

**RECEIVED**

FEB 28 2018

**SPECIAL REFEREE  
NOTICE OF SALE  
2015-CP-13-00768**

**SC Court of Appeals**

BY VIRTUE of a decree heretofore granted in the case of: JPMorgan Chase Bank, National Association vs. Fritz A. Timmons, I, the undersigned William O. Spencer, Jr., Special Referee for Chesterfield County, will sell on Monday March 5, 2018 at 11:00 AM, at the County Courthouse, 200 West Main Street, Chesterfield, SC 29709, to the highest bidder:

All that certain piece, parcel or lot of land containing 10.94 acres situate, lying and being located in the County of Chesterfield, State of South Carolina as shown on plat prepared for Gabriel Brown dated October 5, 1993 by Manson Drew Case and recorded in Plat Book 41 at Page 151; said plat being incorporated herein by specific reference thereto.

This being the same property conveyed to Fritz A. Timmons by Deed of Gabriel T. Brown and Amy A. Brown dated May 24, 2001 and recorded May 25, 2001 in Book 387 at Page 1157 in the ROD Office for Chesterfield County.

TMS No. 144 000 000 011

Property address: 1111 Tabernacle Church Road, McBee, SC 29101

2018 JAN 29 PM 12:15  
KIMBERLY C. NILES  
CLERK OF COURT  
CHESTERFIELD COUNTY, S.C.

The Court in its Decree has further made its finding that this mortgage was intended to and specifically secures and collateralizes that certain Mobile Home permanently affixed to the above described real estate in the mortgage being foreclosed and is further provided under the laws of the State of South Carolina, the same being more particularly described as follows:

2001 Horton ECHO Manufactured Home, Serial No. H172739GLR, with any fixtures.

**TERMS OF SALE:** The successful bidder, other than the Plaintiff, will deposit with the Special Referee, at conclusion of the bidding, five percent (5%) of said bid is due and payable immediately upon closing of the bidding, in cash or equivalent, as evidence of good faith, same to be applied to purchase price in case of compliance, but to be forfeited and applied first to costs and then to Plaintiff's debt in the case of non-compliance. In the event of a third party bidder and that any third party bidder fails to deliver the required deposit in certified (immediately collectible) funds with the

Office of the Special Referee, said deposit being due and payable immediately upon closing of the bidding on the day of sale, the Special Referee will re-sell the subject property at the most convenient time thereafter (including the day of sale) upon notification to counsel for Plaintiff. Should the last and highest bidder fail or refuse to comply with the balance due of the bid within 20 days, then the Special Referee may re-sell the property on the same terms and conditions on some subsequent Sales Day (at the risk of the said highest bidder).

Personal or deficiency judgment being demanded, the bidding will remain open for a period of thirty (30) days after the sale date. The Plaintiff may waive its right to a deficiency judgment prior to sale, in which case the bidding will not remain open after the date of sale, but compliance with the bid may be made immediately.

Purchaser to pay for documentary stamps on Special Referee's Deed. The successful bidder will be required to pay interest on the balance of the bid from the date of sale to date of compliance with the bid at the rate of 7.250% per annum.

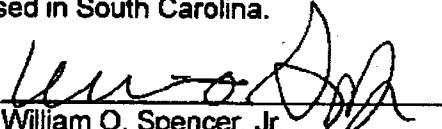
The Plaintiff may waive any of its rights, including its right to a deficiency judgment, prior to sale.

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

This sale is subject to all title matters of record and any interested party should consider performing an independent title examination of the subject property as no warranty is given.

The sale will not be held unless either Plaintiff's attorney or Plaintiff's bidding agent is present at the sale and either Plaintiff's attorney or Plaintiff's bidding agent enters the authorized bid of Plaintiff for this captioned matter. In the alternative, Plaintiff's counsel, if permitted by the Court, may advise this Court directly of its authorized bidding instructions. In the event a sale is inadvertently held without Plaintiff's Counsel or Counsel's bidding agent entering the authorized bid of Plaintiff for this specifically captioned matter, the sale shall be null and void and the property shall be re-advertised for sale on the next available sale date.

Neither the Plaintiff nor its counsel make representations as to the integrity of the title or the fair market value of the property offered for sale. Prior to bidding you may wish to review the current state law or seek the advice of any attorney licensed in South Carolina.

  
William O. Spencer, Jr.  
Special Referee for Chesterfield County

Scott and Corley, P.A.  
Attorney for Plaintiff