

ROGERS TOWNSEND
ATTORNEYS AT LAW

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DEFAULT SERVICES DEPARTMENT

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February 22, 2017

Sharon A. Bingley
8824 Jenny Lind St
Charleston, SC 29406-8917

Stacey B. Williams
2376 Tulane Rd
Charleston, SC 29406

Sherry B. Crummey
8421 Dorchester Road, Suite 109
North Charleston, SC 29420-7386

James Bingley, Jr.
101 Trickle Drive
Summerville, South Carolina 29483

Kelley Y. Woody
P.O. Box 6432
Columbia, SC 29260

Guardian for Any Heirs-At-Law or Devisees of Janie S. Bingley, Deceased, their heirs, Personal Representatives, Administrators, Successors and Assigns, and all other persons entitled to claim through them; all unknown persons with any right, title or interest in the real estate described 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

Kelley Y. Woody
P.O. Box 6432
Columbia, SC 29260

Guardian for Any Heirs-At-Law or Devisees of James Bingley, Deceased, their heirs, Personal Representatives, Administrators, Successors and Assigns, and all other persons entitled to claim through them; all unknown persons with any right, title or interest in the real estate described 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

George Conits
U.S. Attorney's Office
55 Beattie Place, Suite 700
Greenville, SC 29601

Attorney for The United States of America acting by and through its agency The Department of Housing and Urban Development

RECEIVED

MAR 10 2017

SC Court of Appeals

Concord West of the Ashley Homeowners' Association
1340 Ben Sawyer Blvd Ste G
Mount Pleasant, SC 29464

Re: Wells Fargo Bank, N.A. vs. Janie & James Bingley
Case No. 15-CP-10-06521; Charleston County
Our File No. 013263-07655

Dear Sir/Madam:

Please be advised that on August 16, 2016 a hearing was held and Judgment of Foreclosure and Sale was entered in the above referenced foreclosure action. This Judgment was filed on September 9, 2016. Please note that the foreclosure sale has been scheduled for either March 7, 2017 or some subsequent sales day. If the currently scheduled foreclosure sale is postponed for any reason, please contact our office at 803-744-4444 to find out the status of the case and/or the next scheduled foreclosure sale date.

For further clarification, please check with the county Clerk of Court to view the original documents or to obtain any copies.

Default Services Section

Enclosed: Form 4

This firm collects debts for mortgage lenders and other creditors. Any information obtained will be used for that purpose. However, if you are in bankruptcy or have received a bankruptcy discharge of this debt, this communication is not an attempt to collect the debt but is only notice of possible enforcement of the lien against the collateral property.

STATE OF SOUTH CAROLINA

COUNTY OF CHARLESTON

Wells Fargo Bank, N.A. ,

Plaintiff,

v.

Sharon A. Bingley; Stacey B. Williams; Sherry B. Crumme; James Bingley, Jr.; Any Heirs-At-Law or Devises of Janie S. Bingley, Deceased, their heirs, Personal Representatives, Administrators, Successors and Assigns, and all other persons entitled to claim through them; all unknown persons with any right, title or interest in the real estate described 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; Any Heirs-At-Law or Devises of James Bingley, Deceased, their heirs, Personal Representatives, Administrators, Successors and Assigns, and all other persons entitled to claim through them; all unknown persons with any right, title or interest in the real estate described 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; The United States of America acting by and through its agency The Department of Housing and Urban Development; Concord West of the Ashley Homeowners' Association;

Defendant(s).

(013263-07655)

John J. Hearn, Esquire
Attorney for the Plaintiff

Kelley Y. Woody
Guardian ad Litem and/or Attorney pursuant to the Servicemembers Civil Relief Act, 50 U.S.C 3901 et. seq.

IN THE COURT OF COMMON PLEAS

DOCKET NO. 15-CP-10-06521

JUDGMENT OF FORECLOSURE AND SALE
Deficiency Judgment Waived

RECEIVED

MAR 10 2017

SC Court of Appeals

JULIE J. ARMSTRONG
CLERK OF COURT

2016 SEP -9 PM 12:13

FILED

George Conits, Esquire
Attorney for The United States of America acting by and through its agency The Department of Housing
and Urban Development

A hearing was held August 16, 2016 at 2:00PM. Evidence was presented, which is reported herewith, and from the evidence, I find and conclude as follows:

FINDINGS OF FACT:

1. The Lis Pendens was filed on December 3, 2015.
2. The Summons and Complaint were filed on December 3, 2015.
3. Service was made upon all Defendant(s) as shown by the proof(s) of service filed herein.
4. The Defendant(s) Sharon A. Bingley, Stacey B. Williams, Sherry B. Crummey, James Bingley, Jr. and Concord West of the Ashley Homeowners' Association are in default.
5. The Defendant(s) Sharon A. Bingley, Stacey B. Williams, Sherry B. Crummey, James Bingley, Jr. are 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. No Defendant raised any issues related to Plaintiff's standing to prosecute this action.
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). Pursuant to the South Carolina Supreme Court Administrative Order dated May 22, 2009, Plaintiff's attorney has not received a counter affidavit from any Defendant(s).
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. Any person claiming a right, title or interest in the subject property who is a minor or otherwise under disability and/or who is in the military service within the meaning of the Servicemembers Civil Relief Act, 50 U.S.C. 3901 et. Seq. of Any Heirs-At-Law or Devisees of Janie S. Bingley, Deceased, their heirs, Personal Representatives, Administrators, Successors and Assigns, and all other persons entitled to claim through them; all unknown persons with any right, title or interest in the real estate described 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 filed an answer through their attorney/guardian, Kelley Y. Woody, Esquire. Any person claiming a right, title or interest in the subject property who is a minor or otherwise under disability and/or who is in the military service within the meaning of the Servicemembers Civil Relief Act, 50 U.S.C. 3901 et. Seq of Any Heirs-At-Law or Devisees of James Bingley, Deceased, their heirs, Personal Representatives, Administrators, Successors and Assigns, and all other persons entitled to claim through them; all unknown persons with any right, title or interest in the real estate described 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 filed an answer through their attorney/guardian, Kelley Y. Woody, Esquire. The United States of America acting by and through its agency The Department of Housing and Urban Development filed an answer through their attorney, George Conits, Esquire.

10. All Pro Se Defendant(s) 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.

11. Janie S. Bingley and James Bingley for value received, made, executed and delivered a(n) Adjustable Rate Home Equity Conversion Note dated October 25, 2006 promising thereby to pay to Plaintiff or its predecessor the sum of \$336,000.00 with interest at 6.55% per annum. Other terms and conditions are stated in the Adjustable Rate Home Equity Conversion Note, of record herein.

12. To better secure the payment of the Adjustable Rate Home Equity Conversion Note described above, Janie S. Bingley and James Bingley made, executed, and delivered to Wells Fargo Bank, N.A. a certain real estate Mortgage in writing, dated October 25, 2006 covering real property in Charleston County, which is the same as that described in the Complaint. This Mortgage was filed on November 2, 2006, and is of record in the Office of RMC/ROD in Book 604 at Page 310. This Mortgage constitutes a First priority lien on the subject property, subject only to ad valorem taxes or other liens given priority by statute.

13. 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.

14. Subsequently, Janie S. Bingley died on or about August 14, 2012, vesting title to the property in the surviving tenant James Bingley, Sr. Subsequently, James Bingley, Sr. died on February 9, 2013, leaving the subject property to his heirs/devisees, namely Sharon A. Bingley, Stacey B. Williams, Sherry B. Crummey and James Bingley, Jr.

15. The mortgagor died February 9, 2013. Under the terms of the note and mortgage, the death of the mortgagor constitutes a default. Plaintiff elects to and does declare the entire balance of said indebtedness due and payable, the principal sum of \$119,568.05, with interest from

November 30, 2006, advances, late charges, and also for the costs and disbursements of this action, including attorney's fees.

16. Kelley Y. Woody, Esquire, a member of the South Carolina Bar, has been appointed as Guardian ad Litem for any person claiming a right, title or interest in the subject property who is a minor or otherwise under disability. She has filed an Answer, Affidavit of Response, and actively participated herein. The sum of \$250.00 is a reasonable fee to allow for such Guardian ad Litem services rendered and to be rendered herein until final adjudication of the within action.

17. Kelley Y. Woody, Esquire, a member of the South Carolina Bar, has been appointed as attorney for any Defendant who is in the military service within the meaning of the Servicemembers Civil Relief Act, 50 U.S.C. 3901 et. seq., and has filed an Answer, Affidavit of Response, and actively participated herein for such Defendant(s). The sum of \$250.00 is a reasonable fee to allow for such attorney's services rendered herein until final adjudication of the within action. Any Defendants, their heirs, Personal Representatives, Administrators, Successors and Assigns, and all other persons entitled to claim through them; all unknown persons with any right, title or interest in the real estate described herein who are in military service have not been prejudiced of his/her right to present a defense because of his/her military service.

18. The sum of \$2,435.00 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 Adjustable Rate Home Equity Conversion 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.

19. According to Plaintiff's accounting, after all payments received by Plaintiff have been credited to the subject loan, the amount due and owing on the Adjustable Rate Home Equity Conversion Note, with interest at the rate provided in the Adjustable Rate Home Equity Conversion Note, advances made by Plaintiff, and other costs and expenses of the action, including a reasonable attorney fee, all secured by the Adjustable Rate Home Equity Conversion Note and Mortgage, is as follows:

(a)	Principal due June 8, 2015	\$119,568.05
(b)	Interest from November 30, 2006 through June 16, 2016 at a variable rate.....	\$31,871.41
(c)	Allowable Advances (Escrow advances, corporate charges, paid attorney fees, paid costs and expenses from the foreclosure action, and/or other charges).....	\$21,419.83
(d)	Costs of collection prior to hearing (service, filing, etc.)	\$4,773.73
(e)	Title Abstract Search	\$425.00
(f)	Attorney Fee (awarded herein, but unpaid)	\$2,435.00
TOTAL debt secured by Adjustable Rate Home Equity Conversion Note and Mortgage, including interest to date shown		\$180,493.02

The amount due may include sums added to the balance pursuant to 24 CFR § 206.1 et seq.

Interest shall continue to accrue to the above stated "Total Debt" at the Note rate (pursuant to the terms of the Adjustable Rate Home Equity Conversion Note and First Mortgage). Accrued interest shall be added to the "Total Debt" and shall comprise the amount of the Plaintiff's debt secured by the First Mortgage through the date to which such interest is computed.

20. Plaintiff is seeking the usual foreclosure of the First mortgage and has in the Complaint (or subsequently thereto in writing) expressly waived the right to a personal or deficiency judgment.

21. The following Defendant(s) 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, these Defendant(s) 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(s) and such liens or legal interests are as follows:

a. The United States of America acting by and through its agency The Department of Housing and Urban Development, by virtue of a mortgage given by Janie S. Bingley and James Bingley in the amount of \$336,000.00, dated October 25, 2006, and recorded November 2, 2006 in Book 604 at Page 323.

b. Concord West of the Ashley Homeowners' Association, by virtue of a Notice of Lien against James Bingley and Janie Bingley in the amount of \$5,252.47, dated

February 17, 2014, and recorded February 21, 2014 in Book 389 at Page 766.

c. Any unknown heirs or devisees of the Estate of Janie S. Bingley, including 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, by virtue of any interest claimed under the law of intestate succession (S.C. Code Section 62-2-109) or under decedent's will.

d. Any unknown heirs or devisees of the Estate of James Bingley, including 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, by virtue of any interest claimed under the law of intestate succession (S.C. Code Section 62-2-109) or under decedent's will.

e. Sharon A. Bingley, as heir(s) or devisees of the Estate of James Bingley and Janie S. Bingley.

f. Stacey B. Williams, as heir(s) or devisees of the Estate of James Bingley and Janie S. Bingley.

g. Sherry B. Drummey, as heir(s) or devisees of the Estate of James Bingley and Janie S. Bingley.

h. James Bingley, Jr., as heir(s) or devisees of the Estate of James Bingley and Janie S. Bingley.

IT IS THEREFORE ORDERED:

22. 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.

23. There is due on the Adjustable Rate Home Equity Conversion Note and First Mortgage set forth in the Complaint the sum of \$180,493.02, 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.

24. 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 the respective note rate(s) per annum and together with such interest shall constitute the total judgment debt due Plaintiff.

25. 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.

26. The Defendant(s) liable for the aforesaid judgment debt of the Adjustable Rate Home Equity Conversion Note and Mortgage including interest at the Note rate 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.

27. 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 Charleston County Courthouse, in the City of Charleston, and State of South Carolina on the next available sales date, at 11:00 AM, or 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.

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 to 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.

28. 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.

29. Plaintiff may waive any of its rights, including its right to a deficiency judgment in accordance with Rule 71, of the South Carolina Rules of Civil Procedure, prior to sale.

30. 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 appearing in any local newspaper to the Purchaser a deed to the property sold. Plaintiff or any other party to the action may purchase a purchaser at such sale. If, upon such sale being made, the Plaintiff should fail to comply with the terms thereof within 30 days after date of sale, then the Master in Equity may advertise the said property for sale on the next or some other subsequent sales day at the will of the highest bidder and a resale may be made time thereafter until a full compliance shall be secured.

31. 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.

32. 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.

33. 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 Guardian ad Litem fee, Servicemember Civil Relief Act attorney fee, or any other attorney's 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.

34. In the event the successful bidder is someone other than the Defendant(s) in possession of the subject property, the Sheriff of Charleston County 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.

35. In the event the successful bidder is other than the Defendant(s) in possession of the subject property and the occupants have voluntarily vacated the property or have been ejected from the property leaving fixtures, fittings and items on the subject property, the Plaintiff, Mortgagee, by this judgment the Purchaser is authorized to remove from the subject property all fixtures, fittings and items on the subject property on the date of Plaintiff's Mortgage. The personal property, fixtures, fittings and items on the subject property of the Purchaser or its agents shall be removed from the subject property by the Plaintiff, Mortgagee, or its agents or by any other means.

36. The Defendant(s), named herein and all persons claiming under the Defendant(s), are forever barred and prohibited of all claim, title, interest, equity or right in or to the said mortgaged property so sold, or any part thereof.

37. In accordance with Rule 71(e), 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.

38. 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.

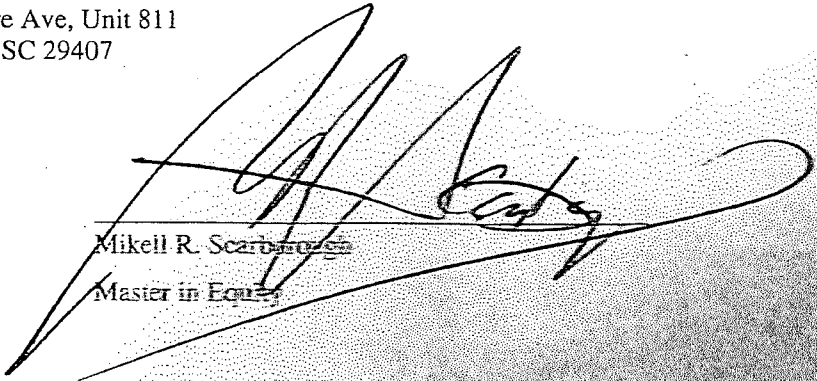
39. The undersigned will retain jurisdiction to do all necessary acts incident to this foreclosure including, but not limited to, the issuance of a Writ of Assistance.

40. The following is a description of the property herein ordered to be sold:
All that certain Unit, situate, lying and being in Charleston County, State of South Carolina, known and designated as Unit Number 811 in CONCORD WEST OF THE ASHLEY Horizontal Property Regime as shown on the plans and specifications attached to The Master Deed Establishing the CONCORD WEST OF THE ASHLEY Horizontal Property Regime, dated September 8, 2005, and recorded in the RMC Office for Charleston County in Book D553 at Page 552; together with the undivided percentage interest in the General Common Elements of the property described in said Master Deed appurtenant thereto.

This being the same piece of property conveyed to James Bingley and Janie S. Bingley by deed of Ashley Knoll I Properties, LLC dated September 1, 2006 and recorded September 8, 2006 in the Register of Deeds Office for Charleston County in Deed Book 597 at Page 566

Property Address: 45 Sycamore Ave, Unit 811
Charleston, SC 29407

TMS# 418-10-00-280



Mikell R. Scarborough
Master in Equity

9/6, 2016
Charleston, South Carolina