

STATE OF SOUTH CAROLINA
COUNTY OF RICHLAND

US Bank, National Association, as Trustee for
the Holders of the Banc of America Funding
Corporation, 2008-FT1 Trust, Mortgage Pass-
Through Certificates, Series 2008-FT1,

Plaintiff,

v.

William R. Taylor; William R. Moredock;
Rupert E. Moredock, Individually, and in his
capacity as Trustee of the William M.
Moredock Living Trust, and in his capacity as
Personal Representative of the Estate of W.M.
Moredock; South Carolina Department of
Employment and Workforce; Eve Moredock
Stacey; Regina J. Taylor; TD Bank, N.A.
ultimate successor by merger to Bank of
Columbia, N.A.; United States of America,
acting through its agency, Department of
Treasury - Internal Revenue Service; The
Estate of Lillie F. Moredock, John Doe and
Richard Roe, as Representatives of all Heirs
and Devisees of Lillie F. Moredock, Deceased,
and all persons entitled to claim under or
through them; also, all other persons or
corporations unknown claiming any right, title,
interest in or lien upon the real estate described
herein, any unknown adults, whose true names
are unknown, being as a class designated as
John Doe, and any unknown infants, persons
under disability, or persons in the Military
Service of the United States of America, whose
true names are unknown, being as a class
designated as Richard Roe,

Defendant(s)

IN THE COURT OF COMMON PLEAS
CASE NO.: 2011-CP-40-06937

RECEIVED
MAY 12 2016
SC Court of Appeals

SUPPLEMENTAL MASTER IN EQUITY'S
REPORT
AND JUDGMENT OF FORECLOSURE AND
SALE

DEFICIENCY DEMANDED AS TO
DEFENDANT(S) WILLIAM R. TAYLOR

RICHLAND COUNTY
FILED
2016 MAY -6 AM 8:47
JEANETTE W. MCBRIDE
C.C.P. & G.S.

File reference: 11-22418



SCANNED

Pursuant to Rule 53 of the South Carolina Rules of Civil Procedure (hereinafter "SCRCP"), the above-entitled matter was referred to the undersigned Master In Equity to make appropriate findings of fact and conclusions of law, with authority to enter a final Judgment in the cause. Any appeal from the decision of the Master In Equity shall be directly to the South Carolina Court of Appeals or Supreme Court.

Pursuant to the said reference, a hearing was held on July 28, 2015, attended by Brock & Scott PLLC, attorney for the Plaintiff, and a *Master In Equity's Order and Judgment of Foreclosure and Sale* was entered on August 5, 2015 (hereinafter: "Original Judgment"). All findings of fact, conclusions of law, orders and judgments contained in the Original Judgment remain binding and in effect except as expressly modified herein below. Subsequent to said hearing, the Plaintiff requested that the foreclosure sale be canceled due to the filing of a Notice of Motion and Motion for new Trial recorded on August 21, 2015. Subsequently, an Order Denying the Defendants Motion for New Trial was recorded on December 22, 2015. Plaintiff now wishes to proceed to foreclosure sale and a supplemental hearing was held on April 12, 2016, for the purpose of updating the debt due to the Plaintiff and setting a foreclosure sale date, a hearing was held, attended by the attorneys of record, the testimony was taken, which is reported herewith, and from the testimony and evidence, I find and conclude as follows:

FINDINGS OF FACT:

1. Having considered the nature, extent and difficulty of the services rendered (the field of mortgage foreclosures being a specialized area of practice); the time involved in reviewing the various loan documents, performing the title search, preparing the pleadings and preparing for and attending hearings; the professional standing of the Plaintiff's attorney; the fee customarily charged in this jurisdiction for similar services; and the beneficial results obtained for the Plaintiff, I find that the sum of \$2,137.50 is a reasonable attorney's fee for the Plaintiff's attorney for services performed and anticipated to be performed until final adjudication of the within action, under the terms of the note and mortgage. Services anticipated to be performed until final

adjudication contemplates completion of this matter within a reasonable time and does not include exceptional, unanticipated circumstances delaying conclusion beyond the normal time.

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

Principal due as of today's date:	04/12/16		\$177,219.88
Accrued interest from:	02/15/09	to: 04/04/16	\$ 88,537.11
Accruing at:	7% per annum		
Advancements to Escrow			\$ 51,795.77
Corporate Advances			\$ 18,777.59
Suspense Credit:			\$ (2,340.92)
Costs of collection prior to hearing:			\$ 5,829.17
Attorney's fees:			\$ 2,137.50

Total Debt secured by note and mortgage, including interest to date is \$341,956.10. Interest for the period from the date shown in 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 7% per annum, pursuant to the terms of the note and mortgage on the judgment debt should be added to such judgment debt to comprise the amount of the Plaintiff's debt secured by the mortgage through the date to which such interest is computed.

3. The Plaintiff is seeking foreclosure of its mortgage and has, in the Complaint or subsequently thereto in writing, expressly Demanded the right to a personal or deficiency Judgment pursuant to Rule 71(b), SCRCF.

CONCLUSIONS OF LAW: I, therefore, conclude as follows:

1. The Plaintiff should have judgment of foreclosure of its mortgage; and the mortgaged property should be ordered sold at public auction after due advertisement.
2. That there is due to the Plaintiff on its note and mortgage the sum of \$341,956.10. representing the Total Debt due to the Plaintiff as outlined above, together with interest thereon at the rate provided in the note to the date hereof.

3. That the amount due in the preceding paragraph (the "Total Debt") and later accrued interest and costs shall constitute the total judgment debt due to the Plaintiff and shall bear interest hereafter at the rate of 7% per annum.

IT IS, THEREFORE, ORDERED, ADJUDGED AND DECREED:

1. That the Defendants liable for the aforesaid mortgage debt shall, prior to the date and time of the sale of the subject property, hereinafter described, pay to the Plaintiff, or the Plaintiff's attorney, the amount of the Plaintiff's debt as aforesaid, together with the costs and disbursements of this action.
2. That on default of payment prior to the date and time of the sale, the mortgaged premises, hereinafter described, shall be sold by the undersigned 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, on the following terms, that is to say:
 - A. FOR CASH: The undersigned Master In Equity shall require a deposit of 5% on the amount of the bid (in cash or equivalent) the same to be applied on the purchase price only upon compliance with the bid, but in case of non-compliance within twenty (20) days the same to be forfeited and applied to the costs and then to the Plaintiffs debt.
 - B. Interest on the balance of the bid shall be paid to the day of compliance at the rate of 7% per annum.
 - C. The sale shall be subject to taxes and assessments, existing easements and restrictions of record, and any other senior encumbrances.
 - D. Purchaser to pay for the deed and the cost of recording the deed.
3. If the Plaintiff is the successful bidder at the said sale, for a sum not exceeding the amount of costs, expenses and the indebtedness of the Plaintiff in full, the Plaintiff may pay to the undersigned Master In Equity only the amount of the costs and expenses, crediting the balance of the bid on the Plaintiff's indebtedness.

4. That a personal or deficiency Judgment being Demanded, the bidding will remain open for thirty (30) days after the date of sale (pursuant to S.C. Code Ann. § 15-39-760(1976) but compliance with the bid may be made immediately.

5. That the undersigned Master In Equity will, by advertisement according to law, give notice of the time and place of sale and the terms thereof, and that he will execute to the purchaser, or purchasers, a deed to the premises sold. The Plaintiff, or any other party to this action, or any other person may become a purchaser at such sale. Upon such sale being made, should the successful bidder, or his assignee, fail to comply with the terms thereof within twenty (20) days after the date of sale, then the undersigned Master In Equity may re-advertise the 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.

6. In the event an agent of the Plaintiff does not appear at the time of sale, the within property shall be withdrawn from sale and sold at the next available sales date upon the terms and conditions as set forth in the Judgment of Foreclosure and Sale or such terms as may be set forth in a supplemental order.

7. That the undersigned Master In Equity shall 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; and

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

NEXT: Any surplus will be held pending further Order of this Court pursuant to Rule 71(c), SCRPC.

8. That it is further ORDERED, ADJUDGED AND DECREED that each Defendant named herein, and all persons whomsoever claiming under him, them or it, be forever barred and foreclosed of all right, title, interest and equity of redemption in the said mortgaged premises so sold, or any part thereof.

9. That it is further ORDERED ADJUDGED AND DECREED that the deed of conveyance made pursuant to this judgment and said sale shall contain the names of only the Plaintiff, the first-named

Defendant, who was the title holder of the mortgaged property at the time of the filing of the Lis Pendens, and the Grantee; and that the Richland County Register of Deeds is hereby authorized to omit from the indices pertaining to such conveyance the names of all parties not contained in said deed.

10. It is further ORDERED, ADJUDGED AND DECREED that in the event the successful bidder to whom the deed of conveyance has been issued subsequent to the sale is other than the Defendants in possession herein, the Sheriff of Richland County may be ordered and directed to eject and remove from the premises the occupants of the property sold, together with all personal property located thereon, and put the successful bidder to whom the deed of conveyance has been issued 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. That it is further ORDERED ADJUDGED AND DECREED that after the Order Confirming Sale and Disbursements has been issued and filed, the undersigned Master In Equity shall direct the Register of Deeds to release of record the lien(s) being foreclosed, which lien(s) are described in the Findings of Fact herein above.

12. That it is further ORDERED ADJUDGED AND DECREED that the following is a description of the premises herein ordered to be sold:

ALL THAT CERTAIN PIECE, PARCEL OR LOT OF LAND WITH IMPROVEMENTS THEREON SITUATE, LYING AND BEING ON THE EASTERN SIDE OF SHADY LANE, IN THE CITY OF COLUMBIA, COUNTY OF RICHLAND, STATE OF SOUTH CAROLINA, AND BEING SHOWN AND DELINEATED AS LOT "P" ON A "PLAT PREPARED FOR BURWELL D. MANNING TRUST" PREPARED BY WILLIAM WINGFIELD, DATED DECEMBER 19, 1972, REVISED JULY 13, 1979, AND RECORDED IN THE OFFICE OF THE REGISTER OF MESNE CONVEYANCES FOR RICHLAND COUNTY IN PLAT BOOK "X" AT PAGE 2764; AND BEING MORE PARTICULARLY SHOWN AND DELINEATED ON A PLAT PREPARED FOR REGINA J. TAYLOR BY UNITED DESIGN SERVICES, INC. DATED AUGUST 28, 1992 AND RECORDED IN THE OFFICE OF THE REGISTER OF MESNE CONVEYANCES FOR RICHLAND COUNTY IN PLAT BOOK 54 AT PAGE 2338, AND HAVING SUCH DIMENSIONS AND MEASUREMENTS AS SHOWN ON THE AFORESAID PLAT.

THIS BEING THE SAME PROPERTY CONVEYED TO REGINA J. TAYLOR BY DEED OF JAMES W. HOLLINGSWORTH AND TONI G.

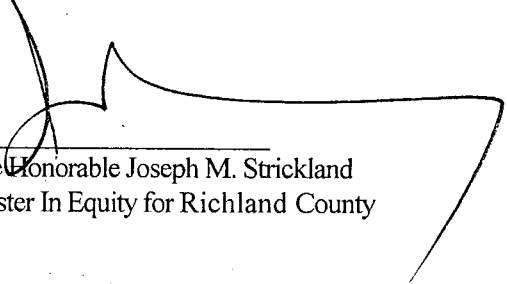
File reference: 11-22418

HOLLINGSWORTH DATED SEPTEMBER 28, 1990 AND RECORDED
OCTOBER 1, 1990 IN THE OFFICE OF THE REGISTER OF MESNE
CONVEYANCES FOR RICHLAND COUNTY IN DEED BOOK 999 AT PAGE
323. THEREAFTER, REGINA J. TAYLOR CONVEYED A ONE-HALF (½)
INTEREST IN THE PROPERTY TO WILLIAM R. TAYLOR BY DEED DATED
DECEMBER 23, 1993 AND RECORDED JANUARY 4, 1994 IN THE OFFICE OF
THE REGISTER OF MESNE CONVEYANCES FOR RICHLAND COUNTY IN
BOOK 1177 AT PAGE 375.

CURRENT ADDRESS OF PROPERTY: 1740 Shady Lane, Columbia, SC 29206

TMS: 16606-03-10

AND IT IS SO ORDERED.



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

Date: May 4, 2016

Columbia, South Carolina