

STATE OF SOUTH CAROLINA

IN THE COURT OF COMMON PLEAS

COUNTY OF CHARLESTON

C/A NO.: 2020-CP-10-00354

Deutsche Bank National Trust Company, as Indenture Trustee, for New Century Home Equity Loan Trust 2005-2,

Plaintiff,

vs.

Rashawn L. Dawson aka Rashawn Lamon Dawson, Individually, and as Personal Representative of the Estate of Veronica Dawson; Sanquinette Elmore; and any other Heirs-at-Law or Devisees of Veronica Dawson, Deceased, their heirs, Personal Representatives, Administrators, Successors and Assigns, and all other persons entitled to claim through them; all unknown persons with any right, title or interest in the real estate described herein; also any persons who may be in the military service of the United States of America, being a class designated as John Doe; and any unknown minors or persons under a disability being a class designated as Richard Roe, City of North Charleston, Portfolio Recovery Associates, LLC assignee of Capital One Bank and World Group Mortgage, LLC,

Defendants.

MASTER IN EQUITY'S ORDER OF JUDGMENT OF FORECLOSURE AND SALE DECREE

(Non-Jury)

(Deficiency Waived)

(File No. 4043.03519)

RILEY POPE & LANEY, LLC
Attorneys for Plaintiff

Kriston D. Neely
Attorney for City of North Charleston

Kelley Y. Woody, Esquire
Attorney for Defendants "John Doe" and
Guardian ad Litem for Defendants "Richard
Roe"

Pursuant to Rule 53 SCRCP, the above entitled matter was referred to the undersigned to make appropriate findings of fact and conclusions of law with authority to enter a final judgment in this cause without further order of court. Any appeal from this Order shall be directly to the South Carolina Court of Appeals.

Pursuant to said Order of Reference a hearing was held on November 10, 2020, attended by attorneys for the Plaintiff. Exhibits were identified, offered and received into evidence. Based upon the proof made of the facts and circumstances alleged in the pleadings, I find, conclude and order as follows:

FINDINGS OF FACT:

- 1) The Lis Pendens was filed on January 21, 2020.
- 2) The Summons and Complaint were filed on January 21, 2020.
- 3) Service was made upon the Defendants as shown by the proof of service filed herein.
- 4) The Defendants Sanquinette Elmore, Rashawn L. Dawson aka Rashawn Lamon Dawson, Individually, Portfolio Recovery Associates, LLC assignee of Capital One Bank, and World Group Mortgage, LLC are in default as shown by Affidavit, Notice, or Order filed herein.
- 5) The Defendants and all attorneys of record were notified of the time, date, and place of the hearing in this matter.
- 6) According to the affidavit filed herein, a good faith investigation did not determine that the defaulting Defendants Sanquinette Elmore, Rashawn L. Dawson aka Rashawn Lamon Dawson are in the military service and therefore entitled to protection under the Servicemembers' Civil Relief Act, 50 U.S.C. §3901 et seq., or any amendments thereto.
- 7) For value received, Veronica Dawson made, executed and delivered a note ("Note") dated March 7, 2005, promising thereby to pay to the order of World Group Mortgage, LLC the sum of Fifty Eight Thousand Nine Hundred and 00/100 (\$58,900.00) Dollars, with interest at the rate of 8.137% per annum initially, with a current rate of 3.2500% per annum. Other terms and conditions are stated in the Note, which is of record herein.
- 8) To better secure the payment of the Note described above, Veronica Dawson made, executed, and delivered to World Group Mortgage, LLC a certain real estate mortgage ("Mortgage") in writing, dated March 7, 2005, covering real property in Charleston County, which is the same as that described in the Complaint. The Mortgage was filed in the Office of the Register of Mesne Conveyances/Register of Deeds for Charleston County on March 22, 2005, in Book W529 at Page 009. Thereafter, World Group Mortgage, LLC assigned the Mortgage to New Century Mortgage Corporation on March 7, 2005. That thereafter, the Mortgage was assigned unto Deutsche Bank National Trust Company, as Indenture Trustee, for New Century Home Equity Loan Trust 2005-2 by assignment recorded on March 17, 2020 in Book 0867 at Page 477.
- 9) The Mortgage evidences and secures the repayment of money advanced by the mortgagee to, or on behalf of, the mortgagors and constitutes a first mortgage lien on the mortgaged premises.
- 10) Thereafter, Veronica Dawson died intestate on October 24, 2017, leaving the subject property to her heirs at law or devisees, namely, Sanquinette Elmore and Rashawn L. Dawson, by Deed of Distribution dated February 16, 2019, and recorded February 25, 2019 in Deed Book 779 at Page 291; that

the Defendants, Sanquinette Elmore and Rashawn L. Dawson, are the owners and holders of record title to the real property hereinabove described as of the date of the filing of the Notice of Pendency to this action.

11) Rashawn L. Dawson aka Rashawn Lamon Dawson, as the Personal Representative of the Estate of Veronica Dawson, is a Defendant in this action in such fiduciary capacity as representative of any person or entity that may be a creditor or claimant against such Estate, and by virtue of the powers granted by decedent's Will or by statute.

12) Sanquinette Elmore and Rashawn L. Dawson aka Rashawn Lamon Dawson, and any unknown heirs or devisees of the Estate of Veronica Dawson, including any persons who may be in the military service of the United States of America, being a class designated as John Doe, and any unknown minors or persons under a disability being a class designated as Richard Roe are Defendants in this action by virtue of any interest claimed under the law of intestate succession (S.C. Code Ann. §62-2-109) or under decedent's Will.

13) Kelley Y. Woody, Esquire, a member of the South Carolina Bar, has been appointed Guardian ad Litem for each Defendant who are unknown persons, persons in the military service of the United States of America, designated as "John Doe"; unknown minors and persons under disability, constituted as a class designated as "Richard Roe", and has filed an answer, appeared and actively participated herein. The sum of \$500.00 is a reasonable fee to allow such Guardian ad Litem for services rendered until final adjudication of this action, which fee shall constitute a cost of this action.

14) The Plaintiff is entitled to an Order declaring that the Defendant World Group Mortgage, LLC has no interest in the Mortgage; the Plaintiff, its successors and/or assigns, is the assignee of the Mortgage and therefore the mortgagee of record; and that the Register of Deeds be authorized and empowered to file and index this Order in place of an assignment of Mortgage.

15) The Plaintiff is the real party in interest pursuant to SCRCP 17(a) and is entitled to enforce the terms of the subject Note and Mortgage.

16) The titleholders of record of the subject property as of the filing of the Lis Pendens in this action are Sanquinette Elmore and Rashawn L. Dawson, who is the original mortgagor.

17) Any notice required by the terms of the Note and/or Mortgage or by state or federal statutes has been given to the applicable Defendants prior to the commencement of this action.

18) The loan evidenced by the Note and Mortgage is serviced by a servicer participating in the Home Affordable Modification Program (HAMP). It is not owned, securitized or guaranteed by Fannie Mae or Freddie Mac. Based on the allegations in the Complaint that the subject loan is not eligible for HAMP modification, the Court finds that there are no HAMP issues to be resolved before foreclosure is ordered or the sale is commenced.

19) As stated in the Certification of Exemption from Administrative Order 2011-05-02-01 filed herein, the real property which is the subject of this action is not an “owner occupied dwelling” as defined in the Order.

20) The Note payments which became due on January 1, 2019, and subsequent months, have not been made as provided for therein, and the Plaintiff, as 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 its attorney for collection by foreclosure.

21) The sum of \$4,125.00 is a reasonable fee to allow as attorney’s fees for Plaintiff’s attorney for services performed and anticipated to be performed until final adjudication of this action, under the terms of the Note and Mortgage. The inclusion of services anticipated to be performed until final adjudication contemplates completion of this matter within a reasonable time and does not include exceptional circumstances delaying conclusion beyond the normal time.

22) The amount due and owing on the Note, with interest at the rate provided in the Note, and other costs and expenses of the within action, including an attorney's fee, secured by the Note and Mortgage, is as follows:

(a) Principal amount due as of January 1, 2019	\$56,566.03
(b) Interest from December 1, 2018 to July 1, 2020 at a current rate of 3.2500%	\$2,940.26
(c) Additional Per Diem Interest from July 2, 2020 - November 10, 2020	\$792.66
(d) Advances	
BPOs	\$95.00
Additional Escrow: HUD	\$40.07
Escrow	\$1,025.79
Title Services	\$225.00
(e) Costs of collection prior to hearing (service of process, filing fees, etc.)	\$3,705.26
(f) Attorneys Fee	\$4,125.00
Total debt secured by Note and Mortgage, including interest to date shown	\$69,515.07

Interest for the period from the date shown in (b) above through the date of this judgment at above stated rate 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 rate of 3.2500% per annum (pursuant to the terms of the Note and Mortgage) on the judgment debt should be added to such judgment debt to comprise the amount of Plaintiff's debt secured by the Mortgage through the date to which such interest is computed.

23) The Plaintiff is seeking the usual foreclosure of the mortgage and has in the Complaint, or subsequently thereto in writing, expressly waived the right to a personal or deficiency judgment pursuant to Rule 71(b) SCRPC.

24) The following Defendant(s) claim(s) or may claim a lien upon or interest in the subject property or are otherwise involved in this matter. In the event there is a surplus from the sale of the subject property, the validity, priority and amount of such liens will be determined at a hearing subsequent to the sale, in accordance with Rule 71(c), SCRPC. The Clerk of Court/Register of Deeds is hereby ordered to release said liens in so much as it pertains to the property which is the subject of this action:

City of North Charleston by virtue of a mortgage given by Veronica Dawson to City of North Charleston in the original principal amount of \$37,777.00, dated July 26, 2010, and recorded on August 2, 2010 in Book 136 at Page 183. Any such interest in or lien upon the property is junior and subordinate to Plaintiff's mortgage.

Portfolio Recovery Associates, LLC assignee of Capital One Bank by virtue of a judgment against Rashawn L. Dawson in the amount of \$2,469.48 dated April 17, 2018 and recorded on May 13, 2019 in Case No. 2019-CP-10-2505. Any such interest in or lien upon the property is junior and subordinate to Plaintiff's mortgage.

CONCLUSIONS OF LAW

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED:

- 1) The Plaintiff's Mortgage should be declared a first mortgage lien and Plaintiff should have judgment of foreclosure of the mortgage and the mortgaged property should be ordered sold at public auction after due advertisement.
- 2) The Court finds that there are no HAMP issues to be resolved before foreclosure is ordered or the sale is commenced.
- 3) The Court also finds the real property is not an "owner occupied dwelling" as defined in the May 2, 2011 Administrative Order, and is therefore exempt from said Order.
- 4) The Court also finds that Plaintiff filed a Certification of Compliance with the Coronavirus Aid, Relief, and Economic Security Act as required by the May 6, 2020 Administrative Order, and is therefore in compliance with said Order.
- 5) The Defendants named herein, and all persons whosoever claiming under Defendants, are forever barred and foreclosed of all right, title, interest, equity of redemption or lien in the said mortgaged premises so sold, or any part thereof.
- 6) Pursuant to Rule 53, SCRPC, this Order shall constitute a final judgment.
- 7) The Plaintiff is granted an Order declaring that the Defendant World Group Mortgage, LLC has no interest in the Mortgage; the Plaintiff, its successors and/or assigns, is the assignee of the Mortgage and

therefore the mortgagee of record; and that the Register of Deeds be authorized and empowered to file and index this Order in place of an assignment of Mortgage.

8) There is due to the Plaintiff on the Note and Mortgage set forth in the Complaint the sum of \$69,515.07, as set out in the Findings of Fact *supra*.

9) The amount due in the preceding paragraph (the "Total Debt" as set out in the Findings of Fact *supra*, and later accrued interest on the principal), shall constitute the total judgment debt due Plaintiff and shall bear interest hereafter at the rate of 3.2500% per annum. The amount of the judgment shall be subject to increase to permit the Plaintiff to recover additional costs, commissions and expenses not included in the judgment figures set forth herein. It may also increase to include supplemental compensation for attorney's services not contemplated by the initial fee awarded. Jurisdiction over the fee award and total debt is reserved to facilitate the assessment and payment of any such costs and/or supplemental compensation. Such additional costs, commissions and expenses may be established by statement and shall be adjudicated by the Court without further finding.

10) The Defendants liable for the aforesaid judgment debt including interest at the rate of 3.2500% per annum shall on or before the date of sale of the property hereinafter described, pay to the Plaintiff, or Plaintiff's attorney the amount of Plaintiff's debt as aforesaid, together with the costs and disbursements of this action.

11) 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, at public auction, at 11:00 a.m. at the County Courthouse in Charleston, 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 some other day appointed by the Court), on the following terms, that is to say:

12) For cash: The Master in Equity, will require, at the time of the bid, a deposit of 5% of the amount of the bid (in cash or equivalent) same to be applied to purchase price if compliance is made, but in the event of non-compliance, the deposit may be forfeited without further hearing and applied first to the costs of the action and then to plaintiff's debt. Should the successful bidder at the regularly conducted sale fail or refuse to make the required deposit at time of bid or comply with the other terms of the bid within thirty (30) days, then the property may be re-sold on the same terms and conditions on some subsequent Sales Day, but at the risk of the defaulting bidder(s).

13) Purchaser shall pay for any statutory commission on sale from the proceeds of sale, deed preparation, costs of recording the deed, and deed stamps.

14) A personal or deficiency judgment having been waived, the bidding will not remain open after the date of sale and compliance with the bid may be made immediately.

15) The sale is subject to assessments, county taxes, existing easements, easements and restrictions of record, and other senior encumbrances.

16) The 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 if, upon such sale being made, the purchaser, or purchasers, should fail to comply with the terms thereof within thirty (30) days after the conclusion of the bidding, then the Master in Equity, 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.

17) In the event an agent of the Plaintiff does not appear at the time of sale, the within property shall be withdrawn from sale and sold at the next available sales day upon the terms and conditions as set forth in this Judgment of Foreclosure and Sale or such terms as may be set forth in a supplemental order.

18) If Plaintiff is the successful bidder at the 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, only the amount of the costs and expenses crediting the balance of the bid on Plaintiff's indebtedness.

19) The Master in Equity will apply the proceeds of the sale as follows:

FIRST: To the payment of the amount of the costs and expenses of this action, including any Guardian Ad Litem fee or fees of attorneys appointed under Order of Court;

NEXT: To the payment to the Plaintiff or Plaintiff's attorney of the amount of Plaintiff's debt and interest (including attorney fees) or so much thereof as the purchase money will pay on the same;

NEXT: Any surplus should be held pending further Order of this court.

20) In the event the successful bidder is other than the Defendant(s) in possession of the subject property, upon full compliance and title by deed from the Court vested into such purchaser, and upon issuance of a Writ of Assistance by the Court, the Sheriff of Charleston 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 purchaser or his assigns in full, quiet, and peaceable possession of said premises without delay, and to keep said successful bidder or his assigns in such peaceable possession. All valid tenant rights shall be protected pursuant to the Protecting Tenants at Foreclosure Act of 2009.

21) In the event the successful purchaser is someone 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 furnishings, fixtures and items not subject to Plaintiff's Mortgage is said property, and title by deed from the Court is vested into such purchaser, 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 property on the public street or highway or by any other means.

22) In accordance with S.C. Code Ann. §30-9-31, the deed of conveyance made pursuant to said sale shall be indexed by the R.M. C. 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 Master in Equity, who executes such deed as grantor.

23) 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.

24) The following is a description of the premises herein ordered to be sold:

All that certain piece, parcel, lot or tract of land with the buildings and improvements thereon, situate, lying and being in the County of Charleston, State of South Carolina, and being known and designated as Lot 277, Block "V," Section Dorchester Terrace Subdivision, as shown on a plat of the Subdivision of Dorchester Terrace Sec #3, duly recorded in the Dorchester County RMC Office in Plat Book "F", Page 119. Said parcel having such size, shape, metes, bounds, location and dimensions as shown on the aforesaid plat to which reference is made.

Subject to any and all restrictions, covenants and easements of record.

This is the same property conveyed unto Veronica Dawson by deed of Linda C. Peterson, Wendell F. Hamlin, and Michael F. Hamlin, dated September 16, 1997 and recorded September 17, 1997 in Deed Book A290 at page 157. Thereafter, Veronica Dawson died intestate on October 24, 2017, leaving the subject property to her heirs at law or devisees, namely, Sanquinette Elmore and Rashawn L. Dawson, by Deed of Distribution dated February 16, 2019, and recorded February 25, 2019 in Deed Book 779 at Page 291 in the ROD Office for Charleston County, South Carolina.

TMS No. 411-16-00-300

Property Address: 2622 Ferrara Drive, North Charleston, SC 29405

AND IT IS SO ORDERED.

SIGNATURE PAGE TO FOLLOW



Charleston Common Pleas

Case Caption: Deutsche Bank National Trust Company Trustee , plaintiff, et al VS
Rashawn L Dawson , defendant, et al

Case Number: 2020CP1000354

Type: Master/Order/Foreclosure & Sale and Form 4

So Ordered

s/Mikell R. Scarborough 3062