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FORM 4

STATE OF SOUTH CAROLINA
COUNTY OF SPARTANBURG

JUDGMENT IN A CIVIL CASE
S.C. SUPREME COURT
C/A NO: 2016-CP-42-02422

Fifth Third Mortgage Company ,
PLAINTIFF,

Tracy L Liggett, South Carolina Department of
Motor Vehicles
DEFENDANT(S).

Submitted by: Hutchens Law Firm	Attorney for : <input checked="" type="checkbox"/> Plaintiff <input type="checkbox"/> Defendant or <input type="checkbox"/> Self-Represented Litigant
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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.

ACTION DISMISSED (CIRCLE REASON): Rule 12(b), SCRCP; Rule 41(a), SCRCP (Vol. Nonsuit); Rule 43(k), SCRCP (Settled); Other _____

ACTION STRICKEN (CIRCLE REASON): Rule 40(j), SCRCP; Bankruptcy; Binding arbitration, subject to right to restore to confirm, vacate or modify arbitration award; Other _____

DISPOSITION OF APPEAL TO THE CIRCUIT COURT (CIRCLE APPLICABLE): 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 : Foreclosure Action

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Firm Case No.: 1186155 (JFCS.CAE)

SC Court of Appeals

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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)
Fifth Third Mortgage Company	Tracy Liggett	\$ N/A
		\$
		\$
If applicable, describe the property, including tax map information and address, referenced in the order. Property Address: 225 Perry Road, Greer, SC 29651 TMS# 4-05-00-013.01 (land)		

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 _____
 GORDON G. COOPER, Master in Equity

For Clerk of Court Office Use Only

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

Hutchens Law Firm
 P.O. Box 8237
 Columbia, SC 29202
ATTORNEY FOR THE PLAINTIFF

SPARTANBURG CLERK OF COURT

Court Reporter: _____

FORM 4 ATTACHMENT

Tracy L. Liggett
225 Perry Road
Greer, SC 29651

South Carolina Department of Motor Vehicles
c/o Frank L. Valenta, Jr. - General Counsel
P.O. Box 1498
Blythewood, SC 29016

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1186155 (JFCS.CAE)

STATE OF SOUTH CAROLINA
COUNTY OF SPARTANBURG

IN THE COURT OF COMMON PLEAS

Fifth Third Mortgage Company ,
PLAINTIFF,
vs.
Tracy L. Liggett; South Carolina Department
of Motor Vehicles
DEFENDANT(S)

MASTER'S ORDER AND JUDGMENT OF
FORECLOSURE AND SALE
(NON-JURY MORTGAGE FORECLOSURE)

C/A NO: 2016-CP-42-02422

DEFICIENCY WAIVED

TO:
Hutchens Law Firm
Attorney for Plaintiff

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Frank L. Valenta, Jr., Esquire
Attorney for South Carolina Department of Motor Vehicles

S.C. SUPREME COURT

Tracy L. Liggett
Pro Se Defendant

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 the case. Pursuant to the said Order of Reference a hearing was held, attended by the attorneys of record, the testimony was taken, which is reported herewith, and from the testimony and evidence, I find conclude and order as follows:

PROCEDURAL HISTORY

1. The Lis Pendens was filed on June 30, 2016.
2. The Summons and Complaint were filed on June 30, 2016.
3. Service was made upon the Defendant(s) named in this Order as is shown by the Proof(s) of Service filed herein.
4. The Defendant(s) and/or all attorneys of record were notified of the time, date, and place of the hearing in this matter.
5. According to the Affidavit filed herein, no Defendant in default is in the Military Service of the United States of America, as contemplated under the Service members Civil Relief Act, and any amendments thereto.

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6. The loan is no longer subject to the Supreme Court of South Carolina's Administrative Order 2011-05-02-01 because the Mortgagor(s) have been served with the required notice of rights, and more than 30 days have elapsed since service upon the Mortgagor(s), and, the Mortgagor(s) have failed, refused, or voluntarily elected not to participate in any foreclosure intervention process.

FINDINGS OF FACT

1. For value received, Tracy L. Liggett made, executed and delivered a Note dated October 6, 2015, promising thereby to pay to the order of Fifth Third Mortgage Company the sum of Seventy-Seven Thousand One Hundred Sixty-Nine Dollars and No Cents (\$77,169.00) with interest at 3.625 percent per annum. Other terms and conditions are stated in the Note, which is of record herein.

2. To better secure the payment of the Note described above, the said Tracy L. Liggett made, executed and delivered to Fifth Third Mortgage Company a mortgage in writing, dated October 6, 2015, covering real property in Spartanburg County, which is the same as that described in the Complaint. The mortgage was filed on January 6, 2016, and is of record in the Office of the Register of Deeds for Spartanburg County in Mortgage Book 5061 at page 610.

3. The above referenced instrument constitutes a first lien priority mortgage.

4. Payment due on the Note has 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 the attorney herein for collection.

5. I find that since the inception of this action, plaintiff's attorney has assumed responsibility for the institution of this action and has searched and updated the title on the subject property from the date the current owner received the property or the date the mortgage was executed to the date of the filing of the Lis Pendens.

The Firm has been responsible for the preparation of the following pleadings.

1. Notice of Foreclosure Intervention
2. Lis Pendens
3. Summons and Complaint
4. Affidavit of Default

5. Order of Reference
6. Notice of Hearing
7. Proposed Master's Order and Judgment of Foreclosure and Sale
8. Notice of Sale
9. Record of Hearing
10. Other documents as applicable pertaining to service, foreclosure intervention and prosecution of the action.

Additionally, the Firm has arranged for service of process on the Defendant(s), and has scheduled and attended the hearing in the matter, has provided reinstatement/payoff figures to the primary Defendant(s), if requested, and has had telephone conversations with the Defendant(s), if requested. Future duties include forwarding copies of the Master's Order and Judgment of Foreclosure and Sale to the Defendant(s), advising the Defendant(s) of the date that the property will be sold, arranging and coordinating the amount to be bid by Plaintiff, representation of Plaintiff at sale and preparation of after sale documentation as required. In light of the potential liabilities inherent in a foreclosure matter, the attendant responsibilities and the outcome obtained for the Plaintiff, I find that the contractual attorneys' fees in the amount of Two Thousand Two Hundred Seventy-Five Dollars and No Cents (\$2,275.00) are reasonable.

6. 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 attorneys' fees, secured by the Note and Mortgage, is as follows:

(a)	Total Principal due as of January 1, 2016	\$ 76,205.87
(b)	Interest from December 1, 2015 through December 1, 2016 @ 3.625%	\$ 2,532.31
(c)	Escrow adjustments (debits or credits)	\$ 175.26
(d)	Late Charges	\$ 139.10
(e)	Property Inspections	\$ 120.00
(f)	Foreclosure Costs	\$ 610.27
(g)	Attorney Fees	\$ 2,275.00
	TOTAL DEBT	\$ 82,057.81

Interest for the period from the date shown in (b) above, through the date of this Judgment at the 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 Three and 625/1000 (3.625%) 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.

7. The manufactured home described as a 2000 Dynasty Mobile Home, Serial # H851154GL&R has been affixed to the real property described herein and that certain Manufactured Home Affidavit For Retirement of Title Certificate dated October 6, 2015 was recorded May 5, 2016 in the Register of Deeds Office for Spartanburg County, South Carolina in Book 112-B at Page 277.

8. The records of the South Carolina Department of Motor Vehicles has been searched for 2000 Dynasty Mobile Home, Serial # H851154GL&R; however, the Certificate of Title for the mobile/manufactured home has not been detitled/retired with said agency.

9. That the Plaintiff specifically waives its rights to a deficiency judgment in the event the sale of the real estate herein does not yield a sum sufficient to satisfy all indebtedness due to the Plaintiff, including costs and attorney fees.

10. Since a personal or deficiency judgment is being waived, the bidding will not remain open but compliance with the bid may be made immediately.

11. That the servicer is participating in the Home Affordable Modification Program (HAMP). The loan is not subject to HAMP because the loan was originated after January 1, 2009.

CONCLUSION OF LAW

I, therefore, conclude as follows:

1. The Plaintiff should have judgment of foreclosure of the mortgage and the mortgaged property should be ordered sold at public auction after due advertisement.

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED:

1. There is due to the Plaintiff on the obligation and mortgage set forth in the Complaint the sum of Eighty-Two Thousand Fifty-Seven Dollars and 81/100 Dollars

(\$82,057.81) representing the "Total Debt" due Plaintiff as set forth supra, together with interest at the rate provided therein on the balance of principal from the date aforesaid to the date hereof.

2. The amount due in the preceding paragraph (the "Total Debt" as set forth supra and later accrued interest on the principal) shall constitute the total judgment debt due the Plaintiff and shall bear interest hereafter at the rate of 3.625% percent per annum.

3. That the Defendants liable for the aforesaid mortgage debt 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.

4. 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 Master in Equity at public auction at the County Court House in Spartanburg County, South Carolina, on some convenient sales day hereafter, on the following terms, that is to say:

A. FOR CASH: The Master in Equity will require a deposit of Five percent (5%) on the amount of the bid (in cash or equivalent) at the time of the sale, same to be applied on the purchase price only upon compliance with the bid, but in case of non-compliance within Twenty (20) days same to be forfeited and applied to the costs and Plaintiff's debt.

B. Interest on the balance of the bid shall be paid to the day of compliance at the rate of 3.625% percent.

C. The sale shall be subject to taxes and assessments, existing easements and easements and restrictions of record.

D. The above referenced instrument constitutes a first lien priority mortgage.

E. The Purchaser is to pay for the deed preparation, for Deed Stamps and costs of recording the Deed.

F. If the successful bidder is a third party other than the Plaintiff, interest on the balance of the bid shall be paid to the date of compliance at the rate listed in the figures above.

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

6. 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.

7. That the Master in Equity 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 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.

8. That the Master in Equity will apply the proceeds of the sale as follows:

FIRST: To 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, so much thereof as the purchase money will pay on the same.

NEXT: Any surplus will be held pending further order of the court.

9. It is further ORDERED, ADJUDGED AND DECREED that in the event the successful bidder to whom the deed of conveyance has been issued subsequent to the sale is other than the Defendants in possession herein, the Sheriff of Spartanburg County is ordered and directed to eject and remove from the premises the occupants of the property sold, together with all personal property located thereon, and put the successful bidder to whom the deed of conveyance has been issued 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.

10. And it is further ORDERED, ADJUDGED AND DECREED that each Defendant and all persons whomsoever claiming under him, her or them, 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.

11. And it is further ORDERED, ADJUDGED AND DECREED that any prior lien that has been paid in full is hereby satisfied and canceled of record.

12. And it is further ORDERED that the Court authorize the South Carolina

Department of Motor Vehicles to register the mobile home if necessary and issue a Certificate of Title free of liens on the mobile home listed in the legal description to the successful bidder at the foreclosure sale.

13. IT IS FURTHER ORDERED that the Deed of conveyance made pursuant to said sale shall contain the names of only the first named Plaintiff and the first named Defendant and the Defendant who was the titleholder of the mortgaged property at the time of filing of the Notice of Pendency of the within action, and the name of the Grantee, and the Master in Equity is authorized to omit from the indices pertaining to such conveyance the names of all parties not contained in said Deed.

14. The Master in Equity will retain jurisdiction to do all necessary acts incident to this foreclosure including, but not limited to, the issuance of a Writ of Assistance.

15. Upon issuance of a Master in Equity's Report on Sale and Disbursements, the Register of Deeds is directed to release of record the mortgage lien being foreclosed, which mortgage lien is described as follows:

That Mortgage originally given to Fifth Third Mortgage Company by Tracy L. Liggett, dated October 6, 2015 and recorded January 6, 2016, in Mortgage Book 5061 at page 610 .

16. The following is a description of the premises herein ordered to be sold:

ALL THAT CERTAIN piece, parcel or lot of land, lying and being situate in the State of South Carolina, County of Spartanburg, being shown and designated as Lot 47, containing 0.60 acres, more or less, being shown and designated on a survey for Foxbriar, Phase II, prepared by Freeland and Associates, Professional Land Surveying, dated February 01, 1999 and recorded in the Register of Deeds Office for Spartanburg County in Plat Book 146 at Page 706. For a more complete and accurate description refer to the above referenced plat.

TOGETHER with a 2000 Dynasty Mobile Home, Serial # H851154GL&R located thereon.

THIS BEING the same property conveyed to Tracy L. Liggett by virtue of a Deed from Jackie D. Pearson dated January 18, 2008 and recorded January 25, 2008 in Book 90 N at Page 244 in the Office of the Register of Deeds for Spartanburg County, South Carolina.

225 Perry Road
Greer, SC 29651
TMS# 4-05-00-013.01 (land)
TMS# 4-05-00-013.01-0801034 (mobile home)

16. IT IS FURTHER ORDERED that if the Plaintiff or the Plaintiff's representative

does not appear at the scheduled sale of the above-described property, then the sale of the property will be null, void and of no force and effect. In such event, the sale will be rescheduled for the next available sales day.

Gordon G. Cooper
Master in Equity for Spartanburg County

Spartanburg, South Carolina
_____, 2016.

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S.C. SUPREME COURT



Spartanburg Common Pleas

Case Caption: Fifth Third Mortgage Company VS Tracy L Liggett , defendant, et al
Case Number: 2016CP4202422
Type: Master/Order/Foreclosure & Sale and Form 4

It is So Ordered

s/Judge Gordon G Cooper-3065

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