

Sworn testimony was offered to the Court, pursuant to S.C. Code Ann §14-11-110 (1976) and from the testimony and evidence, I find and conclude as follows:

FINDINGS OF FACT

1. The Summons, Complaint and Lis Pendens in this action were filed on May 16, 2019.
2. Larry W. Richardson was served with a Summons, Complaint and Lis Pendens via process server by substitute service on his wife Gayle P. Richardson on May 26, 2019 as shown on the Affidavit of Service filed with this Court on May 30, 2019. Larry W. Richardson filed an Answer dated June 17, 2019 and filed with this Court on June 19, 2019.
3. Gayle P. Richardson was personally served with a Summons, Complaint and Lis Pendens via process server on May 26, 2019 as shown on the Affidavit of Service filed with this Court on May 30, 2019.
4. The Defendant Conway Hospital, Inc. d/b/a Conway Medical Center (Conway Hospital) was served with a Summons, Complaint and Lis Pendens via certified mail on May 29, 2019 as shown by the Certificate of Certified Mailing filed with this Court on July 1, 2019. Conway Hospital filed and Answer dated July 8, 2019 and filed with this Court on July 11, 2019. Conway Hospital has a judgment against Priscilla Richardson in the original amount of \$1,410.00 which was filed in civil case number 2018-CP-26-02216 on April 5, 2018 the Office of the Clerk of Court in Horry County, South Carolina. Upon information this judgment was obtain against individuals who are not the named defendants and this judgment is listed for the sole purpose of clearing title to this property.
5. Ms. Richardson failed to answer the complaint in this matter and accordingly is in default.

6. This is an action for the foreclosure of a Lien for unpaid and past due Association Assessments. The obligation to pay Assessments is codified and established under the Governing Documents for Ashford Subdivision Homeowners' Association, Inc., which was recorded on September 25, 2000, in Deed Book 2302 at Page 127 in the office of the Register of Deeds for Horry County, South Carolina. The Richardsons being the Owners of 303 Tapscott St., Myrtle Beach, South Carolina, are subject to the Governing Documents and any amendments. Accordingly, the Richardsons are required to pay all assessments, attorney's fees and the costs of collection if they fail to pay.
7. This property is subject to the covenants, terms and conditions of The Governing Documents and has been subject to all special and regular assessments as prescribed by the Plaintiff. The Richardsons have breached their obligation to pay Assessments, and as of August 21, 2019, the past due assessments and related charges in the amount of One Thousand Nine Hundred Eighteen and 97/100 (\$1,918.97) Dollars together with reasonable attorney's fees and the costs of this action were due.
8. The sum of Three Thousand Two Hundred Thirty-Five and 11/100 (\$3,235.11) Dollars is a reasonable fee to allow as attorney's fees and costs for Plaintiff's attorney. This fee is based on the time and services necessarily devoted to Plaintiff's representation. These include the number and types of pleadings and documents prepared, the incumbent liabilities, and the difficulties involved in this particular case. The fee is also reasonable given the professional standing of Plaintiff's counsel and her experience in handling foreclosure matters. This fee is similar to ones customarily awarded for similar services in this locality.
9. The amount due and owing on this account, including reasonable attorney's fees, costs, and expenses of collection, is as follows:

3. If the Richardsons fail to pay the debt before the sales date, the lien premises described in the Complaint, as hereinafter set forth, shall be sold by the undersigned Special Referee or his designee at public auction at the Horry County Courthouse, Conway, South Carolina, on some convenient sales day on the following terms, that is to say:
 - a. FOR CASH: The undersigned Special Referee will require a 5% deposit in cash or certified funds on the amount of the bid to be applied on the purchase price only upon compliance with the bid, but in the case of non-compliance within thirty (30) days, the deposit shall be forfeited and applied to the costs and Plaintiff's debt.
 - b. Interest on the bid shall be paid to the day of compliance at the rate of Eight and ½ Percent (8.50%).
 - c. The sale shall be subject to taxes and assessments, existing easements and restrictions, easements and restrictions of record.
 - d. Purchaser shall pay for deed stamps and costs of recording the Special Referee's Deed.
4. If Plaintiff is the successful bidder at the foreclosure sale for a sum not exceeding the total current amount of costs, expenses, and the indebtedness of Plaintiff in full, Plaintiff may pay to the undersigned Special Referee only the amount of the costs and expenses, crediting the balance of the bid on Plaintiff's indebtedness.
5. As a personal or deficiency judgment is specifically waived, the bidding will conclude on the date of the sale.
6. The undersigned Special Referee will, by advertisement according to law, give notice of the time, place of sale, and its terms, and will execute to the Purchaser(s) a deed to the premises sold. The Plaintiff, or any other party to this action, may become a purchaser at the sale; upon the sale being made, if the Purchaser(s) should fail to comply with the bid within thirty (30) days after the date of sale, the Special Referee may advertise the said premises for sale on the next, or some other subsequent sales day, at the risk of the

highest bidder, and so from time to time thereafter until a full compliance shall be secured.

7. The Special Referee will apply the proceeds of sale as follows:

FIRST: to the payment of the amount of the costs and expenses of this action;

NEXT: to the payment to the 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;

NEXT: Any surplus will be held pending further Order of this Court.

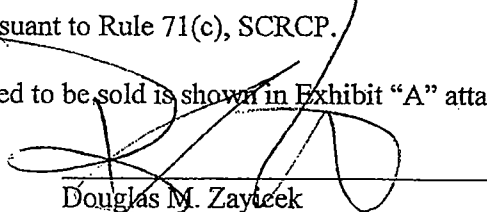
8. **IT IS FURTHER ORDERED, ADJUDGED AND DECREED** that in the event the successful bidder is other than the Defendants, the Richardsons, in possession and a Writ of Assistance is presented, the Sheriff of Horry County is ordered and directed to eject and remove from the premises the occupants of the property sold, together with all personal property located on the property, and put the successful bidder or the bidder's assigns in peaceable possession. A valid tenant shall have his/her rights protected. (See, Protecting Tenants at Foreclosure Act of 2009, restored and revived June 23, 2018.) In the event the successful bidder is other than the Defendants, the Richardsons in possession, and the Occupants have voluntarily vacated the premises or have been ejected from the premises leaving personal property located thereon, the Plaintiff is authorized to remove from the property all abandoned personal property located there. Such personal property shall be removed by the Plaintiff or its agents from the foreclosed real estate by placing the abandoned personal property on the public street or highway so as not to cause a public nuisance.

9. And it is further **ORDERED, ADJUDGED AND DECREED** that each of the Defendants named herein and all persons whosoever claiming under them or it be forever

barred and foreclosed of all right, title, interest, and equity of redemption in the said
liened premises sold, or any part thereof.

10. **IT IS FURTHER ORDERED** that the judgment entered against Priscilla Richardson on behalf of Conway Hospital (CA #2018-CP-26-02216) is individually and collectively barred and any cloud existing on this title is hereby removed.
11. **IT IS FURTHER ORDERED** that, pursuant to S.C. CODE Ann. Section 30-9-31 (Supp. 1987), the deed of conveyance made pursuant to this sale shall be indexed in the grantor index by the Register of Deeds in the name of the owner of record of subject property immediately prior to execution of the deed, as well as in the name of the undersigned Special Referee, who executed the deed as grantor.
12. The undersigned Special Referee will retain jurisdiction to do all necessary acts incident to this foreclosure including, but not limited to, the issuance of a Writ of Assistance and the disposition of any surplus funds pursuant to Rule 71(c), SCRCF.
13. A full description of the premises ordered to be sold is shown in Exhibit "A" attached.

IT IS SO ORDERED.



Douglas M. Zayceek
Special Referee

Dated: August 27, 2019

EXHIBIT "A"

ALL AND SINGULAR, that certain piece, parcel, or lot of land, together with any and all improvements thereon, lying and being situate in Horry County, South Carolina, and being shown and designated as Lot 97 of Ashford on a plat prepared by James B. Godfrey, III, dated November 2, 1999, recorded November 12, 1999, in the Office of the Register of Deeds for Horry County in Plat Book 166, Page 91, reference to which is craved as forming a part and parcel hereof.

ALSO, ALL AND SINGULAR, a 1999 Brigadier Mobile Home, Serial # B47244A/B, which has been detitled and is a part of the real estate.

This being the identical property conveyed unto Larry W. Richardson and Gayle P. Richardson from Real Estate 4 U, LLC, a North Carolina Limited Liability Company by deed dated September 16, 2009 and recorded September 16, 2009 in Deed Book 3420 at Page 2014, records for Horry County, South Carolina.

TMS #: 162-33-01-082

PIN#: 39915040004

PROPERTY ADDRESS: 303 Tapscott St., Myrtle Beach, SC 29579