

STATE OF SOUTH CAROLINA)
)
 COUNTY OF HORRY)
)
 FIRST FEDERAL BANK,)
)
 Plaintiff,)
)
 vs.)
)
 EDWIN D. MCIVER, JACQUELYN)
 GRACE GERRALD MCIVER, CONWAY)
 HOSPITAL D/B/A CONWAY MEDICAL)
 CENTER, AND THE UNITED STATES)
 OF AMERICA, BY AND THROUGH IT)
 AGENCY, THE INTERNAL REVENUE)
 SERVICE,)
)
 Defendants.)

IN THE COURT OF COMMON PLEAS
 CASE NO.: 2011-CP-26-7680

ORDER

(DEFICIENCY DEMANDED)

13 JAN -2 PH 3:37
 HORRY COUNTY
 COURT CLERK'S OFFICE

Pursuant to Rule 53, of the South Carolina Rules of Civil Procedure, the above-entitled matter was referred to the undersigned for the purpose of taking testimony and making a final decision in this matter, which decision shall be appealable to Section 14-11-85 of the Code of Laws of South Carolina, 1976, as amended. Pursuant to the Order of Default and Reference dated August 27, 2012, a hearing was held on November 21, 2012, which was attended by the Plaintiff's attorney and the testimony was taken, which is herewith reported.

GMH

FINDINGS OF FACT

I, therefore, find as follows:

1. The Lis Pendens was filed on September 6, 2011.
2. The Summons and Complaint were filed on September 6, 2011.
3. Service was made upon the Defendants, Edwin D. Mclver and Jacquelyn Grace Gerrald Mclver, on November 27, 2011, as shown by the Affidavit of Service filed herein.
4. Service was made upon the remaining Defendants, as shown by the Affidavit(s) of Service, Acknowledgment(s) of Service and/or Consent(s) to Reference.
5. The Defendants, Edwin D. Mclver and Jacquelyn Grace Gerrald Mclver, in default as shown by the Affidavit(s) on file herein.
6. According to the Affidavit(s) filed herein, no Defendant in default is in the Military Service of the United States of America, as contemplated under The Soldier's and Sailor's Civil Relief Act of 1940, and any amendments thereto.
7. An Order of Default and Reference was filed herein, and this matter was referred

to me as Master-in-Equity for Horry County for the purpose of taking testimony and making findings of fact and conclusions of law and to render a final decree with direct appeal to the South Carolina Supreme Court or the South Carolina Court of Appeals as provided by the South Carolina Appellate Court Rules and pursuant to Section 14-11-85 of the Code of Laws of South Carolina, 1976, as amended.

AS TO THE FIRST CAUSE OF ACTION

(Foreclosure of Mortgage, dated July 28, 1994; Loan No.: xxxxxx3464)

8. On or about July 28, 1994, for value received, the Defendant, Edwin D. Mclver, made, executed and delivered to People's Federal Savings and Loan Association of South Carolina, a Promissory Note (the "Note").

9. simultaneously therewith, the Defendants, Edwin D. Mclver and Jacquelyn Grace Gerrald Mclver, executed a Mortgage of Real Estate (the "Mortgage") wherein he pledged as collateral certain real property commonly described as 1300 Ninth Avenue, Conway, SC, to secure repayment of all indebtedness under the Note.

10. The Mortgage was recorded on August 3, 1994, in the RMC/ROD Office for Horry County in Book 1940 at Page 606.

11. That thereafter, effective August 30, 2002, Peoples Federal Savings and Loan Association of South Carolina, merged with First Federal Saving and Loan Association of Charleston, the present lien holder and Plaintiff herein.

12. That effective April 4, 2012, First Federal Savings and Loan Association of Charleston has changed its legal name to "First Federal Bank" to reflect its recent conversion from a federal savings and loan association to a South Carolina state-chartered commercial bank and member of the Federal Reserve System.

13. The Mortgage on the property is a Fannie Mae Mortgage, the Defendants have declined modification under the Home Affordable Modification Program ("HMP"), and a completed HMP application has never been received by the Plaintiff.

14. Under the terms of the Note and Mortgage, the Defendants, Edwin D. Mclver and Jacquelyn Grace Gerrald Mclver, promised to pay the Plaintiff the sum of \$95,000.00 plus interest, costs and reasonable attorneys' fees. Other terms and conditions are stated in the Note and Mortgage, which are of record herein.

15. The Note and Mortgage provide that the mortgagors will promptly pay the principal and interest evidenced by the Note at the time and in the manner therein provided.

16. According to the terms and conditions of the Note and Mortgage, it is provided that in the event of default in the payment of any installment when due, the entire principal and accrued interest shall at once become due and payable, at the option of the holders, and the mortgagee shall have power to sell said premises according to law and this Mortgage may be foreclosed and any such expenses and fees as may be incurred including the fees of any attorney employed by the mortgagee in any litigation or proceeding affecting said premises, shall be paid by the mortgagors and secured by this instrument. And it is further agreed that in case the debt secured by the Mortgage or any part thereof is collected by suit or action, or the Mortgage be foreclosed, or put into the hands of an attorney for collection, suit, action or foreclosure, the said mortgagors shall be chargeable with all costs of collection including reasonable attorneys fees, which charges and fees together with all costs and expenses, are hereby secured and may be recovered in any suit or action hereupon or hereunder.

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17. That the Defendants, Edwin D. Mclver and Jacquelyn Grace Gerrald Mclver, is presently in default under the terms of the Note and Mortgage, and the Plaintiff elects to declare the entire balance of the indebtedness due and payable and that there is due on the Note and Mortgage as of November 21, 2012, the sum of \$33,315.90, together with interest accruing from and after said date at the rate of 2.75% per annum (\$2.15 per diem), and also the amount to be incurred as the costs and disbursements of this action including reasonable attorney's fees.

AS TO THE SECOND CAUSE OF ACTION

(Foreclosure of Mortgage, dated September 27, 2000; Loan No.: xxxxxx9765)

18. On or about September 27, 2000, for value received, the Defendant, Edwin D. Mclver, made, executed and delivered to People's Federal Savings and Loan Association of South Carolina, a Promissory Note (the "Note").

19. Simultaneously therewith, the Defendant, Jacquelyn Grace Gerrald Mclver, executed a Mortgage of Real Estate (the "Mortgage") wherein he pledged as collateral certain real property commonly described as 1300 Ninth Avenue, Conway, SC, to secure repayment of all indebtedness under the Note.

20. Thereafter, the Mortgage was recorded on September 28, 2000, in the RMC/ROD Office for Horry County in Book 2602 at Page 813.

21. Thereafter, effective August 30, 2002, Peoples Federal Savings and Loan Association of South Carolina, merged with First Federal Saving and Loan Association of

Charleston, the present lien holder and Plaintiff herein.

22. Under the terms of the Note and Mortgage, the Defendants, Edwin D. Mclver and Jacquelyn Grace Gerrald Mclver, promised to pay the Plaintiff the sum of \$26,000.00 Dollars plus interest, costs and reasonable attorneys' fees. Other terms and conditions are stated in the Note and Mortgage, which are of record herein.

23. That the Mortgage on the property is neither a Fannie Mae nor Freddie Mac mortgage, and the loan is not subject to modification under the Home Affordable Modification Program ("HMP").

24. That the Mortgage provides that the mortgagors will promptly pay the principal and interest evidenced by the Note at the time and in the manner therein provided.

25. That according to the terms and conditions of the Note and Mortgage, it is provided that in the event of default in the payment of any installment when due, the entire principal and accrued interest shall at once become due and payable, at the option of the holders, and the mortgagee shall have power to sell said premises according to law and this Mortgage may be foreclosed and any such expenses and fees as may be incurred including the fees of any attorney employed by the mortgagee in any litigation or proceeding affecting said premises, shall be paid by the mortgagor and secured by this instrument. And it is further agreed that in case the debt secured by the Mortgage or any part thereof is collected by suit or action, or the Mortgage be foreclosed, or put into the hands of an attorney for collection, suit, action or foreclosure, the said mortgagors shall be chargeable with all costs of collection including reasonable attorneys fees, which charges and fees together with all costs and expenses, are hereby secured and may be recovered in any suit or action hereupon or hereunder.

26. That the Defendants, Edwin D. Mclver and Jacquelyn Grace Gerrald Mclver, are presently in default under the terms of the Note and Mortgage, and the Plaintiff elects to declare the entire balance of the indebtedness due and payable and that there is due on the Note and Mortgage as of November 21, 2012, the sum of \$24,737.12, together with interest accruing from and after said date at the rate of 6.00% per annum (\$3.41 per diem), and also the amount to be incurred as the costs and disbursements of this action including reasonable attorney's fees.

AS TO THE THIRD CAUSE OF ACTION

(Reformation of Mortgage dated September 27, 2000, Account No.: xxxxxx9765)

27. Due to inadvertence and scrivener's error, the legal description of the Mortgage dated September 27, 2000, and recorded September 28, 2000, in Book 2602 at Page 813, is not current.

28. The Plaintiff and the Defendants, intended the Mortgage dated September 27, 2000, to reflect the more current legal description as listed within and recorded along with the Mortgage dated July 28, 1994, and recorded August 3, 1994, in Book 1940 at Page 606.

29. The Plaintiff is informed and believes that there are minor discrepancies between the two legal descriptions as referenced in the Mortgages that are the subject of this action.

30. The Plaintiff is further informed and believes that it is entitled to a reformation of the Mortgage dated September 27, 2000, to correct the legal description to comport with the intentions of the parties and the current public records of Horry County

AS TO ALL CAUSES OF ACTION

31. The payments due on the Notes and Mortgages, have not been made as provided for in the Notes and Mortgages, and the Plaintiff, as the holder thereof, has elected to require immediate payment of the entire amount due thereon and has placed the Notes and Mortgages in the hands of its attorneys herein for collection.

32. With respect to attorney fees, in view of the potential liabilities inherent in a real property matter, the attendant responsibilities, and the size of the mortgage debt, I find that a reasonable attorney's fee would be \$3,000.00. The Plaintiff engaged an attorney to foreclose the Mortgages as expeditiously as possible, given the detriment to Plaintiff's equity position as a direct result of increasing losses from the running interest. It appears that the attorney examined the title to identify all parties having or claiming any interest in the subject real estate, the preparation of certain pleadings and other documents including the following:

- a. Lis Pendens;
- b. Summons and Complaint;
- c. Affidavit(s) of Service;
- d. Acknowledgment(s) of Service;
- e. Order of Reference;
- f. Notice(s) of Hearing;
- g. Record (Transcript) of Testimony; and
- h. Proposed Master-in-Equity's Report and Judgment of Foreclosure and Sale.

33. Additionally, the attorney prepared and served the pleadings upon the Defendants personally or by statutory/substitute service, provided reinstatement and payoff

figures and payment histories as requested or required, and scheduled and attended the hearing in this matter.

34. Pursuant to the Affidavit of Attorneys' Fees and Costs submitted herewith, the actual attorney fees to date for the approximate 15 hours spent on this case are \$2,760.50 Dollars.

35. Future duties include forwarding copies of the Judgment to appearing counsel, obtaining bidding instructions from Plaintiff or its designee, representing Plaintiff at the sale, preparing an Order of Sale or Report on Sale and Disbursements and Order Confirming Sale, and preparing the Master-in-Equity's Deed and any other documents necessary in this particular action.

36. In addition to the time invested to date, the Court anticipates a minimum of two (2) hours after the hearing. Moreover, depending upon the interest shown by the Defendants, third parties, or counsel for either and the inherent negotiations required thereby, other time may also be committed to the completion of the case.

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37. In regard to the professional standing of counsel, representation of Plaintiff has been undertaken by the firm of CLAWSON & STAUBES, LLC. The attorneys primarily involved in this representation have been Kristen N. Nichols, Stephanie G. Hess and Andre F. Carson. They concentrate their practice in the areas of foreclosure, bankruptcy and commercial litigation.

38. The fee requested is customary for the services provided, given the professional standing of Plaintiff's counsel. Also the Plaintiff's attorneys have achieved the beneficial result of a prompt foreclosure of the Mortgages.

39. The amount due and owing on the Notes and Mortgages, with interest at the rate provided in the Notes, and other costs and expenses of collection, including attorneys fees secured by the Notes and Mortgages are as follows:

Debt of Note and Mortgage dated 7/28/94

| | |
|---|-------------|
| (a) Principal due as of November 21, 2012 | \$28,565.79 |
| (b) Accrued Interest as of November 21, 2012 | \$1,680.05 |
| (c) Escrow Adjustments (debits or credits) | \$1,699.20 |
| (d) Taxes, insurance, late fees, etc., not included in the above. | \$1,370.86 |

| | |
|---|--------------------|
| (e) Total Debt of Note and Mortgage | \$33,315.90 |
| Debt of Note and Mortgage dated 9/27/00 | |
| (f) Principal due as of November 21, 2012 | \$20,824.50 |
| (g) Accrued Interest as of November 21, 2012 | \$2,358.97 |
| (h) Escrow Adjustments (debits or credits) | \$0.00 |
| (i) Taxes, insurance, late fees, etc., not included in the above. | \$1,553.65 |
| (j) Total Debt of Note and Mortgage | \$24,737.12 |
| (k) Total of line (e) and (j) | \$58,053.02 |
| (l) Costs of Collection prior to hearing (Clerk of Court, Service Fee, Title Search, Master-in-Equity) | \$560.00 |
| (m) Attorneys Fees | \$3,000.00 |
| Total debt secured by the Notes and Mortgages, total of lines (k), (l), and (m), including interest to date shown: | \$61,613.02 |

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Interest for the period from the date shown in (b) above through the date of this judgment at the rate of 2.75% per annum (\$2.15 per diem), and interest for the period from the date shown in (g) above through the date of this judgment at the rate of 6.00% per annum (\$3.41 per diem)(pursuant to the terms of the Notes and Mortgages) 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 legal rate of interest for judgments on the judgment debt should be added to such judgment debt to comprise the amount of Plaintiff's debt secured by the Mortgages through the date to which such interest is computed.

40. That the Plaintiff does not waive, but specifically demands judgment against the Defendant, Edwin D. Mclver, for the full amount found to be due to the Plaintiff on the Notes and Mortgages held by the Plaintiff, with the right to enter personal judgment against the Defendant, Edwin D. Mclver, for any deficiency in this action remaining after the sale of the mortgaged premises. Since a deficiency is demanded, the bidding will remain open for a period of thirty (30) days as prescribed by law.

41. The Defendants below named claim or may claim to have some interest in or lien upon the premises covered by the Plaintiff's Mortgages, or some part thereof, by virtue of the

matters and things set forth below, but any such interest in or lien upon the said premises is junior and subordinate to the lien of the Plaintiff's Mortgages or does not attach to the property which is the subject of this action, or has been paid in full and not satisfied of record, and in the event there is a surplus from the sale of the subject property, the validity, priority and amount of any such interest or lien will be determined at a hearing subsequent to the sale as prescribed by law. Said liens or interests are of record in the RMC Office for Clerk of Court's Office for Horry County and are described as follows:

- (a) The Defendant, Conway Hospital d/b/a Conway Medical Center, by virtue of a Judgment filed against Jacquelyn Grace Mclver, in the amount of \$1,847.37, dated March 21, 2006, and recorded April 18, 2006, in Case Number 2006-CP-26-1883; and
- (b) The Defendant, The United States of America, by and through its agency, The Internal Revenue Service, by virtue of a Federal Tax Lien, filed against Jacquelyn Mclver, in the amount of \$9,185.48, dated October 19, 2006, and recorded November 7, 2006, in Book 21 at page 362.

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Pursuant to Section 2410(c), Title 28, Unites State Code, the Defendant, the United States of America by and through its Agency the Internal Revenue Service, has a right of redemption on proper application to redeem the within property for 120 days from the date of sale of the subject property.

CONCLUSIONS OF LAW

I, therefore, conclude as follows:

A. The Plaintiff is entitled to a reformation of the Mortgage dated September 27, 2000, to correct the legal description to comport with the intentions of the parties and the current public records of Horry County.

B. The Plaintiff's Mortgages constitute first (1st) liens on the subject real property, subject only to the lien for unpaid Horry County ad valorem taxes, if any, on the subject real property.

C. The Plaintiff should have judgment of foreclosure of its Mortgages.

D. The mortgaged property should be ordered sold at public auction after due advertisement. The sale shall be made subject to taxes and assessments that are due on the day of sale. That after making the required deposit the successful bidder at the sale should be required to pay interest at the legal rate of interest for judgments from the date of sale through

the date of compliance.

E. The proceeds arising from such sale should be applied, first, to the costs and disbursements of this action, including attorney's fees, and next, to the payment and discharge of the amount of the Plaintiff's debt and interest or so much thereof as the proceeds will pay, and any surplus should be held pending further order of the Court.

F. If the proceeds of sale are insufficient to pay the amounts hereinbefore authorized to be paid out of said proceeds, with the interest, costs and disbursements as aforesaid, the parties hereto entitled to such deficiency have judgment therefor against the Defendants, Edwin D. Mclver.

Now, on motion of Plaintiff's attorney, Clawson and Staubes, LLC,

IT IS ORDERED, ADJUDGED AND DECREED, that reformation of the Mortgage dated September 27, 2000, to correct the legal description to comport with the intentions of the parties and the public records of Horry County, is hereby granted;

IT IS FURTHER ORDERED, ADJUDGED AND DECREED, that there is due to the Plaintiff on the Notes and Mortgages set forth in the Complaint the sum of \$61,613.02 representing the "Total Debt" due Plaintiff as set out in Paragraph 39, *supra*, together with interest at the rates provided in said Notes on the balance of principal from the aforesaid date to the date hereof; and

IT IS FURTHER ORDERED, ADJUDGED AND DECREED, that the amount due in the preceding paragraph (the "Total Debt" as set forth in Paragraph 39, *supra*, and later accrued interest on the principal) shall constitute the total judgment debt due the Plaintiff and shall bear interest hereafter at the legal rate of interest for judgments; and

IT IS FURTHER ORDERED, ADJUDGED AND DECREED, that the Defendants, Edwin D. Mclver and Jacquelyn Grace Gerrald Mclver, on or before the date of sale of the property herein described, pay to the Plaintiff, or Plaintiff's attorney, the total amount due Plaintiff, together with the costs and disbursements of this action, including reasonable attorney's fees; and

IT IS FURTHER ORDERED, ADJUDGED AND DECREED, that on default of payment at or before the time herein indicated, the mortgaged premises described in the Lis Pendens and Complaint, be sold by the undersigned Master-in-Equity, at public auction, at the Horry County Courthouse, in the City of Conway, Horry County and State aforesaid, on some convenient sales day hereafter (and should the regular day of judicial sales fall on a legal

holiday, then and in such event, the sales day shall be on Tuesday next succeeding such holiday), on the following terms, that is to say:

a. FOR CASH: the undersigned Master-in-Equity will require a deposit of Five (5%) Percent on the amount of the bid (in cash or equivalent), same to be applied on the purchase price only upon compliance with the bid, but in case of noncompliance within thirty (30) days same to be forfeited and applied to the costs and Plaintiff's debt.

b. Interest on the balance of the bid shall be paid through the day of compliance at the legal rate of interest for judgments from the date of sale through the date of compliance.

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

d. Purchaser to pay for the preparation of the deed, deed stamps and costs of recording the deed; and

IT IS FURTHER ORDERED, ADJUDGED AND DECREED, that if Plaintiff is the successful bidder at said sale, for a sum not exceeding the amount of costs, expenses and the indebtedness due Plaintiff in full, Plaintiff may pay to the undersigned Master-in-Equity only the amount of the costs and expenses crediting the balance of the bid on the indebtedness due Plaintiff; and

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CASH

IT IS FURTHER ORDERED, ADJUDGED AND DECREED, that a personal or deficiency judgment is being demanded, the bidding will remain open for thirty (30) days after the date of the initial sale as provided by law in such cases; and

IT IS FURTHER ORDERED, ADJUDGED AND DECREED, that the undersigned 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 that if, upon such sale being made, the purchaser, or purchasers, shall fail to comply with the terms thereof within thirty (30) days after date of sale, then the undersigned Master-in-Equity may advertise the said premises for sale on the next, or some other subsequent sale day, at the risk of the former highest bidder, and so from time to time thereafter until a full compliance shall be secured; and

IT IS FURTHER ORDERED, ADJUDGED AND DECREED, that the undersigned Master-in-Equity apply the proceeds of the sale as follows:

First, to payment of the amount of the costs and expenses of this action, including attorney's fees, and any taxable disbursements by the attorneys in the action.

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

IT IS FURTHER ORDERED, ADJUDGED AND DECREED, that any surplus funds shall be held pending further Order of this Court; and

IT IS FURTHER ORDERED, ADJUDGED AND DECREED, that if the proceeds of the sale are insufficient to pay the amounts herein above authorized to be paid out of said proceeds, with the interest, costs and expenses as aforesaid, the parties hereto entitled to such deficiency have judgment therefor against the Defendants, Edwin D. McIver; and

IT IS FURTHER ORDERED, ADJUDGED AND DECREED, that in the event the successful bidder is other than the Defendants in possession herein, upon the presentation of a Writ of Assistance, the Sheriff of Horry County is ordered and directed to eject and remove from the premises the occupants of the property sold, together with all personal property located thereon, and put the successful bidder or its assigns in full, quiet and peaceable possession of said premises without delay, and to keep said successful bidder or its assigns in such peaceable possession; a valid tenant shall have his/her rights protected pursuant to the Protecting Tenants at Foreclosure Act of 2009; and

IT IS FURTHER ORDERED, ADJUDGED AND DECREED, that each Defendant named herein, and all persons whosoever claiming under him, them or it be forever barred and foreclosed of all rights, title, interest, and equity of redemption in the said mortgaged premises so sold, or any part thereof; and

IT IS FURTHER ORDERED, ADJUDGED AND DECREED, that the following is a description of the premises herein ordered to be sold:

All and singular, that certain piece, parcel of lot of land situate, lying and being in the City of Conway, County of Horry, State of South Carolina and being described as follows:

Beginning at a pipe O located on the northwest edge of Ninth Avenue at its intersection with the south edge of Pine Street and running with Ninth Avenue, S. 58 deg. 00 min. 00 sec. W. 135.99 feet; thence turning and running N. 33 deg. 02 min. 30 sec. W. 140.25 feet to a fence corner on the boundary lands of Grace B. Gerald; thence turning and running with the boundary line lands of Grace B. Gerald, N. 53 deg. 47 min. 10 sec. E. 76.24 feet to an iron O on the southern edge of Pine Street; thence turning and running along the southern edge of Pine Street, S. 59 deg. 40 min. 00 sec. E. 140.6 feet to a point on slab;

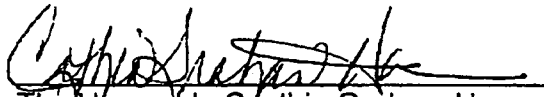
thence running S. 24 deg. 34 min. 29 sec. E. 21.47 feet to the beginning of point.

For a more particular description see that certain map made for Edwin Mclver by Coastal Land Surveyors, Inc., dated June 2, 1994, and recorded August 3, 1994, in Mortgage book 1940 at page 613.

Being the same property conveyed to Jacquelyn Grace Gerrald Mclver, by Deed from Grace Bell Gerrald, dated December 30, 1981, and recorded January 15, 1982, in the RMC/ROD Office for Horry County in Book 734 at Page 795.

TMS#: 137-02-18-018

AND IT IS SO ORDERED.


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

Conway, South Carolina
November 27, 2012

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GAH

STATE OF SOUTH CAROLINA)

IN THE COURT OF COMMON PLEAS

COUNTY OF HORRY)

CASE NO.: 2011-CP-26-7680

FIRST FEDERAL BANK,)

Plaintiff,)

**MASTER-IN-EQUITY'S
NOTICE OF SALE**

vs.)

(DEFICIENCY DEMANDED)

EDWIN D. MCIVER, JACQUELYN)
GRACE GERRALD MCIVER, CONWAY)
HOSPITAL D/B/A CONWAY MEDICAL)
CENTER, AND THE UNITED STATES)
OF AMERICA, BY AND THROUGH ITS)
AGENCY, THE INTERNAL REVENUE)
SERVICE,)

Defendants.)

HORRY COUNTY
13 JAN - 2 PM 3:31
RELAINE BOSSING-MARSDEN
CLERK OF COURT

BY VIRTUE of a Decree, I, The Honorable Cynthia Graham Howe, the undersigned, Master-in-Equity for Horry County, will sell on January 7, 2013, at 11:00 AM, or shortly thereafter, at the HORRY COUNTY COURTHOUSE, 1301 Second Avenue, Conway, South Carolina, to the highest bidder for cash, at public auction, the premises fully described below:

GAH

All and singular, that certain piece, parcel of lot of land situate, lying and being in the City of Conway, County of Horry, State of South Carolina and being described as follows:

Beginning at a pipe O located on the northwest edge of Ninth Avenue at its intersection with the south edge of Pine Street and running with Ninth Avenue, S. 58 deg. 00 min. 00 sec. W. 135.99 feet; thence turning and running N. 33 deg. 02 min. 30 sec. W. 140.25 feet to a fence corner on the boundary lands of Grace B. Gerald; thence turning and running with the boundary line lands of Grace B. Gerald, N. 53 deg. 47 min. 10 sec. E. 76.24 feet to an iron O on the southern edge of Pine Street; thence turning and running along the southern edge of Pine Street, S. 59 deg. 40 min. 00 sec. E. 140.6 feet to a point on slab; thence running S. 24 deg. 34 min. 29 sec. E. 21.47 feet to the beginning of point.

For a more particular description see that certain map made for Edwin Mclver by Coastal Land Surveyors, Inc., dated June 2, 1994, and recorded August 3, 1994, in Mortgage book 1940 at page 613.

Being the same property conveyed to Jacquelyn Grace Gerrald Mclver, by Deed from Grace Bell Gerrald, dated December 30, 1981, and recorded January 15, 1982, in the RMC/ROD Office for Horry County in Book 734 at Page 795.

TMS#: 137-02-18-018

Current Property Address: 1300 Ninth Avenue, Conway, SC

This sale shall be subject to taxes and assessments due on the day of such sale, existing easements and restrictions of record.

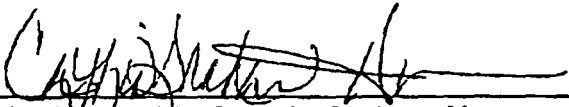
The sale shall be subject to taxes and assessments, existing easements and easements and restrictions of record, and to the right of the United States of America to redeem the property within 120 days from the date of the Foreclosure pursuant to Sec. 2410 (c.) title 28, United States Code.

As a deficiency judgment is demanded, the bidding will remain open for a period of thirty (30) days after the date of sale as provided by law in such cases.

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-in-Equity, at the conclusion of the bidding, cash or certified check in the amount of five (5%) percent of the bid: the said deposit to be applied to the purchase price in case of compliance, but to be forfeited and applied first to costs and then to Plaintiff's debt in case of non-compliance.

Should the highest bidder fail or refuse to make the required deposit at the time of the bid or comply with the other terms of the bid within thirty (30) days from the date of sale, the Master-in-Equity will resell the property at the risk and expense of the defaulting bidder upon the same terms as above set out. The Sheriff of Horry County may be authorized to put the purchaser into possession of the premises if requested by the purchaser.

Purchaser to pay for the preparation of the Master-in-Equity's Deed, documentary stamps on the deed, recording of the deed, and interest on the amount of the bid from the date of sale to date of compliance with the bid at the legal rate of interest for judgments (7.25% per annum).


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

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GAH
 November 27, 2012
 Conway, South Carolina

FOR INSERTION

Month & dates of Publication (3 consecutive weeks)
Beginning

Send bill as usual to
 Kristen N. Nichols, Esquire
 CLAWSON & STAUBES, LLC
 126 Seven Farms Drive, Suite 200
 Charleston, SC 29492-8144
 Telephone: (843) 577-2026
 Facsimile: (843) 722-2867

STATE OF SOUTH CAROLINA)
)
 COUNTY OF HORRY)
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 FIRST FEDERAL BANK,)
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 Plaintiff,)
)
 vs.)
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 EDWIN D. MCIVER, JACQUELYN)
 GRACE GERRALD MCIVER, CONWAY)
 HOSPITAL D/B/A CONWAY MEDICAL)
 CENTER, AND THE UNITED STATES)
 OF AMERICA, BY AND THROUGH IT)
 AGENCY, THE INTERNAL REVENUE)
 SERVICE,)
)
 Defendants.)

IN THE COURT OF COMMON PLEAS
 CASE NO.: 2011-CP-26-7680

**AFFIDAVIT OF ATTORNEYS'
 FEES AND COSTS**

13 JAN -2 PM 3:37
 HERRICK COUNTY
 CLERK OF COURT

Personally appeared before me the undersigned who upon oath being duly sworn deposes and says as follows that:

1. The Plaintiff engaged the law firm of CLAWSON & STAUBES, LLC (the "Firm") to foreclose the Plaintiff's Mortgage as expeditiously as possible, given the detriment to Plaintiff's equity position as a direct result of increasing losses from the running interest.

2. The attorneys primarily involved in this representation have been Kristen N. Nichols, Stephanie G. Hess and Andrew F. Carson. They concentrate their practice in the areas of foreclosure, bankruptcy and commercial litigation.

3. The Firm examined the title to identify all parties having or claiming any interest in the subject real estate, and prepared and filed certain pleadings and other documents including the following:

- a. Lis Pendens;
- b. Summons and Complaint;
- c. Affidavit(s) of Service;
- d. Acknowledgment(s) of Service;
- e. Order of Reference;
- f. Notice(s) of Hearing;
- g. Record (Transcript) of Testimony; and
- h. Proposed Master-in-Equity's Report and Judgment of Foreclosure and Sale.

4. The Firm prepared and served the pleadings upon the Defendant(s) personally or by statutory/substitute service, provided reinstatement and payoff figures and payment histories as requested or required, consulted with Plaintiff; had telephone conferences concerning the debt; conferred on and/or researched legal issues; reviewed the file in preparation for the hearing; scheduled and attended the hearing in this matter.

5. Future duties include forwarding copies of the Foreclosure Order to the Defendant(s), advising the Defendant(s) of the date that the property will be sold; publishing the Sale, arranging and coordinating the amount to be bid by Plaintiff; representing Plaintiff at the sale; preparing an Order of Sale or Report on Sale and Disbursements and Order Confirming Sale, and preparing the Master-in-Equity's Deed and Satisfaction of Mortgage by Foreclosure and any other documents necessary in this particular action.

6. Approximately 15 hours have been spent on this file to date, and it is anticipated that several additional hours will be necessary to conclude this action after the hearing. Moreover, depending upon the interest shown by Defendants, third parties, or counsel for either and the inherent negotiations required thereby, other time may also be committed to the completion of the case.

7. As of November 21, 2012, the Plaintiff has incurred the following costs of collection, plus attorneys' fees:

| | |
|----------------------------------|-----------------|
| Title Search | \$145.00 |
| Complaint Filing Fee | \$150.00 |
| Service of Process Fees | \$90.00 |
| Master-in-Equity (Reference Fee) | \$125.00 |
| Clerk of Court (Filing Fee) | \$25.00 |
| Motion to Amend Caption Fee | \$25.00 |
| TOTAL: | \$560.00 |

8. The loan documents contained provisions for reasonable attorney's fees and costs. In determining their attorney's fees, the undersigned requests that the Court consider the size of the debt, the enormous investment in time, the complexity of these actions, the prospect of a successful result for Plaintiff, the qualifications of the attorneys,

the potential liabilities inherent in handling real estate matter and the attendant responsibilities connected with these cases. The South Carolina Supreme Court established that recovery of attorneys fees is not limited to the contract rate as between attorney and client nor the contract rate provided in the loan documents, rather the appropriate criterion is "reasonable" attorney's fees. Jackson v. Speed, 326 SC 289, 486 SE 2d 750 (1997).

9. The actual attorney fees collected to date for the approximate 15 hours spent on this case are \$2,760.50 Dollars; however, the plaintiff reserves the right to request compensation in the event further legal services are necessary. The attorneys believe that a reasonable attorney's fee under the circumstances would be \$3,000.00 Dollars. They believe that these requested fees are consistent with the factors to be considered as provided by the South Carolina courts. These are:

- a. The nature, extent and difficulty of the legal services rendered;
- b. The time and labor necessarily devoted to the case;
- c. The professional standing of counsel;
- d. The contingency of compensation;
- e. The fee customarily charged in the locality for similar legal services; and
- f. The beneficial results obtained.

Baron Data Systems, Inc. v. Loter, 297 S.C. 382, 377 S.E.2d 296 (S.C. 1989) (citing *Wood v. Wood*, 269 S.C. 600, 239 S.E.2d 315 (1977), *Bentrim v. Bentrim*, 282 S.C., 318 S.E.2d 131 (Ct. App. 1984), *Dedes v. Strickland*, 307 S.C. 155, 414 S.E.2d 134 (1992); and *Blumberg v. Nealco, Inc.*, 310 S.C. 492, 427 S.E.2d 659 (1993).

CLAWSON & STAUBES, LLC



Kristen N. Nichols
Stephanie G. Hess
Andrew F. Carson
126 Seven Farms Drive, Suite 200
Charleston, SC 29492
Telephone: (843) 577-2026
Facsimile: (843) 722-2867
Attorneys for Plaintiff

Sworn to before me this
13 day of November, 2012.

Dennis M. Bradley
Notary Public for South Carolina
My Commission Expires: 8/18/2016

Note provides for reasonable atty's fees at

STATE OF SOUTH CAROLINA)
 COUNTY OF HORRY)
 FIRST FEDERAL BANK,)

IN THE COURT OF COMMON PLEAS
 CASE NO.: 2011-CP-26-7680

Plaintiff,)

vs.)

EDWIN D. MCIVER, JACQUELYN GRACE)
 GERRALD MCIVER, CONWAY HOSPITAL)
 D/B/A CONWAY MEDICAL CENTER, AND)
 THE UNITED STATES OF AMERICA, BY)
 AND THROUGH IT AGENCY, THE)
 INTERNAL REVENUE SERVICE,)

Defendants.)

**AUTHORIZATION AND
 AFFIDAVIT OF DEBT**

HORRY COUNTY
 13 JAN -2 PH 3:37
 CLERK OF COURT

I, Kneisha Williams authorized representative of the Plaintiff, hereby authorize our attorneys, CLAWSON AND STAUBES, LLC, to present testimony on behalf of the Plaintiff, to establish that the Defendants are in default under those certain Notes and Mortgages which are the subject of this action.

With regard to the Note, executed by Defendant Edwin D. McIver, xxxxxx3464, dated July 28, 1994, Plaintiff is the assignee of Peoples Federal Savings and Loan Association of South Carolina. The last payment made on said account was January 19, 2011 in the amount of \$ 191.94. As of November 21, 2012, there was presently due and owing to the Plaintiff the amount of \$ 39,315.90 at the rate of 2.75 % per annum (\$ 2.15 per diem) from and after November 21, 2012, until paid, plus costs and attorneys fees.

With regard to the Note, executed by Defendant Edwin D. McIver, xxxxxx9765, dated September 27, 2000, Plaintiff is the assignee of Peoples Federal Savings and Loan Association of South Carolina. The last payment made on said account was October 26, 2010 in the amount of \$ 281.57. As of November 21, 2012, there was presently due and owing to the Plaintiff the amount of \$ 24,737.12 at the rate of 6.00 % per annum (\$ 3.41 per diem) from and after November 21, 2012, until paid, plus costs and attorneys fees.

| Amount Due: | xxxx3464 | xxxxx9765 |
|-----------------------------------|-----------|-----------|
| Principal as of November 21, 2012 | 28,565.79 | 20,824.50 |
| Interest to November 21, 2012 | 1,680.05 | 2,358.97 |
| Escrow Adjustments | 1,699.20 | — |
| Taxes, Insurance, late fees, etc. | 1,370.86 | 1,553.65 |

| | | |
|--|-----------|-----------|
| Total debt secured by the Notes and Mortgages, including interest to date shown: | 33,315.90 | 24,737.12 |
|--|-----------|-----------|

CLAWSON AND STAUBES, LLC, is further authorized to testify that the Plaintiff is requesting an Order allowing a sale by foreclosure and that the Plaintiff is reserving its rights to a deficiency judgment against the Defendant.

Kneisha Williams
 NAME: Kneisha Williams
 TITLE: Loan-legal specialist
 Authorized Representative for First Federal Bank

SWORN TO BEFORE ME THIS
25th day of October, 2012.


 Notary Public for the State of SOUTH CAROLINA
 My Commission Expires: 8-3-2021

STATE OF SOUTH CAROLINA)

IN THE COURT OF COMMON PLEAS

COUNTY OF Horry)

CASE NO.: 2011-CP-26-7680

FIRST FEDERAL BANK,)

Plaintiff,)

vs.)

TESTIMONY

EDWIN D. MCIVER, JACQUELYN)
GRACE GERRALD MCIVER, CONWAY)
HOSPITAL D/B/A CONWAY MEDICAL)
CENTER, AND THE UNITED STATES)
OF AMERICA, BY AND THROUGH IT)
AGENCY, THE INTERNAL REVENUE)
SERVICE,)

Defendants.)

Horry County
13 JAN - 2 PM 3:31
MCLAWRETT HARRIS-WARD
CLERK OF COURT

A hearing was held November 21, 2012, at 11:00 AM, at the Horry County Courthouse, 1301 Second Avenue, Conway, South Carolina, which was attended by the undersigned attorney of Clawson and Staubes, LLC, Attorneys for the Plaintiff, authorized to testify by the Plaintiff by written Authorization duly filed in this action and made a part of the record herein.

1. That the Plaintiff, First Federal Bank, formerly First Federal Savings and Loan Association of Charleston a/k/a First Federal Savings & Loan Association of Charleston ("First Federal") is a state-chartered commercial bank organized and operating under the laws of the State of South Carolina and a member of the Federal Reserve System.

2. That the Defendants, Edwin D. Mclver and Jacquelyn Grace Gerrald Mclver, are, upon information and belief, residents of Horry County, South Carolina, and are neither infants nor incompetent and not in the military service.

3. That the Defendant, Conway Hospital d/b/a Conway Medical Center, is, upon information and belief, a company organized and operating under the State of South Carolina.

4. That the Defendant, The United States of America, by and through its agency, The Internal Revenue Service, is, upon information and belief, a governmental

unit, agency, department and/or division of The United States of America.

5. That the subject of this action is real property located in Horry County, South Carolina.

FOR A FIRST CAUSE OF ACTION

(Foreclosure of Mortgage, dated July 28, 1994; Loan No.: xxxxxx3464)

6. The allegations above re-alleged and incorporated herein by reference as if fully set forth.

7. That on or about July 28, 1994, for value received, the Defendant, Edwin D. Mclver, made, executed and delivered to People's Federal Savings and Loan Association of South Carolina, a Promissory Note (the "Note"). A copy of the Note is attached hereto as **Exhibit "A"** and is incorporated herein by reference.

8. That simultaneously therewith, the Defendants, Edwin D. Mclver and Jacquelyn Grace Gerrald Mclver, executed a Mortgage of Real Estate (the "Mortgage") wherein he pledged as collateral certain real property commonly described as 1300 Ninth Avenue, Conway, SC, to secure repayment of all indebtedness under the Note. A copy of the Mortgage to People's Federal Savings and Loan Association of South Carolina, is attached hereto as **Exhibit "B"** and is incorporated herein by reference. Said real property being more particularly described as follows:

All and singular, that certain piece, parcel of lot of land situate, lying and being in the City of Conway, County of Horry, State of South Carolina and being described as follows:

Beginning at a pipe O located on the northwest edge of Ninth Avenue at its intersection with the south edge of Pine Street and running with Ninth Avenue, S. 58 deg. 00 min. 00 sec. W. 135.99 feet; thence turning and running N. 33 deg. 02 min. 30 sec. W. 140.25 feet to a fence corner on the boundary lands of Grace B. Gerald; thence turning and running with the boundary line lands of Grace B. Gerald, N. 53 deg. 47 min. 10 sec. E. 76.24 feet to an iron O on the southern edge of Pine Street; thence turning and running along the southern edge of Pine Street, S. 59 deg. 40 min. 00 sec. E. 140.6 feet to a point on slab; thence running S. 24 deg. 34 min. 29 sec. E. 21.47 feet to the beginning of point.

For a more particular description see that certain map made for Edwin Mclver by Coastal Land Surveyors, Inc., dated June 2, 1994, and recorded August 3, 1994, in Mortgage book 1940 at page 613.

TMS#: 137-02-18-018

9. That thereafter, the Mortgage was recorded on August 3, 1994, in the RMC/ROD Office for Horry County in Book 1940 at Page 606.

10. That thereafter, effective August 30, 2002, Peoples Federal Savings and Loan Association of South Carolina, merged with First Federal Saving and Loan Association of Charleston, the present lien holder and Plaintiff herein.

11. That effective April 4, 2012, First Federal Savings and Loan Association of Charleston has changed its legal name to "First Federal Bank" to reflect its recent conversion from a federal savings and loan association to a South Carolina state-chartered commercial bank and member of the Federal Reserve System.

12. That under the terms of the Note and Mortgage, the Defendants, Edwin D. Mclver and Jacquelyn Grace Gerrald Mclver, promised to pay the Plaintiff the sum of \$95,000.00 Dollars plus interest.

13. That the Mortgage on the property is a Fannie Mae Mortgage, the Defendants have been declined modification under the Home Affordable Modification Program ("HMP"), and a completed HMP application has never been received by the Plaintiff.

14. That under the terms of the Note and Mortgage, the Defendants, Edwin D. Mclver and Jacquelyn Grace Gerrald Mclver, promised to pay the Plaintiff the sum of \$95,000.00 plus interest.

15. That the Mortgage provides that the mortgagors will promptly pay the principal and interest evidenced by the Note at the time and in the manner therein provided.

16. That according to the terms and conditions of the Note and Mortgage, it is provided that in the event of default in the payment of any installment when due, the entire principal and accrued interest shall at once become due and payable, at the option of the holders, and the mortgagee shall have power to sell said premises according to law and this Mortgage may be foreclosed and any such expenses and fees as may be incurred including the fees of any attorney employed by the mortgagee in any litigation or proceeding affecting said premises, shall be paid by the mortgagors and secured by this instrument. And it is further agreed that in case the debt secured by the Mortgage or any

part thereof is collected by suit or action, or the Mortgage be foreclosed, or put into the hands of an attorney for collection, suit, action or foreclosure, the said mortgagors shall be chargeable with all costs of collection including reasonable attorneys fees, which charges and fees together with all costs and expenses, are hereby secured and may be recovered in any suit or action hereupon or hereunder.

17. That the Defendants, Edwin D. Mclver and Jacquelyn Grace Gerrald Mclver, defaulted under the terms of the Note and Mortgage, and the Plaintiff elected to declare the entire balance of the indebtedness due and payable and that there is due on the Note and Mortgage as of November 21, 2012, the sum of \$33,315.90, together with interest accruing from and after said date at the rate of 2.75% per annum (\$2.15 per diem), and also the amount to be incurred as the costs and disbursements of this action including reasonable attorney's fees.

FOR A SECOND CAUSE OF ACTION

(Foreclosure of Mortgage, dated September 27, 2000; Loan No.: xxxxxx9765)

18. The allegations above re-alleged and incorporated herein by reference as if fully set forth.

19. That on or about September 27, 2000, for value received, the Defendant, Edwin D. Mclver, made, executed and delivered to People's Federal Savings and Loan Association of South Carolina, a Promissory Note (the "Note"). A copy of the Note is attached hereto as **Exhibit "C"** and is incorporated herein by reference.

20. That simultaneously therewith, the Defendant, Jacquelyn Grace Gerrald Mclver, executed a Mortgage of Real Estate (the "Mortgage") wherein he pledged as collateral certain real property commonly described as 1300 Ninth Avenue, Conway, SC, to secure repayment of all indebtedness under the Note. A copy of the Mortgage to People's Federal Savings and Loan Association of South Carolina, is attached hereto as **Exhibit "D"** and is incorporated herein by reference. Said real property being more particularly described as follows:

All and singular, that certain piece, parcel of lot of land situate, lying and being in the City of Conway, County of Horry, State of South Carolina and being described as follows:

Beginning at Iron O at the northwest edge of Ninth Avenue at its intersection with the south edge of Pine Street and runs with Ninth Avenue, S 58-00W 136.05'; thence with other lands of Grace Bell Gerrald, N 33-01-31W 140.31' and N 53-49-57E 76.28' to said Pine Street; thence with said street; S 59-40-18E 140.59' and S 24-34-29E 21.47' to the beginning of point.

For a more particular description see map made for Grace Bell Gerrald by S. D. Cox Surveyors, Inc., dated April 29, 1980.

TMS#: 137-02-18-018

21. That thereafter, the Mortgage was recorded on September 28, 2000, in the RMC/ROD Office for Horry County in Book 2602 at Page 813.

22. That thereafter, effective August 30, 2002, Peoples Federal Savings and Loan Association of South Carolina, merged with First Federal Saving and Loan Association of Charleston, the present lien holder and Plaintiff herein.

23. That effective April 4, 2012, First Federal Savings and Loan Association of Charleston has changed its legal name to "First Federal Bank" to reflect its recent conversion from a federal savings and loan association to a South Carolina state-chartered commercial bank and member of the Federal Reserve System.

24. That under the terms of the Note and Mortgage, the Defendants, Edwin D. Mclver and Jacquelyn Grace Gerrald Mclver, promised to pay the Plaintiff the sum of \$26,000.00 Dollars plus interest.

25. That the Mortgage on the property is neither a Fannie Mae nor Freddie Mac mortgage, and the loan is not subject to modification under the Home Affordable Modification Program ("HMP").

26. That the Mortgage provides that the mortgagors will promptly pay the principal and interest evidenced by the Note at the time and in the manner therein provided.

27. That according to the terms and conditions of the Note and Mortgage, it is provided that in the event of default in the payment of any installment when due, the entire principal and accrued interest shall at once become due and payable, at the option of the holders, and the mortgagee shall have power to sell said premises according to law and this Mortgage may be foreclosed and any such expenses and fees as may be incurred

including the fees of any attorney employed by the mortgagee in any litigation or proceeding affecting said premises, shall be paid by the mortgagors and secured by this instrument. And it is further agreed that in case the debt secured by the Mortgage or any part thereof is collected by suit or action, or the Mortgage be foreclosed, or put into the hands of an attorney for collection, suit, action or foreclosure, the said mortgagors shall be chargeable with all costs of collection including reasonable attorneys fees, which charges and fees together with all costs and expenses, are hereby secured and may be recovered in any suit or action hereupon or hereunder.

28. That the Defendants, Edwin D. Mclver and Jacquelyn Grace Gerrald Mclver, defaulted under the terms of Note Two and Mortgage Two, and the Plaintiff elected to declare the entire balance of the indebtedness due and payable and that there is due on Note Two and Mortgage Two as of November 21, 2012, the sum of \$24,737.12, together with interest accruing from and after said date at the rate of 6.00% per annum (\$3.41 per diem), and also the amount to be incurred as the costs and disbursements of this action including reasonable attorney's fees.

**FOR A THIRD CAUSE OF ACTION
(Reformation of Mortgage dated September 27, 2000, Account No.: xxxxxx9765)**

29. The allegations above re-alleged and incorporated herein by reference as if fully set forth.

30. Upon information and belief, due to inadvertence and scrivener's error, the legal description of the Mortgage dated September 27, 2000, and recorded September 28, 2000, in Book 2602 at Page 813, is not current.

31. Upon information and belief, the Plaintiff and the Defendants, intended the Mortgage dated September 27, 2000, to reflect the more current legal description as listed within and recorded along with the Mortgage dated July 28, 1994, and recorded August 3, 1994, in Book 1940 at Page 606.

32. The Plaintiff is informed and believes that there are minor discrepancies between the two legal descriptions as referenced in the Mortgages that are the subject of this action.

33. The Plaintiff is further informed and believes that it is entitled to a reformation

of the Mortgage dated September 27, 2000, to correct the legal description to comport with the intentions of the parties and the current public records of Horry County.

FOR ALL CAUSES OF ACTION

34. The allegations above re-alleged and incorporated herein by reference as if fully set forth.

35. That the Plaintiff is entitled to reasonable attorney's fees for its attorneys, together with the costs and disbursements of this action.

36. The Mortgages provide that if the taxes are paid by the Mortgagee, the same may be added to the amount due and all such payments are secured thereby.

37. That the Plaintiff's Mortgages constitute first (1st) liens on the subject real property, subject only to the lien for unpaid Horry County ad valorem taxes, if any, on the subject real property.

38. That it is the desire of the Plaintiff that the property be sold to satisfy the principal and interest due under the Notes and Mortgages as well as the cost of this action including reasonable attorney's fees.

39. That the Plaintiff does not waive, but specifically demands judgment against the Defendant, Edwin D. Mclver, for the full amount found to be due to the Plaintiff on the Notes and Mortgages held by the Plaintiff, with the right to enter personal judgment against the Defendant, Edwin D. Mclver, for any deficiency in this action remaining after the sale of the mortgaged premises.

40. That the Defendants below named claim or may claim to have some interest in or lien upon the premises covered by the Plaintiff's Mortgages, or some part thereof, by virtue of the matters and things set forth below, but any such interest in or lien upon the said premises is junior and subordinate to the lien of the Plaintiff's Mortgages or does not attach to the property which is the subject of this action, or has been paid in full and not satisfied of record. Said liens or interests are of record in the RMC/ROD Office or Clerk of Court's Office for Horry County and are described as follows:

- (a) The Defendant, Conway Hospital d/b/a Conway Medical Center, by virtue of a Judgment filed against Jacquelyn Grace Mclver, in the amount of \$1,847.37, dated March 21, 2006, and recorded April 18, 2006, in Case Number 2006-CP-26-1883; and

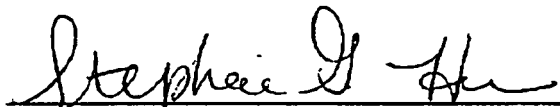
(b) The Defendant, The United States of America, by and through its agency, The Internal Revenue Service, by virtue of a Federal Tax Lien, filed against Jacquelyn Mclver, in the amount of \$9,185.48, dated October 19, 2006, and recorded November 7, 2006, in Book 21 at page 362.

41. That all proper parties have been joined in this action, duly served with the Summons and Complaint, defaulted or consented to the jurisdiction of this Court and have been served with a notice of this hearing.

42. That on behalf of the Plaintiff, we demand judgment against the Defendants on all Claims for Relief as set forth above.

Your Honor, this concludes our case.

CLAWSON & STAUBES, LLC



Kristen N. Nichols

—Stephanie G. Hess

Andrew F. Carson

126 Seven Farms Drive, Suite 200

Charleston, SC 29492-8144

Telephone: (843) 577-2026

Facsimile: (843) 722-2867

Attorneys for Plaintiff

Sworn to before me this
14 day of November, 2012.

Denise M. Swadlow
Notary Public for South Carolina
My Commission Expires: 8/18/2016

STATE OF SOUTH CAROLINA)

IN THE COURT OF COMMON PLEAS

COUNTY OF Horry)

CASE NO.: 2011-CP-26-7680

FIRST FEDERAL SAVINGS AND LOAN)
ASSOCIATION OF CHARLESTON,)

Plaintiff,)

vs.)

**MOTION AND
ORDER TO AMEND**

EDWIN D. MCIVER, JACQUELYN)
GRACE GERRALD MCIVER, CONWAY)
HOSPITAL D/B/A CONWAY MEDICAL)
CENTER, AND THE UNITED STATES)
OF AMERICA, BY AND THROUGH ITS)
AGENCY, THE INTERNAL REVENUE)
SERVICE,)

Defendants.)


FILED
Horry COUNTY
2012 DEC 21 PM 12:01
MELANIE HUGGINS WARD
CLERK OF COURT

IT APPEARING that the undersigned, as attorney for the Plaintiff, is seeking an Order permitting the Plaintiff to amend their Caption to modify the name of the Plaintiff in above-styled action based upon the following:

1. That as of April 4, 2012, the name of the Plaintiff has been changed pursuant to the Articles of Amendment filed with the Office of the Secretary of State on April 2, 2012. Therefore, Plaintiff should now be identified as: First Federal Bank, a state-chartered commercial bank organized and operating under the laws of the State of South Carolina and a member of the Federal Reserve System. A copy of the Articles of Amendment is attached hereto as Exhibit "A".
2. That the complaint, including all subsequent pleadings and/or discovery, should hereafter be styled as: *First Federal Bank, Plaintiff vs. Defendant Edwin D. Mclver and Jacquelyn Grace Gerrald Mclver, Case 2011-CP-26-7680.*

NOW, on motion of Kristen N. Nichols, of the firm of Clawson AND Staubes, LLC, attorney for the Plaintiff, after careful consideration of the record in this case, it is:

ORDERED, ADJUDGED AND DECREED that Plaintiff be allowed to amend the Caption to modify the name of the Plaintiff and Plaintiff's motion to amend is hereby GRANTED.


Presiding Judge

Conway, South Carolina
November 27, 2012

Handwritten initials: CAH

Handwritten initials: JH

WE SO MOVE:

for Stephan J. H.

Kristen N. Nichols
CLAWSON AND STAUBES, LLC
126 Seven Farms Drive, Suite 200
Charleston, SC 29492
Telephone: (843) 577-2026
Facsimile: (843) 722-2867

Attorneys for the Plaintiff

~~2~~
~~OH~~

CERTIFIED TO BE A TRUE AND CORRECT COPY AS TAKEN FROM AND COMPARED WITH THE ORIGINAL ON FILE IN THIS OFFICE

APR 04 2012

STATE OF SOUTH CAROLINA SECRETARY OF STATE

Mark Hammond SECRETARY OF STATE OF SOUTH CAROLINA

ARTICLES OF AMENDMENT

TYPE OR PRINT CLEARLY IN BLACK INK

Pursuant Section 33-10-106 of the 1976 South Carolina Code of Laws, as amended, the undersigned corporation adopts the following Articles of Amendment to its Articles of Incorporation:

- 1. The name of the corporation is First Federal Savings and Loan Association of Charleston
2. Date of Incorporation February 21, 2012
3. Agent's Name and Address Corporation Service Company, 1703 Laurel Street, Columbia, SC 29201
4. On April 4, 2012, the corporation adopted the following Amendment (s) of its Articles of Incorporation: (Type or attach the complete text of each Amendment)

ARTICLE I: NAME

The name of the bank (which is hereinafter called the "Bank") is First Federal Bank.

- 5. The manner, if not set forth in the Amendment, in which any exchange, reclassification, or cancellation of issued shares provided for in the Amendment shall be effected, is as follows: (if not applicable, insert "not applicable" or "NA").

NA

- 6. Complete either "a" or "b", whichever is applicable.

- a. [X] Amendment(s) adopted by shareholder action. At the date of adoption of the Amendment, the number of outstanding shares of each voting group entitled to vote separately on the Amendment, and the vote of such shares was:

Table with 5 columns: Voting Group, Number of Outstanding Shares, Number of Votes Entitled to be Cast, Number of Votes Represented at the meeting, Number of Undisputed Shares (For or Against). Row 1: CS, 12,920, 12,920, 12,920, For- 12,920



120405-0042 FILED: 04/06/20 FIRST FEDERAL BANK

Filing Fee: \$110.00 ORIG



Mark Hammond

South Carolina Secretary of State

First Federal Savings and Loan Association of
Name of Corporation Charleston

*NOTE: Pursuant to Section 33-10-106(6)(j) of the 1976 South Carolina Code of Laws, as amended, the corporation can alternatively state the total number of disputed shares cast for the amendment by each voting group together with a statement that the number of cast for the amendment by each voting group was sufficient for approval by that voting group.

b. The Amendment(s) was duly adopted by the incorporators or board of directors without shareholder approval pursuant to Section 33-6-102(d), 33-10-102 and 33-10-105 of the 1976 South Carolina Code of Laws, as amended, and shareholder action was not required.

7. Unless a delayed date is specified, the effective date of these Articles of Amendment shall be the date of acceptance for filing by the Secretary of State (See Section 33-1-230(b) of 1976 South Carolina Code of Laws, as amended) _____

Date April 4, 2012

First Federal Savings and Loan Association of
Name of Corporation Charleston

R. Wayne Hall
Signature

R. Wayne Hall, President and Chief Executive
Type or Print Name and Office Officer

FILING INSTRUCTIONS

1. Two copies of this form, the original and either a duplicate original or a conformed copy, must be filed.
2. If the space in this form is insufficient, please attach additional sheets containing a reference to the appropriate paragraph in this form.
3. Filing fees and taxes payable to the Secretary of State at time of filing application.

| | |
|------------|----------|
| Filing Fee | \$10.00 |
| Filing tax | \$100.00 |
| Total | \$110.00 |

Return to: Secretary of State
1205 Pendleton Street, Suite 525
Columbia, SC 29201

STATE OF SOUTH CAROLINA

COUNTY OF Horry

First Federal Savings and Loan Association of Charleston,

Plaintiff(s)

vs.

Edwin D. Mclver and Jacquelyn Grace Gerrald Mclver,

Defendant(s)

IN THE COURT OF COMMON PLEAS

CASE NO. 2011-CP-26-7680

MOTION AND ORDER INFORMATION
FORM AND COVER SHEET

| | |
|---|---|
| Plaintiff's Attorney: Kristen N. Nichols Bar No. SC 74790 Address: CLAWSON AND STAUBES, LLC 126 Seven Farms Drive, Suite 200 Charleston, SC 29492-8144 Phone: (843) 577-2026 Fax: (843) 722-2867 email: knichols@clawsonandstaubes.com Other: | Defendant's Attorney: Bar No.: Address: Phone: Fax: email: 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:

Estimated Time Needed:

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

November 13, 2012
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, SCRPC)
 - 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

FILED
 Horry County
 2012 DEC 21 PM 12:11
 MELANIE HUGGINS-WARD
 CLERK OF COURT

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: _____

12/21/12

FORM 4

STATE OF SOUTH CAROLINA

JUDGMENT IN A CIVIL CASE

COUNTY OF HORRY

IN THE COURT OF COMMON PLEAS

CASE NO. 2011-CP-26-7680

FIRST FEDERAL BANK

EDWIN D. MCIVER and
JACQUELYN GRACE GERRALD MCIVER

PLAINTIFF(S)

DEFENDANT(S)

| | |
|--|---|
| Submitted by: <u>Kristen N. Nichols</u> <u>CLAWSON AND STAUBES, LLC</u> | Attorney for: <input checked="" type="checkbox"/> 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.
- 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 FULING 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: foreclosure

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) |
|--|--|--|
| | | \$ |
| | | \$ |
| | | \$ |

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
[Signature]

3073
Judge Code

11/27/12
Date

