

THE STATE OF SOUTH CAROLINA
In the Court of Appeals

APPEAL FROM CHARLESTON COUNTY
Court of Common Pleas

Honorable Mikell R. Scarborough
Trial Court Case No. 2014-CP-10-07484

Appellate Case No. 2018-002228

RECEIVED

JAN 07 2019

SC Court of Appeals

Bernard Murray and Roland Murray, Appellants.

v.

Bayview Loan Servicing, LLC, a Delaware Limited Liability Company; Isabelle Murray; County of Charleston, and South Carolina Department of Revenue, Respondents,

**RETURN IN OPPOSITION TO
REQUEST FOR EXTENSION OF TIME TO FILE ORDER ON APPEAL**

Respondent Bayview Loan Servicing, LLC, a Delaware Limited Liability Company (“Bayview”), by and through its undersigned counsel, hereby submits this Return in Opposition to Appellants Bernard Murray and Roland Murray’s (“Appellants”) Motion for Extension of Time to File Order on Appeal (“Motion”). For the reasons outlined herein, the request should be denied.

PROCEDURAL HISTORY OF APPEAL

The above-captioned appeal was noticed on November 2, 2018 but the notice of appeal failed to include copies of any orders Appellants purport to appeal.

ARGUMENT

- I. Failure to include Order being appealed deprives this Court of jurisdiction.

Appellant's failure to include the Order required under Rule 203(d)(1)(B)(ii), SCACR, deprives this Court of jurisdiction to hear the appeal because it is a required component of the Notice of Appeal. See Rule 203(d)(1)(B)(ii), SCACR.

II. Notice of Appeal was not otherwise timely-filed and this case should be dismissed.

The Charleston County Master-In-Equity ("Master") signed a final order on August 21, 2018 ("Foreclosure Order") that was entered with the Clerk of Court's Office ("Clerk") on August 27, 2018. See Exhibit A. The Clerk mailed first class notice to "all counsel of record and/or all parties entitled to receive notice" on August 29, 2018. See Exhibit B. The undersigned counsel inquired as to the status of the Foreclosure Order by email with the Master's staff on September 18, 2018.

The Master's Judicial Law Clerk emailed all counsel of record, including Appellant's counsel, on September 18, 2018, stating the following:

Mr. Walker,

The order was filed in the clerks (sic) office on August 27, 2018. A scanned copy can be found online. If you have any further questions, please let me know.

Best,

Martha "Marti" Dennis, Esq.

(emphasis added). Ms. Dennis emailed this to Appellant's counsel's (Willie Heyward, Esq.) email address as listed with the South Carolina Bar AIS system: wheyward80@gmail.com, as well as his other personal email address of Heywarddwith@msn.com. See Exhibit C. This email constitutes "receipt of written notice of the entry of the order." See Rule 59(e), SCRCF; see also Rule 203(b)(1), SCACR; see also Wells Fargo Bank, N.A. v. Fallon Properties South Carolina.

LLC, 413 S.C. 642, 776 S.E.2d 575 (2015). The Foreclosure Order constitutes a final order that ordered the subject real property to be sold October 2, 2018.

Under the Appellants' Notice of Appeal, they wish to appeal the Master's Order dated October 18, 2018 ("Order on Post-trial Motion"). See Exhibit D. Appellants styled this motion as "Defendant Roland Murray and Bernard Murray's Motion to Set-Aside Foreclosure Sale" ("Post-trial Motion"). See Exhibit E. The Post-trial Motion was filed October 2, 2018, and it was never served by Appellants on counsel of record. The Post-trial Motion was filed on the date of the scheduled Foreclosure Sale, October 2, 2018. The Post-trial Motion was filed more than ten days after September 18, 2018, when the Master's Judicial Law Clerk provided Appellant's counsel written notice of the entry of the Foreclosure Order. This appeal was filed on November 2, 2018, more than thirty days after September 18, 2018.

Appellants did not file any post-trial motions within ten days of August 29, 2018 or September 18, 2018. Appellants did not file an appeal to The South Carolina Court of Appeals within thirty days of August 29, 2018 or September 18, 2018. The South Carolina Court of Appeals lacks jurisdiction to hear this matter. See Wells Fargo Bank, N.A. v. Fallon Properties South Carolina, LLC, 413 S.C. 642, 646-47, 776 S.E.2d 575, 577-578 (2015).

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CONCLUSION

Having failed to timely file the Notice of Appeal and the accompanying Order, Bayview respectfully requests that this Court deny Appellant's Motion due its lack of jurisdiction.



Drew B. Walker (SC Bar No. 78271)
Rogers Lewis Jackson Mann & Quinn, LLC
PO Box 11803
Columbia, SC 29211
P: 803-256-1268
F: 803-252-3653
*Attorney for Bayview Loan Servicing, LLC, a
Delaware Limited Liability Company*

Columbia, South Carolina

1/7, 2019

EXHIBIT

A

STATE OF SOUTH CAROLINA

COUNTY OF CHARLESTON

Bayview Loan Servicing, LLC, a Delaware
Limited Liability Company,

PLAINTIFF,

vs.

Isabelle Murray, William Murray, Bernard
Murray, Roland Murray, County of
Charleston, and South Carolina Department of
Revenue,

Defendants.

IN THE COURT OF COMMON PLEAS

CIVIL ACTION NO.: 2014-CP-10-07484

FILED
JULIE M. COLEMAN
CLERK OF COURT
2018 AUG 27 PM 12:11

**ORDER GRANTING PLAINTIFF'S
MOTION FOR PARTIAL SUMMARY
JUDGMENT
AND ORDER FOR JUDICIAL SALE**

This Court held a hearing on May 8, 2018, for argument on Plaintiff's Motion for Partial Summary Judgment filed on March 22, 2018 pursuant to Rule 56 of the South Carolina Rules of Civil Procedure ("Motion"). The Motion sought a ruling as a matter of law that Plaintiff could foreclose the interest of all Defendants, including those of Defendant Roland Murray and Defendant Bernard Murray.

Attorney Drew B. Walker, Esq. appeared for the Plaintiff. Defendant Roland Murray, along with his counsel and counsel for Defendant Bernard Murray, Willie Heyward, Esq., attended the hearing. No other Defendant or their counsel attended the hearing, or opposed the relief sought by Plaintiff in its Motion. Based upon the motion filed, the arguments and the proof made of the facts and circumstances alleged in the pleadings, I find that Plaintiff is entitled to judgment as a matter of law and that there exists no genuine issue of material fact. I further find and conclude as follows:



(1) By virtue of that Deed of Distribution conveying the subject real property described in the Plaintiff's Lis Pendens ("Subject Property") from the Estate of James Murray into Isabelle Murray recorded in Book M481 at Page 433 in the Charleston County R.M.C. on January 15, 2004, I find that Isabelle Murray was the record title holder of the Subject Property on November 25, 2005 when the Subject Mortgage described in Paragraph 5 of Plaintiff's Complaint was entered between Plaintiff's predecessor and Isabelle Murray.

(2) I find that Plaintiff is protected as a lender under S.C. Code § 62-3-910 (2012) from any claims of Isabelle Murray, William Murray, Bernard Murray and Roland Murray.

(3) While I note the arguments of Mr. Heyward at the hearing with regard to *Res Judicata* concerning Civil Action No. 2009-CP-10-2245 ("Prior Action"), I hold that *Res Judicata* does not apply as a defense in this matter as to Plaintiff's claims since Plaintiff was not a party to the Prior Action.

(4) While I do not base my ruling in this Order on the Exhibits filed in the Motion, I do find that Defendant Bernard Murray and Defendant Roland Murray did not respond to Request to Admit #2 that was served on them January 5, 2018, and I note the Exhibits filed in the Motion including the transcript attached as Exhibit 1.

(5) In addition to my findings in this action in that Order recorded on March 21, 2018 foreclosing any right, title and interest of all Defendants except a disputed interest of each Defendant Bernard Murray and Defendant Roland Murray, I now find that any right, title and interest that Defendant Bernard Murray and Defendant Roland Murray may claim is hereby foreclosed with the equity of redemption forever barred.

NOW, THEREFORE, IT IS ORDERED THAT Plaintiff's Mortgage should be declared a first mortgage lien and Plaintiff should have judgment of foreclosure of the Mortgage as to any

A handwritten signature in black ink, appearing to be the initials 'AM' or similar, located in the bottom right corner of the page.

right, title or interest claimed by Defendant Bernard Murray and Defendant Roland Murray with the equity of redemption forever barred. A copy of this Order may be filed with the Charleston County Register of Mesne Conveyances.

IT IS FURTHER ORDERED THAT the interests of all parties have been determined to be subject to Plaintiff's mortgage and the foreclosure thereof, therefore the subject property should be scheduled for judicial sale pursuant to the following terms.

1) On default of payment of the Total Debt (plus interest at the rate of 9.8892%) contained in that Order recorded on March 21, 2018, at or before the time therein indicated, the mortgaged premises described in the Complaint, as hereinafter set forth, shall be sold by the Master in Equity, at public auction, at 11:00 a.m. at the County Courthouse in Charleston, 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 some other day appointed by the Court), on the following terms, that is to say:

2) For cash: The Master in Equity, will require, at the time of the bid, a deposit of 5% of the amount of the bid (in cash or equivalent) same to be applied to purchase price if compliance is made, but in the event of non-compliance, the deposit may be forfeited without further hearing and applied first to the costs of the action and then to plaintiff's debt. Should the successful bidder at the regularly conducted sale fail or refuse to make the required deposit at time of bid or comply with the other terms of the bid within thirty (30) days, then the property may be re-sold on the same terms and conditions on some subsequent Sales Day, but at the risk of the defaulting bidder(s).

3) Interest on the balance of the bid shall be paid through the day of compliance at the rate of 9.8892%.

Handwritten note: Sale set for
October 2, 2018
3 1

4) Purchaser shall pay for any statutory commission on sale from the proceeds of sale, deed preparation, costs of recording the deed, and deed stamps.

5) A 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.

6) The sale is subject to assessments, county taxes, existing easements, easements and restrictions of record, and other senior encumbrances.

7) The Master in Equity, will, by advertisement according to law, give notice of the time and place of such 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 if, upon such sale being made, the purchaser, or purchasers, should fail to comply with the terms thereof within thirty (30) days after the conclusion of the bidding, then the 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.

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

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

10) The 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 (including attorney fees) or so much thereof as the purchase money will pay on the same;

NEXT: Any surplus should be held pending further Order of this court.

11) In the event the successful bidder is other than the Defendant(s) in possession of the subject property, upon full compliance and title by deed from the Court vested into such purchaser, and upon issuance of a Writ of Assistance by the Court, the Sheriff of Charleston 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 purchaser 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. All valid tenant rights shall be protected pursuant to the Protecting Tenants at Foreclosure Act of 2009.

12) In the event the successful purchaser is someone other than the Defendant(s) in possession of the subject property, and the occupants have voluntarily vacated the property or have been ejected from the property leaving furnishings, fixtures and items not subject to Plaintiff's Mortgage is said property, and title by deed from the Court is vested into such purchaser, the Purchaser is authorized to remove from the property all furnishings, fixtures and items not subject to the lien of Plaintiff's Mortgage. The personal property, being deemed abandoned, shall be removed by the Purchaser or its agents from the subject property by placing said property on the public street or highway or by any other means.

A handwritten signature in black ink, appearing to be the initials 'MS' or similar, located in the bottom right corner of the page.

13) In accordance with S.C. Code Ann. §30-9-31, the deed of conveyance made pursuant to said sale shall be indexed by the R.O.D. 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 Master in Equity, who executes such deed as grantor.

14) The undersigned 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) The following is a description of the premises herein ordered to be sold:

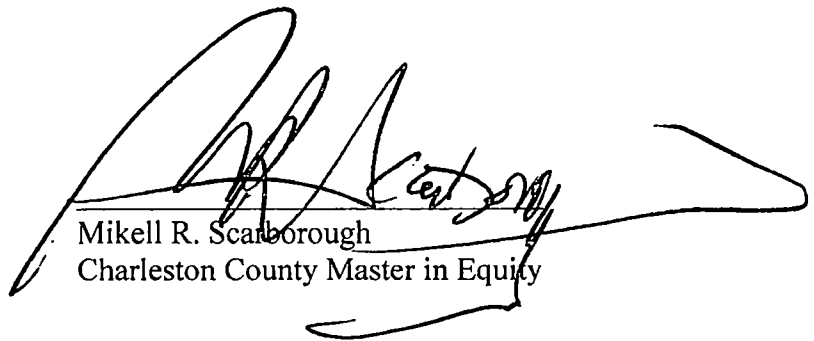
All those lots, pieces, or parcels of land, situate, lying and being in Maryville, Section, St. Andrews Parish, County of Charleston, State of South Carolina, and known and designated as Lots no. 7 and 8 on a plat of G.M. Howe, Surveyor, dated April 4, 1953, and recorded in the RMC Office for Charleston County in Plat Book "J", Page 129, and having such distances, metes, dimensions, and buttings and boundings as are shown by reference to the aforesaid plat on record, which plat is incorporated herein as part and parcel of this deed of conveyance.

Being that parcel of land conveyed to Isabelle Murray from Estate of James Murray by that Deed of Distribution dated January 6, 2004 and recorded January 15, 2004 in Deed Book M481, at Page 433 of the Charleston County, SC Public Registry.

TMS No. 418-11-00-158

Property Address: 833 5th Avenue, Charleston, SC 29407

AND IT IS SO ORDERED.


Mikell R. Scarborough
Charleston County Master in Equity

August 21, 2018

Charleston, South Carolina

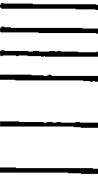
EXHIBIT

B

JULIE J. ARMSTRONG
CLERK OF COURT, C.P. & G.S.
100 BROAD STREET, SUITE 106
CHARLESTON, SC 29401-2258
RETURN SERVICE REQUESTED



clerkofcourt.charlestoncounty.org



143



ANDREW BRYANT WALKER
PO BOX 11803
COLUMBIA SC 29211-1803

NOTICE OF ENTRY OF JUDGMENT/ORDER PURSUANT TO RULE 77 SCRPC

Master's Order granting Motion for Partial Summ Judgment etc

CASE NO: 2014CP1007484

Bayview Loan Servicing LLC VS Isabelle Murray , defendant, et al

This judgment was entered on the 27th day of August, 2018, and notice mailed first class on Wednesday, August 29, 2018, to all counsel of record and/or all parties entitled to receive notice.

You may view and download this document at <http://clerkofcourt.charlestoncounty.org> or obtain a copy in person at the Clerk of Court's Office during regular Charleston County business hours.

EXHIBIT

C

Drew Walker

From: Martha S. Dennis <MDennis@charlestoncounty.org>
Sent: Tuesday, September 18, 2018 1:29 PM
To: Drew Walker; Pamela Baker; Willie Heyward; wheyward80@gmail.com; hcarey@rplfirm.com; Johanna S. Gardner; Barry Baker; Tasha Thompson; peteb@rplfirm.com; nskorzewski@turnerpadget.com; Lisa W. Snell; Kim Bickford; sean.ryan@dor.sc.gov
Cc: Laura Dukes Beck
Subject: RE: Bayview v Murray-2014CP1007484

Mr. Walker,

The order was filed in the clerks office on August 27, 2018. A scanned copy can be found online. If you have any further questions, please let me know.

Best,

Martha “Marti” Dennis, Esq.
Charleston County Master in Equity
Judicial Law Clerk
100 Broad Street, Suite 266
Charleston, SC 29401
Ph: (843)958-5053
Fax: (843)958-5077
MDennis@charlestoncounty.org

From: Drew Walker [mailto:dwalker@rogerslewis.com]
Sent: Tuesday, September 18, 2018 1:02 PM
To: Martha S. Dennis <MDennis@charlestoncounty.org>; Pamela Baker <pbaker@rogerslewis.com>; Willie Heyward <Heywarddwighth@msn.com>; wheyward80@gmail.com; hcarey@rplfirm.com; Johanna S. Gardner <JGardner@charlestoncounty.org>; Barry Baker <bbaker@bakerlawsc.com>; Tasha Thompson <tashat@scottandcorley.com>; peteb@rplfirm.com; nskorzewski@turnerpadget.com; Lisa W. Snell <LSnell@rplfirm.com>; Kim Bickford <kbickford@rplfirm.com>; sean.ryan@dor.sc.gov
Cc: Laura Dukes Beck <LBeck@charlestoncounty.org>
Subject: RE: Bayview v Murray-2014CP1007484

CAUTION: This email originated outside of Charleston County. Do not click links or open attachments from unknown senders or suspicious emails. If you are not sure, please contact IT helpdesk.

Marti,

Good afternoon. I am following up to request an update on the below email and attachments. If you need anything else from me, please let me know.

Thanks,
Drew

Drew Walker
Member
Rogers Lewis Jackson Mann & Quinn, LLC
1901 Main St., Suite 1200
Columbia, SC 29201
P.O. Box 11803 (29211)
803-978-2836 (direct)
www.rogerslewis.com

ROGERS LEWIS
ATTORNEYS AT LAW

From: Drew Walker
Sent: Monday, August 13, 2018 12:54 PM
To: Martha S. Dennis <MDennis@charlestoncounty.org>; Pamela Baker <pbaker@rogerslewis.com>; Willie Heyward <Heywarddwith@msn.com>; wheyward80@gmail.com; hcarey@rplfirm.com; Johanna S. Gardner <JGardner@charlestoncounty.org>; Barry Baker <bbaker@bakerlawsc.com>; Tasha Thompson <tashat@scottandcorley.com>; peteb@rplfirm.com; nskorzewski@turnerpadget.com; Lisa W. Snell <LSnell@rplfirm.com>; Kim Bickford <kbickford@rplfirm.com>; sean.ryan@dor.sc.gov
Cc: Laura Dukes Beck <LBeck@charlestoncounty.org>
Subject: RE: Bayview v Murray-2014CP1007484

Marti,

I have attached the proposed order with the Judge's signature block, as well as a Form 4. If you need anything else, just let me know.

Thanks,
Drew

Drew Walker
Member
Rogers Lewis Jackson Mann & Quinn, LLC
1901 Main St., Suite 1200
Columbia, SC 29201
P.O. Box 11803 (29211)
803-978-2836 (direct)
www.rogerslewis.com

ROGERS LEWIS
ATTORNEYS AT LAW

From: Martha S. Dennis <MDennis@charlestoncounty.org>
Sent: Monday, August 13, 2018 12:27 PM
To: Drew Walker <dwalker@rogerslewis.com>; Pamela Baker <pbaker@rogerslewis.com>; Willie Heyward <Heywarddwith@msn.com>; wheward80@gmail.com; hcarey@rplfirm.com; Johanna S. Gardner <JGardner@charlestoncounty.org>; Barry Baker <bbaker@bakerlawsc.com>; Tasha Thompson <tashat@scottandcorley.com>; peteb@rplfirm.com; nskorzewski@turnerpadget.com; Lisa W. Snell <LSnell@rplfirm.com>; Kim Bickford <kbickford@rplfirm.com>
Cc: Laura Dukes Beck <LBeck@charlestoncounty.org>
Subject: RE: Bayview v Murray-2014CP1007484

Dear Mr. Walker,

I wanted to check in with you on the order you sent us at the end of July. I would like to give it to Judge Scarborough but I am still missing the signature page. Is there any information you would like me to pass along to him regarding that part of the order?

Best,

Martha "Marti" Dennis, Esq.
Charleston County Master in Equity
Judicial Law Clerk
100 Broad Street, Suite 266
Charleston, SC 29401
Ph: (843)958-5053
Fax: (843)958-5077
MDennis@charlestoncounty.org

From: Drew Walker [<mailto:dwalker@rogerslewis.com>]
Sent: Tuesday, July 31, 2018 11:57 AM
To: Martha S. Dennis <MDennis@charlestoncounty.org>; Pamela Baker <pbaker@rogerslewis.com>; Willie Heyward <Heywarddwith@msn.com>; wheward80@gmail.com; hcarey@rplfirm.com; Johanna S. Gardner <JGardner@charlestoncounty.org>; Barry Baker <bbaker@bakerlawsc.com>; Tasha Thompson <tashat@scottandcorley.com>; peteb@rplfirm.com; nskorzewski@turnerpadget.com; Lisa W. Snell <LSnell@rplfirm.com>; Kim Bickford <kbickford@rplfirm.com>
Cc: Laura Dukes Beck <LBeck@charlestoncounty.org>
Subject: RE: Bayview v Murray-2014CP1007484

Dear Marti,

Please find the attached proposed Order in the referenced matter from the May 8 hearing. I emailed a copy of the proposed order to Mr. Heyward last week and did not receive any comments back. If you or Judge Scarborough have any questions, please let me know.

Sincerely,
Drew

Drew Walker
Member
Rogers Lewis Jackson Mann & Quinn, LLC
1901 Main St., Suite 1200
Columbia, SC 29201
P.O. Box 11803 (29211)
803-978-2836 (direct)
www.rogerslewis.com

ROGERS LEWIS

ATTORNEYS AT LAW

This communication is from a debt collector and this is an attempt to collect a debt. Any information obtained will be used for the purpose.

From: Martha S. Dennis <MDennis@charlestoncounty.org>
Sent: Friday, March 16, 2018 3:26 PM
To: Drew Walker <dwalker@rogerslewis.com>; Pamela Baker <pbaker@rogerslewis.com>; Willie Heyward <Heywarddwith@msn.com>; wheward80@gmail.com; hcarey@rplfirm.com; Johanna S. Gardner <JGardner@charlestoncounty.org>; Barry Baker <bbaker@bakerlawsc.com>; Tasha Thompson <tashat@scottandcorley.com>; peteb@rplfirm.com; nskorzewski@turnerpadget.com
Cc: Laura Dukes Beck <LBeck@charlestoncounty.org>
Subject: RE: Bayview v Murray-2014CP1007484

Dear Mr. Walker,

Thank you for your response. We will provide some hearing dates for you early next week.

Sincerely,

Martha S. M. Dennis, Esq.
Charleston County Master in Equity
Judicial Law Clerk
100 Broad Street, Suite 266
Charleston, SC 29401
Ph: (843)958-5053
Fax: (843)958-5077
MDennis@charlestoncounty.org

From: Drew Walker [<mailto:dwalker@rogerslewis.com>]
Sent: Friday, March 16, 2018 3:08 PM
To: Martha S. Dennis <MDennis@charlestoncounty.org>; Pamela Baker <pbaker@rogerslewis.com>; Willie Heyward <Heywarddwith@msn.com>; wheward80@gmail.com; hcarey@rplfirm.com; Johanna S. Gardner <JGardner@charlestoncounty.org>; Barry Baker <bbaker@bakerlawsc.com>; Tasha Thompson

<tashat@scottandcorley.com>; peteb@rplfirm.com; nskorzewski@turnerpadget.com

Cc: Laura Dukes Beck <LBeck@charlestoncounty.org>

Subject: RE: Bayview v Murray-2014CP1007484

Ms. Dennis:

My office is mailing a motion for filing today in the referenced matter, which will need to be heard prior to a final hearing. Ms. Baker can assist in scheduling a hearing date for that motion, as well as for a final hearing on the merits if necessary. If you would like to go ahead and set that motion hearing date, please let her know. We also have an outstanding motion in Case 2016-CP-1005202. If we could have both motions heard on the same date, that would be great.

Have a nice weekend.

Thanks,
Drew

Drew Walker
Member
Rogers Lewis Jackson Mann & Quinn, LLC
1901 Main St., Suite 1200
Columbia, SC 29201
P.O. Box 11803 (29211)
803-978-2836 (direct)
www.rogerslewis.com

ROGERS LEWIS

ATTORNEYS AT LAW

From: Martha S. Dennis <MDennis@charlestoncounty.org>

Sent: Friday, March 16, 2018 1:19 PM

To: Pamela Baker <pbaker@rogerslewis.com>; Drew Walker <dwalker@rogerslewis.com>; Willie Heyward <Heywarddwith@msn.com>; wheward80@gmail.com; hcarey@rplfirm.com; Johanna S. Gardner <JGardner@charlestoncounty.org>; Barry Baker <bbaker@bakerlawsc.com>; Tasha Thompson <tashat@scottandcorley.com>; peteb@rplfirm.com; nskorzewski@turnerpadget.com

Cc: Laura Dukes Beck <LBeck@charlestoncounty.org>

Subject: RE: Bayview v Murray-2014CP1007484

Dear Ms. Baker,

Thank you for the proposed order. I understand a future hearing is needed on the Plaintiff's claims against the remaining default Defendants. Please let me know if you would like us to go ahead and set a time.

Many Thanks,

Martha S. M. Dennis, Esq.
Charleston County Master in Equity

Judicial Law Clerk
100 Broad Street, Suite 266
Charleston, SC 29401
Ph: (843)958-5053
Fax: (843)958-5077
MDennis@charlestoncounty.org

From: Pamela Baker [<mailto:pbaker@rogerslewis.com>]
Sent: Thursday, March 15, 2018 10:09 AM
To: Martha S. Dennis <MDennis@charlestoncounty.org>; Drew Walker <dwalker@rogerslewis.com>; Willie Heyward <Heywarddwith@msn.com>; wheward80@gmail.com; hcarey@rplfirm.com; Johanna S. Gardner <JGardner@charlestoncounty.org>; Barry Baker <bbaker@bakerlawsc.com>; Tasha Thompson <tashat@scottandcorley.com>; peteb@rplfirm.com; nskorzewski@turnerpadget.com
Cc: Laura Dukes Beck <LBeck@charlestoncounty.org>
Subject: RE: Bayview v Murray-2014CP1007484

Good morning,

Attached please find the proposed order for your review in the above referenced matter.

Should you have any questions, please contact our office.

Thank you,

Pamela Baker

Paralegal
Rogers Lewis Jackson Mann & Quinn, LLC
1901 Main Street, Suite 1200
Columbia, SC 29201
PO Box 11803
Columbia, SC 29211
(803) 978-1969 direct dial
(803) 252-3653 fax

From: Martha S. Dennis <MDennis@charlestoncounty.org>
Sent: Wednesday, March 14, 2018 11:31 AM
To: Drew Walker <dwalker@rogerslewis.com>; Willie Heyward <Heywarddwith@msn.com>; wheward80@gmail.com; hcarey@rplfirm.com; Johanna S. Gardner <JGardner@charlestoncounty.org>; Barry Baker <bbaker@bakerlawsc.com>; Tasha Thompson <tashat@scottandcorley.com>; peteb@rplfirm.com; nskorzewski@turnerpadget.com
Cc: Laura Dukes Beck <LBeck@charlestoncounty.org>; Pamela Baker <pbaker@rogerslewis.com>
Subject: RE: Bayview v Murray-2014CP1007484

Dear Mr. Walker,

Thank you for your quick response. A word copy via email would be fine. Please let me know if I can be of assistance.

Best,

Martha S. M. Dennis, Esq.

Charleston County Master in Equity

Judicial Law Clerk

100 Broad Street, Suite 266

Charleston, SC 29401

Ph: (843)958-5053

Fax: (843)958-5077

MDennis@charlestoncounty.org

From: Drew Walker [<mailto:dwalker@rogerslewis.com>]

Sent: Wednesday, March 14, 2018 10:39 AM

To: Martha S. Dennis <MDennis@charlestoncounty.org>; Willie Heyward <Heywarddwighth@msn.com>; wheward80@gmail.com; hcarey@rplfirm.com; Johanna S. Gardner <JGardner@charlestoncounty.org>; Barry Baker <bbaker@bakerlawsc.com>; Tasha Thompson <tashat@scottandcorley.com>; peteb@rplfirm.com; nskorzewski@turnerpadget.com

Cc: Laura Dukes Beck <LBeck@charlestoncounty.org>; Pamela Baker <pbaker@rogerslewis.com>

Subject: RE: Bayview v Murray-2014CP1007484

Good morning Ms. Dennis:

Thank you for touching base. I am planning to work on getting our draft finalized today and should have it to your office before the end of the week. How would your office like me to submit it (email a Microsoft Word copy; mail a hard copy, etc)?

Sincerely,
Drew

Drew Walker

Member

Rogers Lewis Jackson Mann & Quinn, LLC

1901 Main St., Suite 1200

Columbia, SC 29201

P.O. Box 11803 (29211)

803-978-2836 (direct)

www.rogerslewis.com

ROGERS LEWIS

ATTORNEYS AT LAW

From: Martha S. Dennis <MDennis@charlestoncounty.org>

Sent: Wednesday, March 14, 2018 10:34 AM

To: Drew Walker <dwalker@rogerslewis.com>; Willie Heyward <Heywarddwighth@msn.com>;

wheyward80@gmail.com; hcarey@rplfirm.com; Johanna S. Gardner <JGardner@charlestoncounty.org>; Barry Baker <bbaker@bakerlawsc.com>; Tasha Thompson <tashat@scottandcorley.com>; peteb@rplfirm.com; nskorzewski@turnerpadget.com

Cc: Laura Dukes Beck <LBeck@charlestoncounty.org>

Subject: Bayview v Murray-2014CP1007484

Dear Mr. Walker;

I hope you are well. My notes indicate our office was expecting an order in the above referenced case following the hearing held before Judge Scarborough on December 19, 2017. Please let me know if there is an update on this case.

Many Thanks,

Martha S. M. Dennis, Esq.
Charleston County Master in Equity
Judicial Law Clerk
100 Broad Street, Suite 266
Charleston, SC 29401
Ph: (843)958-5053
Fax: (843)958-5077
MDennis@charlestoncounty.org

EXHIBIT

D

FORM 4

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

JUDGMENT IN A CIVIL CASE

CASE NO. 2014 CP-10-07484

Citifinancial

Murray

FILED
2018 OCT 23 AM 9:40
CLERK OF COURT

PLAINTIFF(S)

DEFENDANT(S)

Submitted by: Master in Equity

Attorney for : Plaintiff
or Defendant
 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
- 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: The Matter is before the Court on Defendant Roland and Bernard Murray's Motion to Set Aside Foreclosure Sale filed October 2, 2018, the day of the scheduled Foreclosure Sale. Because I find that Plaintiff is protected as a lender under SC Code Section 62-3-910 (2012), it is entitled to foreclose upon the entire title to the property. This Court in a prior action (2009-CP10-2245) found that the Movants each owned a 6.25% interest in the property. That case was resolved in 2013. This 2014 foreclosure action commenced on the basis that the Mortgage from Isabelle Murray to Plaintiff went into default as of March 15, 2014. Movant's argument of Res Judicata was addressed by this Court in the August 27, 2018 Order. Attorney for Movant Willie Heyward appeared at both the December 19, 2017 hearing and the May 8, 2018 hearing. The only pleading filed by Mr. Heyward in this action was the Motion to Set Aside Sale on October 2, 2018. No timely Motion to Alter or Amend was made. To the extent this Motion is timely, it argues a point (Res Judicata) already ruled upon by the Court and is Denied. Accordingly, this Court finds that the Sale of the Subject Property held on October 2, 2018 sold the entire interest in the property to Plaintiff.

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 (List amount(s) below)
N/A		\$
		\$
		\$

If applicable, describe the property, including tax map information and address, referenced in the order:
N/A

Empty rectangular box at the top of the page.

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.**

Circuit Court Judge

[Handwritten signature]

3062

Judge Code

Date

10/19/18

For Clerk of Court Office Use Only

This judgment was entered on the _____ day of _____, 20____ and a copy mailed first class or placed in the appropriate attorney's box on this _____ day of _____, 20____ to attorneys of record or to parties (when appearing pro se) as follows:

ATTORNEY(S) FOR THE PLAINTIFF(S)

ATTORNEY(S) FOR THE DEFENDANT(S)

CLERK OF COURT

Court Reporter:

EXHIBIT

E

STATE OF SOUTH CAROLINA)
)
 COUNTY OF CHARLESTON)
)
 Bayview Loan Servicing, LLC)
 A Delaware Limited Liability Company)
 _____)
 Plaintiff,)
 vs.)
)
 Isabelle Murray, et. al.,)
 _____)
 Defendant.)

IN THE COURT OF COMMON PLEAS
 Ninth JUDICIAL CIRCUIT
 CASE NO.: 2014-CP-10-07484
 MOTION AND ORDER INFORMATION
 FORM AND COVERSHEET

Plaintiff's Attorney: Drew Walker, Bar No. _____ Address: 1901 Main Street, Suite 1200 Columbia, S. C. 29201 Phone: _____ Fax (803) 252-8653 E-mail: _____ Other: _____	Defendant's Attorney: Willie B. Heyward, Bar No. 11063 Address: 27 Gamecock Avenue, Suite 200 Charleston, S. C. 29407 Phone: 843.560.3434 Fax _____ E-mail: wheyward80@gmail.com Other: _____
---	---

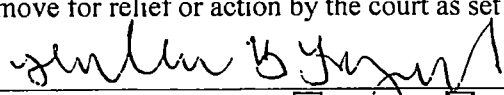
MOTION HEARING REQUESTED (attach written motion and complete SECTIONS I and III)
 FORM MOTION, NO HEARING REQUESTED (complete SECTIONS II and III)
 PROPOSED ORDER/CONSENT ORDER (complete SECTIONS II and III)

SECTION I: Hearing Information

Nature of Motion: Set Aside Foreclosure
 Estimated Time Needed: N/A Court Reporter Needed: YES / NO

SECTION II: Motion/Order Type

Written motion attached
 Form Motion/Order
 I hereby move for relief or action by the court as set forth in the attached proposed order.


 Signature of Attorney for Plaintiff / Defendant

October 2, 2018
 Date submitted

SECTION III: Motion Fee

PAID - AMOUNT: \$ _____
 EXEMPT: (check reason)

- Rule to Show Cause in Child or Spousal Support
- Domestic Abuse or Abuse and Neglect
- Indigent Status State Agency v. Indigent Party
- Sexually Violent Predator Act Post-Conviction Relief
- Motion for Stay in Bankruptcy
- Motion for Publication Motion for Execution (Rule 69, SCRCP)
- Proposed order submitted at request of the court; or,
 reduced to writing from motion made in open court per judge's instructions
 Name of Court Reporter: _____
- Other: _____

JUDGE'S SECTION

Motion Fee to be paid upon filing of the attached order.
 Other: _____

JUDGE CODE _____
 Date: _____

CLERK'S VERIFICATION

Collected by: _____ Date Filed: _____
 MOTION FEE COLLECTED: \$ _____
 CONTESTED - AMOUNT DUE: \$ _____

STATE OF SOUTH CAROLINA

BAYVIEW LOAN SERVICING, LLC, a
DELAWARE LIMITED LIABILITY
COMPANY

Plaintiff

VS.

ISABELLE MURRAY, WILLIAM
MURRAY, ROLAND MURRAY, BERNARD
MURRAY and, and STATE OF SOUTH
CAROLINA DEPARTMENT OF REVENUE,
Defendants

IN THE COURT OF COMMON PLEAS

NINTH JUDICIAL CIRCUIT

CASE NO.: 2014-CP-10-07484

**DEFENDANTS ROLAND MURRAY AND
BERNARD MURRAY'S S MOTION TO
SET-ASIDE FORECLOSURE SALE**

FILED
2018 OCT -2 PM 2:38
MILE J. ARMS/ROG
CLERK OF COURT

TO THE PARTIES ABOVE NAMED:

**DEFENDANTS ROLAND MURRAY AND BERNARD MURRAY ALLEGE AS
FOLLOWS:**

The undersigned attorney for the Defendants Bernard Murray and Roland Murray asks that the foreclosure sale of the real property that is the subject of this action, scheduled for October 2, 2018, be set-aside for the following reasons:

1. The Order Granting Plaintiff's Motion for Partial Summary Judgment and Order for Judicial Sale was never served on Defendant's counsel. Defendant Bernard Murray received notice of the sale and a copy of the order September 26, 2018 and Defendant Roland Murray picked up a copy of the order, addressed to the house located 833 5th Avenue, from his brother on September 29, 2018. (Exhibit 1)
2. Defendant's counsel believes that the Defendants have grounds for post-trial relief because Plaintiff in this action has asserted and the Court has ruled that the Defendants cannot assert the equitable doctrine Res Judaica as a defense to the Plaintiff's assertion that they no longer have a legal or equitable interest in the subject real estate because they were not parties in the a prior quiet title action, 2009-CP-10-

2245, that determined in this court's order that the persons with a vested interest in the subject property were: Isabell Murray (81.25%), Roland Murray (6.25%), Bernard Murray (6.25%), and William Murray (6.25%). These ruling conflicts with the fact that Plaintiff is the assignee of the original mortgage, CitiFinancial, Inc. and the subsequent mortgage, CitiFinancial Loan Servicing, LLC who were parties to the quiet title action vesting title, respectively in the above-named parties.

3. The filed order, dated September 14, 2011, by the Honorable Mikell R. Scarborough that delineates the percentage ownership in the property that is the subject of this foreclosure action, is attached hereto as Exhibit One.
4. The present order of the court, (Exhibit 2), now states the Defendants, Roland Murray and Bernard Murray have no interest in the subject property although the parties and the subject matter are identical in both actions.
5. The court's docket (Exhibit 3), clearly shows the chronology of this matter and there is an order of substitution,(attached), dated April 25, 2017, substituting the Plaintiff for CitiFinancial Loan Servicing, LLC as a party in this matter. (Exhibit 4),
6. For the following reasons the Defendants, Roland Murray and Bernard Murray, ask that the scheduled foreclosure sale be set-aside until the issues delineated above be addressed by this court.

Respectfully submitted;

Charleston, South Carolina
Dated: October 1, 2018

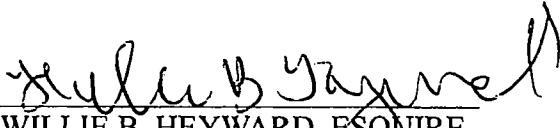

WILLIE B. HEYWARD, ESQUIRE
27 Gamecock Ave, Suite 200
Charleston, South Carolina 29407
(843) 225-8754
**ATTORNEY FOR ROLAND MURRAY
AND BERNARD MURRAY**

Exhibit I

RILEY POPE & LANEY, LLC
ATTORNEYS AND COUNSELORS AT LAW



2838 DEVINE STREET
POST OFFICE BOX 11412 (29211)
COLUMBIA, SOUTH CAROLINA 29205

FACSIMILE
(803) 239-1414

TELEPHONE
(803) 799-9993

September 20, 2018

Roland Murray
833 5th Avenue
Charleston, SC, 29407

Barry I. Baker, Esquire
Attorney for Isabelle Murray
One Carriage Lane, Building H
Post Office Box 31265 (29417-1265)
Charleston, SC 29407-6085

William Murray
121 Brinkley Park Dr.
Mount Holly, NC, 28120

Bernard Murray
833 5th Avenue
Charleston, SC, 29407

Johanna S. Gardner, Esquire
Attorney for County of Charleston
4045 Bridge View Drive, Suite B232
North Charleston, SC 29405-7464

Sean G. Ryan, Esquire
Attorney for South Carolina Department of Revenue
300A Outlet Pointe Boulevard
Post Office Box 12265 (29211)
Columbia, SC 29201

Re: Bayview Loan Servicing, LLC, a Delaware Limited Liability Company vs. Isabelle Murray, William Murray, Bernard Murray, Roland Murray, County of Charleston, and South Carolina Department of Revenue
Civil Action No.: 2014-CP-10-07484
Our File No. 4028.02917

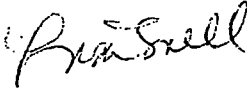
Dear Sir or Madam:

Enclosed herewith and hereby served upon you is the Notice of Sale and the Master in Equity's Order of Judgment of Foreclosure and Sale Decree in the above referenced matter. Please be advised that the property located at 833 5th Avenue, Charleston, SC 29407, will be

sold at public auction on October 2, 2018 at the Charleston County Courthouse at 11:00 a.m.

COPY

Very truly yours,



Lisa W. Snell
Paralegal

/lws
Enclosures

STATE OF SOUTH CAROLINA, COUNTY OF CHARLESTON: IN THE COURT OF COMMON
PLEAS



Bayview Loan Servicing, LLC, a Delaware Limited Liability Company, PLAINTIFF versus Isabelle Murray, William Murray, Bernard Murray, Roland Murray, County of Charleston, and South Carolina Department of Revenue, DEFENDANT(S).

Upon authority of a Decree dated the 21st day of August, 2018, I will offer for sale to the highest bidder for cash, at public auction, the premises fully described below, at the CHARLESTON COUNTY JUDICIAL CENTER, 100 Broad Street, Charleston, South Carolina, on the 2nd day of October, 2018, at 11:00 a.m. or shortly thereafter.

All those lots, pieces, or parcels of land, situate, lying and being in Maryville, Section, St. Andrews Parish, County of Charleston, State of South Carolina, and known and designated as Lots no. 7 and 8 on a plat of G.M. Howe, Surveyor, dated April 4, 1953, and recorded in the RMC Office for Charleston County in Plat Book "J", Page 129, and having such distances, metes, dimensions, and buttings and boundings as are shown by reference to the aforesaid plat on record, which plat is incorporated herein as part and parcel of this deed of conveyance.

Being that parcel of land conveyed to Isabelle Murray from Estate of James Murray by that Deed of Distribution dated January 6, 2004 and recorded January 15, 2004 in Deed Book M481, at Page 433 of the Charleston County, SC Public Registry.

TMS No. 418-11-00-158
Property Address: 833 5th Avenue, Charleston, SC 29407

No personal or deficiency judgment being demanded, the bidding will not remain open after the date of sale, but compliance with the bid may be made immediately.

THIS SALE IS SUBJECT TO ASSESSMENTS, COUNTY TAXES, EXISTING EASEMENTS, EASEMENTS AND RESTRICTIONS OF RECORD, AND OTHER SENIOR ENCUMBRANCES.

The property shall be sold for cash to the highest bidder. The highest bidder, other than the Plaintiff, will be required to deposit with the Master, at the conclusion of the bidding, cash or certified check in the amount of five (5%) per cent of the bid: the said deposit to be applied to the purchase price. The successful bidder will be required to pay for documentary stamps on the Deed and interest on the balance of the bid from the date of sale to the date of compliance with the bid at the rate of 9.8892%.

Should the highest bidder fail to comply with the bid within thirty days from the date of sale, the Master will resell the property at the risk and expense of the defaulting bidder upon the same terms as above set out. Should the Plaintiff, or one of its representatives, fail to be present at the time of sale, the property is automatically withdrawn from said sale and sold at the next available sales day upon the terms and conditions as set forth in the Judgment of Foreclosure and Sale or any Supplemental Order. The Sheriff of Charleston County may be authorized to put the purchaser into possession of the premises if requested by the purchaser.

NOTICE: The foreclosure deed is not a warranty deed. Interested bidders should satisfy themselves as to the quality of title to be conveyed by obtaining an independent title search well before the foreclosure sale date.

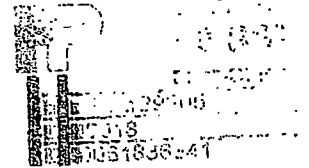
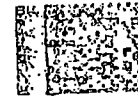
PLAINTIFF'S ATTORNEY
RILEY POPE & LANNEY, LLC
(803) 799-9993

FOR INSERTION
September 11, 2018, September 18, 2018, September 25, 2018

Mikell R. Scarborough
Master in Equity



Riley, Pope and Lancy, LLC
Attn: LWS
PO Box 11412
Columbia, SC 29211



Bernard Murray
833 5th Avenue
Charleston, SC, 29407

Exhibit 2

STATE OF SOUTH CAROLINA

COUNTY OF CHARLESTON

Bayview Loan Servicing, LLC, a Delaware
Limited Liability Company,

PLAINTIFF,

vs.

Isabelle Murray, William Murray, Bernard
Murray, Roland Murray, County of
Charleston, and South Carolina Department of
Revenue,

Defendants.

IN THE COURT OF COMMON PLEAS

CIVIL ACTION NO.: 2014-CP-10-07484

FILED
AUG 27 PM 12:11
JULIE M. COLETT
CLERK OF COURT

**ORDER GRANTING PLAINTIFF'S
MOTION FOR PARTIAL SUMMARY
JUDGMENT
AND ORDER FOR JUDICIAL SALE**

This Court held a hearing on May 8, 2018, for argument on Plaintiff's Motion for Partial Summary Judgment filed on March 22, 2018 pursuant to Rule 56 of the South Carolina Rules of Civil Procedure ("Motion"). The Motion sought a ruling as a matter of law that Plaintiff could foreclose the interest of all Defendants, including those of Defendant Roland Murray and Defendant Bernard Murray.

Attorney Drew B. Walker, Esq. appeared for the Plaintiff. Defendant Roland Murray, along with his counsel and counsel for Defendant Bernard Murray, Willie Heyward, Esq., attended the hearing. No other Defendant or their counsel attended the hearing, or opposed the relief sought by Plaintiff in its Motion. Based upon the motion filed, the arguments and the proof made of the facts and circumstances alleged in the pleadings, I find that Plaintiff is entitled to judgment as a matter of law and that there exists no genuine issue of material fact. I further find and conclude as follows:



(1) By virtue of that Deed of Distribution conveying the subject real property described in the Plaintiff's Lis Pendens ("Subject Property") from the Estate of James Murray into Isabelle Murray recorded in Book M481 at Page 433 in the Charleston County R.M.C. on January 15, 2004, I find that Isabelle Murray was the record title holder of the Subject Property on November 25, 2005 when the Subject Mortgage described in Paragraph 5 of Plaintiff's Complaint was entered between Plaintiff's predecessor and Isabelle Murray.

(2) I find that Plaintiff is protected as a lender under S.C. Code § 62-3-910 (2012) from any claims of Isabelle Murray, William Murray, Bernard Murray and Roland Murray.

(3) While I note the arguments of Mr. Heyward at the hearing with regard to *Res Judicata* concerning Civil Action No. 2009-CP-10-2245 ("Prior Action"), I hold that *Res Judicata* does not apply as a defense in this matter as to Plaintiff's claims since Plaintiff was not a party to the Prior Action.

(4) While I do not base my ruling in this Order on the Exhibits filed in the Motion, I do find that Defendant Bernard Murray and Defendant Roland Murray did not respond to Request to Admit #2 that was served on them January 5, 2018, and I note the Exhibits filed in the Motion including the transcript attached as Exhibit 1.

(5) In addition to my findings in this action in that Order recorded on March 21, 2018 foreclosing any right, title and interest of all Defendants except a disputed interest of each Defendant Bernard Murray and Defendant Roland Murray, I now find that any right, title and interest that Defendant Bernard Murray and Defendant Roland Murray may claim is hereby foreclosed with the equity of redemption forever barred.

NOW, THEREFORE, IT IS ORDERED THAT Plaintiff's Mortgage should be declared a first mortgage lien and Plaintiff should have judgment of foreclosure of the Mortgage as to any



right, title or interest claimed by Defendant Bernard Murray and Defendant Roland Murray with the equity of redemption forever barred. A copy of this Order may be filed with the Charleston County Register of Mesne Conveyances.

IT IS FURTHER ORDERED THAT the interests of all parties have been determined to be subject to Plaintiff's mortgage and the foreclosure thereof, therefore the subject property should be scheduled for judicial sale pursuant to the following terms.

1) On default of payment of the Total Debt (plus interest at the rate of 9.8892%) contained in that Order recorded on March 21, 2018, at or before the time therein indicated, the mortgaged premises described in the Complaint, as hereinafter set forth, shall be sold by the Master in Equity, at public auction, at 11:00 a.m. at the County Courthouse in Charleston, 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 some other day appointed by the Court), on the following terms, that is to say:

2) For cash: The Master in Equity, will require, at the time of the bid, a deposit of 5% of the amount of the bid (in cash or equivalent) same to be applied to purchase price if compliance is made, but in the event of non-compliance, the deposit may be forfeited without further hearing and applied first to the costs of the action and then to plaintiff's debt. Should the successful bidder at the regularly conducted sale fail or refuse to make the required deposit at time of bid or comply with the other terms of the bid within thirty (30) days, then the property may be re-sold on the same terms and conditions on some subsequent Sales Day, but at the risk of the defaulting bidder(s).

3) Interest on the balance of the bid shall be paid through the day of compliance at the rate of 9.8892%.

Handwritten note:
* Sale set for
October 2, 2018
3 1



4) Purchaser shall pay for any statutory commission on sale from the proceeds of sale, deed preparation, costs of recording the deed, and deed stamps.

5) A 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.

6) The sale is subject to assessments, county taxes, existing easements, easements and restrictions of record, and other senior encumbrances.

7) The Master in Equity, will, by advertisement according to law, give notice of the time and place of such 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 if, upon such sale being made, the purchaser, or purchasers, should fail to comply with the terms thereof within thirty (30) days after the conclusion of the bidding, then the 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.

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

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

10) The 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 (including attorney fees) or so much thereof as the purchase money will pay on the same;

NEXT: Any surplus should be held pending further Order of this court.

11) In the event the successful bidder is other than the Defendant(s) in possession of the subject property, upon full compliance and title by deed from the Court vested into such purchaser, and upon issuance of a Writ of Assistance by the Court, the Sheriff of Charleston 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 purchaser 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. All valid tenant rights shall be protected pursuant to the Protecting Tenants at Foreclosure Act of 2009.

12) In the event the successful purchaser is someone other than the Defendant(s) in possession of the subject property, and the occupants have voluntarily vacated the property or have been ejected from the property leaving furnishings, fixtures and items not subject to Plaintiff's Mortgage is said property, and title by deed from the Court is vested into such purchaser, the Purchaser is authorized to remove from the property all furnishings, fixtures and items not subject to the lien of Plaintiff's Mortgage. The personal property, being deemed abandoned, shall be removed by the Purchaser or its agents from the subject property by placing said property on the public street or highway or by any other means.



13) In accordance with S.C. Code Ann. §30-9-31, the deed of conveyance made pursuant to said sale shall be indexed by the R.O.D. 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 Master in Equity, who executes such deed as grantor.

14) The undersigned 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) The following is a description of the premises herein ordered to be sold:

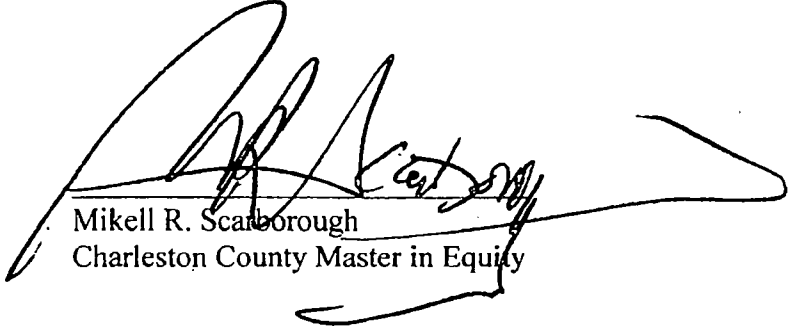
All those lots, pieces, or parcels of land, situate, lying and being in Maryville, Section, St. Andrews Parish, County of Charleston, State of South Carolina, and known and designated as Lots no. 7 and 8 on a plat of G.M. Howe, Surveyor, dated April 4, 1953, and recorded in the RMC Office for Charleston County in Plat Book "J", Page 129, and having such distances, metes, dimensions, and buttings and boundings as are shown by reference to the aforesaid plat on record, which plat is incorporated herein as part and parcel of this deed of conveyance.

Being that parcel of land conveyed to Isabelle Murray from Estate of James Murray by that Deed of Distribution dated January 6, 2004 and recorded January 15, 2004 in Deed Book M481, at Page 433 of the Charleston County, SC Public Registry.

TMS No. 418-11-00-158

Property Address: 833 5th Avenue, Charleston, SC 29407

AND IT IS SO ORDERED.



Mikell R. Scarborough
Charleston County Master in Equity

August 24, 2018
Charleston, South Carolina



Julie J. Armstrong
Charleston County Clerk of Court

Charleston County
Circuit Court Case Details
Public Index

Exhibit 3

Charleston County Home Page Clerk of Court Home Page Magistrates Court SC Judicial Home Page Search Tips

Switch View

Bayview Loan Servicing LLC VS Isabelle Murray , defendant, et al					
Case Number:	2014CP1007484	Court Agency:	Common Pleas	Filed Date:	12/09/2014
Case Type:	Common Pleas	Case Sub Type:	Foreclosure 420	File Type:	Non-Jury
Status:	Disposed	Assigned Judge:	Clerk Of Court C P, G S, And Family Court		
Disposition:	Ended by Non Jury	Disposition Date:	08/27/2018	Disposition Judge:	Scarborough, Mikell R.
Original Source Doc:		Original Case #:			
Judgment Number:		Court Roster:			

Case Parties Judgments Tax Map Information Associated Cases Actions Financials

Name	Description	Type	Motion Roster	Begin Date	Completion Date	Documents
	Certificate Of Mailing	Filing		09/25/2018-09:12		
	Master's Order granting Motion for Partial Summ Judgment etc	Order		08/27/2018-12:27	08/27/2018-12:27	
	Notice of Hearing & crt/srv	Filing		04/30/2018-16:07	08/27/2018-16:07	
	Affidavit/Attorney Fees & Statement of Cost	Filing		03/23/2018-10:31	08/27/2018-10:31	
Bayview Loan Servicing LLC	Motion/Motion Filing Fee	Filing		03/22/2018-13:12	08/27/2018-13:12	
Walker, Andrew Bryant	Motion/Partial Summary Judgment by Pltff, crt/srv	Motion		03/22/2018-09:36	08/27/2018-09:36	
Citifinancial Servicing LLC	Master's Order granting partial sum judgment of foreclosure	Order		03/21/2018-11:08	08/27/2018-11:08	
	Certificate of Exemption from Admin Order & crt/Mailing	Filing		01/22/2018-14:00	08/27/2018-14:00	
	Notice of Appearance & crt/srv	Filing		01/16/2018-09:45	08/27/2018-09:45	
	Notice of Hearing & crt/Mailing	Filing		12/08/2017-09:27	08/27/2018-09:27	
Citifinancial Servicing LLC	Motion/Motion Filing Fee	Filing		09/13/2017-15:00	08/27/2018-15:00	
	Affidavit of Keli Smith & cert/serv	Filing		09/13/2017-11:05	08/27/2018-11:05	
Balthazor, Peter M	Pltffs Motion for Summary Judgment	Motion		09/13/2017-11:05	08/27/2018-11:05	
Citifinancial Servicing LLC	Notice of Default & crt/mail	Filing		09/13/2017-09:11	08/27/2018-09:11	
	Order/Referred to Master & cert/mailing	Order		08/17/2017-14:04	08/27/2018-14:04	
Citifinancial Servicing LLC	Order/Order Filing Fee	Filing		08/11/2017-14:05	08/27/2018-14:05	
	Order/Plntff's Mot for Sum Judg is Denied	Order		07/06/2017-09:19	08/27/2018-09:19	
Citifinancial Servicing LLC	Order/Substituting Party Plntff & cert/mailing	Order		04/27/2017-10:53	08/27/2018-10:53	
Balthazor, Peter M	Roster/Notice of Case Roster Publication Sent	Action		03/27/2017-14:32	08/27/2018-14:32	
Gardner, Johanna Serrano	Roster/Notice of Case Roster Publication Sent	Action		03/27/2017-14:32	08/27/2018-14:32	
Baker, Barry I.	Roster/Notice of Case Roster Publication Sent	Action		03/27/2017-14:32	08/27/2018-14:32	
Thompson, Tasha B.	Roster/Notice of Case Roster Publication Sent	Action		03/27/2017-14:32	08/27/2018-14:32	
Carey, Heidi B.	Roster/Notice of Case Roster Publication Sent	Action		03/27/2017-14:32	08/27/2018-14:32	
Citifinancial Servicing LLC	Affidavit of Non-Military Service & crt/mail	Filing		03/20/2017-09:07	08/27/2018-09:07	
Citifinancial Servicing LLC	Notice/Notice of Hearing & crt/mail	Filing		07/25/2016-09:51	08/27/2018-09:51	
Gardner, Johanna Serrano	Roster/Notice of Motions Roster Publication Sent	Action		07/08/2016-09:20	08/27/2018-09:20	
Carey, Heidi B.	Roster/Notice of Motions Roster Publication Sent	Action		07/08/2016-09:20	08/27/2018-09:20	
Thompson, Tasha B.	Roster/Notice of Motions Roster Publication Sent	Action		07/08/2016-09:20	08/27/2018-09:20	
Baker, Barry I.	Roster/Notice of Motions	Action		07/08/2016-	08/27/2018-	

	Roster Publication Sent			09:20	09:20	
Balthazor, Peter M	Roster/Notice of Motions Roster Publication Sent	Action		07/08/2016- 09:20	08/27/2018- 09:20	
	Affidavit of Sue Jorden with CitiMortgage Inc	Filing		04/14/2016- 15:35	08/27/2018- 15:35	
Balthazor, Peter M	Motion/Summary Judgment by plaintiff, crt/srv	Motion		04/14/2016- 15:33	08/02/2016- 15:33	
Citifinancial Servicing LLC	Motion/Motion Filing Fee	Filing		04/14/2016- 13:05	08/17/2017- 13:05	
Citifinancial Servicing LLC	Service/Certificate Of Mailing	Filing		06/22/2015- 12:42	08/27/2018- 12:42	
Citifinancial Servicing LLC	Order/Substitution Of Counsel-Carey in place of Hardy	Order		06/22/2015- 12:41	08/27/2018- 12:41	
Citifinancial Servicing LLC	Notice of Appearance of Atty Heidi Carey	Filing		04/10/2015- 10:58	08/27/2018- 10:58	
Citifinancial Servicing LLC	Certificate/Atty Certificate	Filing		01/29/2015- 12:23	08/27/2018- 12:23	
South Carolina Department of Revenue	Answer, Request for Notice, Consent to Reference & crt/srv	Filing		01/12/2015- 09:55	08/27/2018- 09:55	
Murray, Isabelle	Answer to Complaint, crt/srv	Filing		01/08/2015- 16:11	08/27/2018- 16:11	
	Service/Affidavit of Non Service (2)	Filing		01/08/2015- 11:28	08/27/2018- 11:28	
	Service/Verified Return of Service (5)	Filing		01/08/2015- 11:26	08/27/2018- 11:26	
Citifinancial Servicing LLC	Service/Certificate Of Service by mail	Filing		01/02/2015- 11:34	08/27/2018- 11:34	
Charleston County of	Answer/Answer of County of Chas & cert/serv	Filing		12/29/2014- 14:58	08/27/2018- 14:58	
Citifinancial Servicing LLC	Notice/Notice of Foreclosure Intervention	Filing		12/09/2014- 11:42	08/27/2018- 11:42	
Citifinancial Servicing LLC	Lis Pendens Filed	Filing		12/09/2014- 11:42	08/27/2018- 11:42	
Citifinancial Servicing LLC	Summons & Complaint	Filing		12/09/2014- 09:07	08/27/2018- 09:07	

Exhibit 4

STATE OF SOUTH CAROLINA

COUNTY OF CHARLESTON

CitiFinancial Servicing LLC,

Plaintiff,

vs.

Isabelle Murray, William Murray, Bernard Murray, Roland Murray, County of Charleston, and South Carolina Department of Revenue,

Defendant(s).

(File No. 4028.02917)

IN THE COURT OF COMMON PLEAS

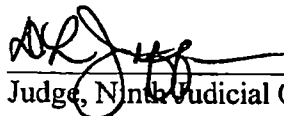
C/A NO.: 2014-CP-10-07484

ORDER SUBSTITUTING PARTY
PLAINTIFF

FILED
2017 APR 27 AM 11:53
JULIE J. ARMSTRONG
CLERK OF COURT

This is an action to foreclose a mortgage on real estate located in Charleston County. Subsequent to the initiation of suit, an assignment of mortgage has been recorded to Bayview Loan Servicing, LLC, a Delaware Limited Liability Company (a copy of which is attached hereto as Exhibit "A"). Plaintiff, through its counsel, moves pursuant to SCRCP 17(a) to substitute Bayview Loan Servicing, LLC, a Delaware Limited Liability Company as party Plaintiff; and

IT IS SO ORDERED.

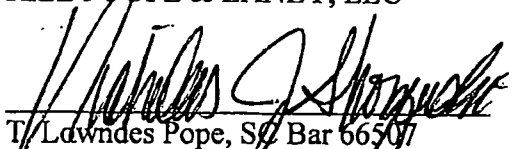


Judge, Ninth Judicial Circuit

Charleston, South Carolina
April 25, 2017

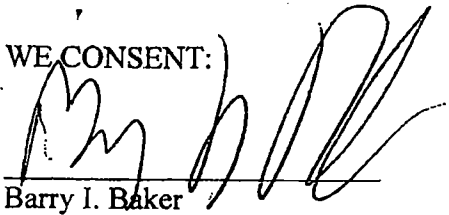
WE SO MOVE:

RILEY POPE & LANEY, LLC



T. Lowndes Pope, SC Bar 66507
Heidi B. Carey, SC Bar 7020
Damon C. Wlodarczyk, SC Bar 70460
Jayme L. Shy, SC Bar 81551
Meredith M. Robertson, SC Bar 68322
Peter M. Balthazor, SC Bar 68244
Christopher M. Wasson, SC Bar 101890
Nicholas J. Skorzewski, SC Bar 102830
2838 Devine Street
Post Office Box 11412 (29211)
Columbia, South Carolina 29205
(803) 799-9993
Attorneys for Plaintiff

WE CONSENT:



Barry I. Baker
Attorney for Isabelle Murray

WE CONSENT:

Johanna S. Gardner
Attorney for County of Charleston

WE CONSENT:


Milton G. Kimpson
Attorney for South Carolina Department of Revenue

WE CONSENT:

COPY

Barry I. Baker
Attorney for Isabelle Murray

WE CONSENT:



Johanna S. Gardner
Attorney for County of Charleston

WE CONSENT:

Milton G. Kimpson
Attorney for South Carolina Department of Revenue

When Recorded Return To:
CitiFinancial Servicing, LLC
C/O Nationwide Title Clearing, Inc.
2100 Alt. 19 North
Palm Harbor, FL 34683



ASSIGNMENT OF MORTGAGE

FOR GOOD AND VALUABLE CONSIDERATION, the sufficiency of which is hereby acknowledged, the undersigned, CITIFINANCIAL SERVICING LLC, A DELAWARE LIMITED LIABILITY COMPANY, WHOSE ADDRESS IS C/O CITIMORTGAGE, INC., 1000 TECHNOLOGY DRIVE, O'FALLON, MO 63368, (ASSIGNOR), by these presents does convey, grant, assign, transfer and set over the described Mortgage with all interest secured thereby, all liens, and any rights due or to become due thereon to BAYVIEW LOAN SERVICING, LLC, A DELAWARE LIMITED LIABILITY COMPANY, WHOSE ADDRESS IS 4425 PONCE DE LEON BLVD. 5TH FLOOR, CORAL GABLES, FL 33146 (800)771-0299, ITS SUCCESSORS AND ASSIGNS, (ASSIGNEE)

Said Mortgage dated 11/25/2005, made by ISABELLE MURRAY to CITIFINANCIAL, INC. and recorded 11/28/2005 in the Recorder or Registrar of Deeds of CHARLESTON County, South Carolina in Book T563 and Page 189.

Dated on 1/26/2017 (MM/DD/YYYY)
CITIFINANCIAL SERVICING LLC, A DELAWARE LIMITED LIABILITY COMPANY

By: Susan Schotsch
Susan Schotsch
VICE PRESIDENT

Signed and Acknowledged
in the Presence of:

All persons whose signatures appear above have qualified authority to sign and have reviewed this document and supporting documentation prior to signing.

Pangsong Khang
Pangsong Khang
Witness 1

Zoe Lee
Zoe Lee
Witness 2

STATE OF FLORIDA COUNTY OF PINELLAS

The foregoing instrument was acknowledged before me on 1/26/2017 (MM/DD/YYYY), by Susan Schotsch as VICE PRESIDENT of CITIFINANCIAL SERVICING LLC, A DELAWARE LIMITED LIABILITY COMPANY, who, as such VICE PRESIDENT being authorized to do so, executed the foregoing instrument for the purposes therein contained. He/she/they is (are) personally known to me.

Danielle Kennedy
Danielle Kennedy
Notary Public - State of FLORIDA
Commission expires: 06/26/2017



Danielle Kennedy
Notary Public State of Florida
My Commission # FF 031287
Expires June 26, 2017

Document Prepared By: E.Lance/NTC, 2100 Alt. 19 North, Palm Harbor, FL 34683 (800)346-9152
Recording Requested By: CitiFinancial Servicing, LLC, C/O Nationwide Title Clearing, Inc. 2100 Alt. 19, North, Palm Harbor, FL 34683



RECORDED
INDEXED
JAN 27 2017
Palm Beach County Clerk of Courts


WE CONSENT:

Barry I. Baker
Attorney for Isabelle Murray

WE CONSENT:

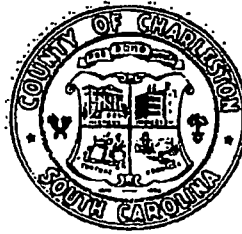
Johanna S. Gardner
Attorney for County of Charleston

WE CONSENT:



Milton G. Kimpson
Attorney for South Carolina Department of Revenue

RECORDER'S PAGE



NOTE: This page **MUST** remain with the original document

Filed By:

NATIONWIDE TITLE CLEARING
2100 ALT 19
PALM HARBOR FL 34683-9886

RECORDED		
Date:	February 8, 2017	
Time:	9:39:14 AM	
Book	Page	DocType
0615	656	Asgt
Charlie Lybrand, Register Charleston County, SC		

MAKER:

CITIFINANCIAL SERVICING

of Sats: # of Pages:
of References:

RECIPIENT:

BAYVIEW LN SERVICING

Note:

Recording Fee	\$ 6.00
Extra Reference Cost	\$ -
Extra Pages	\$ -
Postage	\$ -
Chattel	\$ -
TOTAL	\$ 6.00

Original Book:

T563

Original Page:

189

DRAWER
CLERK



0615
Book



656
Page



02/08/2017
Recorded Date



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Pgs



T563
Original Book



189
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Recorded Time

STATE OF SOUTH CAROLINA
COUNTY OF CHARLESTON

CitiFinancial Servicing LLC,

Plaintiff,

vs.

Isabelle Murray, William Murray, Bernard Murray, Roland Murray, County of Charleston, and South Carolina Department of Revenue,

Defendant(s).

IN THE COURT OF COMMON PLEAS
C/A NO.: 2014-CP-10-07484

**MOTION INFORMATION FORM AND
COVERSHEET**

(File No. 4028.02917)

Plaintiff's Attorney: T. Lowndes Pope, SC Bar #66507 Heidi B. Carey, SC Bar #7020 Damon C. Wlodarczyk, SC Bar #70460 Jayme L. Shy, SC Bar #81551 Meredith M. Robertson, SC Bar #68322 Peter M. Balthazor, SC Bar #68244 Christopher M. Wasson, SC Bar #101890 Nicholas J. Skorzewski, SC Bar #102830 RILEY POPE & LANEY, LLC 2838 Devine Street Post Office Box 11412 (29211) Columbia, South Carolina 29205 (803) 799-9993/(803) 239-1414	Defendant's Attorney: Isabelle Murray Barry I. Baker One Carriage Lane, Building H Post Office Box 31265 (29417-1265) Charleston, SC 29407-6085 County of Charleston Johanna S. Gardner 4045 Bridge View Drive, Suite B232 North Charleston, SC 29405-7464 South Carolina Department of Revenue Milton G. Kimpson 300A Outlet Pointe Boulevard Post Office Box 12265 (29211) Columbia, SC 29201
---	--

MOTION HEARING REQUESTED (attach written motion and complete Sections I & III)
 FORM MOTION, NO HEARING REQUESTED (Complete Sections II and III)
 PROPOSED ORDER/CONSENT ORDER (Complete Sections II and III)

SECTION I: Hearing Information

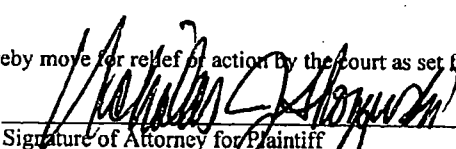
Nature of Motion: Motion for Order Substituting Party Plaintiff

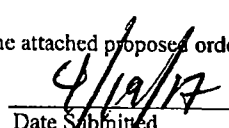
Estimated Time Needed: _____ Court Reporter Needed: _____

SECTION II: Motion Type

Written Motion Attached
 Form Motion:

I hereby move for relief of action by the court as set forth in the attached proposed order.


Signature of Attorney for Plaintiff


Date Submitted

SECTION III: Motion Fee

PAID - AMOUNT: \$25.00
 EXEMPT: (check reason)

Rule to Show Cause in Child or Spousal Support
 Domestic abuse or Abuse and Neglect
 Indigent Status State Agency v. Indigent Party
 Sexually Violent Predator Act Post-Conviction Relief
 Motion for Stay in Bankruptcy
 Motion for Publication Motion for Execution (Rule 69, SCRCP)
 Proposed order submitted at request of the court; or, reduced to writing from motion made in open court per Judge's instructions
Name of Court Report: _____
 Other: _____

JUDGE'S SECTION

Motion fee to be paid upon filing of the attached Order.
 Other: _____

JUDGE CODE: _____ Date: _____

CLERK'S VERIFICATION

Collected by: _____ (Print Name) DATE FILED: _____

MOTION FEE COLLECTED: _____
 CONTESTED - AMOUNT DUE: _____

Exhibit 5

THE HEIRS PROPERTY LAW FIRM, LLC

27 Gamecock Ave., Suite 200
Charleston, South Carolina 29407
Telephone (843) 225-8754
Fax (843) 225-8765

FAX COVER SHEET

To: Hon. Judge Mikell R. Scarborough
Fax No.: (843) 958-5077
Phone No.: (843) 598-5070

From: Willie B. Heyward, Esq.
Attorney for Defendants

CC: Lisa W. Snell, Paralegal
Riley, Pope & Laney, LLC
2838 Devine Street
Post Office Box 11412 (29211)
Columbia, S. C. 29205
Fax No.: (803) 239-1414

Barry Baker, Esq.
Attorney for Isabelle Murray
One Carriage Lane, Building H
Post Office Box 31265 (29417-1265)
Charleston, S. C. 29407-6085
Fax No.: (843) 766-1295

Johanna S. Gardner, Esq.
Attorney for County Of Charleston
4045 Bridge View Drive, Suite B232
North Charleston, S. C. 29405-7464
Email: jgardner@charlestoncounty.org

Drew Walker, Esq.
Rogers, Lewis, Jackson, Mann & Quinn, LLC
1901 Main Street, Suite 1200
Columbia, S. C. 29201
Fax No.: (803) 252-3653

Milton G. Kimpson, Esq.
Attorney for South Carolina Department of Revenue
300A Outlet Pointe Boulevard

Exhibit 6

STATE OF SOUTH CAROLINA

COUNTY OF CHARLESTON

Bayview Loan Servicing, LLC, a Delaware
Limited Liability Company,

Plaintiff,

vs.

Isabelle Murray, William Murray, Bernard
Murray, Roland Murray, County of
Charleston, and South Carolina Department
of Revenue,

Defendants.

(File No.: 4028.02917)

RILEY POPE & LANEY, LLC
Attorneys for Plaintiff

ROGERS LEWIS JACKSON MANN
AND QUINN, LLC
Attorneys for the Plaintiff
Drew B. Walker, Esq.

IN THE COURT OF COMMON PLEAS

C/A NO.: 2014-CP-10-07484

**ORDER GRANTING
PARTIAL SUMMARY JUDGMENT
OF FORECLOSURE
(As to interest of Isabelle Murray
and William Murray only)**

(Non-Jury)

(Not Eligible for HAMP)

(Deficiency Waived)

BY

Barry I. Baker, Esquire
Attorney for Isabelle Murray

Willie B. Heyward, Esquire
Attorney for William Murray

Johanna S. Gardner, Esquire
Attorney for County of Charleston

Sean G. Ryan, Esquire
Attorney for South Carolina Department of
Revenue

FILED
2018 MAR 21 PM 3:33
JULIE J. ARMSTRONG
CLERK OF COURT

This Court held a hearing on December 19, 2017, for argument on Plaintiff's motion for summary judgment. Defendant Bernard Murray appeared at the hearing with counsel Willie B. Heyward and opposed summary judgment for foreclosure on his interest in the subject property. Attorney Drew B. Walker and Damon C. Wlodarczyk appeared for the Plaintiff. Based upon the arguments and the proof made of the facts and circumstances alleged in the pleadings, I find, conclude, and order as follows:

FINDINGS OF FACT

- 1) The Lis Pendens was filed on December 9, 2014.
- 2) The Summons and Complaint were filed on December 9, 2014.

3) Service was made upon the Defendants as shown by the proof of service filed herein.

4) The Defendants Roland Murray, William Murray, and Bernard Murray are in default as shown by Affidavit, Notice, or Order filed herein.

5) The Defendants and all attorneys of record were notified of the time, date, and place of the hearing in this matter.

6) According to the affidavit filed herein, a good faith investigation did not determine that the defaulting Defendants Isabelle Murray, William Murray, Roland Murray, William Murray, Bernard Murray are in the military service and therefore entitled to protection under the Servicemembers' Civil Relief Act, 50 U.S.C. §3901 et seq., or any amendments thereto.

7) For value received, Isabelle Murray and William Murray made, executed, and delivered a note ("Note") dated November 25, 2005, promising thereby to pay to the order of CitiFinancial, Inc. the sum of Seventy-five Thousand One Hundred Nine and 19/100 (\$75,109.19) Dollars, with interest at the rate of 10.39% per annum initially, with a current rate of 9.8892% per annum. 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, Isabelle Murray made, executed, and delivered to CitiFinancial, Inc. a certain real estate mortgage ("Mortgage") in writing, dated November 25, 2005, covering real property in Charleston County, which is the same as that described in the Complaint. The Mortgage was filed in the Office of the Register of Mesne Conveyances/Register of Deeds for Charleston County on November 28, 2005, in Book T563 at Page 189. Thereafter, by Assignment recorded November 7, 2014 in Book 0439 at Page 637, the Mortgage was assigned to CitiFinancial Servicing LLC. Thereafter, by Assignment recorded February 8, 2017 in Book 0615 at Page 656, the Mortgage was assigned to Bayview Loan Servicing, LLC, a Delaware Limited Liability Company.

9) The Mortgage evidences and secures the repayment of money advanced by the mortgagee to, or on behalf of, the mortgagors, and constitutes a first mortgage lien on the mortgaged premises.

10) By virtue of that Decree as to Quiet Title Action Only - Partition Action to be Decided at Subsequent Hearing, dated September 14, 2011 and recorded September 15, 2011 in Case No. 2009-CP-10-02245, it was ordered that the subject property be divided as follows:

81.25% interest to Isabelle Murray, 6.25% interest to William Murray, 6.25% interest to Bernard Murray, and 6.25% interest to Roland Murray.

11) The Plaintiff is the real party in interest pursuant to SCRCP 17(a) and is entitled to enforce the terms of the subject Note and Mortgage.

12) The titleholders of record of the subject property as of the filing of the Lis Pendens in this action are Isabelle Murray, the original mortgagor (81.25% interest), William Murray (6.25% interest), Bernard Murray (6.25% interest), and Roland Murray (6.25% interest).

13) Any notice required by the terms of the Note and/or Mortgage or by state or federal statutes has been given to the applicable Defendants prior to the commencement of this action.

14) The loan evidenced by the Note and Mortgage is serviced by a servicer participating in the Home Affordable Modification Program (HAMP). It is not owned, securitized, or guaranteed by Fannie Mae or Freddie Mac. The subject loan is not eligible for HAMP because all available loss mitigation alternatives have been exhausted, and a non-foreclosure outcome could not be reached.

15) Therefore, the Court finds that there are no HAMP issues to be resolved before foreclosure is ordered or the sale is commenced.

16) As stated in the Certification of Exemption from Administrative Order 2011-05-02-01 filed herein, the real property which is the subject of this action is not an "owner occupied dwelling" as defined in the Order.

17) The Note payments which became due on March 15, 2014, and subsequent months, have 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 its attorney for collection by foreclosure.

18) The sum of \$5,982.00 is a reasonable fee to allow as attorney's fees for Plaintiff's attorneys at Riley Pope & Laney, LLC for services performed and anticipated to be performed until final adjudication of this action, under the terms of the Note and Mortgage. Attorney's fees for Plaintiff's attorney at Rogers Lewis Jackson Mann & Quinn, LLC may be added to the Total Debt following submission of an attorney's fees affidavit at the conclusion of this matter. The inclusion of 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.

19) The amount due and owing on the Note, with interest at the rate provided in the Note, and other costs and expenses of the within action, including an attorney's fee, secured by the Note and Mortgage, is as follows:

(a) Principal amount due as of March 15, 2014	\$71,424.87
(b) Interest (Daily Simple Interest paid to February 6, 2017)	
Daily Simple Interest from February 6, 2017 to August 17, 2017	\$3,715.51
Accrued Interest	\$22,059.97
(c) Advances	
Property Taxes	\$4,738.10
Insurance	\$132.85
Property Inspections	\$55.00
(d) Costs of collection prior to hearing (service of process, filing fees, etc.)	\$0.00
(e) Attorney's Fees	\$5,982.00
Total debt secured by Note and Mortgage, including interest to date shown	\$108,108.30

20) 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 9.8892% 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.

21) The Plaintiff is seeking the usual foreclosure of the mortgage and has in the Complaint, or subsequently thereto in writing, expressly waived the right to a personal or deficiency judgment pursuant to Rule 71(b) SCRPC.

22) The following Defendant(s) claim(s) or may claim a junior lien upon or interest in the subject property or are otherwise involved in this matter. In the event there is a surplus from the sale of the subject property, the validity, priority and amount of such liens will be determined at a hearing subsequent to the sale, in accordance with Rule 71(c), SCRPC. The Clerk of Court/Register of Deeds is hereby ordered to release said liens in so much as it pertains to the property which is the subject of this action:

County of Charleston by virtue of a judgment against Isabelle W. Murray in the amount of \$382.00 dated November 13, 2007 and recorded on January 7,

2008 in Judgment Roll No. 2008-JG-10-00033. Any such interest in or lien upon the property is junior and subordinate to Plaintiff's mortgage.

The South Carolina Department of Revenue by virtue of any lien(s) of record, including, but not limited to, a Tax Lien against Bernard Murray, bearing Tax Lien No. 3-50605984-4, in the amount of \$1,439.51, dated March 4, 2005, and recorded on March 15, 2005 as File Year 2005, File No. 3047; and a Tax Lien against Bernard Murray, bearing Tax Lien No. 3-51647331-7, in the amount of \$379.72, dated December 13, 2013, and recorded on December 27, 2013 as File Year 2013, File No. 32265. Any such interest in or lien upon the said property is junior and subordinate to Plaintiff's mortgage.

CONCLUSIONS OF LAW

IT IS THEREFORE ORDERED, ADJUDGED, AND DECREED:

1) The Plaintiff's Mortgage should be declared a first mortgage lien and Plaintiff should have judgment of foreclosure of the mortgage as to Isabelle Murray's interest (81.25%) and as to the interest of William Murray (6.25%).

2) The Court finds that there are no HAMP issues to be resolved before foreclosure is ordered.

3) The Court also finds the real property is not an "owner occupied dwelling" as defined in the May 2, 2011 Administrative Order, and is therefore exempt from said Order.

4) The Defendants named herein, and all persons whosoever claiming under Defendants, are forever barred and foreclosed of all right, title, interest, equity of redemption or lien in the portion of the mortgaged premises so sold, or any part thereof.

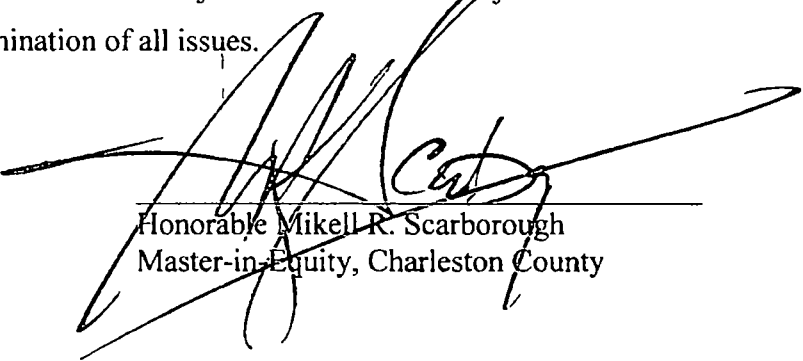
5) There is due to the Plaintiff on the Note and Mortgage set forth in the Complaint the sum of **\$108,108.30**, as set out in the Findings of Fact *supra*.

6) The amount due in the preceding paragraph (the "Total Debt" as set out in the Findings of Fact *supra*, and later accrued interest on the principal), shall constitute the total judgment debt due Plaintiff and shall bear interest hereafter at the rate of 9.8892% per annum. The amount of the judgment shall be subject to increase to permit the 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 attorney's services not contemplated by the initial fee awarded. Jurisdiction over the fee award and 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 statement and shall be adjudicated by the Court without further finding.

7) The Defendants liable for the aforesaid judgment debt including interest at the rate of 9.8892% per annum 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.

8) It is therefore ordered the partial summary judgment of foreclosure be granted as to the claims against the mortgagors Isabelle Murray and William Murray. This Order makes no determination as to Plaintiff's claims against the remaining Defendants, all of whom are in default. The case shall remain open to allow the parties additional time for investigation concerning the interests that Defendant Bernard Murray and Defendant Roland Murray may have in the subject real property, and whether such interests are subject to foreclosure. A judicial sale will be set following this Court's final determination of all issues.



Honorable Mikell R. Scarborough
Master-in-Equity, Charleston County

March 15, 2018
Charleston, South Carolina

FORM 4

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

JUDGMENT IN A CIVIL CASE

CASE NO. 2014-CP-10-07484

Bayview Loan Servicing, LLC, a Delaware Limited Liability
Company

PLAINTIFF

vs.

Isabelle Murray, William Murray, Bernard Murray, Roland
Murray, County of Charleston, and South Carolina Department
of Revenue

DEFENDANTS.

FILED
2018 MAR 21 PM 3:33
JULIE J. ARMSTRONG
CLERK OF COURT
BY _____

Submitted by: Riley Pope & Laney, LLC
PO Box 11412, Columbia, SC 29211-1412
Attorney for Plaintiff

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. See page 2 for additional information.
- 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 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 (List amount(s) below)
		N/A

If applicable, describe the property, including tax map information and address, referenced in the order:
Tax Map # 418-11-00-158; 833 5th Avenue, Charleston, South Carolina 29407-6172

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.

Circuit Court Judge


Jddge Code


Date 7/15/18

For Clerk of Court Use Only

This judgment was entered on the _____ day of _____, 2018, and a copy mailed first class or placed in the appropriate attorney's box on this _____ day of _____, 2018 to attorneys of record or to parties (when appearing pro se) as follows:

Attorneys for Plaintiff:
Riley Pope & Laney, LLC
Post Office Box 11412
Columbia, South Carolina 29211-1412

Defendants:
Barry I. Baker, Esquire
BAKER LAW FIRM
Post Office Box 31265
Charleston, South Carolina 29417-1265
Attorney for Isabelle Murray

Willie B. Heyward, Esquire
HEIRS PROPERTY LAW CENTER, LLC
27 Gamecock Avenue, Suite 200
Charleston, South Carolina 29407-3398
Attorney for Bernard Murray and Roland Murray

Johanna S. Gardner, Esquire
CHARLESTON COUNTY ATTORNEY'S OFFICE
4045 Bridge View Drive, Suite B232
North Charleston, South Carolina 29405-7464
Attorney for County of Charleston

Sean G. Ryan, Esquire
SOUTH CAROLINA DEPARTMENT OF REVENUE
Post Office Box 12265
Columbia, South Carolina 29211-2265
Attorney for South Carolina Department of Revenue

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 judgement to parties who are not E-Fileers or who are appearing pro se. See Rule 77(d), SCRPC.

ADDITIONAL INFORMATION REGARDING DECISION BY THE COURT AS REFERENCED ON PAGE 1.

This action came to trial or hearing before the court. The issues have been tried or heard and a decision rendered.

Exhibit 7

Q
COUNTY OF CHARLESTON

IN THE COURT OF COMMON PLEAS
NINTH JUDICIAL CIRCUIT

BAYVIEW LOAN SERVICING, LLC, a
Delaware Limited Liability Company

CASE NO: 2014-CP-10-07484

Plaintiff

vs.

ISABELLE MURRAY, WILLIAM
MURRAY, BERNARD MURRAY,
ROLAND MURRAY, COUNTY OF
CHARLESTON AND SOUTH CAROLINA
DEPARTMENT OF REVENUE

**AFFIDAVIT OF DEFENDANT
BERNARD MURRAY**

Defendants

PERSONALLY appeared before me, **BERNARD MURRAY**., who under oath, deposes and says:

1. I am a defendant in the above captioned **BERNARD MURRAY** foreclosure action.
2. I received a copy of the order of sale in this matter on September 26, 2018, thru the United States Mail at my residence located at 833 5th Avenue, Charleston, South Carolina.
3. My brother, Roland Murray another defendant in this matter, also received a copy of the order of sale in this matter on September 26, 2018, thru the United States Mail and picked up the order at my residence located at 833 5th Avenue, Charleston, South Carolina.

FURTHER AFFIANT SAITH NOT

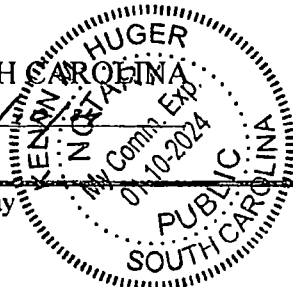
Bernard Murray
BERNARD MURRAY

Sworn to before me this
2 day of October 2018

NOTARY PUBLIC FOR SOUTH CAROLINA

My Commission Expires: 01-10-2024

[Signature]



Affidavit of Bernard Murray
October 2018

THE STATE OF SOUTH CAROLINA
In the Court of Appeals

APPEAL FROM CHARLESTON COUNTY
Court of Common Pleas

Honorable Mikell R. Scarborough
Trial Court Case No. 2014-CP-10-07484

Appellate Case No. 2018-002228

RECEIVED

JAN 07 2019

SC Court of Appeals

Bernard Murray and Roland Murray, Appellants.

v.

Bayview Loan Servicing, LLC, a Delaware Limited Liability Company; Isabelle Murray; County of Charleston, and South Carolina Department of Revenue, Respondents,

CERTIFICATE OF SERVICE

I certify that I have served a copy of *Return in Opposition to Request for Extension of Time to File Order on Appeal* by depositing a copy of the same in United States Mail, postage prepaid, on January 7, 2019, to Appellants' Attorney of record, listed herein:

Willie B. Heyward, Esq.
27 Gamecock Avenue
Suite 200
Charleston, SC 29407
Attorney for Appellant



Pamela Baker – Paralegal
Rogers Lewis Jackson Mann & Quinn, LLC

January 7, 2019

ROGERS LEWIS

ATTORNEYS AT LAW

Pamela Baker - Paralegal
pbaker@rogerslewis.com

January 7, 2019

RECEIVED

JAN 07 2019

SC Court of Appeals

Via Hand-Delivery to:

Honorable Jenny Abbott Kitchings
Clerk, South Carolina Court of Appeals
1220 Senate Street
Columbia, SC 29201

RE: Bernard Murray and Roland Murray v. Bayview Servicing LLC, et al.
Case No. 2018-002228

Dear Ms. Kitchings:

Enclosed please find an original and seven copies of the Return in Opposition to Request for Extension of Time to File Order on Appeal for filing in the above referenced matter.

Should you have any questions, please contact our office

Sincerely,



Pamela Baker
Paralegal for Drew B. Walker

DBW/pdb

Enclosure(s)

cc: Via U.S. Mail only to:
Willie B. Heyward, Esq.