

EXHIBIT C

STATE OF SOUTH CAROLINA

COUNTY OF HORRY

Anderson Brothers Bank,

Plaintiff,

vs.

Tina R. Harbin and Casey O. Warren,

Defendants.

IN THE CIRCUIT COURT

Case No. 2018-CP-26-03611

**SPECIAL REFEREE'S ORDER
AND JUDGMENT OF FORECLOSURE
AND SALE**

RECEIVED

AUG 05 2019

SC Court of Appeals

Pursuant to Rule 53 SCRPC, the above-entitled matter was referred to the Special Referee for Horry County to make appropriate findings of fact and conclusions of law with authority to enter a final judgment in this cause. Any appeal from this Order is to the South Carolina Court of Appeals.

Pursuant to the Order of Reference granted in the above-entitled case, a hearing was held before the Honorable Ralph P. Stroman, Special Referee for Horry County on the 2nd day of July, 2019.

FINDINGS OF FACT

1. The Lis Pendens, Summons and Verified Complaint¹ were filed by Anderson Brothers Bank ("ABB" or "Plaintiff") in the Office of the Clerk of Court for Horry County on June 18, 2018.

2. Service was made upon Defendant Tina R. Harbin ("Defendant Harbin") on June 20, 2018, as is shown by the Affidavit of Service filed in the Office of the Clerk of Court for Horry County on June 22, 2018.

¹ The Complaint initially included a claim and delivery action against certain personal property as collateral securing the indebtedness. Subsequent to filing the Complaint, Plaintiff agreed to release the personal property, and this action is now a foreclosure of the mortgage lien only.

3. Service was made upon Defendant Casey O. Warren (“Defendant Warren”) on June 20, 2018, 2018, as is shown by the Affidavit of Service filed in the Office of the Clerk of Court for Horry County on June 22, 2018.

4. Defendant Warren filed an Answer in the Office of the Clerk of Court for Horry County on July 20, 2018.

5. On November 21, 2018, an Affidavit of Default and Non-Military Service as to Defendant Tina R. Harbin was filed in the Office of the Clerk of Court for Horry County.

6. She calls attention to On March 5, 2019, a Notice of Substitution of Counsel was filed in the Office of the Clerk of Court for Horry County.

7. On June 14, 2019, an Order of Reference was filed in the Office of the Clerk of Court for Horry County, referring this matter to the undersigned Special Referee for Horry County.

8. A Notice of Hearing was filed in the Office of the Clerk of Court for Horry County on June 19, 2019, evidencing notice to the Defendants of the hearing scheduled for July 2, 2019.

9. On or about October 30, 2017, for valuable consideration received, Defendant Warren executed and delivered unto Plaintiff that certain Promissory Note (the “Note”), of even date, whereby Defendant Warren promised to pay to Plaintiff the principal sum of One Hundred Seventy-six Thousand Six Hundred and 00/100ths Dollars (\$176,600.00) together with interest thereon accruing at the rate of Six and three-quarters percent (6.75%) interest to be repaid in Sixty (60) monthly installments of One Thousand Three Hundred Forty-five and 83/100ths Dollars (\$1,345.83) beginning on December 10, 2017 and continuing until the date of maturity, November 10, 2022.

10. In order to secure repayment of the indebtedness evidenced by the Note, in accordance with the terms and conditions thereof, Defendant Harbin, on or about October 30, 2017, made, executed and delivered to the Plaintiff that certain Mortgage (the “Mortgage”)

whereby Defendant Harbin granted the Plaintiff a security interest in and mortgage lien on certain real property (the "Mortgaged Premises") described as follows:

All and Singular, all that certain piece, parcel, or lot of land, together with any and all improvements situate thereon, situate, lying and being in Dogbluff Township, Horry County, South Carolina, being shown and designated as Tract A, containing 3.52 acres, more or less as shown on a plat prepared by Blanton Land Surveying, Inc. for Tina R. Harbin, dated March 8, 2011, which plat is recorded in the office of the ROD for Horry County in Plat Book 251 at Page 161, reference to which is craved as forming a part and parcel hereof.

There is also included herewith all of Mortgagor's rights, title and interest in and to that certain 50' Private Road Easement (Broken Arrow Drive) as shown on plat prepared by Blanton Surveying, Inc. for Tina R. Harbin, dated March 8, 2011, recorded in the Office of the ROD for Horry County, in Plat Book 251 at Page 161.

DERIVATION: This being a portion of the property conveyed to Tina R. Harbin by Deed of Dennis B. Gore and Patsy L. Gore, recorded March 15, 2006, in the office of the ROD for Horry County, in Deed Book 3063 at Page 1427.

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ADDRESS: 468 Broken Arrow Drive, Galivants Ferry, SC 29544

11. The Mortgage was recorded on October 31, 2017, in Book 5932 at Page 3121, in the Horry County Registrar of Deed's Office.

12. To further secure the indebtedness due and owing under the Note, on or about October 30, 2017, Defendant Harbin executed that certain Assignment of Leases and Rents in favor of the Plaintiff, whereby Defendant Harbin granted the Plaintiff a continuing security interest in, and conveyed to the Plaintiff all right, title and interest in and to the rents from the Mortgaged Premises (the "Assignment of Rents"). The Assignment of Rents was recorded in the Greenville County Register of Deed's Office on October 31, 2017, in Book 4055 at Page 628.

13. The obligations under the terms and conditions of the Note and Mortgage are in default for, among other reasons, the failure of Defendant Warren to repay the indebtedness in

accordance with the terms thereof.

14. Furthermore, the Note and Mortgage provide that in the event of default in any of the terms thereof, the whole amount of the debt secured by the Mortgage will become immediately due and payable. By reason of the failure of Defendant Warren to comply with the terms and conditions of the Note and Mortgage, the Plaintiff has declared the entire indebtedness immediately due and payable, and, as a further result of the said default, the Plaintiff is entitled to foreclosure of its Mortgage on the Mortgaged Premises.

15. It is further provided in the Note and Mortgage that if the loan evidenced thereby is not paid when due, the maker will pay all reasonable costs and expenses of suit, including but not limited to reasonable attorneys' fees incurred by the lender.

16. The Plaintiff has sent written notice to Defendant Warren of the default as required by and conforming to applicable law.

17. The amount of the debt due and owing on the Note, with interest at the rate provided in the Note, and other costs and expenses of collection, including reasonable attorneys' fees is as follows:

Principal as of June 25, 2019	\$169,495.89
Interest as of June 25, 2019 Per Diem: \$31.35 Interest Rate: 6.75%	\$ 15,690.88
Other: Late Fees	\$ 1,142.09
Attorneys' Fees and Costs (allowed by the Court)	\$ 9,452.21
TOTAL DEBT ON THE NOTE AS OF JUNE 25, 2019	\$195,781.07

18. The Plaintiff is entitled to judgment barring the Defendants and all persons claiming by or through said Defendants from all right, title and interest in or to the Mortgaged Premises, and each and every part thereof.

19. The Plaintiff seeks a judgment of foreclosure of its mortgage lien on the Mortgaged Premises for the full amount found to be due and owing on the Note.

20. The Plaintiff does not waive, but specifically demands judgment against Defendant Warren for the full amount of the indebtedness found to be due and owing under the Note and the Mortgage, with said judgment to be reduced by the net amount of the sales proceeds realized from the sale of the Mortgaged Premises, and thereafter, entry of a deficiency judgment order for any amount remaining due and owing to the Plaintiff after application of the sales proceeds.

21. Furthermore, the Plaintiff is entitled to exercise its rights under the Assignment of Rents to collect the Rents generated by the Mortgaged Premises, upon written notice to the parties, as set forth in the Assignment of Rents.

CONCLUSIONS OF LAW

I, therefore, conclude as follows:

1. Plaintiff should have judgment of foreclosure of its Mortgage and the Mortgaged Premises 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. After making the required deposit, the successful bidder at the sale should be required to pay interest at the note rate until the date of compliance.

2. The Plaintiff is entitled to Judgment against Defendant Warren for the total amount of the indebtedness due and owing to Plaintiff, as set forth hereinabove.

IT IS HEREBY ORDERED, ADJUDGED AND DECREED THAT:

1. This foreclosure action is not against “property arising out of a loan owned or guaranteed by FNMA or FreddieMac or held by a servicer who has signed an agreement to participate in HMP.”

2. The loan, under which the indebtedness arises, is not subject to modification under

the HMP.

3. The indebtedness due and owing by Defendant Warren is commercial indebtedness, and said indebtedness is secured by real property that is not an “owner-occupied dwelling” as defined by Administrative Order No. 2011-05-02-01. Therefore, it is not subject to the provisions of Administrative Order No. 2011-05-02-01.

4. There is due to Plaintiff on the Note and Mortgage set forth in the Complaint, as amended herein, the sum of One Hundred Ninety-Five Thousand Seven Hundred Eighty-One and 07/100 Dollars (\$195,781.07), representing the “Total Debt” due to Plaintiff on the Note, together with interest on the principal balance from July 3, 2019, to the date of judgment.

5. The Total Debt amount due in the preceding paragraph (supra, and later accrued interest on the principal to the date of judgment) shall constitute the total judgment debt due to Plaintiff and shall bear interest after the date of judgment at the rate of 6.75% per annum.

6. Any party in interest shall, on or before the date of sale of the property hereinafter described, pay to Plaintiff’s attorney the amount of Plaintiff’s debt as aforesaid, together with the costs and expenses of this action.

7. On default of payment at or before the time herein indicated, the Mortgaged Premises described in the Complaint, as hereinafter set forth, shall be sold by the Master in Equity for Horry County or her agent at public auction, at Conway, South Carolina, on some convenient sales day hereafter (and should the regular day of judicial sales fall on a legal holiday, then and in such event, the sales day shall be on the next Tuesday succeeding such holiday), on the following terms, that is to say:

(a) FOR CASH: The Master in Equity or her agent will require a deposit of 5% on the amount bid (in cash or equivalent) same to be applied on the purchase price only upon compliance

with the bid, but in case of non-compliance within thirty (30) days same to be forfeited and applied to the costs and any surplus pending further order of the Court.

(b) Interest on the balance of the bid shall be paid through the day of compliance at the judgment rate.

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

(d) Purchaser shall pay for the preparation of the deed, bill of sale and costs of recording the deed.

8. If Plaintiff is 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 Master in Equity for Horry County only the amount of the costs and expenses, crediting the balance of the bid on Plaintiff's indebtedness.

9. Personal or deficiency judgment having not been waived, the sale will remain open for thirty (30) days pursuant to S.C. Code Ann. Section 15-39-720, (1976).

10. The Master in Equity for Horry County, will by advertisement according to law, give notice of the time and place of sale, and the terms thereof and will execute to the purchaser, or purchasers, a deed to the realty sold. Plaintiff, or any other party to this action, may become a Purchaser at such sale, and if, upon such sale being made, the purchaser, or purchasers, should fail to comply with the terms thereof within thirty (30) days after date of sale, then the Master in Equity for Horry County may advertise the said property for sale on the next, or some other subsequent sales day, at the risk of the former highest bidder, and so from time to time thereafter until a full compliance shall be secured.

11. The Master in Equity for Horry County shall apply the proceeds of the sale as follows:

First: To payment of the costs and disbursements of this action;

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

Next: To the payment of any parties holding subordinate liens prior to and/or at the time of foreclosure in the amounts of their total claims and interest in accordance with Rule 71(b), SCRPC, with any surplus to be held and paid pursuant to Rule 71(c), SCRPC.

It is further ORDERED, ADJUDGED AND DECREED that in the event the successful bidder is other than any party in interest and if a Writ of Assistance is presented, the Sheriff of Horry County is ordered and directed to eject and remove from the premises the occupant(s) of the property sold, together with all personal property located thereon, and put the successful bidder or his assigns in such peaceable possession.

12. And it is further ORDERED, ADJUDGED AND DECREED that the Defendants, and all persons whatsoever claiming under the Defendants be forever barred and foreclosed of all right, title, interest, and equity of redemption in the said Mortgaged Premises so sold, or any part thereof.

13. IT IS FURTHER ORDERED that, pursuant to S.C. Code Ann. § 30-9-31 (Supp. 1987), the deed of conveyance made pursuant to said sale shall be indexed in the grantor index by the Registrar of Deeds in the name of the owner of record of the Mortgaged Premises immediately prior to execution of the deed, as well as in the name of the Special Referee for Horry County, who executes such deed as grantor.

14. The Special Referee will retain jurisdiction to do all the necessary acts incidental to this foreclosure including, but not limited to, the issuance of a Writ of Assistance and disposing of any surplus funds pursuant to Rule 71 (c), SCRPC.

15. The Mortgaged Premises ordered to be sold is described as follows:

All and Singular, all that certain piece, parcel, or lot of land, together with any and all improvements situate thereon, situate, lying and being in Dogbluff Township, Horry County, South Carolina, being shown and designated as Tract A, containing 3.52 acres, more or less as shown on a plat prepared by Blanton Land Surveying, Inc. for Tina R. Harbin, dated March 8, 2011, which plat is recorded in the office of the ROD for Horry County in Plat Book 251 at Page 161, reference to which is craved as forming a part and parcel hereof.

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16. IT IS FURTHER ORDERED, ADJUDGED AND DECREED 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 sales will be rescheduled for the next available sales day.

AND IT IS SO ORDERED.

[SIGNATURE PAGE TO FOLLOW]