

53 SC&CP - No

STATE OF SOUTH CAROLINA  
COUNTY OF BEAUFORT

IN THE COURT OF COMMON PLEAS

Gateway Mortgage Group, LLC,  
  
PLAINTIFF,  
  
vs.  
  
L.E. Pauli Coffey;  
  
DEFENDANT(S)

SPECIAL REFEREE'S ORDER AND  
JUDGMENT OF FORECLOSURE AND  
SALE

(NON-JURY MORTGAGE FORECLOSURE)

C/A NO: 2016-CP-07-02261

DEFICIENCY WAIVED

**RECEIVED**  
SEP 25 2018  
SC Court of Appeals

TO:

John B. Kelchner  
HUTCHENS LAW FIRM  
Attorney for Plaintiff

J. Kershaw Spong  
ROBINSON GRAY  
Attorney for Plaintiff

L.E. Pauli Coffey  
Defendant *Pro Se*

Pursuant to Rule 53 SC&CP, 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 in the case. Pursuant to the said Order of Reference a hearing was held, attended by the attorneys of record, the testimony was taken, which is reported herewith, and from the testimony and evidence, I find conclude and order as follows:

**PROCEDURAL HISTORY**

1. The Lis Pendens was filed on October 25, 2016.
2. The Summons and Complaint were filed on October 25, 2016.
3. Service was made upon the Defendant named in this Order as is shown by the Proof(s) of Service filed herein.
4. Defendant L.E. Pauli Coffey, ("Defendant"), filed a Motion to Dismiss Mortgage Foreclosure on October 27, 2016, a Response to Plaintiff's Complaint on October 28, 2016, and

Supplemental Response to Plaintiff's Complaint on November 2, 2016. On November 28, 2016, Defendant filed a Response to Plaintiff's Motion for Lis Pendens and Motion to Dismiss Plaintiff's Motion for Lis Pendens.

5. Plaintiff filed a Certificate of Non-Compliance with S.C. Supreme Court Administrative Order 2011-05-02-01 on December 9, 2016. The loan is no longer subject to the Supreme Court of South Carolina's Administrative Order 2011-05-02-01 because the Mortgagor(s) have been served with the required notice of rights, and more than 30 days have elapsed since service upon the Mortgagor(s), and, the Mortgagor(s) have failed, refused, or voluntarily elected not to participate in any foreclosure intervention process.

6. **The Court granted Plaintiff's partial Motion for Summary Judgment on the issue of the validity of the mortgage and denied Defendant's Motions to dismiss the case as shown by that Order filed January 30, 2017.**

7. According to the Affidavit filed herein, no Defendant in default is in the Military Service of the United States of America, as contemplated under the Service members Civil Relief Act, and any amendments thereto.

8. Thereafter, the matter was referred to The Honorable Marvin H. Dukes, III, Master in Equity for Beaufort County as shown by that Order filed January 31, 2017.

9. On February 1, 2017 and February 2, 2017, Defendant filed Motions to Vacate the Judge's January 30, 2017 Order, which were scheduled to be heard on May 9, 2017. Although Defendant's Motions were heard on May 9, no ruling was issued.

10. An Order recusing The Honorable Marvin H. Dukes, III from hearing the matter was filed August 2, 2017.

11. **This matter was referred to R. Thayer Rivers, Jr., as Special Referee by Order of the Court filed August 17, 2017, with jurisdiction and authority to enter final judgment on any and all causes of action contained in this matter.**

12. On September 11, 2017, Plaintiff filed a Motion for Summary Judgment as to the causes of action in its Complaint.

13. Throughout the duration of this case, Defendant has filed various Responses, Requests, Demands and Motions in opposition to Plaintiff's action that are not enumerated herein. Said pleadings reiterate the same allegations and requests for relief pertaining to the

validity of the Mortgage. A hearing on Plaintiff's Motion for Summary Judgment and all outstanding Motions of Defendant took place on October 17, 2017.

14. The Defendant and/or all attorneys of record were notified of the time, date, and place of the hearing in this matter.

15. Present at the hearing were John B. Kelchner of Hutchens Law Firm and J. Kershaw Spong of Robinson Gray, attorneys appearing on behalf of the Plaintiff, and the Defendant, appearing *pro se*.

16. Subsequent to the hearing on October 17, 2017, Defendant continued to file a ~~number of Responses, Requests, Demands and Motions in opposition to Plaintiff's action that are not enumerated herein. A determination as to the those filings has also been made within this~~ Order.

**FINDINGS OF FACT**

**AS TO THE FIRST CAUSE OF ACTION  
(FORECLOSURE OF MORTGAGE)**

1. By virtue of a Deed dated May 21, 2014 and recorded May 22, 2014 in Book 3322 at Page 1628 in the Office of the Register of Deeds for Beaufort County, South Carolina, ("Smock Deed"), Marian B. Youmans as Personal Representative for the Estate of Beulah F. Elliott conveyed to Chris A. Smock, ("Borrower").

2. For value received, Borrower made, executed and delivered a Note dated May 21, 2014, promising thereby to pay to the order of Gateway Mortgage, LLC the sum of One Hundred Ten Thousand Dollars and No Cents (\$110,000.00) with interest at 3.875 percent per annum. Other terms and conditions are stated in the Note, which is of record herein.

3. ~~To better secure the payment of the Note described above, Borrower made, executed and delivered to Mortgage Electronic Registration Systems, Inc., as nominee for Gateway Mortgage, LLC, its successors and assigns a mortgage in writing, dated May 21, 2014, covering real property in Beaufort County, which is the same as that described in the Complaint. The mortgage was filed on May 22, 2014, and is of record in the Office of the Register of Deeds for Beaufort County in Mortgage Book 3322 at page 1636.~~

4. Borrower conveyed the Property to Borrower and Defendant, as Joint Tenants with Right of Survivorship, by virtue of a General Warranty Deed dated May 21, 2014, and

recorded May 22, 2014, in Book 3322 at Page 1632 in the Office of the Register of Deeds for Beaufort County, South Carolina, ("Coffey Deed").

5. By virtue of a mistake, the Mortgage and Coffey Deed were recorded out of sequence and that it was the intent of all parties that the Coffey Deed was intended to be recorded after the Mortgage.

6. Thereafter, Borrower died January 7, 2016 as evidenced in the Beaufort County Probate Court's Office (Estate # 2016-ES-07-00124) leaving the Defendant the sole owner of Property.

7. ~~Thereafter, Defendant~~ conveyed the Property to herself by virtue of a General Warranty Deed dated February 3, 2016, and recorded February 3, 2016, in Book 3459 at Page 3104 in the Office of the Register of Deeds for Beaufort County, South Carolina.

8. Thereafter, by virtue of an assignment dated September 21, 2016 and recorded September 30, 2016, in Mortgage Book 3519 at page 3048, Mortgage Electronic Registration Systems, Inc., as nominee for Gateway Mortgage Group, LLC, its successors and assigns, assigned said mortgage unto Gateway Mortgage Group, LLC making Gateway Mortgage, LLC the present lien holder and Plaintiff herein.

9. The Mortgage constitutes a first mortgage lien and is a purchase money mortgage with the proceeds of the loan being used to purchase the Property.

10. Payment due on the Note has not been made as provided for therein, and the Plaintiff, as the holder thereof, has elected to require immediate payment of the entire amount due thereon and has placed the Note and Mortgage in the hands of the attorney herein for collection.

11. ~~I find that since the inception of this action,~~ Plaintiff's attorney has assumed responsibility for the institution of this action and has searched and updated the title on the subject property from the date the current owner received the property or the date the Mortgage was executed to the date of the filing of the Lis Pendens.

The Firm has been responsible for the preparation of the following pleadings.

1. Notice of Foreclosure Intervention
2. Lis Pendens
3. Summons and Complaint
4. Affidavit of Default

5. Order of Reference
6. Motion for Summary Judgment and Supporting Memorandum
7. Notice of Hearing
8. Proposed Special Referee's Order and Judgment of Foreclosure and Sale
9. Notice of Sale
10. Other documents as applicable pertaining to service, foreclosure intervention and prosecution of the action.

Additionally, the Firm has arranged for service of process on the Defendant and has ~~scheduled and attended the hearing in the matter.~~ Future duties include forwarding copies of the ~~Special Referee's Order and Judgment of Foreclosure and Sale to the Defendant,~~ advising the Defendant(s) of the date that the property will be sold, arranging and coordinating the amount to be bid by Plaintiff, representation of Plaintiff at sale and preparation of after sale documentation as required. In light of the potential liabilities inherent in a foreclosure matter, the attendant responsibilities, the contested nature of the within action, and the outcome obtained for the Plaintiff, I find that the attorneys' fees in the amount of Six Thousand Four Hundred Ninety-Five Dollars and Twenty-Five Cents (\$6,495.25) are reasonable.

12. The amount due and owing on the Note, with interest at the rate provided in the Note, and other costs and expenses of collection, including attorneys' fees, secured by the Note and Mortgage, is as follows:

(a)	Total Principal due as of February 1, 2016	\$	106,439.86
(b)	Interest from January 1, 2016 through July 31, 2018 @ current interest rate of 3.875%	\$	10,650.30
(c)	<del>Escrow Adjustments (debits or credits)</del>	\$	7,760.11
	Insurance	\$	4,209.54
	County Taxes	\$	3,550.57
(d)	Late Charges	\$	540.00
(e)	Property Inspections	\$	540.00
(f)	Appraisal	\$	460.00
(g)	Litigation Fees (Fed. Ct. case)	\$	3,225.00
(h)	Unapplied Funds	\$	(501.80)

(i)	Foreclosure Costs	\$	1,343.87
(j)	Attorney Fees	\$	6,495.25
	<b>TOTAL DEBT</b>	\$	<b>136,952.59</b>

Interest for the period from the date shown in (b) above, through the date of this Judgment at the 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 current rate of Three and 875/1000 (3.875%) per annum (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 Plaintiff's debt secured by the mortgage through the date to which such interest is computed.~~

13. ~~That the Plaintiff specifically waives its rights to a deficiency judgment in the event the sale of the real estate herein does not yield a sum sufficient to satisfy all indebtedness due to the Plaintiff, including costs and attorney fees.~~

14. Since a personal or deficiency judgment is being waived, the bidding will not remain open but compliance with the bid may be made immediately.

15. The servicer is participating in the Home Affordable Modification Program (HAMP) but the loan is not subject to HAMP because it is an VA Loan and was originated after January 1, 2009.

AS TO THE SECOND CAUSE OF ACTION  
(REFORMATION OF MORTGAGE)

16. That due to a mistake by the parties, the legal description of the Mortgage inadvertently failed to reference the recording date, book and page of the plat.

17. ~~That it was the mutual intent of the parties herein that the legal description of the Mortgage make reference to that plat recorded May 22, 2014 in Deed Book 3322 at Page 1631, Book 3322 at Page 1635 and recorded February 3, 2016 in Deed Book 3459 at Page 3107 in the Office of the Register of Deeds for Beaufort County, South Carolina.~~

18. That Plaintiff has sought that the Mortgage be reformed to designate and encumber the property as a portion of Lot 4, Block A as shown in the plat recorded May 22, 2014 in Deed Book 3322 at Page 1631, Book 3322 at Page 1635 and recorded February 3, 2016 in Deed Book 3459 at Page 3107 in the Office of the Register of Deeds for Beaufort County, South Carolina.

19. Plaintiff has alleged that irreparable harm and prejudice will be suffered by Plaintiff if the Mortgage is not reformed as the present collateral under the mortgage is without sufficient equity to secure the debt.

20. Plaintiff has moved for a reformation of the Mortgage to correct the legal description to read as follows:

ALL THAT CERTAIN piece, parcel or lot of land situate, lying and being in Beaufort County, South Carolina, known and designated as a portion of Lot 4, Block A, being shown and designated on a plat prepared by David E. Gasque, RLS, dated May 19, 2014 and recorded May 22, 2014 in Deed Book 3322 at Page 1631, Book 3322 at Page 1635 and recorded February 3, 2016 in Deed Book 3459 at Page 3107 in the Office of the Register of Deeds for Beaufort County, South Carolina and made a part hereof.

**STANDARD OF REVIEW**

“The purpose of summary judgment is to expedite dispositions of cases which do not require the services of a fact finder.” *George v. Fabri*, 345 S.C. 440, 452, 548 S.E.2d 868, 874 (2001). A motion for summary judgment must be granted “if the pleadings, depositions, answers to interrogatories, and admissions on file, together with the affidavits, if any, show that there is no genuine issue as to any material fact and that the moving party is entitled to a judgment as a matter of law.” *Standard Fire v. Marine Contracting*, 301 S.C. 418, 421, 392 S.E.2d 460, 462; Rule 56(c), SCRPC. If the non-moving party has not shown a genuine issue of material fact, “summary judgment, if appropriate, shall be entered against him.” Rule 56(e), SCRPC.

“Once the party moving for summary judgment meets the initial burden of showing an absence of evidentiary support for the opponent’s case, the opponent cannot simply rest on mere allegations or denials contained in the pleadings.” *Regions Bank v. Schmauch*, 354 S.C. 648, 660, 582 S.E.2d 432, 438, (Ct. App. 2003) (citing Rule 56(c), SCRPC; *SSI Med. Servs., Inc. v. Cox*, 301 S.C. 493, 497, 392 S.E.2d 789, 792 (1990); *Peterson v. W. Am. Ins. Co.*, 336 S.C. 89, 94, 518 S.E.2d 608, 610 (Ct. App. 1999)). “Rather, the nonmoving party must come forward with specific facts showing there is a genuine issue for trial.” *Id.* To avoid the granting of a Motion for Summary Judgment by Plaintiff, “[i]t is not sufficient that one create an inference which is not reasonable. Similarly, it is not sufficient that one create an issue of fact that is not genuine.” *Main v. Corley*, 281 S.C. 525, 527, 316 S.E.2d 406, 407, (1984). “The trial court should grant summary judgment against a party who has failed to make a showing sufficient to establish the existence of an essential element of that party’s case.” *Harris v. Rose’s Stores*, 315

S.C. 344, 346, 433 S.E.2d 905, 906, (Ct. App. 1993) (citing *Celotex Corp. v. Catrett*, 477 U.S. 317, 106 S. Ct. 2548, 91 L. Ed. 2d 265 (1986)).

### CONCLUSIONS OF LAW

#### AS TO THE FIRST CAUSE OF ACTION (FORECLOSURE OF MORTGAGE)

Plaintiff has established that it is entitled to relief through the provision of accurate and indisputable facts necessary to prove its right to foreclose on the Property. Plaintiff is entitled to foreclose the property because Borrower has breached the terms of the Note and Mortgage. An ~~action for foreclosure of a mortgage is~~ in essence, that of breach of contract. "The elements for a ~~breach of contract are the existence of the contract, its breach, and the damages caused by such breach.~~" *South Glass & Plastics Co. v. Kemper*, 399 S.C. 483, 491-92, 732 S.E.2d 205, 209 (Ct. App. 2012) (citing *Fuller v. Eastern Fire & Casualty Ins. Co.*, 240 S.C. 75, 89, 124 S.E.2d 602, 610 (1962)).

In its Complaint, Plaintiff alleges a binding contract was entered into by the parties and that Borrower signed the Note and Mortgage. Plaintiff further alleges in its Complaint that Borrower breached and unjustifiably failed to perform under the terms of the contract by virtue of her failure to make the monthly payments as they became due. Further, the Affidavit confirms that Borrower failed to make the monthly payments on the Loan as agreed, that the Loan is in default, and that the default has not been cured. Plaintiff's Affidavit also confirms the amount owed to Plaintiff by Borrower on the Loan, thereby satisfying the third and final element of this cause of action.

Further, Plaintiff has provided a transaction history of the Loan detailing the Borrower's ~~performance under the contract~~ ("Payment History"), which reflects the February 1, 2016 ~~payment as the next payment due on the Loan~~. The Payment History is a direct product of Plaintiff's business records that were created at or near the time by, or from information provided by, persons with knowledge of the activity. The transactions reflected in these records are kept and maintained by Plaintiff in the ordinary course of business activity regularly conducted by Plaintiff, and it is Plaintiff's regular practice to make and update such records. *Deep Keel, LLC v. Atl. Private Equity Grp., LLC*, 413 S.C. 58, 70-74, 773 S.E.2d 607, 613-15 (Ct. App. 2015) (discussing the admission of business records under the business records exception to the hearsay rule and admission of testimony concerning the contents of business records when the records

are also introduced as evidence). Accordingly, based on the evidence submitted by Plaintiff in this matter, Plaintiff has proven "the existence of the contract, its breach, and the damages caused by such breach." *Kemper*, 399 S.C. at 491-92, 732 S.E.2d at 209.

"Once the debt and default have been established, the mortgagor has the burden of establishing a defense to foreclosure such as lack of consideration, payment, or accord and satisfaction." *U.S. Bank Trust National Association v. Bell*, 385 S.C. 364, 684 S.E.2d 199, 205 (S.C. Ct. App. 2009) (quoting *Bandy v. Bandy*, 187 S.C. 410, 413, 197 S.E. 396, 397 (1938). ~~"When nonmoving party has the burden of proof, the moving party may point out the absence of evidence to support the nonmoving party's case, and the nonmoving party must come forward with specific facts showing that there is a genuine issue for trial."~~ *Hedgepeth v. AT&T Co.*, 348 S.C. 340, 354, 559 S.E.2d 327, 335 (Ct. App. 2001.)

Defendant has failed to provide any evidence showing that Plaintiff's allegations are inaccurate. In her various pleadings and motions, Defendant fails to specify her defenses with respect to the breach of the Note and Mortgage and amount of the debt. Defendant sets forth no facts controverting the Borrower's execution of the Note and Mortgage, Plaintiff being the holder of the Note, or Borrower defaulting on the loan prior to the filing of the action. She only consistently denies the validity of the Mortgage and claims that it does not attach to the Property. As this Court has already decided that the Mortgage is valid by granting Plaintiff's prior Motion for Summary Judgment, Defendant has failed to meet the burden of proof necessary to establish a defense to the foreclosure. As a result, there is no dispute that Borrower entered into a binding contract, failed to perform under and breached said contract by failing to make monthly payments on the Loan as they became due, and that Plaintiff has sustained damages as a direct ~~and proximate result of Borrower's breach.~~ Therefore, no genuine issue as to any material fact exists and Plaintiff is entitled to summary judgment as a matter of law.

AS TO THE SECOND CAUSE OF ACTION  
(REFORMATION OF MORTGAGE)

"A contract may be reformed on the ground of mistake when the mistake is mutual and consists in the omission or insertion of some material element affecting the subject matter or the terms and stipulations of the contract, inconsistent with those of the parol agreement which necessarily preceded it." *Independence Nat'l Bank v. Buncombe Prof'l Park, LLC*, 402 S.C. 514, 521, 741 S.E.2d 572, 576 (Ct. App. 2013) (quoting *George v. Empire Fire & Marine Ins.*

Co., 344 S.C. 582, 590, 545 S.E.2d 500, 504 (2001) (quoting *Crosby v. Protective Life Ins. Co.*, 293 S.C. 203, 206, 359 S.E.2d 298, 300 (Ct. App. 1987)). "A mistake is mutual where both parties intended a certain thing and by mistake in the drafting did not obtain what was intended." *Id.* (quoting *George*) (quoting *Crosby*, 293 S.C. at 206, 359 S.E.2d at 300). "Reformation is the remedy by which writings are rectified to conform to the actual agreement of the parties." *Id.* (quoting *Crosby*, 293 S.C. at 206, 359 S.E.2d at 300 (quoting *Crewe v. Blackmon*, 289 S.C. 229, 234, 345 S.E.2d 754, 757 (Ct. App. 1986)). "Before equity will reform a contract, the existence of a mutual mistake must be shown by clear and convincing evidence." *Id.* (quoting *George*) (quoting *Crosby*, 293 S.C. at 206, 359 S.E.2d at 300).

Plaintiff seeks to reform the mortgage to cure a defect in title resulting from the omission of a plat reference in the legal description. This omission of a material element, a portion of the legal description, affects the subject matter of the Mortgage. A mutual mistake caused this omission because both parties intended for the Property to be encumbered by the Mortgage and serve as security for the Note. Plaintiff is only seeking to correct a scrivener's error that occurred in the drafting of the Mortgage. Plaintiff has shown that it would suffer irreparable harm and prejudice if the Mortgage is not reformed as the present collateral under the Mortgage is without sufficient equity to secure the debt.

Defendant has not alleged any facts which would contradict the claims made by Plaintiff in its pleadings. Defendant merely maintains that Plaintiff's Mortgage does not encumber the Property and makes no reference to the omission of the Plat reference. As this Court has already decided that the Mortgage is valid and encumbers the whole of the Property, no genuine issue as to any material fact exists and Plaintiff is entitled to summary judgment as a matter of law as to its cause of action for reformation of mortgage.

#### AS TO DEFENDANT'S MOTIONS AND OTHER FILINGS

Defendant has failed to establish sufficient grounds to vacate the Court's January 30, 2017 Order granting Plaintiff partial summary judgment as to the validity of the Mortgage and denying Defendant's Motion to Dismiss. Furthermore, Defendant has failed to assert a proper basis to consider any of her documentation subsequent to her February 1, 2017 and February 2, 2017 Motions that could be perceived to be Motions or any other pleadings in which she requests relief from the Court. Defendant's Responses, Requests, Demands and Motions in opposition to Plaintiff's action filed after the October 17 hearing lack any merit whatsoever and any relief

requested in those filings should be denied. Therefore, any and all such motions for relief, filed prior to and after the October 17, 2017 hearing, should be denied.

I, therefore, conclude as follows:

The Plaintiff's Motion for Summary Judgment should be granted as to its causes of action for foreclosure and reformation of mortgage, Plaintiff should have judgment of foreclosure of the subject mortgage, Property should be ordered sold at public auction after due advertisement. Defendant's Motions to Reconsider the January 30, 2017 Order of this Court and any and all ~~Motions filed by Defendant~~ subsequently should be denied.

**IT IS THEREFORE ORDERED, ADJUDGED AND DECREED:**

1. ~~Defendant's Motions to Reconsider the January 30, 2017 Order of this Court and any and all of Defendant's Responses, Requests, Demands and Motions in opposition to Plaintiff's action filed prior to and after the October 17, 2017 hearing are hereby denied.~~
2. There is due to the Plaintiff on the obligation and mortgage set forth in the Complaint the sum of One Hundred Thirty-Six Thousand Nine Hundred Fifty-Two and 59/100 Dollars (\$136,952.59) representing the "Total Debt" due Plaintiff as set forth supra, together with interest at the rate provided therein on the balance of principal from the date aforesaid to the date hereof.
3. The amount due in the preceding paragraph (the "Total Debt" as set forth supra and later accrued interest on the principal) shall constitute the total judgment debt due the Plaintiff and shall bear interest hereafter at the current rate of 3.875% percent per annum.
4. That the Borrower liable for the aforesaid mortgage debt shall, on or before the date of sale of the property hereinafter described, pay to the Plaintiff, or Plaintiff's attorney the ~~amount of Plaintiff's debt as aforesaid, together with the costs and disbursements of this action.~~
5. ~~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 Special Referee at public auction at the County Court House in Beaufort County, South Carolina, on some convenient sales day hereafter, on the following terms, that is to say:~~
  - A. FOR CASH: The Special Referee will require a deposit of Five percent (5%) on the amount of the bid (in cash or equivalent) at the time of the sale, same to be applied on the purchase price only upon compliance with the bid, but in case of non-

NEXT: To the payment to the Plaintiff or Plaintiff's attorney, of the amount of Plaintiff's debt and interest, so much thereof as the purchase money will pay on the same.

NEXT: Any surplus will be held pending further order of the court.

10. 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 Defendant in possession herein, the Sheriff of Beaufort County is 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.

11. And it is further ORDERED, ADJUDGED AND DECREED that each Defendant and all persons whomsoever claiming under him, her or 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.

12. And it is further ORDERED, ADJUDGED AND DECREED that any prior lien that has been paid in full is hereby satisfied and canceled of record.

13. IT IS FURTHER ORDERED that the Deed of conveyance made pursuant to said sale shall contain the names of only the first named Plaintiff and the first named Defendant and the Defendant who was the titleholder of the mortgaged property at the time of filing of the Notice of Pendency of the within action, and the name of the Grantee, and the Special Referee is authorized to omit from the indices pertaining to such conveyance the names of all parties not contained in said Deed.

14. **The Special Referee will retain jurisdiction to do all necessary acts incident to this foreclosure including, but not limited to, the issuance of a Writ of Assistance.**

15. Upon issuance of a Special Referee's Report on Sale and Disbursements, the Register of Deeds is directed to release of record the mortgage lien being foreclosed, which mortgage lien is described as follows:

That Mortgage originally given to Mortgage Electronic Registration Systems, Inc., as nominee for Gateway Mortgage, LLC, its successors and assigns by Chris A. Smock, dated May 21, 2014 and recorded May 22, 2014, in Mortgage Book 3322 at page 1636.

compliance within Thirty (30) 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 current rate of 3.875% percent.

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

D. The Mortgage constitutes a first mortgage lien and is purchase money mortgage with the proceeds of the loan being used to purchase the property.

~~E. The Purchaser is to pay for the deed preparation, for Deed Stamps and costs of recording the Deed.~~

F. If the successful bidder is a third party other than the Plaintiff, interest on the balance of the bid shall be paid to the date of compliance at the rate listed in the figures above.

6. If Plaintiff be 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, Plaintiff may pay to the undersigned Special Referee only the amount of the costs and expenses crediting the balance of the bid on Plaintiff's indebtedness.

7. Personal or deficiency judgment having been waived, the bidding will not remain open after the date of sale and compliance with the bid may be made immediately.

8. That the Special Referee 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 Thirty (30) days after date of sale,~~ then the Special Referee 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.

9. That the Special Referee will apply the proceeds of the sale as follows:

FIRST: To 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.

16. This Court has granted Plaintiff's cause of action for reformation of its Mortgage and, therefore, the following is a description of the premises herein ordered to be sold:

ALL THAT CERTAIN piece, parcel or lot of land situate, lying and being in Beaufort County, South Carolina, known and designated as a portion of Lot 4, Block A, being shown and designated on a plat prepared by David E. Gasque, RLS, dated May 19, 2014 and recorded May 22, 2014 in Deed Book 3322 at Page 1631, Book 3322 at Page 1635 and recorded February 3, 2016 in Deed Book 3459 at Page 3107 in the Office of the Register of Deeds for Beaufort County, South Carolina and made a part hereof.

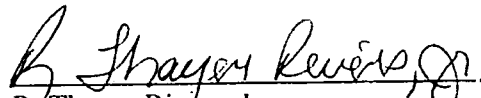
THIS BEING the same property conveyed to Chris A. Smock by virtue of a Deed by Marian B. Youmans as Personal Representative for the Estate of Beulah F. Elliott dated May 21, 2014 and recorded May 22, 2014 in Book 3322 at Page 1628 in the Office of the Register of Deeds for Beaufort County, South Carolina.

THEREAFTER, Chris A. Smock conveyed subject property to Chris A. Smock and L. E. Pauli Coffey, as Joint Tenant with Right of Survivorship, by virtue of a General Warranty Deed dated May 21, 2014 and recorded May 22, 2014 in Book 3322 at Page 1632 in the Office of the Register of Deeds for Beaufort County, South Carolina. Thereafter, Chris A. Smock died January 7, 2016 leaving L.E. Pauli Coffey the sole owner of subject property.

THEREAFTER, L.E. Pauli Coffey conveyed subject property to L.E. Pauli Coffey by virtue of a General Warranty Deed dated February 3, 2016 and recorded February 3, 2016 in Book 3459 at Page 3104 in the Office of the Register of Deeds for Beaufort County, South Carolina.

1707 Palmetto Drive  
Beaufort, SC 29902  
TMS# R100-026-00A-0186-0000

17. IT IS FURTHER ORDERED that if the Plaintiff or the Plaintiff's representative does not appear at the scheduled sale of the above-described property, then the sale of the property will be null, void and of no force and effect. In such event, the sale will be rescheduled for the next available sales day.

  
R. Thayer Rivers, Jr.  
Special Referee

8-24-18  
Ridgeland, South Carolina