

SOUTH CAROLINA  
COUNTY OF LEE

IN THE COURT OF COMMON PLEAS  
C/A NO.: 2009-CP-31-131

United States of America, acting through the  
Farmers Home Administration, United  
States Department of Agriculture,

Plaintiff,

vs.

Maxie Lee Thomas, Jr. a/k/a Maxie Lee  
Thomas, deceased, and all other heirs at law  
and/or distributees of Maxie Lee Thomas, Jr.  
a/k/a Maxie Lee Thomas, deceased, his  
heirs, personal representatives, executors,  
administrators, successors and assigns, and  
any spouses if any he has, and all persons  
entitled to claim under or through him or any  
of them; all persons unknown claiming any  
right, title, estate, interest in or lien upon the  
real estate described in the Complaint  
herein; also any persons who may be in the  
military service of the United States of  
America, being a class designated as John  
Doe; and any unknown minors or persons  
under a disability being a class designated as  
Richard Roe, Laura Ann Toney, and  
Brittany Nicole Thomas,

Defendants,

**JUDGMENT OF FORECLOSURE  
AND ORDER FOR SALE**  
(Deficiency Demanded as to Defendant  
Maxie Lee Thomas a/k/a Maxie Lee  
Thomas, Jr. only)  
(Non-Eligible for Loan Modification Under  
the Home Affordable Modification  
Program)

**THIS MATTER** came before the undersigned for a final foreclosure hearing on April 13, 2016 pursuant to the Order for Bifurcate filed in this matter on January 10, 2010 and the Notice of Hearing filed and served on March 16, 2016. Present at the hearing was Taylor A. Peace, Esq., counsel for Plaintiff United States of America, acting through the Farmers Home Administration, United States Department of Agriculture, and Kimberley L. Ahtonen, witness for Plaintiff. After due and proper notice, none of the above named Defendants, including Defendant Laura Ann Toney ("Toney") appeared, nor did anyone appear on their behalf.

Pursuant to the Order to Bifurcate, Rule 53(b), SCRCP, the documentary evidence presented, the testimony presented, applicable case and statutory law, and such argument of

ELECTRONICALLY FILED - 2016 Aug 23 1:16 PM - LEE - COMMON PLEAS - CASE#2009CP3100131

counsel as was appropriate, the undersigned makes the following Findings of Fact and Conclusions of Law.

**FINDINGS OF FACT**

1. For value received, Maxie Lee Thomas a/k/a Maxie Lee Thomas, Jr. ("Thomas") made, executed and delivered to Plaintiff a Promissory Note ("Note") dated August 10, 1984, promising thereby to pay to Plaintiff the sum of \$40,000.00, upon the terms and conditions set forth therein.

2. Under the terms of the Note, a default is defined as the failure to pay when due any debt evidenced thereby, and, upon an event of default, Plaintiff, at its option may declare all or any part of any such indebtedness due and payable.

3. To better secure the payment of the Note described above, Maxie Lee Thomas a/k/a Maxie Lee Thomas, Jr. made, executed and delivered to Plaintiff in writing, a Mortgage dated August 10, 1984, ("Mortgage") covering real property in Lee County more fully described therein (The Note and Mortgage are sometimes referred to herein as "Loan").

4. Pursuant to the Mortgage, Thomas agreed to pay or reimburse Plaintiff for expenses reasonably necessary or incidental to the enforcement of the Mortgage, including but not limited the collection of attorney's fees and court costs associated therewith.

5. The Mortgage additionally provides that upon Thomas's default under the Note and Mortgage or his death, Plaintiff, with or without notice, may declare the amount unpaid under the Note immediately due and payable, foreclose the Mortgage in accordance with applicable law, collect attorney's fees and court costs associated therewith, and enforce all other rights and remedies provided by law.

6. The Mortgage was filed on August 10, 1984, and is of record in the office of the ROD for Lee County in Mortgage Book 102 at Page 279.

7. Thomas's execution of the Mortgage was witnessed by and notarized on August 10, 1984 by Margie G. McCutchen, a notary public for South Carolina, and Edward F. Hucks.

8. The closing of the Loan was supervised by William P. Baskins, III, Esq., an attorney duly licensed in the State of South Carolina. William P. Baskins, III, Esq. died October 12, 2015.

9. On or about October 21, 2005, Thomas died testate while residing in Lee County, South Carolina.

10. At the time of his death, payments due under the Note and Mortgage had not been made.

11. An estate was opened for Thomas, was administered under Case Number 2005-ES-31-139, and Toney was appointed Personal Representative of the Estate pursuant to the Last Will and Testament of Maxie Lee Thomas a/k/a Maxie Lee Thomas, Jr ("Will").

12. Pursuant to the terms of the Last Will and Testament of Maxie Lee Thomas a/k/a Maxie Lee Thomas, Jr. dated September 24, 2005, Toney is the sole devisee of the real property which is the subject of this action pursuant to the terms of the unprobated Last Will and Testament, and she is named a Defendant in this action as result of any interest she may have therein.

13. Defendant Brittany Nicole Thomas ("B. Thomas") is the sole issue and heir of Maxie Lee Thomas a/k/a Maxie Lee Thomas, Jr. and is named herein by virtue of any interest she may have in the real property which is the subject of this action.

14. On or about April 3, 2009, Plaintiff delivered to Toney and B. Thomas a Notice of Acceleration and Demand for Payment and Intent to Foreclose.

15. This Lis Pendens was filed in this matter on June 24, 2009.

16. The Summons and Complaint were filed on June 24, 2009.

17. Service was made upon Defendants as shown on the Affidavits of Service filed herein.

18. Pursuant to the Administrative Order of the Honorable Jean Hoefer Toal, Chief Justice of the S.C. Supreme Court, dated May 22, 2009, Plaintiff completed the Verification and Affidavit Regarding HMP Modification and/or Affidavit of Proof Statement of Account which is attached to the Summons and Complaint and was served upon the Defendants therewith. Based upon same, Plaintiff alleges the Note and Mortgage are not subject to modification under the Home Affordable Modification Program ("HMP").

19. On July 14, 2009 the Defendant Laura Ann Toney filed an Answer and Counterclaim that included a request for a jury trial, a copy of which has been filed of record. The Answer and Counterclaim was subsequently amended on September 9, 2009, November 23, 2009 and January 4, 2010. Pursuant to the Answer and Counterclaim, Toney alleged issues related to an alleged violation of the Fair Debt Collection Act ("First Counterclaim), violation of due process ("Second Counterclaim"), unauthorized practice of law ("Third Counterclaim"),

burglary and violation of S.C. Code §27-5-110 (“Fourth Counterclaim”), fraud (“Fifth Counterclaim”), improper notarization (“Sixth Counterclaim”), and constructive fraud (“Seventh Counterclaim”).

20. Plaintiff filed its Reply to Amended Answer and Counterclaim on September 29, 2009.

21. The Court appointed a Guardian ad Litem and Attorney to represent any persons who may be in the military service of the United States of America, being a class designated as John Doe; and any unknown minors or persons under a disability being a class designated as Richard Roe, and an answer has been filed on their behalf.

22. Maxie Lee Thomas, Jr. a/k/a Maxie Lee Thomas, deceased, and all other heirs at law and/or distributees of Maxie Lee Thomas, Jr. a/k/a Maxie Lee Thomas, deceased, his heirs, personal representatives, executors, administrators, successors and assigns, and any spouses if any he has, and all persons entitled to claim under or through him or any of them; all persons unknown claiming any right, title, estate, interest in or lien upon the real estate described in the Complaint herein; and Brittany Nicole Thomas have served no Answer or other responsive pleadings upon Plaintiff and are now in default.

23. Thereafter, Plaintiff filed a Motion and Order to Bifurcate which was granted by Order filed January 26, 2010. (“Order to Bifurcate”) wherein the undersigned was given authority to, among other things, rule upon Plaintiff’s claim for foreclosure and Toney’s defenses related thereto.

24. Toney filed an Appeal of the Bifurcation on February 10, 2010, which was dismissed by Order of the Court of Appeals on March 3, 2010.

25. Toney filed a Motion for Rehearing in the Court of Appeals on March 11, 2010, which was denied by the Court of Appeals on May 24, 2010.

26. Toney filed a Petition for Writ of Certiorari with the Court of Appeals on June 23, 2010 which was subsequently denied by the Court of Appeals on October 21, 2010.

27. Thereafter, the Court of Appeals filed its Remittitur on December 12, 2011.

28. Plaintiff filed a Motion to Dismiss the Jury Trial demand on September 19, 2013 and a Motion for Summary Judgment on October 31, 2013.

29. The Court heard oral arguments relating to Plaintiff's Motion for Summary Judgment and Motion to Dismiss the Jury Trial Demand of Defendant Laura Ann Toney on March 21, 2014.

30. The Estate was dismissed on June 20, 2014 by Order of the Honorable Catherine F. Harris, Lee County Probate Judge, for failure to file the necessary documents to close same and accordingly no Deed of Distribution has been issued.

31. The Motion for Summary Judgment and Motion to Dismiss Jury Trial Demand was granted by Order of the Honorable R. Ferrell Cothran, Jr. dated March 26, 2015 ("Order for Summary Judgment").

32. The Order for Summary Judgment granted Plaintiff summary judgment as to Toney's First Counterclaim and Fourth Counterclaim and found that the remaining counterclaims are defenses to Plaintiff's foreclosure claim.

33. Thereafter, Toney filed a Notice of Ex-Parte Application and Ex-Parte Application to Vacate Order on April 7, 2015 and an Amended Notice of Ex-Parte Application and Ex-parte Application to Vacate Order April 23, 2015 (collectively "Application") relating to an alleged procedural irregularity with regard to the delivery of the Order for Summary Judgment to the Court.

34. The Application did not raise any issues with regard to the merits of the Order for Summary Judgment.

35. After proper notice to the parties, Toney failed to appear at the hearing on her Application and the same was denied pursuant to an Order Denying Notice of Ex-Parte Application filed November 4, 2015 ("Order Denying Application").

36. Thereafter, Toney filed an Objection to Proposed Order denying Amended Notice of Ex-Parte Application on November 9, 2015 ("Objection") and Notice of Appeal on November 15, 2015 ("Appeal").

37. The Application, Objection and Appeal do not raise issues with regard to the merits of the Order for Summary Judgment.

38. Toney filed a Motion for Abeyance or Continuance on April 6, 2016 alleging that the South Carolina Court of Appeals has jurisdiction over this matter.

39. On April 12, 2016, Toney delivered to the undersigned a letter and accompanying doctor's note indicating that she was excused from work and school as the result of dizziness. ("Doctor's Letter")

40. Payments 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 the attorney herein for collection.

41. This Mortgage constitutes a first lien on the subject property, the titleholder of record in and to the subject property as of the filing of the Lis Pendens in this action are Maxie Lee Thomas and the heirs at law and/or devisees of Maxie Lee Thomas a/k/a Maxie Lee Thomas, Jr.

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

a.	Principal due as of April 13, 2016	\$36,379.03
b.	Interest from April 10, 1999 through April 13, 2016 at 11.875%	\$64,110.48
c.	Total Subsidy Granted	\$37,878.28
d.	Fees Assessed	\$50,489.54
e.	Attorney's fee	\$30,597.00
f.	Future Attorney's Fees (disposition of pending Appeal)	\$10,000.00
g.	Costs of collection prior to hearing	\$2,585.50
	 Total Debt secured by Note and Mortgage, including interest to date shown	 \$232,039.83
	 Per Diem at	 \$11.87

The amount due (shown above) shall accrue interest at the rate of 11.875% per annum and together with such interest shall constitute the total debt due the Plaintiff, pursuant to S.C. Code §29-3-630.

**CONCLUSIONS OF LAW**

Based on the foregoing Findings of Fact, I make the finding Conclusions of Law and Order as follows:

1. Pursuant to SCACR 205, "[u]pon the service of a notice of appeal, the appellate court shall have exclusive jurisdiction of the appeal.... Nothing in these Rules shall prohibit the lower court.... from proceeding with matters not affected by the appeal". SCACR 205.

2. Also, pursuant to Rule 42(b), “[t]he court, in furtherance of convenience or to avoid prejudice.... may order a separate trail of any claim-crossclaim, counterclaim, or third-party claim, or of any separate issue or of any number of claims, cross-claims or counterclaims, third party claim, or issues, always preserving inviolate the right of a trial by jury...” Rule 42 (b), SCRCF.

3. In this matter, the Order to Bifurcate, the undersigned is, among other things, authorized and empowered to hear Plaintiff’s foreclosure and defenses related to thereto and that Toney’s counterclaims remain with the Circuit Court.

4. In other words, the Order to Bifurcate separated, for purposes to trial, discovery and other litigation matters, the undersigned is not to hear matters related to Toney’s counterclaims nor are they the subject of this hearing.

5. Also, the Order for Summary Judgment does not relate to Plaintiff’s claim for foreclosure or Toney’s defenses related thereto.

6. In addition, the Application, Proposed Objection and Appeal do not take issue with the Court’s ruling in the Order for Summary Judgment that Defendant’s counterclaims, with the exception of the First Counterclaim and Fourth Counterclaim, are defenses to Plaintiff’s foreclosure action that should be addressed by the undersigned.

7. Accordingly, Plaintiff’s claim for foreclosure and the defenses related thereto, including Toney’s counterclaims that have been found to be defenses, are not affected by the Appeal, and therefore the South Carolina Court of Appeals does not have jurisdiction over Plaintiff’s claim for foreclosure and Toney’s defenses related thereto and this matter may immediately proceed.

8. As a result, Toney’s Motion for Continuance is herein denied.

9. To the extent the Doctor’s Letter can be construed as a second motion for continuance, same is denied as it only excuses Toney from school and work and does not make any mention of court appearances.

10. With regard to Toney’s Second Counterclaim, a first mortgage on residential property is exempt from the right to cure requirements under the South Carolina Consumer Protection Code. See S.C. Code Ann. §37-3-105.

11. Therefore, the question of whether Toney is entitled to a notice of default/right to cure is a question what notice is required by the loan documents. See Hendrix v. Franklin, 292

S.C. 138, 355 S.E.2d 273 (Ct. App. 1986); Allendale Furniture Co., Inc., v. Carolina Commercial Bank, 284 S.C. 76, 325 S.E.2d 530 (1985).

12. Pursuant to the Mortgage, the Plaintiff, with or without notice, may declare the entire amount unpaid under the Note and any indebtedness to Plaintiff hereby secured immediately due and payable.

13. Also, Toney is not defined as the "Borrower" in this matter, and does have any legal rights under the Mortgage. She is named as a party to this matter by virtue of any interest she may in the Property by virtue of position as devisee of the Will.

14. Accordingly, Plaintiff was not required to send Toney a notice of default/right to cure, her Second Defense is without merit, and it is therefore dismissed.

15. With regard to Toney's Third Counterclaim, "All real estate and mortgage closings must be supervised by an attorney." Matrix Financial Services Corp v. Frazer, 394 S.C. 134, 138, 714 S.E. 2d 532, 534 (2011) (internal citations omitted)

16. This is due to the fact that, "...the presence of attorneys in real estate loan closings s for the protection of the public and that 'protection of the public is of paramount concern' in loan closings." Id. at 394 S.C. 140, 714 S.E. 2d 535 (internal citations omitted).

17. As a result, "...a lender may not enjoy the benefit of equitable remedies when that lender failed to have attorney supervisions during the loan process as required by law Id.

18. However, the defense of the unauthorized practice of law is only available to mortgages filed after 2011. See BAC Home Loan Servicing L.P. v. Kinder, 398 S.C. 619, 731 S.E. 2d 547.

19. In this matter, the Mortgage was filed on August 10, 1984 in the office of the ROD for Lee County in Mortgage Book 102 at Page 279, well before 2011.

20. Also, the execution Note and Mortgage at issue was supervised by William P. Baskin, Esq., deceased, who was an attorney duly licensed in the State of South Carolina, and Toney has failed to present any evidence otherwise.

21. Accordingly, Toney's Third Counterclaim is denied as the unauthorized it is not available to her, and the execution of the Note and Mortgage was supervised by an South Carolina attorney.

22. Toney's Fifth Counterclaim and Seventh Counterclaim is also denied as she has failed to present any evidence to support same.

23. As to Toney's Sixth Counterclaim, the Mortgage was properly witnessed and notarized, and Toney has failed to present any evidence otherwise, and same is dismissed accordingly.

24. In addition to the above, Toney's Second Counterclaim, Third Counterclaim, Fifth Counterclaim, Sixth Counterclaim, and Seventh Counterclaim are dismissed pursuant to Rule 41(b), SCRCP, as she has failed to prosecute same or otherwise comply with the South Carolina Rules of Civil procedure. Rule 41(b), SCRCP.

25. The Defendant(s) named herein and all persons whosoever 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.

26. Plaintiff's Mortgage constitutes a first lien on the subject property.

27. There is due to the Plaintiff on the obligation and Mortgage set forth in the Complaint the sum of \$232,039.83 representing the total debt due Plaintiff as set out in the Findings of Fact supra, and Defendant Laura Ann Toney has presented no evidence to contradict the same.

28. The Plaintiff has incurred the actual sum of \$30,597.00 in attorney's fees in the prosecution of this action and costs in the sum of \$2,585.50 as set forth in the Affidavit of Taylor A. Peace, Esquire, and anticipates that it will incur the additional sum of \$10,000.00 in attorney's fees through the final conclusion of the action.

29. The attorney's fees are fair and reasonable under the six (6) applicable factors to be considered under Baron Data Systems, Inc. v. Loter, 297 S.C. 382, 377 S.E.2d 296 (1989):

- (a) This litigation involved a complex residential dispute, which included the defense of numerous counterclaims and affirmative defenses containing allegations of breach of contract, fraudulent misconduct, and unfair trade practices by Plaintiff;
- (b) The time actually devoted to the matter was necessary to complete extended discovery, numerous motions, appeals, and presenting the case at a trial;
- (c) The professional standing of the attorneys at Tyler, Jackson, Peace and Silver, LLC, is excellent and they regularly represent clients in matters similar to the issues presented in this case;
- (d) The Contingency of Compensation factor is inapplicable since this was not a contingency case;

- (e) The rates of the attorneys involved in this matter are consistent with those customarily charged in the Counties of Richland Lee for similar legal services; and
- (f) The beneficial results that Plaintiff received in prevailing on its action to foreclose on a Note.

30. The amount due in the preceding paragraph (the "Total Debt" as set forth hereinabove) shall accrue interest at the rate of 11.875% per annum and together with such interest shall constitute the total debt due the Plaintiff.

31. The amount due shall be subject to increase to permit the Plaintiff to recover additional costs, commissions and expenses. Such additional costs, commissions and expenses may be established by affidavit and shall be adjudicated by the court without further hearing.

32. That on or before the date of sale of the property hereinafter described, Plaintiff or Plaintiff's attorney, is to be paid the amount of Plaintiff's debt as aforesaid, together with the costs and disbursements of this action.

33. That on default of payment at or before the time herein indicated, the mortgaged premises described in the Complaint, as hereinafter set forth, be sold by the undersigned Master in Equity for Lee County at public auction, at the Lee County Courthouse, 123 South Main Street, Bishopville, County and State aforesaid, on some convenient sales day hereafter (and should the regular day of judicial sales fall on a legal 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:

- A. FOR CASH: The undersigned Master in Equity for Lee County will require, at the time of the bid, a deposit of five (5%) percent on the amount of the bid (in cash or equivalent) same to be applied on the purchase price if compliance is made; but in the event compliance is not made, the deposit may be forfeited without further hearing and applied first to 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 the 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).

- B. Interest on the bid shall be paid through the day of compliance at the rate of 11.875%.
- C. The sale shall be subject to taxes and assessments, existing easements and restrictions and easements and restrictions of record, and any other senior encumbrances.
- D. Plaintiff to pay for any statutory commission on sale from the proceeds of sale, and Purchaser to pay for deed preparation, costs of recording the deed and deed stamps.
- E. A personal or deficiency judgment being demanded, the bidding will remain open after the date of sale for thirty (30) days.

34. A personal or deficiency judgment being demanded, the bidding will remain open after the date of sale for thirty (30) days.

35. That the undersigned Master in Equity for Lee County, will by advertisement according to law, give notice of the time, and place of 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 that if, upon such sale being made, the Purchaser, or Purchasers, should fail to comply with the terms thereof within twenty (20) days after date of sale, then the undersigned Master in Equity for Lee County 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.

36. That the undersigned Master in Equity for Lee County will apply the proceeds of 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:** Any surplus will be held pending further Order of this Court.

37. That Plaintiff shall have judgment of foreclosure. That Plaintiff shall have judgment against Defendant Maxie Lee Thomas a/k/a Maxie Lee Thomas, Jr. for the full amount found to be due Plaintiff on the Note and Mortgage, which judgment shall be reduced by the net proceeds of sale pursuant to S.C. Code Ann §29-3-650, as amended, as determined by this Court in a subsequent Order for Deficiency Judgment. Plaintiff may waive any of its rights prior to sale, including its right to a deficiency judgment in accordance with Rule 71, South Carolina Rules of Civil Procedure. Plaintiff's waiver shall be made in writing.

38. 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 Plaintiff in full, Plaintiff may pay to the undersigned Master in Equity for Lee County only the amount of the costs and expenses, crediting the balance of the bid on Plaintiff's indebtedness.

39. Should the Plaintiff, Plaintiff's attorney or agent fail to appear on sales day, the property shall not be sold, but shall be re-advertised and sold at some convenient sales day thereafter when the Plaintiff, Plaintiff's attorney or agent is present.

40. In the event the successful bidder is other than the Defendant in possession herein, upon the presentation of a Writ of Assistance, the Sheriff of Lee 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 bidder or his assigns in such peaceable possession. Pursuant to Rule 70, SCRPC, the Clerk, upon application of the successful bidder is hereby directed to execute a Writ of Assistance. All valid tenant rights pursuant to Protecting Tenants at Foreclosure Act of 2009 shall be protected.

41. That the deed of conveyance made pursuant to this sale shall be indexed in the grantor index by the Clerk of Court or Register of Deeds 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 undersigned Master in Equity for Lee County, who executes such deed as grantor.

42. The Master in Equity for Lee County, shall direct the Clerk of Court/Register of Deeds to release of record the mortgage lien being foreclosed, after the Order Confirming Sale and Disbursements has been executed and filed, which mortgage lien is described as follows: That certain Mortgage given by Maxie Lee Thomas a/k/a Maxie Lee Thomas, Jr. to Plaintiff dated August 10, 1984 and recorded in the Office of the Clerk of Court/Register of Deeds for Lee County on August 10, 1984 in Book 102 at Page 279.

43. The undersigned Master in Equity for Lee County will retain jurisdiction to do all the necessary acts incident to this foreclosure including, but not limited to, the issuance of a Supplemental Order to evidence additional debt incurred if the sale of the property is delayed by the filing of a bankruptcy petition, transfer of service of the Note and Mortgage by the Plaintiff, or an attempt of the parties to reach a settlement, the issuance of a Supplemental Order to correct a harmless error in the action that does not substantially affect the rights of the parties, the issuance of a Writ of Assistance, disposing of any surplus funds pursuant to Rule 71(c), SCRCP, and hearing any issues involving appraisal proceedings under §29-3-680 et seq of the South Carolina Code of Laws (1976) as amended.

44. Mortgaged property to be sold by Master in Equity for Lee County:

*All that certain piece, parcel or lot of land situate, lying and being in Bishopville Township, Lee County, S.C., described as Lot NO. 20 on a plat of Broad Acres Subdivision, prepared by J.P. Edwards, RLS dated November 4, 1971, and recorded in Plat Book M at Page 104 in the Office of the Clerk of Court for Lee County, S.C., and being bounded and described as follows, to wit: On the Southwest by lands now or formerly of A.B. Baskin Estate and measuring thereon 120 feet, more or less; on the Southeast by Lot No. 21 according to said Plat, and measuring thereon 251.32 feet, more or less; on the Northeast by Broad Acres Drive and fronting thereon 120 feet, more or less; and on the Northwest by Lot No. 19 according to said Plat, and measuring thereon 251.32 feet, more or less.*

*Subject to Restrictive Covenants N-2-11 and D-39, Lee County, S.C. Registry.*

*Said Lot No. 20 being more recently described according to a Plat thereof made by Frank E. Hinson, Surveyor, dated January 28, 1984, and recorded in Plat Book U at Page 45, said Registry.*

*This being the same property conveyed to Maxie Lee Thomas by deed of A.B. Baskin, Jr., Eldridge Baskin, Louise Baskin Stevenson and Virginia Baskin Fletcher dated July 12, 1984 and recorded August 10, 1984 in Book N-3 at Page 21.*

TMS No.: 029-00-00-059-000  
Address: 71 Broad Acres Road, Bishopville, South Carolina 29010

45. The Note and Mortgage are not subject to the Home Affordable Modification Program ("HMP").

46. Plaintiff has complied with Administrative Order of the Supreme Court of South Carolina dated May 2, 2011 (2011-05-02-01).

**ELECTRONIC SIGNATURE PAGE TO FOLLOW**

Attorney for Plaintiff:  
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Lee Common Pleas

**Case Caption:** United States Of America VS Maxie Lee Thomas Jr , defendant, et al  
**Case Number:** 2009CP3100131  
**Type:** Master/Order/Foreclosure & Sale and Form 4

So Ordered

s/S. Bryan Doby, Lee County Master-in-Equity  
3070

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ELECTRONICALLY FILED - 2016 Aug 23 1:16 PM - LEE - COMMON PLEAS - CASE#2009CP3100131