

5
STATE OF SOUTH CAROLINA

COUNTY OF BERKELEY

PrimeLending, A PlainsCapital Company,

Plaintiff,

v.

Ronnell Demar Walker a/k/a Ronnell D. Walker,
South Pointe Homeowners Association;

Defendant(s)

(006951-00925)

IN THE COURT OF COMMON PLEAS

DOCKET NO.

20 15-CP-08-965

SUMMONS
(NON-JURY)
FORECLOSURE OF REAL ESTATE
MORTGAGE
Deficiency Judgment Waived

RECEIVED

NOV 14 2016

SC Court of Appeals

CLERK OF COURT
BERKELEY COUNTY, SC
2015 APR 17 PM 12:03

FILED

TO THE DEFENDANT(S) ABOVE NAMED:

YOU ARE HEREBY SUMMONED and required to appear and defend by answering the Complaint in this action, of which a copy is herewith served upon you, and to serve a copy of your Answer on the subscribers at their offices, 220 Executive Center Drive, Suite 109, Post Office Box 100200, Columbia, South Carolina 29202, within thirty (30) days after the service hereof, exclusive of the day of such service, except that the United States of America, if named, shall have sixty (60) days to answer after the service hereof, exclusive of the day of such service; and if you fail to do so, judgment by default will be rendered against you for the relief demanded in the Complaint.

YOU WILL ALSO TAKE NOTICE that Plaintiff will move for an order of reference or that the Court may issue a general order of reference of this action to a master in equity/special referee, pursuant to Rule 53, of the South Carolina Rules of Civil Procedure.

TO MINOR(S) OVER FOURTEEN YEARS OF AGE, AND/OR TO MINOR(S) UNDER FOURTEEN YEARS OF AGE AND THE PERSON WITH WHOM THE MINOR(S) RESIDES, AND/OR TO PERSONS UNDER SOME LEGAL DISABILITY:

2013
TAX
RETURN

YOU ARE FURTHER SUMMONED AND NOTIFIED to apply for the appointment of a guardian ad litem within thirty (30) days after the service of this Summons and Notice upon you. If you fail to do so, application for such appointment will be made by PrimeLending, A PlainsCapital Company.

Nikole P. Haltiwanger

Rogers Townsend & Thomas, PC
ATTORNEYS FOR PLAINTIFF

Robert P. Davis (SC Bar #74030)

H. Guyton Murrell (SC Bar # 064134)

Kevin T. Brown (SC Bar # 064236)

Jason D. Wyman (SC Bar # 100271)

Ashley M. Wheeling-Goodson (SC Bar # 101423)

Andrew W. Montgomery (SC Bar #79893)

John J. Hearn (SC Bar # 6635)

Nikole Haltiwanger (SC Bar # 70491)

220 Executive Center Drive
Columbia, SC 29210

Post Office Box 100200 (29202)
(803) 744-4444

NOTICE TO PRINTER: Please insert:

_____ Once during week commencing _____
_____ Once during week commencing _____
_____ Once during week commencing _____

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NOV 14 2015

SC Court of Appeals

IN THE COURT OF COMMON PLEAS

STATE OF SOUTH CAROLINA

COUNTY OF BERKELEY

PrimeLending, A PlainsCapital Company,

Plaintiff(s)

vs.

Ronnell Demar Walker a/k/a Ronnell D. Walker, South Pointe Homeowners Association,

Defendant(s)

Submitted By: Robert P. Davis (SC Bar #74030), Andrew W. Montgomery (SC Bar #79893), H. Guyton Murrell (SB Bar# 064134), John J. Hearn (SC Bar # 6635), Kevin T. Brown (SC Bar # 064236), Ashley M. Whelming-Goodson (SC Bar # 101423), Nikole Haltiwanger (SC Bar # 70491), Jason D. Wyman (SC Bar # 100271) Attorneys for the Plaintiff 006951-00925

Rogers Townsend & Thomas, PC 220 Executive Center Drive, Suite 109

Out Office, Box 211200 (803) 744-4444 (803) 343-7013 - Fax info@rtt-law.com

CIVIL ACTION COVERSHEET

2015-CP-08-965

NOTE: The cover sheet and information contained herein neither replaces nor supplements the filing and service of pleadings or other papers as required by law. This form is required for the use of the Clerk of Court for the purpose of docketing. It must be filled out completely, signed, and dated. A copy of this cover sheet must be served on the defendant(s) along with the Summons and Complaint.

DOCKETING INFORMATION (Check all that apply)

*If Action is Judgment/Settlement do, not complete

- JURY TRIAL demanded in complaint.
NON-JURY TRIAL demanded in complaint.
This case is subject to ARBITRATION pursuant to the Court Annexed Alternative Dispute Resolution Rules.
This case is subject to MEDIATION pursuant to the Court Annexed Alternative Dispute Resolution Rules.
This case is exempt from ADR. (Proof of ADR/Exemption Attached)

NATURE OF ACTION (Check One Box Below)

- Contracts: Constructions (100), Debt Collection (110), Employment (120), General (130), Breach of Contract (140), Other (199)
Torts - Professional Malpractice: Dental Malpractice (200), Legal Malpractice (210), Medical Malpractice (220), Previous Notice of Intent Case # 20-NT, Notice/File Med Mal (230), Other (299)
Torts - Personal Injury: Assault/Slander/Label (300), Conversion (310), Motor Vehicle Accident (320), Premises Liability (330), Products Liability (340), Personal Injury (350), Wrongful Death (360), Other (399)
Real Property: Claim & Delivery (400), Condemnation (410), Foreclosure (420), Mechanic's Lien (430), Partition (440), Possession (450), Building Code Violation (460), Other (499)
Inmate Petitions: PCR (500), Mandamus (520), Habeas Corpus (530), Other (599)
Administrative Law/Relief: Reinstate Drv. License (800), Judicial Review (810), Relief (820), Permanent Injunction (830), Forfeiture-Petition (840), Forfeiture-Consent Order (850), Other (899)
Judgments/Settlements: Death Settlement (700), Foreign Judgment (710), Magistrate's Judgment (720), Minor Settlement (730), Transcript Judgment (740), Lis Pendens (750), Transfer of Structured Settlement Payment Rights Application (760), Confession of Judgment (770), Petition for Workers Compensation Settlement Approval (780), Other (799)
Appeals: Arbitration (900), Magistrate-Civil (910), Magistrate-Criminal (920), Municipal (930), Probate Court (940), SCDOT (950), Worker's Comp (960), Zoning Board (970), Public Service Commission (990), Employment Security Comm (991), Other (999)
Special/Complex/Other: Environmental (600), Automobile Arb. (610), Medical (620), Other (699), Pharmaceuticals (630), Unfair Trade Practices (640), Foreign Subpoenas (650), Motion to Quash Subpoena in an Out-of-County Action (660), Sexual Predator (510)

FILED
APR 17 2015
CLERK OF COURT
BERKELEY COUNTY, SC

Submitting Party Signature:

Nikole D. Haltiwanger

Date: 4/15/15

Note: Frivolous civil proceedings may be subject to sanctions pursuant to SCRCP Rule 11, and the South Carolina Frivolous Civil Proceedings Sanctions Act, S.C. Code Ann. §15-36-10 et. seq.

FOR MANDATED ADR COUNTIES ONLY

Aiken, Allendale, Anderson, Bamberg, Barnwell, Beaufort, Berkeley, Calhoun, Charleston, Cherokee, Clarendon, Colleton, Darlington, Dorchester, Florence, Georgetown, Greenville, Hampton, Horry, Jasper, Kershaw, Lee, Lexington, Marion, Oconee, Orangeburg, Pickens, Richland, Spartanburg, Sumter, Union, Williamsburg, and York

SUPREME COURT RULES REQUIRE THE SUBMISSION OF ALL CIVIL CASES TO AN ALTERNATIVE DISPUTE RESOLUTION PROCESS, UNLESS OTHERWISE EXEMPT.

You are required to take the following action(s):

1. The parties shall select a neutral and file a "Proof of ADR" form on or by the 210th day of the filing of this action. If the parties have not selected a neutral within 210 days, the Clerk of Court shall then appoint a primary and secondary mediator from the current roster on a rotating basis from among those mediators agreeing to accept cases in the county in which the action has been filed.
2. The initial ADR conference must be held within 300 days after the filing of the action.
3. Pre-suit medical malpractice mediations required by S.C. Code § 15-79-125 shall be held not later than 120 days after all defendants are served with the "Notice of Intent to File Suit" or as the court directs. (Medical malpractice mediation is mandatory statewide.)
4. Cases are exempt from ADR only upon the following grounds:
 - a. Special proceeding, or actions seeking extraordinary relief such as mandamus, habeas corpus, or prohibition;
 - b. Requests for temporary relief;
 - c. Appeals;
 - d. Post Conviction relief matters;
 - e. Contempt of Court proceedings;
 - f. Forfeiture proceedings brought by governmental entities;
 - g. Mortgage foreclosures; and
 - h. Cases that have been previously subjected to an ADR conference, unless otherwise required by Rule 3 or by statute.
5. In cases not subject to ADR, the Chief Judge for Administrative Purposes, upon the motion of the court or of any party, may order a case to mediation.
6. Motion of a party to be exempt from payment of neutral fees due to indigency should be filed with the Court within ten (10) days after the ADR conference had been concluded.

006951-00925

Please Note: You must comply with the Supreme Court Rules regarding ADR. Failure to do so may affect your case or may result in sanctions.

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STATE OF SOUTH CAROLINA

COUNTY OF BERKELEY

PrimeLending, A PlainsCapital Company,

Plaintiff,

v.

Ronnell Demar Walker a/k/a Ronnell D. Walker,
South Pointe Homeowners Association,

Defendant(s).

(006951-00925)

IN THE COURT OF COMMON PLEAS

DOCKET NO.

2015-CP-08-965

NOTICE OF FORECLOSURE INTERVENTION
Deficiency Judgment Waived

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NOV 14 2016

SC Court of Appeals

MARY P. BROWN
CLERK OF COURT
BERKELEY COUNTY, SC

2015 APR 17 PM 12:03

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PLEASE TAKE NOTICE THAT pursuant to the South Carolina Supreme Court Administrative Order 2011-05-02-01, you may have a right to Foreclosure Intervention.

To be considered for any available Foreclosure Intervention, you may communicate with and otherwise deal with the Plaintiff through its law firm, Rogers Townsend & Thomas, PC.

Rogers Townsend & Thomas, PC represents the Plaintiff in this action. Our law firm does not represent you. Under our ethical rules, we are prohibited from giving you any legal advice.

You must submit any requests for Foreclosure Intervention consideration within 30 days from the date you are served with this Notice. **IF YOU FAIL, REFUSE, OR VOLUNTARILY ELECT NOT TO PARTICIPATE IN FORECLOSURE INTERVENTION, THE FORECLOSURE ACTION MAY PROCEED.**

Nikole D. Haltiwanger
Rogers Townsend & Thomas, PC
ATTORNEYS FOR PLAINTIFF

Robert P. Davis (SC Bar #74030)

H. Guyton Murrell (SC Bar # 064134)

Kevin T. Brown (SC Bar # 064236)

Jason D. Wyman (SC Bar # 100271)

Ashley M. Whicelung-Goodson (SC Bar # 101423)

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Nikole Haltiwanger (SC Bar # 70491)

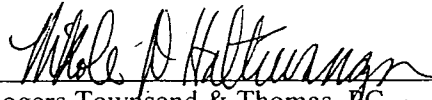
220 Executive Center Drive
Columbia, SC 29210

Post Office Box 100200 (29202)
(803) 744-4444

Columbia, South Carolina
April 14, 2015

Property Address: 412 Eastover Circle
Summerville, SC 29483

TMS# 2320701013



Rogers Townsend & Thomas, PC
ATTORNEYS FOR PLAINTIFF

Robert P. Davis (SC Bar #74030)

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April 14, 2015

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STATE OF SOUTH CAROLINA

COUNTY OF BERKELEY

PrimeLending, A PlainsCapital Company,

Plaintiff,

v.

Ronnell Demar Walker a/k/a Ronnell D. Walker;
South Pointe Homeowners Association;

Defendant(s)

(006951-00925)

IN THE COURT OF COMMON PLEAS

DOCKET NO.

20 15-CP-08-965

LIS PENDENS
Deficiency Judgment Waived

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NOV 14 2016

SC Court of Appeals

CLERK OF COURT
BERKELEY COUNTY, SC

2015 APR 17 PM 2:03

FILED

NOTICE IS HEREBY GIVEN THAT an action has been or will be commenced in this Court upon complaint of the above-named Plaintiff against the above-named Defendant(s) for the foreclosure of a certain mortgage of real estate given by Ronnell Demar Walker to Mortgage Electronic Registration Systems, Inc., as nominee for PrimeLending, A PlainsCapital Company, its successors and assigns dated June 27, 2014, and recorded in the Office of the RMC/ROD for Berkeley County on July 3, 2014, in Mortgage Book 10838 at Page 47. This Mortgage was assigned to PrimeLending, A PlainsCapital Company by assignment dated April 2, 2015 and recorded April 8, 2015 in Book 11310 at Page 74.

The premises covered and affected by the said mortgage and by the foreclosure thereof were, at the time of the making thereof and at the time of the filing of this notice, described as follows:

All that certain piece, parcel or lot of land, with any improvements thereon, situate, lying and being in the County of Berkeley, State of South Carolina, and known and designated as Lot 13, Phase I, on a plat by Harold J. Willson, Surveyor, dated April 9, 1985, entitled "Phase I of Dovewood Subdivision, South Pointe Development Owned by Finucan Peters Development, Inc., located in the Town of Summerville, Dorchester County, South Carolina", recorded in the Office of the Clerk of Court for Dorchester County, in Plat Cabinet E, Slide 164, and recorded in the RMC Office for Berkeley County in Plat Cabinet F, Page 66; said lot having such location, butting, bounding and measurements as will by reference to said plat more fully appear.

This being the same property conveyed to Ronnell D. Walker by deed Fannie Mae a/k/a Federal National Mortgage Association, dated June 27, 2014 and recorded July 3, 2014 in Book 10838 at Page 41 in the Office of the Register of Deeds for Berkeley County.

STATE OF SOUTH CAROLINA)
)
 BERKELEY COUNTY)
)
 PrimeLending, A PlainsCapital Company,)
 Plaintiff)
)
 vs.)
)
 Ronnell Demar Walker a/k/a Ronnell D. Walker, South Pointe)
 Homeowners Association;)
 Defendant.)

IN THE CIRCUIT COURT FOR THE
 NINTH
 JUDICIAL CIRCUIT
2015-CP-08-965
 CERTIFICATE OF EXEMPTION
 FROM ADR
 DOCKET NO.

I certify that this action is exempt from ADR because:

- this is a special proceeding or action seeking extraordinary relief such as mandamus, habeas corpus of prohibition;
- this action is appellate in nature;
- this is a post-conviction relief matter;
- this is a contempt of court proceeding;
- this is forfeiture proceeding brought by the State;
- this is a case involving a mortgage foreclosure; or
- the parties submitted the case to voluntary mediation with a certified mediator prior to the filing of this action.

FILED
 2015 APR 17 PM 12:03
 MATTY P. BROWN
 CLERK OF COURT
 BERKELEY COUNTY, SC

Nikole D. Haltiwanger
 Plaintiff/Attorney(s) for Plaintiff(s)
 Robert P. Davis (SC Bar #74030); Andrew W. Montgomery (SC Bar #79893); H. Guyton Murrell (SC Bar # 064134); John J. Hearn (SC Bar # 6635); Kevin T. Brown (SC Bar # 064236); Ashley M. Wheeling-Goodson (SC Bar # 101423); Nikole Haltiwanger (SC Bar # 70491); Jason D. Wyman (SC Bar # 100271)
 Rogers-Townsend & Thomas, PC
 220 Executive Center Drive, Suite 109
 Post Office Box 100200
 Columbia, SC 29202
 (803) 744-4444

Defendant/Attorney(s) for Defendant(s)

Date: April 14, 2015

006951-00925

RECEIVED
 NOV 14 2016
 SC Court of Appeals

STATE OF SOUTH CAROLINA

COUNTY OF BERKELEY

PrimeLending, A PlainsCapital Company,

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v.

Ronnell Demar Walker a/k/a Ronnell D. Walker,
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Defendant(s).

(006951-00925)

IN THE COURT OF COMMON PLEAS

DOCKET NO

2015-CP-08-965

COMPLAINT

(NON-JURY)

FORECLOSURE OF REAL ESTATE
MORTGAGE

Deficiency Judgment Waived

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SC Court of Appeals

MARY P. BROWN
CLERK OF COURT
BERKELEY COUNTY, SC

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Plaintiff alleges:

1. This is an action for the foreclosure of a mortgage upon certain real estate in Berkeley County, South Carolina.
2. Pursuant to S.C. Code Section 33-15-101(b)(8) Plaintiff is a corporation or other legal entity collecting debts and / or enforcing mortgages, security interests or other rights in property securing debts.
3. Plaintiff has the legal right to enforce the negotiable instrument secured by the Mortgage and is the real party in interest as defined by Rule 17(a) of the South Carolina Rules of Civil Procedure.
4. The Plaintiff's servicing agent for the mortgage loan described in this foreclosure action is participating in the Home Affordable Modification Program ("HMP"), but the subject loan is not eligible for modification because the loan is a Federal Housing Administration loan which is not eligible for HMP as contemplated under the Administrative Order issued by the Supreme Court of South Carolina on May 22, 2009.
5. Some lien on or interest in the real estate, the subject of this action, may be claimed by the Defendant(s) herein.
6. The Defendant(s) herein described as judgment creditors have by filing said judgments designated their attorney entering the judgment as their agent for service of process under the

provisions of South Carolina Code Section 15-35-840.

7. Heretofore, on or about June 27, 2014, Ronnell Demar Walker made, executed and delivered a certain Fixed Rate Note ("Note") in the principal sum of \$188,522.00, payable in monthly installments.

8. In order to secure the payment of the Note according to the terms and conditions thereof, Ronnell Demar Walker made, executed and delivered unto Mortgage Electronic Registration Systems, Inc., as nominee for PrimeLending, A PlainsCapital Company, its successors and assigns a certain real estate mortgage ("Mortgage") covering the following described property and any and all improvements to the property, including but not limited to a mobile/manufactured home:

All that certain piece, parcel or lot of land, with any improvements thereon, situate, lying and being in the County of Berkeley, State of South Carolina, and known and designated as Lot 13, Phase I, on a plat by Harold J. Willson, Surveyor, dated April 9, 1985, entitled "Phase I of Dovewood Subdivision, South Pointe Development Owned by Finucan Peters Development, Inc., located in the Town of Summerville, Dorchester County, South Carolina", recorded in the Office of the Clerk of Court for Dorchester County, in Plat Cabinet E, Slide 164, and recorded in the RMC Office for Berkeley County in Plat Cabinet F, Page 66; said lot having such location, butting, bounding and measurements as will by reference to said plat more fully appear.

This being the same property conveyed to Ronnell D. Walker by deed Fannie Mae a/k/a Federal National Mortgage Association, dated June 27, 2014 and recorded July 3, 2014 in Book 10838 at Page 41 in the Office of the Register of Deeds for Berkeley County.

Property Address: 412 Eastover Circle
Summerville, SC 29483

TMS# 2320701013

9. The Mortgage was signed, witnessed and probated June 27, 2014; thereafter the Mortgage was recorded in the Office of the RMC/ROD for Berkeley County on July 3, 2014, in Mortgage Book 10838 at Page 47. This Mortgage was assigned to PrimeLending, A PlainsCapital Company by assignment dated April 2, 2015 and recorded April 8, 2015 in Book 11310 at Page 74.

10. The Mortgage evidences and secures the repayment of money advanced by Plaintiff or its predecessor in interest to, or on behalf of, the mortgagor(s) and constitutes a lien on the mortgaged premises.

11. After all payments received by the Plaintiff have been credited to the subject loan, the loan is in default and due for November 1, 2014, and the conditions of the Note and Mortgage have been broken. Plaintiff elects to and does declare the entire balance of said indebtedness due and payable, and that there is due on the Note and Mortgage as of November 1, 2014, the principal sum of \$187,740.05, with interest from October 1, 2014, advances, late charges, and also for the costs and disbursements of this action, including attorney's fees.

12. Plaintiff's right to a personal or deficiency judgment pursuant to South Carolina Code Sections 29-3-650 and 29-3-660 is expressly waived.

13. Pursuant to the terms of the Mortgage, Plaintiff has employed counsel to prosecute this action and a reasonable value of services of counsel in this action is the sum as the Court may find appropriate.

14. Plaintiff may be forced to pay sums for taxes and insurance and costs for securing the property, which sums, according to the terms of the Mortgage, should be added to the amount of the debt.

15. Pursuant to the terms of the Mortgage and applicable state law, Plaintiff requests the mortgage be foreclosed and that the property be sold at public auction in accordance with law, subject to any liens for taxes, special assessments of record against such property, and existing easements or restrictions of record.

16. The hereinafter named Defendant(s) may have some interest in or lien upon the premises covered by the Mortgage set forth above, or some part thereof, but that such interests or liens are junior and subsequent to the lien of Plaintiff's Mortgage or, if specified below, have been paid in full and either should be satisfied of record or the lien released from the subject real estate. Said liens or interests are of record in the Office of the RMC or Clerk of Court of the aforesaid county and are described as follows:

A. South Pointe Homeowners Association by virtue of any lien enforceable assessments claimed as provided for in the Declaration of Covenants, Conditions, and Restrictions recorded herein, and any amendments thereto. Also including any other liens they may have.

WHEREFORE, having fully set forth its Complaint, Plaintiff prays that this Honorable Court inquire into the matters as set forth herein and:

(1) Under the direction of this Court, ascertain and determine the amount due upon the Note and Mortgage held by Plaintiff together with attorney's fees and costs of this action.

(2) Declare Plaintiff's Mortgage a lien and render judgment of foreclosure for the amount so found to be due and owing thereon, together with any ad valorem taxes, or insurance premiums, and any other expenses which may be due and have been advanced by Plaintiff, with reasonable attorney's fees, and for the costs of this action.

(3) Order the reimbursement of all costs for inspecting and securing the property incurred by the Plaintiff as a result of the delinquency.

(4) Appoint a Receiver to collect the rents, issues, profits or designated sums from the mortgagor(s), and/or the grantee(s) of the mortgagor(s), and/or tenant(s) occupying or exercising control over the mortgaged premises and hold the same subject to the further order of this

Court.

(5) Under the direction of this Court, sell the mortgaged premises, bar any equity of redemption, and apply the proceeds of sale as follows:


First, to the costs and expenses of the within action and sale;

Second, to the payment and discharge of the amount due on Plaintiff's Note and Mortgage, together with attorney's fees as aforesaid; and

Third, to the distribution of any surplus pursuant to Rule 71, of the South Carolina Rules of Civil Procedure.

(6) Issue an order directing the Sheriff of Berkeley County, South Carolina, to place the successful purchaser at said foreclosure sale in possession of the property should the same become necessary;

(7) Order such other and further relief as may be just and proper.



Rogers Townsend & Thomas, PC
ATTORNEYS FOR PLAINTIFF
Robert P. Davis (SC Bar #74030) Andrew W. Montgomery (SC Bar #79893)
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