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June 15, 2018

HAND DELIVERED

RECEIVED

JUN 15 2018

SC Court of Appeals

The South Carolina Court of Appeals
ATTN: Ms. V. Claire Allen, Deputy Clerk of Court
1220 Senate Street
P.O.Box 11629
Columbia, SC 29201

RE: *Satara Lopez v. Citi Mortgage*
Appellate Case No.: 2018-00106

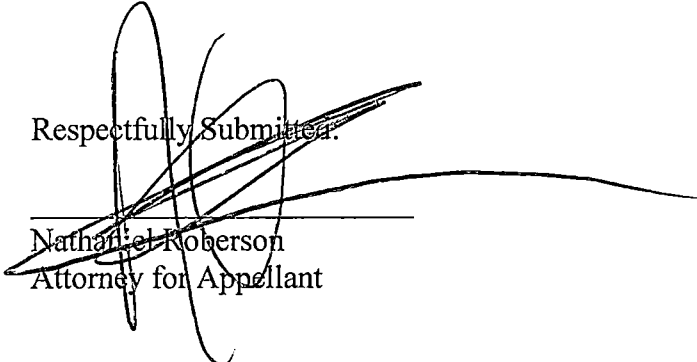
Dear Ms. Allen:

Please find enclosed some of the judgments and orders to be in compliance with Rule 267 of South Carolina Appellate Court Rules, which are as follows:

1. Master In Equity Order and Judgment of Foreclosure and Sale
2. Order Denying Motion Pursuant to Rule 60
3. Order of Reference
4. Master's Report on Sale and Disbursement and Order of Confirmation
5. Order Restoring Case

Please be advised that this is not a complete list of all matters for appellate review as many ruling made by the court were not by written order and in some hearings a Court Reporter was not present.

Respectfully Submitted,


Nathaniel Roberson
Attorney for Appellant

cc:

Drew Walker
Rogers Lewis Attorneys at Law
1901 Main Street, Suite 1200
Columbia, South Carolina 29201 (w/enclosures)

Thad H. Westbrook
Nelson Mullins Riley & Scarborough, LLP
1320 Main St., 17th Floor
Columbia, South Carolina 29201 (w/enclosures)

STATE OF SOUTH CAROLINA)

COUNTY OF RICHLAND)

IN THE COURT OF COMMON PLEAS
FIFTH JUDICIAL CIRCUIT

CitiMortgage, Inc.;

Plaintiff,

vs.

John F. Mitchem, III; Satara C. Lopez;
Francisco A. Lopez; Palmer Memorial
Chapel; Warren W. Wood; Kelly Nicole
Wilson; TBF Financial, LLC; Midland
Funding LLC; Portfolio Recovery
Associates, LLC; Portfolio Recovery
Associates, LLC Assignee of MBNA
America Bank, N.A.; and Westlake
Services, Inc.;

Defendants.

Civil Action No. 2015-CP-40-3832

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

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JUN 15 2018

SC Court of Appeals

JEANETTE W. McBRIDE
C.C.P. & G.S.

2011 DEC 19 PM 2:51

RICHLAND COUNTY
FILED

Pursuant to Rule 53 SCRCF, the above-entitled matter was referred to the undersigned to make appropriate findings of fact and conclusions of law with authority to enter a final judgment. Pursuant to the Order of Reference, a hearing was held on November 7, 2017, beginning at 9:30 AM. Present for the Plaintiff CitiMortgage, Inc. ("Plaintiff") were attorneys Thad H. Westbrook, Sarah B. Nielsen, and Drew Walker. Present for the Defendants Satara C. Lopez and Francisco Lopez ("Lopez Defendants") were attorneys Nathaniel Roberson and Joseph Henry, as well as the Defendant Satara C. Lopez. Defendant John F. Mitchem III ("Defendant Mitchem") was present for the hearing and appeared *pro se*. During the hearing testimony was taken and, having considered the testimony and submissions, I find and conclude as follows:

FINDINGS OF FACT

1. The Lis Pendens, Summons, and Complaint were filed on June 24, 2015.

2. Service was made upon all Defendants as is shown by the Affidavits of Service filed with the Clerk of Court's office.

3. An Answer was filed on behalf of Midland Funding, LLC, through its Attorney Wylie W. Clarkson, on July 29, 2015, asking that its judgment against Defendant Mitchem be deemed valid and for the Court to determine priorities.

4. An Answer and Counterclaim was filed on behalf of the Lopez Defendants, through their attorneys Joseph Henry and Nathaniel Roberson, on July 17, 2015.

5. Defendant Mitchem did not answer, plead, or otherwise respond to the Complaint. He is therefore, in default as is evidenced by the Affidavit and Notice of Entry of Default filed herein. Having failed to answer, plead, or otherwise respond to the Complaint, Defendant Mitchem concedes the allegations of the Complaint.

6. On June 1, 2017, Plaintiff filed a Motion for Partial Summary Judgment as to its quiet title and declaratory judgment claims and the Lopez Defendants' slander of title counterclaim and statute of frauds defense. An Order granting Plaintiff's Motion for Summary Judgment was entered on July 27, 2017. Following the grant of partial summary judgment, only the Plaintiff's foreclosure claim remained pending.

7. As evidenced by the certificates of service on file, all defendants were provided notice of the time, date, and place of the hearing in this matter.

8. According to the Affidavit filed herein, Defendant Mitchem is not in the military service of the United States of America as contemplated under the Servicemembers Civil Relief Act and any amendments thereto.

9. As to the South Carolina Supreme Court's Administrative Order filed on May 22, 2009, the subject loan is held by a participant in the Home Affordable Modification Program, but

is not subject to modification because the borrower was not interested in completing a loan modification review. Defendant Mitchem did not answer and did not contest this allegation, thereby conceding the same.

10. As to South Carolina Supreme Court's Administrative Order filed on May 2, 2011, the real property involved herein is not an "Owner-Occupied Dwelling" as defined in that Order, and a Certification was filed in this matter.

11. During the hearing, the Court called Defendant Mitchem and Defendant Satara C. Lopez to testify. Defendant Mitchem and Defendant Satara C. Lopez were placed under oath, provided testimony and were questioned by counsel for the parties. Having considered the testimony, evidence in the record and submissions, the Court hereby finds in favor of the Plaintiff as follows:

AS TO THE THIRD CAUSE OF ACTION

12. On or about July 10, 2003, the Defendant Mitchem for value received, executed, and delivered to Union Federal Bank of Indianapolis a promissory note in the principal sum of One Hundred Twenty-Six Thousand Three Hundred Fifty and 00/100 (\$126,350.00) Dollars, with interest thereon ("Note").

13. To better secure the payment of the Note, Defendant Mitchem made, executed, and delivered to Union Federal Bank of Indianapolis, a Mortgage in writing, dated July 10, 2003, covering real property in Richland County herein described as 116 Briarcliffe West, Elgin, South Carolina 29045 ("Subject Property"). The Mortgage was recorded on July 15, 2003, and is of record in the Office of Register of Deeds for Richland County in Book 00821 at Page 1225 ("Mortgage").

14. Plaintiff is in possession of the original Note, through its attorneys, and is the servicer of the loan that it is seeking to foreclose.

15. The Mortgage constitutes a first lien on the Subject Property.

16. Payment due on the Note has not been made as provided for therein and is in default, and Plaintiff, as the servicer of the loan, has accelerated the amounts due and placed the Note and Mortgage in the hands of the attorney herein for collection.

17. The sum of Sixty-Three Thousand One Hundred Seventeen and 50/100 (\$63,117.50) Dollars is a reasonable fee to allow as attorneys' fees for Plaintiff's attorneys for services performed and anticipated to be performed until final adjudication of the within action, under the terms of the Note and Mortgage, and considering the affidavits filed herein. Services anticipated to be performed until final adjudication contemplates completion of this matter within a reasonable time and does not include exceptional circumstances delaying conclusion beyond the normal time.

18. The amount due and owing on the Note, secured by the above-referenced Mortgage, with interest at the rate provided in the Note and other costs and expenses of collection, including an attorneys' fee, is as follows:

(A)	Principal Due	\$107,563.41
(B)	Interest to November 30, 2017 at 6.7500%, Per Diem: \$19.89	\$30,828.87
(C)	Late Charges	\$983.28
(D)	Appraisal/BPO Fees	\$258.00
(E)	Real Estate Inspection Fees	\$232.00
(F)	Escrow Advances	\$7,511.78
(H)	Servicing Fees	\$516.97

(F)	Cost of Collection Prior to Hearing (service, filing, etc.)	\$2,145.00
(G)	Attorneys' Fees	\$63,117.50

Total debt secured by the Note and Mortgage,
including interest to November 30, 2017

\$213,156.81

Interest for the period from the date shown in (B) 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 6.75% per annum on the judgment debt should be added to such judgment debt to comprise the amount of Plaintiff's debt secured by the Mortgage through the date to which such interest is computed.

19. Plaintiff is seeking the usual foreclosure of the Mortgage and has not demanded a right to a personal or deficiency judgment against Defendant Mitchem.

20. The following Defendants claim or may claim a lien upon or interest in the Subject Property, and in the event there is a surplus from the sale of the Property, the validity, priority and amount of any such lien claim will be determined at a hearing subsequent to the sale, in accordance with Rule 71(c) SCRCF. The said Defendant(s) and such claims or liens are as follows:

Palmer Memorial Chapel
Case No. 2008CP4002751
Amount: \$5,500.78
Filed: 4/17/08

Warren W. Wood
Case No. 2013CP4003966
Amount: \$5,580.00
Filed: 7/9/13

Kelly Nicole Wilson
Case No. 2014CP4001684
Amount: \$2,340.00

Filed: 3/4/14

TBF Financial, LLC

Case No. 2012CP4001066

Amount: \$4,638.12

Filed: 3/28/12

Midland Funding, LLC

Case No. 2014CP4001926

Amount: \$2,082.64

Filed: 8/6/14

Portfolio Recovery Associates, LLC

Case No. 2014CP4004532

Amount: \$8,265.74

Filed: 10/20/14

Portfolio Recovery Associates, LLC Assignee of MBNA America Bank, N.A.

Case No. 2014CP4003633

Amount: \$7,334.59

Filed: 12/3/14

Westlake Services, Inc.

Case No. 2014CP4007122

Amount: \$12,719.92

Filed: 3/19/15

CONCLUSIONS OF LAW

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED:

1. Plaintiff's Mortgage is declared a first lien mortgage and Plaintiff should have judgment of foreclosure of the Mortgage and the Subject Property should be ordered sold at public auction after due advertisement.
2. Plaintiff has complied with the mandates of the South Carolina Supreme Court's Administrative Order filed on May 22, 2009, and the South Carolina Supreme Court's Administrative Order filed on May 2, 2011.
3. That there is due to Plaintiff on the obligation and Mortgage set forth in the Complaint the sum of Two Hundred Thirteen Thousand One Hundred Fifty-Six and 81/100

(\$213,156.81) Dollars, representing the Total Debt due Plaintiff as set out in paragraph eighteen (18) *supra*, together with interest at the rate provided therein on the balance of principal from the date aforesaid to the date hereof.

4. The amount due in the preceding paragraph (the "Total Debt" as set forth in paragraph eighteen (18) *supra* and later accrued interest on the principal) shall constitute the total judgment debt due Plaintiff and shall bear interest at the rate of 6.75% per cent per annum. The amount of the judgment shall be subject to increase to permit Plaintiff to recover additional costs, commissions, and expenses not included in the judgment figures set forth herein. It may also increase to include supplemental compensation for attorneys' fees not contemplated by the initial fee awarded. Jurisdiction over the fee award and the Total Debt is reserved to facilitate the assessment and payment of any such costs and/or supplemental compensation. Such additional costs, commissions, and expenses may be established by affidavit and shall be adjudicated by the Court without further hearing.

5. That Defendant Mitchem is liable for the aforesaid debt on the Mortgage and shall on or before the date of sale of the Subject Property pay to Plaintiff, or Plaintiff's attorney the amount of Plaintiff's debt as aforesaid, together with the costs and disbursements of this action.

6. That on default of payment at or before the time herein indicated, the mortgaged premises described in the Complaint, as hereinafter set forth, be sold by the undersigned Master in Equity at public auction, at Richland County in South Carolina, on some convenient sales day hereafter (and should the regular day of judicial sales fall on a legal holiday, then and in such event, the sales day shall be on Tuesday next succeeding such holiday), on the following terms, that is to say:

(a) The undersigned Master in Equity will require a deposit of 5% on the amount of the bid (in cash or equivalent) same to be applied on the purchase price only upon compliance with the bid, but in case of non-compliance within twenty (20) days same to be forfeited and applied to the costs and Plaintiff's debt.

(b) Interest on the balance of the bid shall be paid to the day of compliance at the rate of 6.75% percent.

(c) The sale shall be subject to taxes and assessments, existing easements and easements and restrictions of record, and any other senior encumbrances.

(d) Purchaser is to pay for deed stamps and cost of recording the deed.

7. Should the Plaintiff or Plaintiff's agent fail to appear at the time of the sale, the Subject Property shall be withdrawn from sale and sold at the next available sales day upon the terms and conditions as set forth in this Judgment of Foreclosure and Sale.

8. If Plaintiff is the successful bidder at the said sale, for a sum not exceeding the amount of costs, expenses and the indebtedness of Plaintiff in full, Plaintiff may pay to the undersigned Master in Equity only the amount of the costs and expenses crediting the balance of the bid on Plaintiff's indebtedness.

9. A personal or deficiency judgment having been waived, the bidding will not remain open after the date of sale, but compliance with the bid shall be made immediately.

10. 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 will execute to the Purchaser, or Purchasers, a deed to the premises sold. The Plaintiff, or any other party to this action, may become a purchaser at such sale, and that if upon such sale being made, the Purchaser, or Purchasers, should fail to comply with the terms thereof within twenty (20) days after date of

sale, then the undersigned Master in Equity 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.

11. That the undersigned Master in Equity will 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;

NEXT: To the payment to the 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;

NEXT: Any surplus will be held pending further Order of this Court.

12. It is further ORDERED, ADJUDGED AND DECREED that in the event the successful bidder is other than Defendant Mitchem, the Sheriff of Richland County is ordered and directed to eject and remove from the premises 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 premises without delay, and to keep said successful bidder or his assigns in such peaceable possession.

13. And it is further ORDERED, ADJUDGED AND DECREED that Defendant Mitchem, the Lopez Defendants, all other defendants, and all persons whosoever claiming under them, 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.

14. IT IS FURTHER ORDERED that, pursuant to S.C. Code Ann. § 30-9-31 (Supp. 1987), the deed of conveyance made pursuant to said sale shall contain the names of only the first-named Plaintiff, the first-named Defendant, and the Defendant(s) who was the titleholder 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. Said deed of conveyance shall be indexed in the grantor index by the Richland County Register of Deeds in the name of the owner of record of Subject Property immediately prior to execution of the deed, as well as in the name of the undersigned Master in Equity who executes such deed as grantor.

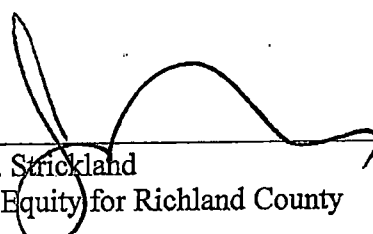
15. The undersigned Master in Equity will retain jurisdiction to do all necessary acts incident to this foreclosure including, but not limited to, the issuance of a Writ of Assistance, any issues concerning the appraisal statutes, and disposing of any surplus funds pursuant to Rule 71(c), SCRCF.

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

All that piece, parcel or lot of land with improvements thereon, situate, lying and being in the County of Richland, State of South Carolina, being designated as Lot No. Three (3), in Block "G" on Map of Briarcliffe Estates Section 1-A, by B.P. Barber & Assoc., Inc., dated February 12, 1975, and recorded in the Office of the RMC for Richland County in Plat Book X, at pages 3383 and 3383-A, and also shown on a plat prepared for Troy R. Staton & Tiffni B. Staton by Cox and Dinkins, Inc., dated September 14, 1994, and recorded in the Office of the RMC for Richland County in Plat Book 55, at page 4644 and being bounded and measuring as follows on last mentioned plat, to wit: On the North by Briarcliffe West, whereon it fronts and measures in a broken line a total distance of 172.17 feet; on the East by Lot No. 4, measuring thereon 100.75 feet; on the Southeast by Lot No. 2, on said plat, measuring thereon 124.95 feet; and on the West by Heathfield Lane, measuring thereon 121.36 feet; be all said measurements more or less.

TMS #:25907-05-01

Property Address: 116 Briarcliffe West, Elgin, SC 29045



Joseph M. Strickland
Master in Equity for Richland County

Columbia, South Carolina

Dec. 7, 2017

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

FORM 4

JUDGMENT IN A CIVIL CASE

CASE NO. 2015-CP-40-3832

CitiMortgage, Inc.

John F. Mitchem III., et. al.

PLAINTIFF(S)

DEFENDANT(S)

Submitted by:

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; ☐ 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 ON 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 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
CitiMortgage, Inc.	John F. Mitchem III	

If applicable, describe the property, including tax map information and address, referenced in the order:
TMS #:25907-05-01

Property Address: 116 Briarcliffe West, Egin, SC 29045

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.

Master in Equity

Judge Code

Date

This judgment was entered on the 19 day of Dec, 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:

Sarah B. Nielsen
P.O. Box 11070, Columbia, SC 29211
ATTORNEY(S) FOR THE PLAINTIFF(S)

COURT REPORTER

Joseph Henry, 1708 B Richland Street, Columbia SC 29201,
Nathaniel Roberson, 1708 Richland Street, Columbia SC 29201
ATTORNEY(S) FOR THE DEFENDANT(S)

CLERK OF COURT

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JUN 15 2018

SC Court of Appeals

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RICHLAND COUNTY