South Carolina  
January 29, 2010



RECEIVED *Done*

APR 18 2014

SC Court of Appeals

Dwight Lucas, pro se  
Alice Lucas, pro se  
7916 Bay Springs Road  
Columbia, South Carolina 29223  
(803)788-5322

STATE OF SOUTH CAROLINA

COUNTY OF RICHLAND

Dwight Lucas, pro se and  
Alice Lucas,  
a/k/a Alice Marie Felder Lucas pro se,

Appellant(s),

v.

HSBC Mortgage Services, Inc.,

Respondent(s).

Appellate Case Number: 2014-000747

NOTICE OF APPEAL

Vance Brabham, III Esq. -- Bar No.: 71250  
Rogers Townsend & Thomas, PC  
220 Executive Center Drive  
Columbia, SC 29210  
(803) 744-4444 -- Telephone  
(803) 343-7013 -- Facsimile  
[Attorney for Respondent(s)]

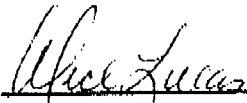
**PLEASE TAKE NOTICE**, that I, Dwight Lucas, and my wife Alice Lucas, the above-named Plaintiff(s), appeal the Order Denying Motion for Acceptance. The order was signed by Master in Equity for Richland County, Joseph M. Strickland, March 28, 2014, and we received Notice of Entry on April 3, 2014. The order was postmarked by US Postal Mail, on April 1, 2014, involving Case #10-CP-40-0657.

We were not served a copy of the order denying our Motion for Acceptance, so we never had an opportunity to object. We would like to have this order overturned so that we can have our motion heard in order to save our property.

Respectfully submitted,



Dwight Lucas  
7916 Bay Springs Road  
Columbia, South Carolina 29223  
(803)788-5322  
All Rights Reserved, Without Prejudice



Alice Lucas  
7916 Bay Springs Road  
Columbia, South Carolina 29223  
(803)788-5322  
All Rights Reserved, Without Prejudice

Dated and Signed this 18<sup>th</sup> of April, 20 14

STATE OF SOUTH CAROLINA }  
 }  
 }  
COUNTY OF RICHLAND }  
----- }

**CERTIFICATE OF MAILING**  
**Proof of Service**  
**Notice Of Appeal**

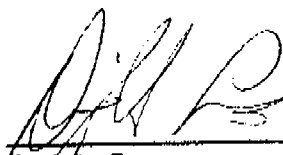
I, Dwight Lucas and Alice Lucas, hereby certify that we forwarded by

Certified Mail the attached Notice of Appeal to the following addressees on this

15<sup>th</sup> day of April, 2014:

Vance Brabham, III Esq. - Bar No.: 71250  
Rogers Townsend & Thomas, PC  
220 Executive Center Drive  
Columbia, SC 29210  
(803) 744-4444 - Telephone  
(803) 343-7013 - Facsimile  
[ATTORNEY FOR THE RESPONDENT]

(Foreclosure Department)  
HSBC Mortgage Services, Inc.  
636 Grand Regency Boulevard  
Brandon, Florida 33510  
(813) 571-8400 - Telephone



Dwight Lucas  
7916 Bay Springs Road  
Columbia, South Carolina 29223  
(803) 788-5322  
All Rights Reserved, Without Prejudice



**Alice Lucas**  
**7916 Bay Springs Road**  
**Columbia, South Carolina 29223**  
**(803) 788-5322**  
**All Rights Reserved, Without Prejudice**

STATE OF SOUTH CAROLINA  
COUNTY OF RICHLAND

IN THE COURT OF COMMON PLEAS  
CASE NO.: 2010-CP-40-0657

HSBC,

Plaintiff,

vs.

ALICE LUCAS, ET AL.,

Defendant(s)

ORDER DENYING MOTION  
FOR ACCEPTANCE

CLERK OF COURT  
W.C.P. & G.S.

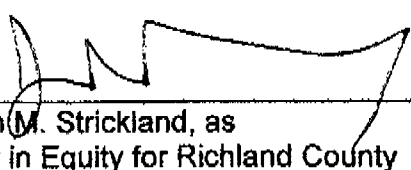
2014 MAR 28 PM 2:47

FILED

The matter before the Court is a Motion for Acceptance filed by the defendant.

The motion is denied.

AND IT IS SO ORDERED.

  
Joseph M. Strickland, as  
Master in Equity for Richland County

Columbia, South Carolina  
March 28, 2014

cc: Vance Brabham, Esquire  
Alice Lucas, Pro-se  
Dwight Lucas, Pro-se

PO Box 25589  
Columbia, SC 29224

COLUMBIA  
SC 2920  
18 APR '14  
PM 4:1



U.S. POSTAGE  
PAID  
COLUMBIA, SC  
29201  
APH 18-14  
AMOUNT

\$3.79  
00013482-13

7013 3020 0002 4204 7786

PLACE STICKER AT TOP OF ENVELOPE TO THE RIGHT  
OF THE RETURN ADDRESS. FOLD AT DOTTED LINE

**CERTIFIED MAIL**



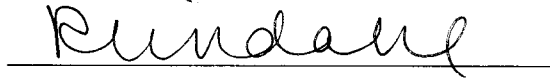
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33510394236

HSC Mortgage Services, Inc  
Foreclosure Dept  
636 Grand Regency Blvd  
Birmingham, AL 35210

### CERTIFICATE OF COUNSEL

The undersigned hereby certifies that the Appendix to the Record on Appeal contains all material not previously included in the Record on Appeal proposed to be included by any of the parties, and not any other material.

A handwritten signature in cursive script, reading "Rebecca K. Lindahl", is written over a horizontal line.

Rebecca K. Lindahl, Esq.  
Katten Muchin Rosenman LLP  
550 South Tryon Street, Suite 2900  
Charlotte, North Carolina 28202  
(704) 344-3141

Attorney for Respondent