

STATE OF SOUTH CAROLINA  
COUNTY OF RICHLAND

IN THE COURT OF COMMON PLEAS  
CASE NO. 2007-CP-40-7888

FEDERAL NATIONAL MORTGAGE  
ASSOCIATION,

Plaintiff,

v.

RLEE JOHNSON; FORD MOTOR  
CREDIT COMPANY; EPTING  
DISTRIBUTORS, INC.,

Defendants.

**ORDER**

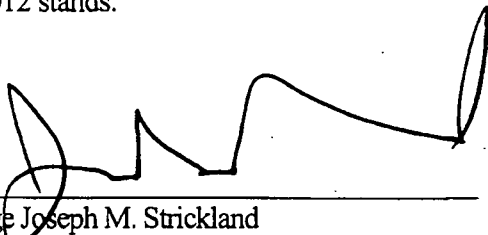
RICHLAND COUNTY  
FILED  
2012 OCT 29 PM 12:40  
JEANETTE M. MOORE  
C.C.P. & G.S.

A motion hearing was held before me on 9/24/2012 at 10:00 am. The attending parties were Genevieve S. Johnson, on behalf of the Plaintiff, and Defendant RLEE JOHNSON.

Defendant RLEE JOHNSON's Motion to Reconsider Supplemental Hearing and Court Order was heard and denied.

IT IS HEREBY ORDERED that the Special Referee's Supplemental Order filed on 7/23/2012 and subsequent sale of the subject property on 8/6/2012 stands.

AND IT IS SO ORDERED.

  
\_\_\_\_\_  
Judge Joseph M. Strickland  
Master in Equity for Richland County

Oct. 17, 2012  
Columbia, South Carolina

**RECEIVED**

APR 08 2013

**SC Court of Appeals**

**Butler  
& Hosch**



*Attorneys & Counselors at Law*

Reply to:

Genevieve S. Johnson, Esquire  
Licensed to Practice Law in South Carolina  
1201 Main Street, Suite 1110  
Columbia, South Carolina 29201  
Telephone: (803) 252-7370  
Fax: (803) 771-7768

October 2, 2012

The Honorable Joseph M. Strickland  
Richland County Master In Equity  
Post Office Box 192  
Columbia, SC 29202-2766

**RECEIVED**  
OCT 04 2012  
MASTER-IN-EQUITY  
RICHLAND COUNTY

Re: FEDERAL NATIONAL MORTGAGE ASSOCIATION VS. RLEE  
JOHNSON; FORD MOTOR CREDIT COMPANY; EPTING  
DISTRIBUTORS, INC.  
Case #: 2007-CP-40-7888  
File #: 253649

Dear Judge Strickland:

Enclosed please find a proposed Order with copy of same in the above referenced matter.

If the Order is acceptable, please sign the Order and, if you are so inclined, arrange to have the original filed and the clocked copy returned to me in the enclosed envelope. If you have any questions or require any further information, please do not hesitate to contact my office.

Yours very truly,

Christine M. Cotton  
Foreclosure Paralegal

Enclosure

FORM 4

*Handwritten initials*

STATE OF SOUTH CAROLINA )  
COUNTY OF RICHLAND )  
IN THE COMMON PLEAS COURT )

JUDGMENT IN A CIVIL CASE

CASE NO. 2007-CP-40-7888

CHASE HOME FINANCE LLC, SUCCESSOR BY MERGER  
TO CHASE MANHATTAN MORTGAGE CORPORATION  
PLAINTIFF(S)

RLEE JOHNSON; FORD MOTOR CREDIT COMPANY;  
EPTING DISTRIBUTORS, INC.  
DEFENDANT(S)

CHECK ONE:

- JURY VERDICT. This action came before the court for a trial by jury. The issues have been tried and a verdict rendered.
- DECISION BY THE COURT. This action came to trial or hearing before the court. The issues have been tried or heard and a decision rendered.
- ACTION DISMISSED (CHECK REASON):  Rule 12(b), S.C.R.C.P.;  Rule 41(a), S.C.R.C.P. (Vol. Non-suit);  Rule 43(k), S.C.R.C.P. (Settled);  Other \_\_\_\_\_
- ACTION STRICKEN (CHECK REASON):  Rule 40(j), S.C.R.C.P.;  Bankruptcy;  Binding arbitration, subject to right to restore to confirm, vacate or modify arbitration award;  Other \_\_\_\_\_

FILED  
RICHLAND COUNTY  
2008 JUN 11 PM 4:33  
BARBARA A. SCOTT  
C.C.C. & G.S.

IT IS ORDERED AND ADJUDGED:  See Attached order;  Statement of Judgment by the Court:

Master's Order for Foreclosure and Judgment for Sale.

Dated at Columbia, South Carolina, this 11<sup>th</sup> day of June, 2008.

*Signature of Judge Joseph M. Strickland*  
Judge Joseph M. Strickland  
Master In Equity for Richland County

This judgment was entered on the 11 day of June 2008, and a copy mailed first class this \_\_\_\_\_ day of \_\_\_\_\_, 2008 to attorneys of record or to parties (when appearing pro se) as follows:

BUTLER & HOSCH, PA  
Benjamin B. Crosby  
107 Westpark Blvd. Suite 130  
Columbia, SC 29210

Rlee Johnson  
7480 Merganser Drive Apt B  
Indianapolis, IN 46260

Rlee Johnson  
524 Alameda Drive  
Columbia, SC 29223

Ford Motor Credit Company  
c/o CT Corporation System (RA)  
Two Shelter Centre  
75 Beattie Place  
Greenville, SC 29601

Epting Distributors, Inc.  
1006 Huger St  
Columbia, SC 29201

Attorney for the Plaintiff(s)

Defendant(s)

s/BARBARA A. SCOTT

STATE OF SOUTH CAROLINA  
COUNTY OF RICHLAND

IN THE COURT OF COMMON PLEAS  
CASE NO. 2007-CP-40-7888

CHASE HOME FINANCE LLC, SUCCESSOR  
BY MERGER TO CHASE MANHATTAN  
MORTGAGE CORPORATION  
Plaintiff,

**Master's Order and Judgment of  
Foreclosure and Sale**

v.  
RLEE JOHNSON; FORD MOTOR CREDIT  
COMPANY; EPTING DISTRIBUTORS, INC.  
Defendant

**NO DEFICIENCY REQUESTED**

Pursuant to Rule 53 of the South Carolina Rules of Civil Procedure (hereinafter "SCRCP"), the above-entitled matter was referred to the undersigned Master in Equity to make appropriate findings of fact and conclusions of law, with authority to enter a final Judgment in the cause. Any appeal from the decision of the Master in Equity shall be directly to the South Carolina Supreme Court.

Pursuant to the said reference, a hearing was held on April 22, 2008 at 2:00 PM, attended by the attorneys of record, the testimony was taken, which is reported herewith, and from the testimony and evidence, I find and conclude as follows:

FINDINGS OF FACT:

1. The Lis Pendens was filed on 11/26/2007.
2. The Summons and Complaint were filed on 11/26/2007.
3. Service was made upon the Defendants named in this Report as is shown by the proofs of service filed herein.
4. The Defendants, RLEE JOHNSON, FORD MOTOR CREDIT COMPANY, and EPTING DISTRIBUTORS, INC., are in default as shown by Affidavit filed herein.
5. According to an Affidavit filed herein, no Defendant is in the military service of the United States of America, as contemplated under The Servicemembers Civil Relief Act, and any amendments thereto.

08 JUN 11 PM 4:33  
BARBARA A. SCOTT  
C.C.C. & G.S.  
AND COUNTY  
FILED

6. All Defendants were notified of the time, date and place of hearing in this matter.
7. For value received, RLEE JOHNSON made, executed and delivered a note, dated 7/15/2005, promising thereby to pay to the order of SYNOVUS MORTGAGE CORP., the sum of \$111,150.00, with interest at the rate of 6.5% 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, said RLEE JOHNSON made, executed and delivered to MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., AS NOMINEE FOR SYNOVUS MORTGAGE CORP., a mortgage, in writing, dated 7/15/2005, covering real property in RICHLAND County, which is the same as that described in the Complaint. The mortgage was recorded on 7/18/2005, and is of record in the Office of the ROD for RICHLAND County in Mortgage Book 01075 at page 2259.
9. This mortgage constitutes a first lien on the subject property and is a purchase money mortgage.
10. By Assignment of Mortgage, dated 6/1/2006, and recorded in the Office of the ROD for RICHLAND County in Book 1189 at Page 2760 on 6/2/2006, MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., AS NOMINEE FOR SYNOVUS MORTGAGE CORP., assigned the subject note and mortgage to the Plaintiff herein. By virtue of said assignment, the Plaintiff in this action is the owner and holder of the note and mortgage.
11. The titleholder of record of the subject property as of the filing of the Lis Pendens in this action was RLEE JOHNSON, who was the original mortgagor.
12. Payment due on the note has not been made as provided for therein, and the Plaintiff, as the holder thereof, has elected to accelerate payment of the entire indebtedness and has placed the note and mortgage in the hands of its attorney of record herein for collection.

13. Having considered the nature, extent and difficulty of the services rendered (the field of mortgage foreclosures being a specialized area of practice); the time involved in reviewing the various loan documents, performing the title search, preparing the pleadings and preparing for and attending hearings; the professional standing of the Plaintiff's attorney; the fee customarily charged in this jurisdiction for similar services; and the beneficial results obtained for the Plaintiff I find that the sum of \$1,600.00 is a reasonable attorney's fee for the Plaintiff's attorney for services performed and anticipated to be performed until final adjudication of the within action, under the terms of the note and mortgage. Services anticipated to be performed until final adjudication contemplates completion of this matter within a reasonable time and does not include exceptional, unanticipated circumstances delaying conclusion beyond the normal time.

14. The amount due and owing on the note and mortgage, with interest at the rate provided in the note, and other costs and expenses of collection, including attorney's fees, secured by the note and mortgage, is as follows:

- (a) Principal due as of 4/15/2008 \$119,226.03
- (b) Interest from 9/1/2007 through 4/22/2008 at 6.5% per annum \$4,965.30
- (c) Advancements for private mortgage insurance \$639.12
- (d) Advancements for property taxes \$2,370.90
- (e) Less Loss Mitigation Payments (\$1,626.60)
- (f) Late Charges \$193.05
- (g) Less Suspense Balance (\$172.12)
- (h) Less Positive Escrow Balance (\$37.48)
- (i) Corporate Advances \$708.32
- (j) Costs of collection prior to hearing \$1,125.20
- (k) Attorney's Fee (paragraph 13, supra) \$1,600.00
- (l)

Total Debt secured by note and mortgage, including interest to date shown \$128,991.72.

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 6.5% 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 the Plaintiff's debt secured by the mortgage through the date to which such interest is computed.

15. The Plaintiff is seeking foreclosure of its 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.

16. The Defendants, FORD MOTOR CREDIT COMPANY and EPTING DISTRIBUTORS, INC., claim or may claim liens upon or interests in the subject property; and in the event there is a surplus from the sale of the subject property, the validity, priority and amount of any such lien claims will be determined at a hearing subsequent to the sale, in accordance with Rule 71(c), SCRPC. The Defendants and such claims or liens are as follows:

The Defendant, FORD MOTOR CREDIT COMPANY, holds a Judgment against a Raymond L. Johnson and Stephanie Johnson, dated 9/29/2005 in the amount of \$9,794.98, filed in the Richland County Clerk of Court's Office on 10/6/2005 as Case# 04-CP-40-3663. According to testimony, said lien is junior to that of the Plaintiff's purchase money mortgage and is hereby ordered removed from the title to the subject property.

The Defendant, EPTING DISTRIBUTORS, INC., holds a judgment against a R. Johnson d/b/a Dutch Fork AC. & Heating, in the amount of \$3,854.80, filed in the Richland County Clerk of Court's Office on 3/8/2004 as Judgment Roll# 252922. According to testimony, said lien is junior to that of the Plaintiff's purchase money mortgage and is hereby ordered removed from the title to the subject property.

CONCLUSIONS OF LAW: I, therefore, conclude as follows:

1. The Plaintiff should have judgment of foreclosure of its mortgage; and the mortgaged property should be ordered sold at public auction after due advertisement.
2. That there is due to the Plaintiff on its note and mortgage the sum of \$128,991.72, representing the Total Debt due to the Plaintiff as set out in Paragraph 14, supra, together with interest thereon at the rate provided in the note to the date hereof.
3. That the amount due in the preceding paragraph (the "Total Debt" as set forth in Paragraph 14, supra, and later accrued interest and costs) shall constitute the total judgment debt due to the Plaintiff and shall bear interest hereafter at the rate of 6.5% per annum.

IT IS, THEREFORE ORDERED, ADJUDGED AND DECREED:

1. That the Defendant liable for the aforesaid mortgage debt shall, prior to the date and time of the sale of the subject property, hereinafter described, pay to the Plaintiff, or the Plaintiff's attorney, the amount of the Plaintiff's debt as aforesaid, together with the costs and disbursements of this action.
2. That on default of payment prior to the date and time of the sale, the mortgaged premises, hereinafter described, shall be sold by the undersigned Master in Equity at public auction, at the RICHLAND County Courthouse, in the City of Columbia, County and State aforesaid, on some convenient sales day hereafter, on the following terms, that is to say:
  - A. FOR CASH: The undersigned Master in Equity shall require a deposit of 5% on the amount of the bid (in cash or equivalent) the same to be applied on the purchase price only upon compliance with the bid, but in case of non-compliance within twenty (20) days the same to be forfeited and applied to the costs and then to the Plaintiff's debt.

B. Interest on the balance of the bid shall be paid to the day of compliance at the rate of 6.5% per annum.

C. The sale shall be subject to taxes and assessments, existing easements and restrictions of record, and any other senior encumbrances.

D. Purchaser to pay for the deed and the cost of recording the deed.

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

4. That a personal or deficiency Judgment being WAIVED, the bidding will not remain open for thirty (30) days (pursuant to S.C. Code Ann. § 15-39-760(1976)) after (and bidding will be final on) the date of sale, but compliance with the bid may be made immediately.

5. That the undersigned Master in Equity will, by advertisement according to law, give notice of the time and place of sale and the terms thereof; and that he will execute to the purchaser, or purchasers, a deed to the premises sold. The Plaintiff, or any other party to this action, or any other person may become a purchaser at such sale. Upon such sale being made, should the successful bidder, or his assignee, fail to comply with the terms thereof within twenty (20) days after the date of sale, then the undersigned Master in Equity may re-advertise the 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.

6. 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 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.

7. That the undersigned Master in Equity shall 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; and

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

NEXT: Any surplus will be held pending further Order of this Court pursuant to Rule 71(c), SCRCF.

8. That it is further ORDERED ADJUDGED AND DECREED that, in the event the successful bidder is other than the Defendant in possession herein, the Sheriff of RICHLAND County is hereby directed to eject and remove from the premises the occupants of the property sold, together with any and all personal property located thereon, and to put the successful bidder, or his assigns, in full, quiet and peaceable possession.

9. That it is further ORDERED, ADJUDGED AND DECREED that each Defendant named herein, and all persons whomsoever claiming under him, them or it, 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.

10. That it is further ORDERED ADJUDGED AND DECREED that the deed of conveyance made pursuant to this judgment and said sale shall contain the names of only the Plaintiff, the first-named Defendant, who was the title holder of the mortgaged property at the time of the filing of the Lis Pendens, and the Grantee; and that the Register of Deeds is hereby authorized to omit from the indices pertaining to such conveyance the names of all parties not contained in said deed.

11. That it is further ORDERED ADJUDGED AND DECREED that the undersigned Master in Equity shall retain Jurisdiction to do all necessary acts incident to this foreclosure, including, but not limited to, the issuance of a Writ of Assistance, disposing of any surplus funds pursuant to Rule 71(c), SCRPC.

12. That it is further ORDERED ADJUDGED AND DECREED that after the Order Confirming Sale and Disbursements has been issued and filed, the undersigned Master in Equity shall direct the Register of Deeds to release of record the lien being foreclosed, which lien is described in Paragraph 8 of the Findings of Fact hereinabove.

13. That it is further ORDERED ADJUDGED AND DECREED that after the Order confirming the sale and disbursements has been issued and filed, the undersigned Master in Equity shall direct the Register of Deeds to release the liens described in Paragraph 16 of the Findings of Fact hereinabove from the title of the subject property.

14. That it is further ORDERED ADJUDGED AND DECREED that the following is a description of the premises herein ordered to be sold:

ALL THAT CERTAIN PIECE, PARCEL OR LOT OF LAND, WITH THE IMPROVEMENTS THEREON, SITUATE, LYING AND BEING ON ALMEDA DRIVE NEAR THE CITY OF COLUMBIA, IN THE COUNTY OF RICHLAND, STATE OF SOUTH CAROLINA, THE SAME BEING SHOWN AS LOT TWO (2) BLOCK "D" ON A PLAT OF CANDLEWOOD, PARCEL "A," PREPARED BY BT, BARBER AND ASSOCIATES, INC., DATED JULY 18, 1973, AND REVISED NOVEMBER 9, 1976, AND RECORDED IN THE OFFICE OF THE REGISTER OF DEEDS FOR RICHLAND COUNTY IN PLAT BOOK "X" AT PAGE 6767; ALL MEASUREMENTS BEING A LITTLE MORE OR LESS.

THIS BEING THE SAME PROPERTY CONVEYED TO BADRI K. PRASAD AND KARA K. PRASAD BY DEED OF THE SECRETARY OF HOUSING AND URBAN DEVELOPMENT, OR WASHINGTON, D.C. A/K/A UNITED STATES DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT, AN AGENCY OF THE UNITED STATES OF AMERICA DATED APRIL 30, 2003, RECORDED MAY 12, 2003, IN DEED BOOK R793 AT PAGE 1475 IN THE REGISTER OF

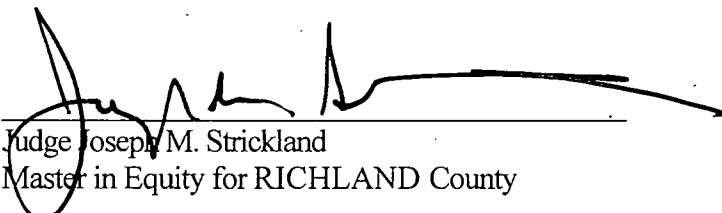
DEEDS OFFICE FOR RICHLAND COUNTY. AND FURTHER CONVEYED TO RLEE JOHNSON BY DEED OF BADRI K. PRASAD AND KLARA K. PRASAD DATED JULY 15, 2005, RECORDED JULY, 2005, IN RECORD BOOK 1075 AT PAGE 2256 IN THE R.O.D. OFFICE FOR RICHLAND COUNTY, SOUTH CAROLINA.

TMS # R22903-01-03

CURRENT ADDRESS OF PROPERTY: 524 Almeda Drive, Columbia, SC 29223

TMS: R22903-01-03

AND IT IS SO ORDERED.

  
\_\_\_\_\_  
Judge Joseph M. Strickland  
Master in Equity for RICHLAND County

Date: June 11, 2008  
Columbia, South Carolina