

Lot 17, Blk I, Chicora Place, Charleston County, SC, TMS No.: 469-16-00-329 and is within the jurisdiction of this Honorable Court.

2. That on or about June 15, 2000, Plaintiff entered into a Lease to Buy Agreement with Defendant for the aforesaid property.

3. That on or about February 7, 2013, the Honorable J.C. Nicholson, Jr. entered an Order in a case involving the same parties hereto (2010-CP-10-8027) in which he ruled that the Lease to Buy Agreement between Plaintiff and Defendant referenced hereinabove was to be considered an Installment Sales Contract and that the Defendant was to make payment of \$500/month under the Installment Sales Contract until the balance of \$37,460.00 was paid in full. Further, the aforesaid Order of Judge Nicholson was appealed and the appeal was dismissed thereby rendering the February 7, 2013, Order referenced hereinabove the Final Order in this case, as evidenced by Order of the Court of Appeals filed December 3, 2013. As such, Judge Nicholson's February 7, 2013, Order became the Final Order and this Court is not free to go behind Judge Nicholson's Order. *which found A Simmons entitled to a credit of*

4. That pursuant to Judge Nicholson's Order and South Carolina Code *§ 87,540.00* Section 29-3-630 (1976, as amended) the debt secured by the aforesaid Installment *in payments on the contract.* Sales Contract was established at \$37,460.00.

5. That pursuant to Mr. Simmons testimony, he has made no payments since the appeal was dismissed on December 3, 2013. However, I do find that prior to the dismissal of the appeal; Mr. Simmons made nine (9) payments of \$500.00 each for total payments of \$4,500.00 leaving a balance of \$32,960.00.

6. I find that notwithstanding the aforesaid payments, that Mr. Simmons is \$9,500.00 in arrears for payments due and owing as of the date of today's hearing.

7. That the Installment Sales Contract further provides that Defendant, Harold Simmons, is responsible for all taxes on the property beginning June 15, 2000,

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and that pursuant to Mr. Simmons's testimony, he has made no payment or reimbursement towards these taxes. I further find that the Plaintiff has paid all of these taxes on Mr. Simmons behalf.

8. South Carolina Code Section 29-3-30 (1976, as amended) provides the Mortgagee is entitled to pay property taxes and have a lien on the property for reimbursement of said taxes.

9. I find that Plaintiff has paid on behalf of Defendant, Charleston County Property Taxes, for the years 2001-2014 in the amount of \$16,540.54.

10. I find that the appeal did not stay the Defendants obligation of making payments under the Installment Sales Contract and that there were no prepayments on the debt prior to Judge Nicholson's Order.

11. I find that the Lease Agreement does not provide for recovery of attorneys' fees. Therefore, each party shall be responsible for payment of their respective attorneys' fees.

12. I conclude that the Defendant is in default and the Plaintiff is entitled to foreclosure of the Installment Sales Contract. However, notwithstanding this conclusion, Defendant has the option to reinstate the Installment Sales Contract by payment to the Plaintiff of \$9,500.00 by December 31, 2014, or payment of \$10,000.00, which includes the January payment, so long as the said \$10,000.00 payment is made within thirty (30) days of the date of this hearing. *See Lewis v. ^{Premium} Investment 351 SC 167, 568 SE2d 961*

13. I further conclude that the Defendant shall reimburse Plaintiff the total sum of \$16,540.54 for 2001-2014 Charleston County property taxes paid and that said reimbursement shall be made at the rate of \$275.00/month beginning January 1, 2015, for a period of sixty (60) months, with taxes for the year 2015 until the Installment Sales Contract is paid in full to be paid by the Defendant. *(2002)*



14. I conclude that should the Defendant not reinstate the Installment Sales Contract as morefully described hereinabove, the property will be sold at the first available sales date as established by this Court.

The Court being satisfied with its findings of fact and conclusions of law, it is the opinion that judgment should be entered thereon.

NOW, THEREFORE, IT IS HEREBY

ORDERED, ADJUDGED AND DECREED, that the Defendant is in breach of the Installment Sales Contract and that the Plaintiff is entitle to foreclosure of the Installment Sales Contract pursuant to South Carolina Law and the customs and practices of this Honorable Court with regard to sale of foreclosed properties; and it is further

ORDERED, ADJUDGED AND DECREED, Defendant has the option to reinstate the Installment Sales Contract by payment to the Plaintiff of \$9,500.00 by December 31, 2014, or payment of \$10,000.00, which includes the January payment, so long as the said \$10,000.00 payment is made within thirty (30) days of the date of this hearing; and it is further

ORDERED, ADJUDGED AND DECREED, that Defendant shall reimburse Plaintiff the total sum of \$16,540.54 for 2001-2014 Charleston County property taxes paid and that said reimbursement shall be made at the rate of \$275.00/month beginning January 1, 2015, for a period of sixty (60) months, with taxes for the year 2015 until the Installment Sales Contract is paid in full to be paid by the Defendant; and it is further

ORDERED, ADJUDGED AND DECREED, that should the Defendant not reinstate the Installment Sales Contract as morefully described hereinabove, the property will be sold at the first available sales date as established by this Court; and it is further

60 days following entry of the Order.

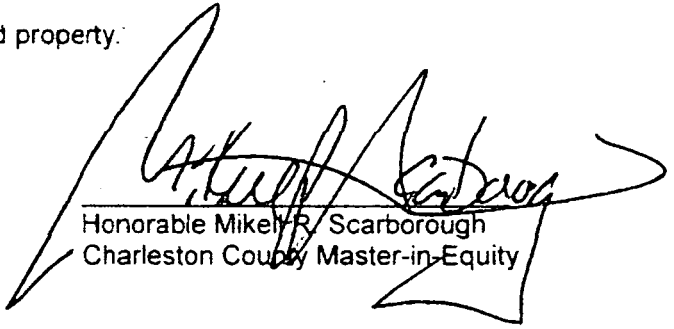
ORDERED, ADJUDGED AND DECREED, that the Sherriff of Charleston County put the Plaintiff or the successful bidder in possession of the said premises and that the



Defendant, or anyone claiming by, through, or under him be forever barred and foreclosed of any equity of redemption of said property.

AND IT IS SO ORDERED

Charleston, South Carolina
4/2 2015.


Honorable Mikel R. Scarborough
Charleston County Master-in-Equity

*None pro tunc
to Dec 31, 2014.*