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STATE OF SOUTH CAROLINA

COUNTY OF LANCASTER

IN THE COURT OF COMMON PLEAS

New York Community Bank,

PLAINTIFF

FORM 4
JUDGMENT IN A CIVIL CASE

APR 08 2016

SC Court of Appeals
C/A NO: 12-CP-29-0892

Scott L. Butler; Jacqueline Butler; Mortgage
Electronic Registration Systems, Inc., as nominee
for Northstar Mortgage Group, LLC; and LVNV
Funding, LLC, et al.,

DEFENDANT(S)

Submitted by: FINKEL LAW FIRM LLC
Magalie A. Creech (SC Bar 78855)

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 Judgment by the Court: _____

ORDER INFORMATION

This order ends does not end the case.

Additional Information for the Clerk: _____

FILED
OFFICE OF CLERK
OF COURT
2016 MAR -2 PM 1:25
CLERK OF COURT
LANCASTER, SC

INFORMATION FOR THE PUBLIC INDEX

Complete this section below when the judgment affects title to real or personal property or in 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)
New York Community Bank		

If applicable, describe the property, including tax map information and address referenced in the order: Being all of Lot 718 of Bridgehampton Subdivision, Phase 10, Map 3 as shown on plat recorded in Map Book 2004, Page 336, Office of the Clerk of Court for Lancaster County.

TMS Number: 0005A-0A-085.00

PROPERTY ADDRESS: 30245 Camden Lane. Fort Mill, SC

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.

[Signature] N/A 3/2/2016
~~Circuit Court Judge~~ Special Referee Judge Code Date

For Clerk of Court Office Use Only

This judgment was entered on the 2 day of MARCH, 2016 and a copy mailed first class or placed in the appropriate attorney's box on this 2 day of MARCH, 2016 to attorneys of record or to parties (when appearing pro se) as follows:

FINKEL LAW FIRM LLC
Post Office Box 71727
North Charleston, SC 29415
Attorney(s) for Plaintiffs

SEE ATTACHED LIST

Attorney(s) for the Defendant(s)

SCRCP Form 4C (12/2011)

[Signature]
CLERK OF COURT

Court Reporter:

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

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

SCRCP Form 4C (03/2013)

DEFENDANTS

Bridget Swing, Esquire
111 East North Street
P.O. Box 8246
Greenville, SC 29604
Attorneys for Defendants Butler

Adam S. Tesh, Esq.
RICHARDSON PLOWDEN & ROBINSON, P.A.
Post Office Drawer 7788
Columbia, SC 29202
Attorney for LVNV Funding, LLC

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STATE OF SOUTH CAROLINA

COUNTY OF LANCASTER

New York Community Bank,

PLAINTIFF,

vs.

Scott L. Butler; Jacqueline Butler; Mortgage
Electronic Registration Systems, Inc., as
nominee for Northstar Mortgage Group,
LLC; and LVNV Funding, LLC,

DEFENDANTS.

IN THE COURT OF COMMON PLEAS

C/A NO: 2012-CP-29-0892

ORDER AND JUDGMENT OF
FORECLOSURE AND SALE
(DEFICIENCY WAIVED)

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APR 08 2016

SC Court of Appeals

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OF COURT
2016 MAR -2 PM 1:25
CLERK OF COURT
LANCASTER, SC

TO: Magalie A. Arcure
FINKEL LAW FIRM LLC
Attorneys for the Plaintiff

ANSWERING DEFENDANTS:

Bridget D. Swing, Esquire
*Attorney for Defendants Scott L. Butler and
Jacqueline Butler*

Adam S. Tesh, Esquire
*Attorney for Defendant
LVNV Funding, LLC*

THIS MATTER having been opened to the Court upon the filing of a Motion for Summary Judgment by New York Community Bank (Plaintiff) for the foreclosure of a residential mortgage on property owned by Scott L. Butler and Jacqueline Butler ("Defendants"); the Court having conducted a hearing on the Motion on February 12, 2015; the Court having considered the oral argument of counsel; there being no material facts in dispute and good and sufficient cause having been shown.

Pursuant to Rule 53 SCRPC, the above-entitled matter was referred. Any appeal from any order or judgment issued by the master or special referee shall be to the Supreme Court or the Court of Appeals as provided by the South Carolina Appellate Court Rules.

Pursuant to the said Order of Reference, a hearing was held and was attended by counsel. The testimony was taken, which is reported herewith. From the testimony and evidence, I find, conclude and order as follows:

FINDINGS OF FACT AND CONCLUSIONS OF LAW

1. Based upon the Certification of Compliance filed herein, I find the requirements of S.C. Supreme Court Administrative Order 2011-05-02-01 have been satisfied and the within captioned action no longer stayed by the above-referenced order.
2. The loan that is subject to this action is *not* owned, securitized, or guaranteed by Fannie Mae or Freddie Mac, and is not held by a servicer who is participating in the Home Affordable Modification Program (HMP) and, therefore is not subject to modification under the HMP. Accordingly the within captioned action no longer stayed by the above-referenced order.
3. The Lis Pendens was filed on July 5, 2012.
4. The Summons and Complaint were filed on July 5, 2012.
5. Service was made upon the Defendants named in this Report as is shown by the proof(s) of service filed herein.
6. All of the defendants herein and/or all attorneys of record were notified of the time, date and place of the hearing in this matter.
7. The Defendant Mortgage Electronic Registration Systems, Inc., as nominee for Northstar Mortgage Group, LLC is in default as shown by Affidavit on file herein.
8. According to the Affidavit filed herein, the Defendants Scott L. Butler and Jacqueline Butler are not in the Military Service of the United States of America, as contemplated under the Servicemembers Civil Relief Act (2003), and any amendments thereto
9. Adam S. Tesh, Esquire, attorney for Defendant, LVNV Funding, LLC, served an Answer on the Plaintiff, which is on file herein.
10. Defendants Scott L. Butler and Jacqueline Butler filed an Answer herein, *pro se*. The Answer does not raise any defenses or claims against Plaintiff.
11. Defendants Scott L. Butler and Jacqueline Butler additionally served their First Set of Interrogatories and Request for Production of Documents on or about May 8, 2013. In response to Defendant's Request for Production, *inter alia*, Plaintiff provided a copy of the promissory note executed by Defendants. Said copy of the subject note did not include any copies of subsequent indorsements or allonges.
12. Subsequently, Bridget D. Swing, Esquire, filed a Notice of Appearance for Defendants Scott L. Butler and Jacqueline Butler on June 9, 2014.
13. On June 16, 2014 Defendants served Plaintiff with Supplemental Interrogatories and Request for Production of Documents. In response to the Supplemental Requests for Production of Documents, Plaintiff provided a copy subject note. This copy included two

indorsed. S.C. Code § 36-3-205. A person who is the holder of a negotiable instrument is entitled to enforce it. S.C. Code § 36-3-301. A holder is a person in possession of instrument drawn, issued, transferred, or indorsed to him. S.C. Code Ann. § 36-1-201(20). Furthermore, Section 36-3-301 of the South Carolina Code states:

Person entitled to enforce an instrument means (i) the holder of the instrument, (ii) a nonholder in possession of the instrument who has the rights of a holder, or (iii) a person not in possession of the instrument who is entitled to enforce the instrument pursuant to Section 36-3-309 or 36-3-418(d). A person may be a person entitled to enforce the instrument even though the person is not the owner of the instrument or is in wrongful possession of the instrument.

See S.C. Code 36-3-301.

- b. Plaintiff is in possession of the promissory note in this case, which is indorsed to Plaintiff from the FDIC, as Receiver for AmTrust Bank f/k/a Ohio Savings Bank. Plaintiff is therefore entitled under the law of this State to enforce the note.
- c. In South Carolina, the mortgage is secondary to the note in a foreclosure proceeding. The South Carolina Supreme Court has stated: "The assignment and delivery of the note carries with it the mortgage securing the same. The note is the principal and the mortgage is the incident and follows the note in its delivery from one person to another." *Union Nat'l Bank of Columbia v. Cook*, 110 S.C. 99, 96 S.E. 484 (1918). The second edition of American Jurisprudence has expanded on this reasoning, stating that "[a] mortgage securing the repayment of a promissory note follows the note, and thus, only the rightful owner of the note has the right to enforce the mortgage." 55 Am Jur 2d Mortgages § 584. Consequently, in South Carolina a holder of an endorsed note has the right and standing to bring an action to enforce the mortgage securing the note. As the holder of the Note in this case, Plaintiff has standing to sue for foreclosure.
- d. Pursuant to S.C. Code §36-3-203(a), whether the transfer is a negotiation or not, it vests the transferee any rights the transferor had. See S.C. Code §36-3-203(a). As a result, Plaintiff is a holder in possession of the instrument and entitled to enforce it even if it is not the owner of the instrument or are in wrongful possession pursuant to S.C. Code § 36-3-301.
- e. As the mortgagee, Plaintiff has standing to foreclose because it stands in the shoes of its assignor. See *Twelfth RMA Partners, L.P. v. Nat'l Safe Corp.*, 335 S.C. 635, 639, 518 S.E.2d 44, 46 (Ct. App. 1999)); see also S.C. Code Ann. § 36-3-203(b) (providing a transfer of an instrument vests in the transferee any rights the transferor had).
-

allonges, and several indorsements including an indorsement from the Federal Deposit Insurance Corporation as Receiver of AmTrust Bank fka Ohio Savings Bank to the Plaintiff.

14. Defendants Scott L. Butler and Jacqueline Butler were served with Plaintiff's First Requests for Admission on August 8, 2014. Defendants admit that they own the subject property, that Scott L. Butler signed a note dated October 30, 2006, that Defendants signed a mortgage dated October 30, 2006, that Plaintiff provided notice of their default, that they are in default under the terms of the note and mortgage, and the default has not been cured.

15. Prior to the hearing on February 12, 2015, Defendants filed an Opposition to Plaintiff's Motion for Summary Judgment, Motion to Amend Answer to assert affirmative defenses, and Motion for Summary Judgment.

16. Plaintiff's counsel presented the original mortgage and promissory note with allonges and indorsement to Plaintiff at the hearing. Defendants challenged Plaintiff's standing by arguing that material facts remained in dispute regarding the validity of the indorsements and allonges to the original note. Defendants additionally challenged the validity of the Affidavit of Debt under Rule 56(e), SCRPC.

17. The Court took all motions under advisement and requested the parties to submit respective supplemental memoranda of law as to the issue of standing. Plaintiff filed its supplemental memorandum on March 16, 2015.

18. Thereafter, the case was stayed by the commencement of Defendants' Chapter 11 bankruptcy proceedings. After the bankruptcy was dismissed on September 30, 2015, Defendants filed a motion for additional time in which to file a supplemental memorandum of law and retained W. Jeffrey Barnes to assist with their representation of the case upon his admission to practice in South Carolina *pro hac vice*. The Court granted the Defendants' extension request, and ordered that their supplemental memorandum be served by December 1, 2015.

19. On December 1, 2015, Defendants served a Rule 56(f) Motion for additional discovery and continuance of the hearing on Plaintiff's Motion for Summary Judgment, and a Supplemental Memorandum in opposition to Plaintiff's Motion for Summary Judgment.

20. After thorough review and consideration of the oral arguments of counsel, the evidence presented at the hearing, and the additional memoranda submitted by the parties, I find that Plaintiff has established its standing to enforce the subject note for the following reasons:

- a. A promissory note is a "negotiable instrument" within the meaning of South Carolina's version of the Uniform Commercial Code. S.C. Code § 36-3-104. Negotiable instruments may be negotiated by indorsement. S.C. Code § 36-3-204. An indorsement may be a special indorsement or a blank indorsement. A blank indorsement is an indorsement which does not identify the person to whom the instrument is being

- f. Furthermore, based upon the Adjustable Rate Loan Modification Agreement executed by Defendant Scott L. Butler, Defendant Butler acknowledged that AmTrust Bank, formerly known as Ohio Savings Bank, was the holder and owner of the subject note and of April 1, 2009.
- g. Finally, I find that the Affidavit of Debt satisfies the requirements of Rule 56(e), SCRCP.
21. Accordingly, I find there is no genuine issue of material fact in dispute and summary judgment in Plaintiff's favor is proper. All other motions before the Court are consequently denied.
22. For value received, Scott L. Butler and Jacqueline Butler made, executed and delivered a Note dated October 30, 2006, promising thereby to pay to the order of Northstar Mortgage Group, LLC, the sum of \$518,845.00, with interest at an adjustable rate pursuant to the terms of the Note. Other terms and conditions are stated in the Note, which is of record herein.
23. To better secure the payment of the Note described above, the said Scott L. Butler and Jacqueline Butler made, executed and delivered to Mortgage Electronic Registration Systems, Inc., as nominee for Northstar Mortgage Group, LLC, a Mortgage in writing, dated October 30, 2006, covering real property in Lancaster County, which is the same as that described in the Complaint. The Mortgage was filed on November 6, 2006, and is of record in the Office of the Register of Deeds for Lancaster County in Book 1608 at Page 265.
24. This Mortgage constitutes a first mortgage lien on the subject property and is a Purchase Money Mortgage.
25. By Assignment of Mortgage dated May 30, 2012, and recorded June 18, 2012, in Book 2506 at Page 295, in the Office of the Register of Deeds for Lancaster County, Mortgage Electronic Registration Systems, Inc., as nominee for Northstar Mortgage Group, LLC assigned the subject Note and Mortgage to New York Community Bank, the present lienholder and Plaintiff herein.
26. By subsequent agreement the parties modified the terms of the original loan which, inter alia, increased the principal balance due.
27. The titleholders of record in and to the subject property as of the filing of the Lis Pendens in this action are Scott L. Butler and Jacqueline Butler.
28. Payment due on the Note has not been made as provided for therein, and Plaintiff, as the holder thereof, has elected to require immediate payment of the entire amount due thereon and has placed the Note and Mortgage in the hands of an attorney for collection.
29. Counsel for Plaintiff filed an affidavit as to attorney's fees and costs in this case, which was not contested, and, therefore, I find as fact herein. Having considered the nature, extent and difficulty of the services rendered, the time involved in reviewing the various documents, performing the title search, preparing the pleadings, attending hearings and argument, the professional standing of counsel,

the fee customarily charged for similar services, and the beneficial results obtained for Plaintiff, I find that the sum of \$4,010.00 is a reasonable fee to allow under the terms of the Note and Mortgage as attorney's fees for Plaintiff's attorney for services performed and anticipated to be performed until final adjudication of the action.

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

Principal due as of March 1, 2012	\$520,051.12
Interest from February 1, 2012 through February 12, 2015	59,466.76
Escrow	13,865.00
Late charges	460.42
Expense Advances	6,823.93
Costs of collection prior to hearing	1,041.50
Attorney Fees (awarded but unpaid)	4,010.00
TOTAL DEBT secured by Note and Mortgage, including interest to date shown	\$605,718.73

Interest for the period from February 12, 2015 as shown above at the rate of 4.5% shall be added to the Principal Balance shown above through the date this Judgment is filed. After the date of judgment, interest at the rate of 4.5% on the total judgment debt should be added to such judgment debt to comprise the amount of Plaintiff's debt secured by the Mortgage.

31. Plaintiff does not demand a deficiency judgment in the event the sale of the real estate herein does not yield a sum sufficient to satisfy all indebtedness due unto Plaintiff, including costs and Attorney's fees.

32. The following Defendants claim, or may claim a lien upon or interest in the subject property as follows:

- a. Mortgage Electronic Registration Systems, Inc., as nominee for Northstar Mortgage Group, LLC, by virtue of a Mortgage from Scott L. Butler and Jacqueline Butler, dated October 30, 2006, and recorded November 6, 2006, in Book 1608 at Page 284, in the amount of \$138,358.00.
- b. LVNV Funding, LLC, by virtue of a judgment against Jacqueline Butler in Case No. 2011-CP-29-847, filed August 17, 2011, in the amount of \$18,362.50

The interest or liens of the above defendants, if any, are junior and subordinate to the plaintiff's purchase money Mortgage.

IT IS THEREFORE ORDERED:

1. Plaintiff's Motion for Summary Judgment against Defendants from Scott L. Butler and Jacqueline Butler is granted.
2. There is due to Plaintiff on the obligation and Mortgage set forth in the Complaint the sum of \$605,718.73, representing the "Total Debt" due Plaintiff as set forth in the Findings of Fact, *supra*, together with interest at the rate provided therein from the date aforesaid to the date hereof.
3. The amount due in the preceding paragraph (the "Total Debt" as set forth in the Findings of Fact, *supra*, and later accrued interest) shall constitute the total judgment debt due the Plaintiff and shall bear interest hereafter at the rate of 4.5%.
4. The Defendant(s) liable for the aforesaid Mortgage debt shall, on or before the date of sale of the property hereinafter described, pay to Plaintiff, or Plaintiff's attorney, the amount of Plaintiff's debt as aforesaid, together with the costs and disbursements of this action. If such debt is paid in full, then the foreclosure sale shall be cancelled.
5. On default of payment at or before the time herein indicated, the mortgaged premises described in the Complaint, as hereinafter set forth, shall be sold by the Special Referee, or his agent under the direction of the Special Referee, at public auction, at the Lancaster County Courthouse, Lancaster, South Carolina, 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 Tuesday next succeeding such holiday), on the following terms, that is to say:
 - A. **FOR CASH:** The Special Referee will require a deposit of 5% on the amount of the bid (in cash or equivalent), same to be applied on the purchase price only upon compliance with the bid, but in case of non-compliance within 20 days, the deposit may be forfeited without further hearing and applied to the costs and Plaintiff's debt.
 - B. Interest on the balance of the bid shall be paid to the day of compliance at the rate of 4.5%.
 - C. The sale shall be subject to taxes and assessments, existing easements and easements and restrictions of record.
 - D. This Mortgage constitutes a first priority lien on the subject property and is a Purchase Money Mortgage.
 - E. Purchaser to pay for deed preparation and costs of recording the Deed, and transfer taxes.
6. If Plaintiff be the successful bidder at the said sale, for a sum not exceeding the amount of costs, disbursements and expenses and the indebtedness of Plaintiff in full, Plaintiff may pay to the Special Referee only the amount of the costs, disbursements and expenses crediting the balance of the bid on Plaintiff's indebtedness.

7. The Special Referee will, by advertisement according to law, give notice of the time, date, place of sale, and the terms thereof, which Notice of Sale is incorporated herein by reference; and will execute to the Purchaser, or Purchasers, a deed to the premises sold. Plaintiff, or any other party to this action, may become a purchaser at such sale, and that if, upon such sale being made, the Purchaser, or Purchasers, should fail to comply with the terms thereof within 20 days after date of sale, then the Special Referee 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.
8. Should Plaintiff, Plaintiff's attorney, or Plaintiff's agent fail to appear on the day of sale, the property shall not be sold, and in that event any such sale shall be null and void and of no force and effect. The property shall be re-advertised and sold at some convenient sales day thereafter when Plaintiff, Plaintiff's attorney, or Plaintiff's agent is present.
9. That the Special Referee will apply the proceeds of the sale as follows:
- FIRST:** To 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 of Plaintiff, or Plaintiff's attorney, of the amount of Plaintiff's debt and interest, so much thereof as the purchase money will pay on the same.
- NEXT:** Any surplus funds will be held pending further order of the Court.
10. **IT IS FURTHER ORDERED** that in the event the successful bidder is other than the Defendant(s) in possession herein, upon full compliance with the bid, and upon issuance of a Writ of Assistance by this Court, the Sheriff of Lancaster 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 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.
11. **IT IS FURTHER ORDERED** that, in the event the successful bidder is other than the Defendant(s) in possession herein and the occupant(s) have voluntarily vacated the premises or have been ejected from the premises leaving furnishings, fixtures and items not subject to Plaintiff's Mortgage in said premises, upon full compliance with the bid, Purchaser is authorized to remove therefrom all furnishings, fixtures and items not subject to the lien of Plaintiff's mortgage, which personal property, being deemed abandoned, shall be removed by Purchaser or its agents from the subject property by placing said personal property on the public street or highway or by any other means.
12. **IT IS FURTHER ORDERED** that, in addition to all parties deemed by law to have received constructive notice of the action herein, the Defendant(s) named herein and all persons whomsoever claiming under said defendant(s), be forever barred and foreclosed of all right, title, interest and equity of redemption in the said mortgaged premises so sold, or any part thereof.

**NOTICE OF SPECIAL REFEREE SALE
CIVIL ACTION NO. 12-CP-29-0892**

BY VIRTUE OF A DECREE of the Court of Common Pleas for Lancaster County, South Carolina, heretofore issued in the case of New York Community Bank, against Scott L. Butler; Jacqueline Butler; Mortgage Electronic Registration Systems, Inc., as nominee for Northstar Mortgage Group, LLC; and LVNV Funding, LLC, *et al.*, the Special Referee for Lancaster County, or his/her agent, will sell on May 2, 2016, at 11:00 AM, at Lancaster County Courthouse, 104 N. Main Street, Courtroom B, Lancaster, South Carolina, to the highest bidder:

Being all of Lot 718 of Bridgehampton Subdivision, Phase 10, Map 3 as shown on plat recorded in Map Book 2004, Page 336, Office of the Clerk of Court for Lancaster County.

TMS Number: 0005A-0A-085.00
PROPERTY ADDRESS: 30245 Camden Lane. Fort Mill, SC

This being the same property conveyed to Scott L. Butler and Jacqueline Butler by deed of John Wieland Homes and Neighborhoods of The Carolinas, Inc. fka John Wieland Homes and Neighborhoods of North Carolina, Inc, dated October 31, 2006, and recorded in the Office of the Register of Deeds for Lancaster County on November 6, 2006, in Deed Book 364 at Page 104.

TERMS OF SALE: FOR CASH. The Special Referee will require a deposit of 5% of the bid amount in cash or certified funds, which is to be applied on the purchase price upon compliance with the bid. Interest on the balance of the bid at 4.5% shall be paid to the day of compliance. In case of noncompliance within 20 days, after the sale, the deposit of 5% is to be forfeited and applied to Plaintiff's judgment debt and the property re-advertised for sale upon the same terms at the risk of the former highest bidder. Purchaser to pay for deed recording fees and deed stamps.

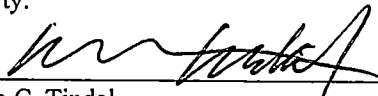
Deficiency judgment not being demanded, the bidding will not remain open after the date of sale, but compliance with the bid may be made immediately.

Should Plaintiff, Plaintiff's attorney, or Plaintiff's agent fail to appear on the day of sale, the property shall not be sold, but shall be re-advertised and sold at some convenient sales day thereafter when Plaintiff, Plaintiff's attorney, or Plaintiff's agent, is present.

The sale shall be subject to taxes and assessments, existing easements and easements and restrictions of record.

Plaintiff does not warrant its title search to purchasers at foreclosure sale or other third parties, who should have their own title search performed on the subject property.

March 7, 2016
Lancaster, South Carolina



William C. Tindal
Special Referee for Lancaster County

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