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FORM 4

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

JUDGMENT IN A CIVIL CASE

SC Court of Appeals

CASE NO. 2015-CP-08-00965

PrimeLending, A PlainsCapital Company

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

PLAINTIFF(S)

DEFENDANT(S)

<p>Submitted by: Erica G. Lybrand (SC Bar # 79052) Rogers Townsend & Thomas, PC 1221 Main Street, 14th Floor Post Office Box 100200(29202) Columbia, SC 29201 (803) 744-4444 (803) 343-7013 - Fax info@rti-law.com</p>	<p>Attorney for: <input checked="" type="checkbox"/> Plaintiff <input type="checkbox"/> Defendant or <input type="checkbox"/> Self-Represented Litigant</p>
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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.** See Page 2/3 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 _____

FILED
CLERK OF COURT
BERKELEY COUNTY, S.C.

18 OCT 18 PM 1:57

FILED

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		

ME

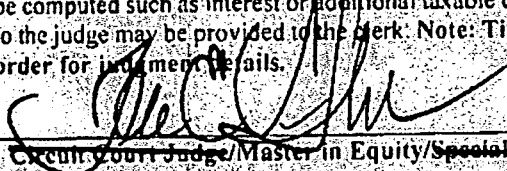
DW

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.

TMS# 2320701013

412 Eastover Circle
 Summerville, SC 29483

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.


 _____ Judge Code _____ Date 10/18/16
 3079
 Clerk of Court Judge/Master in Equity/Special Referee

For Clerk of Court Office Use Only

This judgment was entered on the _____ day of _____, 20____ and a copy mailed first class or placed in the appropriate attorney's box on this _____ day of _____, 20____ to attorneys of record or to parties (when appearing pro se) as follows:

Erica G. Lybrand
Rogers Townsend & Thomas, PC
P.O. Box 100200
Columbia, SC 29202-3400
ATTORNEY(S) FOR THE PLAINTIFF(S)
 506951-00925 EL1

ATTORNEY(S) FOR THE DEFENDANT(S)

CLERK OF COURT

Ronnell Demar Walker a/k/a Ronnell D. Walker
 Ronnell Walker a/k/a Ronnell Demar Bey
 412 Eastover Circle
 Summerville, SC 29483

South Pointe Homeowners Association
 C/O Bob Sideikas 303 Fox Squirrel Run,
 Summerville, SC 29483

Court Reporter:

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).

(506951-00925 EL1)

Erica G. Lybrand, Esquire
Attorney for the Plaintiff

Ronnell Demar Walker a/k/a
Ronnell D. Walker a/k/a
Ronnell Demar Bey
Pro Se Defendant

IN THE COURT OF COMMON PLEAS

DOCKET NO. 2015-CP-08-00965

JUDGMENT OF FORECLOSURE AND
SALE

Deficiency Judgment Waived

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NOV 14 2016

SC Court of Appeals

MARY P. BROWN
CLERK OF COURT
BERKELEY COUNTY, S.C.

16 OCT 18 PM 1:57

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A hearing was held October 13, 2016 at 9:30 A.M. Evidence was presented, which is reported herewith, and from the evidence, I find and conclude as follows:

FINDINGS OF FACT AND CONCLUSIONS OF LAW:

1. The Lis Pendens was filed on April 17, 2015.
2. The Summons and Complaint were filed on April 17, 2015.
3. Service was made upon all Defendants as shown by the proofs of service filed herein.
4. Defendants Ronnell Demar Walker a/k/a Ronnell D. Walker a/k/a Ronnell Demar Bey (Walker), South Pointe Homeowners Association, are in default.
5. Defendant Ronnell Demar Walker a/k/a Ronnell D. Walker a/k/a Ronnell Demar Bey (Walker) is not in the Military Service of the United States of America, as contemplated under The Servicemembers Civil Relief Act, 50 U.S.C. 3901 et. seq. as shown by affidavit, certificate or order filed herein.
6. Defendant raised various issues and made Motions to Dismiss, Motions to Compel and participated at trial.

7. Pursuant to the South Carolina Supreme Court Administrative Order 2009-05-22-01 dated May 22, 2009, the Plaintiff set forth its belief in its Complaint or by Affidavit, which is already of record in this case, that the mortgage loan which is the subject of this foreclosure action is not eligible for modification pursuant to the terms of the Home Affordable Modification Program (HMP). Defendant provided no evidence to the contrary.

8. Attorney for the Plaintiff has fully complied with the South Carolina Supreme Court Administrative Order 2011-05-02-01 dated May 2, 2011.

9. All Defendants and all attorneys of record were notified of the time, date, and place of the hearing by letter and certificate of mailing of record herein.

10. Defendant Walker for value received, made, executed and delivered a Fixed Rate Note dated June 27, 2014 promising thereby to pay to Plaintiff or its predecessor the sum of \$188,522.00 with interest at 4.25% per annum. Other terms and conditions are stated in the Fixed Rate Note, of record herein.

11. To better secure the payment of the Fixed Rate Note described above, Defendant Walker made, executed, and delivered to Mortgage Electronic Registration Systems, Inc., as nominee for PrimeLending, A PlainsCapital Company, its successors and assigns a certain real estate Mortgage in writing, dated June 27, 2014 covering real property in Berkeley County, which is the same as that described in the Complaint. This Mortgage was filed on July 3, 2014, and is of record in the Office of RMC/ROD in 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 servicer of the loan is Cenlar F.S.B.

12. The sum of \$10,972.19 is a reasonable fee to allow Plaintiff's counsel for services performed and anticipated to be performed until final adjudication of this action, under the terms of the Fixed Rate Note and Mortgage. This fee is likewise reasonable based on the time necessarily devoted to representation of Plaintiff during the several month course of these proceedings. The services of counsel performed for Plaintiff, which include the number and types of pleadings and documents prepared, the incumbent liabilities, and the difficulties involved in this particular case also support the fee awarded. The fee is also reasonable given the professional standing of Plaintiff's counsel and their experience in handling foreclosure matters. The fee awarded herein is also reasonable in light of the fees customarily awarded by this court for similar services in this locality. Moreover, the efforts of Plaintiff's counsel have had the beneficial result of a prompt foreclosure of the Mortgage. Services anticipated to be performed until final adjudication contemplate completion of this matter within a reasonable time and does not include exceptional circumstances delaying conclusion beyond the normal time. Defendant Walker did not object to the amount of the costs or fees, but merely objected that since there was no loan or default of the loan there was no basis for an award.

13. Defendant Walker objected to the servicer's representative's testimony regarding loan documents, payment history and accounting. The loan documents (Note, Mortgage, payment history, accounting) were admitted over the objections as properly authenticated business records. Further, Plaintiff's witness was properly qualified as a corporate representative of the loan servicer to allow testimony concerning records or compilation of records kept in the ordinary course of business. According to Plaintiff's records and accounting, after all payments received by Plaintiff have been credited to the subject loan, the amount due and owing on the Fixed Rate Note, with interest at the rate provided in the Fixed Rate Note, advances made by Plaintiff, and other costs and expenses of the action, including a reasonable attorney fee, all secured by the Fixed Rate Note and Mortgage, is as follows:

Principal	\$187,740.05
Interest from October 1, 2014, through October 1, 2016 at a rate of 4.25%	\$15,957.84
Interest from October 2, 2016 through November 1, 2016 at a rate of 4.25% (Monthly interest-FHA Loan)	\$664.91
Escrow Advances	\$12,816.54
Corporate Advance Balance (Less Attorney's Fees and Costs)	\$440.00
Attorney Fees and Costs <ul style="list-style-type: none"> • Foreclosure Flat Rate Fees ... \$1,330.00 • Litigation Hourly Fees ... \$8,015.00 (58.70 hours) • Costs ... \$1,627.19 	\$10,972.19
Total Debt Secured by the Note and Mortgage	\$228,591.53

14. I find that Defendant Walker is in default of the terms of the Note and Mortgage referenced herein for non-payment of the amounts set forth above.

15. I find that interest shall accrue to the above stated "Total Debt" after the date of judgment at the rate of 4.25% per annum (pursuant to the terms of the Fixed Rate Note and Mortgage). Accrued interest shall be added to the "Total Debt" and shall comprise the amount of the Plaintiff's debt secured by the Mortgage through the date to which such interest is computed.

16. Plaintiff is seeking the usual foreclosure of the Mortgage and has expressly waived the right to a personal or deficiency judgment.

17. The following Defendant may claim a subordinate lien upon or subordinate legal interest in the subject property and in the event there is a surplus from the sale of the subject property, this Defendant may present through any such lien or legal interest a claim to the surplus at a hearing subsequent to the sale, in accordance with Rule 71(c) South Carolina Rules of Civil Procedure. The said Defendant is 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 and any amendments thereto. Also including any other liens they may have.

IT IS THEREFORE ORDERED:

1. Plaintiff has fully complied with The South Carolina Supreme Court Administrative Orders 2009-05-22-01 dated May 22, 2009 and 2011-05-02-01 dated May 2, 2011, and the foreclosure action may proceed.

2. There is due on the Fixed Rate Note and Mortgage set forth in the Complaint the sum of \$228,591.53, as set out in the Findings of Fact *supra*, together with interest at the rate provided therein on the balance of principal from the date aforesaid to the date hereof.

3. The amount due in the preceding paragraph (the "Final Total Debt" as set out in the Findings of Fact *supra*) shall accrue interest at the rate of 4.25% per annum and together with such interest shall constitute the total judgment debt due Plaintiff.

4. The amount of the judgment shall be subject to increase to permit Plaintiff to recover additional costs, commissions, and expenses not included in the minimum deposit previously made in compliance with S.C. Code Ann. §14-11-310 (1976). It may also increase to include supplemental compensation for attorneys' services not contemplated by the initial fee award. Jurisdiction over the fee award and total debt is reserved to facilitate the assessment and payment of any such costs or supplemental compensation. Such additional costs, commissions and expenses may be established by affidavit and shall be adjudicated by the court without further hearing.

5. Defendant Walker is liable for the aforesaid judgment debt of the Fixed Rate Note and Mortgage including interest at the rate of 4.25% per annum and shall pay on or before the date of sale of the property hereinafter described, to Plaintiff or Plaintiff's attorney the amount of Plaintiff's debt as aforesaid, including with the costs and disbursements of this action.

6. On default of payment at or before the time of the sale of the property, the mortgaged property described hereinafter shall be sold by the below signed Master in Equity or Special Referee or other court-appointed or designated agent or auctioneer at public auction at the Berkeley County Courthouse, in the City of Moncks Corner, and State of South Carolina on a sales day determined by the below signed Master in Equity or Special Referee, on the following terms:

- a. For cash or its equivalent: An immediate deposit of 5% is required on the amount of the bid. The deposit will be applied to the purchase price when total compliance is made. In the event compliance is not made, the deposit shall be forfeited without further hearing and applied first to costs and expense of the action and then to plaintiff's debt. Should the successful bidder at the regularly conducted sale fail or refuse either to make the required deposit at time of bid or to comply with the other terms of the bid within 30 days, then the property may be re-sold on the same terms and conditions on the same or some subsequent sales day and at the risk of the defaulting bidder.

- b. Interest on the balance of the bid after the deposit is applied shall be paid through the day of compliance at the Note rate of 4.25%.
 - c. The sale shall be subject to taxes and assessments, existing easements and restrictions, and any other senior encumbrances.
 - d. Purchaser shall pay for any statutory commission on sale from the proceeds of the final bid amount.
 - e. Purchaser shall pay for deed preparation, costs of recording the deed, and transfer taxes on the deed.
 - f. Purchaser shall be entitled to possession of the premises only after Purchaser fully complies with the bid amount and a deed is issued by the Master in Equity or Special Referee.
7. A personal or deficiency judgment having been waived, the bidding will not remain open after the date of sale and compliance with the bid may be made immediately.
8. Plaintiff may waive any of its rights, in accordance with Rule 71, of the South Carolina Rules of Civil Procedure, prior to sale.
9. The Master in Equity will give notice of the time and place of the sale by advertisement according to law and the terms thereof by advertisement according to law and will execute to the Purchaser a deed to the property sold. Plaintiff or any other party to this action may become a purchaser at such sale. If, upon such sale being made, the Purchaser should fail to comply with the terms thereof within 30 days after date of sale, 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.
10. In the event an agent of 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 same 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.
11. If Plaintiff is the successful bidder at the said sale for a sum not exceeding the amount of costs and expenses of the sale, plus 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.
12. The Master in Equity will apply the proceeds of the sale as follows:
- FIRST: To the payment of the permitted costs, charges, and expenses of this action, including any attorney fee awarded under this or any other Order of this Court;
- NEXT: To the payment to Plaintiff or Plaintiff's attorney of the amount of Plaintiff's debt and interest or so much thereof as the purchase money will pay on the same; and the Plaintiff's attorney shall receive and disburse such funds only in absolute compliance with Plaintiff's principal, interest allowable

advances, and related calculations of this Court, including the Court's award for attorney fees, court permitted charges and taxable costs pursuant to Rules 54 and 71 of the South Carolina Rules of Civil Procedure and the terms of the Note and Mortgage;

NEXT: Any surplus will be held pending further Order of the Court as provided for in the South Carolina Rules of Civil Procedure, particularly Rule 71(c) of the South Carolina Rules of Civil Procedure.

13. In the event the successful bidder is someone other than the Defendant(s) in possession of the subject property, the Sheriff of Berkeley County upon issuance of a Writ of Assistance is ordered and directed to eject and remove from the property the occupant(s) of the property sold, together with all personal property located thereon, and put the successful bidder or his assigns in full, quiet, and peaceable possession of said property without delay, and to keep said successful bidder or his assigns in such peaceable possession. All valid tenant rights shall be protected pursuant to the Protecting Tenants at Foreclosure Act of 2009.

14. IT IS FURTHER ORDERED, ADJUDGED AND DECREED that in the event the successful bidder is other than the Defendant in possession herein, the Sheriff, upon receipt of a Writ of Assistance or other order of ejectment, is authorized 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 full, quiet and peaceable possession of said premises without delay, and to keep said successful bidder or his assigns in such peaceable possession.

15. The Defendant(s) named herein, and all persons whatsoever claiming under Defendant(s), are forever barred and foreclosed of all right, title, interest, equity of redemption or lien in the said mortgaged property so sold, or any part thereof.

16. In accordance with Rule 77(d), of the South Carolina Rules of Civil Procedure, the Clerk of Court shall serve a notice of entry of this Judgment of Foreclosure upon all parties not in default for failure to appear in this action.

17. The deed of conveyance made pursuant to the foreclosure sale shall contain the names of only the first-named Plaintiff and the first-named Defendant(s), and the Defendant(s) who was/were the titleholder(s) of the mortgaged property at the time of the filing of the notice of pendency of the within action, and the name of the grantee. The Register of Deeds/Clerk of Court is authorized to omit from the indices pertaining to such conveyance the names of all parties not contained in said deed.

18. 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.

19. The following is a description of the property herein ordered to be sold:

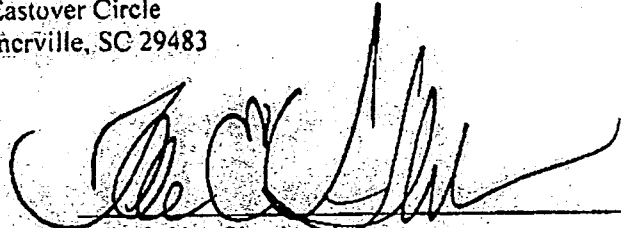
All that certain piece, parcel or lot of land, with any improvements thereon, situate, lying and being in the County of Berkeley, State of South Carolina, and known and designated as Lot 13, Phase I, on a plat by Harold J. Willson, Surveyor, dated April 9, 1985, entitled

"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



Dale E. Van Slambrook
Berkeley County Master in Equity

10/18, 2016
Moncks Corner, South Carolina

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SC Court of Appeals

NOTICE OF SALE

BY VIRTUE of a decree heretofore granted in the case of: PrimeLending, A PlainsCapital Company vs. Ronnell Demar Walker a/k/a Ronnell D. Walker; South Pointe Homeowners Association; , C/A No. 15-CP-08-00965, the following property will be sold on December 7, 2016, at 11:00 AM at the Berkeley County Courthouse to the highest bidder:

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 said plat more fully appear.

Derivation: Book 10838 at Page 41
412 Eastover Circle, Summerville, SC 29483

TMS# 2320701013

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CLERK OF COURT
BERKELEY COUNTY, SC

SUBJECT TO ASSESSMENTS, BERKELEY AD VALOREM TAXES, EASEMENTS AND/OR, RESTRICTIONS OF RECORD, AND OTHER SENIOR ENCUMBRANCES.

TERMS OF SALE: A 5% deposit in certified funds is required. The deposit will be applied towards the purchase price unless the bidder defaults, in which case the deposit will be forfeited. If the successful bidder fails, or refuses, to make the required deposit on the day of sale or fails or refuses to comply with the bid within 30 days, then the property will be resold at the bidder's risk. No personal or deficiency judgment being demanded, the bidding will not remain open after the date of sale, but compliance with the bid may be made immediately. The successful bidder will be required to pay interest on the balance of the bid after the deposit is applied from date of sale to date of compliance with the bid at the rate of 4.25% per annum. For complete terms of sale, see Judgment of Foreclosure and Sale filed with the Berkeley County Clerk of Court at C/A #2015-CP-08-00965.

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 prior to the foreclosure sale date.

Dale E. Van Stambrook
Master in Equity for
Berkeley County

John J. Hearn, Esq.
Attorney for Plaintiff
P.O. Box 100200
Columbia, SC 29202-3200
(803) 744-4444
006951-00925
Website: www.rtt-law.com (see link to Resources/Foreclosure Sales)