

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

JUDGMENT IN A CIVIL CASE

CASE NO. 2018CP2103238

Nationstar Mortgage  
PLAINTIFF(S)

Barbara A Gibbs et al  
DEFENDANT(S)

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
- STAYED DUE TO BANKRUPTCY**
- DISPOSITION OF APPEAL TO THE CIRCUIT COURT (CHECK APPLICABLE BOX):**  
 Affirmed;  Reversed;  Remanded;  
 Other

RECEIVED  
MAR 25 2019  
SC Court of Appeals

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 judicial sale of the property subject to the mortgage in this case is hereby referred to the Honorable Haigh Porter, Master-in-Equity, for Florence County. This Order of Reference is made pursuant to S.C. Code Ann. 15-39-630 and SCRPC Rule 53. Judge Porter shall have the authority to sell said property to the highest bidder at public auction during any regular judicial sale day, or at any other time that he may deem fit and proper.

ORDER INFORMATION

This order  ends  does not end the case.  See Page 2 for additional information.

For Clerk of Court Office Use Only

This judgment was electronically entered by the Clerk of Court as reflected on the Electronic Time Stamp, and a copy mailed first class to any party not proceeding in the Electronic Filing System on 03/15/2019 .

Melvin E Gibbs for Melvin E Gibbs  
Barbara A Gibbs for Barbara A Gibbs  
Westbrook Phase IV Homeowners Association  
Melvin E Gibbs for Melvin E Gibbs  
Barbara A Gibbs for Barbara A Gibbs

NAMES OF TRADITIONAL FILERS SERVED BY MAIL

**Court Reporter:**

**E-Filing Note:** 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 judgment to parties who are not E-Filers or who are appearing pro se. See Rule 77(d), SCRPC.

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Florence Common Pleas

**Case Caption:** Nationstar Mortgage VS Barbara A Gibbs , defendant, et al

**Case Number:** 2018CP2103238

**Type:** Order/Electronic Form 4

So Ordered

s/ The Honorable Michael G. Nettles #2140

Electronically signed on 2019-03-15 11:22:14 page 3 of 3

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

JUDGMENT IN A CIVIL CASE

CASE NO. 2018-CP-21-03238

Nationstar Mortgage LLC

Barbara A. Gibbs, Melvin E. Gibbs, and  
Westbrook Phase IV Homeowner's  
Association

PLAINTIFF(S)

DEFENDANT(S)

Submitted by: Scott and Corley, P.A.	Attorney for : <input checked="" type="checkbox"/> Plaintiff <input type="checkbox"/>
	Defendant <input type="checkbox"/> or <input checked="" type="checkbox"/> Self-Represented Litigant

DISPOSITION TYPE (CHECK ONE)

- JURY VERDICT.** This action came before the court for 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 FOR 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

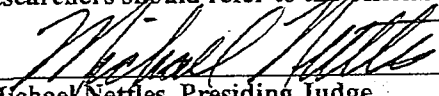
This order  ends  does not end the case. Additional Information for the Clerk :

The property which is the subject of this action shall be sold at public sale pursuant to the Master in Equity's Report and Judgment of Foreclosure and Sale.

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: TMS No. 4915-01-018 Property address: 4257 Monterey Rd, Florence, SC 29501		

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.**

  
Michael Nettles, Presiding Judge

2140  
Judge Code

3-5-19  
Date

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:

Scott and Corley, P.A.  
P.O. Box 2065  
Columbia, SC 29204

Barbara A. Gibbs  
4257 Monterey Rd  
Florence, SC 29501

Barbara A. Gibbs  
3108 HIDDEN FALLS DRIVE  
Buford, GA 30519

Melvin E. Gibbs  
4257 Monterey Drive  
Florence, SC 29501

Westbrook Phase IV Homeowner's Association  
c/o Glenn Godfrey, Registered Agent  
4249 Monterey Drive  
Florence, SC 29501

Attorney for Plaintiff

Attorney for Defendant(s)

\_\_\_\_\_  
Clerk of Court

Court Reporter: \_\_\_\_\_

**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 hear and a decision rendered.

\_\_\_\_\_  
\_\_\_\_\_  
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STATE OF SOUTH CAROLINA  
COUNTY OF FLORENCE

Nationstar Mortgage LLC,

PLAINTIFF,

VS.

Barbara A. Gibbs, Melvin E. Gibbs, and  
Westbrook Phase IV Homeowner's Association,

DEFENDANT(S).

IN THE COURT OF COMMON PLEAS

CASE NO. 2018-CP-21-03238

ORDER GRANTING PLAINTIFF'S MOTION  
FOR SUMMARY JUDGMENT AND ORDER  
AND JUDGMENT OF FORECLOSURE AND  
SALE

DEFICIENCY DEMANDED AGAINST  
BARBARA A. GIBBS

(151070.00306BH)

TO: Scott and Corley, P.A.  
Attorneys for Plaintiff  
2712 Middleburg Drive, Suite 200  
Columbia, SC 29204  
(803) 252-3340

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4257 Monterey Rd  
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c/o Glenn Godfrey, Registered Agent  
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Florence, SC 29501

**RECEIVED**  
MAR 25 2019  
SC Court of Appeals

Pursuant to Circuit Court Rule 53(b) of the South Carolina Rules of Civil Procedure, the above-entitled matter was referred to the undersigned to make appropriate findings of facts and conclusions of law with authority to enter a final judgment in the cause.

Pursuant to the said Order of Reference a hearing was held by this Court. At the hearing, evidence was presented and from the documents and records received into evidence by this Court, I find, conclude and order as follows:

#### FINDINGS

1. This Court has jurisdiction over the subject matter of this action and the parties hereto and it is the proper forum for the adjudication of this matter.
2. The Court has determined that Plaintiff has complied with the Administrative Order of the Supreme Court dated May 2, 2011 (2011-05-02-01) and the Administrative Order of the Supreme Court dated May 22, 2009 (2009-05-22-01).
3. The Lis Pendens, Summons, and Complaint (and any amendments thereto or joinders thereto) as well as service affidavits for all defendants have been filed with the Clerk of Court for this county.
4. This foreclosure action was filed on October 23, 2013 in Florence County as Case No. 2013-CP-21-2795. Defendant Melvin Gibbs filed an Answer on March 20, 2013. The Answer denied the Defendants ever signed a promissory note, alleged the note had been paid in full, alleged the note had been discharged, denied a failure to make the payments on the note, and denied that the court has jurisdiction over the case. The case was referred to attorney Benjamin Moore to hear as Special Referee for Florence County by Order filed December 18, 2013. Plaintiff filed a Motion for Summary Judgment on March 20, 2014. After the Defendant Melvin Gibbs filed suit against the Special Referee in a federal court action in another state, the Special Referee recused himself by Order filed May 19, 2014. The case was transferred to Horry County and referred to the Horry County Master-in-Equity for hearing by Order filed July 28, 2015, with the case assigned Case No. 2015-CP-26-6384. Defendant Melvin Gibbs filed a Motion for Mandatory Injunction with the South Carolina Court of Appeals on September 10, 2015. The appeal was dismissed by Order filed December 31, 2015 due to the order appealed being interlocutory in nature. The Defendant filed suit against the Horry County Master-in-Equity in federal court in another state and the Horry County Master-in-Equity recused herself by Order filed March 6, 2018. By Order filed December 18, 2018, the case was transferred back to Florence County as assigned Case No. 2018-CP-21-3238.
5. This matter came before the court for a hearing on Plaintiff's Motion for Summary Judgment on February 20, 2019. A motion for summary judgment is appropriate only when it is clear there is no genuine issue of material fact and the moving party is entitled to a judgment as a matter of law. *Shumpert v. Time Insurance Co.*, 328 S.C. 574, 493 S.E.2d 111 (Ct. App. 1997). In ruling on a motion for

summary judgment, the trial court must view the evidence and all inferences which can be reasonably drawn therefrom in the light most favorable to the non-moving party. *Id.* Under Rule 56(c), the party seeking summary judgment has the initial burden of demonstrating the absence of a genuine issue of material fact. Once the moving party meets its initial burden, the non-moving party may not rest on mere allegations or denials in the pleadings; rather the non-moving party must come forward with specific facts showing there is a genuine issue for trial. *Boone v. Sunbelt Newspapers, Inc.* 347 S.C. 571, 556 S.E. 2d 732 (Ct. App. 2001).

6. In the present case, Defendant Barbara Gibbs is the only obligor on the subject note and mortgage and did not file an Answer to Plaintiff's complaint. The Defendant Melvin Gibbs filed an Answer asserting contradictory defenses that the account did not exist, that the account was current and that the account had been paid and satisfied. The Defendant Melvin Gibbs is not a party to the subject note or the mortgage and was named as a party defendant to this action solely due to obtaining an interest in the property after the note and mortgage were already a lien against the property. Despite not being a party to the loan contract or a signatory to the mortgage, Defendant Melvin Gibbs presented arguments to the court, over the objections of Plaintiff's counsel, as to alleged defenses to the foreclosure. Defendant Melvin Gibbs made an oral motion at the hearing to "add" Defendant Barbara Gibbs to his pleadings. Defendant Barbara Gibbs was provided an opportunity by the court at the hearing to speak and present any defenses or statements to the court but declined to do so. Defendant Melvin Gibbs is not an attorney licensed to practice law in the State of South Carolina, having been disbarred from the practice of law by Order of the South Carolina Supreme Court decided December 22, 2002 *In the Matter of M. Eugene Gibbs*, 349 S.C. 261, 562 S.E.2d 639 (S.C. 2002). Therefore, the court finds that Defendant Melvin Gibbs cannot appear on behalf of Defendant Barbara Gibbs and cannot make legal arguments and motions on her behalf. The court further finds that Defendant Melvin Gibbs is not a party to the loan contract and lacks standing to contest the debt.

7. The court finds that the evidence presented clearly establishes that the subject mortgage account is in arrears due to the failure of Defendant Barbara A. Gibbs to make the full monthly payments in a timely fashion and due to the failure to maintain insurance coverage on the subject real property as required by the terms of the loan. In support of the Motion for Summary Judgment, Plaintiff provided a sworn affidavit with a payment history, with an updated Affidavit of Indebtedness filed February 7, 2019. Plaintiff also submitted an Affidavit of Plaintiff as to Payment Application. Pursuant to the affidavit, the subject loan fell into arrears when the Defendant Barbara A. Gibbs failed to make the payment due on December 1, 2011. The payment history and supporting documentation shows that Plaintiff continued to accept late and partial payments on the account until Defendant Barbara Gibbs canceled the policy

providing insurance coverage on the property. By Mortgage Loan Statement dated March 19, 2013, Plaintiff confirmed that the account was past due for monthly payments in the amount of \$2,197.32, unpaid late charges of \$1,403.80, with the past due amount totaling \$3,662.62. Due to a reassessment for the escrow on the property taxes, the monthly payments were increased to \$2,205.96 effective with the payment due on April 1, 2013. Despite the notification of the increased payment due to the escrow reassessment, the Defendant Barbara A. Gibbs continued to submit payments for the previous payment amount of \$2,197.32 which resulted in an additional shortage combined with the previous failure to make any payment for the December 2012. Further pursuant to the affidavit, the Defendant Barbara A. Gibbs was required to maintain insurance coverage on the subject real property. The Defendant Gibbs canceled the insurance coverage effective December 16, 2012 as shown on the Acknowledgment of Cancellation Request. By letter dated January 13, 2013, Plaintiff notified Defendant Barbara A. Gibbs that she was required to provide proof of insurance coverage within 30 days or the Plaintiff would be forced to obtain coverage. By letter to Defendant Barbara A. Gibbs dated February 14, 2013, Plaintiff confirmed that the mortgagor had failed to provide proof of insurance coverage. By letter dated March 28, 2013, Plaintiff confirmed that they had obtained an insurance policy due to the mortgagor's failure to provide proof of coverage and the cost of the force-placed insurance coverage would be added to the monthly mortgage payment. By Mortgage Loan Statement dated May 20, 2013, the monthly mortgage payment was increased to \$2,990.59 due to the additional escrow for force-placed insurance. The statement confirmed new monthly payment was effective as of the June 1, 2013. The statement also confirmed an arrearage of \$3,756.81 as of May 20, 2013. Despite the multiple notifications of the increased monthly payment and the arrearage, Defendant Barbara A. Gibbs continued to submit payments of only \$2,197.32. A Notice of Breach was sent to Defendant Barbara A. Gibbs on September 5, 2013, for the arrearage of \$7,226.85. The Defendant Barbara A. Gibbs failed to cure the arrearage in the period provided and no further partial payments on the delinquent account were accepted by Plaintiff. Defendant Barbara Gibbs has failed to submit any evidence to contradict or disprove the payment arrearage shown on the payment history and related documents. Therefore, the Plaintiff's Motion for Summary Judgment is hereby granted.

8. The Defendants and/or all attorneys of record making either an appearance or filing a responsive pleading were notified of the time, date, and place of the hearing of this matter.

9. According to the affidavit(s) and certifications filed herein, any Defendant who is in default has been reviewed for his/her eligibility under The Servicemembers' Civil Relief Act of 2003 ("SCRA") and any amendments thereto and this review does not indicate any Defendant is eligible for protections.

10. No Defendant raised any credible issues related to Plaintiff's standing to prosecute this

action, and Plaintiff is the real party in interest as contemplated by Rule 17(a), SCRC. The Court finds that any issues related to Plaintiff's standing or ability to prosecute this action are waived. Unless specifically denied by an answering Defendant, all allegations in the Complaint of Plaintiff are deemed admitted in full.

11. For value received, Barbara A. Gibbs made, executed and delivered a Note dated February 23, 2005, promising thereby to pay to the order of Bank of America, N.A. the sum of \$329,600.00 with interest at the rate of 6.37500% per annum. Other terms and conditions are stated in the Note, which is of record herein.

12. To better secure the payment of the Note described above, the said Barbara A. Gibbs, made, executed and delivered to Bank of America, N.A. a Mortgage in writing, dated February 23, 2005, covering real property in Florence County, which is the same as that described in the Complaint or Amended Complaint. The Mortgage was filed on March 4, 2005 and is of record in the Office of the Clerk of Court/Register of Deeds for Florence County in Book A909 at Page 1711. The Mortgage evidences and secures the repayment of money advanced by the mortgagee to, or on behalf of, the mortgagor(s).

13. Thereafter, said Mortgage was assigned to Nationstar Mortgage LLC by assignment instrument dated January 3, 2013 and recorded January 14, 2013 in Book B444 at Page 1567.

14. Pursuant to the South Carolina Lis Pendens Statute (S.C. Code Section 15-11-10, et. seq.) Counsel for Plaintiff has accomplished a Report on Title whereby Counsel for Plaintiff has, upon information and belief, named all parties who claim or may claim an interest in the subject property. This Court further finds that this Report on Title is a recoverable charge, expense, or cost as provided for in the Mortgage and/or Note contracts and the amount is found to be reasonable.

15. This Court therefore finds that this Mortgage constitutes a first lien on the mortgaged premises.

16. The Court finds that Plaintiff and its counsel have fully complied with all of their obligation(s) as required under the specific terms of the Note and Mortgage being foreclosed as well as all applicable Federal or State statutes or regulations, including, but not limited to, the furnishing of any notices, where applicable (e.g. post referral loss mitigation solicitation letter and/or acceleration warning letter, if or where applicable); the review of this Mortgage loan for compliance with the Home Affordability Modification Program (HMP), if applicable; and moreover and prior to the filing of this judicial proceeding, the Defendant(s) had not raised any compliance defenses or objections as to the servicing of any applicable banking or consumer laws by Plaintiff and/or its counsel.

17. According to the records of Plaintiff and its counsel, neither Plaintiff nor its counsel is

aware of any party to this action currently being on active duty or recently discharged. The Notice of Hearing issued by Counsel for Plaintiff specifically requests any defendant eligible under the SCRA contact Plaintiff's counsel. The Court finds that Counsel for the Plaintiff shall be entitled to recover its charges from the Plaintiff for this Certification/Report to the Court as part of its professional duties in prosecuting this action.

18. According to the records of Plaintiff and its counsel, neither Plaintiff nor its counsel is aware of any party to this action currently being under the protection of the United States Bankruptcy Court. Any demand for a deficiency is not applicable if a party has received a discharge in bankruptcy during the life of the mortgage or is currently under the active protection of the bankruptcy courts. Moreover, any party to this action who is a discharged borrower to the debt of the Plaintiff shall not be subject to and is specifically excluded from both the calculation and collection of any amounts due and owing to the Plaintiff, as required by Rule 71(a) of the South Carolina Rules of Civil Procedure. The Court finds that Counsel for Plaintiff shall be entitled to recover its charges from Plaintiff for this Certification/Report to the Court as part of its professional duties in prosecuting this action and the Court finds such charges to be reasonable.

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

20. With respect to attorney fees and in view of the potential financial liabilities and likely continuing professional obligations inherent in judicially prosecuting a real property mortgage credit matter, the attendant professional duties and responsibilities, and the size of the mortgage debt and consistent with similar case proceedings before this Honorable Court, I find that a reasonable attorney's fee in this matter would be \$9,005.00. This award is consistent with the laws of this state in the awarding of attorney fees. I have considered the six (6) factors (none of these factors is controlling in the singular) as follows: (1) the nature, extent and difficulty of the legal service rendered; (2) the time and labor necessarily devoted to the case; (3) the professional standing of counsel; (4) the contingency of compensation; (5) the fee customarily charged in the locality for similar legal services; and (6) the beneficial results obtained. *Taylor v. Medenica*, 331 S.C. 575, 503 S.E.2d 458 (1998); *Baron Data Systems v. Loter*, 297 S.C. 382, 377 S.E.2d 296 (S.C. 1989), *Jackson v. Speed*, 326 S.C. 289, 486 S.E.2d 750 (1997). Pursuant to the language in the Note and Mortgage, this Court has specifically reviewed and satisfied itself with all six (6) factors, as well as the disclosed client billing by Plaintiff's counsel considered in awarding reasonable attorneys' fees and costs/expenses/charges in this matter as set forth herein in this paragraph as well as Paragraph 18. As itemized below, I find all of the itemized fees and

costs/expenses/charges to be reasonable. Plaintiff has advanced \$7,195.00 to its counsel as partial payment of the attorney fees and this amount appears in Plaintiff's advances below. As itemized below, I find all of the itemized fees and costs/expenses/charges to be reasonable.

21. Although I have heretofore given consideration to all six (6) factors in the awarding of attorney fees and costs herein, jurisdiction over the fee award shall be reserved as granted in the Order of Reference with the right to re-visit the question of attorney fees should the action proceed in an unexpected way and/or to facilitate the assessment and payment of any such current or additional professional compensation.

22. The amount due and owing on the Note, with interest at the rate provided in the Note, including attorney's fee and allowable costs and charges allowable under and secured by the Note and Mortgage, is as follows:

(a) Principal due	\$292,519.20
(b) Interest Due from 07/01/2013 to 11/15/2018	\$100,171.91
(c) Interest from 11/16/2018 to 02/20/2019 (date of hearing)	\$4,904.71
(d) Property Preservation	\$830.00
(e) Previous Attorney Fees/Costs	\$4,882.50
(f) Property Inspections	\$569.00
(g) Property Tax Advance	\$24,838.79
(h) Hazard Insurance Advances	\$27,062.49
(i) Paid Attorney's Costs	\$938.48
(j) Paid Attorney's Fees	\$7,195.00
(k) Attorney's fees (awarded herein, but unpaid)	\$1,810.00
<b>TOTAL DEBT secured by Note and Mortgage including interest to date shown</b>	<b>\$465,722.08</b>

Interest shall continue to accrue on the unpaid principal balance shown in (a) above, at the 6.375% from the date of hearing until entry of judgment, and such interest shall be added to the above stated "Total Debt": to comprise the amount of the judgment debt entered herein. Interest after the date of entry of judgment at the rate of 6.375% per annum (pursuant to the terms of the Note and Mortgage) shall accrue

on the judgment debt and shall be added to such judgment debt to comprise the amount of Plaintiff's debt secured by the Mortgage through the date of compliance with the terms of judicial sale. (Items (e) through (o) are subject to supplemental revision by Plaintiff's counsel and/or modification by the Court.)

23. Based upon a search of the public records of the aforesaid county pursuant to the South Carolina Lis Pendens statute, all persons or entities having an interest or lien or possible claim in or upon the mortgaged premises subordinate to the lien of Plaintiff as of the date and time of the filing of the Lis Pendens herein have been made defendants.

24. Plaintiff is seeking the usual foreclosure of mortgage and has in the Complaint expressly demanded the right to a personal or deficiency judgment against Barbara A. Gibbs.

25. None of the named Defendant(s) have established any claims or defenses, legal or equitable, for relief against Plaintiff, and therefore, no relief, be it legal or equitable, shall be granted to any of the named Defendant(s). In addition, all persons and/or entities who may be or may have been entitled to claim through or under the title or interest of the named Defendant(s) in the subject property shall likewise be absolutely barred and forever foreclosed of any rights, titles, or interests.

#### CONCLUSIONS OF LAW

I, therefore, conclude as follows:

1. Plaintiff has met the requirements of the Administrative Order of the South Carolina Supreme Court (2011-05-02-01) issued by Chief Justice Jean H. Toal, dated May 2, 2011, and also that Plaintiff has met the requirements of the Administrative Order of the South Carolina Supreme Court (2009-05-22-01) issued by Chief Justice Jean H. Toal, dated May 22, 2009.

2. After review of the pleadings of the parties, the Plaintiff's motion for summary judgment and attached exhibits, the Defendants' failure to respond to Plaintiff's Requests for Admission and the argument presented at hearing, I find that the Plaintiff has met its burden of establishing its right to foreclose upon the subject property. Further, I find that it submitted credible evidence as to the amount of the total debt owed on the property as of the date of its affidavit. Additionally, Defendants have failed to come forward with any specific facts showing there is a genuine issue for trial. Therefore, Plaintiff should have judgment of foreclosure of the Mortgage and the mortgaged property should be ordered sold at public auction after due advertisement.

3. All of the named Defendant(s) have not established any claims or defenses, legal or equitable, for relief against Plaintiff, and therefore, no relief, be it legal or equitable, shall be granted to any of the named Defendant(s). In addition, all persons who may be entitled to claim through or under the title or interest of the named Defendant(s) in the subject property shall likewise be absolutely barred

and forever foreclosed.

4. Plaintiff should have a personal or deficiency judgment against Barbara A. Gibbs.

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED:

1. Plaintiff has met the requirements of the Administrative Order of the South Carolina Supreme Court (2011-05-02-01) issued by Chief Justice Jean H. Toal, dated May 2, 2011, and also that Plaintiff has met the requirements of the Administrative Order of the South Carolina Supreme Court (2009-05-22-01) issued by Chief Justice Jean H. Toal, dated May 22, 2009.

2. Plaintiff's Motion for Summary Judgment is granted.

3. That there is due to Plaintiff on the obligation and mortgage as set forth in the Complaint or Amended Complaint the sum of \$465,722.08, representing the total debt due Plaintiff as set forth supra, together with interest at the rate provided therein on the balance of principal from the date aforesaid to the date hereof.

4. The amount due in the preceding paragraph (the "total debt" as set forth in Paragraph hereinabove, and later accrued interest on the principal) shall constitute the total judgment debt due the Plaintiff (may be supplemented as permitted by the Court) and shall bear interest hereafter at the rate of 6.375 percent per annum.

5. That on default of payment at or before the time herein indicated, the mortgaged premises described in the Complaint or Amended Complaint, as hereinafter set forth, be sold by the Florence County Clerk of Court at public auction, after giving Notice of the time and place of such sale by advertisement according to law. Any sales date is tentative and may be rescheduled at any time prior to the sale without further order of this Court or written notice to the parties of the notice of sale, provided notice of the new sales date is duly advertised as required by law. The sale shall be according to the following terms, that is to say:

(a) CERTIFIED FUNDS: The Clerk of Court will require a deposit of 5% on the amount of the bid (in certified funds or equivalent, said 5% deposit being due and payable immediately upon the closing of the bidding, same to be applied to the purchase price only upon compliance with the bid, but in case of non-compliance within 30 days same to be forfeited and applied to the costs and Plaintiff's debt.

(b) Interest on the balance of the bid shall be paid to the day of compliance at the rate of 6.375 percent.

(c) The sale shall be subject to taxes and assessments, existing easements and restrictions of record and prior liens of record.

(d) This Mortgage constitutes a first lien covering the real estate and improvements

therein described.

(e) Purchaser to pay for deed stamps/transfer taxes and cost of recording the deed with Plaintiff to pay the Statutory allowed fee to the preparer of said deed (be it this Court or Counsel for Plaintiff).

6. If Plaintiff be the successful bidder at said sale, for a sum not exceeding the amount of costs, expenses and the indebtedness of Plaintiff in full, Plaintiff may pay to the Court only the amount of the outstanding costs and expenses crediting the balance of the bid on Plaintiff's indebtedness.

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

8. This Court will by advertisement according to law, give notice of the time and place of such sale, and the terms thereof. Any sales date is tentative and may be rescheduled at any time prior to the sale without further order of this court or written notice to the parties of the notice of sale, provided notice of the new sales date is duly advertised as required by law. This Court will execute to the purchaser, or purchasers, a deed to the premises sold. Plaintiff, or any other party to this action may become a purchaser at such sale, and that if, upon such sale being made, the purchaser, or purchasers, should fail to comply with the terms thereof within 30 days after the date of sale, then this Court 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. 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 by grantee of any taxes or assessments constituting a lien against the property sold under this order and hereinafter more fully described. All bidders are hereby and herein noticed that in the event the successful bidder is a third party, neither Plaintiff nor Plaintiff's counsel make any warranties or representations of any kind as to the subject property, including but not limited to its title or habitability on behalf of the third party bidder or any subsequent purchasers.

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

10. In the event of a third party bidder wherein the successful third party bidder fails to deliver the required deposit in certified (immediately collectible) funds to this Court by close of bidding on the day of the sale, this Court will re-sell the subject property at the most convenient time thereafter (including the day of sale) upon notification to counsel for Plaintiff.

11. That this Court shall apply the proceeds of the sale as follows:

FIRST: To the payment of the amount of the permitted costs, charges, and expenses of this action, including any Guardian ad Litem or SCRA Attorney Fee or fees of any attorneys appointed by motion of Plaintiff's Counsel and under Order of the Court;

NEXT: To the payment to Plaintiff or Plaintiff's attorney, of the amount of Plaintiff's debt and interest or so much thereof as the purchase money will pay on the same; and Plaintiff's attorney shall receive and disburse such funds only in total and absolute compliance with the debt, interest, escrow, and related calculations of this Court including the Court's award for attorney fees, court permitted charges and taxable costs pursuant to Rules 54 and 71, South Carolina Rules of Civil Procedure;

NEXT: Any surplus will be held pending further order of the Court as provided for in the South Carolina Rules of Civil Procedure and particularly Rule 71(c) of the South Carolina Rules of Civil Procedure.

12. It is further ORDERED, that if the successful bidder is other than the person(s) or entity in possession herein, the Sheriff of this County is ordered and directed to evict and remove from the premises the occupants of the property sold, together with all personal property located thereon, and put the successful bidder or his assigns in full, quiet and peaceable possession of said premises without delay, and to keep said successful bidder or his assigns in such peaceable possession.

13. IT IS FURTHER ORDERED, ADJUDGED AND DECREED that in the event there is a mobile/manufactured home located on the subject property, the South Carolina Department of Motor Vehicles is directed and ordered to provide the new Certificate of Title to the attorneys for the Plaintiff as agent for the grantee on the deed upon payment of the required title fees on any mobile/manufactured home which is herein located on the subject property and intended to be collateralized by the Plaintiff's security documents as heretofore received into evidence by this Court, or which may be received into evidence at any necessary hearing post sale of the subject property.

14. And it is further ORDERED, ADJUDGED AND DECREED that none of the named Defendant(s) have established any claims or defenses, legal or equitable, for relief against Plaintiff, and therefore, no relief, be it legal or equitable, shall be granted to any of the named Defendant(s). In addition, all persons and/or entities who may be or may have been entitled to claim through or under the

title or interest of the named Defendant(s) in the subject property shall likewise be absolutely barred and forever foreclosed of any rights, titles, or interests.

15. IT IS FURTHER ORDERED that the deed of conveyance made pursuant to said sale shall contain the names of only the first-named Plaintiff and the first-named Defendant, and the Defendant who was the titleholder of the mortgaged property at the time of the filing of the notice of pendency of the within action, and the name of the grantee, and the applicable recorder of deeds is authorized to omit from the indices pertaining to such conveyance the names of all parties not contained in said deed.

16. This Court will retain exclusive jurisdiction to do all necessary acts incident to this foreclosure, including, but not limited to, all matters post-sale which may affect the transfer of the title to the subject real property and all improvements thereon, as well, the issuance of a Writ of Assistance.

17. Upon issuance of this Court's Report on Sale and Disbursements, the Clerk of Court/Register of Deeds is directed to release of record the mortgage lien being foreclosed, which mortgage lien is described as follows:

Mortgage from Barbara A. Gibbs to Bank of America, N.A., dated February 23, 2005, covering real property in Florence County, filed on March 4, 2005, and is of record in the Office of the Clerk of Court/Register of Deeds for Florence County in A909, at Page 1711.

18. This sale is specifically subject to all title matters of record, including but not limited to any other senior lien or encumbrance, and any interested party should consider performing an independent title examination of the subject property as no warranty is given at all by the Court, Plaintiff or its Counsel.

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

All that certain piece, parcel or tract of land in the County of Florence, State of South Carolina, containing 0.65 acres, more or less, designated as Lot 18 of Westbrook Subdivision, Phase IV, as shown on a map of Westbrook Subdivision, Phase IV, prepared by David A Nesbitt, R.L.S., dated February 29, 2000, a copy of which is recorded in the office of the Clerk of Court for Florence County in Plat Book 73 at page 402. Said lot of land is more particularly bounded according to said plat as follows: North by Traces Golf Course as shown on the aforesaid plat for a distance of 176.98 feet; East by Lot 17 as shown on the aforesaid plat for a distance of 225.47 feet; South by Monterey Drive for as shown on the aforesaid plat for a total distance of 98.38 feet; and West by Lot 19 as shown on the aforesaid plat for a distance of 209.02 feet.

This being the same property conveyed to Barbara A. Gibbs by deed of West Florence Investment Group, recorded September 19, 2003, in Book A782 at page 273, in the office of the Clerk of Court for Florence County.

TMS No. 4915-01-018

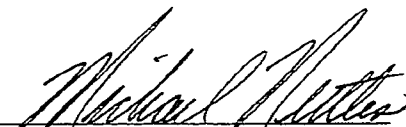
Property address: 4257 Monterey Rd  
Florence, SC 29501

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

21. IT IS FURTHER ORDERED that no Defendant raised any credible issues related to Plaintiff's standing to prosecute this action. Therefore, any issues related to Plaintiff's standing or ability to prosecute this action are waived.

22. All of the named Defendant(s) have not established any claims or defenses, legal or equitable, for relief against Plaintiff, and therefore, no relief, be it legal or equitable, shall be granted to any of the named Defendant(s). In addition, all persons who may be entitled to claim through or under the title or interest of the named Defendant(s) in the subject property shall likewise be absolutely barred and forever foreclosed.

23. IT IS ORDERED that Plaintiff is entitled to a personal or deficiency judgment against Barbara A. Gibbs.

  
The Honorable Michael Nettles  
Presiding Judge Twelfth Judicial Circuit

Florence, South Carolina  
3-4-, 2019

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

JUDGMENT IN A CIVIL CASE

CASE NO. 2015CP2606384

Nationstar Mortgage LLC  
PLAINTIFF(S)

Barbara A Gibbs et al  
DEFENDANT(S)

**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
- 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:

Plaintiff's Motion to Change Venue to Florence County is GRANTED. This case shall be transferred to Florence County.

**ORDER INFORMATION**

This order  ends  does not end the case.  See Page 2 for additional information.

**For Clerk of Court Office Use Only**

This judgment was electronically entered by the Clerk of Court as reflected on the Electronic Time Stamp, and a copy mailed first class to any party not proceeding in the Electronic Filing System on 12/18/2018 .

Melvin E Gibbs for Melvin E Gibbs  
Barbara A Gibbs for Barbara A Gibbs  
Westbrook Phase IV Homeowners Association  
Melvin E Gibbs for Melvin E Gibbs  
Barbara A Gibbs for Barbara A Gibbs

**NAMES OF TRADITIONAL FILERS SERVED BY MAIL**

**Court Reporter:**

**E-Filing Note:** 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 judgment to parties who are not E-Filers or who are appearing pro se. See Rule 77(d), SCRCF.

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ELECTRONICALLY FILED - 2018 Dec 18 10:59 AM - Horry - COMMON PLEAS - CASE#2015CP2606384  
ELECTRONICALLY FILED - 2018 Dec 18 4:30 PM - FLORENCE - COMMON PLEAS - CASE#2018CP2103238



Horry Common Pleas

**Case Caption:** Nationstar Mortgage LLC VS Barbara A Gibbs , defendant, et al  
**Case Number:** 2015CP2606384  
**Type:** Order/Electronic Form 4

IT IS SO ORDERED

s/ The Honorable William H. Seals Jr. #2157

Electronically signed on 2018-12-18 10:22:25 page 3 of 3

ELECTRONICALLY FILED - 2018 Dec 18 10:59 AM - HORRY - COMMON PLEAS - CASE#2015CP2606384  
ELECTRONICALLY FILED - 2018 Dec 18 4:30 PM - FLORENCE - COMMON PLEAS - CASE#2018CP2103238

FORM 4

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

JUDGMENT IN A CIVIL CASE  
 CASE NUMBER 2015CP2606384

ELECTRONICALLY FILED - 2018 Dec 18 4:30 PM - FLORENCE - COMMON PLEAS - CASE#2015CP2606384

Nationstar Mortgage LLC		Barbara A Gibbs Westbrook Phase IV Homeowners Association	Melvin E Gibbs
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PLAINTIFF(S)	DEFENDANT(S)
Submitted by: Clerk Of Court	Attorney for: <input type="checkbox"/> Plaintiff <input type="checkbox"/> Defendant <input type="checkbox"/> 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.  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: \_\_\_\_\_

**RECEIVED**  
 MAR 29 2019  
 SC Court of Appeals

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

Plaintiff's Motion/Change Venue. MOTION GRANTED

This order  ends  does not end the case.

Additional Information for the Clerk: \_\_\_\_\_

INFORMATION FOR THE JUDGMENT 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	N/A	N/A

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

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	2157	10/9/2018
	Judge Code	Date

**For Clerk of Court Office Use Only**

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

**Vance L. Brabham III** 2127 Park Street Columbia, SC 29201  
**Henry Guyton Murrell** 2712 Middleburg Drive, Suite 200  
Columbia, SC 29204

**Barbara A Gibbs** 4257 Monterey Dr Florence, SC 29501  
**Melvin E Gibbs** 4257 Monterey Dr Florence, SC 29501

---

**ATTORNEY(S) FOR THE PLAINTIFF(S)**

---

**ATTORNEY(S) FOR THE DEFENDANT(S)**

---

**Court Reporter-**

---

**Renee N. Elvis - 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-Filers or who are appearing pro se. See Rule 77(d), SCRCP.**

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**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.

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ELECTRONICALLY FILED - 2018 Oct 10 4:45 PM - Horry - COMMON PLEAS - CASE#2015CP2606384  
ELECTRONICALLY FILED - 2018 Dec 18 4:30 PM - FLORENCE - COMMON PLEAS - CASE#2018CP2103238



Horry Common Pleas

**Case Caption:** Nationstar Mortgage LLC VS Barbara A Gibbs , defendant, et al  
**Case Number:** 2015CP2606384  
**Type:** Order/Form 4

IT IS SO ORDERED

s/ The Honorable William H. Seals Jr. #2157

Electronically signed on 2018-10-10 16:40:08 page 3 of 3

ELECTRONICALLY FILED - 2018 Oct 10 4:45 PM - HORRY - COMMON PLEAS - CASE#2015CP2606384  
ELECTRONICALLY FILED - 2018 Dec 18 4:30 PM - FLORENCE - COMMON PLEAS - CASE#2018CP2103238

STATE OF SOUTH CAROLINA

COUNTY OF HORRY

Nationstar Mortgage LLC,

PLAINTIFF,

VS.

Barbara A. Gibbs, Melvin E. Gibbs, and  
Westbrook Phase IV Homeowner's  
Association

DEFENDANT(S).

(151070.00306BH)

IN THE COURT OF COMMON PLEAS

CASE NO. 2015-CP-26-06384

ORDER OF RECUSAL

(Non-Jury Mortgage Foreclosure Action)

WHEREAS, an Order of Reference was filed in this matter on July 28, 2015, referring this mortgage foreclosure action to The Honorable Cynthia Graham Howe;

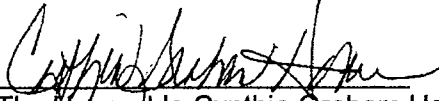
WHEREAS, it was subsequently discovered that The Honorable Cynthia Graham Howe has an unwaivable conflict which precludes her from adjudicating this matter;

WHEREAS, this unwaivable conflict necessitates that The Honorable Cynthia Graham Howe recuse herself from this action;

THEREFORE;

IT IS ORDERED that The Honorable Cynthia Graham Howe is recused from this action.

Conway, South Carolina  
March 5, 2018

  
The Honorable Cynthia Graham Howe  
Horry County Master-in-Equity

RECEIVED  
MAR 25 2019  
SC Court of Appeals

STATE OF SOUTH CAROLINA

COUNTY OF FLORENCE

Nationstar Mortgage, LLC,

PLAINTIFF,

v.

Barbara A. Gibbs, Melvin E. Gibbs, and  
Westbrook Phase IV Homeowners Association,

DEFENDANTS.

347348

IN THE COURT OF COMMON PLEAS

C/A No.: 2013-CP-21-02795

20 15 CP 21 6384

PLAINTIFF'S NOTICE OF MOTION  
AND MOTION FOR AN  
ORDER OF REFERENCE

RECEIVED

MAR 25 2019

SC Court of Appeals

It appearing pursuant to Rule 53 - SCRPC that this action is one for the foreclosure of a mortgage and as such may be referred to The Honorable Cynthia Graham Howe as Master-In-Equity for Horry County, and that the Master-In-Equity shall have the authority to enter final judgment, with appeal, if any, directly to the South Carolina Supreme Court or the Court of Appeals as provided by the South Carolina Appellate Court Rules; now, on motion of the undersigned attorney for the Plaintiff,

**IT IS ORDERED** that this case be referred to The Honorable Cynthia Graham Howe as Master-In-Equity to direct entry of final judgment in this action under Rule 53 (b), SCRPC. Any appeal from the final judgment entered by the Master-in-Equity shall be directly to the Supreme Court or the Court of Appeals as provided by the South Carolina Appellate Court Rules.

*Michael M. ...*  
CLERK OF COURT/PRESIDING JUDGE  
*Howe*, South Carolina  
7-28-2015

I SO MOVE:

BUTLER & HOSCH, P.A.

*Dean A. Hayes*

Dean A. Hayes, SC Bar No.: 66066  
Robert P. Jackman, SC Bar No.: 78755  
Post Office Box 7128  
Columbia, SC 29202  
Telephone: (803) 569.1765  
Facsimile: (803) 403.9753  
ATTORNEYS FOR PLAINTIFF

April 29, 2015

ELECTRONICALLY FILED - 2018 Dec 18 4:30 PM - FLORENCE - COMMON PLEA

2015 JUL 28 PM 2:19  
CCCP & CS  
FLORENCE COUNTY

CC mailed 8/5/15  
(re mailed 8/24/15)  
B. Gibbs, R. Jackman, V. Drabham III, M. Gibbs, J. Kelchner, C. Howe

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

FILED

JUDGMENT IN A CIVIL CASE  
CASE NUMBER 2013CP2102795

ELECTRONICALLY FILED - 2018 Dec 18 4:30 PM - FLORENCE COUNTY COMMON PLEAS

Nationstar Mortgage

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2015 AUG 24 PM 1:11  
MAR 25 2015  
COUNTY, SC

Barbara A Gibbs  
Westbrook Phase Iv  
Homeowners Association  
Melvin E Gibbs

20 15 07 2015 684

PLAINTIFF(S)  
SC Court of Appeals

DEFENDANT(S)

Submitted by: \_\_\_\_\_ Attorney for:  Plaintiff  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.  See Page 2 for additional information.
- ACTION DISMISSED (CHECK REASON):  Rule 12(b), SCRPC;  Rule 41(a), SCRPC (Vol. Mansuit);  
 Rule 43(k), SCRPC (Settled);  Other: \_\_\_\_\_
- ACTION STRICKEN (CHECK REASON):  Rule 40(j) SCRPC;  Bankruptcy;  Other: \_\_\_\_\_  
 Binding arbitration, subject to right to restore to confirm, vacate or modify arbitration award;
- DISPOSITION OF APPEAL TO THE CIRCUIT COURT (CHECK APPLICABLE BOX):  
 Affirmed;  Reversed;  Remanded;  Other: \_\_\_\_\_

2015 11 27 PM 2:59

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 JUDGMENT 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)

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

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.

*[Signature]*  
Circuit Court Judge

2140  
Judge Code

7/30/2015  
Date

For Clerk of Court Office Use Only

This judgment was entered on August 24, 2015, and a copy mailed first class or placed in the appropriate attorney's box on: August 25, 2015, to attorneys of record or to parties (when appearing pro se) as follows:

John Brian Kelchner PO Box 8237 Columbia, SC 29202  
Andrew Michael Sullivan PO Box 2065 Columbia, SC 29202  
Vance L. Brabham III PO Box 2065 Columbia, SC 29202

Melvin E Gibbs 4257 Monterey Drive Florence, SC 29501  
Barbara A Gibbs 4257 Monterey Drive Florence, SC 29501

ATTORNEY(S) FOR THE PLAINTIFF(S)

Cynthia G. Howe  
PO Box 1236  
Conway, SC 29528

Court Reporter

ATTORNEY(S) FOR THE DEFENDANT(S)

Connie Reel-Shearin  
Connie Reel-Shearin - Clerk of Court

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.

Plaintiff's Motion for Substitution of Counsel and Motion to Appoint Special Referee was heard on July 28, 2015. It is Ordered that Scott and Corley P.A. shall now be Plaintiff's attorney of record and, further, that the current counsel of record is hereby relieved of any further responsibility for Plaintiff in this matter.  
Motion to Appoint Special Referee granted. It is Ordered that case # 2013-CP-21-2795 is hereby transferred to Horry County and referred to the Master in Equity Cynthia Graham Howe.

Melvin Gibbs  
Cell- 843-610-0674

ELECTRONICALLY FILED - 2018 Dec 18 4:30 PM - FLORENCE - COMMON PLEA

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

FILED

JUDGMENT IN A CIVIL CASE  
CASE NUMBER 2013CP2102795

Nationstar Mortgage

2014 MAR 11 PM 3:41

Barbara A Gibbs

Melvin E Gibbs

CONNIE REEL-SHEPHERD  
CCCP & GS  
FLORENCE COUNTY, SC

Westbrook Phase IV  
Homeowners Association

ELECTRONICALLY FILED - 2018 DEC 18 3:00 PM - FLORENCE - COMMON PLEAS  
684

PLAINTIFF(S)

DEFENDANT(S)

Submitted by:

Attorney for:  Plaintiff  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.  See Page 2 for additional information.
- ACTION DISMISSED (CHECK REASON):**  Rule 12(b), SCRCP;  Rule 41(a), SCRCP (Vol. Nonsuit);  
 Rule 43(k), SCRCP (Settled);  Other: \_\_\_\_\_
- ACTION STRICKEN (CHECK REASON):**  Rule 40(j) SCRCP;  Bankruptcy;  Other: \_\_\_\_\_  
 Binding arbitration, subject to right to restore to confirm, vacate or modify arbitration award;
- DISPOSITION OF APPEAL TO THE CIRCUIT COURT (CHECK APPLICABLE BOX):**  
 Affirmed;  Reversed;  Remanded;  Other: \_\_\_\_\_

RECEIVED  
MAR 25 2014  
SC Court of Appeals

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

All proceedings in this action, including Defendants' Motion to Dismiss and Motion for Default Judgment, are administratively stayed pending completion of foreclosure intervention pursuant to South Carolina Supreme Court Administrative Order 2011-05-02-01. Plaintiff's Motion to Refer is **GRANTED**. It is **ORDERED** that this case be referred to Benjamin D. Moore as Special Referee for Florence County to direct entry of final judgment in this action under Rule 53(b), SCRCP. Any appeal from the final judgment entered by the Special Referee shall be directly to the Supreme Court or the Court of Appeals as provided by the South Carolina Appellate Court Rules.

This order  ends  does not end the case.

Additional Information for the Clerk: \_\_\_\_\_

INFORMATION FOR THE JUDGMENT 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)

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

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.**

*Alicia Renee Lee*  
Circuit Court Judge  
2118 Judge Code  
3/11/2014 Date  
15  
For Clerk of Court Office Use Only

This judgment was entered on March 11, 2014, and a copy mailed first class or placed in the appropriate attorney's box on March 12, 2014, to attorneys of record or to parties (when appearing pro se) as follows:

*Dean A. Hayes*  
~~John Brian Kelsner~~ PO Box 11264 Columbia, SC 29211-1264

Melvin E Gibbs 4257 Monterey Drive Florence, SC 29501  
Barbara A Gibbs 4257 Monterey Drive Florence, SC 29501

ATTORNEY(S) FOR THE PLAINTIFF(S)  
*Benjamin D. Moore (Special Referee)*  
*in B-11 Box*

ATTORNEY(S) FOR THE DEFENDANT(S)  
*Connie Reel-Shearin*

Court Reporter

Connie Reel-Shearin- Clerk of Court

**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.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

2014 MAR 11 PM 3:41  
CONNIE REEL-SHEARIN  
CCCP & GS  
FLORENCE COUNTY, S.C.

ELECTRONICALLY FILED - 2018 Dec 18 4:30 PM FLORENCE - COMMON PLEA

384