

Exhibit “C”

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SC Court of Appeals

STATE OF SOUTH CAROLINA)
)
COUNTY OF DORCHESTER)

IN THE COURT OF COMMON PLEAS
FIRST JUDICIAL CIRCUIT
CIVIL ACTION NO.: 2018-CP-18-2053

NCP Pilgrim, LLC,)
)
PLAINTIFF,)

vs.)

**SUPPLEMENTAL MASTER'S
DECREE OF SALE AND
FORECLOSURE**

Mary Lou Cercopely; David S. Clancy; South)
Carolina Federal Credit Union; Southcoast)
Community Bank; Joan Geanuracos; David)
Sean Clancy,)
DEFENDANTS.)

The Court's Decree of Sale and Foreclosure, dated July 13, 2020 ("Decree"), is hereby supplemented pursuant to paragraphs 8 and 9 of the Decree based upon Plaintiff's Motion for Attorney's Fees, dated July 13, 2020 ("Motion"). This Motion came before the Court on August 3, 2020. Present at the hearing were the following: Russell P. Patterson and Lauren P. Williams, attorneys for the Plaintiff, Robert B. Varnado, attorney for Defendants, and Defendant David S. Clancy. As discussed below, the Court grants this Motion.

The terms of the loan documents provide for the recovery of reasonable attorney fees and costs. Plaintiff's counsel has submitted an Affidavit of Attorneys Fees, dated January 27, 2020, and an Amended Affidavit of Attorneys Fees, dated July 13, 2020 (collectively "Affidavit"), in support of its request for attorneys fees and costs of \$41,110.82. This Court has reviewed the invoices attached to the Affidavit carefully and finds all activities were reasonably related to this foreclosure and are fair and reasonable charges. This is a contested foreclosure, with Defendants contesting the form of trial and appointment of a receiver and asserting numerous counterclaims and various novel defenses. In addition, Plaintiff's counsel has significant experience in handling foreclosures in this area for over thirty (30) years. Based upon the time expended, the results

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obtains, and the experience of counsel, I find such request is fair and reasonable for services performed and anticipated to be performed until final adjudication of the within action, under the terms of the loan documents. *See Dedes v. Strickland*, 307 S.C. 155, 160, 414 S.E.2d 134, 137 (1992). Services anticipated to be performed until final adjudication contemplates the completion of this matter within a reasonable time and does not include exceptional circumstances, such as the subject filed motion to reconsider or any subsequent appeal, delaying conclusion beyond the normal time. Plaintiff's counsel can move for a review of said attorney fees and costs if such events subsequently occur.

Therefore, it is ordered that the Decree is supplemented to reflect an award of \$41,110.82 in attorneys fees. Accordingly, the total judgment debt awarded in favor of NCP against Defendant David S. Clancy is the sum of \$409,074.01 (\$41,110.82 + \$367,963.19), plus interest at \$35.85 per day from January 29, 2020, pursuant to the terms of the loan documents.

IT IS SO ORDERED

August _____, 2020
Dorchester, South Carolina

James E. Chellis, Master-In-Equity



Dorchester Common Pleas

Case Caption: Ncp Pilgrim, Llc VS Mary Lou Cercopely , defendant, et al
Case Number: 2018CP1802053
Type: Master/Order/Supplemental Foreclosure & Sale and Form 4

So Ordered

s/James E. Chellis, Master in Equity, SCJD#3078