

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

JUDGMENT IN A CIVIL CASE  
CASE NUMBER 2015CP4600950

William G Tucker

Connie Lynn Batey

RECEIVED

MAR 02 2016

PLAINTIFF(S)

DEFENDANT(S)

Submitted by: The Court

Attorney for:  Plaintiff  Defendant  
 Self-Represented Litigant

DISPOSITION TYPE (CHECK ONE)

- JURY VERDICT.** This action came before the court for a trial by jury. The issues have been tried and a verdict rendered.
- DECISION BY THE COURT.** This action came to trial or hearing before the court. The issues have been tried or heard and a decision rendered.  See Page 2 for additional information.
- ACTION DISMISSED (CHECK REASON):**  Rule 12(b), SCRPC;  Rule 41(a), SCRPC (Vol. Nonsuit);  
 Rule 43(k), SCRPC (Settled);  Other: \_\_\_\_\_
- ACTION STRICKEN (CHECK REASON):**  Rule 40(j) SCRPC;  Bankruptcy;  
 Binding arbitration, subject to right to restore to confirm, vacate or modify arbitration award;  Other: \_\_\_\_\_
- DISPOSITION OF APPEAL TO THE CIRCUIT COURT (CHECK APPLICABLE BOX):**  
 Affirmed;  Reversed;  Remanded;  Other:

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

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

ORDER INFORMATION

This order  ends  does not end the case.

Additional Information for the Clerk: \_\_\_\_\_

INFORMATION FOR THE JUDGMENT INDEX

Complete this section below when the judgment affects title to real or personal property or 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)

If applicable, describe the property, including tax map information and address, referenced in the order:

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.

*s/S. Jackson Kimball*

Circuit Court Judge

3063

Judge Code

1/14/2016

Date

For Clerk of Court Office Use Only

This judgment was entered on **January 15, 2016**, and a copy mailed first class or placed in the appropriate attorney's box on **January 15, 2016**, to attorneys of record or to parties (when appearing pro se) as follows:

**Brian Scott McCoy** 378 E. Main St. Rock Hill, SC 29730

**John Martin Foster** PO Box 106 Rock Hill, SC 29731-6106

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**ATTORNEY(S) FOR THE PLAINTIFF(S)**

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**ATTORNEY(S) FOR THE DEFENDANT(S)**

**David Hamilton**

**Court Reporter**

**David Hamilton - Clerk of Court**

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

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

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STATE OF SOUTH CAROLINA

COUNTY OF YORK

WILLIAM G. TUCKER,

Plaintiff,

vs.

CONNIE LYNN BATEY,

Defendant.

FILED-RECEIVED  
2016 JAN 15 PM 2:43  
DAVID HAMILTON  
C.C.C.P. & GS.  
YORK COUNTY, SC

IN THE COURT OF COMMON PLEAS  
SIXTEENTH JUDICIAL CIRCUIT  
CASE NO. 2015-CP-46- 950

RECEIVED  
JAN 20 2016  
By \_\_\_\_\_

**ORDER OF FORECLOSURE AND SALE**

Pursuant to the South Carolina Rules of Civil Procedure and the S.C. Code, the above-entitled matter was referred to the undersigned to make appropriate findings of fact and conclusions of law with authority to enter a final judgment in the cause.

Pursuant to said Order of Reference, a hearing was held on December 16, 2015 in the Courtroom of the Master in Equity for York County in York, South Carolina. I made findings of fact and conclusions of law in an Order dated December 30, 2015 and filed January 4, 2016. The Order granted Plaintiff judgment against the Defendant for foreclosure of a mortgage on Defendant's property, and ordered the amount of the mortgage debt to be determined by supplemental hearing.

Subsequent to the Order referred above, the parties stipulated to the amount of the mortgage debt, with Defendant preserving her arguments made at the hearing. Accordingly, I find, conclude, and order as follows:

**FINDINGS OF FACT**

1. The Lis Pendens, Summons and Complaint in this action were filed on March 30, 2015, with service of same being effected on the Defendant by acceptance of service, according to Affidavit of Service on file with the Court.

2. The Defendant timely filed an Answer.

3. This is an action brought for the foreclosure of a real estate mortgage. Defendant has been properly served. The Court has jurisdiction of the parties and the real estate, which is located entirely in York County, South Carolina. Plaintiff is entitled to foreclosure, as set forth herein.

4. For value received, the Defendant Connie Lynn Batey ("Defendant") made,

*[Handwritten signature]*  
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executed and delivered one Promissory Note ("Note"), promising thereby to pay to William G. Tucker ("Plaintiff") the sum of \$225,000.00 with interest. Other terms and conditions are stated in the Note, which was attached to the Complaint and was admitted as an exhibit at the hearing.

5. To further secure the payment of the Note, the Defendant made, executed and delivered to Plaintiff a Mortgage of Real Estate ("Mortgage") in writing dated April 14, 2011 covering real property in York County, South Carolina which is the same as that described in the Complaint. The Mortgage was recorded on April 18, 2011 and is of record with the York County Clerk of Court in Book Vol. 11948 at Page 80.

6. This Mortgage constitutes a first mortgage lien on the subject property.

7. The titleholder of record in and to the subject property as of the filing of the Lis Pendens in this action is Connie Lynn Batey.

8. Payments due on the Note have not been made as provided for therein, and the Plaintiff, as the holder thereof, has elected to require immediate payment of the entire amount due thereon and has placed the Note and Mortgage in the hands of the attorney herein for collection.

9. The amount of the debt as stipulated by the parties is \$220,573.13. No attorney's fees were sought, and none are included in the debt amount. Interest from the date of judgment until the sale and costs and fees shall be added to such judgment debt to comprise the amount of Plaintiff's debt secured by the Mortgage.

#### CONCLUSIONS OF LAW

I, therefore, conclude as follows:

1. The Mortgage of Plaintiff recorded with the York County Clerk of Court in Book Vol. Book Vol. 11948 at Page 80 constitutes a first lien on the Property. Plaintiff should have judgment on the Note and foreclosure of the Mortgage.

3. The Plaintiff should have judgment of foreclosure of the Mortgage and the mortgaged property should be ordered sold at public auction after due advertisement.

#### **IT IS THEREFORE ORDERED:**

1. There is due to the Plaintiff on the Note and Mortgage set forth in the Complaint the sum of \$220,573.13. This amount represents the "Total Debt" due Plaintiff as set forth in the Findings of Fact.

2. The Total Debt shall constitute the total judgment debt due the Plaintiff and shall

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bear interest hereafter at the interest rate set forth in the Note.

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

4. That on default of payment at or before the time herein indicated, the mortgaged premises described in the Complaint, as hereinafter set forth, be sold by the Master-in-Equity, or by his agent, at public auction, in the Master-in-Equity courtroom, York, South Carolina, on some convenient sales day hereafter, on the following terms:

- (a) FOR CASH: The Master-in-Equity will require a deposit of 5% on the amount of the bid (in cash or equivalent), same to be applied on the purchase price only upon compliance with the bid, but in case of non-compliance within twenty (20) days following the sale, same to be forfeited and applied to the costs and Plaintiff's debt.
- (b) Interest on the balance of said bid shall be paid to the day of compliance at the legal rate.
- (c) The sale shall be subject to taxes and assessments, existing easements and easements and restrictions of record.
- (d) The Mortgage constitutes a first lien on the subject property.
- (e) Purchaser to pay for papers and costs of recording the Deed.

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

6. That the Master-in-Equity will, by advertisement according to law, give notice of the time, date, place of sale, and the terms thereof, which Notice of Sale is incorporated herein by reference; and will execute to the Purchaser or Purchasers, a deed to the premises sold. The Plaintiff, or any other party to this action, may become a purchaser at such sale, and that if, upon such sale being made, the Purchaser or Purchasers should fail to comply with the terms thereof within twenty (20) days after the 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.

7. That should the Plaintiff, Plaintiff's attorney or agent fail to appear on sales day,

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the property shall not be sold, and in that event any such sale shall be null and void and of no force and effect; the property shall be re-advertised and sold at some convenient sales day thereafter when the Plaintiff or his attorney or agent is present.

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

FIRST: To payment of the amount of the costs and expenses of the mortgage;

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

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

9. IT IS FURTHER ORDERED that in the event the successful bidder is other than the Defendant(s) in possession herein, the Sheriff of York County is 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 or his assigns in full, quiet and peaceable possession of said premises without delay, and to keep said successful bidder or his assigns in such peaceable possession.

10. IT IS FURTHER ORDERED that in addition to all parties deemed by law to have received constructive notice of the action herein, the Defendant(s) named herein and all persons whomsoever claiming under him, her, 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. The judgment liens set forth herein are extinguished as liens upon the subject property.

11. IT IS FURTHER ORDERED that the Deed of conveyances made pursuant to said sale shall contain the names of only the first named Plaintiff and the first named Defendant and the Defendant who was the titleholder of the mortgaged property at the time of filing of the Lis Pendens of the within action, and the name of the Grantee, and the Clerk of Court is authorized to omit from the indices pertaining to such conveyance the names of all parties not contained in said Deed.

12. The Master-in-Equity will retain jurisdiction to do all necessary acts incident to this foreclosure, including, but not limited to, the issuance of a Writ of Assistance and hearing any issues involving appraisal proceedings under Section 29-3-680 et seq., South Carolina Code of Laws (1976) as amended,

13. The Master-in-Equity shall direct the Clerk of Court to release of record the Mortgage lien being foreclosed, after the Order Confirming Sale and Disbursements has been

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executed and filed, which Mortgage lien is described as follows:

That certain "Mortgage" executed, made and delivered by Connie Lynn Batey to William G. Tucker recorded on April 18, 2011 in the York County Clerk of Court in Book Vol. 11948 at Page 80.

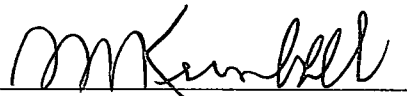
14. The following is a description of the premises herein ordered to be sold:

All that certain piece, parcel or lot of land lying and being situate in Bethel Township, York County, South Carolina, and being more particularly described as Lot 45 of MILL CREEK FALLS SUBDIVISION as shown on a plat thereof recorded in Plat Book C-226, Page 2, in the Office of the Clerk of Court for York County, South Carolina, to which plat reference is hereby made for a more particular description of the above-numbered piece, parcel or lot of land.

DERIVATION: This being the same property conveyed to Connie Lynn Batey by Deed from Marson J. Germanetti and Linda A. Germanetti dated April 18, 2011 and recorded in Book 11948, Page 78, in the Office of the Clerk of Court for York County, South Carolina.

T.M.S. No.: 565-01-01-031

York, South Carolina  
January 14, 2016

  
\_\_\_\_\_  
Hon. S. Jackson Kimball  
Master-in-Equity, York County

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