

EXHIBIT "B"

DECREE

STATE OF SOUTH CAROLINA
COUNTY OF CHARLESTON

IN THE COURT OF COMMON PLEAS
FOR THE NINTH JUDICIAL CIRCUIT

CASE NO: 2016-CP-10-3130

CDS RESTORATION, LLC,

PLAINTIFF,

**DECREE FOR FORECLOSURE OF
MECHANIC'S LIEN**

V.

MARK AVANT (A/K/A MARK D. AVANT),
NATIONAL BANK OF SOUTH CAROLINA
(A/K/A NBSC, A DIVISION OF SYNOVUS
BANK), AND MILLENNIUM BANK, N.A.,

DEFENDANTS.

FILED
2017 NOV -3 AM 10:56
JULIE J. ARMSTRONG
CLERK OF COURT
BY _____

This Decree should be read together with the Order of Judgment executed by the undersigned on this same date.

FINDINGS OF FACTS

RECEIVED
DEC 08 2017
SC Court of Appeals

1. The Lis Pendens was filed on June 15, 2016.
2. The Summons and Complaint were filed on June 15, 2016.
3. The mechanic's lien was filed and recorded on March 1, 2016 in Book 0538 at Page 057 and re-recorded and filed on December 7, 2016 in Book 0602 at Page 027. Plaintiff, having been awarded judgment, seeks to foreclose its mechanic's lien.
4. The Plaintiff has been awarded judgment against Defendant Mark Avant in the amount of \$181,134.88.
5. The TOTAL DEBT/Judgment due the Plaintiff is \$181,134.88.
6. The Court finds that Wells Fargo Bank, National Association, as the assignee of Mortgage Electronic Registration Systems, Inc. as Nominee for Millennium Bank, N.A. Service, is the First Mortgagee ("Wells Fargo") by virtue of a mortgage given by Defendant in the amount of \$202,800

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dated November 19, 2004 and recorded on December 30, 2004 in Book Z520 at Page 106 in the RMC Office for Charleston County, South Carolina, and assigned to Wells Fargo Bank, National Association by a Corporate Assignment of Mortgage dated May 15, 2017 and recorded on May 22, 2017 in Book 0639 at Page 240.

7. The Court finds that National Bank of South Carolina ("NBSC") is the Second Mortgagee by virtue of an open end mortgage given by Defendant in the amount of \$210,000 dated August 28, 2006 and recorded in Book O598 at Page 043 in the RMC Office for Charleston County.

8. Wells Fargo and/or NBSC 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.

CONCLUSIONS OF LAW

1. The Plaintiff should have judgment of foreclosure of its mechanic's lien, and the encumbered property should be ordered sold at public auction after due advertisement.

2. Defendant Mark Avant shall, prior to the date and time of the sale of the subject property, hereinafter described, pay to the Plaintiff, or the Plaintiff's attorney, the amount of the Judgment as aforesaid, together with the costs and disbursements of this action.

3. On default of payment prior to the date and time of the sale, the premises, hereinafter described, shall be sold by the Master in Equity at public auction, at the Charleston County Courthouse, on the next sales day hereafter, on the following terms, that is to say:

A. FOR CASH: The 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.

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B. Interest on the balance of the bid shall be paid to the day of compliance at the rate of % set by Master per annum. T.L.H.

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

D. Purchaser shall pay for the deed and the cost of recording the deed.

4. If the Plaintiff is the successful bidder at the sale, for a sum not exceeding the Judgment amount plus post-judgment interest, the Plaintiff may pay to the Master in Equity only the amount of the costs and expenses, crediting the balance of the bid on the Plaintiff's Judgment.

5. The Master in Equity will, by advertisement according to law, give notice of the time and place of sale and the terms thereof; and he will execute to the purchaser, or purchasers, a deed to the premises sold. The Plaintiff, or any other party to this action, or any other person may become a purchaser at such sale. Upon such sale being made, should the successful bidder, or his assignee, fail to comply with the terms thereof within thirty (30) days after the date of sale, then the Master in Equity may re-advertise the 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.

6. The 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 the sale; and NEXT: to the payment to the Plaintiff, or the Plaintiff's Attorney, of the amount of the Judgment plus post-judgment interest; and NEXT: Any surplus will be held pending further Order of the Court pursuant to Rule 71(c), SCRPC.

7. In the event the successful bidder is other than the Defendant in possession herein, the Sheriff of Charleston County is hereby directed to eject and remove from the premises the occupant(s) of the property sold, together with any and all personal property located thereon, and to put the successful bidder, or his assigns, in full, quiet and peaceable possession.

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8. 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.

9. 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 property at the time of the filing of the Lis Pendens, and the Grantee; and that the Register of Mesne Conveyances is hereby authorized to omit from the indices pertaining to such conveyance the names of all parties not contained in said deed.

10. The Master in Equity shall retain Jurisdiction to do all necessary acts incident to this foreclosure, including, but not limited to, the issuance of a Writ of Assistance and disposing of any surplus funds pursuant to Rule 71(c), SCRPC.

11. Pending the sale, Defendant Mark Avant is ordered to not take any intentional acts designed to decrease the value of the property, and further is ordered to not further encumber the property (e.g. withdraw money on a home equity line of credit, if such exists). Violation of these orders by the Defendant shall be subject to the contempt powers of this Court. **FURTHER**, NBSC is hereby **enjoined** from making any disbursements from the Second Mortgage or line of credit to Defendant Mark Avant.

12. Should Plaintiff, Plaintiff's attorney, or Plaintiff's agent fail to appear on the day of sale, the property shall not be sold, and in that event any such sale shall be null and void and of no force and effect. The property shall be re-advertised and sold at some convenient sales day thereafter when Plaintiff, Plaintiff's attorney, or Plaintiff's agent is present.

13. Plaintiff does not warrant its title search to purchasers at foreclosure sale or other third parties, who should have their own title search performed on the subject property.

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14. After the Order Confirming Sale and Disbursements has been issued and filed, the Master in Equity shall direct the Register of Mesne Conveyances to release of record the Mechanic's Lien being foreclosed. Plaintiff's mechanic's lien is described as follows:

That certain Mechanic's Lien of CDS Restoration, LLC dated and recorded on March 1, 2016 in Book 0538 at Page 057 and re-recorded and filed on December 7, 2016 in Book 0602 at Page 027.

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

ALL that certain lot, piece or parcel of land, together with all the buildings and improvements therein, situate, lying and being in Mt. Pleasant Heights, Christ Church Parish, No.5, Charleston County, South Carolina and known on the plat or plan of a re-subdivision of Mt. Pleasant Heights made by J. O'Hear Sanders, Jr., January 1950, and recorded in the RMC Office for Charleston County, in Plat Book G Page 99-A as LOT No. 32. Measuring and containing in front on Adluh Street one-hundred (100') feet; the same on the back line and ninety-two and five tenths (92.5') feet in depth. Butting and bounding southeast on Adluh Street; northeast on Lot 33 on said plat; southwest on Lot 51, on said plat; and northwest on Lot 51, on said plat; all as is more fully shown on the plat hereinabove referred to and on the plat of J. O'Hear Sanders, Jr. dated February 21, 1951, which said plat is made a part and parcel of this conveyance.

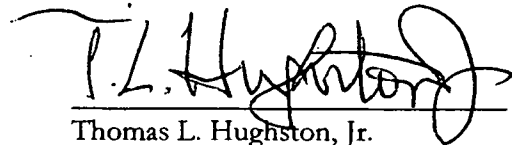
Subject to all restrictions and easements of record.

It being that same property conveyed unto the Mark Avant herein by deed from Alice Marie Garner, dated November 19, 2004 and recorded December 30, 2004 in the RMC Office for Charleston County, South Carolina, in Book X520 at Page 888.

TMS No.: 532-06-00-068

Property Address: 612 Adluh Street, Mt. Pleasant, SC 29464

IT IS SO ORDERED!



Thomas L. Hughston, Jr.
Circuit Court Judge
Ninth Judicial Circuit

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Nov. 2
~~October~~, 2017

Charleston, South Carolina