

STATE OF SOUTH CAROLINA

COUNTY OF KERSHAW

Wilmington Savings Fund Society, FSB, as
Owner Trustee of the Residential Credit
Opportunities Trust V-C,

Plaintiff,

v.

Shaylyn R. Anderson; Kelsney Ridge
Homeowner's Association Inc.; SC Housing
Corp,

Defendant(s).

18-024064

IN THE COURT OF COMMON PLEAS

C/A NO.: 2018-CP-28-00822

JUDGMENT OF FORECLOSURE AND
SALE

Deficiency Judgment Waived

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A hearing was held June 4, 2019 at 3:00PM. Evidence was presented, which is reported herewith, and from the evidence, I find and conclude as follows.

FINDINGS OF FACT

1. The Lis Pendens was filed on September 25, 2018.
2. The Summons and Complaint were filed on September 25, 2018.
3. Service was made upon all Defendant(s) as shown by the proof(s) of service filed herein.
4. The Defendant(s) Shaylyn R. Anderson is not in the Military Service of the United States of America, as contemplated in The Servicemembers' Civil Relief Act, 50 USC § 501 et seq. as shown by affidavit, certificate or order filed herein.
5. No Defendant raised any credible issues relating to Plaintiff's standing to prosecute this action.
6. Pursuant to the South Carolina Supreme Court Administrative Order 2009-05-22-01 dated May 22, 2009 ("2009 Order"), the Plaintiff set forth its belief in its Complaint or by

Affidavit, which is already of record in this case, that the mortgage loan which is the subject of this foreclosure action is not eligible for modification pursuant to the terms of the Home Affordable Modification Program (HMP). Pursuant to the 2009 Order, Plaintiff's attorney has not received a counter affidavit from any Defendant.

7. Attorney for the Plaintiff has fully complied with the South Carolina Supreme Court Administrative Order 2011-05-02-01 dated May 2, 2011.
8. SC Housing Corp filed an answer.
9. All pro se Defendants and all attorneys of record have been notified of the time, date and place of hearing by letter as evidenced by the certificate of mailing, which is of record.
10. Shaylyn R. Anderson, for value received, made, executed and delivered a Note ("Note") dated May 4, 2017 promising to pay to Plaintiff or its predecessor the sum of \$262,860.00. Other terms and conditions are stated in the Note, of record herein.
11. To better secure the payment of the Note Shaylyn R. Anderson, made, executed and delivered to Mortgage Electronic Registration Systems, Inc., as nominee for United Wholesale Mortgage it successors and assigns a certain real estate mortgage ("Mortgage") in writing, dated May 4, 2017 covering real property in Kershaw County, which is the same as that described in the complaint.
12. The Mortgage was filed on May 10, 2017 and is of record in Kershaw County in the Office of RMC/ROD in Book 3691 at Page 88.

13. Thereafter, by assignment recorded November 9, 2017 in Book 3776 at Page 211, the mortgage was assigned to United Shore Financial Services, LLC d/b/a United Wholesale Mortgage.
14. The description of the property secured by the Mortgage is

ALL THAT CERTAIN PIECE, PARCEL, OR LOT OF LAND, TOGETHER WITH IMPROVEMENTS THEREON, SITUATE, LYING AND BEING IN THE COUNTY OF KERSHAW, STATE OF SOUTH CAROLINA, BEING SHOWN AND DESIGNATED AS LOT 132 ON A FINAL SUBDIVISION PLAT OF KELSNEY RIDGE PHASE 2-B, PREPARED BY RUSSELL H. WRIGHT, PLS OF WK DICKSON, DATED MAY 8, 2015, AND RECORDED IN THE OFFICE OF THE REGISTER OF DEEDS FOR KERSHAW COUNTY IN BOOK C-178 AT PAGE 1. BEING MORE PARTICULARLY SHOWN AND DELINEATED ON A PLAT PREPARED FOR SHAYLYN ANDERSON BY BELTER & ASSOCIATES, INC. DATED MARCH 6, 2017 AND RECORDED IN BOOK D13 AT PAGE 10B. REFERENCE IS MADE TO SAID LATTER PLAT FOR A MORE COMPLETE AND ACCURATE DESCRIPTION. BE ALL MEASUREMENTS A LITTLE MORE OR LESS.

THIS BEING THE SAME PROPERTY CONVEYED TO SHAYLYN R. ANDERSON BY DEED DATED MAY 4, 2017 AND RECORDED MAY 10, 2017 IN BOOK 3691 AT PAGE 85.

TMS No. 358-00-00-132SKB
Property Address: 26 Saughtree Lane W, Elgin, SC 29045

PLAINTIFF'S FIRST CAUSE OF ACTION

15. The Mortgage constitutes a Purchase Money mortgage on the subject property subject only to ad valorem taxes or other liens/taxes given priority by statute.
16. Plaintiff has the legal right to enforce the negotiable instrument secured by the Mortgage and is the real party in interest as defined by Rule 17(a) of the South Carolina Rules of Civil Procedure.

17. Payment due on the Note has not been made as provided therein, and the Plaintiff as the holder or nominee for the holder, thereof, has elected to require immediate payment of the entire amount due thereon and has placed the Note and Mortgage in the hands of the attorney herein for collection by foreclosure.
18. The sum of \$2,900.00 is a reasonable fee to allow Plaintiff's counsel for services performed and anticipated to be performed until final adjudication of this action, under the terms of the Note and Mortgage. This fee is likewise reasonable based on the time necessarily devoted to representation of Plaintiff during the several month course of these proceedings. The services of counsel performed for Plaintiff, which include the number and types of pleadings and documents prepared, the incumbent liabilities, and the difficulties involved in this particular case also support the fee awarded. The fee is also reasonable given the professional standing of Plaintiff's counsel and their experience in handling foreclosure matters. The fee awarded herein is also reasonable in light of the fees customarily awarded by this Court for similar services in this locality. Moreover, the efforts of Plaintiff's counsel have had the beneficial result of a prompt foreclosure of the Mortgage. Services anticipated to be performed until the final adjudication contemplate completion of this matter within a reasonable time and does not include exceptional circumstances delaying conclusion beyond the normal time. Plaintiff has advanced \$1,855.00 in attorneys' fees which appears in the advances below.
19. According to Plaintiff's accounting, after all payments received by Plaintiff have been credited, the amount due and owing on the Note and secured by the Mortgage is as follows:

a. Principal due April 1, 2018	\$260,222.48
b. Interest from March 1, 2018 to June 4, 2019	\$18,009.56
c. Corporate Advances	\$2,928.31
d. Escrow Advances	\$3,149.98
e. Late Charges	\$373.15
f. Third Party Advances	\$30.00
g. Costs of Collection	\$481.74
h. Attorneys' Fees	<u>\$1,045.00</u>
Total debt secured by Note and Mortgage	\$286,240.22

Interest shall accrue to the above stated principal balance at 5.500% from the date of hearing until the date of entry of judgment. Such amount shall be added to the amount above to compromise the "Judgment Debt". After entry of judgment interest shall continue to accrue on the Judgment Debt at 5.500%. Accrued interest shall be added to the Judgment Debt and shall comprise the amount of Plaintiff's debt secured by the Mortgage through the date which such interest is computed.

20. Plaintiff is seeking the usual foreclosure of the Purchase Money mortgage and has expressly waived the right to a personal or deficiency judgment.
21. The following Defendant(s) may claim a subordinate lien upon or subordinate legal interest in the Subject Property, and in the event there is a surplus from the sale of the Subject Property, these Defendants may present such claim or interest in accordance with Rule 71(c) of the South Carolina Rules of Civil Procedure. The said Defendant(s) and such liens or legal interests are as follows:
- a. The Defendant Kelsney Ridge Homeowner's Association Inc. is made a Defendant by virtue of any lien enforceable assessments claimed as provided for in the Declaration of Covenants, Conditions and Restrictions recorded herein, and any amendments thereto, also including any other liens or interest they may have or claim.

- b. The Defendant SC Housing Corp is made a Defendant by virtue of a Mortgage given by Shaylyn R. Anderson in the amount of \$36,000.00, dated February 21, 2018 and recorded March 22, 2018 in Book 3834 at Page 166 and by virtue of any other interest they may claim in the subject property.

IT IS THEREFORE ORDERED:

22. Plaintiff has fully complied with the South Carolina Supreme Court Administrative Orders 2009-05-22-01 and 2011-05-02-01, and the foreclosure may proceed.
23. There is due on the Note and Mortgage the sum of \$286,240.22 as set forth in the Findings of Fact, *supra*, together with interest at the rate provided therein on the balance of principal from the date aforesaid to the date hereof.
24. The amount due in the preceding paragraph shall accrue interest at 5.500% and together with such interest shall constitute the total debt due Plaintiff.
25. The amount of judgment shall be subject to increase to permit Plaintiff to recover additional costs, commission, and expenses not included in the minimum deposit previously made in compliance with S.C. Code Ann § 14-11-310 (1976). It may also increase to include supplemental compensation for attorneys' services not contemplated by the initial fee award. Jurisdiction over the fee award and total debt is reserved to facilitate the assessment and payment of any such costs or supplemental compensation. Such additional costs, commissions and expenses may be established by affidavit and shall be adjudicated by the Court without further hearing.
26. The Defendant(s) liable for the aforesaid judgment debt of the Note and Mortgage including interest at the rate of 5.500% per annum shall pay on or before the date of sale

of the property hereinafter described to Plaintiff or Plaintiff's attorney the amount of Plaintiff's debt as aforesaid, including the costs and disbursements of this action.

27. On default of payment at or before the time of the sale of the property the mortgaged property described hereafter shall be sold by the below signed Master in Equity or Special Referee or other court-appointed or designated agent or auctioneer at public auction at the Kershaw County Courthouse in the City of Camden and State of South Carolina on a sales day determined by the below signed Master in Equity or Special Referee on the following terms:

- a. For cash or its equivalent: an immediate deposit of 5% is required on the amount of the bid. The deposit will be applied to the purchase price when total compliance is made. In the event compliance is not made, the deposit shall be forfeited without further hearing and applied first to costs and expenses of the action and then to Plaintiff's debt. Should the successful bidder at a regularly conducted sale fail or refuse either to make the required deposit at time of bid or to comply with the terms of the bid within 30 days, then the property may be re-sold on the same terms and conditions on the same or some subsequent sales day at the risk of the defaulting bidder.
- b. Interest on the balance of the bid after the deposit is applied shall be paid through the day of compliance at the Note rate of 5.500%
- c. The sale shall be subject to taxes and assessment, existing easement and restrictions and any other senior encumbrances.
- d. Purchaser shall pay for any statutory commission on sale from the proceeds of the final bid amount.

- e. Purchaser to pay for deed preparation, costs of recording the deed and transfer taxes on the deed.
 - f. Purchaser shall be entitled to possession of the premises only after Purchaser fully complies with the bid amount and a deed is issued by the Master in Equity or Special Referee.
28. A personal or deficiency judgment having been waived, the bidding will not remain open after the date of the initial sale.
29. Plaintiff may waive any of its rights, including its right to a deficiency judgment in accordance with Rule 71 SCRPC prior to sale.
30. The Master in Equity or Special Referee will give notice of the time and place of the sale by advertisement according to law and the terms thereof by advertisement according to law and will execute to the Purchaser a deed to the property sold. Plaintiff or any other party to this action may become a purchaser at such sale. If, upon such sale being made, the Purchaser should fail to comply with the terms thereof within 30 days after date of sale, then the Master in Equity/Special Referee may advertise the said premises for sale on the next of some subsequent sales day at the risk of the highest bidder and so from time to time thereafter until a full compliance shall be secured.
31. In the event an agent of Plaintiff does not appear at the time of sale, the within property shall be withdrawn from sale and sold at the next available sales date upon the same terms and conditions as set forth in the Judgment of Foreclosure and Sale or such terms as may be set forth in a supplemental order.

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

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33. The Master in Equity/Special Referee will apply the proceeds of the sale as follows:

- a. First to the payment of the permitted costs, charges, and expenses in this action including any Guardian ad Litem fee, Servicemember Civil Relief Act attorney fee, or any other attorneys' fee awarded under this or any other Order of this Court;
- b. 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 the Plaintiff's attorney shall receive and disburse such funds only in absolute compliance with Plaintiff's principal, interest, allowable advances and related calculations of this Court, including the Court's award for attorneys' fees, court permitted charges and taxable costs pursuant to Rules 54 and 71 of the South Carolina Rules of Civil Procedure and the terms of the Note and Mortgage;
- c. Next, any surplus will be held pending further Order of the Court as provided for in the South Carolina Rules of Civil Procedure, particularly Rule 71(c) SCRC

34. In the event the successful bidder is someone other than the Defendant(s) in possession of the Subject Property, the Sheriff of Kershaw County is ordered and directed to eject and remove from the property the occupant(s) 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 property without delay and to keep said successful bidder or his assigns in such peaceable possession.

- 35. In the event the successful bidder is other than the Defendant(s) in possession of the subject property and the occupants have voluntarily vacated the property or have been ejected from the property leaving furnishing, fixtures and items not subject to Plaintiff's Mortgage in said property, the Purchaser is authorized to remove from the property all furnishings, fixtures and items not subject to the lien of Plaintiff's Mortgage. The personal property, being deemed abandoned, shall be removed by the Purchaser or its agents from the subject property by placing said personal property on the public street or highway or by other means.
- 36. The Defendant(s) named herein, and all persons whosoever claiming under Defendant(s), are forever barred and foreclosed of all right, title, interest, equity of redemption or lien in the said mortgaged property so sold, or any part thereof.
- 37. In accordance with Rule 77(d), of the South Carolina Rules of Civil Procedure, the Clerk of Court shall serve a notice of entry of this Judgment of Foreclosure upon all parties not in default for failure to appear in this action.
- 38. The deed of conveyance made pursuant to the foreclosure sale shall contain the names of only the first-named Plaintiff and first named Defendant, and the Defendant(s) who was/were the titleholder(s) 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. The Register of Deeds/Clerk of Court is authorized to omit from the indices pertaining to such conveyance the names of all parties not contained in said deed.

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

40. The subject property is:

ALL THAT CERTAIN PIECE, PARCEL, OR LOT OF LAND, TOGETHER WITH IMPROVEMENTS THEREON, SITUATE, LYING AND BEING IN THE COUNTY OF KERSHAW, STATE OF SOUTH CAROLINA, BEING SHOWN AND DESIGNATED AS LOT 132 ON A FINAL SUBDIVISION PLAT OF KELSNEY RIDGE PHASE 2-B, PREPARED BY RUSSELL H. WRIGHT, PLS OF WK DICKSON, DATED MAY 8, 2015, AND RECORDED IN THE OFFICE OF THE REGISTER OF DEEDS FOR KERSHAW COUNTY IN BOOK C-178 AT PAGE 1. BEING MORE PARTICULARLY SHOWN AND DELINEATED ON A PLAT PREPARED FOR SHAYLYN ANDERSON BY BELTER & ASSOCIATES, INC. DATED MARCH 6, 2017 AND RECORDED IN BOOK D13 AT PAGE 10B. REFERENCE IS MADE TO SAID LATTER PLAT FOR A MORE COMPLETE AND ACCURATE DESCRIPTION. BE ALL MEASUREMENTS A LITTLE MORE OR LESS.

THIS BEING THE SAME PROPERTY CONVEYED TO SHAYLYN R. ANDERSON BY DEED DATED MAY 4, 2017 AND RECORDED MAY 10, 2017 IN BOOK 3691 AT PAGE 85.

TMS No. 358-00-00-132SKB

Property Address: 26 Saughtree Lane W, Elgin, SC 29045

[JUDGE'S SIGNATURE PAGE TO FOLLOW]

NOTICE OF SALE

BY VIRTUE of a decree heretofore granted in the case of: Wilmington Savings Fund Society, FSB, as Owner Trustee of the Residential Credit Opportunities Trust V-C vs. Shaylyn R. Anderson; Kelsney Ridge Homeowner's Association Inc.; SC Housing Corp, C/A No. 2018-CP-28-00822. The following property will be sold on July 1, 2019, at 12:00PM at the Kershaw County Courthouse to the highest bidder

ALL THAT CERTAIN PIECE, PARCEL, OR LOT OF LAND, TOGETHER WITH IMPROVEMENTS THEREON, SITUATE, LYING AND BEING IN THE COUNTY OF KERSHAW, STATE OF SOUTH CAROLINA, BEING SHOWN AND DESIGNATED AS LOT 132 ON A FINAL SUBDIVISION PLAT OF KELSNEY RIDGE PHASE 2-B, PREPARED BY RUSSELL H. WRIGHT, PLS OF WK DICKSON, DATED MAY 8, 2015, AND RECORDED IN THE OFFICE OF THE REGISTER OF DEEDS FOR KERSHAW COUNTY IN BOOK C-178 AT PAGE 1. BEING MORE PARTICULARLY SHOWN AND DELINEATED ON A PLAT PREPARED FOR SHAYLYN ANDERSON BY BELTER & ASSOCIATES, INC. DATED MARCH 6, 2017 AND RECORDED IN BOOK D13 AT PAGE 10B. REFERENCE IS MADE TO SAID LATTER PLAT FOR A MORE COMPLETE AND ACCURATE DESCRIPTION. BE ALL MEASUREMENTS A LITTLE MORE OR LESS.

Derivation: Book 3691 at Page 85
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SUBJECT TO ASSESSMENTS, AD VALOREM TAXES, EASEMENTS AND/OR, RESTRICTIONS OF RECORD, AND OTHER SENIOR ENCUMBRANCES.

TERMS OF SALE: A 5% deposit in certified funds is required. The deposit will be applied towards the purchase price unless the bidder defaults, in which case the deposit will be forfeited. If the successful bidder fails, or refuses, to make the required deposit, or comply with his bid within 30 days, then the property will be resold at his risk. No personal or deficiency judgment being demanded, the bidding will not remain open after the date of sale, but compliance with the bid may be made immediately: The successful bidder will be required to pay interest on the amount of the bid from date of sale to date of compliance with the bid at the rate of 5.500% per annum. For complete terms of sale, see Judgment of Foreclosure and Sale filed with the Kershaw County Clerk of Court at C/A #2018-CP-28-00822.

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

William S. Koehler
Attorney for Plaintiff
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Jeffrey M. Tzerman
Master in Equity for
Kershaw County



Kershaw Common Pleas

Case Caption: Wilmington Savings Fund Society FSB , plaintiff, et al VS Shaylyn R
Anderson , defendant, et al
Case Number: 2018CP2800822
Type: Master/Order/Notice of Foreclosure Sale

IT IS SO ORDERED

s/ Jeffrey M. Tzerman, 3056