

STATE OF SOUTH CAROLINA)
)
COUNTY OF CHARLESTON)

IN THE COURT OF COMMON PLEAS
FOR THE NINTH JUDICIAL CIRCUIT
CASE NO.: 2017-CP-10-6519

THE SAVANNAH HOMEOWNERS)
ASSOCIATION, I NC.,)

Plaintiff,)

v.)

DENISE H. JONES and LVNV FUNDING)
LLC,)

Defendants.)

**DECREE OF FORECLOSURE
and ORDER OF SALE**

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SC Court of Appeals

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CLERK OF COURT

This matter came before me for a hearing on the merits on November 6, 2018, pursuant to an Order of Reference. Any appeal of this decision is to be made directly to the Supreme Court of South Carolina. Notice of this hearing was forwarded to Defendant Denise H. Jones.

This foreclosure was commenced by the filing of Lis Pendens, Summons and Complaint and a Notice Required by the Fair Debt Collection Practices Act on December 21, 2017. Defendant Denise H. Jones ("Jones") was served on January 19, 2018. Jones mailed to Plaintiff's counsel's office a letter disputing the debt dated February 15, 2018, which was filed with the Clerk of Court February 16, 2018. Plaintiff made a Notice of and Motion to Strike, or for a More Definite Statement regarding such letter, which has been filed of record. Following the hearing on such Motion, Jones was required to file an Answer to Plaintiff's Complain within thirty (30) days of August 30, 2018. Jones mailed a letter, dated September 24, 2018, and without a certificate of service, which was received by Plaintiff's counsel on October 1, 2018, and was not filed with the Court. By letter of Plaintiff's counsel to the Clerk of Court, Jones' letter was filed October 3, 2018. This case has been referred to me for a hearing on the merits.

Based upon the testimony entered at the hearing held November 6, 2018, I now make the following findings of facts.

1. **I FIND** that Jones is/are the record owner(s), and has/have been since June 11, 2001, of that real property commonly known as 506 Arlington Drive, Apartment D, Charleston County,



South Carolina 29414, TMS No.: 310-07-00-104 ("Property").

2. **I FIND** that the Property and its owner(s), Jones, are subject to the provisions of certain documents referred to as the Master Deed Establishing The Savannah Horizontal Property Regime, as amended, recorded at Book A357, Page 616 ("Master Deed"), in the office of the Register of Deeds for Charleston County, and the Bylaws of The Savannah Horizontal Property Regime, as amended ("Bylaws") (Master Deed and Bylaws collectively, "Governing Documents").

3. **I FIND** that the Governing Documents allow for Plaintiff's recovery of attorneys' fees and costs in the event of a legal action.

4. **I FIND** that the property description contained in the Lis Pendens filed by Plaintiff, and attached hereto and incorporated herein as Exhibit A is the proper description of the Property owned by Jones and encumbered by Plaintiff's lien.

5. **I FIND** that Bank of America, N.A., may have or has an interest in the Property as the holder of two mortgages and/or notes thereon (1) in the original amount of \$84,650.00, dated June 4, 2001, and recorded with the Charleston County Register of Deeds June 6, 2001, in Book P373 at Page 103; and (2) in the original amount of \$10,191.00, dated August 15, 2003, and recorded with the Charleston County Register of Deeds September 11, 2003, in Book R466 at Page 878.

6. **I FIND** that Jones is/are in default of his/her/their/its obligations to Plaintiff under the terms of the Governing Documents referred to herein. Jones has/have not paid the past due amounts or kept his/her/their/its obligations to Plaintiff current.

7. **I FIND** that Jones is in default in this action.

8. **I FIND** that Jones was notified of this hearing and appeared pro se.

9. **I FIND** that the subject matter of Plaintiff's action is property located in Charleston County, and that this Court has jurisdiction to render a final decision on the issues raised in the Complaint.

10. **I FIND** that there is due and owing to Plaintiff, as of November 6, 2018, the past due sum of \$4,293.79 (as due from September 2016 only) not including late fees or interest and after crediting all payments made by Defendant, costs in the amount of \$904.76 and attorneys' fees of \$2,446.00. The total due Plaintiff as of this date is ~~\$4,644.55~~ ³ ~~8~~ 644.55. *MS*

11. **I FIND** that based on the issues involved in this case, the experience of counsel, and

the result being obtained, a reasonable attorneys' fee is \$2,446.00, together with costs of \$904.76.

12. I FIND that Plaintiff has reserved its right to assert, claim and recover any additional attorneys' fees and costs it may incur after the within hearing (excluding any post-hearing fees awarded in the Decree) arising out of or related to the within action.

13. I FIND that Plaintiff has waived its right to a deficiency judgment.

NOW, THEREFORE, based on the foregoing findings of fact, it is hereby ORDERED, as follows:

1. That immediate judgment is entered in favor of Plaintiff The Savannah Homeowners Association, Inc. and against Defendant Denise H. Jones in the original amount of \$8,644.55, including reasonable attorneys' fees and costs.

2. That judgment of foreclosure and sale is entered in favor of Plaintiff The Savannah Homeowners Association, Inc. and against Defendant Denise H. Jones as to the lien referenced herein with the Court determining that the balance due and owing to Plaintiff is \$8,644.55, including reasonable attorneys' fees and costs.

3. That the Property be foreclosed and the Master-in-Equity, by advertisement according to law, shall give notice of the time and place of such sale, and terms thereof, and shall convey to the purchaser or purchasers a deed to the premises sold; and Plaintiff, or any other party to this action, may become a purchaser at such sale. If, upon such sale being made, the purchaser or purchasers should fail to comply with the terms thereof, the Master-in-Equity may advertise the Property for sale on the next, or some other subsequent Sales Day, at the risk of the former highest bidder shall be a party other than Plaintiff, then the party shall submit upon completion of the sale, a deposit of five (5%) percent. Should the successful bidder fail to comply with his/her/their/its bid within thirty (30) days of the sales date, his/her/their/its deposit shall be forfeited and applied to the costs incurred by Plaintiff in maintaining this action and in selling the Property. In the event Plaintiff is the successful bidder, at its option, or the option of its assignee, the deed may be taken subject to payment granted of any taxes or assessments constituting a lien against the Property sold under this Order and hereinafter more fully described. The successful bidder shall pay the costs of deed stamps on said deed.

4. Any future sale of the Property shall be subject to any preexisting mortgage of record.

5. The Court shall apply the proceeds of the sale as follows:

FIRST: to payment of any liens for taxes due and payable upon the Property to be sold, and any special assessments against such Property, and any taxable disbursements by the attorneys in this action.

NEXT: to satisfaction of Plaintiff's lien, and all costs, expenses and debts arising therefrom.

NEXT: to payment of Plaintiff's attorneys' fees and costs in the amount of \$4,446.00, together with costs of this action in the amount of \$904.76.

6. It is further ordered, adjudged and decreed that in the event the successful bidder is other than the defendant(s) in possession herein, 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 to put the successful bidder or his assigns in full, quiet and peaceable possession of said premises without delay, and, to keep said successful bidder or his assigns in such peaceable possession. 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.

7. The following is a description of the Property herein **ORDERED** to be sold:

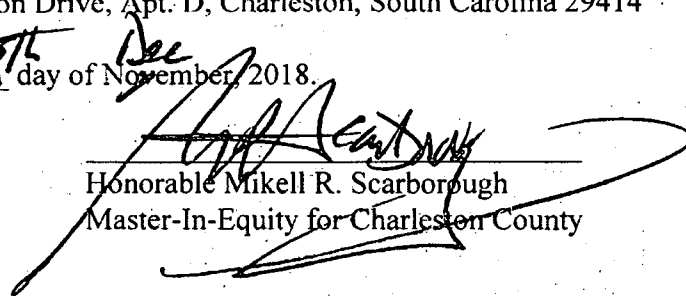
**SEE EXHIBIT A,
ATTACHED HERETO AND INCORPORATED HEREIN**

TMS #: 310-07-00-104

Property Address: 506 Arlington Drive, Apt. D, Charleston, South Carolina 29414

IT IS SO ORDERED this ^{18th}/₂ day of ^{Dec} November, 2018.

Charleston, South Carolina


Honorable Mikell R. Scarborough
Master-In-Equity for Charleston County