

STATE OF SOUTH CAROLINA

COUNTY OF OCONEE

Federal National Mortgage Association,

Plaintiff,

v.

John D. Dalen, Julie A. Dalen and Wawtockace Hills Property Owners Association,

Defendant(s).

and

John D. Dalen and Julie A. Dalen,

Counterclaim Plaintiffs,

v.

Bank of America, N.A. successor by merger to BAC Home Loans Servicing, L.P. f/k/a Countrywide Home Loans Servicing, L.P.,

Counterclaim Defendant.

(515262.01894 CSG)

Charles S. Gwynne Jr., Esquire
Attorney for the Plaintiff

Brian A. Calub, Esquire
Attorney for Counterclaim Defendant
Bank of America, N.A. successor by Merger to BAC Home Loans Servicing, L.P.
F/k/a Countrywide Home Loans Servicing, L.P.

John D. Dalen
Pro Se Defendant

Julie A. Dalen
Pro Se Defendant

IN THE COURT OF COMMON PLEAS

DOCKET NO.: 2011-CP-37-01056

JUDGMENT OF FORECLOSURE AND SALE

Deficiency Judgment Demanded Against John D. Dalen Only

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SC Court of Appeals

Pursuant to Rule 53 of the South Carolina Rules of Civil Procedure, the above-entitled matter was referred to the undersigned. A hearing was held on March 2, 2017 at 1:00 P.M. 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 October 31, 2011.
2. The Summons and Complaint were filed on October 31, 2011.
3. The First Amended Lis Pendens was filed on August 4, 2016.
4. Service was made upon all Defendant(s) as shown by proof(s) of service filed herein.
5. The Defendant Wawtockace Hills Property Owners Association is in default.
6. The Defendants John D. Dalen and Julie A. Dalen 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 or will be filed herein.
7. The Plaintiff has standing to prosecute this action.
8. 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).
9. Attorney for the Plaintiff has fully complied with the South Carolina Supreme Court Administrative Order 2011-05-02-01 dated May 2, 2011.
10. On or about February 21, 2012, Defendants John D. Dalen and Julie A. Dalen filed an Answer and Counterclaim. Defendants were then represented by William H. Sloan, Jr., Esquire. On or about August 11, 2016, an Order Relieving William H. Sloan as Counsel for Dalens was filed, thereby relieving William H. Sloan, Jr. as counsel for the Defendants John D. Dalen and Julie A. Dalen.
11. On September 23, 2015 an Order was filed substituting Federal National Mortgage Association for Bank of America, N.A. successor by merger to BAC Home Loans Servicing, L.P. f/k/a Countrywide Home Loans Servicing, L.P. ("BANA") as the Plaintiff in this action. BANA remained as a party in the case and made a Counterclaim Defendant to defend the counterclaims.
12. On July 28, 2016 an Order was filed dismissing the counterclaims asserted by Plaintiff against BANA.
13. 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.
14. John Dalen for value received, made, executed and delivered a Fixed Rate Note ("Note") dated December 20, 2007 promising thereby to pay to Plaintiff or its predecessor the sum

of \$118,750.00 with interest at 6.750% per annum. Other terms and conditions are stated in the Note, of record herein.

15. To better secure the payment of the Note described above, John Dalen and Julie A. Dalen made, executed, and delivered to Mortgage Electronic Registration Systems, Inc. as nominee for Quicken Loans, Inc., its successors and assigns, a certain real estate Mortgage in writing, dated December 20, 2007 covering real property in Oconee County, which is the same as that described in the Complaint. This Mortgage was filed on December 21, 2007, and is of record in the Office of RMC/ROD in Book 2551 at Page 206. This Mortgage was assigned to BAC Home Loans Servicing, L.P. f/k/a Countrywide Home Loans Servicing, L.P. by assignment dated May 9, 2011 and recorded on May 16, 2011 in Book 2975 at Page 40. Subsequently, this Mortgage was assigned to Federal National Mortgage Association, by assignment dated April 13, 2015 and recorded on April 22, 2015 in Book 3382 at Page 237.

16. This mortgage constitutes a first Priority lien on the subject property, subject to ad valorem taxes or other liens/taxes given priority by statute.

17. 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.

18. Plaintiff established that the Note is in default for failure to make the December 1, 2010 and all subsequent payments.

19. Payment due on the Note was not made as provided for therein, and Plaintiff, as the holder or nominee for the holder thereof, elected to require immediate payment of the entire amount due thereon and placed the Note and Mortgage in the hands of the attorney herein for remedy for collection by foreclosure.

20. The sum of \$25,455.15 is a reasonable fee and cost to allow Plaintiff's counsel for services performed and anticipated to be performed until final adjudication of this action, under the terms of the 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.

21. 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 Note, with interest at the rate provided in the Note, advances made by Plaintiff, and other costs and expenses of the action, including a reasonable attorney fee, all secured by the Note and Mortgage, is as follows:

Principal		\$114,875.72
Interest from 11/01/2010 to 03/02/2017 @ 6.750%		\$49,130.92
Escrow		
Credit		
08/12/2011	(\$188.72)	
Total:	(\$188.72)	
Taxes		
12/20/2010	\$366.68	
12/14/2011	\$443.50	
12/03/2012	\$443.50	
11/26/2013	\$452.12	
12/05/2014	\$452.12	
11/19/2015	\$452.12	
12/06/2016	\$452.12	\$14,359.49
Total:	\$3,062.16	
Hazard Insurance		
11/14/2011	\$891.50	
11/13/2012	\$1,070.59	
12/12/2012	\$43.19	
11/12/2013	\$1,161.42	
11/12/2014	\$957.28	
11/30/2015	\$1,049.32	
11/29/2016	\$600.69	
Total:	\$5,773.99	
Mortgage Insurance		

01/14/2011	\$77.19	
02/14/2011	\$77.19	
03/15/2011	\$77.19	
04/14/2011	\$77.19	
05/12/2011	\$77.19	
06/14/2011	\$77.19	
07/14/2011	\$77.19	
08/11/2011	\$77.19	
09/14/2011	\$77.19	
10/14/2011	\$77.19	
11/08/2011	\$77.19	
12/09/2011	\$77.19	
01/18/2012	\$77.19	
02/17/2012	\$77.19	
03/16/2012	\$77.19	
04/16/2012	\$77.19	
05/18/2012	\$77.19	
06/19/2012	\$77.19	
07/18/2012	\$77.19	
08/17/2012	\$77.19	
09/18/2012	\$77.19	
10/18/2012	\$77.19	
11/16/2012	\$77.19	
12/14/2012	\$77.19	
01/15/2013	\$77.19	
02/15/2013	\$77.19	
03/14/2013	\$77.19	
04/11/2013	\$77.19	
05/14/2013	\$77.19	
06/13/2013	\$77.19	
07/15/2013	\$77.19	
08/15/2013	\$77.19	
09/13/2013	\$77.19	
10/11/2013	\$77.19	
11/15/2013	\$77.19	
12/12/2013	\$77.19	
01/13/2014	\$77.19	
02/14/2014	\$77.19	
03/14/2014	\$77.19	
04/14/2014	\$77.19	

05/13/2014	\$77.19	
06/09/2014	\$77.19	
07/15/2014	\$77.19	
08/15/2014	\$77.19	
09/15/2014	\$77.19	
10/15/2014	\$77.19	
11/12/2014	\$77.19	
12/15/2014	\$77.19	
01/15/2015	\$77.19	
02/11/2015	\$77.19	
03/13/2015	\$77.19	
04/28/2015	\$154.38	
05/29/2015	\$77.19	
06/24/2015	\$77.19	
07/28/2015	\$77.19	
08/26/2015	\$77.19	
09/16/2015	\$77.19	
10/15/2015	\$77.19	
11/13/2015	\$77.19	
12/14/2015	\$77.19	
01/14/2016	\$77.19	
02/12/2016	\$77.19	
03/17/2016	\$77.19	
04/19/2016	\$77.19	
05/16/2016	\$77.19	
06/15/2016	\$77.19	
07/14/2016	\$77.19	
08/11/2016	\$77.19	
09/14/2016	\$77.19	
10/13/2016	\$77.19	
11/11/2016	\$77.19	
12/15/2016	\$77.19	
01/12/2017	\$77.19	
Total:	\$5,712.06	
Pro Rata MIP/PMI		\$154.38
Corporate Advances		\$805.25
Property Inspections		

12/29/2010	\$8.00	
02/03/2011	\$15.00	
03/14/2011	\$15.00	
05/08/2011	\$15.00	
06/28/2011	\$15.00	
08/15/2011	\$15.00	
09/09/2011	\$15.00	
10/10/2011	\$15.00	
11/10/2011	\$15.00	
12/14/2011	\$15.00	
01/26/2012	\$14.00	
03/06/2012	\$14.00	
05/10/2012	\$14.00	
12/07/2012	\$15.00	
02/16/2013	\$15.00	
05/19/2013	\$15.00	
06/24/2013	\$15.00	
07/24/2013	\$15.00	
08/26/2013	\$15.00	
10/25/2013	\$15.00	
11/25/2013	\$15.00	
12/17/2013	\$15.00	
01/20/2014	\$15.00	
02/17/2014	\$15.00	
03/19/2014	\$15.00	
04/17/2014	\$15.00	
05/19/2014	\$15.00	
06/16/2014	\$15.00	
07/17/2014	\$15.00	
08/15/2014	\$15.00	
09/16/2014	\$15.00	
11/13/2014	\$15.00	
12/12/2014	\$15.00	
01/12/2015	\$15.00	
02/11/2015	\$15.00	
03/04/2015	\$5.25	
03/16/2015	\$15.00	
04/23/2015	\$15.00	
05/27/2015	\$15.00	
06/24/2015	\$15.00	

07/30/2015	\$15.00	
08/27/2015	\$15.00	
11/24/2015	\$15.00	
12/23/2015	\$15.00	
01/27/2016	\$15.00	
04/27/2016	\$15.00	
05/25/2016	\$15.00	
06/21/2016	\$15.00	
07/27/2016	\$15.00	
08/24/2016	\$15.00	
09/26/2016	\$15.00	
10/26/2016	\$15.00	
11/22/2016	\$15.00	
12/22/2016	\$15.00	
01/19/2017	\$15.00	
Total:	\$805.25	
Prior Servicer Attorney's Fees and Costs:		
10/05/2011	\$550.00	
10/05/2011	\$225.00	
01/26/2012	\$185.00	\$1,515.00
01/26/2012	\$150.00	
01/26/2012	\$405.00	
Total:	\$1,515.00	
Attorney's Fees incurred (paid, billed but unpaid or unbilled)		\$22,375.00
Anticipated attorney fees awarded herein		\$1,950.00
Expenses (<i>Deposition Transcript; Transcript Fee; Motion / Order filing fees; Reference fee; Auto Mileage Reimbursement; and Title Search</i>)		\$1,130.15
TOTAL PRINCIPAL, INTEREST AND EXPENSES:		\$206,295.91

Interest shall accrue to the above stated "Total Debt" after the date of judgment at the rate of 6.750% per annum (pursuant to the terms of the 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.

22. Plaintiff is seeking the usual foreclosure of the first mortgage and has in the Complaint (or subsequently thereto in writing) expressly demanded the right to a personal or deficiency judgment against Defendant John D. Dalen only.

23. 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. Wawtockace Hills Property Owners Association, by virtue of any homeowners liens or assessments recorded or unrecorded that are due or that may become due in the future.

IT IS THEREFORE ORDERED:

24. 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.

25. There is due on the Note and purchase money first Mortgage set forth in the Complaint the sum of \$206,295.91, 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.

26. Plaintiff shall have judgment demanded against John Dalen. The Plaintiff may waive any of its rights, including its right to a personal or deficiency judgment, at any time prior to the foreclosure sale.

27. 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.

28. The Defendant(s) liable for the aforesaid judgment debt of the Note and Mortgage including interest at the rate of 6.750% per annum 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.

29. 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 Clerk of Court for Oconee County or other court-appointed or designated agent or auctioneer at public auction at the Oconee County Courthouse, in the City of Walhalla, and State of South Carolina on a sales day determined by the Clerk of Court, 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 20 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 6.750%.

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 the satisfaction of mortgage, 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 Clerk of Court.

30. A personal or deficiency judgment having been demanded against John Dalen, the sale will remain open for thirty (30) days pursuant to S.C. Code Ann. Sec. 15-39-720 (1976).

31. 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.

32. The Clerk of Court 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 20 days after date of sale, then the Clerk of Court 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.

33. 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.

34. 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 Clerk of Court only the amount of the costs and expenses crediting the balance of the bid on Plaintiff's indebtedness.

35. The Clerk of Court 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; After crediting the proceeds of sale, net of any commission on sale, an Order for Deficiency Judgment shall be entered without further notice or hearing.

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

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

37. 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 furnishings, fixtures and items not subject to Plaintiff's Mortgage in said property, the Purchaser is authorized to remove from the property all furnishings, fixtures and items not subject to the lien of Plaintiff's Mortgage. The personal property, being deemed abandoned, shall be removed by the Purchaser or its agents from the subject property by placing said personal property on the public street or highway or by any other means.

38. The Defendant(s) named herein, and all persons whosoever claiming under Defendant(s), is 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.

39. 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.

40. 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.

41. 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.

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

ALL THAT CERTAIN piece, parcel or lot of land situate, lying and being in Oconee County, State of South Carolina, being shown and designated as LOT NUMBER TWENTY EIGHT (28), BLOCK A, WAWTOCKACE HILLS n/k/a WESTLAKE ESTATES, as shown and more fully described on a plat thereof prepared by Stephen R. Edwards, PLS #19881, dated July 31, 2006 and recorded November 2, 2006, in Plat Book B 172, at Page 10, records of Oconee County, South Carolina.

THIS BEING the same property conveyed unto John D. Dalen and Julie A. Dalen by virtue of a Deed from Karl G. Lowrey and Kathleen F. Lowrey, dated December 20, 2007 and recorded December 21, 2007, in Deed Book 1635 at Page 185, in the Office of the Register of Deeds for Oconee County, South Carolina.

Property Address: 109 Wood Valley Drive
Westminster, SC 29693

TMS#: 295-01-02-007

"JUDGE'S SIGNATURE PAGE TO FOLLOW"

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FORM 4

SC Court of Appeals

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

JUDGMENT IN A CIVIL CASE

DOCKET NO. 2011-CP-37-01056

Federal National Mortgage Association,

John D. Dalen, Julie A. Dalen and Wawtockace
Hills Property Owners Association,

PLAINTIFF(S)

DEFENDANT(S)

<p>Submitted by: Charles S. Gwynne Jr. (SC Bar#73844) Attorneys for the Plaintiff Rogers Townsend & Thomas, PC Post Office Box 100200 (29202) 1221 Main Street 14th Floor Columbia, SC 29201 (803) 744-4444 charlie.gwynne@rtt-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.** This action came to trial or hearing before the court. The issues have been tried or heard and a decision rendered.
- 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 _____
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 :

As required by statute, a foreclosure sale has been or will be scheduled, which will officially end the case. Also, if a deficiency judgment remains demanded, a separate Order for Deficiency Judgment will be entered at the completion of the foreclosure sale.

INFORMATION FOR THE PUBLIC 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)
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		\$

If applicable, describe the property, including tax map information and address, referenced in the order:

ALL THAT CERTAIN piece, parcel or lot of land situate, lying and being in Oconee County, State of South Carolina, being shown and designated as LOT NUMBER TWENTY EIGHT (28), BLOCK A, WAWTOCKACE HILLS n/k/a WESTLAKE ESTATES, as shown and more fully described on a plat thereof prepared by Stephen R. Edwards, PLS #19881, dated July 31, 2006 and recorded November 2, 2006, in Plat Book B 172, at Page 10, records of Oconee County, South Carolina.

THIS BEING the same property conveyed unto John D. Dalen and Julie A. Dalen by virtue of a Deed from Karl G. Lowrey and Kathleen F. Lowrey, dated December 20, 2007 and recorded December 21, 2007, in Deed Book 1635 at Page 185, in the Office of the Register of Deeds for Oconee County, South Carolina.

Property Address: 109 Wood Valley Drive
 Westminster, SC 29693

TMS#: 295-01-02-007

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.**

Circuit Court Judge/Master in Equity/Special Referee	Judge Code	Date
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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:

Charles S. Gwynne, Jr., Esq.
Rogers Townsend & Thomas, PC
 P.O. Box 100200
 Columbia, SC 29202-3400
ATTORNEY(S) FOR THE PLAINTIFF(S)

Brian A. Calub, Esquire
McGuire Woods LLP
 201 North Tryon Street, Suite 3000
 Charlotte, NC 28202-2146
ATTORNEY(S) FOR THE DEFENDANT(S)

CLERK OF COURT

Wawtockace Hills Property Owners Association
 100 Lost Forest Drive
 Westminster SC 29693

John D. Dalen
 109 Wood Valley Drive
 Westminster, SC 29693

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APR 11 2017

SC Court of Appeals



Oconee Common Pleas

Case Caption: Bank of America NA-sbm , plaintiff, et al VS John D Dalen ,
defendant, et al
Case Number: 2011CP3701056
Type: Master/Order/Foreclosure & Sale and Form 4

And it is so ordered

s/ Steven C. Kirven, Master in Equity, #3081

Electronically signed on 2017-03-06 15:49:45 page 16 of 16

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