

STATE OF SOUTH CAROLINA

COUNTY OF RICHLAND

Sterling Lending Group, Inc., as agent for  
Regent Bank,

Plaintiff,

v.

Tamara L. Steiner, Thomas Williams, Jr.,  
Ben Staples, SC Housing Corp, acting  
through South Carolina State Housing  
Finance and Development Authority's  
South Carolina Homeownership and  
Employment Lending Program, Terry  
Huffstetter and Tin Huffstetter, Joan L.  
Miller, Atlantic Credit & Finance, Inc.,  
Department of the Treasury – Internal  
Revenue Service, State of South Carolina  
Department of Revenue and First  
Financial Corporation,

Defendants.

IN THE COURT OF COMMON PLEAS

C/A NO: 2013-CP-40-5959

RECEIVED

APR 29 2016

SC Court of Appeals  
ORDER DENYING MOTION TO VACATE  
SALE OR IN THE ALTERNATIVE STAY OF  
SALE

2015 NOV -3 11:11:38  
C.C.P. & U.C.C.  
CLERK OF COURT

This matter came before me on September 10, 2015 on Kenneth W. Steiner, III, and Amie S. Seebauer's Motion to Vacate Sale or in the alternative Stay of Sale Until Title is Clear ("Motion"). The Motion was dated June 26, 2015 and filed the same day with the Richland County Clerk of Court. Mr. Steiner and Ms. Seebauer ("Movants") styled their appearance as Petitioners, though they were not parties or intervenors in the instant matter. The Movants appeared at the hearing and were represented by David Eugene Massey, Esq., in a special appearance.

Drew B. Walker, Esq., and M. Alan Peace, Esq., appeared at the hearing for the Plaintiff Sterling Lending Group, Inc., as agent for Regent Bank ("Plaintiff").

Based upon my review of the motion, statutes, case law and oral arguments of counsel, I

find and conclude that the Motion is denied.

### **FINDINGS AND CONCLUSIONS OF LAW**

This Court entered an Order of Foreclosure and Sale on June 6, 2014 in the instant matter. A Supplemental Order of Foreclosure and Sale was issued by this Court on January 21, 2015. Pursuant to the aforementioned orders, the real property that is the subject of this action commonly known as 2144 Long Trail, Hopkins, SC ("Subject Property") was sold at public auction on February 2, 2015. Plaintiff was the successful bidder of the Subject Property at the public auction.

I executed and delivered a deed of conveyance to the Plaintiff of the Subject Property dated March 9, 2015 and recorded in the Office of the Register of Deeds for Richland County ("ROD") in Book 2011 at Page 1553. Plaintiff holds title to the Subject Property.

Movants's counsel stated they are devisees under the Last Will and Testament of Phillip Chappell, Jr., whose estate ("Estate") was opened in 2000 in the Richland County Probate Court as 2000-ES-40-1277. Movants state a belief in their Motion that an October 27, 2008 conveyance by Warranty Deed of the Subject Property recorded on November 7, 2008 in Book 1474 at Page 3767 in the ROD ("Deed") is voidable pursuant to S.C. Code Ann. 62-3-713 because Tamara L. Steiner, along with Laurie L. Steiner, as Personal Representatives of the Estate, conveyed the Subject Property to Thomas Williams, Jr., and Tamara L. Steiner as joint tenants with a right of survivorship ("Defendant Grantees"), who are Defendants in the instant matter. The Defendants are in default and did not contest the foreclosure or appear at the instant motion hearing.

The consideration for the Deed was \$125,000.00. The Probate Court had previously approved a sales of price of \$125,000.00 to Laurie Steiner in its June 21, 2007 Order. Plaintiff loaned the Grantees the consideration for the conveyance, which was secured by its mortgage as enumerated in the aforementioned foreclosure orders. Plaintiff's counsel argued that the last

sentence of the Reporter's comments in S.C. Code Ann. 62-3-713, by extension, is applicable in this instance to Plaintiff lender/mortgagee. The comment states: "The general principles of law pertaining to a bona fide purchaser for value will protect the title to property in the hands of such a purchaser who obtained it without notice of the conflict of interest or act of self-dealing." Further, Plaintiff's counsel argued that S.C. Code 62-3-910<sup>1</sup> is directly applicable to Plaintiff, in the event that the Deed was ever determined to be voidable under S.C. Code 62-3-713. Movants presented no evidence or testimony as to why Plaintiff's lien could be construed as invalid under S.C. Code 62-3-910 even in the event a court held that the Deed was voidable under S.C. Code 62-3-713.

I find Plaintiff's mortgage that is the subject of this action ("Mortgage") is valid and was properly foreclosed, and that Plaintiff is a bona fide mortgagee or lender for value without notice under general principles of South Carolina law and S.C. Code 62-3-910 (a). Movant's counsel argued that the Deed and Mortgage were invalid because a warranty deed was given instead of a deed of distribution. I find that the Deed, which denotes it was from a personal representative, is one of the types of "instruments" contemplated in S.C. Code 62-3-910 (a), and Movant's argument therefore fails.

Further, the Deed to the Defendant Grantees and the Mortgage given to Plaintiff by them

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<sup>1</sup> (A) If property distributed in kind (whether real or personal property) or a mortgage or other security interest therein is acquired for value by a purchaser from or lender to a distributee who has received an instrument or deed of distribution from the personal representative, or is so acquired by a purchaser from or lender to a transferee from such distributee, the purchaser or lender takes title free of rights of any interested person in the estate and incurs no personal liability to the estate, or to any interested persons, whether or not the distribution was proper or supported by court order or the authority of the personal representative was terminated before execution of the instrument or deed. This section protects a purchaser from or lender to a distributee who, as personal representative, has executed a deed of distribution to himself, as well as a purchaser from or lender to any other distributee or his transferee. To be protected under this provision, a purchaser or lender need not inquire whether a personal representative acted properly in making the distribution in kind, even if the personal representative and the distributee are the same person, or whether the authority of the personal representative had terminated before the distribution. Any recorded instrument described in this section on which the appropriate documentary or revenue stamps are affixed is prima facie evidence that the transfer was made for value.

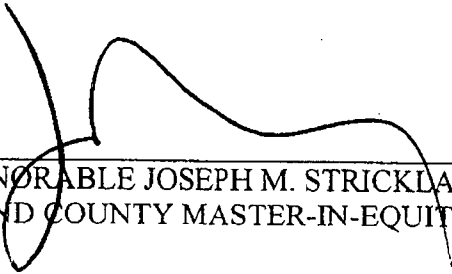
have been recorded since 2008. Movants knew or should have known that any action to void the Deed or invalidate the Mortgage should have been brought within the applicable three year statute of limitations.

Accordingly,

IT IS HEREBY ORDERED, ADJUDGED, AND DECREED as follows:

Plaintiff's Mortgage is valid and was properly foreclosed, and that Plaintiff is a bona fide mortgagee or lender for value without notice under general principles of South Carolina law and S.C. Code 62-3-910 (a). The Deed, which denotes it was from a personal representative, is one of the types of "instruments" contemplated in S.C. Code 62-3-910 (a). Movant's efforts to void the Deed or invalidate the Mortgage are barred by the statute of limitations. Plaintiff's Motion is denied.

AND IT IS SO ORDERED.



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THE HONORABLE JOSEPH M. STRICKLAND  
RICHLAND COUNTY MASTER-IN-EQUITY

CERTIFIED TRUE COPY  
OF ORIGINAL FILED,  
*Janetta W. M. Bode*  
C.C.C.P.&G.S. 19-14  
RICHLAND COUNTY  
SOUTH CAROLINA

Oct. 29, 2015  
Columbia, South Carolina

**TYLER, JACKSON, PEACE & SILVER, LLC**

ATTORNEYS AND COUNSELORS AT LAW

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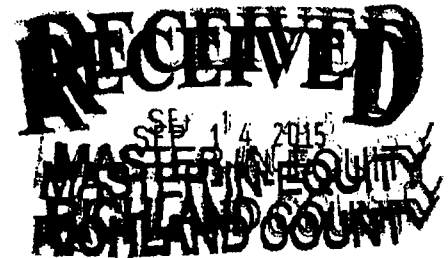
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TELECOPIER (803) 765-2468

September 11, 2015

**VIA HAND DELIVERY**

Honorable Joseph M. Strickland  
Richland County Master-in-Equity  
Richland County Judicial Center  
1701 Main Street  
Columbia, South Carolina 29202-0192

**Re: Sterling Lending Group, Inc., as agent for Regent Bank v.  
Tamara L. Steiner, Thomas Williams, Jr., et al.  
Civil Action No.: 2013-CP-40-5959  
Our File No.: 3029.27507/MAP**



Dear Judge Strickland:

Pursuant to your request, please find enclosed Plaintiff's proposed Order Denying Motion to Vacate Sale or in the Alternative Stay of Sale regarding the hearing held yesterday, September 10, 2015, in the above referenced matter. For your convenience, I am also enclosing a disc containing the proposed order in the event any changes to the proposed order are needed.

By copy of this letter, I am also serving special appearance counsel, David E. Massey with a copy of the proposed order via hand delivery.

Thank you for your ongoing courtesy and cooperation in this regard. If you have any questions, please do not hesitate to contact me.

Sincerely,  
**TYLER, JACKSON, PEACE  
& SILVER, LLC**

  
M. Alan Peace

MAP/clb

cc: **VIA HAND DELIVERY**  
David E. Massey, Esq.  
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**VIA REGULAR MAIL ONLY**  
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