

STATE OF SOUTH CAROLINA  
COUNTY OF SPARTANBURG

Deutsche Bank National Trust Company,  
as Trustee for Argent Securities Inc.,  
Asset-Backed Pass-Through Certificates,  
Series 2004-W11,

Plaintiff,

v.

Gearly Thomas Dooly; Eleanor S. Dooly;  
United States of America,  
Defendant(s)

IN THE COURT OF COMMON PLEAS  
CASE NO.: 2012-CP-42-03027

**MASTER IN EQUITY'S ORDER AND JUDGMENT OF  
FORECLOSURE AND SALE AND REFORMATION OF  
MORTGAGE**

**(GRANTING PLAINTIFF'S MOTION FOR  
SUMMARY JUDGMENT)**

**DEFICIENCY DEMANDED AS TO DEFENDANT(S)  
GEARY THOMAS DOOLY AND ELEANOR S.  
DOOLY**

Pursuant to Rule 53 of the South Carolina Rules of Civil Procedure (hereinafter "SCRCP"), the above-entitled matter was referred to the undersigned Master In Equity to make appropriate findings of fact and conclusions of law, with authority to enter a final Judgment in the cause. Any appeal from the decision of the Master In Equity shall be directly to the South Carolina Court of Appeals or Supreme Court.

Pursuant to the said reference, a hearing was held, a record was made, which is reported herewith, and from the testimony and evidence, I find and conclude as follows:

**FINDINGS OF FACT:**

1. The Lis Pendens was filed on June 21, 2012.
2. The Summons and Complaint were filed on June 21, 2012.
3. Service was made upon the Defendants named in this Report as is shown by the proofs of service filed herein.
4. According to an Affidavit filed herein, no Defendant in default is in the military service of the United States of America, as contemplated under the Servicemembers'

File reference: 15-17508

\*CID473185\*

\*DID200351\*

Civil Relief Act fka Soldiers' and Sailors' Civil Relief Act of 1940, and any amendments thereto.

5. The Plaintiff's Motion for Summary Judgment was filed on March 24, 2017.
6. The Defendants were notified of the time, date and place of hearing in this matter.
7. For value received, Geary Thomas Dooly and Eleanor S. Dooly made, executed and delivered a Note, dated July 30, 2004, promising thereby to pay to the order of Argent Mortgage Company, LLC the sum of \$152,800.00 with interest at the rate of 7.25% per annum (hereinafter "Note"). Other terms and conditions are stated in the Note, which is of record herein.
8. To better secure the payment of the Note described above, the said Geary Thomas Dooly and Eleanor S. Dooly made, executed and delivered a mortgage to Argent Mortgage Company, LLC, in writing, dated July 30, 2004, covering real property in Spartanburg County, which is the same as that described in the Complaint. The Mortgage was recorded on August 18, 2004, and is of record in the Spartanburg County Registry in Book 3286 at Page 698.
9. This Mortgage constitutes a valid first lien on the subject property.
10. Thereafter, the Mortgage was assigned to Deutsche Bank National Trust Company, As Trustee For, Argent Securities Inc. Asset-Backed Pass-Through Certificates, Series 2004-W11, Under The Pooling And Servicing Agreement Dated October 10, 2004 by assignment recorded on February 24, 2009 in Book 4187 at Page 457.
11. According to testimony, due to inadvertence and/or scrivener's error, the legal description attached to the Warranty Deed recorded August, 18, 2004 in Book 80-Z at Page 635 is incomplete and does not describe all of the intended collateral.

**INCORRECT LEGAL**

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 portion of Lot No. 7, being shown and designated on a survey for Dunagin Estates prepared by W. N. Willis, Professional Land Surveying, dated May 06, 1969 and recorded in the Register of Deeds Office for Spartanburg County in Plat Book 60 at Page 82-84. For more complete and accurate description refer to the above reference plat.

BEING the same property conveyed to Eleanor S. Dooly from Southern Bank and Trust Company by Deed dated November 27, 1979 recorded November 27, 1979 in Deed.

**CORRECT LEGAL**

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 a portion of Lot No. 7, being shown and designated on a survey for Dunagin Estates prepared by W. N. Willis, Professional Land Surveying, dated May 06, 1969 and recorded in the Register of Deeds Office for Spartanburg County in Plat Book 60 at Page 82-84, and more fully described as follows:

BEGINNING at a metal cap at the center of the intersection of two county roads and running thence South 28 West 250 feet to a metal cap a the corner with Lot No. 8; thence with line of Lot No. 8 North 62 West 275 feet to a point; thence North 28 East 250 feet more or less to a point on the county road; thence with the county road South 62 East 275 feet to the beginning corner.

Dated November 27, 1979 recorded November 27, 1979, in Deed Book 47-A, Page 75, in the official records for Spartanburg County, South Carolina.

Thereafter Eleanor S. Dooly conveyed her interest to Eleanor S. Dooly and Geary Thomas Dooly by deed dated July 30, 2004 and recorded August 18, 2004, in Deed Book 80-Z, Page 635, in the official records for Spartanburg County, South Carolina.

12. The Plaintiff is informed and believes that it is entitled a reformation of the above referenced Warranty Deed to correct the legal description to conform with the intention of the parties and the public records.

13. According to testimony, due to inadvertence and/or scrivener's error, the legal description attached to the Mortgage recorded August 18, 2004 in Book 3286 at page 698 is incomplete and does not describe all of the intended collateral.

**INCORRECT LEGAL**

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Dated November 27, 1979 recorded November 27, 1979, in Deed Book 47-A, Page 75, in the official records for Spartanburg County, South Carolina.

Thereafter Eleanor S. Dooly conveyed her interest to Eleanor S. Dooly and Geary Thomas Dooly by deed dated July 30, 2004 and recorded August 18, 2004, in Deed Book 80-Z, Page 635, in the official records for Spartanburg County, South Carolina.

14. The Plaintiff is informed and believes that it is entitled a reformation of the above referenced Mortgage to correct the legal description to conform with the intention of the parties and the public records.

15. As required by South Carolina Supreme Court Administrative Order 2009-05-22-01 (hereinafter, "the Administrative Order"), Plaintiff states that this loan is owned or guaranteed by Fannie Mae, or it is owned or guaranteed by FHLMC, or the Servicer

has signed an agreement to participate in the Home Affordable Modification Program (hereinafter, "the HAMP"); however, Plaintiff alleges upon information and belief, that the loan is not subject to modification under the HAMP as contemplated under the Administrative Order because the Borrower(s) failed to respond to the HAMP inquiries or failed to provide the necessary supporting documentation.

Furthermore, Plaintiff complied with Administrative Order 2011-05-02-1 issued by the South Carolina Supreme Court.

16. The titleholder of record of the Property as of the filing of the Lis Pendens in this action was Geary Thomas Dooly.
17. Payment due on the Note has not been made as provided for therein, and the Plaintiff, as the holder thereof, has elected to accelerate payment of the entire indebtedness and has placed the Note and Mortgage in the hands of its attorney of record herein for collection.
18. Having considered the nature, extent and difficulty of the services rendered (the field of mortgage foreclosures being a specialized area of practice); the time involved in reviewing the various loan documents, performing the title search, preparing the pleadings and preparing for and attending hearings; the professional standing of the Plaintiff's attorney; the fee customarily charged in this jurisdiction for similar services; and the beneficial results obtained for the Plaintiff, I find that the sum of \$3,517.50 is a reasonable attorney's fee for the Plaintiff's attorney for services performed and anticipated to be performed until final adjudication of the within action, under the terms of the note and mortgage. Services anticipated to be performed until final adjudication contemplates completion of this matter within a reasonable time and does

not include exceptional, unanticipated circumstances delaying conclusion beyond the normal time. The amount due and owing on the Note and Mortgage, with interest at the rate provided in the Note, and other costs and expenses of collection, including attorney's fees, secured by the Note and Mortgage, is as follows:

Principal due as of today's date:	05/16/2017	\$139,007.65
Accrued interest from:	01/01/2012 to: 12/30/2016	\$ 50,362.40
Accruing at:	7.25% per annum	
Advancements to Escrow		\$ 14,199.52
Corporate Advances		\$ 3,053.04
Late charges:		\$ 2,593.91
Other charges:		\$ 0.00
Costs of collection prior to hearing:		\$ 33.66
Attorney's fees:		\$ 3,517.50

Total Debt secured by Note and Mortgage, including interest to date is \$212,767.68.

Interest for the period from the date shown above through the date of this judgment, at 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 7.25% per annum, the Note's current rate, 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 the Plaintiff's debt secured by the Mortgage through the date to which such interest is computed.

19. The Plaintiff is seeking foreclosure of its Mortgage and has, in the Complaint or subsequently thereto in writing, expressly Demanded the right to a personal or deficiency Judgment pursuant to Rule 71(b), SCRPC.

20. The Defendant(s), below listed, claim or may claim liens upon or interests in the subject property; and in the event there is a surplus from the sale of the subject

property, the validity, priority and amount of any such lien claims will be determined at a hearing subsequent to the sale, in accordance with Rule 71(c), SCRPC. The said Defendants and such claims or liens are as follows:

- A. The Defendant, the United States of America, acting through its agency, Department of Treasury - Internal Revenue Service, has or may claim to have some interest in the subject property by virtue of a federal tax lien, against Geary Thomas Dooly, in the original principal amount of \$0.00, which lien was recorded/filed in the Spartanburg County Records on January 21, 2011 in Book 14 at Page 209. Said lien is junior and subordinate to Plaintiff's mortgage and is hereby removed from the title to the Property upon the completion of a properly held foreclosure sale of the Property.

Pursuant to Section 2410(c), Title 28, United States Code, the Defendant, United States of America, has a right of redemption on proper application to redeem the within property for 1 (one) year from the date of sale of the subject property.

CONCLUSIONS OF LAW: I, therefore, conclude as follows:

1. The Plaintiff's Motion for Summary Judgment should be granted and the Plaintiff should have judgment of foreclosure of its Mortgage; and the Property should be ordered sold at public auction after due advertisement.
2. The Warranty Deed and Mortgage legal descriptions should be reformed as stated in paragraphs 11-14 above.
2. That there is due to the Plaintiff on its Note and Mortgage the sum of \$212,767.68, representing the Total Debt due to the Plaintiff as outlined above, together with interest thereon at the rate provided in the Note to the date hereof.

3. That the amount due in the preceding paragraph (the "Total Debt") and later accrued interest and costs shall constitute the total judgment debt due to the Plaintiff and shall bear interest hereafter at the rate of 7.25% per annum, the current interest rate of the Note.

IT IS, THEREFORE, ORDERED, ADJUDGED AND DECREED:

1. That the Plaintiff's Motion for Summary Judgment is granted.
2. That the Defendant(s) liable for the aforesaid Mortgage debt shall, prior to the date and time of the sale of the Property, hereinafter described, pay to the Plaintiff, or the Plaintiff's attorney, the amount of the Plaintiff's debt as aforesaid, together with the costs and disbursements of this action.
3. That on default of payment prior to the date and time of the sale, the Property, hereinafter described, shall be sold by the undersigned Master In Equity at public auction, at the Spartanburg County Courthouse, City of Spartanburg, County and State aforesaid, on some convenient sales day hereafter, on the following terms, that is to say:
  - A. FOR CASH: The undersigned Master In Equity shall require a deposit of 5% on the amount of the bid (in cash or equivalent) the same to be applied on the purchase price only upon compliance with the bid, but in case of non-compliance within thirty (30) days the same to be forfeited and applied to the costs and then to the Plaintiff's debt.
  - B. Interest on the balance of the bid shall be paid to the day of compliance at the rate of 7.25% per annum, which is the Note's current interest rate.
  - C. The sale shall be subject to taxes and assessments, existing easements and restrictions of record, and any other senior encumbrances.
  - D. Purchaser to pay for the deed and the cost of recording the deed.

4. That if the Plaintiff is 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, the Plaintiff may pay to the undersigned Master In Equity only the amount of the costs and expenses, crediting the balance of the bid on the Plaintiffs indebtedness.
5. That a personal or deficiency Judgment being Demanded, the bidding will remain open for thirty (30) days after the date of sale (pursuant to S.C. Code Ann. § 15-39-760(1976) but compliance with the bid may be made immediately.
6. That the undersigned Master In Equity will, by advertisement according to law, give notice of the time and place of sale and the terms thereof; and that he will execute to the purchaser, or purchasers, a deed to the Property sold. The Plaintiff, or any other party to this action, or any other person may become a purchaser at such sale. If such sale is made to anyone other than the Plaintiff or its assignee, should the successful bidder, or his assignee, fail to comply with the terms thereof within thirty (30) after the date of sale, then the undersigned Master In Equity may re-advertise the Property for sale on the next, or some other subsequent, sales day, at the risk of the highest bidder, and so on from time to time thereafter until a full compliance shall be secured.
7. That in the event an agent of the 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 terms and conditions as set forth in the Judgment of Foreclosure and Sale or such terms as may be set forth in a supplemental order.
8. That the undersigned Master In Equity shall apply the proceeds of the sale as follows:  
  
FIRST: To the 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; and

NEXT: To the payment of the amount to the Plaintiff, or the Plaintiff's Attorney, of the amount of the Plaintiff's debt and interest (including attorney fees) or so much thereof as the purchase money will pay on the same; and

NEXT: Any surplus will be held pending further Order of this Court pursuant to Rule 71(c), SCRPC.

9. That it is further ORDERED, ADJUDGED AND DECREED that each Defendant named herein, and all persons whomsoever claiming under him, them or it, 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.
10. That it is further ORDERED ADJUDGED AND DECREED that the deed of conveyance made pursuant to this judgment and said sale shall contain the names of only the Plaintiff, the first-named Defendant, who was the title holder of the mortgaged property at the time of the filing of the Lis Pendens, and the Grantee; and that the Spartanburg County Register of Deeds is hereby authorized to omit from the indices pertaining to such conveyance the names of all parties not contained in said deed.
11. That 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 may be 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.

12. That it is further ORDERED ADJUDGED AND DECREED that after the Order Confirming Sale and Disbursements has been issued and filed, the undersigned Master In Equity shall direct the Register of Deeds to release of record the lien(s) being foreclosed, which lien(s) are described in the Findings of Fact herein above.
13. That it is further ORDERED ADJUDGED AND DECREED that the Deed and the Mortgage is reformed as described in the Findings of Fact herein above.
14. That it is further ORDERED ADJUDGED AND DECREED that the following is a description of the Property 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 A PORTION OF LOT NO. 7, BEING SHOWN AND DESIGNATED ON A SURVEY FOR DUNAGIN ESTATES PERPARED BY W.N. WILLIS, PROFESSIONAL LAND SURVEYING, DATED MAY 06, 1969 AND RECORDED IN THE REGISTER OF DEEDS OFFICE FOR SPARTANBURG COUNTY IN PLAT BOOK 60 AT PAGE 82-84, AND MORE FULLY DESCRIBED AS FOLLOWS:**

**BEGINNING AT A METAL CAP AT THE CENTER OF THE INTERSECTION OF TWO COUNTY ROADS AND RUNNING THENCE SOUTH 28 WEST 250 FEET TO A METAL CAP A THE CORNER WITH LOT NO. 8; THENCE WITH LINE OF LOT NO. 8 NORTH 62 WEST 275 FEET TO A POINT; THENCE NORTH 28 EAST 250 FEET MORE OR LESS TO A POINT ON THE COUNTY ROAD; THENCE WITH THE COUNTY ROAD SOUTH 62 EAST 275 FEET TO THE BEGINNING CORNER.**

**BEING THE SAME PROPERTY CONVEYED TO ELEANOR S. DOOLY BY DEED OF SOUTHERN BANK AND TRUST COMPANY DATED NOVEMBER 27, 1979 RECORDED NOVEMBER 27, 1979 IN BOOK 47-A AT PAGE 75 IN THE RECORDS FOR SPARTANBURG COUNTY, SOUTH CAROLINA.**

**THEREAFTER ELEANOR S. DOOLY CONVEYED HER INTEREST**

**TO ELEANOR S. DOOLY AND GEARY THOMAS DOOLY BY DEED  
DATED JULY 30, 2004 AND RECORDED AUGUST 18, 2004 IN  
BOOK 80-Z AT PAGE 635, IN THE RECORDS FOR SPARTANBURG  
COUNTY, SOUTH CAROLINA.**

CURRENT ADDRESS OF PROPERTY: 690 Zion Hill Road, Spartanburg, SC 29307

TMS: 7-14-00-010.15

AND IT IS SO ORDERED.

\_\_\_\_\_  
The Honorable Gordon G. Cooper  
Master In Equity for Spartanburg County

Date: \_\_\_\_\_  
Spartanburg, South Carolina

ELECTRONICALLY FILED - 2017 May 16 11:04 AM - SPARTANBURG - COMMON PLEAS - CASE#2012CP4203027

File reference: 15-17508

**FORM 4**

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

JUDGMENT IN A CIVIL CASE

CASE NO. 2012-CP-42-03027

Deutsche Bank National Trust Company, as Trustee for  
 Argent Securities Inc., Asset-Backed Pass-Through  
 Certificates, Series 2004-W11

Gery Thomas Dooly; Eleanor S. Dooly; United States of  
 America

PLAINTIFF(S)

DEFENDANT(S)

Submitted by: Brock & Scott, PLLC  
Westpark Center  
3800 Fernandina Road Suite 110  
Columbia, SC 29210

Attorney for :  Plaintiff     Defendant  
 or  
 Self-Represented Litigant

**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
- STAYED DUE TO BANKRUPTCY**
- 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

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)
Deutsche Bank National Trust Company, as Trustee for Argent Securities Inc., Asset-Backed Pass-Through Certificates, Series 2004-W11	Gery Thomas Dooly and Eleanor S. Dooly	To be determined upon completion of foreclosure sale
If applicable, describe the property, including tax map information and address, referenced in the order:		

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 a portion of Lot No. 7, being shown and designated on a survey for Dunagin Estates prepared by W.N. Willis, Professional Land Surveying, dated May 06, 1969 and recorded in the Register of Deeds Office for Spartanburg County in Plat Book 60 at Page 82-84, and more fully described as follows:

BEGINNING at a metal cap at the center of the intersection of two county roads and running thence South 28 West 250 feet to a metal cap a the corner with Lot No. 8; thence with line of Lot No. 8 North 62 West 275 feet to a point; thence North 28 East 250 feet more or less to a point on the county road; thence with the county road South 62 East 275 feet to the beginning corner.

Being the same property conveyed to Eleanor S. Dooly by Deed of Southern Bank and Trust Company dated November 27, 1979 recorded November 27, 1979 in Book 47-A at Page 75 in the records for Spartanburg County, South Carolina.

Thereafter Eleanor S. Dooly conveyed her interest to Eleanor S. Dooly and Geary Thomas Dooly by Deed dated July 30, 2004 and recorded August 18, 2004 in Book 80-Z at Page 635, in the records for Spartanburg County, South Carolina.

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.** E-Filing Note: In E-Filing counties, the Court will electronically sign this form using a separate electronic signature page.

	Judge Code	Date
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**For Clerk of Court Office Use Only**

This judgment was entered on the \_\_\_\_ day of \_\_\_\_\_, 2017 and a copy mailed first class or placed in the appropriate attorney's box on this \_\_\_\_ day of \_\_\_\_\_, 2017 to attorneys of record or to parties (when appearing pro se) as follows:

Brock & Scott, PLLC  
 Westpark Center  
 3800 Fernandina Road Suite 110  
 Columbia, SC 29210

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**ATTORNEY(S) FOR THE PLAINTIFF(S)**

Geary Thomas Dooly; Eleanor S. Dooly; United States of America

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**ATTORNEY(S) FOR THE DEFENDANT(S)**

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**CLERK OF COURT**

**Court Reporter:**

**E-Filing Note: In E-Filing counties, the date of Entry of Judgment is the same date as reflected on the Electronic File Stamp and the clerk's entering of the date of judgment above is not required in those counties. The clerk will mail a copy of the judgment to parties who are not E-Fileers or who are appearing pro se. See Rule 77(d), SCRCP.**



**NOTICE OF SALE**

**NOTICE OF SALE CIVIL ACTION NO. 2012-CP-42-03027 BY VIRTUE** of the decree heretofore granted in the case of: Deutsche Bank National Trust Company, as Trustee for Argent Securities Inc., Asset-Backed Pass-Through Certificates, Series 2004-W11 vs. Geary Thomas Dooly; Eleanor S. Dooly; United States of America, the undersigned Master In Equity for Spartanburg County, South Carolina, will sell on July 3, 2017 at 11:00AM, at the Spartanburg County Courthouse, City of Spartanburg, State of South Carolina, to the highest bidder:

**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 A PORTION OF LOT NO. 7, BEING SHOWN AND DESIGNATED ON A SURVEY FOR DUNAGIN ESTATES PERPARED BY W.N. WILLIS, PROFESSIONAL LAND SURVEYING, DATED MAY 06, 1969 AND RECORDED IN THE REGISTER OF DEEDS OFFICE FOR SPARTANBURG COUNTY IN PLAT BOOK 60 AT PAGE 82-84, AND MORE FULLY DESCRIBED AS FOLLOWS:**

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**BEING THE SAME PROPERTY CONVEYED TO ELEANOR S. DOOLY BY DEED OF SOUTHERN BANK AND TRUST COMPANY DATED NOVEMBER 27, 1979 RECORDED NOVEMBER 27, 1979 IN BOOK 47-A AT PAGE 75 IN THE**

**RECORDS FOR SPARTANBURG COUNTY, SOUTH CAROLINA.**

**THEREAFTER ELEANOR S. DOOLY CONVEYED HER INTEREST TO ELEANOR S. DOOLY AND GEARY THOMAS DOOLY BY DEED DATED JULY 30, 2004 AND RECORDED AUGUST 18, 2004 IN BOOK 80-Z AT PAGE 635, IN THE RECORDS FOR SPARTANBURG COUNTY, SOUTH CAROLINA.**

CURRENT ADDRESS OF PROPERTY: 690 Zion Hill Road, Spartanburg, SC 29307

TMS: 7-14-00-010.15

TERMS OF SALE: The successful bidder, other than the Plaintiff, will deposit with the Master In Equity, at conclusion of the bidding, five percent (5%) of his bid, in cash or equivalent, as evidence of good faith, same to be applied to the purchase price in case of compliance, but to be forfeited and applied first to costs and then to the Plaintiff's debt in the case of non-compliance. Should the last and highest bidder fail to comply with the other terms of the bid within thirty (30) days, then the Master In Equity may re-sell the property on the same terms and conditions on some subsequent Sales Day (at the risk of the said highest bidder). Deficiency judgment being demanded, the bidding will not be closed on the day of sale but will remain open for a period of thirty (30) days as provided by law. Plaintiff is demanding a deficiency, the Plaintiff may waive any of its rights, including its right to a deficiency judgment, prior to sale. Purchaser to pay for documentary stamps on the Deed. The successful bidder will be required to pay interest on the amount of the balance of the bid from date of sale to date of compliance with the bid at the rate of 7.25% per annum. The sale shall be subject to taxes and assessments, existing easements and restrictions, easements and restrictions of record and any other senior encumbrances. If the United States is named as a Defendant, the sale shall be subject to the United States right of redemption pursuant to 28 U.S.C. § 2410(c). If the United States is named as a Defendant, the sale shall be subject to the United States (non-IRS) 1 (one) year right of redemption pursuant to 28 U.S.C. § 2410(c).

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 terms and conditions as set forth in the Judgment of Foreclosure and Sale or such terms as may be set forth in a supplemental order.

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The Honorable Gordon G. Cooper  
Master In Equity for Spartanburg County

Brock & Scott, PLLC  
3800 Fernandina Road, Suite 110  
Columbia, SC 29210



Spartanburg Common Pleas

**Case Caption:** Deutsche Bank National Trust Company , plaintiff, et al VS Geary  
Thomas Dooly , defendant, et al  
**Case Number:** 2012CP4203027  
**Type:** Master/Order/Foreclosure & Sale and Form 4

It is So Ordered

s/Judge Gordon G Cooper-3065