

THE STATE OF SOUTH CAROLINA
In The Court of Appeals

APPEAL FROM RICHLAND COUNTY
Master-in-Equity

Hon. Joseph M. Strickland, Master-in-Equity

Case No. 2015-001807

RECEIVED

JAN 26 2016

SC Court of Appeals

Winrose Homeowners' Association, Inc. and Regime Solutions, LLC..... Respondents,

v.

Devery A. Hale and Tina T. Hale..... Appellants.

RECORD ON APPEAL

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Homeowners' Association, Inc*

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STATE OF SOUTH CAROLINA

IN THE COURT OF COMMON PLEAS

COUNTY OF RICHLAND

DOCKET NO. 2014-CP-40-00847

Winrose Homeowners' Association, Inc.

Plaintiff,

ORDER OF REFERENCE

v.

Devery A. Hale and Tina T. Hale,

Defendant(s).

008928/00015

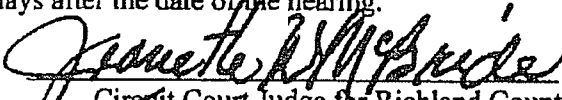
Pursuant to Rules 53(b) of the South Carolina Rules of Civil Procedure, the above-entitled case is an action for foreclosure and may be referred to a Master in Equity or Special Referee in the above-entitled county by order of a circuit court judge or the clerk of court.

IT IS HEREBY ORDERED, that this action is referred to the The Honorable Joseph M. Strickland, as Master in Equity to take testimony and to direct entry of final judgment in this action under Rule 53(b), SCRCP, and all matters arising from or reasonably related to such action. The Master in Equity shall retain jurisdiction to perform all necessary acts incident to this foreclosure action including issuance of a writ of assistance or issuance of any rule to show cause including but not limited to any rule to show cause why a party should not be bound by the judgment of foreclosure. Further, the Master in Equity shall retain jurisdiction to hear any action contesting the validity of the foreclosure action or sale or any motions pursuant to the South Carolina Rules of Civil Procedure including but not limited to Rule 60(b). Judicial sales will be conducted pursuant to S.C. Code Section 15-39-680 or on any other convenient sale's date as may be determined by the Master in Equity/Special Referee.

The hearing shall be held in the Office of The Honorable Joseph M. Strickland, Master in Equity for Richland County, located at:

Richland County Judicial Center
1701 Main Street
Courtroom 2D
Columbia, SC 29201

and the final order by the Master in Equity or Special Referee shall be filed with the Clerk of Court for Richland County not later than sixty (60) days after the date of the hearing.


Circuit Court Judge for Richland County or
Clerk of Court for Richland County

_____, South Carolina

24-2, 2014.

FORM 4

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

JUDGMENT IN A CIVIL CASE

CASE NO. 2014-CP-40-00847

Winrose Homeowners' Association, Inc.

Devery A. Hale and Tina T. Hale

PLAINTIFF(S)

DEFENDANT(S)

Submitted by: Stephanie Trotter (SC Bar #77680)
Attorneys for the Plaintiff
McCabe, Trotter & Beverly, P.C.
PO Box 212069
Columbia, SC 29221
(803) 724-5002
(803) 724-5001 - Fax
Stephanie.Trotter@mccabetrotter.com

Attorney for : ☒ Plaintiff ☐ Defendant
or
☐ Self-Represented Litigant

DISPOSITION TYPE (CHECK ONE)

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

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

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

ORDER INFORMATION

This order ☒ ends ☐ does not end the case.

Additional Information for the Clerk :

As required by statute, a foreclosure sale has been or will be scheduled, which will officially end the case.

INFORMATION FOR THE JUDGMENT INDEX

Complete this section below when the judgment affects title to real or personal property or if any amount should be enrolled. If there is no judgment information, indicate "N/A" in one of the boxes below.

Judgment in Favor of (List name(s) below)	Judgment Against (List name(s) below)	Judgment Amount To be Enrolled (List amount(s) below)
N/A		
		\$
		\$

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

TMS#: R05107-05-12

Property Address: 25 Caddis Creek Court

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.

Master in Equity

2097
Judge Code

7-15-14
Date

For Clerk of Court Office Use Only

This judgment was entered on the 21 day of July, 2014 and a copy mailed first class or placed in the appropriate attorney's box on this _____ day of _____, 20____ to attorneys of record or to parties (when appearing pro se) as follows:

Stephanie Trotter (SC Bar #77680)

McCabe, Trotter & Beverly, P.C.

PO Box 212069

Columbia, SC 29210

ATTORNEY(S) FOR THE PLAINTIFF(S)

2014-CP-40-00847

ATTORNEY(S) FOR THE DEFENDANT(S)

CLERK OF COURT

Stephanie W. McCabe

Court Reporter:

STATE OF SOUTH CAROLINA

COUNTY OF RICHLAND

Winrose Homeowners' Association, Inc.

Plaintiff,

v.

Devery A. Hale and Tina T. Hale

Defendant(s).

IN THE COURT OF COMMON PLEAS

DOCKET NO. 2014-CP-40-00847

JUDGMENT OF FORECLOSURE AND SALE
Deficiency Judgment Waiver

FILED
RICHLAND COUNTY
2014 JUL 21 AM 9:38
JENNIFER W. MCBRIDE
CLERK, C.P. & G.S.

(008928/00015)

A hearing was held 06/30/2014. 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 02/11/2014.
1. The Summons and Complaint were filed on 02/11/2014.
2. Service was made upon all Defendant(s) as shown by the proof(s) of service filed herein.
3. The Defendant(s) are in default.
4. The Defendant(s) are not in the Military Service of the United States of America, as contemplated under The Servicemembers Civil Relief Act, 50 U.S.C. § 501 et. seq. as shown by affidavit, certificate or order filed herein.
5. Attorney for the Plaintiff has fully complied with the South Carolina Supreme Court Administrative Order 2011-05-02-01 dated May 2, 2011.
6. 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.
7. On 04/24/1998 the Defendant(s) took title to the subject property located at 25 Caddis Creek Court. The Defendant(s), by taking title to the subject property agreed to the governing documents for Plaintiff, which are of record herein.
8. The titleholder(s) of record in and to the subject property as of the filing of the lis pendens in this action is/are Devery A. Hale and Tina T. Hale.
9. Payment of the assessment has not been made as provided for by the

Declaration, and the Plaintiff has elected to require immediate payment of the entire amount due thereon. Plaintiff has placed it in the hands of the attorney herein for collection by filing a Notice of Lien for unpaid assessments and initiating a foreclosure of that lien.

10. The sum of \$2025.00 is a reasonable fee to allow as attorney fees for Plaintiff's attorney for services performed and anticipated to be performed until final adjudication of the within action, under the terms of the Declaration.

11. Specifically, the Plaintiff's attorney is entitled to \$375.00 for services performed in filing a Notice of Lien for delinquent assessments. This service required the Plaintiff's attorney to research public real property records to identify the subject property, research court records to determine if there are any pending actions against the subject property, prepare and coordinate filing and service of the Notice of Lien, coordinate any payoff requests or payment plans with the Defendant, and eventually satisfy the Notice of Lien upon payment by the Defendant.

12. Plaintiff's attorney is further entitled to the additional sum of \$1,650.00 for prosecuting the foreclosure action. This service required the Plaintiff's attorney to obtain and review a title abstract for the subject property, prepare and file a lis pendens, summons and complaint for foreclosure, arrange for personal service of the initial pleadings, review the file to determine whether service was properly achieved and whether the Defendant is in default, and prepare and file an Affidavit of Default when the Defendant failed to respond. The Plaintiff's attorney also had to prepare and file a proposed order of reference for this case. Once the court set a final hearing date, Plaintiff's attorney had to send notice to the Defendant at least ten days prior to the final hearing. Prior to this hearing, Plaintiff's attorney was responsible for drafting a proposed transcript of testimony, an affidavit of costs, an affidavit of attorney's fees, a certification that this case is not subject to Administrative Order 2011-5-02-01, a proposed order, and a proposed notice of sale. Upon execution of this Judgment, Plaintiff's attorney will be responsible for ensuring the foreclosure sale is properly advertised, bidding on her client's behalf at any foreclosure sale, and preparing post-sale documents if her client should be the highest bidder at the sale. If her client takes title to the property at the foreclosure sale, Plaintiff's attorney will also be responsible for prosecuting any eviction proceedings necessary to clear the property for Plaintiff's possession.

13. The sum of \$2025.00 is reasonable based on the time necessarily

devoted to representation of the Plaintiff during the several-month course of these proceedings. The services of counsel performed for the Plaintiff, including the number and types of pleadings and documents prepared, the incumbent liabilities, and the difficulties involved in this particular case, also support the amount awarded. The fees are also reasonable given the professional standing of the Plaintiff's counsel and her experience in handling assessment lien foreclosure matters. The fees awarded herein are also reasonable since they are less than the fees customarily awarded by this court for similar services in this county. Moreover, the efforts of Plaintiff's counsel have had the beneficial result of a prompt foreclosure. Services anticipated to be performed until final adjudication contemplate completion of this matter within a reasonable time and do not include exceptional circumstances delaying conclusion beyond the normal time.

14. After all payments received by the Plaintiff have been credited, the amount due and owing with interest at the rate provided in the Declaration, and other costs and expenses of the within action, including an attorney's fee, secured by the Declaration, is as follows:

(a)	Principal due.....	\$500.00
(b)	Interest from 01/01/2011 through June 19, 2014 at 8.0000% per annum	\$80.87
(c)	Late Fees and Other Charges	\$0.00
(d)	Costs of collection prior to hearing (service, filing, etc.).....	\$542.80
(e)	Attorney's fee	\$2025.00
(f)	Payments	(\$250.00)
		+ _____
	TOTAL debt secured by the Declaration, including interest to date shown.....	\$2898.67

Interest for the period from the date shown in (b) above through the date of this judgment at above stated rate to be added to the above stated "Total Debt" to comprise the amount of the judgment debt entered herein and interest after the date of judgment at the rate of 8.0000% per annum (pursuant to the terms of the Declaration) on the judgment debt should be added to such judgment debt to comprise the amount of Plaintiff's debt secured by the Declaration through the date to which such interest is computed.

15. Plaintiff is seeking the usual foreclosure of the property and has expressly waived the right to a personal or deficiency judgment.

IT IS THEREFORE ORDERED THAT:

1. There is due the sum of \$2898.67, as set out in the Findings of Fact *supra*, together with interest at the rate provided herein on the balance of principal from the date aforesaid to the date hereof.

2. The amount due in the preceding paragraph (the "Final Total Debt" as set out in the Findings of Fact *supra*) shall accrue interest at the rate of the respective Declaration rate per annum and together with such interest shall constitute the total judgment debt due the Plaintiff.

3. The amount of the judgment shall be subject to increase to permit the 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 attorney's 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 and/or supplemental compensation. Such additional costs, commissions and expenses may be established by affidavit.

4. The Defendant is liable for the aforesaid judgment debt including interest at the rate of 8.0000% per annum 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.

5. On default of payment at or before the time herein indicated, the premises described in the Complaint, as hereinafter set forth, shall be sold by the Master in Equity at public auction, at the Richland County Courthouse, in the City of Columbia, County and State aforesaid on some convenient sales day hereafter (and should the regular day of judicial sales fall on a legal holiday, then and in such event, the sales day shall be on the next business day succeeding such holiday), on the following terms, that is to say:

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 to purchase price if compliance is made, but in the event compliance is not made, the deposit may be forfeited without further hearing and applied first to costs of the action and then to plaintiff's debt. Should the successful bidder at the regularly conducted sale fail or refuse to either make the required deposit at time of bid or 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, but at the risk of the defaulting bidder(s).

b. Interest on the balance of the bid shall be paid through the day of compliance at the rate of 8.0000%.

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

Specifically, this sale is subject to a senior mortgage held by Nationsbanc Mortgage Corporation recorded in Book R64 at Page 617..

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

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

6. The bidding will not remain open after the date of sale and compliance with the bid may be made immediately.

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

8. The Master in Equity will, by advertisement according to law, give notice of the time and place of such sale and the terms thereof 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 if, upon such sale being made, the purchaser, or purchasers, 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.

9. If Plaintiff be the successful bidder at the said sale, for a sum not exceeding the amount of costs, expenses and 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.

10. 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 action, including any Guardian Ad Litem fee or fees of attorneys appointed under Order of Court.

NEXT: To the payment to the Plaintiff or Plaintiff's attorney of the amount of Plaintiff's debt and interest (including attorney fees) 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.

11. The Defendant named herein, and all persons whosoever claiming under Defendant, are forever barred and foreclosed of all right, title, interest, equity of redemption or lien in the said premises so sold, or any part thereof.

12. In accordance with Rule 77(d), SCRPC, 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 herein.

13. The deed of conveyance made pursuant to said 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 property at the time of the filing of the notice of pendency of the within action, and the name of the grantee; and 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.

14. 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.

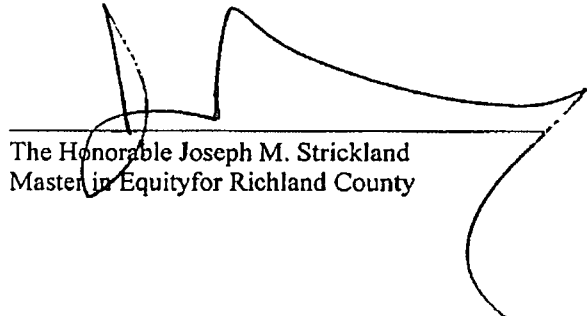
15. The following is a description of the premises herein ordered to be sold:

All that certain piece, parcel or lot of land, with the improvements thereon, situate, lying and being in the County of Richland, State of South Carolina, being shown and delineated as Lot 148 on a plat of WINROSE - PHASE TWO prepared by Belter & Associates, Inc. dated September 17, 1997 and recorded in the Office of the RMC for Richland County in Plat Book 57 at page 1055. This property being more particularly shown on plat prepared for Devery A. Hale and Tina T. Hale by Cox and Dinkins, Inc. dated April 16, 1998; said property having such sizes, shapes, dimensions, buttings and boundings as will be shown by reference to the aforesaid plat.

This being the same property to given to Devery A. Hale and Tina T. Hale by deed of Mark S. Kovacs d/b/a Style Homes dated 04/24/1998 and recorded in the Richland County Register of Deeds Office on 05/06/1998 in Book 64 at Page 615.

Property Address: 25 Caddis Creek Court

TMS: R05107-05-12



The Honorable Joseph M. Strickland
Master in Equity for Richland County

July 15, 2014
Columbia, South Carolina

STATE OF SOUTH CAROLINA

COUNTY OF RICHLAND

Winrose Homeowners' Association, Inc.

Plaintiff

vs.

Devery A. Hale and Tina T. Hale

Defendants.

IN THE COURT OF COMMON PLEAS
FOR THE FIFTH JUDICIAL CIRCUIT

**ORDER ON DEFENDANT'S
MOTION TO VACATE SALE**

C/A No. 2014-CP-40-0847

2015 APR 21 AM 7:12
FILED
RICHLAND COUNTY
CLERK OF COURT
STEPHANIE W. TROTTER
C.P. & G.S.

THIS MATTER came before me on February 6, 2015 on Defendants, Devery and Tina Hale's, Motion to Vacate Sale for Inadequacy of Bid. Present at the hearing were Eric C. Hale, attorney for the successful bidder at the foreclosure sale herein, Regime Solutions, LLC, and Brian Boger, attorney for Defendants. Also present at the hearing was Stephanie Trotter, attorney for Plaintiff.

This is an action arising from the foreclosure of a homeowner's association lien. The property located at 25 Caddis Creek Court Irmo, South Carolina 29063 was foreclosed on due to a homeowner's association lien and sold at judicial sale on August 4, 2014 subject to any and all valid senior encumbrances on the property, including but not limited to a recorded mortgage on the subject property in the Richland County ROD at Book R 64, Page 617 and in the amount of \$99,037.00. The winning bidder, Regime Solutions, paid the bid price of \$3,036.00 into the court. This Court issued a Master's Deed to Regime Solutions which was filed on August 22, 2014 in the Richland County ROD in Book 1968, Page 266. Thereafter Regime Solutions sought to be put in possession of the property and filed a Rule to Show Cause on September 16, 2014. Defendants' Motion to Vacate Sale followed and was considered in advance of ruling on Regime Solutions' Rule to Show Cause as the outcome of Defendants' motion was controlling over Regime Solutions' motion. Defendants' Motion to Vacate Sale asks this court to rule that the sale price "shocks the conscience" and to accordingly set aside the sale due to the inadequacy of the bid. It is undisputed that Regime Solutions purchased the property subject to the

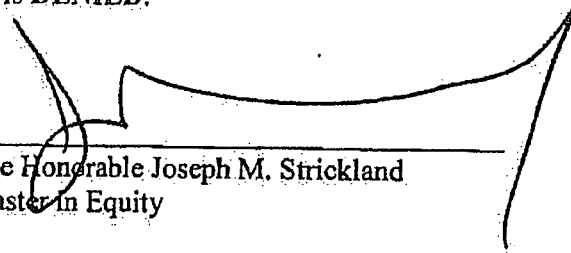
aforementioned senior mortgage. Additionally, Defendants offered competent evidence that the principal balance presently owing on said mortgage is \$66,004.00. It is also undisputed that the present fair market value of the subject property is estimated to be approximately \$128,000.

After consideration of the motions, filings, and arguments of the respective parties, this Court concludes as follows:

Defendants argue that the bid price of \$3,036 shocks the conscience due to the South Carolina Court of Appeals' observation that "South Carolina jurisprudence reveals only when judicial sales are for less than ten percent of a property's actual value, have our courts consistently held the discrepancy to shock the conscience of the court. *E. Sav. Bank, FSB v. Sanders*, 373 S.C. 349, 359, 644 S.E.2d 802, 807 (Ct. App. 2007). The defendants calculate the bid price as constituting only 2.37% of the value of the subject property. However, this Court declines to adopt the calculation advanced by Defendants and instead adopts the calculation of the bid amount in the fashion set forth in the South Carolina Supreme Court case *Arrow Bonding Company v. Warren* 399 S.C. 603, 732 S.E.2d 622, 623 (2002).

Accordingly, the appropriate measure of the effective sales price is the bid amount, \$3,036, plus the encumbrances against the property, \$66,004 according to the evidence offered by Defendants, for a total effective sale price of \$69,040. This effective sales price is then divided by the value of the property, \$128,000, to calculate a percentage of the property value, 54% of estimated fair market value. This is far and above what South Carolina courts have routinely considered shocking to the conscience and therefore I conclude that the bid of Regime Solutions is not grossly inadequate or shocking to the conscience and the sale should not be set aside. In so concluding the Court has also considered that the practice of homeowners' association foreclosures would effectively be eradicated if the defendants' position came to bear. Virtually no foreclosures of this type would pass scrutiny if encumbrances and liens are not considered when calculating the appropriateness of a bid amount.

NOW, THEREFORE, IT IS HEREBY ORDERED, ADJUDGED, AND DECREED
that Defendants' Motion to Vacate Sale is **DENIED**.



The Honorable Joseph M. Strickland
Master in Equity

Dated: April 13, 2015
Columbia, South Carolina

STATE OF SOUTH CAROLINA
COUNTY OF RICHLAND
Winrose Homeowners' Association, Inc.

Plaintiff

vs.

Devery A. Hale and Tina T. Hale

Defendants.

IN THE COURT OF COMMON PLEAS
FOR THE FIFTH JUDICIAL CIRCUIT

**ORDER ON DEFENDANT'S
MOTION TO VACATE SALE**

C/A No. 2014-CP-40-0847

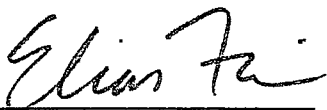
The undersigned hereby certifies that on July 30, 2015, he served a copy to all counsel in this action with a copy of the document(s) listed below and this Certificate of Mailing in the above-referenced matter by depositing a copy in the United States Mail, postage prepaid, and addressed as follows:

DOCUMENT(S):

Order on Defendant's Motion to Vacate
Sale

PARTIES SERVED:

Brian Boger, Esq.
1331 Elmwood Drive. #210
Columbia, SC 29201



Elias Fain

Dated: July 30, 2015
Columbia, South Carolina

STATE OF SOUTH CAROLINA

COUNTY OF RICHLAND

Winrose Homeowners' Association, Inc. ,

Plaintiff,

v.

Devery A. Hale and Tina T. Hale,

Defendant(s).

IN THE COURT OF COMMON PLEAS

DOCKET NO.

COMPLAINT
(NON-JURY)
FORECLOSURE OF REAL ESTATE
NON-ELIGIBLE FOR HOME
MODIFICATION PROGRAM

FILED
FEB 11 AM 9:05
J. W. MCBRIDE
C.C.P. & G.S.

The Plaintiff herein, complaining of the acts or omissions of the Defendant(s) would show unto this Honorable Court as follows:

1. Upon information and belief, the Defendant(s) is/are a resident of the County of Richland, State of South Carolina and the subject of this action is real property located in the County of Richland, South Carolina.
2. Plaintiff is a corporation or other legal entity doing business in the State of South Carolina and has the right to bring this action.
3. Heretofore, on or about 04/24/1998 the Defendant(s) took possession of the property described in Exhibit A attached to this Complaint and incorporated herein by reference.
4. The herein described property is subject to governing documents for Winrose Homeowners' Association, Inc. attached hereto as Exhibit B and incorporated herein by reference.
5. By taking possession of the property, Defendant(s) agreed to pay assessments and other charges allowed by the governing documents.
6. Pursuant to the governing documents a lien arises in favor of Plaintiff to secure payment of the unpaid charges.
7. Heretofore, on or about 04/06/2011, Plaintiff filed a Notice of Lien in connection with unpaid assessments on the herein referenced property owned by the Defendant(s).
8. Pursuant to the governing documents Plaintiff is entitled to foreclose on the aforementioned lien.
9. The Defendant(s) has failed to make consistent payments of the assessments and interest, although demand for payment has been made, and the Plaintiff after giving all required notices, has and does hereby elect to declare the entire balance payable at once. There is now due, owing and unpaid the

sum of \$566.41 in principal, late fees, interest and other charges. Plaintiff is further entitled to recover reasonable attorney's fees and the cost of litigating this proceeding.

10. If Plaintiff secures the premises being foreclosed herein, Plaintiff's cost of securing said premises should be added to any judgment rendered on its behalf. If Plaintiff pays any utility charges constituting a lien on said premises, Plaintiff's advances should be added to any judgment rendered on its behalf.

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

1. Under the direction of this Court, ascertain and determine the amount due to Plaintiff as outlined by the governing documents, together with interest of 8.00% Per annum and reasonable attorney's fees and costs as outlined in the governing documents.

2. That said Plaintiff have judgment of foreclosure for the amount so found to be due and owing thereon, together with any taxes or insurance premiums which may be due, with a reasonable sum as attorney's fees, and for the costs of this proceeding.

3. That the premises be sold under the direction of this Court, the equity of redemption be barred, and that the proceeds of sale be applied as follows:

- a. First, to the costs and expenses of the within proceeding and said sale;
- b. Second, to the payment and discharge of the amount due under the governing documents, together with attorney's fees as aforesaid; and
- c. Third, the surplus, if any, be distributed pursuant to Rule 71, of the South Carolina Rules of Civil Procedure.

4. Plaintiff have judgment against the Defendant(s) for the full amount found to be due Plaintiff.

5. For such other and further relief as may be just and proper.

MCCABE, TROTTER & BEVERLY, P.C.



Stephanie C. Trotter
140 Stoneridge Drive, Suite 650
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Phone: 803-724-5000
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Email: Stephanie.Trotter@mccabetrotter.com
ATTORNEY FOR THE PLAINTIFF

Columbia, South Carolina
February 7, 2014

Affidavit of Service

File No: 008928/00015

State of South Carolina
In the Court: Common Pleas

County of: RICHLAND
Docket Number: 2014-CP-40-00847

Plaintiff: WINROSE HOMEOWNERS' ASSOCIATION, INC.
VS
Defendant: DEVERY A. HALE

Service of Process on: DEVERY A. HALE
Address of Service: 25 CADDIS CREEK COURT, IRMO, SC 29063
Date and Time of Service: 2-14-2014 AT 3:40 PM

Documents Served: LIS PENDENS, CIVIL ACTION COVERSHEET, SUMMONS AND COMPLAINT

Person Served: A true and correct copy of the papers was served on the name party in the following manner,

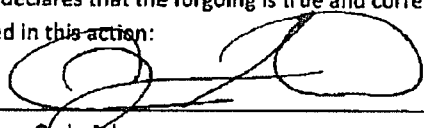
☐ Personally – By delivering a copy to the person to be served:

☒ Substitute – By leaving a copy at his/her place of abode with some person of suitable age and discretion
residing therein: TINA T. HALE - WIFE

Description (approx.) of Person receiving documents:

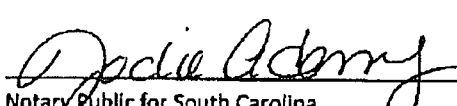
Sex: F Skin Color: W Age: 37 Height: 5' 5" Weight: 150 Hair: SHORT BLONDE

Process Server: Undersigned declares that the forgoing is true and correct and that the deponent is over the age of 18 and
is not a party to nor interested in this action:

Signature of Process Server: 

Name of Process Server: Craig Adams,

Sworn to before me this 14 Day of February, 2014


Notary Public for South Carolina

Commission Expiration: 1-29-2023

RICHLAND COUNTY
FILED
2014 FEB 24 PM 3:29
JEANETTE H. MCBRIDE
C.C.P. & G.S.

Affidavit of Service

File No: 008928/00015

State of South Carolina
In the Court: Common Pleas

County of: RICHLAND
Docket Number: 2014-CP-40-00847

Plaintiff: WINROSE HOMEOWNERS' ASSOCIATION, INC.
VS
Defendant: TINA T. HALE

Service of Process on: TINA T. HALE
Address of Service: 25 CADDIS CREEK COURT, IRMO, SC 29063
Date and Time of Service: 2-14-2014 AT 3:40 PM

Documents Served: LIS PENDENS, CIVIL ACTION COVERSHEET, SUMMONS AND COMPLAINT

Person Served: A true and correct copy of the papers was served on the name party in the following manner,

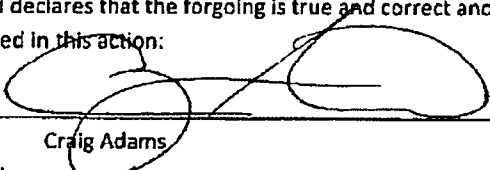
XX Personally – By delivering a copy to the person to be served:
TINA T. HALE

 Substitute – By leaving a copy at his/her place of abode with some person of suitable age and discretion
residing therein:

Description (approx.) of Person receiving documents:

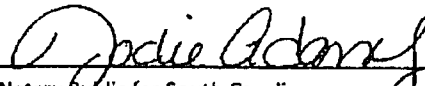
Sex: F Skin Color: W Age: 37 Height: 5' 5" Weight: 150 Hair: SHORT BLONDE

Process Server: Undersigned declares that the forgoing is true and correct and that the deponent is over the age of 18 and
is not a party to nor interested in this action:

Signature of Process Server: 

Name of Process Server: Craig Adams

Sworn to before me this 14 Day of February 2014


Notary Public for South Carolina

Commission Expiration: 1-29-2023

RICHLAND COUNTY
FILED
2014 FEB 24 PM 3:29
JEANETTE W. MCNIDDER
C.C.P. & C.S.

STATE OF SOUTH CAROLINA

IN THE COURT OF COMMON PLEAS

COUNTY OF RICHLAND

DOCKET NO. 2014-CP-40-00847

Winrose Homeowners' Association, Inc.
Plaintiff,

**AFFIDAVIT OF DEFAULT AND NON-
MILITARY SERVICE**

v.

Devery A. Hale and Tina T. Hale,
Defendant(s).

008928/00015

PERSONALLY APPEARED before me, the undersigned, who being duly sworn, deposes and says that she/he is one of the attorneys for Plaintiff in the above-entitled action and that more than thirty (30) days have elapsed since the service of the Summons and Complaint upon the Defendant(s) and that no Answer or Notice of Appearance has been served on Plaintiff's attorney as required by the Summons by the Defendant(s) Devery A. Hale and Tina T. Hale. Therefore, the Defendant(s) Devery A. Hale and Tina T. Hale is/are in default.

Further, that she/he has investigated the occupational status of Devery A. Hale and Tina T. Hale and they are not in the Military Service of the United States as contemplated by the provisions of the Servicemembers Civil Relief Act, 50 U.S.C. § 501 et. Seq.

S. Trotter

Stephanie C. Trotter
McCabe Trotter & Beverly, PC
P. O. Box 212069
Columbia, SC 29221
Telephone: 803-724-5002
Fax: 803-724-5001
Email: Stephanie.trotter@mccabetrotter.com
Attorneys for Plaintiff

March 28, 2014
Columbia, South Carolina

Sworn to before me this 28 day of
March, 2014.

Virginia Orr
Notary Public for South Carolina
My Commission Expires: 2/19/23

STATE OF SOUTH CAROLINA

COUNTY OF RICHLAND

Winrose Homeowners' Association,
Inc.

Plaintiff

vs.

Devery A. Hale and Tina T. Hale

Defendant.

IN THE COURT OF COMMON PLEAS
FOR THE FIFTH JUDICIAL CIRCUIT

MOTION FOR RULE TO SHOW CAUSE

C/A No. 2014-CP-40-0847

RICHLAND COUNTY
FILED
2014 SEP 16 AM 10:08
JEANNETTE W. HERRING
C.C.P. & G.S.

Regime Solutions, LLC would respectfully show unto this Honorable Court:

1. The above-described successfully completed a foreclosure of an unpaid assessment lien against the Defendant(s) affecting the following property:

All that certain piece, parcel or lot of land, with the improvements thereon, situate, lying and being in the County of Richland, State of South Carolina, being shown and delineated as Lot 148 on a plat of WINROSE - PHASE TWO prepared by Belter & Associates, Inc. dated September 17, 1997 and recorded in the Office of the RMC for Richland County in Plat Book 57 at page 1055. This property being more particularly shown on plat prepared for Devery A. Hale and Tina T. Hale by Cox and Dinkins, Inc. dated April 16, 1998; said property having such sizes, shapes, dimensions, buttings and boundings as will be shown by reference to the aforesaid plat.

This being the same property to given to Devery A. Hale and Tina T. Hale by deed of Mark S. Kovacs d/b/a Style Homes dated 04/24/1998 and recorded in the Richland County Register of Deeds Office on 05/06/1988 in Book 64 at Page 615.

Property Address: 25 Caddis Creek Court
TMS# R05107-05-12

2. A Judgment of Foreclosure and Sale was issued by this Court and the subject property was sold at public auction in accordance therewith on August 4, 2014. The successful bidder at the public auction was Regime Solutions, LLC.

3. The proceedings in regard to the foreclosure action are preserved in the Office of the ROD for Richland County.

4. The Defendant(s) or others claiming through the Defendant(s) still occupy and have within the property certain items of personal property which they have failed and refused to remove from the property although they have been given notice that the property is now owned by Regime Solutions, LLC.

5. Regime Solutions, LLC is entitled to possession of the property as the successful bidder at the said sale in accordance with the Judgment of Foreclosure and Sale:

In the event the successful bidder is other than the Defendant(s) in possession herein, the Sheriff of Richland County is ordered and directed to eject and remove from the premises the occupant(s) of the property sold, together with all personal property located thereon, and to 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.

6. Regime Solutions, LLC is entitled to a Writ of Assistance to remove the said Defendant(s), together with any and all persons claiming under them, and all the personal property from the subject property, and to put the Plaintiff in possession thereof.

7. Where the terms "premises" or "property" are used herein, they shall mean the subject real estate and the improvements thereon, including fixtures. Personal property shall mean personal effects such as furniture or clothing.

WHEREFORE, Regime Solutions, LLC prays that this Court issue its Rule To Show Cause, requiring the Defendant(s) and/or occupants together with any and all persons claiming under them, to show cause why a Writ of Assistance should not be issued to the Sheriff of Richland County for the removal of said Defendant(s) and/or occupants or any persons claiming under them, and all personal property on the subject property, including manufactured housing or similar personal property.

LAW OFFICE OF ERIC C. HALE, LLC



Eric C. Hale, S.C. Bar # 71768
Elias Fain, S.C. Bar #101193
Post Office Box 1605
Irmo, SC 29063
(803) 250-5252 (Tel)
(866) 543-3040 (Fax)

Dated: August 27, 2014
Richland, South Carolina

STATE OF SOUTH CAROLINA
COUNTY OF RICHLAND

Winrose Homeowners' Association,
Inc.

Plaintiff

vs.

Devery A. Hale and Tina T. Hale

Defendant.

IN THE COURT OF COMMON PLEAS
FOR THE FIFTH JUDICIAL CIRCUIT

RULE TO SHOW CAUSE

C/A No. 2014-CP-40-0847

RICHLAND COUNTY
FILED
2014 SEP 16 AM 10:48
JEANNETTE W. ROBB
C.C.P. & G.S.

**TO THE OCCUPANTS OF THE PROPERTY MORE FULLY DESCRIBED IN
PARAGRAPH ONE (1) OF THE MOTION:**

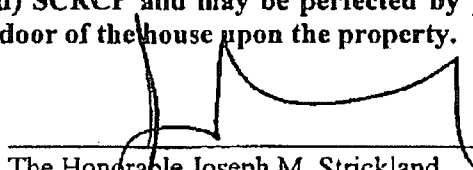
UPON reading and filing of the within Motion of Elias Fain, attorney for Regime Solutions, LLC, the successful bidder at the foreclosure sale, YOU ARE ORDERED to show cause, if any you can, before the undersigned:

The Honorable Joseph M. Strickland
Courtroom 2-D
Richland County Judicial Center
1701 Main Street
Columbia, South Carolina 29201

on the 14th day of November, 2014, at 11 o'clock A.M.,

as to why a Writ of Assistance should not be issued to the Sheriff of Richland County, South Carolina ordering and directing him to remove you peaceably or by force, together with any and all persons claiming under you and all personal property located within or on the property located at: 25 Caddis Creek Court

Service of this Rule and Motion to Show Cause can be served on the above person by any means allowable under 4(d) SCRPC and may be perfected by posting the Motion and Rule to Show Cause upon the door of the house upon the property.


The Honorable Joseph M. Strickland
Master in Equity

Richland, South Carolina

Dated: Sept. 15, 2014

STATE OF SOUTH CAROLINA

COUNTY OF RICHLAND

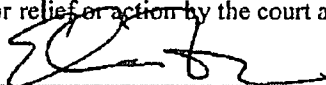
Winrose Homeowners' Association, Inc.
vs.

Devery A. Hale and Tina T. Hale
Defendant.

IN THE COURT OF COMMON PLEAS
FOR THE FIFTH JUDICIAL CIRCUIT

2013-CP-40-0847

**MOTION AND ORDER INFORMATION
FORM AND COVERSHEET**

Plaintiff's Attorney: <u>Elias Fain</u> , Bar No. <u>101193</u> Address: <u>125 Executive Pointe Blvd</u> <u>Columbia, SC 29210</u> Phone: <u>803-250-5252</u> Fax _____ E-mail: <u>elias@erichalelaw.com</u> Other: _____		Defendant's Attorney: _____, Bar No. _____ Address: _____ Phone: _____ Fax _____ E-mail: _____ Other: _____	
☒ MOTION HEARING REQUESTED (attach written motion and complete SECTIONS I and III) ☐ FORM MOTION, NO HEARING REQUESTED (complete SECTIONS II and III) ☐ PROPOSED ORDER/CONSENT ORDER (complete SECTIONS II and III)		RICHLAND COUNTY FILED 2014 SEP 16 AM 10:08 JEANNETTE W. HARRIS C.C.P. & G.S.	
SECTION I: Hearing Information			
Nature of Motion: <u>Rule to Show Cause</u> Estimated Time Needed: <u>15</u> Court Reporter Needed: ☒ YES / ☐ NO			
SECTION II: Motion/Order Type			
☒ Written motion attached ☐ Form Motion/Order I hereby move for relief or action by the court as set forth in the attached proposed order.			
Signature of Attorney for ☐ Plaintiff / ☐ Defendant		Date submitted	
		<u>8/27/14</u>	
SECTION III: Motion Fee			
☒ PAID - AMOUNT: \$25 ☐ EXEMPT: (check reason) ☐ Rule to Show Cause in Child or Spousal Support ☐ Domestic Abuse or Abuse and Neglect ☐ Indigent Status ☐ State Agency v. Indigent Party ☐ Sexually Violent Predator Act ☐ Post-Conviction Relief ☐ Motion for Stay in Bankruptcy ☐ Motion for Publication ☐ Motion for Execution (Rule 69, SCRCP) ☐ Proposed order submitted at request of the court; or, reduced to writing from motion made in open court per judge's instructions Name of Court Reporter: _____ ☐ Other: _____			
JUDGE'S SECTION			
☐ Motion Fee to be paid upon filing of the attached order. ☐ Other: _____		JUDGE CODE _____ Date: _____	
CLERK'S VERIFICATION			
Collected by: <u>NEHS</u> ✓ Date Filed: <u>9/16/14</u>			
☐ MOTION FEE COLLECTED: \$ _____			
☐ CONTESTED - AMOUNT DUE: \$ _____			

STATE OF SOUTH CAROLINA)
)
COUNTY OF RICHLAND)

IN THE COURT OF COMMON PLEAS
JR Number 2014-CP-40-0847

Winrose Homeowners' Association, Inc.,)
)
)
)

Plaintiff(s),)

vs.)

Devery A. Hale and Tina T. Hale,)
)
)
)
)

Defendant(s).)

Master's Report on Sale and Disbursements
and
Order of Confirmation
Pursuant to Rule 71, SCRCPP
(Public Sale)

2014 OCT 17 PM 1:20

1. Pursuant to Order of Court and after due notice and advertisement, I sold subject property to:
 - (a) the Plaintiff for the sum of \$ -----, that amount being the highest bid made on Sales Day, August 4, 2014. The Plaintiff thereafter paid only the costs as provided in said Order and became the grantee/assigned its bid to -----.
 - (b) the highest bidder on Sales Day, Regime Solution, for the sum of \$ 3,036.00. The successful bidder thereafter complied with the bid, as provided for in said Order, and became the grantee/ assigned the bid to -----.
2. That I have executed and delivered to said grantee a good and sufficient deed of conveyance of said property.
3. I have received and disbursed the costs as set out on the attached Statement of Disbursements which resulted in the disbursement of proceeds of sale/a surplus of \$ -----, notice of which is being sent to all parties who may wish to apply for said surplus, pursuant to Rule 71(c), SCRCPP.

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

Sept. 24, 2014

JOSEPH M. STRICKLAND
Master in Equity for Richland County

**MASTER IN EQUITY
STATEMENT OF DISBURSEMENTS**

JR#

8/13/14

C.A.# 2014-CP-40-0847

Winrose vs. Devery A. Hale, et al.		Disbursements	Receipts
AMOUNT OF BID \$3,036.00			
Reference Fee			\$125.00
5% of Bid			\$151.80
Balance of Costs			\$2,890.14
Clerk			
Master's Agent			
Advertising Sale			
Master's costs - R. C. Treasurer		\$155.36	
Court Reporter			
Revenue Stamps, State			
Revenue Stamps, County			
Guardian ad Litem Fee			
Fee of Attorney Under Order of Court (Military Service)			
Recording Deed			
Taxes - State and County			
Attorney's Disbursement and/or Fee			
Total Debt		\$2,898.67	
Interest on Principal from			
6/20/14 thru 7/15/14		\$2.70	
Interest on Total Judgment plus			
Interest on Principal from			
7/16/14 to 8/13/14		\$17.64	
Additional Costs		\$382.50	
Total Due		\$3,301.51	
Amount available for credit due McCabe Trotter & Beverly			
Attorneys for Winrose, \$3,011.58.		\$3,011.58	
Total Costs		\$3,166.94	
Surplus Funds			
TOTALS		\$3,166.94	\$3,166.94

SUSAN GOLSTON

From: Melody Baird <Melody.Baird@mccabetrotter.com>
Sent: Wednesday, September 17, 2014 3:07 PM
To: SUSAN GOLSTON
Subject: Advertising Costs
Attachments: Invoice Sales.PDF

Good Afternoon Susan,

Per our conversation, I've attached the advertising costs invoice we received from The Columbia Star for your requested cases. I've also typed them out below for you. Please let me know if you need anything else.

2013-CP-40-04658 Gatewood v. Daniel Busenbark -- \$367.50
2014-CP-40-00847 Winrose v. Devery Hale -- \$382.50
2013-CP-40-04567 Lake Carolina v. James Keels -- \$375.00
2014-CP-40-00123 The Rabon Farms v. McFadden -- \$397.50
2013-CP-40-07847 Jacob's Creek v. Jimmy Oates -- \$375.00
2011-CP-40-08348 Lexington Green v. Kathie Sherrill -- \$450.00

Thanks!
Melody

Melody D. Baird
HOA Foreclosure Paralegal
McCabe, Trotter & Beverly, PC
140 Stoneridge Drive, Suite 650 (29210)
PO Box 212069
Columbia, SC 29221
Phone: (803) 724-5000
Fax: (803) 724-5001
Direct: (803) 724-5014



McCabe, Trotter & Beverly, PC
COMMUNITY ASSOCIATION AND CONSTRUCTION LAW

NOTICES

PRIVILEGED AND CONFIDENTIAL: This electronic message (including any attachments) is intended only for the use of the individual or entity to which it is addressed and may contain information that is attorney-client privileged, may be confidential work product, or may be exempt from disclosure under applicable law. If the reader of this message is not the intended recipient or the employee or agent responsible for delivering the message to the intended recipient, you are hereby notified that any dissemination, distribution or copying of this communication is wrongful, is strictly prohibited, and may subject you to civil liability. If you have received this communication in error, please immediately notify us by telephone at 803-724-5000 or by return e-mail, and destroy any copies (electronic, paper, or otherwise) that you may have of this communication.

DEBT COLLECTOR: This firm collects debts for mortgage lenders and other creditors. Any information obtained will be used for that purpose. However, if you have previously received a discharge in bankruptcy, this message is not and should not be construed as an attempt to collect a debt, but only as an attempt to enforce a lien.

STATE OF SOUTH CAROLINA)

IN THE COURT OF COMMON PLEAS

CIVIL ACTION NO: 2014-CP-40-0847

Winrose Homeowners' Assoc., Inc.,)

Plaintiff (s),)

Vs.)

Devery A. Hale, et al.,)

Defendant (s).)

CERTIFICATE OF MAILING

I, the undersigned, a member of the Staff of the Office of the Richland County Master in Equity, do here by certify that the original:

- ☒ Master's Order on Sale & Disbursements with Statement Attached
☐ Master's Final Order
☐ Master's Report
☐ Order Confirming Master's Report
☐ Order of Dismissal
☐ Order of Dismissal in Supplementary Proceedings BEFORE Exam.
☐ Order of Dismissal in Supplementary Proceedings AFTER Exam.
☐ No Assets Available to apply toward debt
☐ Unable to Serve Defendant
☐ Judgement has been satisfied
☐ Provisions have been made to satisfy Judgment
☐ Defendant has filed Bankruptcy
☐ Order Confirming Agreement in Supplementary
Other:

Dated _____ was filed in the office of the Clerk of Court for Richland County on _____ and copies of the same, together with a check in the amount of \$ _____ made payable to _____ were/was mailed by U.S. Mail, postage paid/hand-delivered/placed in Attorney's Box in the Clerk's Office to the following Counsel/s of record at their Office Address and the following parties:

<u>McCabe Trotter</u>	Esquire	_____	Esquire	_____
_____		_____		_____
_____		_____		_____
_____		_____		_____

DATED AT COLUMBIA, SOUTH CAROLINA

MASTER IN EQUITY

STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
	)	
COUNTY OF RICHLAND	)	C/A # 2014-CP-40-00847
	)	
Winrose Homeowners' Association,	)	
Inc.,	)	
	)	
Plaintiff,	)	
	)	
vs.	)	MOTION TO VACATE SALE
	)	
Devery A. Hale and Tina T. Hale,	)	
	)	
Defendants.	)	

RICHLAND COUNTY
 FILED
 2014 NOV -4 PM 1:31
 JEANNETTE W. MCBRIDE
 C.C.P. & G.S.

TO: ERIC C. HALE, ESQ., ATTORNEY FOR PLAINTIFF

YOU WILL PLEASE TAKE NOTICE, that Devery A. Hale and Tina T. Hale, "Defendants," will move before the Honorable Joseph M. Strickland, Master in Equity for Richland County, ten (10) days after service hereof, or as soon thereafter as may be heard, for an Order of Relief from Judicial Sale based on South Carolina Rules of Civil Procedure Rule 60(b)(5).

FACTS

Defendants Devery and Tina Hale have owned the property, located at 25 Caddis Creek Court, Irmo, South Carolina, since they executed the note and mortgage in 1998 for \$104,250. They got behind on their dues to the Winrose Homeowners' Association, and the Homeowners' Association filed an action for foreclosure on February 24, 2014. The property is currently worth \$128,000. (**Exhibit 1**). It was sold at public sale for \$3,036.00 on August 4, 2014.

STANDARD

"On motion and upon such terms as are just, the court may relieve a party or his legal representative from a final judgment, order, or proceeding [in the case of] mistake, inadvertence surprise, or excusable neglect . . . fraud, misrepresentation, or other misconduct of an adverse party;

[or if] it is no longer equitable that the judgement should have prospective application.” Rule 60(b)(5) SCRCp. “The determination of whether a judicial sale should be set aside is a matter left to the sound discretion of the trial court.” *Investors Sav. Bank v. Phelps*, 303 S.C. 15, 17, 397 S.E.2d 780, 781 (Ct. App. 1990). “An abuse of discretion occurs when the conclusions of the circuit court are either controlled by an error of law or are based on unsupported factual conclusions.” *Carson v. CSX Trans., Inc.*, 400 S.C. 221, 229, 734 S.E.2d 148, 152 (Ct. App. 2012).

ARGUMENT

Defendants Devery Hale and Tina Hale owned property located at 25 Caddis Creek Court. The public sale price for the property in the instant case was \$3,036. The note and mortgage executed in 1998 for the property was for \$104,250, and the property is worth \$128,000 as of October 31, 2014. (Exhibit 1). The sale price for this property is 2.37% of its current value, and 2.91% of the value of the note and mortgage.

A judicial sale will be set aside “when either: (1) the sale price ‘is so gross as to shock the conscience’ or (2) the sale ‘is accompanied by other circumstances warranting the interference of the court.’” *Wells Fargo Bank, NA. v. Turner*, 378 S.C. 147, 151, 662 S.E.2d 424, 425 (Ct. App. 2008)(citing *Poole v. Jefferson Standard Life Ins. Co.*, 174 S.C. 150, 177 S.E. 24 (1934)). Courts in South Carolina have been setting aside judicial sales based on “grossly inadequate” sales prices. *Id.* 378 at 151, 662 S.E.2d at 425. South Carolina courts “have consistently held that when foreclosure sales prices amount to less than ten percent of the actual value of the property, the discrepancy shocks the conscience of the court.” *Bloody Point Property Owners Ass’n, Inc. v. Ashton*, 410 S.C. 62, 762 S.E.2d 729, 734 (Ct. App. 2014).

In *Wells Fargo Bank, NA. v. Turner*, the South Carolina Court of Appeals decided that

evidence of a foreclosed note and mortgage for \$82,025 and a sale of \$3,000, shocked the conscience of the court. 378 S.C. 147, 662 S.E.2d 424. The bid was 3.65% of the original principal amount of the foreclosed note and mortgage. The bid for Defendants' home was \$3,036, a mere 2.91% of the value of the note and mortgage. In the *Turner* case, the court ruled that evidence of the foreclosed note and mortgage was sufficient evidence for the court to decide that the amount of the sale shocked the conscience of the court. The bid in the instant case is 2.91%, which is less than the 3.65% deemed to be grossly inadequate in the *Turner* case, and much less than 10%, a value that courts often consider to be grossly inadequate. *See id.*; *see also Bloody Point Property Owners Ass'n, Inc. v. Ashton*, 410 S.C. 62, 762 S.E.2d 729 (Ct. App. 2014). Therefore, the bid in the instant case is grossly inadequate and the judicial sale should be set aside because it shocks the conscience.

Section 15-39-870 of the South Carolina Code states that,

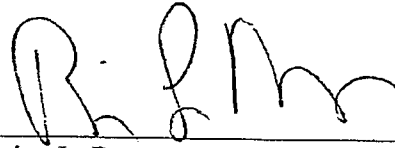
[u]pon the execution and delivery by the proper officer of the court of a deed for any property sold at a judicial sale under a decree of a court of competent jurisdiction the proceedings under which such sale is made shall be deemed res judicata as to any and all bona fide purchasers for value without notice, notwithstanding such sale may not subsequently be confirmed by the court.

S.C. Code Ann. § 15-39-870 (2005). Although evidence of a bona fide purchaser for value should be considered when discussing whether to vacate a sale, it is not an issue in the instant motion. When deciding whether a sale should be vacated for the reason that the sale price is unjust, the court should look to whether the sales price amounts to less than ten percent of the actual value of the property. *See Bloody Point Property Owners Ass'n, Inc. v. Ashton*, 410 S.C. 62, 762 S.E.2d 729 (Ct. App. 2014). Even if Plaintiff is deemed to be a bona fide purchaser, the execution of a sale for 2.91% of its note and mortgage, and 2.37% of its current value shocks the conscience of the court and should be vacated.

CONCLUSION

The public sale price is grossly inadequate and is so gross that it shocks the conscience.
Therefore, there is sufficient evidence to set aside judicial sale due to the inadequacy of the bid.

LAW OFFICES OF BRIAN L. BOGER

A handwritten signature in black ink, appearing to read 'B. L. Boger', written over a horizontal line.

Brian L. Boger
Phillip A. Curiale
Attorneys for Defendants
1331 Elmwood Ave, Suite 210
Columbia, SC 29201
Phone: 803-252-2880
Fax: 803-254-5025

November 4, 2014
Columbia, SC

EXHIBIT 1

Contract Price \$ 0 Date of Contract Is the property seller the owner of public record? ☐ Yes ☐ No Data Source(s) Richland Cty. Tax Rec

Is there any financial assistance (loan charges, sale concessions, gift or downpayment assistance, etc.) to be paid by any party on behalf of the borrower? ☐ Yes ☐ No

If Yes, report the total dollar amount and describe the items to be paid.

Note: Race and the racial composition of the neighborhood are not appraisal factors.

Neighborhood Characteristics				One-Unit Housing Trends				One-Unit Housing		Percent Land Use %		
Location	☐ Urban	☒ Suburban	☐ Rural	Property Values	☐ Increasing	☒ Stable	☐ Declining	PRICE	AGE	One-Unit	55 %	
Built-Up	☒ Over 75%	☐ 25-75%	☐ Under 25%	Demand/Supply	☐ Shortage	☒ In Balance	☐ Over Supply	\$ (000)	(yrs)	2-4 Unit	10 %	
Growth	☐ Rapid	☒ Stable	☐ Slow	Marketing Time	☐ Under 3 mths	☒ 3-6 mths	☐ Over 6 mths	105	Low	Multi-Family	5 %	
Neighborhood Boundaries <u>NORTH BY HOLLINGSHELD RD. EAST BY LOST CREEK</u>								130	High	50	Commercial	10 %
<u>RD. SOUTH BY BROAD RIVER RD. WEST BY I-26</u>								115	Pred.	25	Other	20 %
Neighborhood Description <u>The subject neighborhood is located within reasonable proximity to shopping, houses of worship, schools, employment centers, and recreational facilities. Location is 15 miles north of the Central Business District of the City of Columbia, SC.</u>												
Market Conditions (Including support for the above conclusions) <u>I HAVE CONSIDERED RELEVANT COMPETITIVE LISTINGS AND OR CONTRACT OFFERINGS IN THE PERFORMANCE OF THIS APPRAISAL AND THE TRENDING INFORMATION REPORTED IN THIS SECTION. * "OTHER" PERCENT LAND USE IS VACANT LAND.</u>												
Dimensions <u>37.1X150.3X142.9X142.9</u>				Area <u>12358 sf</u>		Shape <u>GEN RECTANG.</u> View <u>N:Res:Res</u>						
Specific Zoning Classification <u>RS-1 Residential</u>				Zoning Description <u>Single Family Residential</u>								
Zoning Compliance ☒ Legal ☐ Legal Nonconforming (Grandfathered Use) ☐ No Zoning ☐ Illegal (describe)												
Is the highest and best use of the subject property as improved (or as proposed per plans and specifications) the present use? ☒ Yes ☐ No If No, describe												
<u>SINGLE FAMILY RESIDENTIAL.</u>												
Utilities Public Other (describe)				Public Other (describe)				Off-site Improvements—Type Public Private				
Electricity ☒ ☐ ☐ Water ☒ ☐ ☐				Street <u>Asphalt/pub</u> ☒ ☐								
Gas ☒ ☐ ☐ Sanitary Sewer ☒ ☐ ☐				Alley <u>NONE</u> ☐ ☐								
FEMA Special Flood Hazard Area ☐ Yes ☒ No FEMA Flood Zone ☒				FEMA Map # <u>4501700040 H</u>				FEMA Map Date <u>07/17/1995</u>				
Are the utilities and off-site improvements typical for the market area? ☒ Yes ☐ No If No, describe												
Are there any adverse site conditions or external factors (easements, encroachments, environmental conditions, land uses, etc.)? ☐ Yes ☒ No If Yes, describe												
<u>SITE IS TYPICAL IN SIZE; TOPOGRAPHY IS AVERAGE FOR THE SUBDIVISION. NO ADVERSE EASEMENTS OR ENCROACHMENTS NOTED THAT ADVERSELY AFFECT VALUE OR MARKETABILITY.</u>												
Source(s) Used for Physical Characteristics of Property				Appraisal Files ☒ MLS ☒ Assessment and Tax Records				Prior Inspection ☐ Property Owner				
☒ Other (describe) <u>Inspection from street (10/31/14)</u>				Data Source(s) for Gross Living Area <u>1561</u>								
General Description		General Description		Heating/Cooling		Amenities		Car Storage				
Units ☒ One ☐ One with Accessory Unit	☐ Concrete Slab ☒ Crawl Space	☒ FWA ☐ HWB	☒ Fireplace(s) # <u>1</u>	☐ None								
# of Stories <u>1.5</u>	☐ Full Basement ☐ Finished	☐ Radiant	☐ Woodstove(s) # <u>0</u>	☒ Driveway # of Cars <u>2</u>								
Type ☒ Det. ☐ Att. ☐ S-Det./End Unit	☐ Partial Basement ☐ Finished	☐ Other	☒ Patio/Deck <u>deck</u>	Driveway Surface <u>Concrete</u>								
☒ Existing ☐ Proposed ☐ Under Const.	Exterior Walls <u>Vinyl/Avg</u>	Fuel <u>ELEC</u>	☒ Porch <u>front</u>	☒ Garage # of Cars <u>2</u>								
Design (Style) <u>Traditional</u>	Roof Surface <u>Composition/avg</u>	☒ Central Air Conditioning	☒ Pool <u>unknown</u>	Carport # of Cars <u>0</u>								
Year Built <u>1998</u>	Gutters & Downspouts <u>none</u>	☐ Individual	☒ Fence <u>wood</u>	☒ Attached ☐ Detached								
Effective Age (Yrs) <u>6</u>	Window Type <u>Vinyl/S.H.Avg.</u>	☐ Other	☐ Other <u>none</u>	☐ Built-in								
Appliances ☐ Refrigerator ☒ Range/Oven ☒ Dishwasher ☒ Disposal ☐ Microwave ☐ Washer/Dryer ☒ Other (describe) <u>vent fan</u>												
Finished area above grade contains: <u>6</u> Rooms <u>3</u> Bedrooms <u>2.0</u> Bath(s) <u>1.561</u> Square Feet of Gross Living Area Above Grade												
Additional features (special energy efficient items, etc.) <u>Subject meets 1993 Building Efficiency Standards Act guidelines.</u>												
Describe the condition of the property and data source(s) (including apparent needed repairs, deterioration, renovations, remodeling, etc.).												
<u>C3: BASED ONLY ON AN EXTERIOR INSPECTION THE PHYSICAL CONDITION IS AVERAGE. WITH WHAT IS CONSIDERED NORMAL PHYSICAL AS WELL AS FUNCTIONAL INADEQUACIES FOR A PROPERTY THE AGE AND DESIGN OF THE SUBJECT CONSIDERING QUALITY OF MATERIALS AND WORKMANSHIP IN RELATION TO OTHERS.</u>												
Are there any apparent physical deficiencies or adverse conditions that affect the livability, soundness, or structural integrity of the property? ☒ Yes ☐ No												
If Yes, describe <u>Environmental factors that typically have a negative influence on value were not observed or known. The appraisal does not guarantee that the property is free of defects or environmental problems.</u>												
Does the property generally conform to the neighborhood (functional utility, style, condition, use, construction, etc.)? ☒ Yes ☐ No If No, describe												
<u>Design & appeal, as well as construction quality, are in keeping with all other properties in the subdivision.</u>												

LOCATION	1N:KES:KES	1N:KES:KES	1N:KES:KES	1N:KES:KES
Leasehold/Fee Simple	Fee Simple	Fee Simple	Fee Simple	Fee Simple
Site	12358 sf	8250 sf	08200 sf	09745 sf
View	N:Res:Res	N:Res:Res	N:Res:Res	N:Res:Res
Design (Style)	DT1.5;Tradit'l	DT1;Tradit'l	0DT1;Tradit'l	0DT1;Tradit'l
Quality of Construction	Q3	Q3	Q3	Q3
Actual Age	16	15	013	019
Condition	C3	C3	C4	+5,500 C4
Above Grade	Total Bdrms. Baths	Total Bdrms. Baths	Total Bdrms. Baths	Total Bdrms. Baths
Room Count	6 3 2.0	6 3 2.0	6 3 2.0	6 3 2.0
Gross Living Area	1,561 sq. ft.	1,307 sq. ft.	+5,080 1,210 sq. ft.	+7,020 1,364 sq. ft.
Basement & Finished	0sf	0sf	0sf	0sf
Rooms Below Grade	0rr0br0.0ba0o	0rr0br0.0ba0o	0rr0br0.0ba0o	0rr0br0.0ba0o
Functional Utility	Average	Average	Average	Average
Heating/Cooling	Fwa/Central	Fwa/Central	Fwa/Central	Fwa/Central
Energy Efficient Items	Ins1/Ins1 Wind	Ins1/Ins1 Wind	Ins1/Ins1 Wind	Ins1/Ins1 Wind
Garage/Carport	2ga2dw	2dw	+5,500 2dw	+5,500 2ga2dw
Porch/Patio/Deck	Porch/Deck	Porch / Patio	+2,000 Porch/Deck	Porches +3,500
KITCHEN	ro mw dw ds	ro mw dw ds	ro mw dw ds	ro mw dw ds
LANDSCAPING	Modest/Fence	Modest/Fence	Modest/Fence	Modest/Fence
FIREPLACE	1 fireplace	None	+1,500 1 fireplace	1 fireplace
Net Adjustment (Total)		[X] + - s 14,080	[X] + - s 18,020	[X] + - s 12,940
Adjusted Sale Price of Comparables		Net Adj. 12.30 % Gross Adj. 12.30 % s 128,600	Net Adj. 16.38 % Gross Adj. 16.38 % s 128,000	Net Adj. 10.98 % Gross Adj. 10.98 % s 130,800
I [X] did not research the sale or transfer history of the subject property and comparable sales. If not, explain Public records and Richland County Assessor's records indicate the last recording of a transfer was 05/06/1998, FOR \$104,250. No sales of the three comps during prior year.				
My research did [X] did not reveal any prior sales or transfers of the subject property for the three years prior to the effective date of this appraisal.				
Data Source(s) Richland County tax assessors records, CMLS.				
My research did [X] did not reveal any prior sales or transfers of the comparable sales for the year prior to the date of sale of the comparable sale.				
Data Source(s) Richland County tax assessors records as well as CMLS records.				
Report the results of the research and analysis of the prior sale or transfer history of the subject property and comparable sales (report additional prior sales on page 3).				
ITEM	SUBJECT	COMPARABLE SALE # 1	COMPARABLE SALE # 2	COMPARABLE SALE # 3
Date of Prior Sale/Transfer				
Price of Prior Sale/Transfer				
Data Source(s)	CMLS/Rich Cty Tx Rcd	CMLS/Rich Cty Tx Rcd	CMLS/Rich Cty Tx Rcd	CMLS/Rich Cty Tx Rcd
Effective Date of Data Source(s)	10/31/2014	10/31/2014	10/31/2014	10/31/2014
Analysis of prior sale or transfer history of the subject property and comparable sales The analysis of the sales/transfer information for the subject property was obtained from CMLS and Richland County Tax Records, as of 10/31/2014. The analysis of the sales information stated in the grid was limited to CMLS and Richland County Tax Records as of 10/31/2014.				
Summary of Sales Comparison Approach All comparables used are closed sales, located within the same market area as the subject, with similar market conditions. The comps are all considered to be good indicators of value. Appropriate adjustments have been made for all known and/or observed differences and were extracted from the market based on paired sales data. All sales were given equal weight in estimating the market value.				
Indicated Value by Sales Comparison Approach \$128,000				
Indicated Value by: Sales Comparison Approach \$ 128,000 Cost Approach (If developed) \$ Income Approach (If developed) \$				
MARKET APPROACH IS THE BEST INDICATOR OF VALUE, WHICH SHOWS THE TYPICAL BUYER AND SELLER REACTION IN THE MARKETPLACE. THE INCOME APPROACH WAS NOT USED DUE TO THE LACK OF AVAILABLE DATA ON SIMILAR RENTAL PROPERTY.				
This appraisal is made [X] "as is", subject to completion per plans and specifications on the basis of a hypothetical condition that the improvements have been completed, subject to the following repairs or alterations on the basis of a hypothetical condition that the repairs or alterations have been completed, or subject to the following required inspection based on the extraordinary assumption that the condition or deficiency does not require alteration or repair: NO				
CONDITIONS				
Based on a visual inspection of the exterior areas of the subject property from at least the street, defined scope of work, statement of assumptions and limiting conditions, and appraiser's certification, my (our) opinion of the market value, as defined, of the real property that is the subject of this report is \$128,000, as of 10/31/2014, which is the date of inspection and the effective date of this appraisal.				

NATIONAL COMMENTARY
 COST APPROACH
 INCOME
 PUD INFORMATION

PROVIDING RELEVANT COMPETITIVE LISTING/CONTRACT DATA. THE LIST TO SALES
 UNUSUAL SELLER FINANCING CONCESSIONS/BUYDOWNS THAT IMPACT MARKET. THE LIST TO SALES
 RATIO IS 97%. TYPICAL DAYS ON MARKET IS 180. THE MARKETING TIME TREND IS STABLE. INTEREST
 RATES FROM 3.50% TO 7.25%. 30 YEARS FIXED RATE LOANS.

THE APPRAISER HAS NO
 CURRENT OR PROSPECTIVE INTEREST IN THE SUBJECT PROPERTY OR THE PARTIES INVOLVED. THE
 APPRAISER HAS NOT PROVIDED ANY SERVICES AS AN APPRAISER OR IN ANY OTHER CAPACITY ON THE
 SUBJECT PROPERTY WITHIN THE PRIOR THREE YEAR PERIOD IMMEDIATELY PRECEDING ACCEPTANCE OF
 THIS ASSIGNMENT. THE APPRAISER HAS "NOT" AGREED WITH THE CLIENT TO KEEP ANY PRIOR
 ASSIGNMENTS CONFIDENTIAL.

THE TYPICAL EXPOSURE TIME FOR SIMILAR HOMES IN THIS AREA IS (3-6 MONTHS). THE DEFINITION OF
 EXPOSURE TIME USED WAS TAKEN FROM THE DEFINITIONS SECTION OF THE 2012-2013 VERSION OF
 USPAP.

COST APPROACH TO VALUE (not required by Fannie Mae)

Provide adequate information for the lender/client to replicate the below cost figures and calculations.

Support for the opinion of site value (summary of comparable land sales or other methods for estimating site value) n/a

ESTIMATED	REPRODUCTION OR	REPLACEMENT COST NEW	OPINION OF SITE VALUE	= \$
Source of cost data			Dwelling	1,561 Sq. Ft. @ \$ = \$
Quality rating from cost service <u>AVG</u> Effective date of cost data			Sq. Ft. @ \$	= \$
Comments on Cost Approach (gross living area calculations, depreciation, etc.)			Garage/Carport	Sq. Ft. @ \$ = \$
DUE TO AGE OF SUBJECT, THE REPLACEMENT COST WAS NOT CONSIDERED A FACTOR IN ESTIMATING MARKET VALUE, THEREFORE, NOT USED. PROPERTY CONFORMS TO APPLICABLE HUD/VA PROPERTY STANDARDS, WITH NO CONDITIONS.			Total Estimate of Cost-New	= \$
			Less Physical Functional External	
			Depreciation	= \$ ()
			Depreciated Cost of Improvements	= \$
Estimated Remaining Economic Life (HUD and VA only) <u>60</u> Years			"As-is" Value of Site Improvements	= \$
			Indicated Value By Cost Approach	= \$

INCOME APPROACH TO VALUE (not required by Fannie Mae)

Estimated Monthly Market Rent	<u>5</u>	X Gross Rent Multiplier	= \$	Indicated Value by Income Approach
Summary of Income Approach (including support for market rent and GRM)				

PROJECT INFORMATION FOR PUDs (If applicable)

Is the developer/builder in control of the Homeowners' Association (HOA)? ☐ Yes ☒ No Unit type(s) ☒ Detached ☐ Attached

Provide the following information for PUDs ONLY if the developer/builder is in control of the HOA and the subject property is an attached dwelling unit.

Legal name of project

Total number of phases	Total number of units	Total number of units sold
Total number of units rented	Total number of units for sale	Data Source(s)

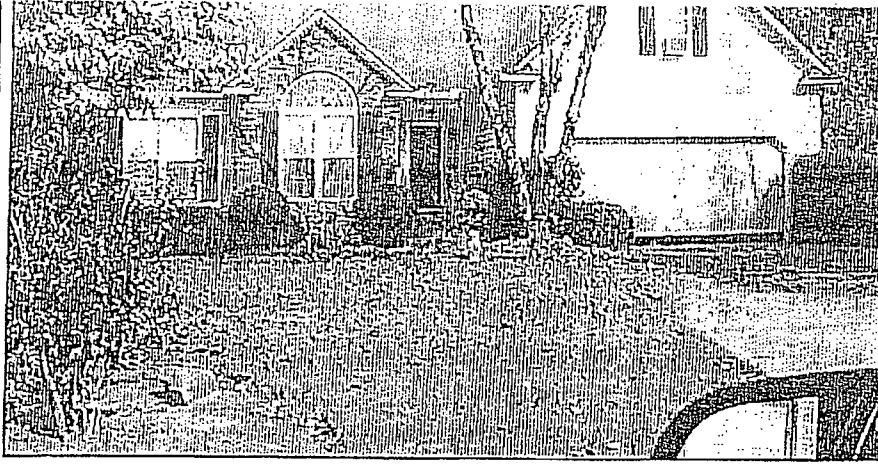
Was the project created by the conversion of existing building(s) into a PUD? ☐ Yes ☐ No If Yes, date of conversion

Does the project contain any multi-dwelling units? ☐ Yes ☐ No Data Source(s)

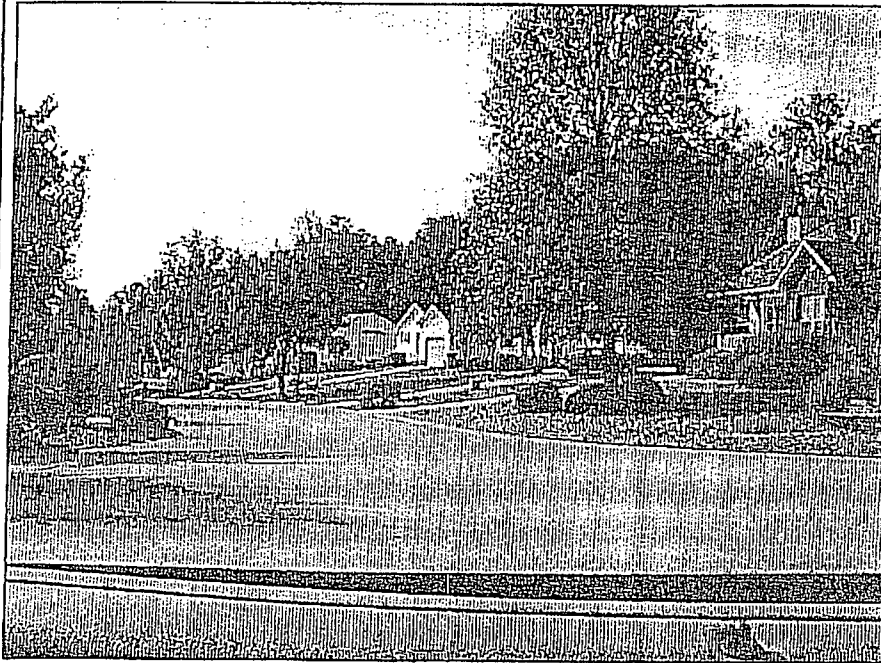
Are the units, common elements, and recreation facilities complete? ☐ Yes ☐ No If No, describe the status of completion.

Are the common elements leased to or by the Homeowners' Association? ☐ Yes ☐ No If Yes, describe the rental terms and options.

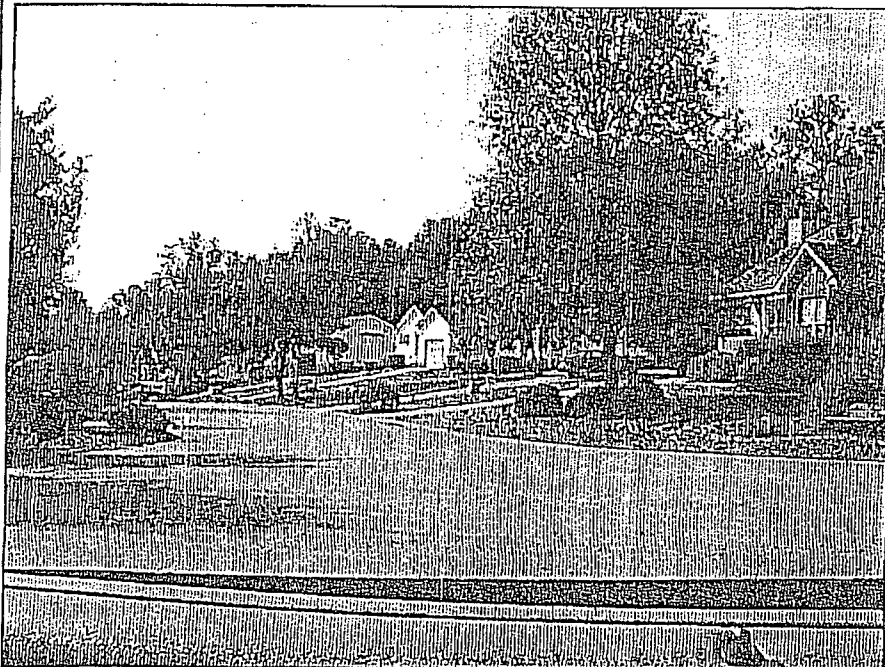
Describe common elements and recreational facilities **COMMON AREA MAINTENANCE**



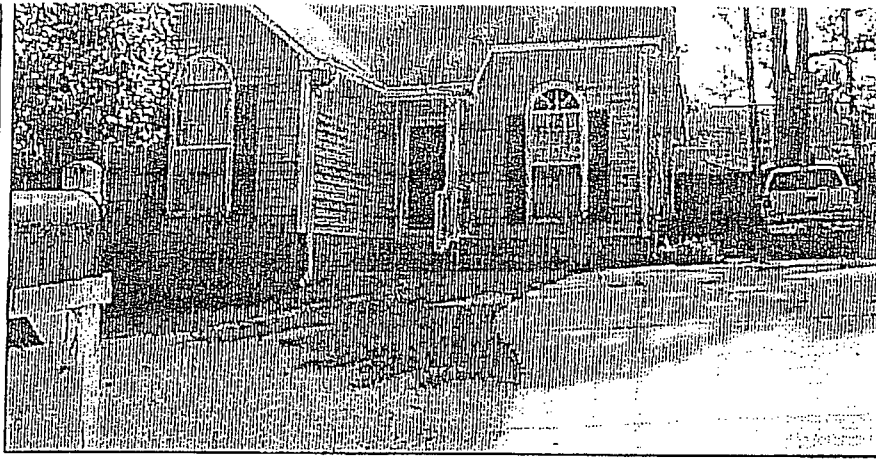
FRONT VIEW OF
SUBJECT PROPERTY



REAR VIEW OF
SUBJECT PROPERTY



STREET SCENE OF
SUBJECT PROPERTY



Price \$114,500
 Price/SF 87.61
 Date s03/14;c02/14
 Age 15
 Room Count 6-3-2.0
 Living Area 1,307
 Value Indication \$128,600

COMPARABLE #2

207 CADDIS CREEK ROAD
 Irmo, SC 29063-8139

Price \$110,000
 Price/SF 90.91
 Date s01/14;c11/13
 Age 15
 Room Count 6-3-2.0
 Living Area 1,210

Value Indication \$128,000



COMPARABLE #3

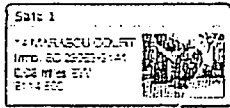
201 STAMPORT CIRCLE
 Irmo, SC 29063-9393

Price \$117,900
 Price/SF 86.44
 Date s05/14;c05/14
 Age 19
 Room Count 6-3-2.0
 Living Area 1,364

Value Indication \$130,800



Caddis Creek Rd



Hornberg Ct

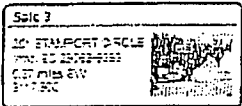
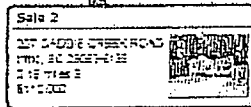
Marabou Ct

Caddis Creek Ct

Caddis Creek Rd

Lykes Ln

Stampout Circle
Riverwalk Way



Brafield Pl

er Dr

Lykes Ln

Bucktail Dr
Clouser Dr

Riverwalk Way

Redington Way

500 Feet

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new foundation and recycled materials and the recycled components have been rehabilitated/re-manufactured into the new condition. Newly constructed improvements that have not been previously occupied are not considered "new" if they have significant physical depreciation (i.e., newly constructed dwellings that have been vacant for an extended period of time without adequate maintenance or upkeep).

C2 - The improvements feature no deferred maintenance, little or no physical depreciation, and require no repairs. Virtually all building components are new or have been recently repaired, refinished, or rehabilitated. All outdated components and finishes have been updated and/or replaced with components that meet current standards. Dwellings in this category either are almost new or have been recently completely renovated and are similar in condition to new construction.

**Note: The improvements represent a relatively new property that is well maintained with no deferred maintenance and little or no physical depreciation, or an older property that has been recently completely renovated.*

C3 - The improvements are well maintained and feature limited physical depreciation due to normal wear and tear. Some components, but not every major building component, may be updated or recently rehabilitated. The structure has been well maintained.

**Note: The improvement is in its first-cycle of replacing short-lived building components (appliances, floor coverings, HVAC, etc.) and is being well maintained. Its estimated effective age is less than its actual age. It also may reflect a property in which the majority of short-lived building components have been replaced but not to the level of a complete renovation.*

C4 - The improvements feature some minor deferred maintenance and physical deterioration due to normal wear and tear. The dwelling has been adequately maintained and requires only minimal repairs to building components/mechanical systems and cosmetic repairs. All major building components have been adequately maintained and are functionally adequate.

**Note: The estimated effective age may be close to or equal to its actual age. It reflects a property in which some of the short-lived building components have been replaced, and some short-lived building components are at or near the end of their physical life expectancy; however, they still function adequately. Most minor repairs have been addressed on an ongoing basis resulting in an adequately maintained property.*

C5 - The improvements feature obvious deferred maintenance and are in need of some significant repairs. Some building components need repairs, rehabilitation, or updating. The functional utility and overall livability is somewhat diminished due to condition, but the dwelling remains useable and functional as a residence.

**Note: Some significant repairs are needed to the improvements due to the lack of adequate maintenance. It reflects a property in which many of its short-lived building components are at the end of or have exceeded their physical life expectancy but remain functional.*

C6 - The improvements have substantial damage or deferred maintenance with deficiencies or defects that are severe enough to affect the safety, soundness, or structural integrity of the improvements. The improvements are in need of substantial repairs and rehabilitation, including many or most major components.

**Note: Substantial repairs are needed to the improvements due to the lack of adequate maintenance or property damage. It reflects a property with conditions severe enough to affect the safety, soundness, or structural integrity of the improvements.*

Quality Ratings and Definitions

Q1 - Dwellings with this quality rating are usually unique structures that are individually designed by an architect for a specified use. Such residences typically are constructed from detailed architectural plans and specifications and feature an exceptionally high level of workmanship and exceptionally high-grade materials throughout the interior and exterior of the structure. The design features exceptionally high-quality exterior refinements and ornamentation, and exceptionally high-quality interior refinements. The workmanship, materials, and finishes throughout the dwelling are exceptionally high quality.

Q2 - Dwellings with this quality rating are often custom designed for construction on an individual property owner's site. However, dwellings in this quality grade are also found in high-quality tract developments featuring residences constructed from individual plans or from highly modified or upgraded plans. The design features detailed high-quality exterior ornamentation, high-quality interior refinements, and detail. The workmanship, materials, and finishes throughout the dwelling are of exceptionally high quality.

Q3 - Dwellings with this quality rating are residences of higher quality built from individual or readily available designer plans in above-standard residential tract developments or on an individual property owner's site. The design includes significant exterior ornamentation and interiors that are well finished. The workmanship exceeds acceptable standards and many materials and finishes throughout the dwelling have been upgraded from "stock" standards.

Q4 - Dwellings with this quality rating meet or exceed the requirements of applicable building codes. Standard or modified standard building plans are utilized and the design includes adequate fenestration and some exterior ornamentation and interior refinements. Materials, workmanship, finish, and equipment are of stock or builder grade and may feature some upgrades.

Q5 - Dwellings with this quality rating feature economy of construction and basic functionality as main considerations. Such dwellings feature a plain design using readily available or basic floor plans featuring minimal fenestration and basic finishes with minimal exterior ornamentation and limited interior detail. These dwellings meet minimum building codes and are constructed with inexpensive, stock materials with limited refinements and upgrades.

Q6 - Dwellings with this quality rating are of basic quality and lower cost; some may not be suitable for year-round occupancy. Such dwellings are often built with simple plans or without plans, often utilizing the lowest quality building materials. Such dwellings are often built or expanded by persons who are professionally unskilled or possess only minimal construction skills. Electrical, plumbing, and other mechanical systems and equipment may be minimal or non-existent. Older dwellings may feature one or more substandard non-conforming additions to the original structure.

Definitions of Not Updated, Updated, and Remodeled

Not Updated - Little or no updating or modernization. This description includes, but is not limited to, new homes. Residential properties of fifteen years of age or less often reflect an original condition with no updating. If no major components have been replaced or updated. Those over fifteen years of age are also considered not updated if the appliances, fixtures, and finishes are predominantly dated. An area that is 'Not Updated' may still be well maintained and fully functional, and this rating does not necessarily imply deferred maintenance or physical/functional deterioration.

Updated - The area of the home has been modified to meet current market expectations. These modifications are limited in terms of both scope and cost. An updated area of the home should have an improved look and feel, or functional utility. Changes that constitute updates include refurbishment and/or replacing components to meet existing market expectations. Updates do not include significant alterations to the existing structure.

Remodeled - Significant finish and/or structural changes have been made that increase utility and appeal through complete replacement and/or expansion. A remodeled area reflects fundamental changes that include multiple alterations. These alterations may include some or all of the following: replacement of a major component (cabinet(s), bathtub, or bathroom tile), relocation of plumbing/gas fixtures/appliances, significant structural alterations (relocating walls and/or the addition of square footage). This would include a complete gutting and rebuild.

Explanation of Bathroom Count

Three-quarter baths are counted as a full bath in all cases. Quarter baths (baths that feature only a toilet) are not included in the bathroom count. The number of full and half baths is reported by separating the two values using a period, where the full bath count is represented to the left of the period and the half bath count is represented to the right of the period.

Example: 3.2 indicates three full baths and two half baths

Cash	Cash	
Comm	Commercial Influence	Location
Conv	Conventional	Sale or Financing Concessions
cp	Carport	Garage/Carport
CrtOrd	Court Ordered Sale	Sale or Financing Concession
CitySky	City View Skyline View	View
CityStr	City Street View	View
cv	Covered	Garage/Carport
DOM	Days On Market	Data Sources
DT	Detached Structure	Design (Style)
dw	Driveway	Garage/Carport
e	Expiration Date	Date of Sale/Time
Estate	Estate Sale	Sale or Financing Concessions
FHA	Federal Housing Administration	Sale or Financing Concessions
G	Garage	Garage/Carport
ga	Attached Garage	Garage/Carport
gbi	Built-In Garage	Garage/Carport
gd	Detached Garage	Garage/Carport
Glfcse	Golf Course	Location
Glfcw	Golf Course View	View
GR	Garden	Design (Style)
HR	High Rise	Design (Style)
in	Interior Only Stairs	Basement & Finished Rooms Below Grade
Ind	Industrial	Location & View
Listing	Listing	Sale or Financing Concessions
Landfl	Landfill	Location
LidSght	Limited Sight	View
MR	Mid Rise	Design (Style)
Min	Mountain View	View
N	Neutral	Location & View
NonArm	Non-Arms Length Sale	Sale or Financing Concessions
o	Other	Basement & Finished Rooms Below Grade
O	Other	Design (Style)
op	Open	Garage/Carport
Prk	Park View	View
Psttl	Pastoral View	View
PubTrn	Public Transportation	Location
PwrLn	Power Lines	View
Relo	Relocation Sale	Sale or Financing Concessions
REO	REO Sale	Sale or Financing Concessions
Res	Residential	Location & View
RH	USDA - Rural Housing	Sale or Financing Concessions
rr	Recreational (Rec) Room	Basement & Finished Rooms Below Grade
s	Settlement Date	Date of Sale/Time
sf	Square Feet	Area, Silo, Basement
Short	Short Sale	Sale or Financing Concessions
Unk	Unknown	Date of Sale/Time
VA	Veterans Administration	Sale or Financing Concessions
w	Withdraw Date	Date of Sale/Time
wo	Walk Out Basement	Basement & Finished Rooms Below Grade
Woods	Woods View	View
Wtr	Water View	View
WtrFr	Water Frontage	Location
wu	Walk Up Basement	Basement & Finished Rooms Below Grade

reporting requirements of this appraisal report form, including the following definition of market value, statement of assumptions and limiting conditions, and certifications. The appraiser must, at a minimum: (1) perform a visual inspection of the exterior areas of the subject property from at least the street, (2) inspect the neighborhood, (3) inspect each of the comparable sales from at least the street, (4) research, verify, and analyze data from reliable public and/or private sources, and (5) report his or her analysis, opinions, and conclusions in this appraisal report.

The appraiser must be able to obtain adequate information about the physical characteristics (including, but not limited to, condition, room count, gross living area, etc.) of the subject property from the exterior-only inspection and reliable public and/or private sources to perform this appraisal. The appraiser should use the same type of data sources that he or she uses for comparable sales such as, but not limited to, multiple listing services, tax and assessment records, prior inspections, appraisal files, information provided by the property owner, etc.

INTENDED USE: The intended use of this appraisal report is for the lender/client to evaluate the property that is the subject of this appraisal for a mortgage finance transaction.

INTENDED USER: The intended user of this appraisal report is the lender/client.

DEFINITION OF MARKET VALUE: The most probable price which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller, each acting prudently, knowledgeably and assuming the price is not affected by undue stimulus. Implicit in this definition is the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby: (1) buyer and seller are typically motivated; (2) both parties are well informed or well advised, and each acting in what he or she considers his or her own best interest; (3) a reasonable time is allowed for exposure in the open market; (4) payment is made in terms of cash in U. S. dollars or in terms of financial arrangements comparable thereto; and (5) the price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions* granted by anyone associated with the sale.

*Adjustments to the comparables must be made for special or creative financing or sales concessions. No adjustments are necessary for those costs which are normally paid by sellers as a result of tradition or law in a market area; these costs are readily identifiable since the seller pays these costs in virtually all sales transactions. Special or creative financing adjustments can be made to the comparable property by comparisons to financing terms offered by a third party institutional lender that is not already involved in the property or transaction. Any adjustment should not be calculated on a mechanical dollar for dollar cost of the financing or concession but the dollar amount of any adjustment should approximate the market's reaction to the financing or concessions based on the appraiser's judgment.

STATEMENT OF ASSUMPTIONS AND LIMITING CONDITIONS: The appraiser's certification in this report is subject to the following assumptions and limiting conditions:

1. The appraiser will not be responsible for matters of a legal nature that affect either the property being appraised or the title to it, except for information that he or she became aware of during the research involved in performing this appraisal. The appraiser assumes that the title is good and marketable and will not render any opinions about the title.
2. The appraiser has examined the available flood maps that are provided by the Federal Emergency Management Agency (or other data sources) and has noted in this appraisal report whether any portion of the subject site is located in an identified Special Flood Hazard Area. Because the appraiser is not a surveyor, he or she makes no guarantees, express or implied, regarding this determination.
3. The appraiser will not give testimony or appear in court because he or she made an appraisal of the property in question, unless specific arrangements to do so have been made beforehand, or as otherwise required by law.
4. The appraiser has noted in this appraisal report any adverse conditions (such as needed repairs, deterioration, the presence of hazardous wastes, toxic substances, etc.) observed during the inspection of the subject property or that he or she became aware of during the research involved in performing this appraisal. Unless otherwise stated in this appraisal report, the appraiser has no knowledge of any hidden or unapparent physical deficiencies or adverse conditions of the property (such as, but not limited to, needed repairs, deterioration, the presence of hazardous wastes, toxic substances, adverse environmental conditions, etc.) that would make the property less valuable, and has assumed that there are no such conditions and makes no guarantees or warranties, express or implied. The appraiser will not be responsible for any such conditions that do exist or for any engineering or testing that might be required to discover whether such conditions exist. Because the appraiser is not an expert in the field of environmental hazards, this appraisal report must not be considered as an environmental assessment of the property.
5. The appraiser has based his or her appraisal report and valuation conclusion for an appraisal that is subject to satisfactory completion, repairs, or alterations on the assumption that the completion, repairs, or alterations of the subject property will be performed in a professional manner.

4. I developed my opinion of the market value of the real property that is the subject of this report based on the sales comparison approach to value. I have adequate comparable market data to develop a reliable sales comparison approach for this appraisal assignment. I further certify that I considered the cost and income approaches to value but did not develop them, unless otherwise indicated in this report.

5. I researched, verified, analyzed, and reported on any current agreement for sale for the subject property, any offering for sale of the subject property in the twelve months prior to the effective date of this appraisal, and the prior sales of the subject property for a minimum of three years prior to the effective date of this appraisal, unless otherwise indicated in this report.

6. I researched, verified, analyzed, and reported on the prior sales of the comparable sales for a minimum of one year prior to the date of sale of the comparable sale, unless otherwise indicated in this report.

7. I selected and used comparable sales that are locationally, physically, and functionally the most similar to the subject property.

8. I have not used comparable sales that were the result of combining a land sale with the contract purchase price of a home that has been built or will be built on the land.

9. I have reported adjustments to the comparable sales that reflect the market's reaction to the differences between the subject property and the comparable sales.

10. I verified, from a disinterested source, all information in this report that was provided by parties who have a financial interest in the sale or financing of the subject property.

11. I have knowledge and experience in appraising this type of property in this market area.

12. I am aware of, and have access to, the necessary and appropriate public and private data sources, such as multiple listing services, tax assessment records, public land records and other such data sources for the area in which the property is located.

13. I obtained the information, estimates, and opinions furnished by other parties and expressed in this appraisal report from reliable sources that I believe to be true and correct.

14. I have taken into consideration the factors that have an impact on value with respect to the subject neighborhood, subject property, and the proximity of the subject property to adverse influences in the development of my opinion of market value. I have noted in this appraisal report any adverse conditions (such as, but not limited to, needed repairs, deterioration, the presence of hazardous wastes, toxic substances, adverse environmental conditions, etc.) observed during the inspection of the subject property or that I became aware of during the research involved in performing this appraisal. I have considered these adverse conditions in my analysis of the property value, and have reported on the effect of the conditions on the value and marketability of the subject property.

15. I have not knowingly withheld any significant information from this appraisal report and, to the best of my knowledge, all statements and information in this appraisal report are true and correct.

16. I stated in this appraisal report my own personal, unbiased, and professional analysis, opinions, and conclusions, which are subject only to the assumptions and limiting conditions in this appraisal report.

17. I have no present or prospective interest in the property that is the subject of this report, and I have no present or prospective personal interest or bias with respect to the participants in the transaction. I did not base, either partially or completely, my analysis and/or opinion of market value in this appraisal report on the race, color, religion, sex, age, marital status, handicap, familial status, or national origin of either the prospective owners or occupants of the subject property or of the present owners or occupants of the properties in the vicinity of the subject property or on any other basis prohibited by law.

18. My employment and/or compensation for performing this appraisal or any future or anticipated appraisals was not conditioned on any agreement or understanding, written or otherwise, that I would report (or present analysis supporting) a predetermined specific value, a predetermined minimum value, a range or direction in value, a value that favors the cause of any party, or the attainment of a specific result or occurrence of a specific subsequent event (such as approval of a pending mortgage loan application).

19. I personally prepared all conclusions and opinions about the real estate that were set forth in this appraisal report. If I relied on significant real property appraisal assistance from any individual or individuals in the performance of this appraisal or the preparation of this appraisal report, I have named such individual(s) and disclosed the specific tasks performed in this appraisal report. I certify that any individual so named is qualified to perform the tasks. I have not authorized anyone to make a change to any item in this appraisal report; therefore, any change made to this appraisal is unauthorized and I will take no responsibility for it.

23. The borrower, another lender at the request of the borrower, the mortgagee or its successors and assigns, mortgage insurers, government sponsored enterprises, and other secondary market participants may rely on this appraisal report as part of any mortgage finance transaction that involves any one or more of these parties.

24. If this appraisal report was transmitted as an "electronic record" containing my "electronic signature," as those terms are defined in applicable federal and/or state laws (excluding audio and video recordings), or a facsimile transmission of this appraisal report containing a copy or representation of my signature, the appraisal report shall be as effective, enforceable and valid as if a paper version of this appraisal report were delivered containing my original hand written signature.

25. Any intentional or negligent misrepresentation(s) contained in this appraisal report may result in civil liability and/or criminal penalties including, but not limited to, fine or imprisonment or both under the provisions of Title 18, United States Code, Section 1001, et seq., or similar state laws.

SUPERVISORY APPRAISER'S CERTIFICATION: The Supervisory Appraiser certifies and agrees that:

1. I directly supervised the appraiser for this appraisal assignment, have read the appraisal report, and agree with the appraiser's analysis, opinions, statements, conclusions, and the appraiser's certification.

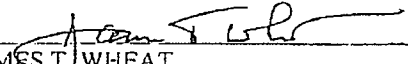
2. I accept full responsibility for the contents of this appraisal report including, but not limited to, the appraiser's analysis, opinions, statements, conclusions, and the appraiser's certification.

3. The appraiser identified in this appraisal report is either a sub-contractor or an employee of the supervisory appraiser (or the appraisal firm), is qualified to perform this appraisal, and is acceptable to perform this appraisal under the applicable state law.

4. This appraisal report complies with the Uniform Standards of Professional Appraisal Practice that were adopted and promulgated by the Appraisal Standards Board of The Appraisal Foundation and that were in place at the time this appraisal report was prepared.

5. If this appraisal report was transmitted as an "electronic record" containing my "electronic signature," as those terms are defined in applicable federal and/or state laws (excluding audio and video recordings), or a facsimile transmission of this appraisal report containing a copy or representation of my signature, the appraisal report shall be as effective, enforceable and valid as if a paper version of this appraisal report were delivered containing my original hand written signature.

APPRAISER

Signature 
Name JAMES T. WHEAT
Company Name SC APPRAISAL SERVICE LLC
Company Address PO BOX 210545
COLUMBIA, SC 29221-0545
Telephone Number 803-798-8621
Email Address scappraisalservice@sc.rr.com
Date of Signature and Report 11/03/2014
Effective Date of Appraisal 10/31/2014
State Certification # CR 467
or State License # _____
or Other (describe) _____ State # _____
State SC
Expiration Date of Certification or License 06/30/2016
ADDRESS OF PROPERTY APPRAISED
25 Caddis Creek Court
Irmo, SC 29063-8140

APPRAISED VALUE OF SUBJECT PROPERTY \$ 128,000

LENDER/CLIENT

Name No AMC
Company Name Brian Boger
Company Address 1331 Elmwood Ave
Columbia, SC 29201
Email Address _____

SUPERVISORY APPRAISER (ONLY IF REQUIRED)

Signature _____
Name _____
Company Name _____
Company Address _____
Telephone Number _____
Email Address _____
Date of Signature _____
State Certification # _____
or State License # _____
State _____
Expiration Date of Certification or License _____

SUBJECT PROPERTY

☐ Did not inspect exterior of subject property
☐ Did inspect exterior of subject property from street
Date of Inspection _____

COMPARABLE SALES

☐ Did not inspect exterior of comparable sales from street
☐ Did inspect exterior of comparable sales from street
Date of Inspection _____

BCD-181907

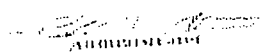
State of South Carolina
Department of Labor, Licensing and Regulation
Real Estate Appraisers Board

JAMES T WHEAT

Is hereby entitled in practice as a
Certified Residential Appraiser

License Number: 467

Expiration Date: 06/30/2019
NOT RECORDED


Administrator

STATE OF SOUTH CAROLINA

) IN THE COURT OF COMMON PLEAS

COUNTY OF RICHLAND

) C/A # 2014-CP-40-00847

Winrose Homeowners' Association,
Inc.,

Plaintiff,

vs.

Devery A. Hale and Tina T. Hale,

Defendants.

CERTIFICATE OF SERVICE

I, Erin O'Donnell, Law Clerk at the Law Offices of Brian L. Boger, counsel for Defendants Devery Hale and Tina Hale, do hereby certify that I have served Plaintiff's counsel in this action with a copy of the documents specified below via United States First Class Mail.

Documents: Motion to Vacate Sale of Defendants

Counsel: Eric C. Hale
Law Office of Eric C. Hale
Post Office Box 1605
Irmo, SC 29063


Erin O'Donnell

November 4, 2014
Columbia, SC

RICHLAND COUNTY
FILED
2014 NOV -4 PM 1:32
JENNIFER W. MCBRIDE
CLERK, S.C.P. & G.S.

STATE OF SOUTH CAROLINA)
)
COUNTY OF RICHLAND)
)
Winrose Homeowner's Association, Inc.,)
)
Plaintiff,)
)
v.)
)
Devery A. Hale and Tina T. Hale,)
)
Defendants.)

IN THE COURT OF COMMON PLEAS

C/A# ~~2010~~ CP-40-0847
2014

AFFIDAVIT OF TINA T. HALE

2015 FEB -6 AM 11:38
RICHLAND COUNTY
JUDGE W. H. HARRIS
CLERK R. G. S.

PERSONALLY APPEARED BEFORE ME, Tina T. Hale, who being
duly sworn states the following:

My name is Tina T. Hale. I live in my home with my family at 25 Caddis Creek Court in Irmo, South Carolina. I am 48 years old. I am employed by Dr. Thomas Major and have been there for 24 years. My husband and I purchased our home in 1998 for \$104,250.00. We had it built and were one of the first families in the neighborhood. We have paid our mortgage faithfully for 17 years. My mortgage is with Bank of America. We have never missed a mortgage payment. Our balance due as of this month is only \$66,004.00. (EXHIBIT A) We have foregone some of the luxuries in life so that we could improve our home. My husband put a big pool in the back yard and did most of the work himself. My home means everything to me. It is far more than a building. It is my sanctuary; the place that I come to every night. It is the place that I feel safe and can be surrounded by the love of my family. Perhaps more importantly, it is where I am raising my children. It is my legacy for them and my husband. I have worked very hard to secure our home as the place that my children can feel safe. My children and my husband and I have many friends in the community. We want this to be the only home that we ever live in.

When we were served with the lawsuit to take away our home, I put the papers in a drawer and forgot about them. Some time after that, we received a bill from the HOA asking for \$250.00. I paid that without a problem. In November, we received a letter from the law firm of McCabe, Trotter & Beverly telling us that the Lien had been Satisfied. (EXHIBIT B) I thought that everything was OK after that. The next thing that I know, someone is knocking on my door telling me that they bought my home and that me and my family were being evicted. I can not believe that the home was purchased for around \$3,000.00 and they want \$70,000.00 from me to buy it back. There is something very wrong with these people being able to ask me to pay them more than I even owe on the mortgage.


TINA T. HALE

Sworn to and Subscribed before me
this February 10, 2015

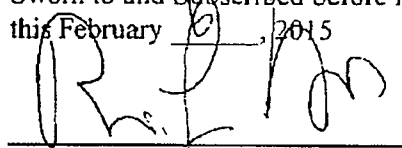

Notary Public for South Carolina
My Commission Expires: 8/28/15

EXHIBIT A

Bank of America Home Loans

PO Box 5170
Simi Valley, CA 93062-5170

0014758 01 AV 0 378 **AUTO 2 1 0171 29063-814025 -C19-P147724 BMKDEFAU M25067
MSR A2D00101 8001000000000000
DEVERY A HALE
TINA T HALE
25 CADDIS CREEK CT
IRMO SC 29063-8140



Customer service: 1 800.669.6607
TDD/TTY users only 1 800.300.6407
En Español 1 800.295.0025
Monday-Friday 7 a.m. to 7 p.m. Local Time
bankofamerica.com

Account number 873278494
Payment due date February 1, 2015
Total amount due \$834.52
If payment is received after 02/17/15, \$31.29 late fee will be charged

Your Home Loan Account

Statement date: January 16, 2015

Better Money Habits™

Knowing how to manage your money has never been more important. That's why we've partnered with Khan Academy to develop a fact-based, conversational learning experience – you can learn what you want, how you want. Visit BetterMoneyHabits.com today.

Account information

Property Address	25 CADDIS CREEK COURT
Loan type	30 Yr Conv w/PMI
Contractual remaining term	13 Years, 04 Months
Principal balance	\$66,004.00
Escrow balance	\$299.30
Interest rate	6.500%
Prepayment penalty	No

Past payments breakdown

	Paid since last statement	Paid year to date*
Principal	\$267.02	\$267.02
Interest	\$358.97	\$358.97
Escrow (taxes and insurance)	\$179.23	\$179.23
Fees, charges, and advances	\$0.00	\$0.00
Total	\$805.22	\$805.22

Explanation of total amount due

Principal	\$268.47
Interest	\$357.52
Escrow (taxes and insurance)	\$179.23
Regular monthly payment	\$805.22
Current period fees and charges	\$0.00
Overdue payments, fees, and charges*	\$29.30
Total amount due	\$834.52

*Please see the 'Other Important Information' section of this statement

Let's connect on Facebook, Twitter & Google+

Learn about shopping deals, travel ideas, and tips to help you with personal finance.

Bank of America, N.A. Member FDIC. © 2015 Bank of America Corporation

AR4SFT65

EXHIBIT B

Physical Address:
140 Stoneridge Drive, Suite 650
Columbia, South Carolina 29210

Mailing Address:
Post Office Box 212069
Columbia, SC 29221

Locations in:
Mount Pleasant, SC
Myrtle Beach, SC



McCABE, TROTTER & BEVERLY, P.C.
COMMUNITY ASSOCIATION AND CONSTRUCTION LAW

www.mccabetrotter.com

Phone: (803) 724-5000

Fax: (803) 724-5001

Stephanie C. Trotter
Shareholder

Stephanie.Trotter@mccabetrotter.com

November 6, 2014

Devery A. Hale and Tina T. Hale
25 Caddis Creek Court
Irmo SC 29063

RE: Winrose Homeowners' Association, Inc. Association Dues
25 Caddis Creek Court
Our File Number: 008928/00015

Dear Devery A. Hale and Tina T. Hale:

Enclosed please find a copy of the Satisfaction of Lien and Satisfaction of Judgment that have been sent for filing with the Richland Register of Deeds Office and Clerk of Court. Please direct all future correspondence and payments to Winrose Homeowners' Association, Inc..

With kind regards, I am,

Yours very truly,
Stephanie C. Trotter

SCT/sls

Enclosures

**THIS COMMUNICATION IS FOR THE PURPOSE OF COLLECTING A DEBT. ANY
INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE.**

R 0053

STATE OF SOUTH CAROLINA

COUNTY OF RICHLAND

Winrose Homeowners' Association, Inc.,

Plaintiff,

v.

Devery A. Hale and Tina T. Hale

Defendant.

IN THE COURT OF COMMON PLEAS
C/A NUMBER: 2014-CP-40-00847

SATISFACTION OF JUDGMENT

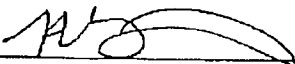
008928/00015

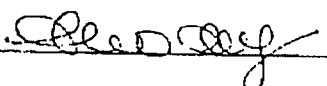
The undersigned, attorney for the Plaintiff, does hereby acknowledge receipt of funds sufficient to satisfy the judgment entered for the Plaintiff against the Defendant(s) in this case. This document does hereby release the judgment filed against the Defendant(s).

Judgment Number: 2014-CP-40-00847

WITNESS my hand and seal at Columbia, South Carolina, this 6 day of November, 2014.

WITNESS:





Columbia, South Carolina



Stephanie C. Trotter (SC Bar 77680)
McCabe, Trotter & Beverly, P.C.
Post Office Box 212069
Columbia, South Carolina 29221
T: (803) 724-5000
F: (803) 724-5001
Email: Stephanie.Trotter@mccabetrotter.com
Attorney for Plaintiff

**THIS COMMUNICATION IS FOR THE PURPOSE OF COLLECTING A DEBT. ANY
INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE.**

THE STATE OF SOUTH CAROLINA
In The Court of Appeals

APPEAL FROM RICHLAND COUNTY
Master in Equity

Hon. Joseph M. Strickland, Master-in-Equity

Case No. 2014-CP-40-0847

Winrose Homeowners' Association, Inc., In Re: Regime Solutions, LLC

v.

Devery A. Hale and Tina T. Hale, Defendants.

of which

Regime Solutions, LLC Respondent,

v.

Devery A. Hale and Tina T. Hale..... Appellants.

NOTICE OF APPEAL

Appellants Devery A. Hale and Tina T. Hale appeal the order on Defendants' Motion to Vacate Sale of the Honorable Joseph M. Strickland.

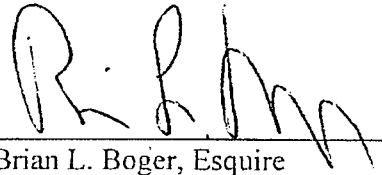
The order in this case was entered on April 21, 2015. The Appellants received written notice of the order denying their motion on August 4, 2015.

A copy of the order on appeal is attached hereto and incorporated by reference.

(SIGNATURE PAGE TO FOLLOW)

RECEIVED
AUG 21 2015
SC Court of Appeals

August 21, 2015



Brian L. Boger, Esquire
The Law Offices of Brian L. Boger
1331 Elmwood Ave, Suite 210
Columbia, South Carolina 29201
Telephone: (803) 252-2880
Telecopier: (803) 254-5025
E-mail: brian@brianboger.com
Attorney for Appellants

Other Counsel of Record:

Eric C. Hale, Esquire
Law Office of Eric C. Hale, LLC
125 Executive Pointe Blvd., Suite 204
Columbia, South Carolina 29210
Telephone: (803) 250-5252
Telecopier: (866) 543-3040
E-mail: eric@erichalelaw.com
Attorney for Respondent

COPY

STATE OF SOUTH CAROLINA) IN THE COURT OF COMMON PLEAS
COUNTY OF RICHLAND) CASE #: 2014-CP-40-0847

Winrose Homeowners' Association,))
Inc.,))
))
Plaintiff,))
v.)) **MOTIONS HEARING**
Devery A. Hale and Tina T. Hale) **Friday, January 16, 2015**
) **11:20 a.m. to 11:25 a.m.**
Defendants.)

The hearing before the Honorable Joseph M. Strickland, Master in Equity for Richland County, was taken in Courtroom 2D of the Richland County Judicial Center, 1701 Main Street, Columbia, South Carolina, on the 16th day of January, 2015, before Robin K. Reibold, Court Reporter and Notary Public in and for the State of South Carolina.

APPEARANCES:

Stephanie C. Trotter, Esquire
McCabe, Trotter & Beverly, PC
Post Office Box 212069
Columbia, South Carolina 29221
Attorney for the Plaintiff

Brian L. Boger, Esquire
Law Offices of Brian L. Boger
1331 Elmwood Avenue, Suite 210
Columbia, South Carolina 29201
Attorney for the Defendants

Eric C. Hale, Esquire
Law Office of Eric C. Hale, LLC
Post Office Box 1605
Irmo, South Carolina 29063
Attorney for the Third-Party Bidder

Official Court Reporter
Master in Equity, Richland County
1701 Main Street - Post Office Box 192 (29202)
Columbia, South Carolina 29201
R 0057

1 THE COURT: Okay, Mr. Hale, would you read the caption for
2 me, please?

3 MR. HALE: Yes, Your Honor. This is Winrose Homeowner's
4 Association, Inc. versus Devery A. Hale and Tina T.
5 Hale, no relation. And my client is Regime
6 Solutions, LLC. They were the successful bidder at
7 the homeowners' association foreclosure sale and the
8 present owner of the subject property.

9 THE COURT: And today we're here for what proceeding?

10 MR. HALE: It's -- on two motions, very similar to the
11 last one. It's on a rule to show cause, which is
12 only going to be ripe I suppose after Mr. Boger's
13 motion to vacate the sale is heard. He has a
14 pending motion to vacate the sale based upon the
15 adequacy and sufficiency of the bid price.

16 THE COURT: All right, all right. This is another case we
17 need to continue, and I apologize, because of an
18 administrative issue in my office. I don't have
19 this case on the docket at all, and so as a result
20 I'm not prepared for it today. And I hate to hear
21 motions when I'm not prepared, especially one as
22 significant as setting aside the sale, judicial
23 sale. Now, Mr. Boger, just for clarity of the
24 record, are your clients still living in the
25 property?

1 **MR. BOGER:** They do, Your Honor, they're seated here with
2 me at the council table, and they are current on the
3 mortgage. There's never been an issue with the
4 mortgage payment.

5 **THE COURT:** All right. No, Mr. Hale's client is not
6 claiming there's any problem with the mortgage,
7 they're talking about the regime fees; is that
8 correct, Mr. Hale?

9 **MR. HALE:** They were the successful bidder at the
10 foreclosure sale.

11 **THE COURT:** Yeah. And of course that law is kind of in
12 flux, it's in flux in my mind because I'm not sure
13 that you can handle a regime fee the same way you
14 can handle a mortgage, as far as the foreclosure
15 process is concerned. However, that's the way it's
16 been done the last few years. In fact, Ms.
17 Trotter's firm has been a pioneer in that whole
18 effort and have yet to convince anybody, any judge I
19 think, that there's anything wrong with what y'all
20 are doing. Is that the case, is that accurate?

21 **MS. TROTTER:** I think we've got seven orders, we're up to
22 about seven.

23 **THE COURT:** From judges that say you're okay?

24 **MS. TROTTER:** Yes, approving the process.

25 **THE COURT:** Right. And, Mr. Hale, your client bid on the

1 property at the judicial sale?

2 MR. HALE: That's correct.

3 THE COURT: And got a deed from our office?

4 MR. HALE: That is correct, Your Honor.

5 THE COURT: Which was duly recorded?

6 MR. HALE: That's right.

7 THE COURT: All right. Now, are you willing to settle
8 this with the Hales?

9 MR. HALE: We've made offers in settlement with the Hales.

10 Candidly, my client is not being what I consider
11 reasonable in their expectations. The reality is,
12 my clients believe there is significant equity in
13 the property and that they stand to profit from
14 getting the property and paying the mortgage off.

15 THE COURT: I was going to ask you that. They plan to
16 assume the mortgage?

17 MR. HALE: They are prepared to pay the mortgage off once
18 they have quiet title to the property.

19 THE COURT: Okay. Mr. Boger, it looked like your client
20 wanted to say something or either speak to you.

21 MR. BOGER: Well, I just wanted to make sure that this
22 matter is going to be continued, is that correct?

23 THE COURT: Yes, yes. You know, I know you did make a
24 motion, but I'm going to do it because I'm not
25 prepared to hear it today.

Official Court Reporter

Master in Equity, Richland County
1701 Main Street - Post Office Box 192 (29202)
Columbia, South Carolina 29201

R 0060

1 MR. BOGER: Okay, I'd -- rather than going through all of
2 it twice, I'd rather -- I mean, I can chat about it
3 maybe off the record.

4 THE COURT: Yeah, y'all can chat with each other. Mr.
5 Hale, though, wanted to say something, so I want to
6 let him speak if he wants to.

7 MR. BOGER: Okay. I think it's just not time for him to
8 speak.

9 MR. DEVERY HALE: No, I don't.

10 THE COURT: All right.

11 MR. BOGER: We'll continue it.

12 THE COURT: Would you do me a favor, Mr. Hale, send me an
13 email or a letter just reminding me of the two
14 cases, that there are motions involved that were not
15 scheduled, and I'll make sure that I don't drop the
16 ball next time. I apologize to everyone concerned.

17 MR. HALE: No problem.

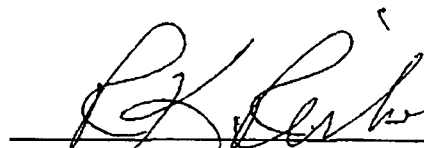
18 (There being nothing further, the hearing was concluded at
19 10:05 a.m.)

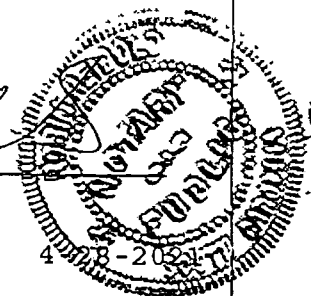
CERTIFICATE

I certify that the foregoing transcript, consisting of 5 pages, is a true, accurate and complete transcript of the hearing taken before me, Robin K. Reibold, the undersigned Court Reporter. This hearing was held without a jury before The Honorable Joseph M. Strickland, Master in Equity for Richland County, on August 15, 2014, in the within-captioned case.

Said hearing was reported using the method of Stenomask with backup and was transcribed by me.

January 23, 2015


ROBIN K. REIBOLD
MY COMMISSION EXPIRES: 4-28-2021



STATE OF SOUTH CAROLINA) IN THE COURT OF COMMON PLEAS
COUNTY OF RICHLAND) CASE #: 2014-CP-40-0847

Winrose Homeowners)
Association, Inc.,)
Plaintiff,)
v.)
Devery A. Hale, et al.,)
Defendant.)

HEARING

Friday, February 6, 2015

11:30 a.m. to 12:03 p.m.

The hearing before the Honorable Joseph M. Strickland, Master in Equity for Richland County, was taken in Courtroom 2D of the Richland County Judicial Center, 1701 Main Street, Columbia, South Carolina, on the 6th day of February, 2015, before Robin K. Reibold, Court Reporter and Notary Public in and for the State of South Carolina.

ROBIN K. REIBOLD
3849 Overbrook Drive/Columbia, SC 29205
(803) 447-7868 / (803) 576-1902

APPEARANCES

Stephanie C. Trotter, Esquire

Mccabe Trotter & Beverly, PC
Post Office Box 212069
Columbia, South Carolina 29221-3200
Attorney for the Plaintiff

Brian L. Boger, Esquire

Attorney at Law
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EXHIBITS

(There were no exhibits marked during this hearing.)

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1 **THE COURT:** All right. This is Civil Action Number 2014-
2 CP-40-0847. We have two motions. We have one
3 motion for a writ of assistance, which is another
4 way of saying an eviction because of the -- in the
5 foreclosure case. And we also have a motion to set
6 aside the judicial sale. So I guess logically we
7 should hear the motion and set aside the judicial
8 sale first. And if that motion is granted, there
9 won't be an eviction. But if that motion is denied,
10 we'll need to set a move out date. Mr. Boger, do you
11 need a few minutes or are you ready?

12 **MR. BOGER:** Well, the only thing, if I could ask the
13 Court's permission to perhaps file some affidavits
14 post the hearing for it to make the record right. I
15 have not had a chance to go clock them in, and I
16 need to give them to him. Once again, I apologize.

17 **THE COURT:** Oh, that's all right.

18 **MR. BOGER:** But there's fairly -- they're not shocking
19 affidavits.

20 **THE COURT:** You said post the hearing, after the hearing
21 is over?

22 **MR. BOGER:** After the hearing. Yes, sir.

23 **THE COURT:** Or you want to do it now? We've got until
24 2:00, because ---

25 **MR. BOGER:** Okay. Well, I'm going to clock them in real

1 quick.

2 **THE COURT:** Okay. We'll stand at ease and you can do
3 that.

4 **MR. BOGER:** Okay, thank you.

5 **(Off the Record)**

6 **THE COURT:** Mr. Boger, you may proceed.

7 **MR. BOGER:** Thank you, Your Honor. Let me pass up the
8 affidavits of my clients.

9 **THE COURT:** Thank you. All right, one moment please, let
10 me read it.

11 **MR. BOGER:** Okay. Your Honor, may it please the Court.

12 **THE COURT:** Give me one moment, please, I'm sorry. I just
13 want to read the affidavits before we get started.
14 Let me do my best to make it clear that I understand
15 the facts. Winrose Homeowners Association,
16 Incorporated sued Mr. and Ms. Hale and prevailed --
17 foreclosed on the lawsuit in South Carolina,
18 prevailed, and there's a judicial sale, and the
19 property was bought at the judicial sale by a third
20 party. And the person -- the entity suing was the
21 homeowner's association. It was not a mortgage
22 foreclosure, it was a homeowners association
23 foreclosure. Mr. Hale is here representing the
24 purchaser. Now, this -- do you have your deed
25 already? I'm sorry, not Mister -- well, I

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1 mispronounced it. One moment, please. Okay. All
2 right. I'm sorry, let me start over again. I've
3 gotten the names confused. Better quit talking.
4 But, in essence, there was judicial sale of a
5 foreclosure of a homeowner's association lien, and
6 now the new owner wants to evict the family that was
7 the owner. And the family wants to set aside the
8 judicial sale. And I'm looking at an addendum to the
9 affidavits that were just handed up. And this
10 addendum is styled "Satisfaction of Judgment" and
11 indicates that "the undersigned attorney for the
12 plaintiff does hereby acknowledge receipt of funds
13 sufficient to satisfy the judgment entered for the
14 plaintiff against the defendants in this case. This
15 document does hereby release the judgement filed
16 against the defendants, Judgment Number 2014-CP-40-
17 847," which matches the docket number of the case.
18 Now, I'm scratching my head. Do we have a sale even
19 after the debts were satisfied?
20 **MS. TROTTER:** No, Judge. The sale was before the judgment
21 was satisfied. The judgment was satisfied with the
22 proceeds of the sale.
23 **THE COURT:** Okay. So it doesn't -- in other words, they
24 didn't pay it ahead of time?
25 **MS. TROTTER:** No. The -- we received \$3011.58 on October

1 the 20th, 2014, and that was a check from your
2 office.

3 **THE COURT:** Right.

4 **MS. TROTTER:** From the proceeds of I believe Regime
5 Solutions.

6 **THE COURT:** Okay. All right. Mr. Boger, you may proceed.

7 **MR. BOGER:** Thank you, Your Honor.

8 **THE COURT:** Yes, sir.

9 **MR. BOGER:** I do have a small housekeeping matter before I
10 argue. The caption of the case is Winrose
11 Homeowners Association versus Hale. But I think the
12 -- but I think Regime Solutions has brought the
13 action for the eviction.

14 **THE COURT:** That's correct.

15 **MR. BOGER:** For the record, I just want that to be clear,
16 that although we're operating under the same docket
17 number, I think there's a separate action -- and I
18 guess it's been brought by Regime?

19 **MR. HALE:** Right. It's not -- it is the same docket
20 number. The only reason is because the final
21 foreclosure decree in the case preserves unto the
22 Master-in-Equity jurisdiction to put the successful
23 bidder in possession of the property. So we're
24 pursuing -- proceeding as the successful bidder
25 pursuant to the foreclosure decree. So it's kind of

1 difficult -- I'm not substituting myself as the
2 plaintiff, so that's why we just filed these things
3 under the former caption and spelled out in the body
4 what my client's interest is in the property.

5 **THE COURT:** Okay. And I guess to avoid confusion, at some
6 point somebody may be reading this record that
7 doesn't know anything about the case. Mr. Hale
8 representing the third-party bidder has the same
9 last name as the family that ---

10 **MR. HALE:** That's correct. No relation, but has the same
11 last name. That's correct.

12 **THE COURT:** Right. So I hope the record will be clear on
13 that, and we can proceed. Let me ask though before
14 we get started, I'm looking through your motion. Mr.
15 Eric Hale, your client paid how much at the judicial
16 sale?

17 **MR. HALE:** My client paid the sum of \$3036 at the judicial
18 sale.

19 **THE COURT:** Okay. And I think y'all have been negotiating,
20 and please correct me if I get out of line, but I
21 think y'all have been negotiating selling the
22 property back to them; is that correct?

23 **MR. HALE:** We've had some discussions. In furtherance of
24 that, the defendants have early on made an offer to
25 purchase the property back from my client -- I mean,

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1 to my client. Their offer was not unreasonable in
2 my estimation; however, my client is -- my client
3 recognized that the property had equity in it, and
4 they declined their offer. They had made a counter
5 offer, which was significantly more than the offer
6 that the former homeowners made, and that is what is
7 necessitating this motion hearing today.

8 **THE COURT:** All right. Now, the affidavits from the
9 Hales, Tina and Devery Hale, says that y'all want
10 them to pay \$70,000; is that accurate? Is that -- I
11 mean, Mr. Boger, are y'all saying -- that's what
12 your clients said?

13 **MR. BOGER:** That was the first.

14 **THE COURT:** That was another -- that was one of the first
15 -- yes, sir?

16 **MR. HALE:** I don't believe that's accurate. If I need to
17 get an affidavit to contest that issue, I'll be happy
18 to go back to my client. I don't -- I don't know, and
19 I don't know that it's even relevant to the hearing
20 before Your Honor today. But my understanding was -
21 - and this is my understanding, I'd have to clarify
22 this with my client to be a hundred percent on it.
23 There's \$70,000 worth of equity in the property and
24 that my client was willing to split the difference
25 with them and let them pay half of the equity back

1 to them in order to -- that's my understanding, but
2 I'm not a hundred percent on it. If I need to get an
3 affidavit to that effect, I can go to my client, but
4 I don't know.

5 **THE COURT:** And there's a mortgage on the property?

6 **MR. HALE:** There is a mortgage on the property. I think
7 his client -- it's \$104,250 according to the public -
8 - public record. His clients, by way of affidavit,
9 represent that the balance presently owing is about
10 \$66,000.

11 **THE COURT:** Okay. Now, this -- it happens sometimes that
12 we set aside a judicial sale. I take that very
13 seriously. That's a fairly serious outcome. But
14 over the years, in reviewing these type of motions,
15 one of the reasons sales are set aside is because --
16 because the amount paid at the sale apparently wasn't
17 really reflective of what the property was actually
18 worth. And Mr. Boger probably has a more artful way
19 of stating that.

20 **MR. HALE:** Well, and I think that's basically the argument
21 that's before you today. Everybody has one or
22 another position on it. I'm going to hand you up a
23 case. If I may approach, Your Honor.

24 **THE COURT:** Oh, sure.

25 **MR. HALE:** The case of Arrow Bonding.

1 THE COURT: Uh-huh.

2 MR. HALE: I won't make you read the whole thing.

3 MR. BOGER: I have it right here.

4 MR. HALE: You've already got it? And I believe this is a
5 case that is directly on point here in South
6 Carolina. This case involved a situation where a
7 bondsman was given a -- was given a piece of -- a
8 pledge on a piece of property and was subject to,
9 just like in this case, and is subject to a senior
10 mortgage on the property. In fact, it was several.

11 THE COURT: Right.

12 MR. HALE: But I'm not going to go way into the details.
13 It's just like this case. My client owns this
14 property subject to the senior mortgage on the
15 property. The fact that they only paid \$3036 for it
16 cannot be considered absent also considering the
17 mortgage out there that they will have to pay in
18 order to be the free and clear owners of this
19 property. As I set out in my motion, before I knew
20 what the balance was on the mortgage, I took the
21 amount of the mortgage plus the bid, which came out
22 to \$107,000. And then I divided that number by the
23 amount that they say the property is worth,
24 \$128,000, which came out to approximately 83 percent
25 of the value of the property. Now, I've just done

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1 the math quickly in my head. With the amount that
2 they're saying now, my clients paid roughly 54
3 percent of the value of the property. Neither one
4 of those shock the conscience. I know Your Honor
5 sells properties all day long in here for 54 percent
6 of the fair market value. Moreover, if this
7 argument was to prevail, my client nor Ms. Trotter
8 will ever be able to sell a property at a
9 foreclosure sale by way of a homeowners association
10 fee because their dues are never going be more than
11 five, six, \$7,000. The property is always going to
12 be worth 100, 200, \$300,000, and it's always going to
13 shock the conscience if you don't take into
14 consideration the value of the mortgage on the
15 property as well. So, in essence, there will be no
16 more foreclosure -- HOA foreclosures if this theory
17 prevails. And I think that public policy and our
18 longstanding jurisprudence in that regard prohibits
19 such an outcome. Thank you, Judge.

20 **THE COURT:** Okay. Now, Mr. Boger, if I grant your motion
21 to set aside the sale, what happens to the
22 homeowners association's dues and what happens to
23 Mr. Hale's client? I mean, what would happen to
24 those people if, in fact, I grant your motion?

25 **MR. BOGER:** Your Honor, my clients are willing to pay the

1 full amount of the lien, which was \$3036 that they
2 paid. And, quite frankly, you've asked and my
3 clients have put in the affidavit, they've also
4 offered a 300 percent profit to Mr. Hale's clients.
5 They've offered \$9000 to pay -- to pay -- to buy
6 their house back. And I think -- I think -- I'm
7 going to say Eric, because it just makes it easier -
8 --

9 **THE COURT:** Okay, I'm sorry.

10 **MR. BOGER:** Eric -- I think Eric is right. I think the
11 equity is \$70,000, and I think that his clients
12 wanted \$35,000 from my clients. I think that's -- I
13 think my clients in their affidavit say it's -- that
14 the offer was 70, but I think it's 70 divided by 2.

15 **THE COURT:** Well, if I grant your motion, how soon could
16 your clients pay what they're offering to pay?

17 **MR. BOGER:** They ---

18 **THE COURT:** Both to the regime and both -- I'm sorry, the
19 homeowners association and both to Mr. Eric Hale's
20 client?

21 **MR. BOGER:** They can pay that today, Your Honor.

22 **THE COURT:** Okay. And how would they pay it, with a
23 cashier's check or certified funds or cash or ...

24 **MR. DEVERY HALE:** Certified check, we can ---

25 **MR. BOGER:** A cashier's check, Your Honor.

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1 MR. DEVERY HALE: Yeah.

2 THE COURT: Okay. If I grant the motion.

3 MR. BOGER: If you grant the motion. I do want to go
4 through for the record some ---

5 THE COURT: Oh, please. Yeah.

6 MR. BOGER: So, but to answer your -- any more questions,
7 Your Honor, along those lines?

8 THE COURT: I may have some -- because keep in mind, even
9 though I think Mr. Eric Hale said we do this all the
10 time, it's unusual for us to set aside a judicial
11 sale. That is actually rare, and I want to give
12 both sides the full benefit of a clear record for
13 what -- you know, because whoever I rule against is
14 going to probably take it up. And if the staff
15 attorneys and the law clerks and the judges and the
16 justices above read this, I want to make sure they
17 understand what's going on, at least have the facts
18 straight even if, you know, I make a mistake in some
19 other area, but at least we'll have the facts
20 straight. So you may go ahead.

21 MR. BOGER: Well, Your Honor, I had taken -- taken the
22 time looking forward for an appeal, and I'm prepared
23 to argue, I think in a very cogent manner, why this
24 is different than every other case that has been at
25 the Court of Appeals or Supreme Court in this regard

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1 so far. And let me -- let me begin by saying that
2 the history of foreclosures in South Carolina and
3 America has changed since 2008, and especially 2009,
4 beginning with the HAMP program in May of 2009 for
5 South Carolina, the first -- the first
6 administrative order. And then in May of 2011, the
7 second administrative order. I think our court has
8 recognized the fact that our country has a problem
9 with foreclosures, and particularly with mortgage
10 companies. And, quite frankly, Your Honor, I've
11 looked very carefully at the administrative order in
12 regard to whether or not it addresses homeowners
13 associations, and it does not. But I just wanted --
14 from a public policy overall view, there's no
15 question that mortgage foreclosures are treated
16 differently now than they were in 2007. Now, having
17 said that, there have been other cases that have
18 been ruled upon that shock the conscience, which is
19 the -- which is the standard language in our state
20 in this regard. And the first one I'd like to talk
21 about is Fingerhut -- I'm sorry, Bloody Point versus
22 Ashton. And I'll pass that up. I think -- I think I
23 passed it up before, and I've got a little tab on
24 there. And I think I gave this to you before. This
25 is out of Beaufort County, and the first -- and I'll

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1 summarize it this way: Bloody Point sold a -- sold a
2 piece of property. The people who lost it came in
3 and said, what a minute, the value is -- is wrong,
4 just like we're saying here. That part's accurate.
5 We're saying that the value is wrong. But before
6 trial, before the hearing, the people who bought it
7 went and did their own investigation of the value.
8 And they said, and proved beyond any doubt, that the
9 value of that property was in the neighborhood of
10 \$20,000. And I may be off a little bit, but it was
11 well under, well under the amount that was -- it was
12 within that ten percent range on the bid, well
13 within that range. And part of the reason it was
14 that way is, unfortunately, this was Hilton Head,
15 and the property when they bought it was worth a
16 fortune, and by the time it got sold it was worth
17 almost nothing, just like we've seen at Cobblestone,
18 Your Honor, when those lots were selling for
19 \$250,000, and you and I know they went down to \$1000
20 before they were done. So the Bloody Point case is
21 different in that the people that bought it were
22 able to prove that the value was very low, not very
23 high. So let's move -- now, that was a 2014 case,
24 and the court by dicta talks about how the rule, the
25 standard for shocking the conscience, is about ten

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1 percent -- is ten percent of the value of the
2 property. So let's move backwards just a little bit
3 and look at Wells Fargo versus Turner. And you can
4 pass that up to Your Honor. And I have, Your Honor,
5 for your edification, highlighted the parts that I
6 believe are relevant. Now, this was out of
7 Orangeburg County. And this case, this was a
8 mortgage foreclosure, a typical mortgage
9 foreclosure. The mortgage was foreclosed upon. The
10 bidder at the sale bid \$3000, very similar to the
11 amount here. The mortgage company apparently did
12 not send the proper bid person or proper bid at the
13 sale, and \$3000 was 3.65 percent, as you can see
14 where I've highlighted, Your Honor, on the second
15 page, 3.65 percent of the value of the property
16 which was said to be \$86,563. So the court said,
17 well, there's your value, \$86,000, that's what the
18 mortgage was worth. Obviously the bank made a
19 mistake by not setting the proper bid. The court,
20 it shocked the conscience of the court -- of our
21 appellate court, and they reversed the sale, they
22 vacated the sale with no problem because the values
23 were there. Unlike at Bloody Point, where the
24 values were proven to be different than what the
25 homeowners argued. Actually, not homeowners, just

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1 owners of property. Now, let's talk about the case
2 that Eric Hale talked about, and that is Arrow
3 Bonding versus Warren. And once again, I would
4 point out that the difference in that case is this
5 is not a homeowners association lien, this was a
6 judgment by a bonding -- it was against a bonding
7 company. Somebody put property up for bond, the
8 criminal didn't show up I suppose, and there was a
9 judgment. The key to this case is on page three,
10 Your Honor, at the bottom of the left-hand side of
11 that case, and I would -- if I can approach, it's --
12 it's on the bottom of the left-hand side, and it
13 says, "Warren," who was the person trying to undo
14 the sale, "Warren failed to demonstrate gross
15 inadequacy in the sales price, as the record is
16 devoid of evidence of the true value of the
17 properties." That's the key. There was -- that's why
18 the court -- they had nothing to base anything to
19 shock anybody's conscience on because the record was
20 void. Now -- now, the reason that this case, now
21 turning to my client, the Hales here, the reason
22 this case is different, I am giving Your Honor all
23 kinds of reasons why the evidence of value is in
24 front of you. The first one is in my motion to
25 vacate itself, which is -- and, Your Honor, do you

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1 have -- does Your Honor have the actual motion?

2 **THE COURT:** I have it in the file.

3 **MR. BOGER:** Well, attached to that motion is, if I could
4 pass it up, Your Honor ---

5 **THE COURT:** Sure, that's fine.

6 **MR. BOGER:** --- is a copy. We went ahead and did, in
7 anticipation of this hearing, we went ahead and had
8 an appraisal done of this property, a current
9 appraisal in 2014, and it's \$128,000. So if you go
10 back to the Orangeburg County case, that's the Wells
11 Fargo versus Turner, where they had the value there,
12 and that -- and I daresay that was an \$86,000 value.
13 I'm giving you \$128,000 value with the same purchase
14 price. And we have the value. Even more, I'm giving
15 another basis for Your Honor to rule to help these
16 fine people, and that is we have also have attached
17 by affidavit a copy of their mortgage statement, and
18 it shows the balance on that is \$66,000. If you do
19 the difference between 66 and 128, it's -- I was
20 going to go -- it's 54,000, my good friend Eric --
21 54,000. It's two and a half percent -- I'm sorry,
22 it's less than ten percent. You get the idea, Your
23 Honor, hopefully. \$54,000. If they only paid
24 \$3000, it's still way under ten percent. If they had
25 paid \$5400, I might have a problem. On the equity,

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1 just the equity, not the value. So I have two
2 reasons, two -- and I can't always do this. I've got
3 two wonderful reasons. I've got value of property
4 and I've got equity to show that this sale should be
5 vacated. And the other -- the other reasons are --
6 and I really thought a lot about this, Your Honor,
7 these, as you know, these cases bother me
8 tremendously. But I think that as a -- as a public
9 policy, we need to -- we need to think about people
10 losing their homes on homeowners association dues
11 and maybe having this court or the appellate court
12 say, you know, say in a homeowners association lien
13 case, we need to look at the value before we sell
14 it. We need to look at the equity before we sell
15 it. Does that mean we need to check the title on
16 every one? I don't think so, but I think counsel for
17 the HOA could do a quick search and provide that in
18 an affidavit form, which would not take any time at
19 all to say there's a mortgage on it, it's current,
20 it's not current, and here's the value of the
21 property. It would not be a burden on the court, or
22 certainly it'd be a very small burden on the HOAs,
23 and they wouldn't find themselves in court all the
24 time on these matters. And finally, Your Honor, the
25 -- I think this Court has the ability in its gavel

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1 to do equity where perhaps equity should be done.
2 And even my good friend Eric Hale says his clients
3 have been unreasonable in negotiations. I think
4 that these people deserve this home. They're hard-
5 working people. They're not behind on their
6 payments. Ms. Hale works as a dental assistant.
7 She cleans teeth all day, God bless her. And Mr.
8 Hale works at the -- in the prison system for the
9 State of South Carolina. These are fine people,
10 making their house payment. I just -- I think I've
11 given you enough reasons, Your Honor, to vacate this
12 sale. And we'll pay the money, we'll pay them \$9000
13 today in a cashier's check, if they will just take
14 it.

15 **THE COURT:** Okay. Ms. Trotter, anything to add?

16 **MS. TROTTER:** Just briefly, Judge. I just want to point
17 out, there's been a lot of talk about equity and
18 everything. I think the defendants -- I'm going to
19 refer to them as defendants for the Hale confusion,
20 in their affidavit, they admit they were served with
21 this. They put it in a drawer and didn't do anything
22 with it. The record is replete with notices that
23 were sent, from the affidavit of default and order
24 of reference, to the notice of hearing. No one
25 appeared at the hearing. My office had no contact

1 with anybody before the hearing. So, to the extent
2 there's a discussion about placing extra burdens on
3 the association, in this particular case there was
4 absolutely no contact from the defendants before we
5 ever made it to the sale. I think the defendants'
6 attorney has stated -- Mr. Boger has stated, you
7 know, that my office could do research. No one will
8 tell me whether the mortgage is in default or not.
9 All I can do is look on the public index, which we
10 do before we file our own action. Obviously if
11 there's a lis pendens in place, we're not going to try
12 and beat a senior lien. But I have no way of
13 knowing if someone is paying their mortgage. I have
14 no way of knowing the -- in this particular case, I
15 had a title abstract that did show the original
16 mortgage amount, but I had no idea that there was
17 some amount of equity in the property because that's
18 just not public knowledge.

19 **THE COURT:** And also in South Carolina, you're not -- in a
20 foreclosure, you're not required to join a senior
21 lien holder as a part of the foreclosure.

22 **MS. TROTTER:** Correct, because my foreclosure cannot
23 possibly affect their legal rights to their
24 mortgage, so they're not a necessary party to the
25 foreclosure. In closing, the plaintiff would just

1 agree with the case that's before the Court. I think
2 the important part of the Arrow Bonding case, it
3 says -- the Wells Fargo case, yes, the amount of the
4 mortgage was a fair gauge of the property's value
5 because a senior mortgage is wiping out any junior
6 encumbrances. It says the Arrow case is different
7 because in a judgment execution sale, much like a
8 foreclosure sale by a junior lien holder, the buyer
9 takes the property subject to the mortgage as well
10 as the other liens. So the Arrow Bonding case
11 simply stands for the proposition that, yes, a
12 third-party bidder may pay \$3000 cash at a sale, but
13 they don't get a property free and clear. They also
14 have a -- in this case I think a \$66,000 mortgage as
15 well. So that \$66,000 has to be added to the cash
16 that they paid at the sale when determining what
17 their purchase price was to then apply the ten
18 percent shocks-the-conscience standard, which I
19 think Eric Hale has said works out to about 54
20 percent of the appraisal that the defendants have
21 obtained. So I think Arrow Bonding is directly on
22 point. But if you take the cash Regime Solutions
23 paid at the sale, plus the senior lien that they
24 assume or they hold the title subject to, you get 54
25 percent of the total value of the price, which is

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1 well outside the ten percent range that the courts
2 have said shocks the conscience.

3 **THE COURT:** Now -- oh, go ahead, Mr. Hale.

4 **MR. HALE:** Well, I just want to make sure just in case we
5 appeal one way or the other that I've made my record
6 as well. I wanted to hand up, Your Honor -- I've
7 already handed this to Brian previously, but these
8 are just some documents that are part of the public
9 record. It's a copy of the mortgage and the UCC, as
10 well as the print out for -- from the Register of
11 Deeds Office with regards to the taxable value on
12 the property as well.

13 **THE COURT:** Okay.

14 **MR. HALE:** It's -- I'm going to say the same thing that
15 Brian has already said. The property is worth about
16 \$128,000. That's what his appraisal says, that's what
17 the -- that's what the Register of Deeds is taxing it
18 at. Everybody agrees it's \$128,000. I want to make
19 a couple of points really quick, and I believe
20 Stephanie pointed this out, but I want to make it
21 crystal clear. Brian says he relies on Wells Fargo
22 versus Turner. That case is specifically
23 distinguished in the Arrow Bonding case. It is
24 referred to, and it says, hey, that's a senior
25 mortgage foreclosure case, it involved a deficiency

1 sale. The senior mortgage came in and bid at the
2 deficiency sale \$3000. It was an accident. It was
3 3.65 percent of the total value, less than ten
4 percent. It shocks the conscience. So, but that's
5 not what we have in our case. In Arrow Bonding, we
6 have a judgment. It's a junior lien foreclosure.
7 And they said the proper way -- this is a Judge
8 Booth case by the way from Sumter County, says Judge
9 Booth did it right. The way to calculate this is
10 how much did the bidder at the junior lien
11 foreclosure sale bid, and what liens did he take it
12 subject to. We add all those together, and we
13 divide it by the fair market value, which in this
14 case Brian talks about the record being devoid. The
15 reason that was important in this case is they
16 assumed certain values to the property based upon
17 the public index because they had nothing else.
18 But, even if we take Brian's case -- take all Brian's
19 evidence here, we take \$66,000, we add \$3000 to it,
20 that makes roughly \$70,000 that my client is
21 obligated to pay by virtue of their bid in order to
22 be the owner of this property. And the property is
23 worth approximately \$128,000. My client has
24 effectively paid almost 60 percent of the value of
25 this property. That doesn't shock the conscience.

24

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1 It just doesn't shock the conscience. It's not ten
2 percent, it's not anywhere close to ten percent; it's
3 six times that much. Brian also talks about putting
4 burdens on the association. But what he fails to
5 consider is the burden is put on a bidder. My
6 client is a bona fide purchaser. They paid good
7 money for value without notice of any liens or
8 defects out there other than what's on public index.
9 I can't be -- my client cannot be responsible for
10 trying to divine what the property is worth. We
11 don't know if they refinanced the property. We don't
12 know if the bank has made a subsequent advance on
13 the original mortgage. We don't know. All we know
14 is there's a mortgage out there, and we're taking it
15 subject to that. I also want to just clarify, just
16 in case my client gets a chance to read this
17 transcript, I didn't indicate my client was being
18 unreasonable in their dealings, but that the Hales
19 were not being unreasonable in their offer and that
20 I thought that it was fair.

21 **THE COURT:** I think that's what I heard, that they made a
22 reasonable offer. You didn't say anything about your
23 clients, just that ---

24 **MR. HALE:** Just in case my clients want to read the
25 transcript.

1 THE COURT: All right. One moment, please.

2 MR. HALE: Thank you, Your Honor.

3 THE COURT: And again, let me get the facts straight.

4 What was the bid amount, Mr. Hale?

5 MR. HALE: The bid amount was \$3036 -- let me hand you up
6 a memorandum I just clocked in. That will make it
7 easier for you. Down there in the footnote on the
8 very bottom of that page was what we originally
9 calculated off of the mortgage amount. The bid
10 amount is in there as well, as is the market value
11 that Brian asserts the property is worth as is
12 substantiated by the Register of Deeds records.

13 THE COURT: Okay. What was the bid amount, for clarity --

14 -

15 MR. HALE: \$3036, as I recall, Your Honor. That's correct,
16 it's \$3036.

17 THE COURT: And Ms. Trotter, what was the amount that was
18 paid to satisfy the judgment?

19 MS. TROTTER: \$3011.58.

20 THE COURT: So there were surplus funds of a few dollars?

21 MS. TROTTER: Yes, Judge. The association had some
22 additional costs post-judgement, but they're not
23 making a claim for any of those. I think there's a
24 \$45 bid fee or something.

25 THE COURT: The motion for a writ of assistance is denied

26

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1 at this time. The motion to set aside the sale is
2 going to be taken under advisement. Mr. Boger, if
3 you could submit a proposed order by this time next
4 week, is that too soon?

5 **MR. BOGER:** No, that's perfect, Your Honor. I've done a lot
6 of work on this.

7 **THE COURT:** All right. And, Mr. Hale, if you want to
8 submit a proposal order, please do it by this time
9 next week. Ms. Trotter, you as well. No, you're
10 not going to submit one? No, I understand.

11 **MS. TROTTER:** I don't think my client's all that much in it
12 at this point. I'm sure that Eric Hale will do a
13 great job on his proposed order.

14 **THE COURT:** Okay. And, Robin, do you know who's
15 representing who, and you've got everything straight
16 on that?

17 **THE COURT:** Yes, sir. I'm good. Thank you.

18 **THE COURT:** Okay. All right. And we'll wait to hear from
19 y'all, and I'm going to commit, and y'all may remind
20 me that I'm going to make a ruling fairly quickly
21 after I read your proposed orders. And, meanwhile,
22 keep in mind that y'all can settle this without my
23 input. So if your clients want to keep talking to
24 each other, that's fine. But I'd like to hear from
25 the lawyers by this time next week.

1 **MR. HALE:** Very good. Thank you, Judge.

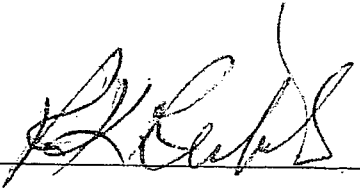
2 **THE COURT:** All right. You're welcome.

3 (There being nothing further, the hearing was concluded at
4 at 12:03 p.m.)

CERTIFICATE

I certify that the foregoing transcript, consisting of 28 pages, is a true, accurate and complete transcript of the hearing taken before me, Robin K. Reibold, the undersigned Court Reporter. This hearing was held without a jury before The Honorable Joseph M. Strickland, Master in Equity for Richland County, on February 6, 2015, in the within-captioned case.

Said hearing was reported using the method of Stenomask with backup and was transcribed by me.



September 24, 2015

ROBIN K. REIBOLD
MY COMMISSION EXPIRES: 4-28-2021

MASTER'S DEED)
State of South Carolina)
COUNTY OF Richland)

TO ALL WHOM THESE PRESENT SHALL CONCERN:

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

WHEREAS, in an action in the Court of Common Pleas in Richland County between **Winrose Homeowners' Association, Inc., as Plaintiff, vs. Devery A. Hale and Tina T. Hale, as Defendant, Case Number 2014-CP-40-0847**, by an Order dated **July 21, 2014**, it was decreed that the property hereinafter described should be sold by the Master in Equity for Richland County on the terms and for the purposes mentioned in the Order(s) granted in the case; and

WHEREAS, I the undersigned, as Master in Equity for Richland County, after due advertisement of the said property for sale at public outcry, did openly and publicly, and after the matter of auction, sell the said property on **August 4, 2014** for the sum of **\$3,036.00** said sum being the highest amount bid at said sale and having been made by **Regime Solutions the hereinbelow named grantee and said grantee having paid the bid.**

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

Grantee's Name : **Regime Solutions**

PO Box 65417 Orange Park FL 32065

See attached property description.

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

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

Book 1968-266
2014061350 08/22/2014 13:52:52.620
Fee: \$10.00 County Tax: \$3.85

Master's Deed-Foreclosure
State Tax: \$9.10



2014061350 J08R10092

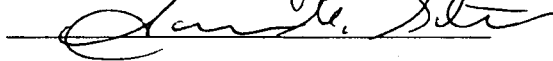
Richland County R.O.D.

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

IN WITNESS WHEREOF, I, the undersigned, as Master in Equity for Richland County, under and by virtue of the said Order(s), have hereunto set my Hand and Seal the 18th day of August, in the year of our Lord Two Thousand and Fourteen, and in the Two Hundred and Thirty-eighth year of the Sovereignty and Independence of the United States of America.

SIGNED, SEALED AND DELIVERED)

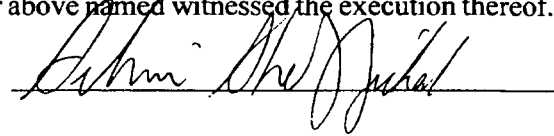
In the Presence of:)

State of South Carolina)
COUNTY OF RICHLAND)


Master in Equity, Richland County

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



SWORN TO AND SUBSCRIBED before me on this 18th day of August, 2014.


NOTARY PUBLIC FOR SOUTH CAROLINA
My commission expires: August 27, 2023

All that certain piece, parcel or lot of land, with the improvements thereon, situate, lying and being in the County of Richland, State of South Carolina, being shown and delineated as Lot 148 on a plat of WINROSE - PHASE TWO prepared by Belter & Associates, Inc. dated September 17, 1997 and recorded in the Office of the RMC for Richland County in Plat Book 57 at page 1055. This property being more particularly shown on plat prepared for Devery A. Hale and Tina T. Hale by Cox and Dinkins, Inc. dated April 16, 1998; said property having such sizes, shapes, dimensions, buttings and boundings as will be shown by reference to the aforesaid plat.

This being the same property to given to Devery A. Hale and Tina T. Hale by deed of Mark S. Kovacs d/b/a Style Homes dated 04/24/1998 and recorded in the Richland County Register of Deeds Office on 05/06/1998 in Book 64 at Page 615.

Property Address: 25 Caddis Creek Court
TMS# R05107-05-12

Contract Price \$ 0 Date of Contract Is the property seller the owner of public record? ☐ Yes ☐ No Data Source(s) Richland Cty Tax Re

Is there any financial assistance (loan charges, sale concessions, gift or downpayment assistance, etc.) to be paid by any party on behalf of the borrower? ☐ Yes ☐ No

If Yes, report the total dollar amount and describe the items to be paid.

Note: Race and the racial composition of the neighborhood are not appraisal factors.

Neighborhood Characteristics				One-Unit Housing Trends				One-Unit Housing		Percent Land Use %	
Location	☐ Urban	☒ Suburban	☐ Rural	Property Values	☐ Increasing	☒ Stable	☐ Declining	PRICE	AGE	One-Unit	55 %
Built-Up	☒ Over 75%	☐ 25-75%	☐ Under 25%	Demand/Supply	☐ Shortage	☒ In Balance	☐ Over Supply	\$ (000)	(yrs)	2-4 Unit	10 %
Growth	☐ Rapid	☒ Stable	☐ Slow	Marketing Time	☐ Under 3 mths	☒ 3-6 mths	☐ Over 6 mths	105 Low	0	Multi-Family	5 %
Neighborhood Boundaries <u>NORTH BY HOLLINGSHELD RD. EAST BY LOST CREEK</u>								130 High	50	Commercial	10 %
<u>RD. SOUTH BY BROAD RIVER RD. WEST BY I-26</u>								115 Pred.	25	Other	20 %
Neighborhood Description <u>The subject neighborhood is located within reasonable proximity to shopping, houses of worship, schools, employment centers, and recreational facilities. Location is 15 miles north of the Central Business District of the City of Columbia, SC.</u>											

Market Conditions (including support for the above conclusions) I HAVE CONSIDERED RELEVANT COMPETITIVE LISTINGS AND OR CONTRACT OFFERINGS IN THE PERFORMANCE OF THIS APPRAISAL AND THE TRENDING INFORMATION REPORTED IN THIS SECTION. * "OTHER" PERCENT LAND USE IS VACANT LAND.

Dimensions 37.1X150.3X142.9X142.9 Area 12358 sf Shape GEN RECTANG. View N:Res:Res

Specific Zoning Classification RS-1 Residential Zoning Description Single Family Residential

Zoning Compliance ☒ Legal ☐ Legal Nonconforming (Grandfathered Use) ☐ No Zoning ☐ Illegal (describe)

Is the highest and best use of the subject property as improved (or as proposed per plans and specifications) the present use? ☒ Yes ☐ No If No, describe

SINGLE FAMILY RESIDENTIAL.

Utilities Public Other (describe) Public Other (describe) Off-site Improvements—Type Public Private

Electricity ☒ ☐ ☐ Water ☒ ☐ Street Asphalt/pub ☒ ☐

Gas ☒ ☐ ☐ Sanitary Sewer ☒ ☐ Alley NONE ☐ ☐

FEMA Special Flood Hazard Area ☐ Yes ☒ No FEMA Flood Zone X FEMA Map # 4501700040 H FEMA Map Date 07/17/1995

Are the utilities and off-site improvements typical for the market area? ☒ Yes ☐ No If No, describe

Are there any adverse site conditions or external factors (easements, encroachments, environmental conditions, land uses, etc.)? ☐ Yes ☒ No If Yes, describe

SITE IS TYPICAL IN SIZE. TOPOGRAPHY IS AVERAGE FOR THE SUBDIVISION. NO ADVERSE EASEMENTS OR ENCROACHMENTS NOTED THAT ADVERSELY AFFECT VALUE OR MARKETABILITY.

Source(s) Used for Physical Characteristics of Property ☐ Appraisal Files ☒ MLS ☒ Assessment and Tax Records ☐ Prior Inspection ☐ Property Owner

☒ Other (describe) Inspection from street (10/31/14) Data Source(s) for Gross Living Area 1561

General Description		General Description		Heating/Cooling		Amenities		Car Storage	
Units	☒ One ☐ One with Accessory Unit	☐ Concrete Slab ☒ Crawl Space	☐ Full Basement ☐ Finished	☒ FWA ☐ HWBB	☒ Fireplace(s) # <u>1</u>	☐ Woodstove(s) # <u>0</u>	☒ Driveway # of Cars <u>2</u>	☐ None	
# of Stories	<u>1.5</u>	☐ Partial Basement ☐ Finished	☐ Radiant	☐ Other	☒ Patio/Deck <u>deck</u>	☐ Driveway Surface <u>Concrete</u>	☐ Garage # of Cars <u>2</u>	☐ Carport # of Cars <u>0</u>	
Type	☒ Det. ☐ Att. ☐ S-Det./End Unit	Exterior Walls <u>Vinyl/Avg</u>	Fuel <u>ELEC</u>	☒ Porch <u>front</u>	☒ Pool <u>unknown</u>	☐ Attached ☐ Detached	☐ Attached ☐ Detached	☐ Attached ☐ Detached	
Design (Style)	<u>Traditional</u>	Roof Surface <u>Composition/avg</u>	☒ Central Air Conditioning	☒ Fence <u>wood</u>	☒ Other <u>none</u>	☐ Built-in	☐ Built-in	☐ Built-in	
Year Built	<u>1998</u>	Gutters & Downspouts <u>none</u>	☐ Individual	☐ Other	☐ Other (describe) <u>vent fan</u>	☐ Other (describe)	☐ Other (describe)	☐ Other (describe)	
Effective Age (Yrs)	<u>6</u>	Window Type <u>Vinyl/S.H.Avg.</u>	☐ Other	☐ Other	☐ Other	☐ Other	☐ Other	☐ Other	
Appliances	☐ Refrigerator ☒ Range/Oven ☒ Dishwasher ☒ Disposal ☐ Microwave ☐ Washer/Dryer ☒ Other (describe)	☐ Other (describe)	☐ Other (describe)	☐ Other (describe)	☐ Other (describe)	☐ Other (describe)	☐ Other (describe)	☐ Other (describe)	
Finished area above grade contains: <u>6</u> Rooms <u>3</u> Bedrooms <u>2.0</u> Bath(s) <u>1.561</u> Square Feet of Gross Living Area Above Grade									
Additional features (special energy efficient items, etc.) <u>Subject meets 1993 Building Efficiency Standards Act guidelines.</u>									

Describe the condition of the property and data source(s) (including apparent needed repairs, deterioration, renovations, remodeling, etc.).

C3: BASED ONLY ON AN EXTERIOR INSPECTION THE PHYSICAL CONDITION IS AVERAGE. WITH WHAT IS CONSIDERED NORMAL PHYSICAL AS WELL AS FUNCTIONAL INADEQUACIES FOR A PROPERTY THE AGE AND DESIGN OF THE SUBJECT CONSIDERING QUALITY OF MATERIALS AND WORKMANSHIP IN RELATION TO OTHERS.

Are there any apparent physical deficiencies or adverse conditions that affect the livability, soundness, or structural integrity of the property? ☒ Yes ☐ No

If Yes, describe Environmental factors that typically have a negative influence on value were not observed or known. The appraisal does not guarantee that the property is free of defects or environmental problems.

Does the property generally conform to the neighborhood (functional utility, style, condition, use, construction, etc.)? ☒ Yes ☐ No If No, describe

Design & appeal, as well as construction quality, are in keeping with all other properties in the subdivision.

LOCATION	1: N:KCS:KCS	2: N:KCS:KCS	3: N:KCS:KCS	4: N:KCS:KCS	5: N:KCS:KCS
Leasehold/Fee Simple	Fee Simple	Fee Simple	Fee Simple	Fee Simple	Fee Simple
Site	12358 sf	8250 sf	08200 sf	09745 sf	0
View	N:Res:Res	N:Res:Res	N:Res:Res	N:Res:Res	N:Res:Res
Design (Style)	DT1.5:Traditional	DT1:Traditional	0DT1:Traditional	0DT1:Traditional	0
Quality of Construction	Q3	Q3	Q3	Q3	Q3
Actual Age	16	15	015	019	0
Condition	C3	C3	C4	+5,500 C4	+5,500
Above Grade	Total Bdrms. Baths	Total Bdrms. Baths	Total Bdrms. Baths	Total Bdrms. Baths	Total Bdrms. Baths
Room Count	6 3 2.0	6 3 2.0	6 3 2.0	6 3 2.0	6 3 2.0
Gross Living Area	1,561 sq. ft.	1,307 sq. ft.	+5,080 1,210 sq. ft.	+7,020 1,364 sq. ft.	+3,940
Basement & Finished	0sf	0sf	0sf	0sf	0sf
Rooms Below Grade	0rr0br0.0ba0o	0rr0br0.0ba0o	0rr0br0.0ba0o	0rr0br0.0ba0o	0rr0br0.0ba0o
Functional Utility	Average	Average	Average	Average	Average
Heating/Cooling	Fwa/Central	Fwa/Central	Fwa/Central	Fwa/Central	Fwa/Central
Energy Efficient Items	Ins1/Ins1 Wind	Ins1/Ins1 Wind	Ins1/Ins1 Wind	Ins1/Ins1 Wind	Ins1/Ins1 Wind
Garage/Carport	2ga2dw	2dw	+5,500 2dw	+5,500 2ga2dw	2ga2dw
Porch/Patio/Deck	Porch/Deck	Porch / Patio	+2,000 Porch/Deck	Porches	+3,500
KITCHEN	ro mw dw ds	ro mw dw ds	ro mw dw ds	ro mw dw ds	ro mw dw ds
LANDSCAPING	Modest/Fence	Modest/Fence	Modest/Fence	Modest/Fence	Modest/Fence
FIREPLACE	1 fireplace	None	+1,500 1 fireplace	1 fireplace	1 fireplace
Net Adjustment (Total)		[X] + [] - s	14,080 [X] + [] - s	18,020 [X] + [] - s	12,940 [X] + [] - s
Adjusted Sale Price of Comparables		Net Adj. 12.30 % Gross Adj. 12.30 % s	Net Adj. 16.38 % Gross Adj. 16.38 % s	Net Adj. 10.98 % Gross Adj. 10.98 % s	Net Adj. 10.98 % Gross Adj. 10.98 % s
		128,600	128,000	130,800	
☒ [X] did not research the sale or transfer history of the subject property and comparable sales. If not, explain Public records and Richland County Assessor's records indicate the last recording of a transfer was 05/06/1998, FOR \$104,250. No sales of the three comps during prior year.					
My research ☒ [X] did not reveal any prior sales or transfers of the subject property for the three years prior to the effective date of this appraisal.					
Data Source(s) Richland County tax assessors records, CMLS.					
My research ☒ [X] did not reveal any prior sales or transfers of the comparable sales for the year prior to the date of sale of the comparable sale.					
Data Source(s) Richland County tax assessors records as well as CMLS records.					
Report the results of the research and analysis of the prior sale or transfer history of the subject property and comparable sales (report additional prior sales on page 3).					
ITEM	SUBJECT	COMPARABLE SALE # 1	COMPARABLE SALE # 2	COMPARABLE SALE # 3	
Date of Prior Sale/Transfer					
Price of Prior Sale/Transfer					
Data Source(s)	CMLS/Rich Cty Tx Recd	CMLS/Rich Cty Tx Recd	CMLS/Rich Cty Tx Recd	CMLS/Rich Cty Tx Recd	CMLS/Rich Cty Tx Recd
Effective Date of Data Source(s)	10/31/2014	10/31/2014	10/31/2014	10/31/2014	10/31/2014
Analysis of prior sale or transfer history of the subject property and comparable sales The analysis of the sales/transfer information for the subject property was obtained from CMLS and Richland County Tax Records, as of 10/31/2014. The analysis of the sales information stated in the grid was limited to CMLS and Richland County Tax Records as of 10/31/2014.					
Summary of Sales Comparison Approach All comparables used are closed sales, located within the same market area as the subject, with similar market conditions. The comps are all considered to be good indicators of value. Appropriate adjustments have been made for all known and/or observed differences and were extracted from the market based on paired sales data. All sales were given equal weight in estimating the market value.					
Indicated Value by Sales Comparison Approach \$128,000					
Indicated Value by: Sales Comparison Approach \$ 128,000 Cost Approach (If developed) \$ Income Approach (If developed) \$					
MARKET APPROACH IS THE BEST INDICATOR OF VALUE, WHICH SHOWS THE TYPICAL BUYER AND SELLER REACTION IN THE MARKETPLACE. THE INCOME APPROACH WAS NOT USED DUE TO THE LACK OF AVAILABLE DATA ON SIMILAR RENTAL PROPERTY.					
This appraisal is made ☒ [X] "as is", ☐ subject to completion per plans and specifications on the basis of a hypothetical condition that the improvements have been completed, ☐ subject to the following repairs or alterations on the basis of a hypothetical condition that the repairs or alterations have been completed, or ☐ subject to the following required inspection based on the extraordinary assumption that the condition or deficiency does not require alteration or repair: NO					
CONDITIONS					
Based on a visual inspection of the exterior areas of the subject property from at least the street, defined scope of work, statement of assumptions and limiting conditions, and appraiser's certification, my (our) opinion of the market value, as defined, of the real property that is the subject of this report is \$128,000, as of 10/31/2014, which is the date of inspection and the effective date of this appraisal.					

PROVIDING RELEVANT COMPETITIVE LISTING COST DATA. THESE LISTINGS ARE UNUSUAL SELLER FINANCING CONCESSIONS/BUYDOWNS THAT IMPACT MARKET. THE LIST TO SALES RATIO IS 97%. TYPICAL DAYS ON MARKET IS 180. THE MARKETING TIME TREND IS STABLE. INTEREST RATES FROM 3.50% TO 7.25%. 30 YEARS FIXED RATE LOANS.

THE APPRAISER HAS NO CURRENT OR PROSPECTIVE INTEREST IN THE SUBJECT PROPERTY OR THE PARTIES INVOLVED. THE APPRAISER HAS NOT PROVIDED ANY SERVICES AS AN APPRAISER OR IN ANY OTHER CAPACITY ON THE SUBJECT PROPERTY WITHIN THE PRIOR THREE YEAR PERIOD IMMEDIATELY PRECEDING ACCEPTANCE OF THIS ASSIGNMENT. THE APPRAISER HAS "NOT" AGREED WITH THE CLIENT TO KEEP ANY PRIOR ASSIGNMENTS CONFIDENTIAL.

THE TYPICAL EXPOSURE TIME FOR SIMILAR HOMES IN THIS AREA IS (3-6 MONTHS). THE DEFINITION OF EXPOSURE TIME USED WAS TAKEN FROM THE DEFINITIONS SECTION OF THE 2012-2013 VERSION OF USPAP.

COST APPROACH TO VALUE (not required by Fannie Mae)

Provide adequate information for the lender/client to replicate the below cost figures and calculations.
Support for the opinion of site value (summary of comparable land sales or other methods for estimating site value) N/A

ESTIMATED	REPRODUCTION OR	REPLACEMENT COST NEW	OPINION OF SITE VALUE	= \$
Source of cost data			Dwelling 1.561 Sq. Ft. @ \$	= \$
Quality rating from cost service	AVG	Effective date of cost data	Sq. Ft. @ \$	= \$
Comments on Cost Approach (gross living area calculations, depreciation, etc.)				
DUE TO AGE OF SUBJECT, THE REPLACEMENT COST WAS NOT CONSIDERED A FACTOR IN ESTIMATING MARKET VALUE. THEREFORE, NOT USED. PROPERTY CONFORMS TO APPLICABLE HUD/VA PROPERTY STANDARDS, WITH NO CONDITIONS.			Garage/Carport Sq. Ft. @ \$	= \$
			Total Estimate of Cost-New	= \$
			Less Physical Functional External	
			Depreciation	= \$()
			Depreciated Cost of Improvements	= \$
			"As-is" Value of Site Improvements	= \$
Estimated Remaining Economic Life (HUD and VA only) 60 Years			Indicated Value By Cost Approach	= \$

INCOME APPROACH TO VALUE (not required by Fannie Mae)

Estimated Monthly Market Rent \$	X Gross Rent Multiplier	= \$	Indicated Value by Income Approach
Summary of Income Approach (including support for market rent and GRM)			

PROJECT INFORMATION FOR PUDs (if applicable)

Is the developer/builder in control of the Homeowners' Association (HOA)? ☐ Yes ☒ No Unit type(s) ☒ Detached ☐ Attached			
Provide the following information for PUDs ONLY if the developer/builder is in control of the HOA and the subject property is an attached dwelling unit.			
Legal name of project			
Total number of phases	Total number of units	Total number of units sold	
Total number of units rented	Total number of units for sale	Data Source(s)	
Was the project created by the conversion of existing building(s) into a PUD? ☐ Yes ☐ No If Yes, date of conversion			
Does the project contain any multi-dwelling units? ☐ Yes ☐ No Data Source(s)			
Are the units, common elements, and recreation facilities complete? ☐ Yes ☐ No If No, describe the status of completion.			
Are the common elements leased to or by the Homeowners' Association? ☐ Yes ☐ No If Yes, describe the rental terms and options.			

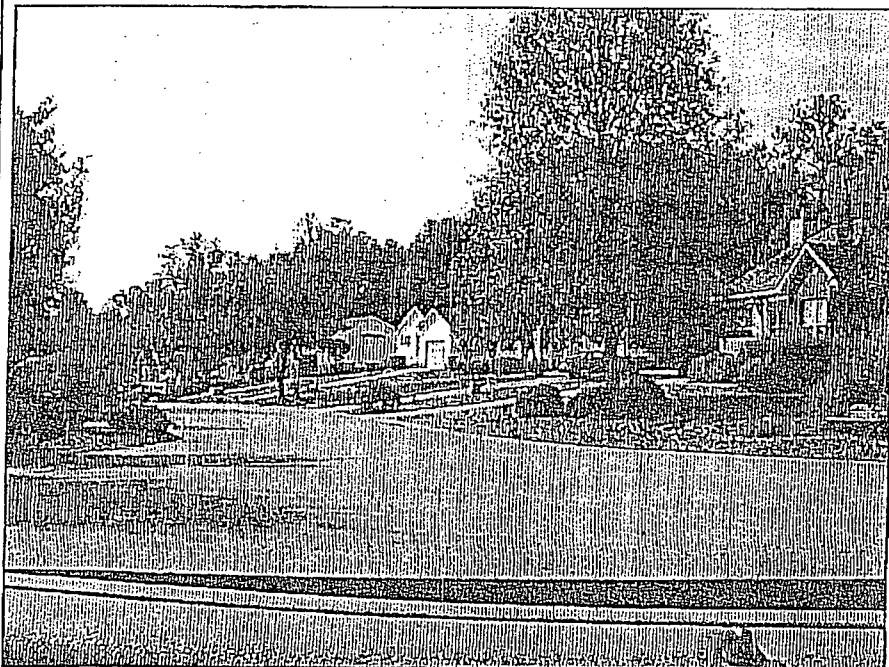
Describe common elements and recreational facilities COMMON AREA MAINTENANCE



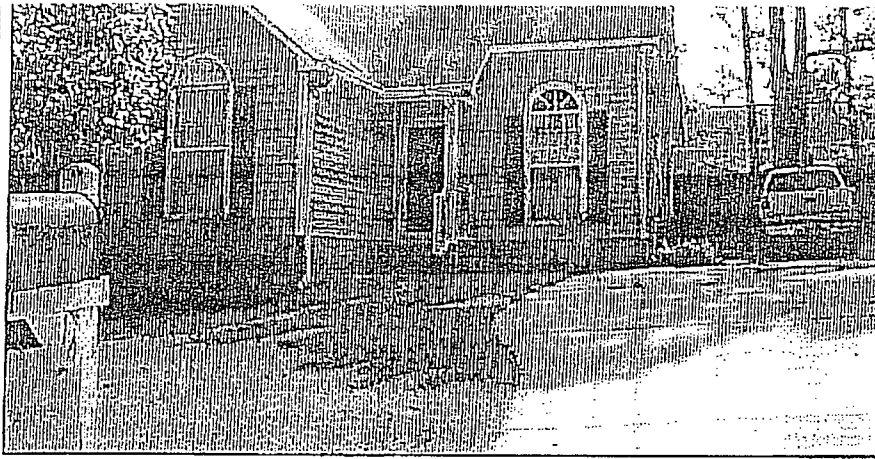
FRONT VIEW OF
SUBJECT PROPERTY



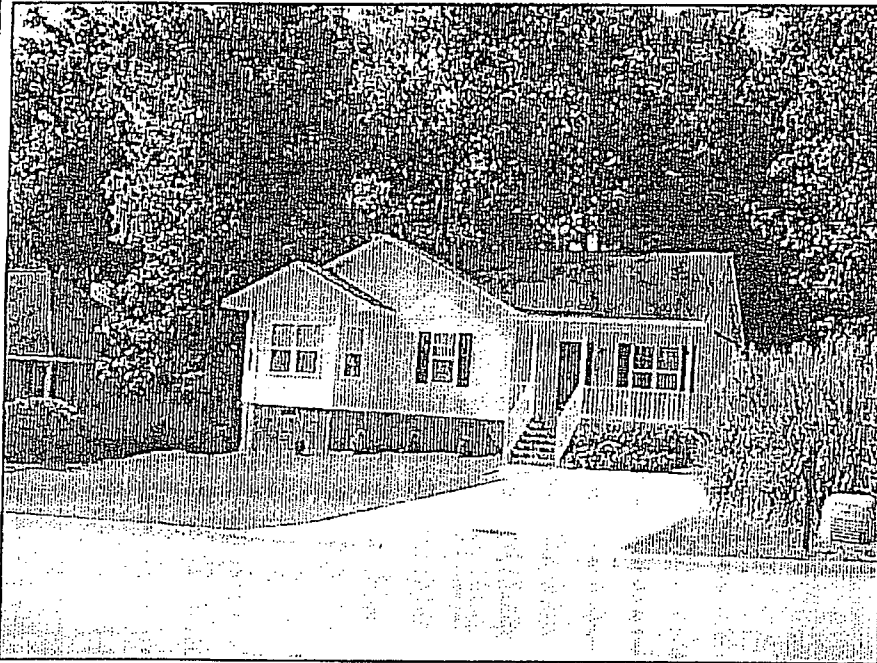
REAR VIEW OF
SUBJECT PROPERTY



STREET SCENE OF
SUBJECT PROPERTY



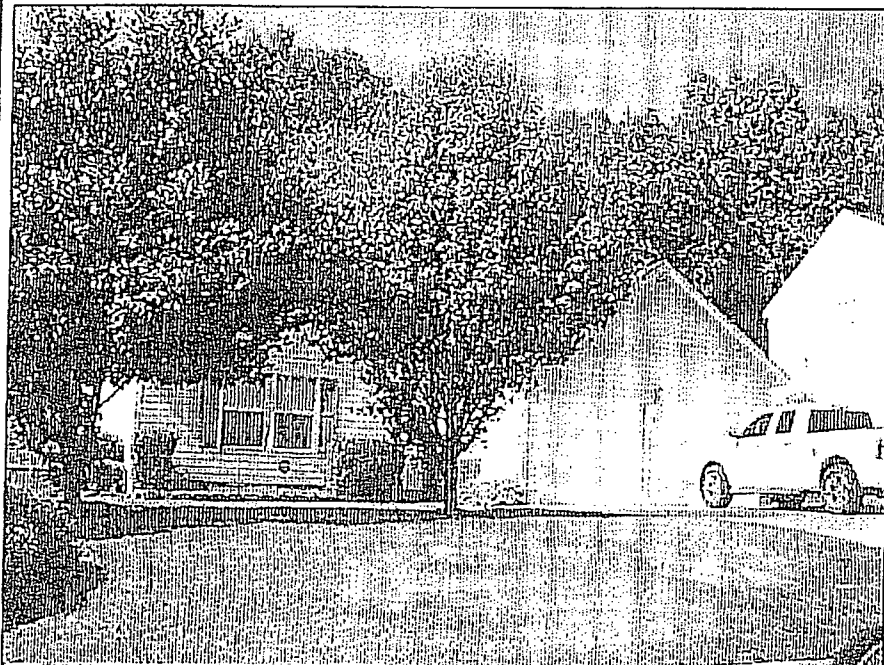
Price \$114,500
 Price/SF 87.61
 Date s03/14;c02/14
 Age 15
 Room Count 6-3-2.0
 Living Area 1,307
 Value Indication \$128,600



COMPARABLE #2

207 CADDIS CREEK ROAD
 Irmo, SC 29063-8139

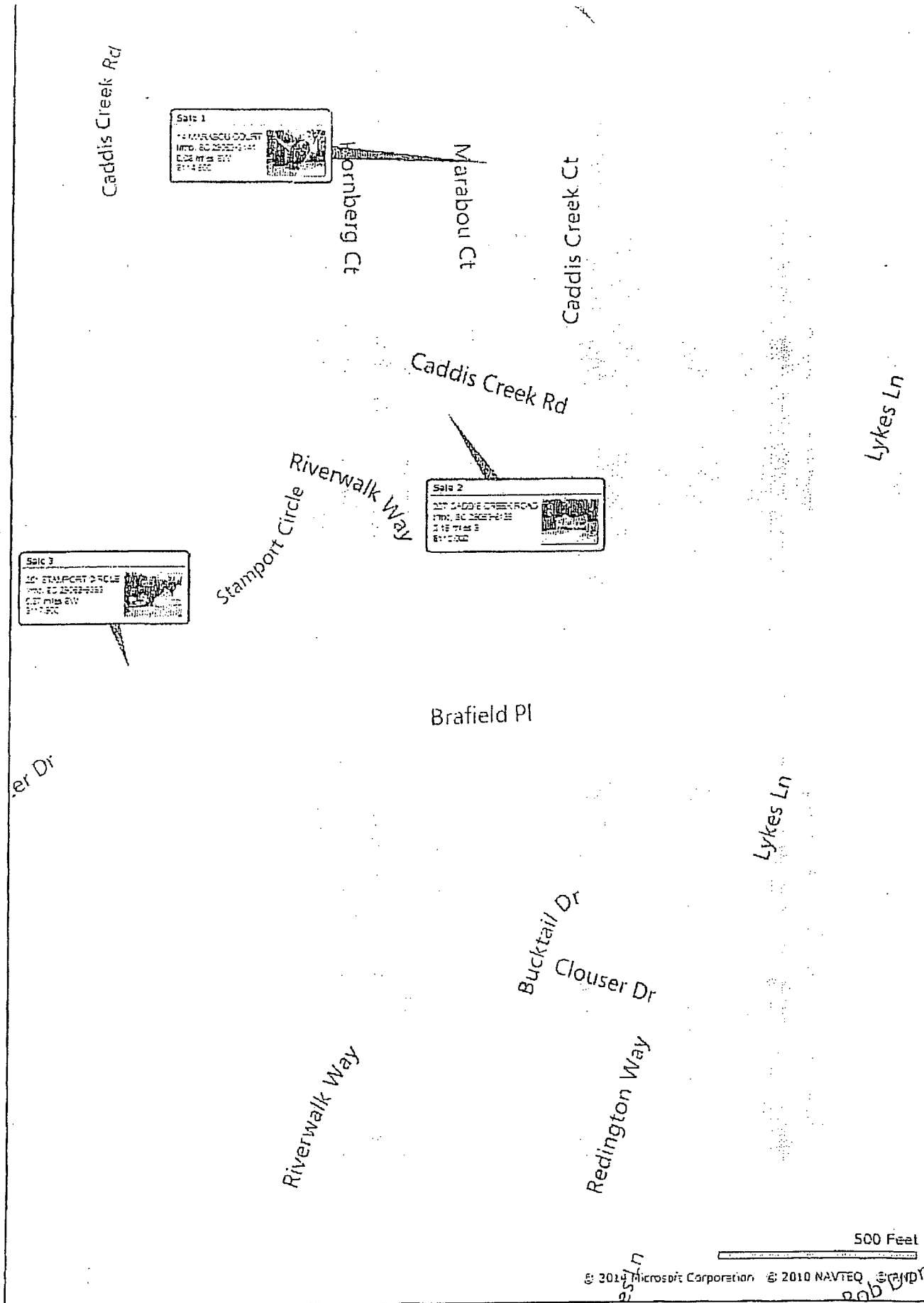
Price \$110,000
 Price/SF 90.91
 Date s01/14;c11/13
 Age 15
 Room Count 6-3-2.0
 Living Area 1,210
 Value Indication \$128,000



COMPARABLE #3

201 STAMPORT CIRCLE
 Irmo, SC 29063-9393

Price \$117,900
 Price/SF 86.44
 Date s05/14;c05/14
 Age 19
 Room Count 6-3-2.0
 Living Area 1,364
 Value Indication \$130,800



new foundation and recycled materials and the recycled components have been remanufactured-manufactured into like-new condition. Recently constructed improvements that have not been previously occupied are not considered "new" if they have significant physical depreciation (i.e., newly constructed dwellings that have been vacant for an extended period of time without adequate maintenance or upkeep).

C2 - The improvements feature no deferred maintenance, little or no physical depreciation, and require no repairs. Virtually all building components are new or have been recently repaired, refinished, or rehabilitated. All outdated components and finished have been updated and/or replaced with components that meet current standards. Dwellings in this category either are almost new or have been recently completely renovated and are similar in condition to new construction.

**Note: The improvements represent a relatively new property that is well maintained with no deferred maintenance and little or no physical depreciation, or an older property that has been recently completely renovated.*

C3 - The improvements are well maintained and feature limited physical depreciation due to normal wear and tear. Some components, but not every major building component, may be updated or recently rehabilitated. The structure has been well maintained.

**Note: The improvement is in its first-cycle of replacing short-lived building components (appliances, floor coverings, HVAC, etc.) and is being well maintained. Its estimated effective age is less than its actual age. It also may reflect a property in which the majority of short-lived building components have been replaced but not to the level of a complete renovation.*

C4 - The improvements feature some minor deferred maintenance and physical deterioration due to normal wear and tear. The dwelling has been adequately maintained and requires only minimal repairs to building components/mechanical systems and cosmetic repairs. All major building components have been adequately maintained and are functionally adequate.

**Note: The estimated effective age may be close to or equal to its actual age. It reflects a property in which some of the short-lived building components have been replaced, and some short-lived building components are at or near the end of their physical life expectancy; however, they still function adequately. Most minor repairs have been addressed on an ongoing basis resulting in an adequately maintained property.*

C5 - The improvements feature obvious deferred maintenance and are in need of some significant repairs. Some building components need repairs, rehabilitation, or updating. The functional utility and overall livability is somewhat diminished due to condition, but the dwelling remains useable and functional as a residence.

**Note: Some significant repairs are needed to the improvements due to the lack of adequate maintenance. It reflects a property in which many of its short-lived building components are at the end of or have exceeded their physical life expectancy but remain functional.*

C6 - The improvements have substantial damage or deferred maintenance with deficiencies or defects that are severe enough to affect the safety, soundness, or structural integrity of the improvements. The improvements are in need of substantial repairs and rehabilitation, including many or most major components.

**Note: Substantial repairs are needed to the improvements due to the lack of adequate maintenance or property damage. It reflects a property with conditions severe enough to affect the safety, soundness, or structural integrity of the improvements.*

Quality Ratings and Definitions

Q1 - Dwellings with this quality rating are usually unique structures that are individually designed by an architect for a specified use. Such residences typically are constructed from detailed architectural plans and specifications and feature an exceptionally high level of workmanship and exceptionally high-grade materials throughout the interior and exterior of the structure. The design features exceptionally high-quality exterior refinements and ornamentation, and exceptionally high-quality interior refinements. The workmanship, materials, and finishes throughout the dwelling are exceptionally high quality.

Q2 - Dwellings with this quality rating are often custom designed for construction on an individual property owner's site. However, dwellings in this quality grade are also found in high-quality tract developments featuring residences constructed from individual plans or from highly modified or upgraded plans. The design features detailed high-quality exterior ornamentation, high-quality interior refinements, and detail. The workmanship, materials, and finishes throughout the dwelling are of exceptionally high quality.

Q3 - Dwellings with this quality rating are residences of higher quality built from individual or readily available designer plans in above-standard residential tract developments or on an individual property owner's site. The design includes significant exterior ornamentation and interiors that are well finished. The workmanship exceeds acceptable standards and many materials and finishes throughout the dwelling have been upgraded from "stock" standards.

Q4 - Dwellings with this quality rating meet or exceed the requirements of applicable building codes. Standard or modified standard building plans are utilized and the design includes adequate fenestration and some exterior ornamentation and interior refinements. Materials, workmanship, finish, and equipment are of stock or builder grade and may feature some upgrades.

Q5 - Dwellings with this quality rating feature economy of construction and basic functionality as main considerations. Such dwellings feature a plain design using readily available or basic floor plans featuring minimal fenestration and basic finishes with minimal exterior ornamentation and limited interior detail. These dwellings meet minimum building codes and are constructed with inexpensive, stock materials with limited refinements and upgrades.

Q6 - Dwellings with this quality rating are of basic quality and lower cost; some may not be suitable for year-round occupancy. Such dwellings are often built with simple plans or without plans, often utilizing the lowest quality building materials. Such dwellings are often built or expanded by persons who are professionally unskilled or possess only minimal construction skills. Electrical, plumbing, and other mechanical systems and equipment may be minimal or non-existent. Older dwellings may feature one or more substandard non-conforming additions to the original structure.

Definitions of Not Updated, Updated, and Remodeled

Not Updated - Little or no updating or modernization. This description includes, but is not limited to, new homes. Residential properties of fifteen years of age or less often reflect an original condition with no updating, if no major components have been replaced or updated. Those over fifteen years of age are also considered not updated if the appliances, fixtures, and finishes are predominantly dated. An area that is "Not Updated" may still be well maintained and fully functional, and this rating does not necessarily imply deferred maintenance or physical/functional deterioration.

Updated - The area of the home has been modified to meet current market expectations. These modifications are limited in terms of both scope and cost. An updated area of the home should have an improved look and feel, or functional utility. Changes that constitute updates include refurbishment and/or replacing components to meet existing market expectations. Updates do not include significant alterations to the existing structure.

Remodeled - Significant finish and/or structural changes have been made that increase utility and appeal through complete replacement and/or expansion. A remodeled area reflects fundamental changes that include multiple alterations. These alterations may include some or all of the following: replacement of a major component (cabinet(s), bathtub, or bathroom tile), relocation of plumbing/gas fixtures/appliances, significant structural alterations (relocating walls and/or the addition of square footage). This would include a complete gutting and rebuild.

Explanation of Bathroom Count

Three-quarter baths are counted as a full bath in all cases. Quarter baths (baths that feature only a toilet) are not included in the bathroom count. The number of full and half baths is reported by separating the two values using a period, where the full bath count is represented to the left of the period and the half bath count is represented to the right of the period.

Example: 3.2 indicates three full baths and two half baths

Cash	Cash	
Comm	Commercial Influence	Location
Conv	Conventional	Sale or Financing Concessions
cp	Carport	Garage/Carport
CrtOrd	Court Ordered Sale	Sale or Financing Concession
CtySky	City View Skyline View	View
CtyStr	City Street View	View
cv	Covered	Garage/Carport
DOM	Days On Market	Data Sources
DT	Detached Structure	Design (Style)
dw	Driveway	Garage/Carport
e	Expiration Date	Date of Sale/Time
Estate	Estate Sale	Sale or Financing Concessions
FHA	Federal Housing Administration	Sale or Financing Concessions
G	Garage	Garage/Carport
ga	Attached Garage	Garage/Carport
gbi	Built-In Garage	Garage/Carport
gd	Detached Garage	Garage/Carport
Glfcse	Golf Course	Location
Glfcv	Golf Course View	View
GR	Garden	Design (Style)
HR	High Rise	Design (Style)
In	Interior Only Stairs	Basement & Finished Rooms Below Grade
Ind	Industrial	Location & View
Listing	Listing	Sale or Financing Concessions
Lndfl	Landfill	Location
LidSght	Limited Sight	View
MR	Mid Rise	Design (Style)
Mtn	Mountain View	View
N	Neutral	Location & View
NonArm	Non-Arms Length Sale	Sale or Financing Concessions
o	Other	Basement & Finished Rooms Below Grade
O	Other	Design (Style)
op	Open	Garage/Carport
Prk	Park View	View
Pstlt	Pastoral View	View
PubTrn	Public Transportation	Location
PwrLn	Power Lines	View
Relo	Relocation Sale	Sale or Financing Concessions
REO	REO Sale	Sale or Financing Concessions
Res	Residential	Location & View
RH	USDA - Rural Housing	Sale or Financing Concessions
rr	Recreational (Rec) Room	Basement & Finished Rooms Below Grade
s	Settlement Date	Date of Sale/Time
sf	Square Feet	Area, Silo, Basement
Short	Short Sale	Sale or Financing Concessions
Unk	Unknown	Date of Sale/Time
VA	Veterans Administration	Sale or Financing Concessions
w	Withdraw Date	Date of Sale/Time
wo	Walk Out Basement	Basement & Finished Rooms Below Grade
Woods	Woods View	View
Wtr	Water View	View
WtrFr	Water Frontage	Location
wu	Walk Up Basement	Basement & Finished Rooms Below Grade

[illegible]

reporting requirements of this appraisal report form, including the following definition of market value, statement of assumptions and limiting conditions, and certifications. The appraiser must, at a minimum: (1) perform a visual inspection of the exterior areas of the subject property from at least the street, (2) inspect the neighborhood, (3) inspect each of the comparable sales from at least the street, (4) research, verify, and analyze data from reliable public and/or private sources, and (5) report his or her analysis, opinions, and conclusions in this appraisal report.

The appraiser must be able to obtain adequate information about the physical characteristics (including, but not limited to, condition, room count, gross living area, etc.) of the subject property from the exterior-only inspection and reliable public and/or private sources to perform this appraisal. The appraiser should use the same type of data sources that he or she uses for comparable sales such as, but not limited to, multiple listing services, tax and assessment records, prior inspections, appraisal files, information provided by the property owner, etc.

INTENDED USE: The intended use of this appraisal report is for the lender/client to evaluate the property that is the subject of this appraisal for a mortgage finance transaction.

INTENDED USER: The intended user of this appraisal report is the lender/client.

DEFINITION OF MARKET VALUE: The most probable price which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller, each acting prudently, knowledgeably and assuming the price is not affected by undue stimulus. Implicit in this definition is the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby: (1) buyer and seller are typically motivated; (2) both parties are well informed or well advised, and each acting in what he or she considers his or her own best interest; (3) a reasonable time is allowed for exposure in the open market; (4) payment is made in terms of cash in U. S. dollars or in terms of financial arrangements comparable thereto; and (5) the price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions* granted by anyone associated with the sale.

*Adjustments to the comparables must be made for special or creative financing or sales concessions. No adjustments are necessary for those costs which are normally paid by sellers as a result of tradition or law in a market area; these costs are readily identifiable since the seller pays these costs in virtually all sales transactions. Special or creative financing adjustments can be made to the comparable property by comparisons to financing terms offered by a third party institutional lender that is not already involved in the property or transaction. Any adjustment should not be calculated on a mechanical dollar for dollar cost of the financing or concession but the dollar amount of any adjustment should approximate the market's reaction to the financing or concessions based on the appraiser's judgment.

STATEMENT OF ASSUMPTIONS AND LIMITING CONDITIONS: The appraiser's certification in this report is subject to the following assumptions and limiting conditions:

1. The appraiser will not be responsible for matters of a legal nature that affect either the property being appraised or the title to it, except for information that he or she became aware of during the research involved in performing this appraisal. The appraiser assumes that the title is good and marketable and will not render any opinions about the title.
2. The appraiser has examined the available flood maps that are provided by the Federal Emergency Management Agency (or other data sources) and has noted in this appraisal report whether any portion of the subject site is located in an identified Special Flood Hazard Area. Because the appraiser is not a surveyor, he or she makes no guarantees, express or implied, regarding this determination.
3. The appraiser will not give testimony or appear in court because he or she made an appraisal of the property in question, unless specific arrangements to do so have been made beforehand, or as otherwise required by law.
4. The appraiser has noted in this appraisal report any adverse conditions (such as needed repairs, deterioration, the presence of hazardous wastes, toxic substances, etc.) observed during the inspection of the subject property or that he or she became aware of during the research involved in performing this appraisal. Unless otherwise stated in this appraisal report, the appraiser has no knowledge of any hidden or unapparent physical deficiencies or adverse conditions of the property (such as, but not limited to, needed repairs, deterioration, the presence of hazardous wastes, toxic substances, adverse environmental conditions, etc.) that would make the property less valuable, and has assumed that there are no such conditions and makes no guarantees or warranties, express or implied. The appraiser will not be responsible for any such conditions that do exist or for any engineering or testing that might be required to discover whether such conditions exist. Because the appraiser is not an expert in the field of environmental hazards, this appraisal report must not be considered as an environmental assessment of the property.
5. The appraiser has based his or her appraisal report and valuation conclusion for an appraisal that is subject to satisfactory completion, repairs, or alterations on the assumption that the completion, repairs, or alterations of the subject property will be performed in a professional manner.

4. I developed my opinion of the market value of the real property that is the subject of this report based on the sales comparison approach to value. I have adequate comparable market data to develop a reliable sales comparison approach for this appraisal assignment. I further certify that I considered the cost and income approaches to value but did not develop them, unless otherwise indicated in this report.

5. I researched, verified, analyzed, and reported on any current agreement for sale for the subject property, any offering for sale of the subject property in the twelve months prior to the effective date of this appraisal, and the prior sales of the subject property for a minimum of three years prior to the effective date of this appraisal, unless otherwise indicated in this report.

6. I researched, verified, analyzed, and reported on the prior sales of the comparable sales for a minimum of one year prior to the date of sale of the comparable sale, unless otherwise indicated in this report.

7. I selected and used comparable sales that are locationally, physically, and functionally the most similar to the subject property.

8. I have not used comparable sales that were the result of combining a land sale with the contract purchase price of a home that has been built or will be built on the land.

9. I have reported adjustments to the comparable sales that reflect the market's reaction to the differences between the subject property and the comparable sales.

10. I verified, from a disinterested source, all information in this report that was provided by parties who have a financial interest in the sale or financing of the subject property.

11. I have knowledge and experience in appraising this type of property in this market area.

12. I am aware of, and have access to, the necessary and appropriate public and private data sources, such as multiple listing services, tax assessment records, public land records and other such data sources for the area in which the property is located.

13. I obtained the information, estimates, and opinions furnished by other parties and expressed in this appraisal report from reliable sources that I believe to be true and correct.

14. I have taken into consideration the factors that have an impact on value with respect to the subject neighborhood, subject property, and the proximity of the subject property to adverse influences in the development of my opinion of market value. I have noted in this appraisal report any adverse conditions (such as, but not limited to, needed repairs, deterioration, the presence of hazardous wastes, toxic substances, adverse environmental conditions, etc.) observed during the inspection of the subject property or that I became aware of during the research involved in performing this appraisal. I have considered these adverse conditions in my analysis of the property value, and have reported on the effect of the conditions on the value and marketability of the subject property.

15. I have not knowingly withheld any significant information from this appraisal report and, to the best of my knowledge, all statements and information in this appraisal report are true and correct.

16. I stated in this appraisal report my own personal, unbiased, and professional analysis, opinions, and conclusions, which are subject only to the assumptions and limiting conditions in this appraisal report.

17. I have no present or prospective interest in the property that is the subject of this report, and I have no present or prospective personal interest or bias with respect to the participants in the transaction. I did not base, either partially or completely, my analysis and/or opinion of market value in this appraisal report on the race, color, religion, sex, age, marital status, handicap, familial status, or national origin of either the prospective owners or occupants of the subject property or of the present owners or occupants of the properties in the vicinity of the subject property or on any other basis prohibited by law.

18. My employment and/or compensation for performing this appraisal or any future or anticipated appraisals was not conditioned on any agreement or understanding, written or otherwise, that I would report (or present analysis supporting) a predetermined specific value, a predetermined minimum value, a range or direction in value, a value that favors the cause of any party, or the attainment of a specific result or occurrence of a specific subsequent event (such as approval of a pending mortgage loan application).

19. I personally prepared all conclusions and opinions about the real estate that were set forth in this appraisal report. If I relied on significant real property appraisal assistance from any individual or individuals in the performance of this appraisal or the preparation of this appraisal report, I have named such individual(s) and disclosed the specific tasks performed in this appraisal report. I certify that any individual so named is qualified to perform the tasks. I have not authorized anyone to make a change to any item in this appraisal report; therefore, any change made to this appraisal is unauthorized and I will take no responsibility for it.

23. The borrower, another lender at the request of the borrower, the mortgagee or its successors and assigns, mortgage insurers, government sponsored enterprises, and other secondary market participants may rely on this appraisal report as part of any mortgage finance transaction that involves any one or more of these parties.

24. If this appraisal report was transmitted as an "electronic record" containing my "electronic signature," as those terms are defined in applicable federal and/or state laws (excluding audio and video recordings), or a facsimile transmission of this appraisal report containing a copy or representation of my signature, the appraisal report shall be as effective, enforceable and valid as if a paper version of this appraisal report were delivered containing my original hand written signature.

25. Any intentional or negligent misrepresentation(s) contained in this appraisal report may result in civil liability and/or criminal penalties including, but not limited to, fine or imprisonment or both under the provisions of Title 18, United States Code, Section 1001, et seq., or similar state laws.

SUPERVISORY APPRAISER'S CERTIFICATION: The Supervisory Appraiser certifies and agrees that:

1. I directly supervised the appraiser for this appraisal assignment, have read the appraisal report, and agree with the appraiser's analysis, opinions, statements, conclusions, and the appraiser's certification.

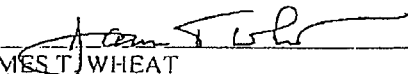
2. I accept full responsibility for the contents of this appraisal report including, but not limited to, the appraiser's analysis, opinions, statements, conclusions, and the appraiser's certification.

3. The appraiser identified in this appraisal report is either a sub-contractor or an employee of the supervisory appraiser (or the appraisal firm), is qualified to perform this appraisal, and is acceptable to perform this appraisal under the applicable state law.

4. This appraisal report complies with the Uniform Standards of Professional Appraisal Practice that were adopted and promulgated by the Appraisal Standards Board of The Appraisal Foundation and that were in place at the time this appraisal report was prepared.

5. If this appraisal report was transmitted as an "electronic record" containing my "electronic signature," as those terms are defined in applicable federal and/or state laws (excluding audio and video recordings), or a facsimile transmission of this appraisal report containing a copy or representation of my signature, the appraisal report shall be as effective, enforceable and valid as if a paper version of this appraisal report were delivered containing my original hand written signature.

APPRAISER

Signature 
Name JAMES T. WHEAT
Company Name SC APPRAISAL SERVICE LLC
Company Address PO BOX 210545
COLUMBIA, SC 29221-0545
Telephone Number 803-798-8621
Email Address scappraisalservice@sc.rr.com
Date of Signature and Report 11/03/2014
Effective Date of Appraisal 10/31/2014
State Certification # CR 467
or State License # _____
or Other (describe) _____ State # _____
State SC
Expiration Date of Certification or License 06/30/2016
ADDRESS OF PROPERTY APPRAISED
25 Caddis Creek Court
Irmo, SC 29063-8140

APPRAISED VALUE OF SUBJECT PROPERTY \$ 128,000

LENDER/CLIENT

Name No AMC
Company Name Brian Boger
Company Address 1331 Elmwood Ave
Columbia, SC 29201
Email Address _____

SUPERVISORY APPRAISER (ONLY IF REQUIRED)

Signature _____
Name _____
Company Name _____
Company Address _____
Telephone Number _____
Email Address _____
Date of Signature _____
State Certification # _____
or State License # _____
State _____
Expiration Date of Certification or License _____

SUBJECT PROPERTY

☐ Did not inspect exterior of subject property
☐ Did inspect exterior of subject property from street
Date of Inspection _____

COMPARABLE SALES

☐ Did not inspect exterior of comparable sales from street
☐ Did inspect exterior of comparable sales from street
Date of Inspection _____

BCD- 1819-7

State of South Carolina
Department of Labor, Licensing and Regulation
Real Estate Appraisers Board

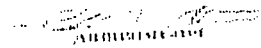
JAMES T. WHEAT

Is hereby entitled in practice as a:

Certified Residential Appraiser

License Number: 467

Expiration Date: 06/30/2019
NOT VALID FOR


ADMINISTRATOR

THE STATE OF SOUTH CAROLINA
In The Court of Appeals

APPEAL FROM RICHLAND COUNTY
Master-in-Equity

Hon. Joseph M. Strickland, Master-in-Equity

Case No. 2015-001807

Winrose Homeowners' Association, Inc. and Regime Solutions, LLC..... Respondents,

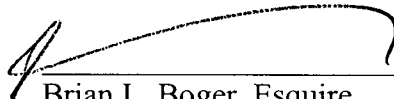
v.

Devery A. Hale and Tina T. Hale..... Appellants.

CERTIFICATE OF COUNSEL

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

January 25, 2015



Brian L. Boger, Esquire
Phillip A. Curiale, Esquire
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E-Mail: brian@brianboger.com
phill@brianboger.com
Attorneys for Appellants

THE STATE OF SOUTH CAROLINA
In The Court of Appeals

APPEAL FROM RICHLAND COUNTY
Master in Equity

Hon. Joseph M. Strickland, Master-in-Equity

Case No. 2015-001807

RECEIVED

JAN 26 2016

SC Court of Appeals

Winrose Homeowners' Association, Inc. and Regime Solutions, LLC..... Respondents,

v.

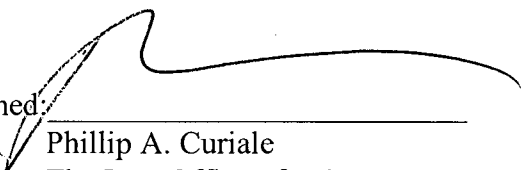
Devery A. Hale and Tina T. Hale..... Appellants.

PROOF OF SERVICE
For The
APPELLANTS' INITIAL REPLY BRIEF

I, Phillip A. Curiale, hereby certify that on 25 January 2016, I served a copy of the Record
on Appeal on counsel for the Respondents via United States Mail, postage pre-paid,
addressed as follows:

Stephanie C. Trotter, Esquire
McCabe, Trotter & Beverly, PC
P.O. Box 212069
Columbia, SC 29221
Telephone: (803)724-5000
Telecopier: (803)724-5001
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Attorney for Winrose Homeowners' Association, Inc
Respondent

Eric C. Hale, Esquire
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Telecopier: (803)726-3568
E-mail: collect@clarksonlawllc.com
Attorney for Regime Solutions, LLC
Respondent

Signed: 

Phillip A. Curiale
The Law Office of Brian L. Boger
1331 Elmwood Ave, Suite 210
Columbia, South Carolina 29201
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Telecopier: (803) 254-5025
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January 26, 2016
Columbia, South Carolina