

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

**FORM 4**  
 JUDGMENT IN A CIVIL CASE  
 CASE NO. 2015-CP-46-03068

The Bank of New York Mellon fka The Bank of New York, as  
 Trustee (CWALT 2004-2CB)  
 PLAINTIFF  
 vs.  
 Tara B. Barfield a/k/a Tara Burdiss Barfield, Samuel C. Barfield,  
 SouthTrust Bank, N.A., Beneficial Financial I Inc., CACH, LLC,  
 and The South Carolina Department of Revenue  
 DEFENDANTS.

FILED-RECEIVED  
 2016 SEP 14 AM 9:08  
 DAVID HAMILTON  
 C.C.C.P. & G.S.  
 YORK COUNTY, SC

Submitted by: Riley Pope & Laney, LLC Post Office Box 11412, Columbia, SC 29211	Attorney for Plaintiff
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**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.  See page 2 for additional information.
  - 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 : \_\_\_\_\_

<b>INFORMATION FOR THE PUBLIC INDEX</b>		
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)
If applicable, describe the property, including tax map information and address, referenced in the order: Tax Map # 641-05-01-088; 5088 Mariana Court, Tega Cay, SC 29708		

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

*David Hamilton*  
 Circuit Court Judge  
 WTB

3063  
 Judge Code

9/13/16  
 Date

For Clerk of Court Use Only

This judgment was entered on the 14 day of Sept, 2016, and a copy mailed first class or placed in the appropriate attorney's box on this 14 day of Sept, 2016 to attorneys of record or to parties (when appearing pro se) as follows:

**Attorneys for Plaintiff:**  
Riley Pope & Laney, LLC  
Post Office Box 11412  
Columbia, South Carolina 29211

**Defendants:**  
✓ Tara B. Barfield a/k/a Tara Burdiss Barfield, *Pro Se*  
5088 Mariana Court  
Tega Cay, South Carolina 29708

✓ Samuel C. Barfield, *Pro Se*  
5088 Mariana Court  
Tega Cay, South Carolina 29708

~~SouthTrust Bank, N.A. Successor Wells Fargo Bank N.A.  
c/o Corporation Service Company  
1703 Laurel Street  
Columbia, South Carolina 29201~~

~~Beneficial Financial I Inc.  
c/o CF Corporation System  
2 Office Park Court, Suite 103  
Columbia, South Carolina 29223~~

~~CACH, LLC  
c/o Adam Tesh, Esquire  
1900 Barnwell Street  
Columbia, South Carolina 29201~~

✓ South Carolina Department of Revenue  
Brittany L. Kilpatrick, Esquire  
Post Office Box 12265  
Columbia, South Carolina 29211

David Hamilton / B4  
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.

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STATE OF SOUTH CAROLINA

COUNTY OF YORK

The Bank of New York Mellon fka The Bank of New York, as Trustee (CWALT 2004-2CB),

Plaintiff,

vs.

Tara B. Barfield a/k/a Tara Burdiss Barfield, Samuel C. Barfield, SouthTrust Bank, N.A., Beneficial Financial I Inc., CACH, LLC, and The South Carolina Department of Revenue,

Defendants.

(File No. 4028.00915)

IN THE COURT OF COMMON PLEAS

C/A NO.: 2015-CP-46-03068

**MASTER IN EQUITY'S ORDER OF JUDGMENT OF FORECLOSURE AND SALE DECREE**

(Non-Jury)

(Not Eligible for HAMP)

(Deficiency Demanded against Tara B. Barfield)

RILEY POPE & LANEY, LLC  
Attorneys for Plaintiff

Tara B. Barfield a/k/a Tara Burdiss Barfield  
*Pro Se*

Samuel C. Barfield  
*Pro Se*

Brittany L. Kilpatrick  
Attorney for South Carolina Department of Revenue

FILED-RECEIVED  
2016 SEP 14 AM 9:08  
DAVID HAMILTON  
C.C.P. & G.S.  
YORK COUNTY, SC

Pursuant to Rule 53 SCRPC, the above entitled matter was referred to the undersigned to make appropriate findings of fact and conclusions of law with authority to enter a final judgment in this cause without further order of court. Any appeal from this Order shall be directly to the South Carolina Court of Appeals.

This matter came before the Court on August 23, 2016, for a hearing on Plaintiff's Motion for Summary Judgment. Present at the hearing representing the Plaintiff was Peter M. Balthazor. The Defendant Samuel C. Barfield appeared, *pro se*.

This is an action for a foreclosure of a mortgage of real property located in York County, South Carolina. Plaintiff filed and served a Motion for Summary Judgment supported by an Affidavit and attachments on August 4, 2016. Defendants did not file any counter-affidavits prior to the hearing as required by Rules 6(d) and 56(e), SCRPC.

*[Handwritten signature]*  
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## STANDARD

Summary Judgment is warranted only if there is no genuine issue as to any material fact and the moving party is entitled to a judgment as a matter of law. Rule 56(c), SCRPC. "In determining whether any triable issues of fact exist, the evidence and all inferences which can be reasonably drawn from the evidence must be viewed in the light most favorable to the non-moving party." Bloom v. Ravoira, 339 S.C. 417, 529 S.E.2d 710 (2000). The moving party has the initial burden of demonstrating the absence of a genuine issue of material fact. However, once the party moving for summary judgment meets the initial burden of showing an absence of evidentiary support for the opponent's case, the opponent must come forward with specific facts showing there is a genuine issue for trial." Garvin v. Bi-Lo, Inc., 337 S.C. 436, 523 S.E.2d 481 (Ct. App. 1999). The opponent cannot merely rely upon the pleadings, but must submit some additional evidence creating a genuine issue of material fact.

"Generally, the party seeking foreclosure has the burden of establishing the existence of the debt and the mortgagor's default on that debt. Once the debt and default have been established, the mortgagor has the burden of establishing a defense to foreclosure such as lack of consideration, payment, or accord and satisfaction." Bell, 385 S.C. at 374-75, 684 S.E.2d at 205 (internal citations omitted).

In support of its motion, Plaintiff submitted an affidavit from an employee of Bayview Loan Servicing, LLC, the servicer of this mortgage loan. The Affidavit established the authenticity of the Note and Mortgage, terms of the loan agreement, Defendant's default under the terms of the loan agreement, debt figures, and compliance with all statutory requirements regarding notice. As no counter-affidavits or other admissible evidence was presented, the evidence before the Court is uncontested. Based upon the uncontested evidence, the Court makes the following findings of fact and conclusions of law:

## FINDINGS OF FACT:

- 1) The Lis Pendens was filed on October 9, 2015.
- 2) The Summons and Complaint were filed on October 9, 2015.
- 3) Service was made upon the Defendants as shown by the proof of service filed herein.





4) The Defendants SouthTrust Bank, N.A., Beneficial Financial I Inc., and CACH, LLC are in default as shown by Affidavit, Notice, or Order filed herein.

5) The Defendants and all attorneys of record were notified of the time, date, and place of the hearing in this matter.

6) According to the affidavit filed herein, a good faith investigation did not determine that the Defendants, Tara B. Barfield a/k/a Tara Burdiss Barfield, Samuel C. Barfield, are in the military service and therefore entitled to protection under the Servicemembers' Civil Relief Act, 50 U.S.C.A. §3901 et seq., or any amendments thereto.

7) For value received, Tara B. Barfield made, executed and delivered a note ("Note") dated December 8, 2003, promising thereby to pay to the order of Countrywide Home Loans, Inc. the sum of One Hundred Fifty-Nine Thousand One Hundred Eighty and 00/100 (\$159,180.00) Dollars, with interest at the rate of 6.250% per annum initially, with a current rate of 4.0000% per annum. Other terms and conditions are stated in the Note, which is of record herein.

8) To better secure the payment of the Note described above, Tara B. Barfield made, executed, and delivered to Mortgage Electronic Registration Systems, Inc. (MERS) as nominee for Countrywide Home Loans, Inc. a certain real estate mortgage ("Mortgage") in writing, dated December 8, 2003, covering real property in York County, which is the same as that described in the Complaint. The Mortgage was filed in the Office of the Register of Mesne Conveyances/Register of Deeds for York County on January 22, 2004, in Book 6004 at Page 32. By Assignment recorded March 26, 2009 in Book 10650 at Page 120, Mortgage Electronic Registration Systems, Inc. acting solely as nominee for Countrywide Home Loans, Inc. assigned said Mortgage to Bank of New York as Trustee for the Certificateholders of CWALT 2004-02. By Assignment recorded April 22, 2015 in Book 14812 at Page 123, Bank of New York as Trustee for the Certificateholders of CWALT 2004-02 assigned said Mortgage to the Plaintiff in this matter, The Bank of New York Mellon fka The Bank of New York, as Trustee (CWALT 2004-2CB).

9) The Mortgage evidences and secures the repayment of money advanced by the mortgagee to, or on behalf of, the mortgagors and constitutes a first mortgage lien on the mortgaged premises.

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10) The Plaintiff is the real party in interest pursuant to SCRCP 17(a) and is entitled to enforce the terms of the subject Note and Mortgage. The uncontested affidavit filed in support of summary judgment attests that Plaintiff is the holder of the Note and Mortgage. Moreover, Plaintiff's counsel is in possession of the original Note and Mortgage, which were supplied for the Court's review, and for Defendants' review, at the hearing on this matter.

11) The titleholders of record of the subject property as of the filing of the Lis Pendens in this action are Samuel C. Barfield, and Tara Burdiss Barfield who is the original mortgagor.

12) Any notice required by the terms of the Note and/or Mortgage or by state or federal statutes has been given to the applicable Defendants prior to the commencement of this action.

13) The loan evidenced by the Note and Mortgage is serviced by a servicer participating in the Home Affordable Modification Program (HAMP). It is not owned, securitized or guaranteed by Fannie Mae or Freddie Mac. Based on the allegations in the Complaint that the subject loan is not eligible for HAMP modification, the Court finds that there are no HAMP issues to be resolved before foreclosure is ordered or the sale is commenced.

14) An Attorney Certification having been filed in this matter pursuant to Administrative Order 2011-05-02-01, the Court finds that the foreclosure action may proceed to Judgment and Sale.

15) The Note payments which became due on April 1, 2012, and subsequent months, have not been made as provided for therein, and the 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 its attorney for collection by foreclosure.

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

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(a) Principal amount due as of April 1, 2012	\$194,516.68
(b) Interest through February 1, 2015 at 2.000% per annum	\$11,346.65
Interest through February 1, 2016 at 3.000% per annum	\$5,835.48
Interest through July 25, 2016 at 4.000% per annum	\$3,753.56
(c) Advances	
Property Inspections	\$580.50
Property Taxes	\$8,200.23
Insurance	\$8,425.64
Interest Forbearance Principle Amount	\$5,002.36
(d) Late charges	\$772.98
(e) Costs of collection prior to hearing (service of process, filing fees, etc.)	\$1,225.00
(f) Attorney fees	\$7,254.00
<b>Total debt secured by Note and Mortgage, including interest to date shown</b>	<b>\$246,913.08</b>

Interest for the period from the date shown in (b) 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 4.0000% 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 Plaintiff's debt secured by the Mortgage through the date to which such interest is computed.

17) The Plaintiff is seeking foreclosure of the mortgage and has demanded the right to a personal or deficiency judgment against Tara B. Barfield pursuant to Rule 71(b) SCRPC. However, Plaintiff reserves the right to waive the deficiency at the time of the sale.

18) The sale is subject to assessments, county taxes, existing easements, easements and restrictions of record, and other senior encumbrances.

19) The following Defendants claims or may claim a lien upon or interest in the subject property or are otherwise involved in this matter. In the event there is a surplus from the sale of the subject property, the validity, priority and amount of such liens will be determined at a hearing subsequent to the sale, in accordance with Rule 71(c), SCRPC. The Clerk of Court/Register of Deeds is hereby ordered to release said liens in so much as it pertains to the property which is the subject of this action:

*Beneficial Financial I Inc. by virtue of a mortgage given by Tara Burdiss Barfield and Samuel C. Barfield, Jr. to Beneficial Mortgage Co. of South Carolina in the original principal amount of \$20,999.45, dated October 18, 2004, and recorded on October 26, 2004 in Book 6644 at Page 258. Thereafter, on March 12, 2007, Beneficial Mortgage Co. of South Carolina merged into Beneficial South Carolina, Inc.; thereafter, on or around*

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*BS*

*December 31, 2009, Beneficial South Carolina, Inc. merged into Beneficial Financial I Inc. Any such interest in or lien upon the property is junior and subordinate to Plaintiff's mortgage.*

*CACH, LLC by virtue of a judgment against Tara Barfield in the amount of \$2,495.60 dated September 18, 2008 and recorded on September 29, 2008 in Judgment Roll No. 2008-CP-46-1046. Any such interest in or lien upon the property is junior and subordinate to Plaintiff's mortgage.*

*The South Carolina Department of Revenue by virtue of any lien(s) of record, including, but not limited to, a Tax Lien or Warrant for Distraint against Samuel Barfield and Tara Barfield, bearing Tax Lien/Warrant No. 3-51557718-6, in the amount of \$354.28, dated April 12, 2013, and recorded on April 25, 2013 in Book 280 at Page 189. Any such interest in or lien upon the said property is junior and subordinate to Plaintiff's mortgage.*

*The South Carolina Department of Revenue by virtue of any lien(s) of record, including, but not limited to, a Tax Lien or Warrant for Distraint against Samuel Barfield and Tara Barfield, bearing Tax Lien/Warrant No. 3-51737640-2, in the amount of \$3,673.52, dated August 18, 2014, and recorded on August 28, 2014 in Book 336 at Page 135. Any such interest in or lien upon the said property is junior and subordinate to Plaintiff's mortgage.*

*SouthTrust Bank, N.A. by virtue of a mortgage given by David A. Shear and Nancy M. Shear to it on December 6, 1997 in the original sum of \$20,500.00 and filed on April 6, 1998 in Mortgage Book 2193 at Page 278. Based on the evidence in the record and the failure of this Defendant to file an answer asserting any interest in the property, the Court finds that this mortgage is paid in full and is hereby satisfied of record. No further filing is necessary to effectuate this satisfaction.*

#### CONCLUSIONS OF LAW

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED:

- 1) The Plaintiff's Mortgage should be declared a first mortgage lien and Plaintiff should have judgment of foreclosure of the mortgage and the mortgaged property should be ordered sold at public auction after due advertisement.
- 2) The Court finds that there are no HAMP issues to be resolved before foreclosure is ordered or the sale is commenced.
- 3) The Court also finds that the Plaintiff is in compliance with Administrative Order 2011-05-02-01 and that the foreclosure action may proceed to Judgment and Sale.

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4) The Defendants named herein, and all persons whosoever claiming under Defendants, are forever barred and foreclosed of all right, title, interest, equity of redemption or lien in the said mortgaged premises so sold, or any part thereof.

5) Pursuant to Rule 53, SCRPC, this Order shall constitute a final judgment.

6) The following defendants have no interest in the property which is the subject of this action and the Clerk of Court/Register of Deeds is hereby ordered to release said liens in so much as it pertains to the property which is the subject of this action:

*SouthTrust Bank, N.A. by virtue of a mortgage given by David A. Shear and Nancy M. Shear to it on December 6, 1997 in the original sum of \$20,500.00 and filed on April 6, 1998 in Mortgage Book 2193 at Page 278.*

7) There is due to the Plaintiff on the Note and Mortgage set forth in the Complaint the sum of \$246,913.08, as set out in the Findings of Fact *supra*.

8) The amount due in the preceding paragraph (the "Total Debt" as set out in the Findings of Fact *supra*, and later accrued interest on the principal), shall constitute the total judgment debt due Plaintiff and shall bear interest hereafter at the rate of 4.0000% per annum. The amount of the judgment shall be subject to increase to permit the Plaintiff to recover additional costs, commissions and expenses not included in the judgment figures set forth herein. It may also increase to include supplemental compensation for attorney's services not contemplated by the initial fee awarded. Jurisdiction over the fee award and total debt is reserved to facilitate the assessment and payment of any such costs and/or supplemental compensation. Such additional costs, commissions and expenses may be established by statement and shall be adjudicated by the Court without further finding.

9) The Defendants liable for the aforesaid judgment debt including interest at the rate of 4.0000% per annum shall on or before the date of sale of the property hereinafter described, pay to the Plaintiff, or Plaintiff's attorney the amount of Plaintiff's debt as aforesaid, together with the costs and disbursements of this action.

10) 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 Master in Equity, at public auction, at 11:00 a.m. at the County Courthouse in York, South Carolina, on some convenient sales day hereafter (and should the regular day of judicial sales fall on a legal

  
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holiday, then and in such event, the sales day shall be on some other day appointed by the Court), on the following terms, that is to say:

11) For cash: The Master in Equity, will require, at the time of the bid, a deposit of 5% of the amount of the bid (in cash or equivalent) same to be applied to purchase price if compliance is made, but in the event of non-compliance, the deposit may be forfeited without further hearing and applied first to the costs of the action and then to plaintiff's debt. Should the successful bidder at the regularly conducted sale fail or refuse to make the required deposit at time of bid or comply with the other terms of the bid within twenty (20) days, then the property may be re-sold on the same terms and conditions on some subsequent Sales Day, but at the risk of the defaulting bidder(s).

12) Interest on the balance of the bid shall be paid through the day of compliance at the rate of 4.0000%.

13) Purchaser shall pay for any statutory commission on sale from the proceeds of sale, deed preparation, costs of recording the deed, and deed stamps.

14) A personal or deficiency judgment having been demanded, the sale will remain open for thirty (30) days pursuant to S.C. Code Ann. §15-39-720, (1976), unless demand for deficiency judgment is waived in writing prior to the sale.

15) The sale is subject to assessments, county taxes, existing easements, easements and restrictions of record, and other senior encumbrances.

16) The Master in Equity, will, by advertisement according to law, give notice of the time and place of such sale and the terms thereof and will execute to the purchaser, or purchasers, a deed to the premises sold. The Plaintiff, or any other party to this action, may become a purchaser at such sale, and if, upon such sale being made, the purchaser, or purchasers, should fail to comply with the terms thereof within twenty (20) days after the conclusion of the bidding, then the Master in Equity, 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.

17) 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 day upon the terms and conditions as set forth in this Judgment of Foreclosure and Sale or such terms as may be set forth in a supplemental order.

Handwritten signature and initials, possibly "AL" and "8", located at the bottom center of the page.

18) If Plaintiff is the successful bidder at the sale, for a sum not exceeding the amount of costs, expenses and the indebtedness of Plaintiff in full, Plaintiff may pay to the Master in Equity, only the amount of the costs and expenses crediting the balance of the bid on Plaintiff's indebtedness.

19) The Master in Equity will 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;

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

NEXT: If the proceeds of sale be insufficient to pay the amounts hereinbefore authorized to be paid out of said proceeds, with the costs and expenses, the Plaintiff's debt and interest, the parties hereto entitled to such deficiency have judgment therefore against Tara B. Barfield, pursuant to S.C. Code Ann. §29-3-660 (1976), and such judgment will be entered without further notice or hearing.

NEXT: Any surplus should be held pending further Order of this court.

20) In the event the successful bidder is other than the Defendant(s) in possession of the subject property, upon full compliance and title by deed from the Court vested into such purchaser, and upon issuance of a Writ of Assistance by the Court, the Sheriff of York 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 purchaser 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.

21) In the event the successful purchaser is someone other than the Defendant(s) in possession of the subject property, and the occupants have voluntarily vacated the property or have been ejected from the property leaving furnishings, fixtures and items not subject to Plaintiff's Mortgage is said property, and title by deed from the Court is vested into such purchaser, the Purchaser is authorized to remove from the property all furnishings, fixtures and items not subject to the lien of Plaintiff's Mortgage. The personal property, being deemed abandoned, shall be removed by the Purchaser or its agents from the subject property by placing said property on the public street or highway or by any other means.

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22) In accordance with S.C. Code Ann. §30-9-31, the deed of conveyance made pursuant to said sale shall be indexed by the R.M. C. in the name of the owner of record of subject property immediately prior to execution of the deed, as well as in the name of the Master in Equity, who executes such deed as grantor.

23) The undersigned will retain jurisdiction to do all necessary acts incident to this foreclosure including, but not limited to, the issuance of a Writ of Assistance.

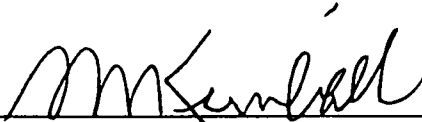
24) The following is a description of the premises herein ordered to be sold:

Being all of Lot 88 in Section 5 of Tega Cay as same is shown on map thereof recorded in Map Book A-254 at Page 4 in the Office of the Clerk of Court for York County, South Carolina.

Being the same property conveyed to Tara Burdiss Barfield by deed from David A. Shear and Nancy M. Shear, dated December 17, 2001 and recorded in January 18, 2001, in Deed Book 4123 at Page 216 in the Office of the Clerk of Court for York County, South Carolina. Thereafter Tara Burdiss Barfield conveyed the subject property to Tara Burdiss Barfield and Samuel C. Barfield by deed dated December 8, 2003 in Deed Book 6004 at Page 28.

TMS No. 641-05-01-088

Property Address: 5088 Mariana Court, Tega Cay, SC 29708

  
\_\_\_\_\_  
Honorable S. Jackson Kimball  
Master in Equity, York County

September 13, 2016  
York, South Carolina

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**NOTICE OF SALE**

2015-CP-46-03068

BY VIRTUE of a decree heretofore granted in the case of: The Bank of New York Mellon fka The Bank of New York, as Trustee (CWALT 2004-2CB) against Tara B. Barfield a/k/a Tara Burdiss Barfield, Samuel C. Barfield, SouthTrust Bank, N.A., Beneficial Financial I Inc., CACH, LLC, and The South Carolina Department of Revenue, I, the undersigned Master in Equity for York County, will sell on November 7, 2016, at 11:00 a.m. at 1 North Congress Street in York, South Carolina, to the highest bidder, the following described property, to-wit:

Being all of Lot 88 in Section 5 of Tega Cay as same is shown on map thereof recorded in Map Book A-254 at Page 4 in the Office of the Clerk of Court for York County, South Carolina.

Being the same property conveyed to Tara Burriss Barfield by deed from David A. Shear and Nancy M. Shear, dated December 17, 2001 and recorded in January 18, 2001, in Deed Book 4123 at Page 216 in the Office of the Clerk of Court for York County, South Carolina. Thereafter Tara Burdiss Barfield conveyed the subject property to Tara Burdiss Barfield and Samuel C. Barfield by deed dated December 8, 2003 in Deed Book 6004 at Page 28.

TMS No. 641-05-01-088

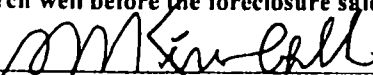
Property Address: 5088 Mariana Court, Tega Cay, SC 29708

**TERMS OF SALE:** The successful bidder, other than the plaintiff, will deposit with the Master in Equity at conclusion of the bidding, five per cent (5%) of said bid, in cash or equivalent, as evidence of good faith, same to be applied to purchase price in case of compliance, but to be forfeited and applied first to costs and then to plaintiff's debt in the case of noncompliance. Should the successful bidder fail or refuse to make the required deposit at time of bid or comply with the other terms of the bid within twenty (20) days, then the Master in Equity may resell the property on the same terms and conditions (at the risk of the said defaulting bidder). Should the Plaintiff, or one of its representatives, fail to be present at the time of sale, the property is automatically withdrawn from said sale and sold at the next available sales day upon the terms and conditions as set forth in the Judgment of Foreclosure and Sale or any Supplemental Order. The successful bidder will be required to pay for documentary stamps on the Deed and interest on the balance of the bid from the date of sale to the date of compliance with the bid at the rate of 4.0000%.

**THIS SALE IS SUBJECT TO ASSESSMENTS, COUNTY TAXES, EXISTING EASEMENTS, EASEMENTS AND RESTRICTIONS OF RECORD, AND OTHER SENIOR ENCUMBRANCES.**

Since a deficiency judgment is being demanded, the bidding will remain open for thirty (30) days after the date of sale, pursuant to S.C. Code ANN. Section 15-39-720, (1976). The deficiency judgment may be waived by the Plaintiff upon written request prior to sale.

**NOTICE: The foreclosure deed is not a warranty deed. Interested bidders should satisfy themselves as to the quality of title to be conveyed by obtaining an independent title search well before the foreclosure sale date.**

  
Honorable S. Jackson Kimball  
Master in Equity York County

York, South Carolina  
September 8, 2016

RILEY POPE & LANEY, LLC  
Attorneys for Plaintiff

FILED-RECEIVED  
2016 SEP 14 AM 9:08  
DAVID R. HAMILTON  
C.C.C.P. & G.S.  
YORK COUNTY, SC



earthsmart

FedEx carbon-neutral envelope shipping

Align top of FedEx Express® shipping label here.

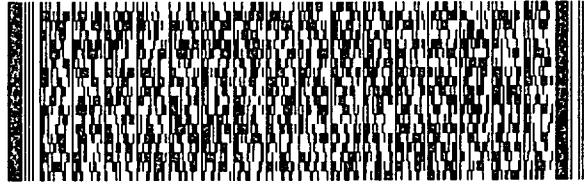
ORIGIN ID: ME0A (803) 396-2014  
SHIPPED BY:  
THE POSTAL ROUTE, LLC  
2764 PLEASANT ROAD  
FORT MILL, SC 29708  
UNITED STATES US

SHIP DATE: 21OCT16  
ACTWTG: 0.29 LB  
CAD: 109025410/WSX13100  
BILL SENDER

Part # 156297V-435 R12 APV EXP 09/17

TO THE HONORABLE DANIEL E. SHEAROUSE  
CLERK, SUPREME COURT OF SOUTH CAROL  
1231 GERVAIS ST  
SUPREME COURT BUILDING  
COLUMBIA SC 29201

(803) 734-1080 REF: SAMUEL BARFIELD  
INV: PKG ID: 933640 DEPT:

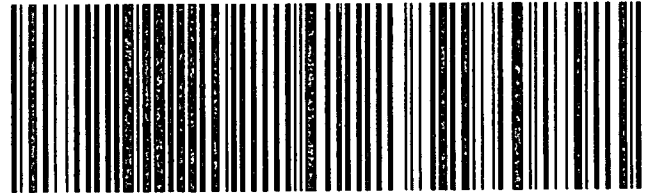


MON - 24 OCT 10:30A  
PRIORITY OVERNIGHT

TRK# 7844 2234 8710  
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