

COPY

STATE OF SOUTH CAROLINA
COUNTY OF LEXINGTON

IN THE COURT OF COMMON PLEAS
CASE NO.: 2011-CP-32-00293

Wells Fargo Bank, NA Ultimate Successor to
First Union National Bank,

Plaintiff,

SPECIAL REFEREE'S ORDER AND JUDGMENT OF
FORECLOSURE AND SALE

DEFICIENCY WAIVED

v.

Albert J. Sanders a/k/a Albert Jerry Sanders, Jr.
a/k/a Albert J. Sanders, Palmetto/Carolina
Funding, LLC and S.C. State Credit Union,

Defendant(s)

RECEIVED

JUN 08 2016

SC Court of Appeals

BETH A. CARRIAG
CLERK OF COURT
LEXINGTON, SC

2016 APR 28 AM 11:03

FILED

Pursuant to Rule 53 of the South Carolina Rules of Civil Procedure (hereinafter "SCRCP"), the above entitled matter was referred to the undersigned Honorable Clyde R. Davis 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 Special Referee shall be directly to the South Carolina Court of Appeals or Supreme Court.

Pursuant to the said reference, a hearing was held, a record was made, which is reported herewith, and from the testimony and evidence, I find and conclude as follows:

FINDINGS OF FACT:

1. The Lis Pendens was filed on January 25, 2011.
2. The Summons and Complaint were filed on January 25, 2011.
3. Service was made upon the Defendants named in this Report as is shown by the proofs of service filed herein.
4. The Defendants S.C. State Credit Union and Palmetto/Carolina Funding, LLC are in default as shown by Affidavit filed herein.
5. According to an Affidavit filed herein, no Defendant in default is in the military service of the United States of America, as contemplated under the Servicemembers' Civil Relief Act fka Soldiers' and Sailors' Civil Relief Act of 1940, and any amendments thereto.

C.R.D.



File reference: 10-28358



6. The Defendant Albert J. Sanders (a/k/a Albert Jerry Sanders, Jr. a/k/a Albert J. Sanders) answered in this action and has been notified of the time and date of this hearing.
7. The Defendants were notified of the time, date and place of hearing in this matter.
8. For value received, Albert J. Sanders, Jr. (aka Albert Jerry Sanders, Jr. a/k/a Albert J. Sanders) made, executed and delivered a note, dated January 23, 2002, promising thereby to pay to the order of First Union National Bank the sum of \$46,611.50 with interest at the rate of 7.59% per annum (hereinafter "Note"). Other terms and conditions are stated in the note, which is of record herein.
9. To better secure the payment of the Note described above, the said Albert Jerry Sanders, Jr. (a/k/a Albert J. Sanders, Jr. a/k/a Albert J. Sanders) made, executed and delivered a mortgage to First Union National Bank, in writing, dated January 23, 2002, covering real property in Lexington County, which is the same as that described in the Complaint. The Mortgage was recorded on January 28, 2002, and is of record in the Lexington County Registry in Book 6955 at page 263.
10. This mortgage constitutes a valid purchase money, first lien on the subject property.
11. Thereafter the Mortgage was transferred to the Plaintiff herein by corporate merger.
12. As required by an Administrative Order issued by the South Carolina Supreme Court dated May 22, 2009, the Plaintiff states that this loan is owned or guaranteed by Fannie Mae, or it is owned or guaranteed by FHLMC, or the Servicer has signed an agreement to participate in the Home Affordable Modification Program ("HAMP"); however, the loan does not qualify for a modification under the above foreclosure prevention program because the subject Property is not the primary residence of the Borrower. The Defendant claims eligibility under HAMP Tier 2 which expands eligibility to certain borrowers with rental property. HAMP Tier 2 became effective during the pendency of this foreclosure action; however, Plaintiff did not notify Defendant of any rights he might have under the modified act. Defendant raises the defense of unclean hands and asks the Court to deny foreclosure. In the Bankruptcy Court filings that were entered into evidence, it is apparent that Defendant owned more than 5 rental properties and is therefore ineligible under the terms of HAMP Tier 2.

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13. Furthermore, Plaintiff complied with Administrative Order 2011-05-02-1 issued by the South Carolina Supreme Court.
14. The titleholder of record of the Property as of the filing of the Lis Pendens in this action was Albert Jerry Sanders, Jr.
15. Payment due on the Note has not been made as provided for therein, and the Plaintiff, as the holder thereof, has elected to accelerate payment of the entire indebtedness and has placed the Note and Mortgage in the hands of its attorney of record herein for collection.
16. 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 \$4,800.00 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.
17. 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:	09/02/15		\$43,095.54
Accrued interest from:	03/29/09	to: 07/06/15	\$ 20,486.00
Accruing at:	7.59% per annum		
Advancements to Escrow			\$ 6,907.58
Late charges:			\$ 80.00
Costs of collection prior to hearing:			\$ 875.00
Attorney's fees:			\$4,800.00

Total Debt secured by Note and Mortgage, including interest to date is \$76,244.12. Interest for the period from the date shown above through the date of this judgment, at above stated rate, to be added to the

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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 7.59% per annum, the Note's current rate, 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.

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

19. The Defendant(s), below listed, claim or may claim liens upon or interests in the subject property; and in the event there is a surplus from the sale of the subject property, the validity, priority and amount of any such lien claims will be determined at a hearing subsequent to the sale, in accordance with Rule 71(c), SCRPC. The said Defendants and such claims or liens are as follows:

The Defendant, Palmetto/Carolina Funding, LLC, has or may claim to have some interest in the Property by virtue of mortgage given by Albert Jerry Sanders, Jr. in the original principal amount of \$150,000.00, which mortgage was recorded in the Lexington County Registry on May 6, 2005 in Mortgage Book 10112 at Page 313. Said mortgage is junior and subordinate to the Plaintiff's mortgage and is hereby ordered removed from title to the Property.

The Defendant, S.C. State Credit Union, has or may claim to have some interest in the Property by virtue of that certain pending Case Number 2009-CP-32-04832 and any judgment resulting from said case. Any judgment/lien will be junior and subordinate to Plaintiff's mortgage and is hereby ordered removed from the title to the Property.

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

1. The Plaintiff should have judgment of foreclosure of its Mortgage; and the 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 \$76,244.12, 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 7.59% per annum, the current interest rate of the Note.

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IT IS, THEREFORE, ORDERED, ADJUDGED AND DECREED:

1. That the Defendant(s) liable for the aforesaid Mortgage debt shall, prior to the date and time of the sale of the 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 Property, hereinafter described, shall be sold by the undersigned Special Referee at public auction, at the Lexington County Judicial Center, City of Lexington, County and State aforesaid, on some convenient sales day hereafter, on the following terms, that is to say:
 - A. FOR CASH: The undersigned Special Referee 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 30 days the same to be forfeited and applied to the costs and then to the Plaintiff's debt.
 - B. Interest on the balance of the bid shall be paid to the day of compliance at the rate of 7.59% per annum, which is the Note's current interest rate.
 - 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 Special Referee 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 Waived, the bidding will not remain open for thirty (30) days and bidding will be final on the date of the sale, and compliance with the bid may be made immediately.
5. That the undersigned Special Referee 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 Property sold. The Plaintiff, or any other party to this action, or any other person may become a purchaser at such sale. If such sale is made to anyone other than the Plaintiff or its assignee, should the successful bidder, or

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his assignee, fail to comply with the terms thereof within 30 days after the date of sale, then the undersigned Special Referee may re-advertise the Property for sale on the next, or some other subsequent, sales day, at the risk of the highest bidder, and so on 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 Special Referee 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 Lexington 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 if the named defendant(s) continues in possession of the property after a deed has been issued to the purchaser, then the Sheriff of Lexington County is directed to eject and remove named defendant(s) from 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.

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If the person(s) occupying the property after the deed has been issued to the purchaser is other than the named defendant(s), the purchaser shall server the occupants with a Summons and Rule to Show Cause to determine why the occupant(s) should not be removed from the property.

11. That it is further ORDERED ADJUDGED AND DECREED that after the Order Confirming Sale and Disbursements has been issued and filed, the undersigned Special Referee 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 Property herein ordered to be sold:

ALL THAT CERTAIN PIECE, PARCEL OR LOT OF LAND, WITH IMPROVEMENTS THEREON, SITUATE, LYING AND BEING IN THE TOWN OF PINE RIDGE, COUNTY OF LEXINGTON, STATE OF SOUTH CAROLINA, THE SAME BEING SHOWN AS LOT 5 ON A PLAT OF MARTIN & ASSOCIATES, BY ROBERT COLLINGWOOD, DATED JANUARY 15, 1970, AND ALSO BEING SHOWN ON A PLAT PREPARED FOR THOMAS E. WILLIAMS AND BRENDA K. WILLIAMS BY BELTER & ASSOCIATES, INC., APRIL 3, 1987 AND RECORDED APRIL 20, 1987 IN BOOK 217-G AT PAGE 508 IN THE RMC OFFICE FOR LEXINGTON COUNTY. FOR A MORE ACCURATE DESCRIPTION OF SAID LOT REFERENCE IS MADE TO THE ABOVE MENTIONED PLAT.

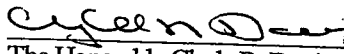
THIS BEING THE SAME PROPERTY CONVEYED TO ALBERT JERRY SANDERS, JR. (A/K/A ALBERT J. SANDERS A/K/A ALBERT J. SANDERS, JR.) HEREIN BY DEED OF THE MASTER IN EQUITY FOR LEXINGTON COUNTY DATED 5/19/00 AND RECORDED IN RECORDED BOOK 5791 PAGE 168. THEREAFTER CONVEYED TO SUN HAVEN, LLC BY DEED FROM ALBERT JERRY SANDERS, JR. BY DEED DATED 8/7/07 AND RECORDED ON 11/26/07 IN BOOK 12497 AT PAGE 43. LATER CONVEYED FROM SUN HAVEN, LLC TO ALBERT JERRY SANDERS, JR. BY DEED DATED JANUARY 7, 2011 AND RECORDED JANUARY 7, 2011 IN BOOK 14667 AT PAGE 306.

CURRENT ADDRESS OF PROPERTY: 212 Adkins Cir, West Columbia, SC 29170

TMS: 006721-02-007

AND IT IS SO ORDERED.

Date: April 25, 2016
Columbia, South Carolina


The Honorable Clyde R. Davis
Special Referee for Lexington County

BETH A. CARRIGG
CLERK OF COURTS
LEXINGTON, SC

2016 APR 28 A 11:04

FILED

FORM 4

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

JUDGMENT IN A CIVIL CASE

CASE NO. 2011-CP-32-00293

Wells Fargo Bank, NA Ultimate Successor to First Union National Bank

Albert J. Sanders a/k/a Albert Jerry Sanders, Jr. a/k/a Albert J. Sanders, Palmetto/Carolina Funding, LLC and S.C. State Credit Union

PLAINTIFF(S)

DEFENDANT(S)

Submitted by: Brock & Scott, PLLC
Westpark Center
3800 Fernandina Road Suite 110
Columbia, SC 29210

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 :

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:
 All that certain piece, parcel or lot of land, with improvements thereon, situate, lying and being in the Town of Pine Ridge, County of Lexington, State of South Carolina, the same being shown as Lot 5 on a plat of Martin & Associates, by Robert Collingwood, dated January 15, 1970, and also being shown on a plat prepared for Thomas E. Williams and Brenda K. Williams by Belter & Associates, Inc., April 3, 1987 and recorded April 20, 1987 in Book 217-G at Page 508 in the RMC Office for Lexington County. For a more accurate description of said lot reference is made to the above mentioned plat.

This being the same property conveyed to Albert Jerry Sanders, Jr. (a/k/a Albert J. Sanders a/k/a Albert J. Sanders, Jr.) herein by deed of the Master in Equity for Lexington County dated 5/19/00 and recorded in Recorded Book 5791 page 168. Thereafter conveyed to Sun Haven, LLC by deed from Albert Jerry Sanders, Jr. by deed dated

2016 APR 28 A 11:31
 BELLEVILLE ARBORE
 CLERK OF COURT
 COUNTY OF LEXINGTON
 SOUTH CAROLINA
 FILED

8/7/07 and recorded on 11/26/07 in Book 12497 at Page 43. Later conveyed from Sun Haven, LLC to Albert Jerry Sanders, Jr. by deed dated January 7, 2011 and recorded January 7, 2011 in Book 14667 at Page 306.

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.

Circuit Court Judge

Judge Code

Date

For Clerk of Court Office Use Only

This judgment was entered on the ___ day of _____, 2015 and a copy mailed first class or placed in the appropriate attorney's box on this ___ day of _____, 2015 to attorneys of record or to parties (when appearing pro se) as follows:

James W. Poag, Jr. Attorney for Albert J. Sanders
a/k/a Albert Jerry Sanders, Jr. a/k/a Albert J.
Sanders; Palmetto/Carolina Funding, LLC and S.C.
State Credit Union

ATTORNEY(S) FOR THE DEFENDANT(S)

ATTORNEY(S) FOR THE PLAINTIFF(S)

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.

FILED
2016 APR 28 A 11:01
BETH A. CARRIGG
CLERK OF COURT
COLUMBIA, SC

STATE OF SOUTH CAROLINA
COUNTY OF LEXINGTON

Wells Fargo Bank, NA Ultimate Successor to First Union
National Bank,

Plaintiff,

vs.

Albert J. Sanders a/k/a Albert Jerry Sanders, Jr. a/k/a Albert
J. Sanders, Palmetto/Carolina Funding, LLC and S.C. State
Credit Union,

Defendant(s).

IN THE COURT OF COMMON PLEAS

C/A NO.: 2011-CP-32-00293

RECEIVED
CERTIFICATE OF SERVICE BY MAIL

JUN 08 2016

SC Court of Appeals

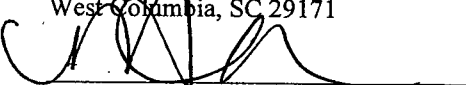
The undersigned hereby certifies that he/she is an employee of Brock & Scott, PLLC, and is a person of such age and discretion to be competent to serve papers.

That on the 10th day of May, 2016, he/she served a copy of the below listed document(s) by placing said copy in a postage paid envelope addressed to each of the following persons at the address stated below, which is the last known address, and by depositing said envelope and contents in the U.S. Mail.

Documents: Filed Special Referee's Order and Judgment of Foreclosure and Sale

Party(ies) Served:

James W. Poag, Jr.
Attorney for Albert J. Sanders, Jr.
P.O.Box 6432
West Columbia, SC 29171


Paralegal
Brock & Scott, PLLC

Columbia, South Carolina

10-28358 FC01