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SC Court of Appeals

THE STATE OF SOUTH CAROLINA
In The Court of Appeals

APPEAL FROM ANDERSON COUNTY
Court of Common Pleas

Hon. J. Cordell Maddox Jr., Circuit Court Judge

Common Pleas Case No. 2015-CP-04-01518

Appellate Case No. 2020-001253

DEUTSCHE BANK NATIONAL
TRUST COMPANY, as certificate
Trustee on behalf of Bosco
Credit II Trust Series 2010-1,

Respondent,

v.

DORIS J. DIXON and
ANMED HEALTH,

Defendants,

Of Whom Doris J. Dixon is

Appellant.

Record on Appeal

Howard W. Anderson III (#100329)
LAW OFFICE OF
HOWARD W. ANDERSON III, LLC
P.O. Box 661
Pendleton, SC 29670
howard@hwalawfirm.com
864-643-5790 (p)
Appellant's Counsel

Sean M. Foerster (#77466)
ROGERS TOWNSEND LLC
1221 Main St., 14th Floor
PO Box 100200
Columbia, SC 29202-3200
Sean.Foerster@rogerstownsend.com
803-771-7900 (p)
Respondent's Counsel

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MOTION FEE PAID

STATE OF SOUTH CAROLINA

COUNTY OF ANDERSON

Deutsche Bank National Trust Company, as
Certificate trustee on behalf of Bosco Credit II
Trust Series 2010-1,

Plaintiff,

v.

Doris J. Dixon; Anmed Health;

Defendant(s).

(010023-00200)

IN THE COURT OF COMMON PLEAS

DOCKET NO. 15-CP-04-1518

ORDER OF REFERENCE

Deficiency Judgment Demanded



FILED-CLERKS OFFICE
ANDERSON SC

2015 OCT 23 10 10 AM

COMMON PLEAS
ANDERSON SC

Pursuant to Rules 53(b) of the South Carolina Rules of Civil Procedure, the above-entitled case is an action for foreclosure and may be referred to a Master in Equity or Special Referee in the above-entitled county by order of a circuit court judge or the clerk of court.

IT IS HEREBY ORDERED, that this action is referred to the Honorable Ellis B. Drew, Jr., as Master in Equity to take testimony and to direct entry of final judgment in this action under Rule 53(b), SCRCP, and all matters arising from or reasonably related to such action. The Master in Equity shall retain jurisdiction to perform all necessary acts incident to this foreclosure action including issuance of a writ of assistance or issuance of any rule to show cause including but not limited to any rule to show cause why a party should not be bound by the judgment of foreclosure. Further, the Master in Equity shall retain jurisdiction to hear any action contesting the validity of the foreclosure action or sale or any motions pursuant to the South Carolina Rules of Civil Procedure including but not limited to Rule 60(b). Judicial sales will be conducted pursuant to S.C. Code Section 15-39-680 or on any other convenient sale's date as may be determined by the Master in Equity/Special Referee.

The hearing shall be held in the Office of the Honorable Ellis B. Drew, Jr., as Master in Equity for Anderson County, located at:

Anderson County Courthouse, 100 South Main Street
Anderson, SC 29622

Circuit Court Judge for Anderson County or
☒ Clerk of Court for Anderson County

Anderson, South Carolina

October 23, 2015.

STATE OF SOUTH CAROLINA

COUNTY OF ANDERSON

Deutsche Bank National Trust Company, as
Certificate trustee on behalf of Bosco Credit II
Trust Series 2010-1,

Plaintiff,

v.

Doris J. Dixon; Anmed Health;

Defendant(s).

(010023-00200)

IN THE COURT OF COMMON PLEAS

DOCKET NO. 15-CP-04-1518

[Handwritten signature]

SUPPLEMENTAL ORDER POST JUDGMENT
Deficiency Judgment Demanded
Against Doris J. Dixon

FILED CLERK'S OFFICE
ANDERSON SC
2015 MAY 17 AM 8:40
COMMON PLEAS AND
GENERAL SESSIONS

John J. Hearn
Attorney for the Plaintiff

B. Drew Jr. Steven Kirven, Esquire
Attorney for Anmed Health

Pursuant to Rule 53 of the South Carolina Rules of Civil Procedure, the above-entitled matter was referred to me with finality to enter a final judgment in the case. On November 25, 2015, a Judgment of Foreclosure and Sale was issued. Prior to the scheduled sales date, the case was delayed. The Plaintiff wishes to proceed with the foreclosure and sale and the purpose of this order is to supplement the previous Judgment of Foreclosure and Sale to reflect the current amount due.

The Plaintiff was previously awarded a reasonable attorney fee of \$2,285.00. This award was based upon the completion of this matter within a reasonable time and did not include exceptional circumstances delaying conclusion beyond the normal time. Based on the legal work performed during the delay, I find that an additional \$350.00 is a reasonable fee to allow Plaintiff's counsel for services performed and anticipated to be performed until final adjudication of this action, under the terms of the Note and Mortgage. Plaintiff has advanced \$1,825.00 to its counsel as partial payment of the attorney fee and this amount appears in Plaintiff's advances.

Pursuant to the South Carolina Supreme Court Administrative Order dated May 22, 2009, the Plaintiff set forth its belief in its Complaint or by Affidavit, which is already of record in this case, that the mortgage loan which is the subject of this foreclosure action is not eligible for modification pursuant

to the terms of the Home Affordable Modification Program (HMP). Pursuant to the South Carolina Supreme Court Administrative Order dated May 22, 2009, Plaintiff's attorney has not received a counter affidavit from any Defendant(s).

Attorney for the Plaintiff has fully complied with the South Carolina Supreme Court Administrative Order 2011-05-02-01 dated May 2, 2011.

THEREFORE, upon motion of the Plaintiff's counsel and for good cause indicated;

IT IS HEREBY ORDERED that the previous judgment debt be amended as follows:

1. The amount due and owing on the note from the previous judgment was as follows:

- (a) Principal due..... \$17,264.83
- (b) Interest from February 15, 2013 through
November 23, 2015 at 12.79% per annum..... \$6,124.27
- (c) Allowable Advances (Escrow Advances, Corporate Charges, including paid
attorney's fee, costs, and Other Charges) \$12,461.44
- (d) Costs of collection prior to
hearing (service, filing, etc.)..... \$185.00
- (e) Attorney's Fees (awarded but unpaid)..... \$460.00

PREVIOUS TOTAL DEBT..... \$33,495.54

2. Amended judgment debt is as follows:

- (a) Principal now due..... \$17,264.83
- (b) Interest from February 15, 2013 through
March 31, 2016 at 12.79% per annum \$6,905.17
Interest from April 1, 2016 through
May 16, 2016 at 12.79% per annum \$278.30
- (c) Allowable Advances (Escrow Advances, Corporate Charges including attorney's
fees, costs, and other charges previously paid) \$12,509.94
- (d) Additional Costs of collection since previous
hearing..... \$221.57
- (e) Costs of Collection awarded at prior hearing..... \$185.00

(f) Attorney's Fee (awarded but unpaid) \$810.00

NEW TOTAL DEBT now secured by Note and Mortgage
including interest to date shown..... \$38,174.81

The new total debt shall accrue interest hereafter at the rate of 12.79% per annum.

3. The mortgaged property shall be sold under the terms of the original Judgment of Foreclosure and Sale.

AND IT IS SO ORDERED.



Ellis B. Drew, Jr.
Master in Equity for Anderson County

Anderson, South Carolina

May 16, 2016

CLERK'S OFFICE
ANDERSON SC
2016 MAY 17 AM 8:40
COMMON PLEAS AND
GENERAL SESSIONS

STATE OF SOUTH CAROLINA

COUNTY OF ANDERSON

Deutsche Bank National Trust Company,
as Certificate trustee on behalf of Bosco
Credit II Trust Series 2010-I,

Plaintiff,

vs.

Doris J. Dixon; AnMed Health,

Defendant(s)

FILED-CLERK'S OFFICE

ANDERSON, SC

IN THE COURT OF COMMON PLEAS

Civil Action No: 2015-CP-04-01518

2016 JUN 28 PM 3:57

COMMON PLEAS AND
JUDICIAL SESSIONS

ReB

**ORDER SUBSTITUTING
COUNSEL**

This Court takes judicial notice of the appointment of Steven C. Kirven as Master-in-Equity for Anderson and Oconee Counties, Tenth Circuit, and his commencement of his duties on July 1, 2016. Accordingly, for good cause shown Steven C. Kirven is relieved as attorney for AnMed Health in this matter and William E. Phillips of the Anderson bar substituted in his place effective immediately.

It is so ordered this 28 day of June, 2016.



Ellis B. Drew, Master-in-Equity

We so move and consent:



Steven C. Kirven



William E. Phillips (S.C. Bar #15066)
P. O. Box 4210
Anderson, SC 29622
Phone (864) 231-7333

STATE OF SOUTH CAROLINA

COUNTY OF ANDERSON

Deutsche Bank National Trust Company, as
Certificate trustee on behalf of Bosco Credit II
Trust Series 2010-1,

Plaintiff,

v.

Doris J. Dixon; Anmed Health;

Defendant(s).

(010023-00200)

John J. Hearn
Attorney for the Plaintiff

William E. Phillips
Attorney for Anmed Health

IN THE COURT OF COMMON PLEAS

DOCKET NO. 15-CP-04-1518

SECOND SUPPLEMENTAL ORDER POST
JUDGMENT
Deficiency Judgment Demanded

FILED-CLERK'S OFFICE
ANDERSON SC
NOV 01 17 PM 3:03
2016

Pursuant to Rule 53 of the South Carolina Rules of Civil Procedure, the above-entitled matter was referred to me with finality to enter a final judgment in the case. On November 25, 2015, a Judgment of Foreclosure and Sale was issued. On May 17, 2016, a Supplemental Order Post Judgment was issued. Prior to the scheduled sales date, the case was delayed. The Plaintiff wishes to proceed with the foreclosure and sale and the purpose of this order is to supplement the previous Judgment of Foreclosure and Sale to reflect the current amount due.

The Plaintiff was previously awarded a reasonable attorney fee of \$2,635.00. This award was based upon the completion of this matter within a reasonable time and did not include exceptional circumstances delaying conclusion beyond the normal time. Based on the legal work performed during the delay, I find that an additional \$560.00 is a reasonable fee to allow Plaintiff's counsel for services performed and anticipated to be performed until final adjudication of this action, under the terms of the Note and Mortgage. Plaintiff has advanced \$1,825.00 to its counsel as partial payment of the attorney fee and this amount appears in Plaintiff's advances.

Pursuant to the South Carolina Supreme Court Administrative Order dated May 22, 2009, the Plaintiff set forth its belief in its Complaint or by Affidavit, which is already of record in this case, that

006 r-1

the mortgage loan which is the subject of this foreclosure action is not eligible for modification pursuant to the terms of the Home Affordable Modification Program (HMP). Pursuant to the South Carolina Supreme Court Administrative Order dated May 22, 2009, Plaintiff's attorney has not received a counter affidavit from any Defendant(s).

Attorney for the Plaintiff has fully complied with the South Carolina Supreme Court Administrative Order 2011-05-02-01 dated May 2, 2011.

THEREFORE, upon motion of the Plaintiff's counsel and for good cause indicated;

IT IS HEREBY ORDERED that the previous judgment debt be amended as follows:

1. The amount due and owing on the note from the previous judgment was as follows:
 - (a) Principal due.....\$17,264.83
 - (b) Interest from February 15, 2013 through
May 16, 2016 at 12.79% per annum.....\$7,183.47
 - (c) Allowable Advances (Escrow Advances, Corporate Charges, including paid attorney's
fee, costs, and Other Charges).....\$12,509.94
 - (d) Costs of collection prior to
hearing (service, filing, etc.).....\$406.57
 - (e) Title Abstract Search Fee.....\$0.00
 - (f) Attorney's Fees (awarded but unpaid).....\$810.00
- PREVIOUS TOTAL DEBT.....\$38,174.81

2. Amended judgment debt is as follows:

- (a) Principal now due.....\$17,264.83
- (b) Interest from February 15, 2013 through
August 2, 2016 at 12.79% per annum\$7,653.31

Interest from August 3, 2016 through
October 12, 2016 at 12.79% per annum\$429.55
- (c) Allowable Advances (Escrow Advances, Corporate Charges including attorney's
fees, costs, and other charges previously paid)\$12,126.56
- (d) Additional Costs of collection since previous
hearing.....\$350.57
- (e) Costs of Collection awarded at prior hearing.....\$406.57

007 r. 2 

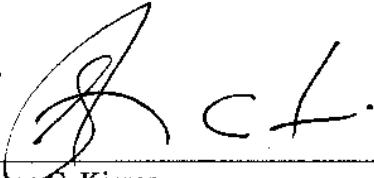
(f) Attorney's Fee (awarded but unpaid)..... \$1,370.00

NEW TOTAL DEBT now secured by Note and Mortgage
including interest to date shown \$39,601.39

The new total debt shall accrue interest hereafter at the rate of 12.79% per annum.

3. The mortgaged property shall be sold under the terms of the original Judgment of Foreclosure and Sale.

AND IT IS SO ORDERED.



Steven C. Kirven
Master in Equity for Anderson County

Anderson, South Carolina

Oct. 12, 2016

FILED-CLERK'S OFFICE
ANDERSON SC

2016 OCT 17 PM 3:02

CLERK OF COURT
ANDERSON SC

STATE OF SOUTH CAROLINA

COUNTY OF ANDERSON

Deutsche Bank National Trust Company, as
Certificate trustee on behalf of Bosco Credit II
Trust Series 2010-1,

Plaintiff,

v.

Doris J. Dixon; Anmed Health;

Defendant(s).

IN THE COURT OF COMMON PLEAS

DOCKET NO. 15-CP-04-1518

THIRD SUPPLEMENTAL ORDER POST
JUDGMENT
Deficiency Judgment Demanded

(010023-00200)

John J. Hearn
Attorney for the Plaintiff

William E. Phillips
Attorney for Anmed Health

Pursuant to Rule 53 of the South Carolina Rules of Civil Procedure, the above-entitled matter was referred to me with finality to enter a final judgment in the case. On November 25, 2015, a Judgment of Foreclosure and Sale was issued, on May 17, 2016 a Supplemental Order Post Judgment was issued and on October 17, 2016 a Second Supplemental Order Post Judgment was issued. Prior to the scheduled sales date, the case was delayed. The Plaintiff wishes to proceed with the foreclosure and sale and the purpose of this order is to supplement the previous Judgment of Foreclosure and Sale to reflect the current amount due.

The Plaintiff was previously awarded a reasonable attorney fee of \$3,195.00. This award was based upon the completion of this matter within a reasonable time and did not include exceptional circumstances delaying conclusion beyond the normal time. Based on the legal work performed during the delay, I find that an additional \$1,750.00 is a reasonable fee to allow Plaintiff's counsel for services performed and anticipated to be performed until final adjudication of this action, under the terms of the Note and Mortgage. Plaintiff has advanced \$2,875.00 to its counsel as partial payment of the attorney fee and this amount appears in Plaintiff's advances.

Pursuant to the South Carolina Supreme Court Administrative Order dated May 22, 2009, the Plaintiff set forth its belief in its Complaint or by Affidavit, which is already of record in this case, that the mortgage loan which is the subject of this foreclosure action is not eligible for modification pursuant to the terms of the Home Affordable Modification Program (HMP). Pursuant to the South Carolina Supreme Court Administrative Order dated May 22, 2009, Plaintiff's attorney has not received a counter affidavit from any Defendant(s).

Attorney for the Plaintiff has fully complied with the South Carolina Supreme Court Administrative Order 2011-05-02-01 dated May 2, 2011.

THEREFORE, upon motion of the Plaintiff's counsel and for good cause indicated;

IT IS HEREBY ORDERED that the previous judgment debt be amended as follows:

1. The amount due and owing on the note from the previous judgment was as follows:

(a)	Principal due	\$17,264.83
(b)	Interest from February 12, 2013 through October 12, 2016 at 12.79% per annum	\$8,082.86
(c)	Allowable Advances (Escrow Advances, Corporate Charges, including paid attorney's fee, costs, and Other Charges)	\$12,126.56
(d)	Late Charges	\$0.00
(e)	Costs of collection prior to hearing (service, filing, etc.)	\$350.57
(f)	Costs of Collection awarded at prior hearing.....	\$406.57
(g)	Attorney's Fees (awarded but unpaid).....	<u>\$1,370.00</u>
	PREVIOUS TOTAL DEBT	\$39,601.39

2. Amended judgment debt is as follows:

(a)	Principal now due	\$17,264.83
(b)	Interest from February 15, 2013 through February 1, 2017 at 12.79% per annum	\$8,751.32
	Interest from February 2, 2017 through June 13, 2017 at 12.79% per annum	\$798.60
(c)	Allowable Advances (Escrow Advances, Corporate Charges including attorney's fees, costs, and other charges previously paid)	\$13,002.10
(d)	Additional Costs of collection since previous hearing	\$225.50

(f) Attorney's Fee (awarded but unpaid)\$2,070.00

NEW TOTAL DEBT now secured by Note and Mortgage
including interest to date shown\$42,112.35

The new total debt shall accrue interest hereafter at the rate of 12.79% per annum.

3. The mortgaged property shall be sold under the terms of the original Judgment of Foreclosure and Sale.

AND IT IS SO ORDERED.

JUDGE'S SIGNATURE PAGE TO FOLLOW

FORM 4

**STATE OF SOUTH CAROLINA
COUNTY OF ANDERSON
IN THE COURT OF COMMON PLEAS**

JUDGMENT IN A CIVIL CASE**CASE NO.** 15-CP-04-1518

Deutsche Bank National Trust Company, as Certificate
trustee on behalf of Bosco Credit II Trust Series 2010-1

Doris J. Dixon; Anmed Health;

PLAINTIFF(S)

DEFENDANT(S)

Submitted by: Robert P. Davis (SC Bar #74030), Andrew W. Montgomery (SC Bar #79893); John J. Hearn (SC Bar # 6635); Kevin T. Brown (SC Bar # 064236); Jason D. Wyman (SC Bar # 100271); John P. Fetner (SC Bar# 77460); Clark Dawson (SC Bar# 101714)

Attorneys for the Plaintiff
Rogers Townsend & Thomas, PC
100 Executive Center Drive, Suite 201
Post Office Box 100200
Columbia, SC 29202
(803) 744-4444
(803) 343-7013 - Fax
info@rtt-law.com

Attorney for : ☒ Plaintiff ☐ Defendant
or
☐ Self-Represented Litigant

DISPOSITION TYPE (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. ☐ See Page 2 for additional information.
- ☐ **ACTION DISMISSED (*CHECK REASON*):** ☐ Rule 12(b), SCRPC; ☐ Rule 41(a), SCRPC (Vol. Nonsuit); ☐ Rule 43(k), SCRPC (Settled); ☐ Other _____
- ☐ **ACTION STRICKEN (*CHECK REASON*):** ☐ Rule 40(j), SCRPC; ☐ Bankruptcy; ☐ Binding arbitration, subject to right to restore to confirm, vacate or modify arbitration award; ☐ Other _____
- ☐ **STAYED DUE TO BANKRUPTCY**
- ☐ **DISPOSITION OF APPEAL TO THE CIRCUIT COURT (*CHECK APPLICABLE BOX*):**
☐ Affirmed; ☐ Reversed; ☐ Remanded; ☐ Other _____

NOTE: ATTORNEYS ARE RESPONSIBLE FOR NOTIFYING LOWER COURT, TRIBUNAL, OR ADMINISTRATIVE AGENCY OF THE CIRCUIT COURT RULING IN THIS APPEAL.

IT IS ORDERED AND ADJUDGED: ☒ See attached order (formal order to follow) ☐ Statement of Judgment by the Court: _____

ORDER INFORMATION

This order ☒ ends ☐ does not end the case.

Additional Information for the Clerk :

As required by statute, a foreclosure sale has been or will be scheduled, which will officially end the case. Also, if a deficiency judgment remains demanded, a separate Order for Deficiency Judgment will be entered at the completion of the foreclosure sale.

INFORMATION FOR THE JUDGMENT INDEX

Complete this section below when the judgment affects title to real or personal property or if any amount should be enrolled. If there is no judgment information, indicate "N/A" in one of the boxes below.

Judgment in Favor of (List name(s) below)	Judgment Against (List name(s) below)	Judgment Amount To be Enrolled (List amount(s) below)
--	--	--

		\$
		\$

If applicable, describe the property, including tax map information and address, referenced in the order:

All that piece, parcel, or lot of land, situate, lying and being in Anderson County, State of South Carolina, being known and designated as Lot Number Eleven (11), Broadview Subdivision, being more fully described on plat prepared by Nu-South Surveying, Inc. Earl B. O'Brien, Reg. LS. #10755, dated 07/26/95, recorded in the Register of Deeds Office for Anderson County, in Plat Slide/Book 110, at Page 177. Reference is hereby made to said plat for a more complete description of metes and bounds thereof.

This being the same property conveyed to Doris J. Dixon by deed of LWood Management LLC dated June 15, 2006 and recorded July 5, 2006 in Book 7452 at Page 209.

178-14-03-025

122 Terrace Lane
Anderson, SC, 29621

The judgment information above has been provided by the submitting party. Disputes concerning the amounts contained in this form may be addressed by way of motion pursuant to the SC Rules of Civil Procedure. Amounts to be computed such as interest or additional taxable costs not available at the time the form and final order are submitted to the judge may be provided to the clerk. **Note: Title abstractors and researchers should refer to the official court order for judgment details.**
E-Filing Note: In E-Filing counties, the Court will electronically sign this form using a separate electronic signature page.

Circuit Court Judge/Master in Equity/Special Referee	Judge Code	Date

For Clerk of Court Office Use Only

This judgment was entered on the _____ day of _____, 20____ and a copy mailed first class or placed in the appropriate attorney's box on this _____ day of _____, 20____ to attorneys of record or to parties (when appearing pro se) as follows:

Rogers Townsend & Thomas, PC

P.O. Box 100200

Columbia, SC 29202-3400

ATTORNEY(S) FOR THE PLAINTIFF(S)
010023-00200

ATTORNEY(S) FOR THE DEFENDANT(S)

CLERK OF COURT

Doris J. Dixon
122 Terrace Lane
Anderson, SC 29621

William E. Phillips
P.O. Box 4210

Anderson, SC 29622
Attorney for Anmed Health

Court Reporter: Ellen Bowen

E-Filing Note: In E-Filing counties, the date of Entry of Judgment is the same date as reflected on the Electronic File Stamp and the clerk's entering of the date of judgment above is not required in those counties. The clerk will mail a copy of the judgement to parties who are not E-Fileers or who are appearing pro se. See Rule 77(d), SCRCp.

ADDITIONAL INFORMATION REGARDING DECISION BY THE COURT AS REFERENCED ON PAGE 1.

This action came to trial or hearing before the court. The issues have been tried or heard and a decision rendered.



Anderson Common Pleas

Case Caption: Deutsche Bank National Trust Company VS Doris J Dixon ,
defendant, et al

Case Number: 2015CP0401518

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

And it is so ordered

s/ Steven C. Kirven, Master in Equity, #3081

Electronically signed on 2017-06-13 11:33:07 page 7 of 7

STATE OF SOUTH CAROLINA

COUNTY OF ANDERSON

Deutsche Bank National Trust Company, as
Certificate trustee on behalf of Bosco Credit II
Trust Series 2010-1,

Plaintiff,

v.

Doris J. Dixon; Anmed Health;

Defendant(s).

IN THE COURT OF COMMON PLEAS

DOCKET NO. 2015CP0401518

FOURTH
SUPPLEMENTAL ORDER POST JUDGMENT
Deficiency Judgment Demanded

(010023-00200)

John J. Hearn, Esquire
Attorney for the Plaintiff

William E. Phillips, Esquire
Attorney for Anmed Health

Pursuant to Rule 53 of the South Carolina Rules of Civil Procedure, the above-entitled matter was referred to me with finality to enter a final judgment in the case. On November 25, 2015, a Judgment of Foreclosure and Sale was issued. On May 17, 2016, a Supplemental Order was filed. On October 17, 2016, a Second Supplemental Order was filed. On June 13, 2017, a Third Supplemental Order was filed. Prior to the scheduled sales date, the case was delayed. The Plaintiff wishes to proceed with the foreclosure and sale and the purpose of this order is to supplement the previous Third Supplemental Order to reflect the current amount due.

The Plaintiff was previously awarded a reasonable attorney fee of \$4,945.00. This award was based upon the completion of this matter within a reasonable time and did not include exceptional circumstances delaying conclusion beyond the normal time. Based on the legal work performed during the delay, I find that an additional \$975.00 is a reasonable fee to allow Plaintiff's counsel for services performed and anticipated to be performed until final adjudication of this action, under the terms of the Note and Mortgage. Plaintiff has advanced \$3,435.00 to its counsel as partial payment of the attorney fee and this amount appears in Plaintiff's advances.

Pursuant to the South Carolina Supreme Court Administrative Order dated May 22, 2009, the Plaintiff set forth its belief in its Complaint or by Affidavit, which is already of record in this case, that

the mortgage loan which is the subject of this foreclosure action is not eligible for modification pursuant to the terms of the Home Affordable Modification Program (HMP). Pursuant to the South Carolina Supreme Court Administrative Order dated May 22, 2009, Plaintiff's attorney has not received a counter affidavit from any Defendant(s).

Attorney for the Plaintiff has fully complied with the South Carolina Supreme Court Administrative Order 2011-05-02-01 dated May 2, 2011.

THEREFORE, upon motion of the Plaintiff's counsel and for good cause indicated;

IT IS HEREBY ORDERED that the previous judgment debt be amended as follows:

1. The amount due and owing on the note from the previous judgment was as follows:

- (a) Principal due\$17,264.83
- (b) Interest from February 15, 2013 through
June 13, 2017 at 12.79% per annum.....\$9,549.92
- (c) Allowable Advances (Escrow Advances, Corporate Charges, including paid attorney's
fee, costs, and Other Charges)\$13,002.10
- (d) Costs of collection prior to
hearing (service, filing, etc.)\$225.50
- (e) Attorney's Fees (awarded but unpaid).....\$2,070.00

PREVIOUS TOTAL DEBT\$42,112.35

2. Amended judgment debt is as follows:

- (a) Principal now due\$17,264.83
- (b) Interest from February 15, 2013 through
November 8, 2017 at 12.79% per annum\$10,449.76
Interest from November 9, 2017 through
December 4, 2017 at 12.79% per annum.....\$157.30
- (c) Allowable Advances (Escrow Advances, Corporate Charges including attorney's
fees, costs, and other charges previously paid).....\$15,234.86
- (d) Additional Costs of collection since previous
hearing\$436.00
- (e) Attorney's Fee (awarded but unpaid).....\$2,485.00

NEW TOTAL DEBT now secured by Note and Mortgage
including interest to date shown\$46,027.75

The new total debt shall accrue interest hereafter at the rate of 12.79% per annum.

3. The mortgaged property shall be sold under the terms of the original Judgment of Foreclosure and Sale.

AND IT IS SO ORDERED.

JUDGE'S SIGNATURE PAGE TO FOLLOW

FORM 4**STATE OF SOUTH CAROLINA
COUNTY OF ANDERSON
IN THE COURT OF COMMON PLEAS****JUDGMENT IN A CIVIL CASE****CASE NO.** 2015CP0401518Deutsche Bank National Trust Company, as Certificate
trustee on behalf of Bosco Credit II Trust Series 2010-1

Doris J. Dixon; Anmed Health;

PLAINTIFF(S)

DEFENDANT(S)

Submitted by: Robert P. Davis (SC Bar #74030), Andrew W. Montgomery (SC Bar #79893); John J. Hearn (SC Bar # 6635); Kevin T. Brown (SC Bar # 064236); Jason D. Wyman (SC Bar # 100271); John P. Fetner (SC Bar# 77460); Clark Dawson (SC Bar# 101714)Attorneys for the Plaintiff
Rogers Townsend & Thomas, PC
100 Executive Center Drive, Suite 201
Post Office Box 100200
Columbia, SC 29202
(803) 744-4444
(803) 343-7013 - Fax
info@rtt-law.com**Attorney for :** ☒ Plaintiff ☐ Defendant
or
☐ Self-Represented Litigant**DISPOSITION TYPE (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. ☐ See Page 2 for additional information.
- ☐ **ACTION DISMISSED (*CHECK REASON*):** ☐ Rule 12(b), SCRPC; ☐ Rule 41(a), SCRPC (Vol. Nonsuit); ☐ Rule 43(k), SCRPC (Settled); ☐ Other _____
- ☐ **ACTION STRICKEN (*CHECK REASON*):** ☐ Rule 40(j), SCRPC; ☐ Bankruptcy; ☐ Binding arbitration, subject to right to restore to confirm, vacate or modify arbitration award; ☐ Other _____
- ☐ **STAYED DUE TO BANKRUPTCY**
- ☐ **DISPOSITION OF APPEAL TO THE CIRCUIT COURT (*CHECK APPLICABLE BOX*):**
☐ Affirmed; ☐ Reversed; ☐ Remanded; ☐ Other _____

NOTE: ATTORNEYS ARE RESPONSIBLE FOR NOTIFYING LOWER COURT, TRIBUNAL, OR ADMINISTRATIVE AGENCY OF THE CIRCUIT COURT RULING IN THIS APPEAL.

IT IS ORDERED AND ADJUDGED: ☒ See attached order (formal order to follow) ☐ Statement of Judgment by the Court: _____**ORDER INFORMATION**This order ☒ ends ☐ does not end the case.

Additional Information for the Clerk :

As required by statute, a foreclosure sale has been or will be scheduled, which will officially end the case. Also, if a deficiency judgment remains demanded, a separate Order for Deficiency Judgment will be entered at the completion of the foreclosure sale.

INFORMATION FOR THE JUDGMENT INDEX

Complete this section below when the judgment affects title to real or personal property or if any amount should be enrolled. If there is no judgment information, indicate "N/A" in one of the boxes below.

Judgment in Favor of	Judgment Against	Judgment Amount To be Enrolled
----------------------	------------------	--------------------------------

(List name(s) below)	(List name(s) below)	(List amount(s) below)
		\$
		\$

If applicable, describe the property, including tax map information and address, referenced in the order:

All that piece, parcel, or lot of land, situate, lying and being in Anderson County, State of South Carolina, being known and designated as Lot Number Eleven (11), Broadview Subdivision, being more fully described on plat prepared by Nu-South Surveying, Inc. Earl B. O'Brien, Reg. LS. #10755, dated 07/26/95, recorded in the Register of Deeds Office for Anderson County, in Plat Slide/Book 110, at Page 177. Reference is hereby made to said plat for a more complete description of metes and bounds thereof.

This being the same property conveyed to Doris J. Dixon by deed of LWood Management LLC dated June 15, 2006 and recorded July 5, 2006 in Book 7452 at Page 209.

178-14-03-025

122 Terrace Lane
Anderson, SC, 29621

The judgment information above has been provided by the submitting party. Disputes concerning the amounts contained in this form may be addressed by way of motion pursuant to the SC Rules of Civil Procedure. Amounts to be computed such as interest or additional taxable costs not available at the time the form and final order are submitted to the judge may be provided to the clerk. **Note: Title abstractors and researchers should refer to the official court order for judgment details.**

E-Filing Note: In E-Filing counties, the Court will electronically sign this form using a separate electronic signature page.

Circuit Court Judge/Master in Equity/Special Referee	Judge Code	Date

For Clerk of Court Office Use Only

This judgment was entered on the _____ day of _____, 20____ and a copy mailed first class or placed in the appropriate attorney's box on this _____ day of _____, 20____ to attorneys of record or to parties (when appearing pro se) as follows:

Rogers Townsend & Thomas, PC

P.O. Box 100200

Columbia, SC 29202-3400

ATTORNEY(S) FOR THE PLAINTIFF(S)
010023-00200

ATTORNEY(S) FOR THE DEFENDANT(S)

CLERK OF COURT

Doris J. Dixon
122 Terrace Lane
Anderson, SC
29621

William E. Phillips, Esquire
P.O. Box 4210
Anderson, SC 29622
Attorney for Anmed Health

Court Reporter: Ellen Bowen

E-Filing Note: In E-Filing counties, the date of Entry of Judgment is the same date as reflected on the Electronic File Stamp and the clerk's entering of the date of judgment above is not required in those counties. The clerk will mail a copy of the judgement to parties who are not E-Fileers or who are appearing pro se. See Rule 77(d), SCRPC.

ADDITIONAL INFORMATION REGARDING DECISION BY THE COURT AS REFERENCED ON PAGE 1.

This action came to trial or hearing before the court. The issues have been tried or heard and a decision rendered.

[illegible]



Anderson Common Pleas

Case Caption: Deutsche Bank National Trust Company VS Doris J Dixon ,
defendant, et al

Case Number: 2015CP0401518

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

And it is so ordered

s/ Steven C. Kirven, Master in Equity, #3081

Electronically signed on 2017-12-04 11:29:49 page 7 of 7

STATE OF SOUTH CAROLINA

COUNTY OF ANDERSON

Deutsche Bank National Trust Company, as
Certificate trustee on behalf of Bosco Credit II
Trust Series 2010-1,

Plaintiff,

v.

Doris J. Dixon; Anmed Health;

Defendant(s).

IN THE COURT OF COMMON PLEAS

DOCKET NO. 2015CP0401518

REPORT ON SALE AND DISBURSEMENTS
AND ORDER CONFIRMING SALE
Deficiency Judgment Demanded

(010023-00200)

1. Pursuant to Order of Court and after due notice and advertisement, the undersigned sold the property, subject of this action, for the sum of \$18,765.00, that amount being the highest bid made on Sales Day February 6, 2018 which sale, according to statute, was made final on March 8, 2018.

2. The undersigned has executed and delivered to Grantee: Bosco Credit II, LLC a good and sufficient deed.

3. The purchaser has complied with the terms of sale and upon motion of Rogers, Townsend & Thomas, PC, I hereby ORDER the sale confirmed and the foreclosure case ended. 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 in accordance with the Order of Reference.

JUDGE'S SIGNATURE PAGE TO FOLLOW



Anderson Common Pleas

Case Caption: Deutsche Bank National Trust Company VS Doris J Dixon ,
defendant, et al

Case Number: 2015CP0401518

Type: Master/Order On Sale Of Real Estate

And it is so ordered

s/ Steven C. Kirven, Master in Equity, #3081

Electronically signed on 2018-05-07 15:04:42 page 2 of 2

STATE OF SOUTH CAROLINA

IN THE COURT OF COMMON PLEAS

COUNTY OF ANDERSON

DOCKET NO. 2015CP0401518

Bosco Credit II, LLC,

Movant,

WRIT OF ASSISTANCE

In Re:

Deutsche Bank National Trust Company, as
Certificate trustee on behalf of Bosco Credit II Trust
Series 2010-1,

Plaintiff,

v.

Doris Dixon; Anmed Health;

Defendant(s).

(710023-00093)

THIS WRIT OF ASSISTANCE APPLIES TO ALL OCCUPANTS AND OTHERS (Including their possessions) WITH RESPECT TO THE PROPERTY DESCRIBED BELOW.

This matter came before me upon a Motion for Writ of Assistance by the Movant directing the Sheriff of Anderson County, South Carolina to remove, peaceably or forcibly, the Occupants and all of their personal property located within or on the subject property described in the Motion of the Movant.

The undersigned has jurisdiction over this matter pursuant to that certain Judgment filed herein and more fully described in the Movant's Motion.

Upon examining the Motion of the above named Movant, it appears that the Movant was the successful bidder at the public sale of the subject property on February 6, 2018 and is entitled to possession of the subject property.

Upon Motion of Attorney for the Movant,

IT IS ORDERED that the Movant is entitled to recover possession of the below described property:

All that piece, parcel, or lot of land, situate, lying and being in Anderson County, State of South Carolina, being known and designated as Lot Number Eleven (11), Broadview Subdivision, being more fully described on plat prepared by Nu-South Surveying, Inc. Earl B. O'Brien, Reg. LS. #10755, dated 07/26/95, recorded in the Register of Deeds Office for Anderson County, in Plat Slide/Book 110, at Page 177. Reference is hereby made to said plat for a more complete description of metes and bounds thereof.

This being the same property conveyed to Doris J. Dixon by deed of L Wood Management LLC dated June 15, 2006 and recorded July 5, 2006 in Book 7452 at Page 209.

Property Address: 122 Terrace Lane
Anderson, SC 29621

TMS# 178-14-03-025

IT IS FURTHER ORDERED that, upon service of a copy of this Order, the Sheriff of Anderson County, South Carolina or his authorized deputies be, and they hereby are, directed and authorized to post a copy of this Order, and/or serve a copy of this Order upon the occupant(s) of the referenced property.

IT IS FURTHER ORDERED that not less than 21 days subsequent to said posting or service, the Sheriff shall be authorized to enter upon the aforescribed premises, by force if necessary, and seize the said premises and to remove therefrom any and all such persons who may be occupying the same, together with all of their possessions, and to put the Movant in full, peaceful and quiet possession of the premises without delay, and thereafter, within ten (10) days, make due Return to the Clerk of Court for Anderson County, South Carolina, showing how this Order has been executed.

IT IS FURTHER ORDERED that the Sheriff shall have discretion to extend the date of seizure, but not more than 30 days from the date of said service or posting, absent a further Order.

IT IS FURTHER ORDERED that, if the Defendant(s) and/or occupant(s) of the property challenge Movant's right to possession, said Defendant(s) and/or occupant(s), upon filing a Motion to Stay Writ of Ejectment, shall be entitled to an expedited hearing, which may be scheduled with the Court by calling (864)260-4052, but only after filing the motion with the Clerk of Court.

AND IT IS SO ORDERED



Anderson Common Pleas

Case Caption: Deutsche Bank National Trust Company VS Doris J Dixon ,
defendant, et al

Case Number: 2015CP0401518

Type: Order/Writ Of Assistance

And it is so ordered

s/ Steven C. Kirven, Master in Equity, #3081

Electronically signed on 2018-05-15 11:48:23 page 3 of 3

STATE OF SOUTH CAROLINA
COUNTY OF ANDERSON

IN THE COURT OF COMMON PLEAS
TENTH JUDICIAL CIRCUIT

C.A. No.: 2015-CP-04-01518

Deutsche Bank National Trust
Company, as Certificate trustee on
behalf of Bosco Credit II Trust Series
2010-1,

Plaintiff,

vs.

Doris J. Dixon and AnMed Health,

Defendants.

ORDER

This matter comes before the court on motions by Defendant Doris J. Dixon ["Dixon"] to set aside her default in this case. Dixon first filed a *pro se* motion entitled "Motion to Set Aside Default and Default Judgment, If Entered" ["*Pro Se* Motion"]. Soon thereafter, Dixon obtained legal representation and through her attorney filed a motion entitled "Motion for Relief from Judgment/Order" ["Rule 60 (b) Motion"]. A hearing was held on February 6, 2019, before the Master-in-Equity for Anderson County at which the Plaintiff was represented by Jason Wyman of Rogers, Townsend & Thomas and Dixon was present and represented by her attorney, Howard W. Anderson, III.

The pertinent facts in this matter which are all readily ascertainable from the court records on file in the office of the Clerk of Court for Anderson County are as follows:

1. On May 31, 2013, Steven C. Kirven, then a practicing attorney, commenced an action on behalf of AnMed Health seeking collection of an unpaid hospital bill against Dixon and Steve M. Dixon by the filing of a summons

and complaint and subsequent service of same on the Defendants in an action entitled AnMed Health v. Doris Dixon and Steve M. Dixon, Civil Action No. 2013-CP-04-01273 ["Hospital Action"];

2. Neither Defendant in the Hospital Action answered or otherwise appeared resulting in an affidavit of default being filed on August 22, 2013, and a default judgment being granted by the Honorable Alexander S. Macaulay, Circuit Judge, which was entered in the records of the Anderson County Clerk of Court on August 27, 2013;
3. Almost two years later, on June 24, 2015, this action ["Foreclosure Action"] was commenced for the foreclosure of a mortgage by the filing of a summons and complaint and subsequent service thereof in an action and titled as captioned above herein;
4. The Plaintiff's attorney in the Foreclosure Action served the summons and complaint and related documents on Dixon personally on July 3, 2015 according to affidavit of service by Perry Thomas which was filed on July 8, 2015;
5. Steven C. Kirven, while still a practicing attorney, served and filed an answer on July 6, 2015, on behalf of AnMed Health admitting the allegations in the foreclosure complaint regarding AnMed Health's previously obtained judgment;
6. On October 23, 2015, the Plaintiff's attorney in the Foreclosure Action filed an affidavit of default as to Dixon;

7. By order dated October 23, 2015, the Foreclosure Action was referred to the Anderson County Master-in-Equity who was, at that time, the Honorable Ellis B. Drew, Jr.;
8. On November 23, 2015 a hearing was held in the Foreclosure Action before Judge Drew which was attended by Dixon and which resulted in an Order of Foreclosure and Sale signed by Judge Drew on that date which was entered in the Clerk's office on November 25, 2015;
9. On May 16, 2016, a supplemental hearing was held in the Foreclosure Action before Judge Drew, which was not attended by Dixon despite notice and which resulted in a Supplemental Order of Foreclosure and Sale being issued by Judge Drew dated May 16, 2016 and entered in the Clerk's office on May 17, 2016;
10. By Order dated June 28, 2016, issued by Judge Drew, Steven C. Kirven was relieved as the attorney for AnMed Health in the Foreclosure Action and substituted in his place was Attorney William E. Phillips;
11. On June 30, 2016, Steven C. Kirven [hereinafter "Judge Kirven"] became the Master-in-Equity for Anderson and Oconee Counties, Tenth Circuit, upon the retirement of Judge Drew;
12. On October 12, 2016, a second supplemental hearing in the Foreclosure Action was held before Judge Kirven which was not attended by Dixon despite notice and which resulted in a Second Supplemental Order of Foreclosure and Sale being issued by Judge Kirven on October 12, 2016 and entered in the Clerk's office on October 17, 2016;

13. On June 13, 2017, a third supplemental hearing in the Foreclosure Action was held before Judge Kirven which was not attended by Dixon despite notice and which resulted in a Third Supplemental Order of Foreclosure and Sale being issued by Judge Kirven on June 13, 2017 and entered in the Clerk's office that same day;
14. On February 6, 2018, after publication of the required notice of sale, the initial sale of the subject property in the Foreclosure Action was held at which the Plaintiff submitted its bid in the amount of \$18,765.00 with the bidding held open for thirty (30) days thereafter because the Plaintiff was seeking a deficiency judgment;
15. On March 8, 2018, the bidding was reopened and the final sale held at which time no new bids were received thus making the Plaintiff the high bidder for the subject property;
16. By instrument dated March 22, 2018, the Plaintiff assigned its bid to Bosco Credit II, LLC, which assignment was later filed with the court on May 3, 2018;
17. On March 26, 2018, after full compliance, a Master's Deed was issued to Bosco Credit II, LLC, and subsequently recorded on April 11, 2018, in the Office of the Register of Deeds for Anderson County in Book 13324 at Page 45;
18. On May 7, 2018, a Report on Sale and Disbursements and Order Confirming Sale was issued by Judge Kirven and filed;

19. On May 7, 2018, an Order for Deficiency Judgment against Dixon in favor of Bosco Credit II, LLC, in the amount of \$28,280.18 was issued by Judge Kirven and filed;
20. On May 15, 2018, a Writ of Assistance requested by Bosco Credit II, LLC, was issued by Judge Kirven and subsequently served on Dixon;
21. On December 11, 2018, the *Pro Se* Motion was filed by Dixon;
22. On December 17, 2018, a notice of hearing on the motion which was scheduled for January 16, 2019, was sent to the parties;
23. On January 10, 2019, the Rule 60(b) Motion was filed on behalf of Dixon by her attorney, Howard W. Anderson, III;

The *Pro Se* Motion filed by Dixon states in its entirety: “Reason: I did not receive any notice of this complaint and to my knowledge no one has served me papers.”

Dixon showed her address on the *Pro Se* Motion as 122 Terrace Lane, Anderson, SC 29621. The Rule 60 (b) Motion filed on behalf of Dixon by her attorney is premised on the argument that Judge Kirven should have recused himself from any participation in this case due to his representation of AnMed Health prior to his ascension to the bench and relies on Cannon 3E.(1) of the Code of Judicial Conduct, Rule 501, SCAR.

Attorney Anderson argues that failure of Judge Kirven to recuse himself constitutes a mistake or inadvertence within the meaning of Rule 60(b)(1), SCRCP, and/or renders the judgment void within the meaning of Rule 60(b)(4), SCRCP, and/or renders it “not equitable that the judgement should have perspective application” within the meaning of Rule 60(b)(5), SCRCP.

At the motions hearing on February 6, 2019, Attorney Anderson acknowledged that Dixon had never appeared at any hearing presided over by Judge Kirven and that there was no actual impartiality in any action taken by Judge Kirven. However, Attorney Anderson argues that the provisions of Cannon 3E.(1)(b) constitute a list of situations in which a judge must recuse himself regardless of whether the judge's impartiality may be reasonably questioned under the circumstances. The relevant language of Cannon 3E.(1) is as follows:

E. Disqualification.

(1) A judge shall disqualify himself or herself in a proceeding in which the judge's impartiality might reasonably be questioned, including but not limited to instances where:

(b) the judge served as a lawyer in the matter in controversy, or a lawyer with whom the judge previously practiced law served during such association as a lawyer concerning the matter, or the judge has been a material witness concerning it;...

It should be noted that the Foreclosure Action was heard and ruled on with finality by Judge Drew when he issued his Order of Foreclosure and Sale entered on November 25, 2015. Judge Kirven's involvement in the Foreclosure Action did not begin until the second supplemental hearing which was held on October 12, 2016, almost a year after Judge Drew had decided the merits of the case.

A motion to set aside a default is governed by Rule 55(c), SCRCP and requires only a showing of good cause by the moving party. Once a default judgment has been entered, a party seeking to be relieved must do so under Rule 60(b), SCRCP.

Sundown v. Intedg Industries, 383 S.C. 601, 681 S.E.2d 885 (2009). In this case, since a default judgment was entered on November 25, 2015, pursuant to the Order of

Foreclosure and Sale issued by Judge Drew, it appears that Dixon must proceed under Rule 60(b), SCRCP, in order to obtain the relief sought. As stated in *Sundown*, Id.

The standard for granting relief from a default judgment under Rule 60(b) is more rigorous than the “good cause” standard established in Rule 55(c). *Ricks v. Weinbach*, 293 S.C. 372, 374, 360 S.E.2nd 535, 536 (Ct. App. 1987). Rule 60(b) requires a more particularized showing of mistake, inadvertence, excusable neglect, surprise, newly discovered evidence, fraud, misrepresentation, or “other misconduct of an adverse party.” Rule 60(b), SCRCP. The different standards under the two rules underscore the clear intent to make it more difficult for a party to avoid a default once the court has entered a judgment, which carries greater finality, and often occurs later than, a clerk’s entry of default.

There are several questions which must be answered in order to rule upon Dixon’s motion for relief from the default judgment and/or any subsequent orders of this court: (1) Have Dixon’s motions been made in a timely fashion?; (2) Has Dixon met the required standard under Rule 60(b)?; and (3) If Dixon has made the required showing under Rule 60(b), what is the nature and extent of appropriate relief to be granted?.

PRO SE MOTION

Dixon’s *Pro Se* Motion, while not referencing Rule 60(b), does seek to set aside the default judgment. The only basis presented for that motion is Dixon’s assertion that she had no notice of the complaint and had not been served with papers. This argument seems at odds with the affidavit of personal service on Dixon of the Lis Pendens, Summons, Complaint, Notice of Foreclosure Intervention, Certificate of Exemption from ADR and Request for Foreclosure Intervention which was filed by the Plaintiff on July 8, 2015, stating that personal service was made on July 3, 2015. The Record of Hearing regarding the November 23, 2015 hearing before Judge Drew which

was filed on November 25, 2015, indicates that Dixon was present at that hearing. Lack of proper service of the summons would be a personal jurisdiction issue which is normally rendered moot by the appearance of the defendant in court for proceedings in the case in question.

TIMELINESS

Dixon's Rule 60(b) Motion asserts mistake or inadvertence under Rule 60(b)(1), voidness of judgment under 60(b)(4) and absence of equity that the judgment should have prospective application under 60(b)(5). Rule 60(b) provides that motions based on 60(b)(1)(2) and (3) must be made within a reasonable time but not more than one (1) year after the judgment is entered. Motions based on 60(b)(4) and (5) are not limited to the one (1) year timeframe but still must be made "within a reasonable time". In this case the default judgment was entered by Judge Drew when his order was entered on November 25, 2015. It appears that the motion by Dixon under Rule 60(b)(1) initially filed no earlier than December 11, 2018 was clearly made more than one (1) year after the entry of the default judgment. Has the Rule 60(b)(4) and (5) motion been made in a reasonable time when it was filed over three (3) years after entry of the default judgment and after at least three supplemental hearings which Dixon failed to attend despite notice?

RULE 60 (B) STANDARD

The only basis for the Rule 60(b) Motion presented by Dixon is Judge Kirven's involvement as Master-in-Equity beginning after his ascension to the bench on June 30, 2016, long after the default judgment was entered. Dixon's argument is based totally on her interpretation of a provision in the Code of Judicial Conduct contained in Rule 501,

SCAR. That provision requires a judge to disqualify himself or herself in a proceeding in which the judge's "impartiality might reasonably be questioned...". One such situation specifically included is where the "judge served as a lawyer in the matter in controversy". The comments to this section indicate that there are some situations in which it may not be reasonable to question the judge's impartiality even though he participated as a lawyer to some extent in the proceedings prior to becoming a judge. Judge Kirven's role as an attorney in this case prior to his taking the bench was simply to acknowledge that his client held a previously obtained judgment against Dixon. In doing so, he took no position as to the plaintiff's claims against Dixon nor any position in opposition to Dixon regarding any defense she may have wished to assert against Plaintiff's claims.

Since taking the bench, Judge Kirven has made it his habit in foreclosure actions which include a subordinate lienholder formerly represented by him to so advise defendants who appear at the merits hearing before him and provide opportunity for that defendant to object to his hearing and deciding the merits of the case. On at least two (2) occasions, Judge Kirven has recused himself when a defendant so advised has indicated a preference that Judge Kirven not hear the matter. In this case, Dixon never appeared at any hearing before Judge Kirven (prior to the February 6, 2019 hearing on these motions). Although Dixon was present at the November 23, 2015 hearing before Judge Drew, she was not in attendance despite prior notice mailed by the plaintiff's attorney to her at the May 17, 2016 supplemental hearing before Judge Drew nor the second supplemental hearing on October 17, 2016 before Judge Kirven nor the third supplemental hearing on June 13, 2017 before Judge Kirven.

Judge Kirven's involvement in this matter consists of the supplemental hearings and resulting orders on October 17, 2016 and June 13, 2017 and the sale and routine post sale matters (deed, report, deficiency judgment, writ of assistance). None of these actions involved determination of the merits of the plaintiff's cause of action nor Dixon's default. Supplemental hearings are used to update the debt amount and set a new sale date where there has been some passage of time since the entry of the default order determining the foreclosure and the sale itself. Supplemental hearings and orders are not mandatory and some equity court judges in South Carolina decline to include them in their foreclosure process. The sale, deed, deficiency judgment determination and writ of assistance are largely procedural or administrative in nature. In short, once the default judgment is entered (in this case by Judge Drew on November 25, 2015) the law of the case has been determined and, absent a timely appeal, further proceedings in the normal sequence of events cannot re-litigate the issues in the case but, rather, are designed only to carry the prior order into effect. Dixon, through her attorney, concedes that no actual impartiality on the part of Judge Kirven has occurred.

Relevant factors to be considered in setting aside a default judgment include "[t]he promptness with which relief is sought, the reasons for the failure to act promptly, the existence of meritorious defense and the prejudice to the other parties...." *New Hampshire Ins. Co. v. Bey Corp.*, 312 S.C. 47, 435 S.E.2d 377 (Ct. App. 1993); *Hill v. Dotts*, 345 S.C. 304, 557 S.E.2d 894 (Ct. App. 2001).

Promptness has been discussed above. Dixon has not offered any evidence or argument as to the reasons for delay in asserting her motions nor has she provided any indication of the existence of any meritorious defenses. Prejudice to the plaintiff if the

default judgement is set aside would include the time and expense of re-litigating the issues decided by Judge Drew in 2015 and, if successful, dealing with the resale of the property after the required advertisement plus the possibility of handling additional parties due to intervening liens against the property and obtaining and filing a new deed. Under these circumstances has Dixon made the required showing for setting aside the default judgment in this matter?

RELIEF

If Dixon is entitled to any relief pursuant to her motions, what is the appropriate extent and nature of that relief? The Rule 60 (b) Motion requests that the final judgment and all non-moot interlocutory orders, together with the May 15, 2018, Writ of Assistance, be set aside. Since the Rule 60 (b) Motion is based solely on Judge Kirven's involvement in this matter, it strains logic to find a basis for setting aside the default judgement order of Judge Drew which was entered on November 25, 2015, or the supplemental order entered by Judge Drew on May 17, 2016. Judge Kirven's involvement in the case had absolutely nothing to do with either of those orders. If Dixon has merit to her motion, it would seem that the fullest extent of any relief granted would be to vacate or set aside any actions taken by Judge Kirven after he became the judge on June 30, 2016. Those actions would include the second and third supplemental orders issued by Judge Kirven and Report of Sale, Order of Deficiency Judgement issued on May 7, 2018 and the Writ of Assistance issued on May 15, 2018. However, even if the sale was set aside and the deed vacated along with all other orders issued by Judge Kirven it appears the matter would be left in the same posture

as existed on June 30, 2016 when Judge Kirven arrived on the bench, that is to say an order of foreclosure and sale in place and the subject property ready to proceed to sale.

RECUSAL

Because Dixon's motion is primarily based on the argument that Judge Kirven should have recused himself from any judicial activity in regard to this matter based upon Dixon's interpretation of the applicable provision of the Code of Judicial Conduct cited hereinabove, Judge Kirven is placed in an untenable position as far as ruling on these motions. If the motions are denied by him he stands accused of unethical conduct, albeit unwitting and not involving any actual impartiality. If the motions are granted by him he allows significant prejudice to be placed upon the Plaintiff. Accordingly, it has been determined by Judge Kirven that he should, and he hereby does, recuse himself from ruling on these motions only. Judge Kirven's further involvement in this case would hinge upon the ultimate ruling on these motions or the opinion issued in any appeal taken therefrom. This matter is returned to the first available circuit judge to rule on Dixon's Pro Se Motion and Rule 60(b) Motion.

IT IS SO ORDERED.

June ____, 2019

Steven C. Kirven, Master-in-Equity
Anderson and Oconee Counties
Tenth Circuit

FORM 4

STATE OF SOUTH CAROLINA
COUNTY OF ANDERSON
IN THE COURT OF COMMON PLEAS

JUDGMENT IN A CIVIL CASE

CASE NO. 2015 CP-04-01518

Deutsche Bank National Trust Company, as Certificate
trustee on behalf of Bosco Credit II Trust Series 2010-
1,

Doris J. Dixon and AnMed Health,

PLAINTIFF(S)

DEFENDANT(S)

Submitted by: COURT

Attorney for : ☐ Plaintiff ☐ Defendant
or
☐ Self-Represented Litigant

DISPOSITION TYPE (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. ☐ See Page 2 for additional information.
- ☐ **ACTION DISMISSED (CHECK REASON):** ☐ Rule 12(b), SCRPC; ☐ Rule 41(a), SCRPC (Vol. Nonsuit); ☐ Rule 43(k), SCRPC (Settled); ☐ Other
- ☐ **ACTION STRICKEN (CHECK REASON):** ☐ Rule 40(j), SCRPC; ☐ Bankruptcy; ☐ Binding arbitration, subject to right to restore to confirm, vacate or modify arbitration award; ☐ Other
- ☐ **STAYED DUE TO BANKRUPTCY**
- ☐ **DISPOSITION OF APPEAL TO THE CIRCUIT COURT (CHECK APPLICABLE BOX):**
☐ Affirmed; ☐ Reversed; ☐ Remanded; ☐ Other

NOTE: ATTORNEYS ARE RESPONSIBLE FOR NOTIFYING LOWER COURT, TRIBUNAL, OR ADMINISTRATIVE AGENCY OF THE CIRCUIT COURT RULING IN THIS APPEAL.

IT IS ORDERED AND ADJUDGED: ☒ See attached order (formal order to follow) ☐ Statement of Judgment by the Court:

ORDER INFORMATION

This order ☐ ends ☒ does not end the case.

Additional Information for the Clerk : _____

INFORMATION FOR THE JUDGMENT INDEX

Complete this section below when the judgment affects title to real or personal property or if any amount should be enrolled. If there is no judgment information, indicate "N/A" in one of the boxes below.

Judgment in Favor of (List name(s) below)	Judgment Against (List name(s) below)	Judgment Amount To be Enrolled (List amount(s) below)
		\$
		\$
		\$

If applicable, describe the property, including tax map information and address, referenced in the order:

--

The judgment information above has been provided by the submitting party. Disputes concerning the amounts contained in this form may be addressed by way of motion pursuant to the SC Rules of Civil Procedure. Amounts to be computed such as interest or additional taxable costs not available at the time the form and final order are submitted to the judge may be provided to the clerk.

Note: Title abstractors and researchers should refer to the official court order for judgment details.

E-Filing Note: In E-Filing counties, the Court will electronically sign this form using a separate electronic signature page.

Circuit Court Judge

Judge Code

Date

For Clerk of Court Office Use Only

This judgment was entered on the _____ day of _____, 20____ and a copy mailed first class or placed in the appropriate attorney's box on this _____ day of _____, 20____ to attorneys of record or to parties (when appearing pro se) as follows:

ATTORNEY(S) FOR THE PLAINTIFF(S)

ATTORNEY(S) FOR THE DEFENDANT(S)

CLERK OF COURT

Court Reporter:

E-Filing Note: In E-Filing counties, the date of Entry of Judgment is the same date as reflected on the Electronic File Stamp and the clerk's entering of the date of judgment above is not required in those counties. The clerk will mail a copy of the judgement to parties who are not E-Filers or who are appearing pro se. See Rule 77(d), SCRCP.

ADDITIONAL INFORMATION REGARDING DECISION BY THE COURT AS REFERENCED ON PAGE 1.

This action came to trial or hearing before the court. The issues have been tried or heard and a decision rendered.



Anderson Common Pleas

Case Caption: Deutsche Bank National Trust Company VS Doris J Dixon ,
defendant, et al

Case Number: 2015CP0401518

Type: Master/Order/Form 4

And it is so ordered

s/ Steven C. Kirven, Master in Equity, #3081

Electronically signed on 2019-06-04 16:31:07 page 15 of 15

FORM 4

STATE OF SOUTH CAROLINA
COUNTY OF ANDERSON
IN THE COURT OF COMMON PLEAS

JUDGMENT IN A CIVIL CASE

CASE NO. 2015 CP-04-01518

Deutsche Bank National Trust
Company, as Certificate trustee on
behalf of Bosco Credit II Trust Series
2010-1,
PLAINTIFF(S)

Doris J. Dixon and AnMed Health
DEFENDANT(S)

Submitted by: Howard W. Anderson III

Attorney for : ☐ Plaintiff ☒ Defendant
or
☐ Self-Represented Litigant

DISPOSITION TYPE (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. ☒ See Page 2 for additional information.
- ☐ **ACTION DISMISSED** (*CHECK REASON*): ☐ Rule 12(b), SCRCPP; ☐ Rule 41(a), SCRCPP (Vol. Nonsuit); ☐ Rule 43(k), SCRCPP (Settled); ☐ Other
- ☐ **ACTION STRICKEN** (*CHECK REASON*): ☐ Rule 40(j), SCRCPP; ☐ Bankruptcy; ☐ Binding arbitration, subject to right to restore to confirm, vacate or modify arbitration award; ☐ Other
- ☐ **STAYED DUE TO BANKRUPTCY**
- ☐ **DISPOSITION OF APPEAL TO THE CIRCUIT COURT** (*CHECK APPLICABLE BOX*): ☐ Affirmed; ☐ Reversed; ☐ Remanded; ☐ Other

NOTE: ATTORNEYS ARE RESPONSIBLE FOR NOTIFYING LOWER COURT, TRIBUNAL, OR ADMINISTRATIVE AGENCY OF THE CIRCUIT COURT RULING IN THIS APPEAL.

IT IS ORDERED AND ADJUDGED: ☒ See attached order (formal order to follow) ☐ Statement of Judgment by the Court:

ORDER INFORMATION

This order ☐ ends ☒ does not end the case.
Additional Information for the Clerk : _____

INFORMATION FOR THE JUDGMENT INDEX

Complete this section below when the judgment affects title to real or personal property or if any amount should be enrolled. If there is no judgment information, indicate "N/A" in one of the boxes below.

Judgment in Favor of (List name(s) below)	Judgment Against (List name(s) below)	Judgment Amount To be En- rolled (List amount(s) below)
		\$
		\$
		\$
If applicable, describe the property, including tax map information and address, referenced in		

the order:

The judgment information above has been provided by the submitting party. Disputes concerning the amounts contained in this form may be addressed by way of motion pursuant to the SC Rules of Civil Procedure. Amounts to be computed such as interest or additional taxable costs not available at the time the form and final order are submitted to the judge may be provided to the clerk.

Note: Title abstractors and researchers should refer to the official court order for judgment details.

E-Filing Note: In E-Filing counties, the Court will electronically sign this form using a separate electronic signature page.

Circuit Court Judge

Judge Code

Date

For Clerk of Court Office Use Only

This judgment was entered on the _____ day of _____, 20____ and a copy mailed first class or placed in the appropriate attorney's box on this _____ day of _____, 20____ to attorneys of record or to parties (when appearing pro se) as follows:

Kevin Brown

ATTORNEY(S) FOR THE PLAINTIFF(S)

Howard W. Anderson III

ATTORNEY(S) FOR THE DEFENDANT(S)

CLERK OF COURT

Court Reporter: Diane L. Marcengill

E-Filing Note: In E-Filing counties, the date of Entry of Judgment is the same date as reflected on the Electronic File Stamp and the clerk's entering of the date of judgment above is not required in those counties. The clerk will mail a copy of the judgement to parties who are not E-Fileers or who are appearing pro se. See Rule 77(d), SCRCP.

ADDITIONAL INFORMATION REGARDING DECISION BY THE COURT AS REFERENCED ON PAGE 1.

This action came to trial or hearing before the court. The issues have been tried or heard and a decision rendered.

On July 11, 2019, Plaintiff by counsel and Defendant Doris J. Dixon personally and by counsel appeared for a hearing on Defendant's Motion for Relief from Judgment. Having heard arguments of the parties, the Court hereby ORDERS that the motion be held in abeyance. The Parties are granted 60 days in which to exchange documents and information, by subpoena or document request, to determine whether any mortgage-relief payments may have been made on Defendant Dixon's behalf. During the 60-day period, Plaintiff shall not have the Sheriff enforce the writ of assistance. At or before the conclusion of the 60-day period, the Parties shall provide the undersigned with a status update as to the results of the discovery, at which time the undersigned will rule on the motion for relief or enter any other appropriate order.

STATE OF SOUTH CAROLINA	)	COURT OF COMMON PLEAS
	)	
COUNTY OF ANDERSON	)	10TH CIRCUIT
	)	
	)	
DEUTSCHE BANK NATIONAL TRUST COM-	)	
PANY,	)	
<i>Plaintiff,</i>	)	
	)	No. 2015-CP-04-1518
vs.	)	
	)	
DORIS J. DIXON; ANMED HEALTH,	)	
<i>Defendant.</i>	)	

ORDER

On January 10, 2019, Defendant Doris J. Dixon filed a motion for relief of judgment in this foreclosure case, pursuant to Rule 60(b), SCRCF. Because the master-in-equity recused himself from deciding that motion, the motion came before the undersigned for hearing on July 11, 2019.

At the hearing, Defendant indicated her belief that, as part of the state's mortgage assistance program, monies may have been advanced on her behalf with respect to the mortgage at issue. The Court takes judicial notice that the SC Housing Corporation recorded a mortgage on Defendant's behalf on March 7, 2016, during the pendency of this action, with the Anderson County Register of Deeds, at Book 12201, Page 00079.

Because this Court is sitting in equity, it has broad inherent powers to see that justice is done. *See, e.g., Citizens & S. Nat'l Bank v. Modern Homes Constr. Co.*, 248 S.C. 130, 135 (1966) (collecting cases showing the "broad power of equity" to provide relief even when no statute does). That power can encompass the authorization of discovery. *See, e.g., Ex parte Goodyear Tire & Rubber Co.*, 248 S.C. 412, 421, 150 S.E.2d 525, 529 (1966) ("[W]here reasonably necessary in the promotion of justice, a court in the exercise of equity jurisdiction does have inherent authority to

require discovery of a chattel in the possession of the adverse party.”).

Having studied the motion and heard the arguments of the parties, the Court now orders as follows:

1. The Parties are granted 60 days in which to exchange documents and information, by subpoena or document request, to determine whether any mortgage-relief payments may have been made on Defendant Dixon’s behalf.
2. During the 60-day period, Plaintiff shall not have the Sheriff enforce the writ of assistance.
3. At or before the conclusion of the 60-day period, the Parties shall provide the undersigned with a status update as to the results of the discovery, at which time the undersigned will rule on the motion for relief or enter any other appropriate order.

So ordered this ___ day of _____, 2019

J. Cordell Maddox, Jr.
Circuit Judge

Order Prepared by:

Howard W. Anderson III
Attorney for Defendant

Order Approved as to Form by:

Erica G. Lybrand
Attorney for Plaintiff



Anderson Common Pleas

Case Caption: Deutsche Bank National Trust Company VS Doris J Dixon ,
defendant, et al
Case Number: 2015CP0401518
Type: Order/Other

So Ordered

s/ J. Cordell Maddox Jr.

Electronically signed on 2019-08-21 15:12:29 page 5 of 5

STATE OF SOUTH CAROLINA

COUNTY OF ANDERSON

Deutsche Bank National Trust Company, as
Certificate Trustee on behalf of Bosco Credit
II Trust Series 2010-1,

Plaintiff,

v.

Doris J. Dixon; Anmed Health,

Defendants.

IN THE COURT OF COMMON PLEAS

DOCKET NO. 2015-CP-04-01518

**ORDER DENYING DEFENDANT'S
MOTION FOR RELIEF FROM
JUDGMENT/ORDER**

This matter came before the Court at a hearing on July 11, 2019, on the Motion to be Relieved from Judgment/Order of Defendant Doris J. Dixon ("Dixon"). For the reasons set forth herein, this motion is denied.

Findings of Fact

On June 24, 2015, Plaintiff Deutsche Bank National Trust Company, as Certificate Trustee on behalf of Bosco Credit II Trust Series 2010-1 ("Plaintiff") filed this foreclosure action. Steven C. Kirven, then a practicing attorney, answered on behalf of Defendant Anmed Heath, who was named a party by virtue of a judgment it held against Dixon.

By Order of Reference entered on October 23, 2015, this action was referred to the Honorable Ellis B. Drew, Jr., Master in Equity for Anderson County.

On November 25, 2015, Judge Drew entered a Judgment of Foreclosure and Sale, which held that Dixon was in default for failing to respond to the Complaint, fully adjudicated Dixon's liability for her default under the terms of the Note and Mortgage at issue, ordered that subject property be sold at a foreclosure sale, and determined that Dixon would be liable for any deficiency remaining on the judgment debt after the foreclosure sale.

Subsequently, the case encountered delays. On May 17, 2016, Judge Drew entered a Supplemental Order Post Judgment for the sole purpose of updating the judgment debt amount due under the previously entered Judgment of Foreclosure and Sale.

Subsequently, Judge Drew retired and was replaced by The Honorable Steven C. Kirven. Thereafter, Judge Kirven entered a Second Supplemental Order Post Judgment on October 17, 2016, a Third Supplemental Order Post Judgment on June 13, 2017, and a Fourth Supplemental Order Post Judgment on December 4, 2017. Each of these supplement orders merely updated the judgment debt amount due under the previously entered Judgment of Foreclosure and Sale.

Defendant Dixon received notice of all of these supplemental post-judgment hearings, but never raised any issue about Judge Kirven hearing the case or needing to recuse himself.

On February 6, 2018, Judge Kirven sold the subject property at a foreclosure sale. On March 8, 2018, the sale became final.

On May 7, 2018, Judge Kirven entered an Order for Deficiency Judgment against Dixon. On May 15, 2018, Judge Kirven entered a Writ of Assistance.

On January 10, 2019, Dixon filed a “Motion to be Relieved from Judgment/Order”, complaining that Judge Kirven should have recused himself from this case when he became Master in Equity because he had filed an answer on behalf of Defendant Anmed Health. The motion relied on Cannon 3E.(1) of the Code of Judicial Conduct, Rule 501, SCAR. Dixon claimed that this failure by Judge Kirven to recuse himself constituted “mistake” or “inadvertence” within the meaning of Rule 60(b)(1), SCRCP, and/or rendered the judgments entered herein “void” within the meaning of Rule 60(b)(4), SCRCP, and/or rendered it not “equitable that the judgment should have prospective application” within the meaning of Rule 60(b)(5), SCRCP.

At a hearing on February 6, 2019, Dixon acknowledged that she never appeared at any hearing presided over by Judge Kirven and that there was no actual impartiality in any action taken by Judge Kirven. However, Dixon argued that the provisions of Cannon 3E.(1)(b) constitute a list of situations in which a judge must recuse himself due to the appearance of potential impartiality regardless of whether the judge is or is not impartial as a matter of fact.

On June 5, 2019, Judge Kirven entered an Order finding that he should recuse himself from ruling on Dixon’s motion only and that the case should be returned to the Circuit Court for that purpose.

On July 11, 2009, this Court held a hearing on Dixon’s Motion to be Relieved from Judgment/Order. By Form 4 order entered on August 21, 2019, the Court held the motion in

abeyance for 60 days to allow the parties time to determine whether any mortgage-relief payments may have been made on Dixon's behalf with respect to the loan at issue in this case.

On October 21, 2019, Dixon filed a Status Report conceding that no mortgage-relief payments were made on her behalf for this loan.

Legal Standard

"Once a default judgment has been entered, a party seeking to be relieved must do so under Rule 60(b), SCRCP." *Sundown Operating Co. v. Intedge Indus.*, 383 S.C. 601, 608, 681 S.E.2d 885, 888-89 (2009).

"On motion and upon such terms as are just, the court may relieve a party or his legal representative from a final judgment, order, or proceeding for the following reasons: (1) mistake, inadvertence, surprise, or excusable neglect; ... (4) the judgment is void; (5) the judgment has been satisfied, released, or discharged, or a prior judgment upon which it is based has been reversed or otherwise vacated, or it is no longer equitable that the judgment should have prospective application." Rule 60(b), SCRCP.

"The motion shall be made within a reasonable time, and for reasons (1), (2), and (3) not more than one year after the judgment, order or proceeding was entered or taken." *Id.*

"The standard for granting relief from a default judgment under Rule 60(b) is more rigorous than the 'good cause' standard established in Rule 55(c)." *Sundown Operating Co.*, 383 S.C. at 608, 681 S.E.2d at 888-89. "Rule 60(b) requires a more particularized showing of mistake, inadvertence, excusable neglect, surprise, newly discovered evidence, fraud, misrepresentation, or "other misconduct of an adverse party." *Id.* "The different standards under the two rules underscore the clear intent to make it more difficult for a party to avoid a default once the court has entered a judgment, which carries greater finality, and often occurs later than, a clerk's entry of default." *Id.*

Conclusions of Law

The Court denies Dixon's Motion to be Relieved from Judgment/Order for the following reasons:

- 1. Dixon's motion is untimely with respect to the Judgment of Foreclosure and Sale.**

Dixon filed this motion over three years after Judge Drew entered the Judgment of Foreclosure and Sale on November 25, 2015. To the extent the motion is based on Rule 60(b)(1), it is time barred by the provision prohibiting such motions “more than one year after the judgment.”

To the extent that the motion is based on Rule 60(b)(4) and (5), the motion is also untimely as the rule requires that such motions be brought “within a reasonable time.” Rule 60(b)(1), SCRCP. Three years is not a reasonable amount of time for Dixon to wait to attack the Judgment of Foreclosure and Sale in light of the fact that she received notice of all of the supplemental post-judgment hearings, never appeared at any hearing before Judge Kirven (prior to the February 6, 2019 hearing on this motion), and never raised any issue about Judge Kirven hearing the case or needing to recuse himself until this motion.

2. Judge Kirven’s failure to recuse himself was not inadvertence or mistake because he never served as lawyer with respect to any matter in controversy within this foreclosure action.

Even if Dixon had timely made a motion for relief pursuant to Rule 60(b)(1), the motion would still be denied because Judge Kirven’s failure to recuse himself did not constitute “mistake” or “inadvertence” within the meaning of Rule 60(b)(1), SCRCP

Cannon 3E.(1)(b) of the Code of Judicial Conduct, Rule 501, SCAR, provides that “[a] judge shall disqualify himself or herself in a proceeding in which the judge’s impartiality might reasonably be questioned, including but not limited to instances where ... the judge served as a lawyer in the matter in controversy...”

The comments to this section indicate that there are some situations in which it may not be reasonable to question the judge’s impartiality even though he participated as a lawyer to some extent in the proceedings prior to becoming a judge.

Judge Kirven’s role as an attorney in this case prior to his taking the bench was simply to acknowledge that his client held a previously obtained judgment against Dixon. In doing so, he took no position as to the Plaintiff’s claims against Dixon nor any position in opposition to Dixon regarding any defense she may have wished to assert against Plaintiff’s claims.

Judge Kirven’s involvement in presiding over this action did not begin until the second supplemental hearing which was held on October 12, 2016, almost a year after Judge Drew had decided the merits of the case. Judge Drew had already ruled as to Dixon’s default in failing to

respond to the Complaint, Dixon's liability for her default under the terms of the Note and Mortgage at issue, and Dixon's liability for any deficiency remaining on the judgment debt after the foreclosure sale.

Judge Kirven's involvement in presiding over this matter consisted of the supplemental hearings, the resulting orders on October 17, 2016, June 13, 2017, and December 4, 2017, the foreclosure sale, and the routine post-sale matters (deed, report, deficiency judgment, writ of assistance). These actions were largely procedural or administrative in nature and served only to carry Judge Drew's Judgment of Foreclosure and Sale into effect. None of these actions involved determination of the merits of the Plaintiff's cause of action nor Dixon's default.

Aside from the lack of showing of any "mistake" or "inadvertence" in this case, the Court finds that the following additional considerations under Rule 60(b)(1) weigh against granting Dixon relief from judgment in this case: "(1) the promptness with which relief is sought; (2) the reasons for the failure to act promptly; (3) the existence of a meritorious defense; and (4) the prejudice to the other party." *Rouvet v. Rouvet*, 388 S.C. 301, 309, 696 S.E.2d 204, 208 (Ct. App. 2010) (internal citations omitted).

a. Dixon did not act promptly to seek relief from the Judgment of Foreclosure and Sale.

As discussed herein *supra*, Dixon's motion is untimely as she waited over three years to attack the Judgment of Foreclosure and Sale despite receiving notice of all of the supplemental post-judgment hearings.

b. Dixon has no meritorious defense to the foreclosure action.

A meritorious defense is sufficient if it is "worthy of a hearing or judicial inquiry because it raises a question of law deserving of some investigation and discussion or a real controversy as to real facts arising from conflicting doubtful evidence." *Thompson v. Hammond*, 299 S.C. 116, 120, 382 S.E.2d 900, 903 (1989) (internal citations omitted). The preferred method of showing a meritorious defense is the submission of a proposed answer, but this showing is not necessarily required. *Savage v. Cannon*, 204 S.C. 473, 30 S.E.2d 70, 72 (1944); *see also Owen v. Reed*, 288 S.C. 133, 136, 341 S.E.2d 629, 630 (1986). Dixon failed to tender a proposed Answer to the foreclosure complaint with her motion or otherwise set forth any defenses she may have had to

this foreclosure; therefore, the Court can only assume that Dixon has no meritorious defense in this case.

c. Plaintiff would be prejudiced by the Court's decision to set aside the judgment and sale.

In determining whether to set aside a judgment, the Court must consider the prejudice to the opposing party if the judgment is set aside. *Rouvet*, 388 S.C. at 309, 696 S.E.2d at 208. Pursuant to the Judgment of Foreclosure and Sale, the subject property was sold on February 6, 2018, and made final on March 8, 2018. Granting Dixon's motion for relief from judgment would prejudice Plaintiff financially if Plaintiff is required to incur the cost and expense of repeating the foreclosure process or some portion of it over two years after the sale was completed.

3. Dixon is not entitled to relief under Rule 60(b)(4).

Judge Kirven's failure to recuse himself did not render any of the judgments or orders void. "A void judgment is one that, from its inception, is a complete nullity and is without legal effect[.]" *Ware v. Ware*, 404 S.C. 1, 11, 743 S.E.2d 817, 822 (2013). "The definition of void under the rule only encompasses judgments from courts which failed to provide proper due process, or judgments from courts which lacked subject matter jurisdiction or personal jurisdiction." *Id.* "A judgment is not rendered void by irregularities which do not involve jurisdiction." *Id.*

Dixon does not dispute being properly served with process at the outset of this case, does not dispute receiving all hearing notices in this case, and does not dispute receiving notice of entry of all orders and judgments in this case. Dixon does not dispute the validity of the Order of Reference granting jurisdiction to both Masters. Because there is no dispute that Judge Drew and Judge Kirven had personal and subject matter jurisdiction at the time of the entry of the Judgment of Foreclosure and Sale, the subsequent Supplemental Orders Post Judgment, and the Order of Deficiency Judgment, Dixon is not entitled to relief pursuant to Rule 60(b)(4).

4. Dixon is not entitled to relief under Rule 60(b)(5).

Likewise, Dixon is not entitled to relief from judgment under the rarely-applied "no longer equitable" provision of Rule 60(b)(5).

"Because our appellate courts have not definitively addressed Rule 60(b)(5), we have looked to the federal courts' interpretation as our rule is similar to the federal rule." *Auto-Owners*

Ins. Co. v. Rhodes, 405 S.C. 584, 594, 748 S.E.2d 781, 786 (2013). “Our research reveals that this rule has limited application and has rarely been applied.” *Id.* (citing 11 Charles Alan Wright, Arthur R. Miller, & Mary Kay Kane, Federal Practice and Procedure § 2863 (3d ed. Supp. 2012) (identifying cases where relief has been granted and denied based on Rule 60(b)(5) and stating, this ground is “rarely” relied upon as a basis to allow relief from judgment)).

All of the points previously discussed—the untimeliness of Dixon’s motion, the lack of a meritorious defense, the lack of any mistake or inadvertence by Judge Kirven in not recusing himself, the prejudice that Plaintiff would incur—refute any argument that it would be inequitable for Dixon to be bound by all of the judgments and orders entered in this case.

Finally, since Dixon’s motion is based solely on Judge Kirven’s involvement in this matter, it strains logic to find a basis for setting aside the Judgment of Foreclosure and Sale of Judge Drew which was entered on November 25, 2015, or the first supplemental order entered by Judge Drew on May 17, 2016. Judge Kirven’s involvement in the case had absolutely nothing to do with either of those orders. Therefore, the fullest extent of any relief that could be granted to Dixon would be to vacate or set aside any actions taken by Judge Kirven—the second, third, and fourth supplemental orders, the Report of Sale, the Order of Deficiency Judgment, and the Writ of Assistance. However, even if these actions were vacated, it appears the matter would be left in the same posture as existed on June 30, 2016, when Judge Kirven arrived on the bench with Dixon’s liability fully adjudicated, a Judgment of Foreclosure and Sale already entered, a sale date in place, and the subject property ready to proceed to sale. Therefore, granting Dixon’s motion would be futile.

Conclusion

For the foregoing reasons, Defendant Doris J. Dixon’s Motion for Relief from Judgment/Order is denied.

AND IT IS SO ORDERED.

[Court’s signature page to follow]



Anderson Common Pleas

Case Caption: Deutsche Bank National Trust Company VS Doris J Dixon ,
defendant, et al

Case Number: 2015CP0401518

Type: Order/Relief

So Ordered

s/ J. Cordell Maddox Jr.

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STATE OF SOUTH CAROLINA

COUNTY OF ANDERSON

Deutsche Bank National Trust Company, as
Certificate Trustee on behalf of Bosco Credit
II Trust Series 2010-1,

Plaintiff,

v.

Doris J. Dixon; Anmed Health,

Defendants.

IN THE COURT OF COMMON PLEAS

DOCKET NO. 2015-CP-04-01518

ORDER SETTING TERMS OF
SUPERSEDEAS BOND AND
CONDITIONS OF APPELLATE STAY

This matter came before the Court at a hearing on January 12, 2021, on the Motion for Stay Pending Appeal of Defendant Doris J. Dixon (“Dixon”), which asked the Court to stay the enforcement of the Writ of Assistance in this case during the pendency of her appeal to the South Carolina Court of Appeals.

S.C. Code Ann. § 18-9-170 controls the disposition of Dixon’s motion for an appellate stay and provides in part:

If the judgment appealed from direct the sale or delivery of possession of real property, the execution of the judgment shall not be stayed unless a written undertaking be executed on the part of the appellant, with two sureties, to the effect that during the possession of such property by the appellant he will not commit or suffer to be committed any waste thereon and that if the judgment be affirmed he will pay the value of the use and occupation of the property from the time of the execution of the undertaking until the delivery of possession thereof pursuant to the judgment, not exceeding a sum to be fixed by a judge of the court by which judgment was rendered and which shall be specified in the undertaking. When the judgment directs the sale of land to satisfy a mortgage thereon or other lien, the undertaking shall provide that in case the judgment appealed from be affirmed and the land be finally sold for less than the judgment debt and costs then the appellant shall pay for any waste committed or suffered to be committed on the land and shall pay a reasonable rental value for the use and occupation of the land from the time of the execution of the undertaking to the time of the sale, but not exceeding the amount of such deficiency, which sum shall be duly entered as a payment on the judgment...

S.C. Code Ann. § 18-9-170. The Court has discretion to “limit such security to the amount of less than fifty thousand dollars in the cases mentioned in Sections ... 18-9-170, when it would otherwise, according to those sections, exceed that sum.” S.C. Code Ann. § 18-9-190.

An appellant can make a lump sum cash deposit with the Court in the amount of the bond in lieu of the written undertaking required by § 18-9-170. S.C. Code Ann. § 15-1-250 (“Whenever it shall be necessary for a party to any action or proceeding to give a bond or an undertaking with surety or sureties he may, in lieu thereof, deposit with the officer or into the court, as the case may require, money to the amount for which the bond or undertaking is to be given.”).

Under these authorities, Dixon is not entitled to a stay of the enforcement of the Writ of Assistance pending appeal absent the filing of a supersedeas bond with two sureties at an amount set by this Court or depositing its cash equivalent with the Clerk of Court’s office.

In light of the amount of the unsatisfied deficiency judgment against Dixon in this case, and weighing the interests of both Plaintiff and Dixon, the Court finds that \$15,000 is a reasonable rental value for the use and occupation of the property by Dixon for the expected duration of the appeal, but that Plaintiff should have the right to seek an increase in the bond amount depending upon the speed at which Dixon’s appeal progresses.

IT IS THEREFORE ORDERED THAT:

1. Within 30 days of the entry of this Order, Dixon shall either:
 - a. File a bond in the amount of \$15,000 with two sureties thereon that satisfies the requirements of S.C. Code Ann. § 18-9-170; or
 - b. Deposit the amount of \$15,000 with the Anderson County Clerk of Court, which the Clerk of Court is hereby ordered to hold pending further order of the Court upon remittitur from the South Carolina Court of Appeals;
2. Upon Dixon’s compliance with Paragraph 1 above, Plaintiff and/or its agents or assigns shall be stayed from seeking enforcement of the Writ of Assistance during the pendency of Dixon’s current appeal;
3. Plaintiff is granted leave to motion the Court to increase the bond amount set herein after a period of 6 months from the entry of this Order if it is unsatisfied with the progress of Dixon’s appeal; and

4. If Dixon fails to either file the bond or deposit its cash equivalent as required by Paragraph 1, then Plaintiff, or its agents or assigns, may immediately proceed with enforcement of the Writ of Assistance, seeking a new Writ of Assistance, and/or carrying out any acts necessary and incident to the eviction of Dixon and any occupants from the subject property. During the 30-day period set forth in Paragraph 1, Plaintiff shall not in any event attempt to enforce the Writ of Assistance.

AND IT IS SO ORDERED.

[Court's signature page to follow]



Anderson Common Pleas

Case Caption: Deutsche Bank National Trust Company VS Doris J Dixon , defendant,
et al
Case Number: 2015CP0401518
Type: Order/Supersedeas

S/R. LAWTON McINTOSH

S/R.LAWTON McINTOSH

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STATE OF SOUTH CAROLINA

COUNTY OF ANDERSON

Deutsche Bank National Trust Company, as
Certificate trustee on behalf of Bosco Credit II
Trust Series 2010-1,

Plaintiff,

v.

Doris J. Dixon; Anmed Health;

Defendant(s).

(010023-00200)

IN THE COURT OF COMMON PLEAS

DOCKET NO. 15-CP-04-1518

JUDGMENT OF FORECLOSURE AND SALE
Deficiency Judgment Demanded against Doris J.

Dixon

A TRUE COPY

NOV 25 2015

Richard X. Hinely
CLERK OF COURT

John J. Hearn, Esquire
Attorney for the Plaintiff

Steven Kirven, Esquire
Attorney for Anmed Health

A hearing was held November 23, 2015 at 02:00 PM. Evidence was presented, which is reported herewith, and from the evidence, I find and conclude as follows:

FINDINGS OF FACT:

1. The Lis Pendens was filed on June 24, 2015.
2. The Summons and Complaint were filed on June 24, 2015.
3. Service was made upon all Defendant(s) as shown by the proof(s) of service filed herein.
4. The Defendant(s) Doris J. Dixon is in default.
5. The Defendant(s) Doris J. Dixon is not in the Military Service of the United States of America, as contemplated under The Servicemembers Civil Relief Act, 50 U.S.C. § 501 et. seq. as shown by affidavit, certificate or order filed herein.
6. No Defendant raised any issues related to Plaintiff's standing to prosecute this action.
7. Pursuant to the South Carolina Supreme Court Administrative Order 2009-

05-22-01dated May 22, 2009, the Plaintiff set forth its belief in its Complaint or by Affidavit, which is already of record in this case, that the mortgage loan which is the subject of this foreclosure action is not eligible for modification pursuant to the terms of the Home Affordable Modification Program (HMP). Pursuant to the South Carolina Supreme Court Administrative Order dated May 22, 2009, Plaintiff's attorney has not received a counter affidavit from any Defendant(s).

8. Attorney for the Plaintiff has fully complied with the South Carolina Supreme Court Administrative Order 2011-05-02-01 dated May 2, 2011.

9. Anmed Health filed an answer through their attorney, Steven Kirven.

10. All Pro Se Defendant(s) and all attorneys of record were notified of the time, date, and place of the hearing by letter and certificate of mailing of record herein.

11. Doris J. Dixon for value received, made, executed and delivered a(n) Fixed Rate Note dated June 15, 2006 promising thereby to pay to Plaintiff or its predecessor the sum of \$17,800.00 with interest at 12.79% per annum. Other terms and conditions are stated in the Fixed Rate Note, of record herein.

12. To better secure the payment of the Fixed Rate Note described above, Doris J. Dixon made, executed, and delivered to Mortgage Electronic Registration Systems, Inc. as nominee for Decision One Mortgage Company, LLC, its successors and assigns a certain real estate Mortgage in writing, dated June 15, 2006 covering real property in Anderson County, which is the same as that described in the Complaint. This Mortgage was filed on July 5, 2006, and is of record in the Office of RMC/ROD in Book 7452 at Page 227. Subsequently, this Mortgage was assigned unto Franklin Credit Management Corp. by assignment dated August 14, 2006 and recorded September 20, 2006 in Book 7599 at Page 124, and by assignment dated August 17, 2015 and recorded November 2, 2015 in book 12054 at page 202. Subsequently the mortgage was assigned unto Deutsche Bank National Trust Company, as certificate trustee on behalf of Bosco Credit II Trust Series 2010-1 by assignment dated August 10, 2015 and recorded November 2, 2015 in book 12054 at page 204.

13. This Mortgage constitutes a second priority lien on the subject property, subject only to ad valorem taxes or other liens given priority by statute.

14. Plaintiff has the legal right to enforce the negotiable instrument secured by the Mortgage and is the real party in interest as defined by Rule 17(a) of the South Carolina Rules of Civil Procedure.

15. Plaintiff established that the Note is in default for failure to make the March 15, 2013 and all subsequent payments.

16. Payment due on the Fixed Rate Note was not made as provided for therein, and Plaintiff, as the holder or nominee for the holder thereof, elected to require immediate payment of the

entire amount due thereon and placed the Fixed Rate Note and Mortgage in the hands of the attorney herein for remedy by foreclosure.

17. The sum of \$2,285.00 is a reasonable fee to allow Plaintiff's counsel for services performed and anticipated to be performed until final adjudication of this action, under the terms of the Fixed Rate Note and Mortgage. This fee is likewise reasonable based on the time necessarily devoted to representation of Plaintiff during the several month course of these proceedings. The services of counsel performed for Plaintiff, which include the number and types of pleadings and documents prepared, the incumbent liabilities, and the difficulties involved in this particular case also support the fee awarded. The fee is also reasonable given the professional standing of Plaintiff's counsel and their experience in handling foreclosure matters. The fee awarded herein is also reasonable in light of the fees customarily awarded by this court for similar services in this locality. Moreover, the efforts of Plaintiff's counsel have had the beneficial result of a prompt foreclosure of the Mortgage. Services anticipated to be performed until final adjudication contemplate completion of this matter within a reasonable time and does not include exceptional circumstances delaying conclusion beyond the normal time. Plaintiff has advanced \$1,825.00 to its counsel as partial payment of the attorney fee and this amount appears in Plaintiff's advances.

18. According to Plaintiff's accounting, after all payments received by Plaintiff have been credited to the subject loan, the amount due and owing on the Fixed Rate Note, with interest at the rate provided in the Fixed Rate Note, advances made by Plaintiff, and other costs and expenses of the action, including a reasonable attorney fee, all secured by the Fixed Rate Note and Mortgage, is as follows:

(a)	Principal due March 15, 2013	\$17,264.83
(b)	Interest from February 15, 2013 through October 30, 2015 at 12.79% per annum	\$5,979.07
	Interest from October 31, 2015 through November 23, 2015 at 12.79% per annum	\$145.20
(c)	Allowable Advances (Escrow advances, corporate charges, paid attorney fees, paid costs and expenses from the foreclosure action, and/or other charges)	\$12,461.44
(d)	Outstanding Costs of collection prior to hearing (service, filing, etc.)	\$185.00
(e)	Attorney fee (awarded herein, but unpaid)	\$460.00
	TOTAL debt secured by Fixed Rate Note and Mortgage, including interest to date shown	\$33,495.54

Interest shall accrue to the above stated "Total Debt" after the date of judgment at the rate of 12.79% per annum (pursuant to the terms of the Fixed Rate Note and second Mortgage). Accrued interest shall be added to the "Total Debt" and shall comprise the amount of the Plaintiff's debt secured by the second Mortgage through the date to which such interest is computed.

19. Plaintiff is seeking the usual foreclosure of the second mortgage and has expressly demanded the right to a personal or deficiency judgment pursuant to S.C. Code Ann. §29-3-660 demanded against Doris J. Dixon. The Plaintiff may waive any of its rights, including its right to a personal or deficiency judgment, at any time prior to the foreclosure sale.

20. The following Defendant(s) may claim a subordinate lien upon or subordinate legal interest in the subject property and in the event there is a surplus from the sale of the subject property, these Defendant(s) may present through any such lien or legal interest a claim to the surplus at a hearing subsequent to the sale, in accordance with Rule 71(c) South Carolina Rules of Civil Procedure. The said Defendant(s) and such liens or legal interests are as follows:

a. Anmed Health, by virtue of a judgment against Steve M. Dixon and Doris Dixon in the amount of \$73,594.00, dated August 26, 2013 and recorded on August 27, 2013 in Judgment Roll No. 2013-CP-04-1273.

IT IS THEREFORE ORDERED:

21. Plaintiff has fully complied with The South Carolina Supreme Court Administrative Orders 2009-05-22-01 dated May 22, 2009 and 2011-05-02-01 dated May 2, 2011, and the foreclosure action may proceed.

22. There is due on the Fixed Rate Note and second Mortgage set forth in the Complaint the sum of \$33,495.54, as set out in the Findings of Fact *supra*, together with interest at the rate provided therein on the balance of principal from the date aforesaid to the date hereof.

23. Plaintiff shall have judgment demanded against Doris J. Dixon. The Plaintiff may waive any of its rights, including its right to a personal or deficiency judgment, at any time prior to the foreclosure sale.

24. The amount due in the preceding paragraph (the "Final Total Debt" as set out in the Findings of Fact *supra*) shall accrue interest at the rate of the respective note rate(s) per annum and together with such interest shall constitute the total judgment debt due Plaintiff.

25. The amount of the judgment shall be subject to increase to permit Plaintiff to recover additional costs, commissions, and expenses not included in the minimum deposit previously made in compliance with S.C. Code Ann. §14-11-310 (1976). It may also increase to include supplemental compensation for attorneys' services not contemplated by the initial fee award. Jurisdiction over the fee award and total debt is reserved to facilitate the assessment and payment of any such costs or supplemental compensation. Such additional costs, commissions and expenses may be established by affidavit and shall be adjudicated by the court without further hearing.

26. The Defendant(s) liable for the aforesaid judgment debt of the Fixed Rate Note and Mortgage including interest at the rate of 12.79% per annum shall pay on or before the date of sale of the property hereinafter described, to Plaintiff or Plaintiff's attorney the amount of Plaintiff's debt as aforesaid, including with the costs and disbursements of this action.

27. On default of payment at or before the time of the sale of the property, the mortgaged property described hereinafter shall be sold by the below signed Master in Equity or Special Referee or other court-appointed or designated agent or auctioneer at public auction at the Anderson County Courthouse, in the City of Anderson, and State of South Carolina on a sales day determined by the below signed Master in Equity or Special Referee, on the following terms:

a. For cash or its equivalent: An immediate deposit of 5% is required on the amount of the bid . The deposit will be applied to the purchase price when total compliance is made. In the event compliance is not made, the deposit shall be forfeited without further hearing and applied first to costs and expense of the action and then to plaintiff's debt. Should the successful bidder at the regularly conducted sale fail or refuse either to make the required deposit at time of bid or to comply with the other terms of the bid within 30 days, then the property may be re-sold on the same terms and conditions on the same or some subsequent sales day and at the risk of the defaulting bidder.

b. Interest on the balance of the bid after the deposit is applied shall be paid through the day of compliance at the Note rate of 12.79%.

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

d. Purchaser shall pay for any statutory commission on sale from the proceeds of the final bid amount.

e. Purchaser to pay for deed preparation, costs of recording the deed, and transfer taxes on the deed.

f. Purchaser shall be entitled to possession of the premises only after Purchaser fully complies with the bid amount and a deed is issued by the Master in Equity or

Special Referee.

28. Personal or deficiency judgment having been demanded, the sale will remain open for thirty (30) days pursuant to S.C. Code Ann. Sec. 15-39-720 (1976).

29. Plaintiff may waive any of its rights, including its right to a deficiency judgment in accordance with Rule 71, of the South Carolina Rules of Civil Procedure, prior to sale.

30. The Master in Equity will give notice of the time and place of the sale by advertisement according to law and the terms thereof by advertisement according to law and will execute to the Purchaser a deed to the property sold. Plaintiff or any other party to this action may become a purchaser at such sale. If, upon such sale being made, the Purchaser should fail to comply with the terms thereof within 30 days after date of sale, 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.

31. 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 same 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.

32. If Plaintiff is the successful bidder at the said sale for a sum not exceeding the amount of costs and expenses of the sale, plus 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.

33. The Master in Equity will apply the proceeds of the sale as follows:

FIRST: To the payment of the permitted costs, charges, and expenses of this action, including any Guardian ad Litem fee, Servicemember Civil Relief Act attorney fee, or any other attorney's awarded under this or any other Order of this Court;

NEXT: To the payment to 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; and the Plaintiff's attorney shall receive and disburse such funds only in absolute compliance with Plaintiff's principal, interest allowable advances, and related calculations of this Court, including the Court's award for attorney fees, court permitted charges and taxable costs pursuant to Rules 54 and 71 of the South Carolina Rules of Civil Procedure and the terms of the Note and Mortgage; After crediting the proceeds of sale, net of any commission on sale, an Order for Deficiency Judgment shall be entered without further notice or hearing.

NEXT: Any surplus will be held pending further Order of the Court as provided for in the South Carolina Rules of Civil Procedure, particularly Rule 71(c) of the South Carolina Rules of Civil Procedure.

34. In the event the successful bidder is someone other than the Defendant(s) in possession of the subject property, the Sheriff of Anderson County is ordered and directed to eject and remove from the property the occupant(s) of the property sold, together with all personal property located thereon, and put the successful bidder or his assigns in full, quiet, and peaceable possession of said property without delay, and to keep said successful bidder or his assigns in such peaceable possession.

35. In the event the successful bidder is 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 in said property, 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 personal property on the public street or highway or by any other means.

36. The Defendant(s) named herein, and all persons whosoever claiming under Defendant(s), is forever barred and foreclosed of all right, title, interest, equity of redemption or lien in the said mortgaged property so sold, or any part thereof.

37. In accordance with Rule 77(d), of the South Carolina Rules of Civil Procedure, the Clerk of Court shall serve a notice of entry of this Judgment of Foreclosure upon all parties not in default for failure to appear in this action.

38. The deed of conveyance made pursuant to the foreclosure sale shall contain the names of only the first-named Plaintiff and the first-named Defendant(s), and the Defendant(s) who was/were the titleholder(s) of the mortgaged property at the time of the filing of the notice of pendency of the within action, and the name of the grantee. The Register of Deeds/Clerk of Court is authorized to omit from the indices pertaining to such conveyance the names of all parties not contained in said deed.

39. 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.

40. The following is a description of the property herein ordered to be sold:
All that piece, parcel, or lot of land, situate, lying and being in Anderson County, State of South Carolina, being known and designated as Lot Number Eleven (11), Broadview Subdivision, being more fully described on plat prepared by Nu-South Surveying, Inc. Earl B. O'Brien, Reg. LS. #10755, dated 07/26/95, recorded in the Register of Deeds Office for Anderson County, in Plat Slide/Book 110, at Page 177. Reference is hereby made to said plat for a more complete description of metes and bounds thereof.

This being the same property conveyed to Doris J. Dixon by deed of LWood Management LLC dated June 15, 2006 and recorded July 5, 2006 in Book 7452 at Page 209.

Property Address: 122 Terrace Lane
Anderson, SC 29621

TMS# 178-14-03-025

/s/ Ellis B. Drew, Jr.
Ellis B. Drew, Jr.

Master in Equity

11-23, 2015
Anderson, South Carolina

STATE OF SOUTH CAROLINA

COUNTY OF ANDERSON

Deutsche Bank National Trust Company, as
Certificate trustee on behalf of Bosco Credit II
Trust Series 2010-1,

Plaintiff,

v.

Doris J. Dixon; Anmed Health;

Defendant(s).

IN THE COURT OF COMMON PLEAS

DOCKET NO. 2015CP0401518

ORDER FOR DEFICIENCY JUDGMENT
AGAINST
Doris J. Dixon

in favor of
Bosco Credit II, LLC
for
\$28,280.08

(010023-00200)

1. Pursuant to Order of Court and after due notice and advertisement, the Master in Equity sold the subject property to the Plaintiff for the sum of \$18,765.00, that amount being the highest bid made on Sales Day February 6, 2018, which according to statute became final on March 8, 2018; subsequently the Plaintiff assigned its bid as well as all of its rights in and to the Deficiency Judgment unto Bosco Credit II, LLC.

2. Pursuant to the Judgment of Foreclosure and Sale filed in this action, Plaintiff was awarded a judgment against Doris J. Dixon in the amount of \$46,027.75, together with interest thereon at the rate of 12.79% per annum; subject, to Plaintiff's right to a deficiency judgment pursuant to S.C. Code Ann. § 29-3-660.

3. The Plaintiff has submitted its Affidavit of Additional Costs in the amount of \$1,017.33, which I find to constitute proper expenses to be added to the aforesaid judgment amount.

4. I find that, as of March 8, 2018, the sum of Plaintiff's additional costs \$1,017.33 and the judgment amount \$46,027.75 total \$47,045.08. After crediting the proceeds of sale (\$18,765.00), I find that there is a difference due Plaintiff in the amount of \$28,280.08,

which amount constitutes the deficiency as provided by the Judgment of Foreclosure and Sale and S.C. Code Ann. § 29-3-660.

NOW THEREFORE, IT IS ORDERED that the total deficiency judgment in the amount of \$28,280.08 shall be entered against the Defendant(s) Doris J. Dixon, with interest accruing from March 8, 2018 at the rate of 12.79%, in favor of Bosco Credit II, LLC.

Judgment of Foreclosure	\$46,027.75
Additional Costs After Judgment	<u>\$1,017.33</u>
Total Judgment	\$47,045.08
Less Proceeds of Sale	<u>\$18,765.00</u>

Total Deficiency Judgment	\$28,280.08
----------------------------------	--------------------

JUDGE'S SIGNATURE PAGE TO FOLLOW

FORM 4

STATE OF SOUTH CAROLINA
COUNTY OF ANDERSON
IN THE COURT OF COMMON PLEAS

JUDGMENT IN A CIVIL CASE

CASE NO. 2015CP0401518

Deutsche Bank National Trust Company, as Certificate
trustee on behalf of Bosco Credit II Trust Series 2010-1

Doris J. Dixon; Anmed Health;

PLAINTIFF(S)

DEFENDANT(S)

Submitted by: Robert P. Davis (SC Bar #74030), Andrew W. Montgomery (SC Bar #79893), John J. Hearn (SC Bar # 6635); Kevin T. Brown (SC Bar # 064236); Jason D. Wyman (SC Bar# 100271); John P. Fetner (SC Bar# 77460); Clark Dawson (SC Bar# 101714)
Attorneys for the Plaintiff
Rogers Townsend & Thomas, PC
100 Executive Center Drive, Suite 201
Post Office Box 100200
Columbia, SC 29202
(803) 744-4444
(803) 343-7013 - Fax
info@rtt-law.com

Attorney for : ☒ Plaintiff ☐ Defendant
or
☐ Self-Represented Litigant

DISPOSITION TYPE (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), SCRCPP; ☐ Rule 41(a), SCRCPP (Vol. Nonsuit); ☐ Rule 43(k), SCRCPP (Settled); ☐ Other _____
- ☐ **ACTION STRICKEN** (*CHECK REASON*): ☐ Rule 40(j), SCRCPP; ☐ Bankruptcy; ☐ Binding arbitration, subject to right to restore to confirm, vacate or modify arbitration award; ☐ Other _____
- ☐ **STAYED DUE TO BANKRUPTCY**
- ☐ **DISPOSITION OF APPEAL TO THE CIRCUIT COURT** (*CHECK APPLICABLE BOX*):
☐ Affirmed; ☐ Reversed; ☐ Remanded; ☐ Other _____

NOTE: ATTORNEYS ARE RESPONSIBLE FOR NOTIFYING LOWER COURT, TRIBUNAL, OR ADMINISTRATIVE AGENCY OF THE CIRCUIT COURT RULING IN THIS APPEAL.

IT IS ORDERED AND ADJUDGED: ☒ See attached order (formal order to follow) ☐ Statement of Judgment by the Court: _____

ORDER INFORMATION

This order ☒ ends ☐ does not end the case.

Additional Information for the Clerk : _____ An Order of Deficiency Judgment will be entered and filed herewith.

INFORMATION FOR THE PUBLIC INDEX

Complete this section below when the judgment affects title to real or personal property or if any amount should be enrolled. If there is no judgment information, indicate "N/A" in one of the boxes below.

Judgment in Favor of (List name(s) below)	Judgment Against (List name(s) below)	Judgment Amount To be Enrolled (List amount(s) below)
--	--	--

Bosco Credit II, LLC	Doris J. Dixon	\$28,280.08
		\$
		\$
If applicable, describe the property, including tax map information and address, referenced in the order: All that piece, parcel, or lot of land, situate, lying and being in Anderson County, State of South Carolina, being known and designated as Lot Number Eleven (11), Broadview Subdivision, being more fully described on plat prepared by Nu-South Surveying, Inc. Earl B. O'Brien, Reg. LS. #10755, dated 07/26/95, recorded in the Register of Deeds Office for Anderson County, in Plat Slide/Book 110, at Page 177. Reference is hereby made to said plat for a more complete description of metes and bounds thereof. This being the same property conveyed to Doris J. Dixon by deed of LWood Management LLC dated June 15, 2006 and recorded July 5, 2006 in Book 7452 at Page 209. 178-14-03-025 122 Terrace Lane, Anderson, SC 29621		

The judgment information above has been provided by the submitting party. Disputes concerning the amounts contained in this form may be addressed by way of motion pursuant to the SC Rules of Civil Procedure. Amounts to be computed such as interest or additional taxable costs not available at the time the form and final order are submitted to the judge may be provided to the clerk. **Note: Title abstractors and researchers should refer to the official court order for judgment details.**

Circuit Court Judge/Master in Equity/Special Referee

Judge Code

Date

For Clerk of Court Office Use Only

This judgment was entered on the _____ day of _____, 20____ and a copy mailed first class or placed in the appropriate attorney's box on this _____ day of _____, 20____ to attorneys of record or to parties (when appearing pro se) as follows:

John J. Hearn (SC Bar # 6635)

Rogers Townsend & Thomas, PC

P.O. Box 100200

Columbia, SC 29202-3400

ATTORNEY(S) FOR THE PLAINTIFF(S)
010023-00200

ATTORNEY(S) FOR THE DEFENDANT(S)

CLERK OF COURT

Doris J. Dixon
122 Terrace Lane
Anderson, SC 29621

Doris J. Dixon
122 Terrace Lane
Anderson, SC 29621

William E. Phillips
P.O. Box 4210
Anderson, SC 29622
Attorney for Anmed Health

Court Reporter: Karen T. Senn



Anderson Common Pleas

Case Caption: Deutsche Bank National Trust Company VS Doris J Dixon ,
defendant, et al

Case Number: 2015CP0401518

Type: Master/Order/Deficiency Judgment and Form 4

And it is so ordered

s/ Steven C. Kirven, Master in Equity, #3081

Electronically signed on 2018-05-07 15:06:12 page 5 of 5

STATE OF SOUTH CAROLINA

COUNTY OF ANDERSON

Deutsche Bank National Trust Company, as
Certificate trustee on behalf of Bosco Credit II
Trust Series 2010-1,

Plaintiff,

v.

Doris J. Dixon; Anmed Health;

Defendant(s).

(010023-00200)

IN THE COURT OF COMMON PLEAS

DOCKET NO.

2015-CP-04-01578

SUMMONS

(NON-JURY)

FORECLOSURE OF REAL ESTATE

MORTGAGE

Deficiency Judgment Demanded

FILED-CLERK'S OFFICE
ANDERSON SC
2015 JUN 24 AM 11:21
COMMON PLEAS AND
GENERAL SESSIONS

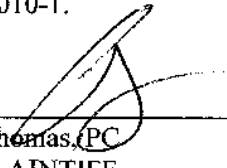
TO THE DEFENDANT(S) ABOVE NAMED:

YOU ARE HEREBY SUMMONED and required to appear and defend by answering the Complaint in this action, of which a copy is herewith served upon you, and to serve a copy of your Answer on the subscribers at their offices, 220 Executive Center Drive, Suite 109, Post Office Box 100200, Columbia, South Carolina 29202, within thirty (30) days after the service hereof, exclusive of the day of such service, except that the United States of America, if named, shall have sixty (60) days to answer after the service hereof, exclusive of the day of such service; and if you fail to do so, judgment by default will be rendered against you for the relief demanded in the Complaint.

YOU WILL ALSO TAKE NOTICE that Plaintiff will move for an order of reference or that the Court may issue a general order of reference of this action to a master in equity/special referee, pursuant to Rule 53, of the South Carolina Rules of Civil Procedure.

TO MINOR(S) OVER FOURTEEN YEARS OF AGE, AND/OR TO MINOR(S) UNDER FOURTEEN YEARS OF AGE AND THE PERSON WITH WHOM THE MINOR(S) RESIDES, AND/OR TO PERSONS UNDER SOME LEGAL DISABILITY:

YOU ARE FURTHER SUMMONED AND NOTIFIED to apply for the appointment of a guardian ad litem within thirty (30) days after the service of this Summons and Notice upon you. If you fail to do so, application for such appointment will be made by Deutsche Bank National Trust Company, as Certificate trustee on behalf of Bosco Credit II Trust Series 2010-1.



Rogers Townsend & Thomas, PC
ATTORNEYS FOR PLAINTIFF

Robert P. Davis (SC Bar #74030)

Andrew W. Montgomery (SC Bar #79893)

H. Guyton Murrell (SC Bar # 064134)

~~John J. Hearn (SC Bar # 6635)~~

Kevin T. Brown (SC Bar # 064236)

Nikole Haltiwanger (SC Bar # 70491)

Jason D. Wyman (SC Bar # 100271)

Ashley M. Wheeling-Goodson (SC Bar # 101423)

220 Executive Center Drive
Columbia, SC 29210

Post Office Box 100200 (29202)
(803) 744-4444

Columbia, South Carolina
June 23, 2015

STATE OF SOUTH CAROLINA

COUNTY OF ANDERSON

Deutsche Bank National Trust Company, as
Certificate trustee on behalf of Bosco Credit II
Trust Series 2010-1,

Plaintiff,

v.

Doris J. Dixon; Anmed Health;

Defendant(s).

(010023-00200)

IN THE COURT OF COMMON PLEAS

DOCKET NO.

2015CP-04-01578

COMPLAINT

(NON-JURY)

FORECLOSURE OF REAL ESTATE
MORTGAGE
Deficiency Judgment Demanded

FILED CLERK'S OFFICE
ANDERSON SC
2015 JUN 24 PM 11:22
COMMON PLEAS AND
GENERAL SESSIONS

The Plaintiff alleges:

1. This is an action for the foreclosure of a mortgage upon certain real estate in Anderson County, South Carolina.
2. Pursuant to S.C. Code Section 33-15-101(b)(8) Plaintiff is a corporation or other legal entity collecting debts and / or enforcing mortgages, security interests or other rights in property securing debts.
3. Plaintiff has the legal right to enforce the negotiable instrument secured by the Mortgage and is the real party in interest as defined by Rule 17(a) of the South Carolina Rules of Civil Procedure.
4. The Plaintiff's servicing agent for the mortgage loan described in this foreclosure action is participating in the Home Affordable Modification Program ("HMP"), but the subject loan is not eligible for modification because the loan is not a first lien mortgage.
5. Some lien on or interest in the real estate, the subject of this action, may be claimed by the Defendant(s) herein.
6. The Defendant(s) herein described as judgment creditors have by filing said judgments designated their attorney entering the judgment as their agent for service of process under the provisions of Section 15-35-840 of the Code of Laws of South Carolina (1976).
7. Heretofore, on or about June 15, 2006, Doris J. Dixon made, executed and

delivered unto Mortgage Electronic Registration Systems, Inc. as nominee for Decision One Mortgage Company, LLC, its successors and assigns a certain Fixed Rate Note ("Note") in the principal sum of \$17,800, payable in monthly installments of principal and interest of \$.

8. In order to secure the payment of the Note according to the terms and conditions thereof, Doris J. Dixon made, executed and delivered unto Mortgage Electronic Registration Systems, Inc. as nominee for Decision One Mortgage Company, LLC, its successors and assigns a certain real estate mortgage ("Mortgage") covering the following described property:

All that piece, parcel, or lot of land, situate, lying and being in Anderson County, State of South Carolina, being known and designated as Lot Number Eleven (11), Broadview Subdivision, being more fully described on plat prepared by Nu-South Surveying, Inc. Earl B. O'Brien, Reg. L.S. #10755, dated 07/26/95, recorded in the Register of Deeds Office for Anderson County, in Plat Slide/Book 110, at Page 177. Reference is hereby made to said plat for a more complete description of metes and bounds thereof.

This being the same property conveyed to Doris J. Dixon by deed of LWood Management LLC dated June 15, 2006 and recorded July 5, 2006 in Book 7452 at Page 209.

Property Address: 122 Terrace Lane
Anderson, SC 29621

TMS# 178-14-03-025

9. The Mortgage was signed, witnessed and probated June 15, 2006; thereafter the Mortgage was recorded in the office of the RMC/ROD for Anderson County on July 5, 2006, in Mortgage Book 7452 at Page 227. ; Subsequently, this Mortgage was assigned unto Franklin Credit Management Corp. by assignment dated August 14, 2006 and recorded September 20, 2006 in Book 7599 at Page 124.

10. The Mortgage evidences and secures the repayment of money advanced by the mortgagee to, or on behalf of, the mortgagor(s) and constitutes a second lien on the mortgaged premises.

11. Mortgage Electronic Registration Systems, Inc. as nominee for Decision One Mortgage Company, LLC, its successors and assigns is the owner and holder of a mortgage given by Doris J. Dixon in the amount of \$71,200.00, dated June 15, 2006, and recorded July 5, 2006, in Book 7452 at Page 212. Upon information and belief, said lien is senior to the lien being foreclosed herein.

12. After all payments received by the Plaintiff have been credited to the subject loan, the loan is in default and due for March 15, 2013, and the conditions of the Note and Mortgage have been broken and the Plaintiff elects to and does declare the entire balance of said indebtedness due and payable, and that there is due on the Note and Mortgage as of March 15, 2013, the principal sum of \$17,264.83, with interest from February 15, 2013, advances, late charges, and also for the costs and disbursements of this action, including attorney's fees.

13. Pursuant to South Carolina Code Sections 29-3-650 and 29-3-660, Plaintiff specifically demands or reserves its right to a personal or deficiency judgment, unless heretofore or hereafter released, against the Notemaker(s) hereby obligated for the above-described debt.

14. Pursuant to the terms of the Mortgage, Plaintiff has employed counsel to prosecute this action and a reasonable value of services of counsel in this action is the sum as the court may find reasonable.

15. Plaintiff may be forced to pay sums for taxes and insurance and costs for securing the property, which sums, according to the terms of the Mortgage, should be added to the amount of the debt.

16. Pursuant to the terms of the Mortgage and applicable state law, Plaintiff request the mortgage be foreclosed and that the property be sold at public auction in accordance with law, subject to any liens for taxes, special assessments of record against such property, and existing easements or restrictions of record.

17. The hereinafter named Defendant(s) may have some interest in or lien upon the premises covered by the Mortgage set forth above, or some part thereof, but that such interests or liens are junior and subsequent to the lien of the Plaintiff's Mortgage or, if specified below, have been paid in full and either should be satisfied of record or the lien released from the subject real estate. Said liens or interests are of record in the Office of the RMC or Clerk of Court of the aforesaid county and are described as follows:

A. Anmed Health, by virtue of a judgment against Steve M. Dixon and Doris Dixon in the amount of \$73,594.00, dated August 26, 2013 and recorded on August 27, 2013 in Judgment Roll No. 2013-CP-04-1273. Also including any other liens they may have.

~~2~~

WHEREFORE, having fully set forth its Complaint, Plaintiff prays that this Honorable Court inquire into the matters and set forth herein and:

(1) Under the direction of this Court, ascertain and determine the amount due upon the Note and Mortgage held by Plaintiff together with attorney's fees and costs of this action.

(2) Declare Plaintiff's Mortgage a second lien on the subject property superior to all other liens or encumbrances except that of Mortgage Electronic Registration Systems, Inc. as nominee for Decision One Mortgage Company, LLC, its successors and assigns, and render judgment and foreclosure for the amount so found to be due and owing thereon, together with any taxes or insurance premiums which may be due, with reasonable attorney's fees, and for the costs of this action.

(3) Order the reimbursement of all costs for inspecting and securing the property incurred by the Plaintiff as a result of the delinquency.

(4) Appoint a Receiver to collect the rents, issues, profits or designated sums from the mortgagor(s), and/or the grantee(s) of the mortgagor(s), and/or tenant(s) occupying or exercising control over the mortgaged premises and hold the same subject to the further order of this Court.

(5) Under the direction of this Court, sell the mortgaged premises, bar any equity of redemption, and apply the proceeds of sale as follows:

First, to the costs and expenses of the within action and sale;

Second, to the payment and discharge of the amount due on Plaintiff's Note and Mortgage, together with attorney's fees as aforesaid; and

Third, to the distribution of any surplus pursuant to Rule 71, SCRPC.

(6) Issue an order directing the Sheriff of Anderson County, South Carolina, to place the successful purchaser at said foreclosure sale in possession of the property should the same become necessary.

(7) Order such other and further relief as may be just and proper.



Rogers Townsend & Thomas, PC
ATTORNEYS FOR PLAINTIFF

Robert P. Davis (SC Bar #74030)

H. Guyton Murrell (SC Bar # 064134)

Kevin T. Brown (SC Bar # 064236)

Jason D. Wyman (SC Bar # 100271)

Ashley M. Wheeling-Goodson (SC Bar # 101423)

Andrew W. Montgomery (SC Bar #79893)

~~John J. Hearn (SC Bar # 6635)~~

Nikole Haltiwanger (SC Bar # 70491)

220 Executive Center Drive
Columbia, SC 29210

Post Office Box 100200 (29202)
(803) 744-4444

Columbia, South Carolina
June 23, 2015

STATE OF SOUTH CAROLINA

COUNTY OF ANDERSON

Deutsche Bank National Trust Company, as
Certificate trustee on behalf of Bosco Credit II
Trust Series 2010-1,

Plaintiff,

v.

Doris J. Dixon; Anmed Health;

Defendant(s).

(010023-00200)

IN THE COURT OF COMMON PLEAS

DOCKET NO.

2015-CP-04-01518

NOTICE OF FORECLOSURE INTERVENTION
Deficiency Judgment Demanded

FILED-CLERK'S OFFICE
ANDERSON SC
2015 JUN 24 AM 11:22
COMMON PLEAS AND
GENERAL SESSIONS

PLEASE TAKE NOTICE THAT pursuant to the South Carolina Supreme Court Administrative Order 2011-05-02-01, you may have a right to Foreclosure Intervention.

To be considered for any available Foreclosure Intervention, you may communicate with and otherwise deal with the Plaintiff through its law firm, Rogers Townsend & Thomas, PC.

Rogers Townsend & Thomas, PC represents the Plaintiff in this action. Our law firm does not represent you. Under our ethical rules, we are prohibited from giving you any legal advice.

You must submit any requests for Foreclosure Intervention consideration within 30 days from the date you are served with this Notice. **IF YOU FAIL, REFUSE, OR VOLUNTARILY ELECT NOT TO PARTICIPATE IN FORECLOSURE INTERVENTION, THE FORECLOSURE ACTION MAY PROCEED.**

Rogers Townsend & Thomas, PC
ATTORNEYS FOR PLAINTIFF

Robert P. Davis (SC Bar #74030)

H. Guyton Murrell (SC Bar # 064134)

Kevin T. Brown (SC Bar # 064236)

Jason D. Wyman (SC Bar # 100271)

Ashley M. Wheeling-Goodson (SC Bar # 101423)

Andrew W. Montgomery (SC Bar #79893)

John J. Hearn (SC Bar # 6635)

Nikole Haltiwanger (SC Bar # 70491)

220 Executive Center Drive
Columbia, SC 29210

Post Office Box 100200 (29202)
(803) 744-4444

Columbia, South Carolina
June 23, 2015

Request for Foreclosure Intervention

RTT No.: 010023-00200

This document is exchanged exclusively for the purpose of foreclosure intervention pursuant to S.C. Supreme Court Administrative Order 2011-05-02-01.

_____ I am the owner but do not occupy the property.

_____ I am the owner of and occupy the following property as my principal residence: 122 Terrace Lane, Anderson, SC 29621

Is this street address correct? ☐ Yes ☐ No

If Yes, please include proof of occupancy such as a utility bill, military orders, voter registration card, etc.

If No, what is the correct street address: _____

_____ I am actively working with the mortgage company to resolve my mortgage account's delinquency and last spoke with the mortgage company on _____.

_____ I submitted a complete loss mitigation package to the mortgage company on _____.

I am interested in the following type(s) of loss mitigation (please note that you may not qualify for any or all of these foreclosure intervention options):

_____ Payment Plan

_____ Deed in Lieu

_____ Forbearance Agreement

_____ Short Sale

_____ Loan Modification

Other: _____

_____ I elect not to participate in any Foreclosure Intervention.

Contact #'s:

Home: _____

Work: _____

Cellular: _____

Other: _____

May we leave a phone message? At home ☐ Yes ☐ No

On your cellular phone: ☐ Yes ☐ No At work ☐ Yes ☐ No

May we call your cell phone? ☐ Yes ☐ No

May we send you an e-mail message? ☐ Yes ☐ No

Email: _____

PRINT NAME: _____

_____ (Signature) Date: _____

Please note, if you are represented by counsel in the foreclosure action Rogers Townsend & Thomas will only communicate with you through your counsel.

Rogers Townsend and Thomas PC is a debt collector. This is an attempt to collect a debt and any information obtained will be used for that purpose.

STATE OF SOUTH CAROLINA

COUNTY OF ANDERSON

Deutsche Bank National Trust Company, as Certificate trustee on behalf of Bosco Credit II Trust Series 2010-1,

Plaintiff(s)

vs.

Doris J. Dixon, Armed Health;

Defendant(s)

Submitted By: Robert P. Davis (SC Bar #74030), Andrew W. Montgomery (SC Bar #79893); H. Guyton Murrell (SB Bar# 064134); John J. Hearn (SC Bar# 6635); Kevin T. Brown (SC Bar # 064236); Ashley M. Wheeling-Goodson (SC Bar # 101423); Nikole Haltiwanger (SC Bar # 70491); Jason D. Wyman (SC Bar # 100271) Attorneys for the Plaintiff 010023-00200

Rogers Townsend & Thomas, PC
220 Executive Center Drive, Suite 109
Post Office Box 100200
Columbia, SC 29202
(803) 744-4444
(803) 343-7013 - Fax
info@rtt-law.com

NOTE: The cover sheet and information contained herein neither replaces nor supplements the filing and service of pleadings or other papers as required by law. This form is required for the use of the Clerk of Court for the purpose of docketing. It must be filled out completely, signed, and dated. A copy of this cover sheet must be served on the defendant(s) along with the Summons and Complaint.

DOCKETING INFORMATION (Check all that apply)

*If Action is Judgment/Settlement do not complete

- ☐ JURY TRIAL demanded in complaint. ☒ NON-JURY TRIAL demanded in complaint.
☐ This case is subject to ARBITRATION pursuant to the Court Annexed Alternative Dispute Resolution Rules.
☐ This case is subject to MEDIATION pursuant to the Court Annexed Alternative Dispute Resolution Rules.
☒ This case is exempt from ADR. (Proof of ADR/Exemption Attached)

NATURE OF ACTION (Check One Box Below)

Contracts

- ☐ Constructions (100)
☐ Debt Collection (110)
☐ Employment (120)
☐ General (130)
☐ Breach of Contract (140)
☐ Other (199)

Torts - Professional Malpractice

- ☐ Dental Malpractice (200)
☐ Legal Malpractice (210)
☐ Medical Malpractice (220)
Previous Notice of Intent Case #
20__-NI-_____
☐ Notice/File Med Mal (230)
☐ Other (299)

Torts - Personal Injury

- ☐ Assault/Slander/Libel (300)
☐ Conversion (310)
☐ Motor Vehicle Accident (320)
☐ Premises Liability (330)
☐ Products Liability (340)
☐ Personal Injury (350)
☐ Wrongful Death (360)
☐ Other (399)

Real Property

- ☐ Claim & Delivery (400)
☐ Condemnation (410)
☒ Foreclosure (420)
☐ Mechanic's Lien (430)
☐ Partition (440)
☐ Possession (450)
☐ Building Code Violation (460)
☐ Other (499)

Inmate Petitions

- ☐ PCR (500)
☐ Mandamus (520)
☐ Habeas Corpus (530)
☐ Other (599)

Administrative Law/Relief

- ☐ Reinstate Drv. License (800)
☐ Judicial Review (810)
☐ Relief (820)
☐ Permanent Injunction (830)
☐ Forfeiture-Petition (840)
☐ Forfeiture-Consent Order (850)
☐ Other (899)

Judgments/Settlements

- ☐ Death Settlement (700)
☐ Foreign Judgment (710)
☐ Magistrate's Judgment (720)
☐ Minor Settlement (730)
☐ Transcript Judgment (740)
☐ Lis Pendens (750)
☐ Transfer of Structured
Settlement Payment Rights
Application (760)
☐ Confession of Judgment (770)
☐ Petition for Workers
Compensation Settlement
Approval (780)
☐ Other (799)

Appeals

- ☐ Arbitration (900)
☐ Magistrate-Civil (910)
☐ Magistrate-Criminal (920)
☐ Municipal (930)
☐ Probate Court (940)
☐ SCDOT (950)
☐ Worker's Comp (960)
☐ Zoning Board (970)
☐ Public Service Commission (990)
☐ Employment Security Comm (991)
☐ Other (999)

Special/Complex/Other

- ☐ Environmental (600)
☐ Automobile Arb. (610)
☐ Medical (620)
☐ Other (699)
☐ Pharmaceuticals (630)
☐ Unfair Trade Practices (640)
☐ Foreign Subpoenas (650)
☐ Motion to Quash Subpoena in
an Out-of-County Action (660)
☐ Sexual Predator (510)

Submitting Party Signature:

Note: Frivolous civil proceedings may be subject to sanctions pursuant to SCRCP, Rule 11, and the South Carolina Frivolous Civil Proceedings Sanctions Act, S.C. Code Ann. §15-36-10 et. seq.

Date:

6-23-15

FOR MANDATED ADR COUNTIES ONLY

Aiken, Allendale, Anderson, Bamberg, Barnwell, Beaufort, Berkeley, Calhoun, Charleston, Cherokee, Clarendon, Colleton, Darlington, Dorchester, Florence, Georgetown, Greenville, Hampton, Horry, Jasper, Kershaw, Lee, Lexington, Marion, Oconee, Orangeburg, Pickens, Richland, Spartanburg, Sumter, Union, Williamsburg, and York

SUPREME COURT RULES REQUIRE THE SUBMISSION OF ALL CIVIL CASES TO AN ALTERNATIVE DISPUTE RESOLUTION PROCESS, UNLESS OTHERWISE EXEMPT.

You are required to take the following action(s):

1. The parties shall select a neutral and file a "Proof of ADR" form on or by the 210th day of the filing of this action. If the parties have not selected a neutral within 210 days, the Clerk of Court shall then appoint a primary and secondary mediator from the current roster on a rotating basis from among those mediators agreeing to accept cases in the county in which the action has been filed.
2. The initial ADR conference must be held within 300 days after the filing of the action.
3. Pre-suit medical malpractice mediations required by S.C. Code § 15-79-125 shall be held not later than 120 days after all defendants are served with the "Notice of Intent to File Suit" or as the court directs. (Medical malpractice mediation is mandatory statewide.)
4. Cases are exempt from ADR only upon the following grounds:
 - a. Special proceeding, or actions seeking extraordinary relief such as mandamus, habeas corpus, or prohibition;
 - b. Requests for temporary relief;
 - c. Appeals;
 - d. Post Conviction relief matters;
 - e. Contempt of Court proceedings;
 - f. Forfeiture proceedings brought by governmental entities;
 - g. Mortgage foreclosures; and
 - h. Cases that have been previously subjected to an ADR conference, unless otherwise required by Rule 3 or by statute.
5. In cases not subject to ADR, the Chief Judge for Administrative Purposes, upon the motion of the court or of any party, may order a case to mediation.
6. Motion of a party to be exempt from payment of neutral fees due to indigency should be filed with the Court within ten (10) days after the ADR conference had been concluded.

010023-00200

**Please Note: You must comply with the Supreme Court Rules regarding ADR.
Failure to do so may affect your case or may result in sanctions.**

STATE OF SOUTH CAROLINA

ANDERSON COUNTY

Deutsche Bank National Trust Company, as Certificate trustee
on behalf of Bosco Credit II Trust Series 2010-1,
Plaintiff

vs.

Doris J. Dixon; Anmed Health;
Defendant.

IN THE CIRCUIT COURT FOR THE
TENTH
JUDICIAL CIRCUIT

CERTIFICATE OF EXEMPTION
FROM ADR

DOCKET NO.

2015-CP-0401518

I certify that this action is exempt from ADR because:

- ☐ this is a special proceeding or action seeking extraordinary relief such as mandamus, habeas corpus of prohibition;
- ☐ this action is appellate in nature;
- ☐ this is a post-conviction relief matter;
- ☐ this is a contempt of court proceeding;
- ☐ this is forfeiture proceeding brought by the State;
- ☒ this is a case involving a mortgage foreclosure; or
- ☐ the parties submitted the case to voluntary mediation with a certified mediator prior to the filing of this action.

COMMON PLEAS AND
GENERAL SESSIONS

2015 JUN 24 AM 11:20

FILED-CLERK'S OFFICE
ANDERSON SC

Plaintiff/Attorney(s) for Plaintiff(s)

Robert P. Davis (SC Bar #74030); Andrew W. Montgomery (SC Bar #79893); H. Guyton Murrell (SC Bar # 064134); John J. Hearn (SC Bar # 6635); Kevin T. Brown (SC Bar # 064236); Ashley M. Wheeling-Goodson (SC Bar # 101423); Nikole Haltiwanger (SC Bar # 70491); Jason D. Wyman (SC Bar # 100271)

Rogers Townsend & Thomas, PC
220 Executive Center Drive, Suite 109
Post Office Box 100200
Columbia, SC 29202
(803) 744-4444

Defendant/Attorney(s) for Defendant(s)

Date: June 23, 2015

010023-00200



STATE OF SOUTH CAROLINA)
)
COUNTY OF ANDERSON)
)
Deutsche Bank National Trust Company,)
as Certificate trustee on behalf of Bosco)
Credit II Trust Series 2010-I,)
)
Plaintiff,)
)
vs.)
)
Doris J. Dixon; AnMed Health,)
)
Defendant(s))
_____)

IN THE COURT OF COMMON PLEAS
Civil Action No: 2015-CP-04-01518

ANSWER OF DEFENDANT
AnMed Health

COMMON PLEAS
GENERAL SESSION

2015 JUL -6 AM 9:17

FILED-CLERK'S OFFICE
ANDERSON SC

The Defendant, AnMed Health answering the Complaint of the Plaintiff herein respectfully alleges and would show unto this court that:

1. This Defendant, due to lack of information and knowledge sufficient to form a belief thereto, denies the allegations of the Plaintiff's Complaint except as to those allegations hereinafter specifically admitted and as to any matters of public record duly and properly recorded in the offices of the Clerk of Court and Register of Deeds for Anderson County, South Carolina.

2. This Defendant admits that it is the owner and holder of a judgment against Steve M. Dixon and Doris Dixon entered on or about August 27, 2013, in Judgment Number 2013-01273 in the Office of the Clerk of Court for Anderson County, South Carolina. This Defendant would further show that said judgment, plus costs and interest, less any payments made, is still due and owing to this Defendant and constitutes a lien against all real property owned by the said Steve M. Dixon and Doris Dixon including the realty that is the subject of this action.

WHEREFORE, having fully answered the Complaint of the Plaintiff, this Defendant joins in the prayer of the Complaint that the property described therein be sold and the proceeds of said

sale be disbursed in accordance with the relative priorities of the liens as determined by this court.



Steven C. Kirven (SC Bar # 3551)
1100 North Main Street
Anderson, South Carolina 29621
Tel.: (864) 225-1100
Fax: (864) 225-1167
Attorney for the Defendant AnMed Health

July 3, 2015.

STATE OF SOUTH CAROLINA

COUNTY OF ANDERSON

Deutsche Bank National Trust Company, as
Certificate trustee on behalf of Bosco Credit II
Trust Series 2010-1,

Plaintiff,

v.

Doris J. Dixon; Anmed Health;

Defendant(s).

(010023-00200)

IN THE COURT OF COMMON PLEAS

DOCKET NO. 15-CP-04-1518

**CERTIFICATE OF DEFAULT AND NON-
MILITARY SERVICE
Deficiency Judgment Demanded**



CLERK OF COURT
ANDERSON COUNTY
SOUTH CAROLINA

2015 OCT 23 10 10 AM

FILED-CLERKS OFFICE
ANDERSON SC

The undersigned attorney for Plaintiff asserts that more than thirty (30) days have elapsed since the service of the Summons and Complaint upon the Defendant(s). The following Defendant(s) has/have not answered, plead, or otherwise defended this action, pursuant to Rule 55(a), SCRCP: Doris J. Dixon. Therefore, the Defendant(s) Doris J. Dixon is in default.

According to Plaintiff's business records, affidavit(s) of service, search(es) of the Department of Defense or any other obtained information, the Defendant(s) Doris J. Dixon is not in the Military Service of the United States as contemplated by the provisions of the Servicemembers Civil Relief Act, 50 U.S.C. app. § 501 et. seq.

I certify under penalty of perjury under the laws of the United States of America that the foregoing is true and correct.

Executed on 10-22-15

**Rogers Townsend & Thomas, PC
ATTORNEYS FOR PLAINTIFF**

Robert P. Davis (SC Bar #74030)
H. Guyton Murrell (SC Bar # 064134)
Kevin T. Brown (SC Bar # 064236)
Jason D. Wyman (SC Bar # 100271)

~~Andrew W. Montgomery~~ (SC Bar #79893)
John J. Hearn (SC Bar # 6635)
Nikole Haltiwanger (SC Bar # 70491)

220 Executive Center Drive
Columbia, SC 29210
(010023-00200)

Post Office Box 100200 (29202)
(803) 744-4444

Columbia, South Carolina

**Status Report
Pursuant to Servicemembers Civil Relief Act**Last Name: DIXONFirst Name: DORISMiddle Name: J.Active Duty Status As Of: Oct-22-2015

On Active Duty On Active Duty Status Date			
Active Duty Start Date	Active Duty End Date	Status	Service Component
NA	NA	No	NA
This response reflects the individual's active duty status based on the Active Duty Status Date			

Left Active Duty Within 367 Days of Active Duty Status Date			
Active Duty Start Date	Active Duty End Date	Status	Service Component
NA	NA	No	NA
This response reflects where the individual left active duty status within 367 days preceding the Active Duty Status Date			

The Member or His/Her Unit Was Notified of a Future Call-Up to Active Duty on Active Duty Status Date			
Order Notification Start Date	Order Notification End Date	Status	Service Component
NA	NA	No	NA
This response reflects whether the individual or his/her unit has received early notification to report for active duty			

Upon searching the data banks of the Department of Defense Manpower Data Center, based on the information that you provided, the above is the status of the individual on the active duty status date as to all branches of the Uniformed Services (Army, Navy, Marine Corps, Air Force, NOAA, Public Health, and Coast Guard). This status includes information on a Servicemember or his/her unit receiving notification of future orders to report for Active Duty.

Mary M. Snavelly-Dixon, Director
Department of Defense - Manpower Data Center
4800 Mark Center Drive, Suite 04E25
Arlington, VA 22350

**Status Report
Pursuant to Servicemembers Civil Relief Act**Last Name: DIXONFirst Name: DORIS

Middle Name:

Active Duty Status As Of: Oct-22-2015

On Active Duty On Active Duty Status Date			
Active Duty Start Date	Active Duty End Date	Status	Service Component
NA	NA	No	NA
This response reflects the individuals' active duty status based on the Active Duty Status Date			

Left Active Duty Within 367 Days of Active Duty Status Date			
Active Duty Start Date	Active Duty End Date	Status	Service Component
NA	NA	No	NA
This response reflects where the individual left active duty status within 367 days preceding the Active Duty Status Date			

The Member or His/Her Unit Was Notified of a Future Call-Up to Active Duty on Active Duty Status Date			
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This response reflects whether the individual or his/her unit has received early notification to report for active duty			

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Mary M. Snavelly-Dixon, Director
Department of Defense - Manpower Data Center
4800 Mark Center Drive, Suite 04E25
Arlington, VA 22350

STATE OF SOUTH CAROLINA

IN THE COURT OF COMMON PLEAS

COUNTY OF ANDERSON

DOCKET NO. 2015CP0401518

Deutsche Bank National Trust Company, as
Certificate trustee on behalf of Bosco Credit II
Trust Series 2010-1,

Plaintiff,

AFFIDAVIT OF ADDITIONAL COSTS
Deficiency Judgment Demanded

v.

Doris J. Dixon; Anmed Health;

Defendant(s).

(010023-00200)

Personally appeared, the undersigned Attorney for the Plaintiff, who being duly sworn, deposes and says that the interest rate after the judgment is at the rate of 12.79%; that additional costs described below have been incurred since the date of the Hearing; and the total amount of the indebtedness is as follows:

ADDITIONAL COSTS:

Total Judgment Debt.....	\$46,027.75
Interest on Judgment Balance from December 5, 2017 through March 8, 2018	\$568.68
Additional Costs of collection since Hearing:	
Advertising	261.00
Commission on Sale.....	<u>187.65</u>
Subtotal	<u>1,017.33</u>

Total Debt to Day of Sale\$47,045.08

Rogers Townsend & Thomas, PC
ATTORNEYS FOR PLAINTIFF

Robert P. Davis (SC Bar #74030), Robert.Davis@rtt-law.com
Andrew W. Montgomery (SC Bar #79893), Andrew.Montgomery@rtt-law.com
John J. Hearn (SC Bar # 6635), John.Hearn@rtt-law.com
Kevin T. Brown (SC Bar # 064236), Kevin.Brown@rtt-law.com
Jason D. Wyman (SC Bar # 100271), Jason.Wyman@rtt-law.com
John P. Fetner (SC Bar# 77460), John.Fetner@rtt-law.com
Clark Dawson (SC Bar# 101714), Clark.Dawson@rtt-law.com

100 Executive Center Drive, Suite 201
Columbia, SC 29210

Post Office Box 100200(29202)
(803) 744-4444

Columbia, South Carolina

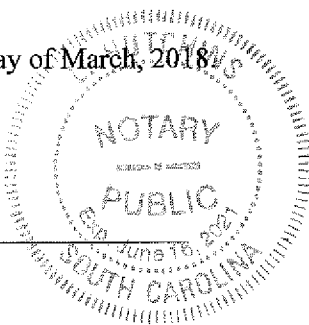
3/23/18

Sworn to before me this 23 day of March, 2018

[Signature] (L.S.)

Notary Public for South Carolina

My Commission Expires: _____



STATE OF SOUTH CAROLINA	)	BEFORE THE MASTER-IN-EQUITY
	)	
COUNTY OF ANDERSON	)	10TH CIRCUIT
	)	
	)	
DEUTSCHE BANK NATIONAL TRUST COM-	)	
PANY,	)	
<i>Plaintiff,</i>	)	
	)	No. 2015-CP-04-1518
vs.	)	
	)	
DORIS J. DIXON; ANMED HEALTH,	)	
<i>Defendant.</i>	)	

MOTION FOR RELIEF FROM JUDGMENT / ORDER

Comes now Defendant Doris J. Dixon and, pursuant to R. 60(b), SCRCP, would respectfully move to set aside the final judgment, and all non-moot interlocutory orders, together with the May 15, 2018, writ of assistance, and would respectfully show the Court as follows:

1. Plaintiff filed this foreclosure action, naming Ms. Dixon and Anmed Health as defendants.
2. Prior to his ascension to the bench, Judge Kervin represented Defendant Anmed Health, as indicated by Anmed's answer. [Ex. 1].
3. On May 7, 2018, Judge Kirven entered final judgment that confirmed the sale of the property at issue and awarded a deficiency judgment.
4. On May 15, 2018, Judge Kirven signed a writ of assistance.
5. Canon 3(E)(1(b)) of the Code of Judicial Conduct, R. 501, SCAR, provides that "[a] judge shall disqualify himself in a proceeding in which... the judge served as a lawyer in the matter in controversy."

6. Ms. Dixon respectfully submits that Judge Kirven's failure to have recused himself constitutes "mistake" or "inadvertence" within the meaning of R. 60(b)(1), SCRPC, and/or renders the judgment "void" within the meaning of R. 60(b)(4) and/or renders it not "equitable that the judgment should have prospective application" within the meaning of R. 60(b)(5), SCRP.

7. Ms. Dixon may supplement her motion with other relevant South Carolina law at the hearing.

January 10, 2019

Respectfully submitted,

DORIS J. DIXON

s/Howard W. Anderson III
Howard W. Anderson III
SC Bar No. 100329

Law Office of
Howard W. Anderson III, LLC
P.O. Box 661
176 E. Main St.
Pendleton, SC 29670
howard@hwalawfirm.com
864-643-5790 (p)
864-332-9798 (f)

CERTIFICATE OF SERVICE

I, Howard W. Anderson III, certify that I filed a copy of the foregoing paper with the Clerk by use of the E-file system, which will send notice to all counsel/parties of record, except for the following that I have this day served via U.S. mail:

n/a

s/Howard W. Anderson III

Howard W. Anderson III

SC Bar No. 100329



STATE OF SOUTH CAROLINA)
COUNTY OF ANDERSON)
Deutsche Bank National Trust Company,)
as Certificate trustee on behalf of Bosco)
Credit II Trust Series 2010-I,)
Plaintiff,)
vs.)
Doris J. Dixon; AnMed Health,)
Defendant(s))

IN THE COURT OF COMMON PLEAS
Civil Action No: 2015-CP-04-01518

ANSWER OF DEFENDANT
AnMed Health

COMMON PLEAS
GENERAL SESSION

2015 JUL -6 AM 9:17

FILED-CLERK'S OFFICE
ANDERSON SC

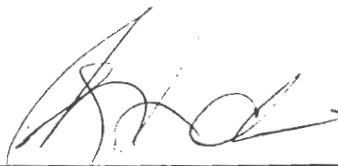
The Defendant, AnMed Health answering the Complaint of the Plaintiff herein respectfully alleges and would show unto this court that:

1. This Defendant, due to lack of information and knowledge sufficient to form a belief thereto, denies the allegations of the Plaintiff's Complaint except as to those allegations hereinafter specifically admitted and as to any matters of public record duly and properly recorded in the offices of the Clerk of Court and Register of Deeds for Anderson County, South Carolina.

2. This Defendant admits that it is the owner and holder of a judgment against Steve M. Dixon and Doris Dixon entered on or about August 27, 2013, in Judgment Number 2013-01273 in the Office of the Clerk of Court for Anderson County, South Carolina. This Defendant would further show that said judgment, plus costs and interest, less any payments made, is still due and owing to this Defendant and constitutes a lien against all real property owned by the said Steve M. Dixon and Doris Dixon including the realty that is the subject of this action.

WHEREFORE, having fully answered the Complaint of the Plaintiff, this Defendant joins in the prayer of the Complaint that the property described therein be sold and the proceeds of said

sale be disbursed in accordance with the relative priorities of the liens as determined by this court.



Steven C. Kirven (SC Bar # 3551)
1100 North Main Street
Anderson, South Carolina 29621
Tel.: (864) 225-1100
Fax: (864) 225-1167
Attorney for the Defendant AnMed Health

July 3, 2015.

STATE OF SOUTH CAROLINA	)	COURT OF COMMON PLEAS
	)	
COUNTY OF ANDERSON	)	10TH CIRCUIT
	)	
	)	
DEUTSCHE BANK NATIONAL TRUST COM-	)	
PANY,	)	
<i>Plaintiff,</i>	)	
	)	No. 2015-CP-04-1518
vs.	)	
	)	
DORIS J. DIXON; ANMED HEALTH,	)	
<i>Defendant.</i>	)	

STATUS REPORT

Comes now Defendant Doris J. Dixon and, pursuant to the Court's August 21, 2019, Form 4 Order, would report as follows:

1. Ms. Dixon has subpoenaed the attached records from the SC Housing Corporation that show that Ms. Dixon was approved for mortgage assistance following the filing of this foreclosure action. While a note from January 6, 2016, indicates a request to the servicer to "put a hold on the [foreclosure] sale", the only servicer to have ever received any payments from the state was the servicer for the first mortgage, not the second mortgagor that was the subject of the foreclosure action.

2. The motion to set aside the judgment of default is, therefore, now ripe for the Court's ruling in light of the Form 4 entry.

3. Counsel for Plaintiff, Erica Lybrand, Esq., has reviewed and approved Items #1 and #2 above.

October 21, 2019

Respectfully submitted,

DORIS J. DIXON

s/Howard W. Anderson III

Howard W. Anderson III

SC Bar No. 100329

Law Office of
Howard W. Anderson III, LLC
P.O. Box 661
176 E. Main St.
Pendleton, SC 29670
howard@hwalawfirm.com
864-643-5790 (p)
864-332-9798 (f)

CERTIFICATE OF SERVICE

I, Howard W. Anderson III, certify that I filed a copy of the foregoing paper with the Clerk by use of the E-file system, which will send notice to all counsel/parties of record, except for the following that I have this day served via U.S. mail:

n/a

s/Howard W. Anderson III

Howard W. Anderson III

SC Bar No. 100329



Cancel

6

Borrower name: Doris Jean Dixon

File number: 65055

County: Anderson

Agency: South Carolina Legal Services

HHF status: HHF Closeout

Close-out

Closeout Date: 3/23/2018

Program completion/Transition

- ☐ Loan Modification Program
☐ Re-employed/Regain appropriate employment level
☐ Reinstatement/Current/Payoff/Funds Exhausted
☐ Short Sale
☐ Deed in Lieu
☒ Other-Borrower Still Owns Home

Alternative outcomes

- ☐ Foreclosure sale
☐ Cancelled
☐ Deed in lieu
☐ Short sale

Unused funds for recycling: (Save to recalculate)

Verified household size: 1

Verified annual gross income: \$ 28,285.00

Borrower income as percent of AMI: 51.1% (Save to recalculate)

Underwriter Approval

Please Note: Once you press Approved, it cannot be unselected or undone.
By pressing Approved you certify that the request meets all program requirements

Select Program Type

Approved

"I" Submitted by Kim Derrick for MPA-Under Employment on Tuesday 5 January 2016 2:47:23
 "I" Submitted by Kim Derrick for Reinstatement on Tuesday 5 January 2016 2:47:28

Program Entry ValidationDelinquency at program entry: ☐ Current ☐ 30+ ☒ 60+ ☐ 90+

1st Lien unpaid balance at program entry: \$ 64,706.49

1st Lien payment amount before assistance: \$ 586.80 (PITIA)

1st Lien reinstatement amount: \$ 1,034.79

2nd Lien unpaid balance at program entry: \$ 17,284.63

2nd Lien payment amount before assistance: \$ 193.99

2nd Lien reinstatement amount: \$ 14,450.20

Verified property value: \$ 96,050.00

Source of property value: Tax Assessment

V-Record: current

Performance Status

V-Record: 64,706.49

Loan Unpaid Principal Balance

V-Record: 586.80

Next Contractual Due PITIA

V-Record: 714.57

Total Past Due Less Fees (CDF)

Lookup County Tax Record

Zillow.com

Program Impact

1st Lien unpaid balance after program entry: \$ 64,706.49

1st Lien payment amount after assistance: \$ 586.80 (PITIA)

2nd Lien unpaid balance after program entry: \$ 17,284.63

2nd Lien payment amount after assistance: \$ 193.99

Assistance amount matched by servicer/lender: \$ 0.00

Is homeowner participating in other HHF programs: Select One

Principal forgiveness by lender (includes 2nd mtg. settlement, and or reinstatement fees): \$ 0.00

Save and Cor

V and O Record Data

Origination Date

6/15/2006

Loan Type

ARM

Loan Escrowed

No

Investor Code

Select One

Next Payment Change Date

Next Payment Due Date

1/15/2016

Lien Position at Origination

1

Scheduled Foreclosure Sale

No

Scheduled Foreclosure Sale Date

Active Bankruptcy

No

Original Term

360

Remaining Term

0

099

Reinstatement Good Through Date	2/8/2016	Maturity Date	6/15/2036
Next Contractual Due PI Amount	586.80	3rd Party Authorization on File	Yes
Next Contractual Due Tax Amount		Client Designation	
Next Contractual Due Insurance Amount		Corporate Advances for Reinstatement	127.77
Next Contractual Due HOA and Misc Amount		Total Escrow Advances for Reinstatement	
Next Contractual Due Escrow Overage Underage		Escrow Advances for Reinstatement Delinquent Taxes	
Current Scheduled PITIA	586.80	Escrow Advances for Reinstatement Delinquent Insurance	
MHA Program	Select One	Escrow Advances for Reinstatement Forced Place Insurance	
MHA Status	Select One	OBJECTION Reason	Select One
PDF Record ID			

CDF Upload Log

Funding

Program Name

Date Of Letter:

There is \$1,900,667.97 remaining available for reservation

☒ Monthly Payment Assistance Program	Max reservation amount: \$	14,278.78	Maximum Reservation \$
Amount of Monthly Payment Assistance Program reservation currently in use: \$ 14,278.78			
Program Begin Date	03/01/2016		
Expected End Payment Date	02/01/2018		
Actual Program End Date	02/01/2018	(For "T" Record)	
Reason for Denial or Termination	Borrower exhausted available assistance without an o	(For "T" Record, "D" Record)	
Remaining Available HHF Balance	0.00	(For "T" Record)	
Total Funds Paid	14,278.78		
Select Record Type	Select Program Type	Submit Record	Print Approval Lett

There is \$27,180.64 remaining available for reservation

☒ Direct Loan Assistance Program	Max reservation amount: \$	1,301.37	Maximum Reservation \$
Amount of Direct Loan Assistance Program reservation currently in use: \$ 1,301.37			
Program Begin Date	02/16/2016		
Expected End Payment Date	02/16/2016		
Actual Program End Date	02/16/2016	(For "T" Record)	
Reason for Denial or Termination	Borrower was reinstated or loan paid off	(For "T" Record, "D" Record)	
Remaining Available HHF Balance	0.00	(For "T" Record)	
Total Funds Paid	1,301.37		
Select Record Type	Select Program Type	Submit Record	Print Approval Lett

There is \$34,991.00 remaining available for reservation

☐ Modification / Recast Program	Max reservation amount: \$		Maximum Reservation \$
Amount of M/R Assistance Program reservation currently in use: \$ 0.00			
Program Begin Date			
Expected End Payment Date			
Actual Program End Date		(For "T" Record)	
Reason for Denial or Termination	Select One	(For "T" Record, "D" Record)	
Remaining Available HHF Balance	0.00	(For "T" Record)	
Total Funds Paid	0.00		
Select Record Type	Select Program Type	Submit Record	Print Approval Lett

There is \$0.00 remaining available for reservation

☐ Second Mortgage Assistance Program	Max reservation amount: \$		Maximum Reservation \$
Amount of Second Mortgage Assistance Program reservation currently in use: \$ 0.00			
Program Begin Date			
Expected End Payment Date			
Actual Program End Date		(For "T" Record)	
Reason for Denial or Termination	Select One	(For "T" Record, "D" Record)	
Remaining Available HHF Balance	0.00	(For "T" Record)	
Total Funds Paid	0.00		

Select Record Type ▼ Select Program Type ▼ Submit Record Print Approval Lett

There is \$2,487.26 remaining available for reservation

☐ Property Disposition Assistance Program Max reservation amount: \$ Maximum Reservation \$

Amount of Property Disposition Assistance Program reservation currently in use: \$ 0.00

Program Begin Date

Expected End Payment Date

Actual Program End Date (For "T" Record)

Reason for Denial or Termination Select One (For "T" Record, "D" Record)

Remaining Available HHF Balance 0.00 (For "T" Record)

Total Funds Paid 0.00

Select Record Type ▼ Select Program Type ▼ Submit Record Print Approval Lett

Save and Cor

Funding CDF Log

"A" Submitted by Peggy Herring for MPAP on Tuesday 2 February 2016 7:45:57
 "A" Submitted by Peggy Herring for DLAP on Tuesday 2 February 2016 7:46:59
 "T" Submitted by Kim Wilbourne for MPAP on Friday 23 March 2018 10:01:47
 "T" Submitted by Kim Wilbourne for DLAP on Friday 23 March 2018 10:02:26

Total Reservation: \$15,580.15

1st Lien servicer: Select Portfolio Servicing

1st Lien Servicer Account Number: 0013900428

Payment Schedule and Tracking

MPAP Payment Setup	DLAP Payment Setup	M/R Payment Setup
Reservation Amount: 14,278.78	Reservation Amount: 1,301.37	Reservation Amount:
Associated Program: MPAP ▼	Associated Program: DLAP ▼	Associated Program: Modification ▼
MPAP Payment Start Date: 03/01/2016 ▼	DLAP Payment Date: 01/29/2016	M/R Payment Date:
Servicer: Select Portfolio Servicing ▼	Servicer: Select Portfolio Servicing ▼	Servicer: Select one
Total HHF Payment Amount: 602.93	Total DLAP Payment Amount: 1301.37	Total M/R Payment Amount:
Mortgage Account #:	Mortgage Account #:	Mortgage Account #:
Description:	Description:	Description:

SMAP Payment Setup	PDAP Payment Setup
Reservation Amount:	Reservation Amount:
Associated Program: SMAP ▼	Associated Program: PDAP ▼
SMAP Payment Date:	PDAP Payment Date:
Servicer: Select one ▼	Servicer: Select one ▼
Total SMAP Payment Amount:	Total PDAP Payment Amount:
Mortgage Account #:	Mortgage Account #:
Description:	Description:

Auto Fill Payments

Apply Changes

Total HHF Payment Due Date	Total HHF Payment Amount	Description	Associated Program	Servicer	Mortgage Account #	Payment Made Date	Batch #	Manually Added Record	
01/29/2016	1301.37		DLAP ▼	Select Portfolio Servicing ▼	0013900428	02/17/2016	1820	No ▼	Edit
03/01/2016	586.80		MPAP ▼	Select Portfolio Servicing ▼	0013900428	03/01/2016	1827	No ▼	Edit
04/01/2016	586.80		MPAP ▼	Select Portfolio Servicing ▼	0013900428	04/01/2016	1842	No ▼	Edit
05/01/2016	586.80		MPAP ▼	Select Portfolio Servicing ▼	0013900428	05/02/2016	1854	No ▼	Edit
06/01/2016	586.80		MPAP ▼	Select Portfolio Servicing ▼	0013900428	06/01/2016	1869	No ▼	Edit
07/01/2016	586.80		MPAP ▼	Select Portfolio Servicing ▼	0013900428	07/01/2016	1880	No ▼	Edit
08/01/2016	586.80		MPAP ▼	Select Portfolio Servicing ▼	0013900428	08/01/2016	1891	No ▼	Edit
09/01/2016	586.80		MPAP ▼	Select Portfolio Servicing ▼	0013900428	09/01/2016	1905	No ▼	Edit
10/01/2016	586.80		MPAP ▼	Select Portfolio Servicing ▼	0013900428	10/03/2016	1918	No ▼	Edit
11/01/2016	586.80		MPAP ▼	Select Portfolio Servicing ▼	0013900428	11/02/2016	1932	No ▼	Edit
12/01/2016	586.80		MPAP ▼	Select Portfolio Servicing ▼	0013900428	12/01/2016	1946	No ▼	Edit
01/01/2017	597.89		MPAP ▼	Select Portfolio Servicing ▼	0013900428	01/03/2017	1958	No ▼	Edit
02/01/2017	597.89		MPAP ▼	Select Portfolio Servicing ▼	0013900428	02/01/2017	1972	No ▼	Edit
03/01/2017	597.89		MPAP ▼	Select Portfolio Servicing ▼	0013900428	03/01/2017	1983	No ▼	Edit
04/01/2017	597.89		MPAP ▼	Select Portfolio Servicing ▼	0013900428	04/03/2017	1991	No ▼	Edit
05/01/2017	597.89		MPAP ▼	Select Portfolio Servicing ▼	0013900428	05/01/2017	2001	No ▼	Edit
06/01/2017	597.89		MPAP ▼	Select Portfolio Servicing ▼	0013900428	06/01/2017	2015	No ▼	Edit
07/01/2017	602.93		MPAP ▼	Select Portfolio Servicing ▼	0013900428	07/03/2017	2027	No ▼	Edit

08/01/2017	602.93		MPAP	Select Portfolio Servicing	0013900428	08/02/2017	2034	No	Edit
09/01/2017	602.93		MPAP	Select Portfolio Servicing	0013900428	09/01/2017	2045	No	Edit
10/01/2017	602.93		MPAP	Select Portfolio Servicing	0013900428	10/02/2017	2059	No	Edit
11/01/2017	602.93		MPAP	Select Portfolio Servicing	0013900428	11/01/2017	2075	No	Edit
12/01/2017	602.93		MPAP	Select Portfolio Servicing	0013900428	12/01/2017	2086	No	Edit
01/01/2018	602.93		MPAP	Select Portfolio Servicing	0013900428	01/02/2018	2095	No	Edit
02/01/2018	602.93		MPAP	Select Portfolio Servicing	0013900428	02/01/2018	2102	No	Edit
			Select One	Select one					Add

Total Amount of reservation currently in use: \$15,580.15

Total Amount to be Paid to Servicer: \$0.00

Allocated Funds Remaining: \$0.00

Save and Cor

Billing

☒ Submitted Application ☒ Monthly Payment Assistance ☐ Direct Loan Assistance

☐ M/R Assistance ☐ Second Mortgage Assistance ☐ Property Disposition Assistance

Please Note: The billing progress setting once saved cannot be undone.

Notes

Peggy Herring - Wednesday 21 June 2017 12:36:10

E Record

Peggy Herring - Tuesday 13 December 2016 2:53:13

E Record

Enter your note below and press Add Note
Once you press Add Note, your note will be added and saved immediately

Add Note

Counselor/Underwriter Communication Log

65055 - Kim Derrick - Monday 18 July 2016 9:44:30

Client is under - assistance to continue

65055 - Marie Moore - Monday 18 July 2016 7:54:43

Docs to Kim D.

65055 - Kim Derrick - Monday 11 July 2016 2:40:13

Client to submit a YTD paystub with YTD earnings. Thank you

65055 - Marie Moore - Monday 11 July 2016 2:13:40

SCN to Kim D.

65055 - Kim Derrick - Thursday 23 June 2016 10:17:9

Unclear - is this a SCN or QFU? Provide correct information sheet. Need a current paystub that reflects YTD - not weekly paystubs and also need a current 30 day bank statement. Thank you

65055 - Marie Moore - Thursday 23 June 2016 9:52:56

SCN to Kim D.

65055 - Peggy Herring - Friday 8 January 2016 12:40:12

Servicer approved sending customer approval letter.

65055 - Turner Drews - Wednesday 6 January 2016 11:18:38

Satisfactory SSA verifications received for all borrowers.

65055 - Peggy Herring - Wednesday 6 January 2016 11:17:10

Peggy,

SPS does not currently have an FC sale date scheduled the account is current due for January 15, 2016.

Thank you,

Francisco Martinez
Consumer Ombudsman Specialist

65055 - Peggy Herring - Wednesday 6 January 2016 7:26:27

Hi Francisco This borrower has applied for assistance thru SC help and has been approved. They have a foreclosure sale date of 3/1/2016. Please put a hold on the sale so SC

THE STATE OF SOUTH CAROLINA
In The Court of Appeals

APPEAL FROM ANDERSON COUNTY
Court of Common Pleas

J. Cordell Maddox, Jr., Circuit Court Judge

Common Pleas Case No. 2015-CP-04-01518

Appellate Case No. _____

DEUTSCHE BANK
NATIONAL TRUST

COMPANY, as
Certificate Trustee on be-
half of Bosco Credit
II Trust Series 2010-1,

Respondent,

v.

DORIS J. DIXON & ANMED
HEALTH,
of whom Doris J. Dixon
is,

Appellant.

NOTICE OF APPEAL

Doris J. Dixon appeals from the attached Order Denying Defendant's Motion for Relief from Judgment filed by the Honorable J. Cordell Maddox, Jr., on August 31, 2020. Undersigned received written notice of the decision on August 31, 2020.

Dated: September 17, 2020

DORIS J. DIXON

s/Howard W. Anderson III
Howard W. Anderson III
S.C. Bar #100329

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Counsel for Anmed Health

STATE OF SOUTH CAROLINA

COUNTY OF ANDERSON

Deutsche Bank National Trust Company, as
Certificate Trustee on behalf of Bosco Credit
II Trust Series 2010-1,

Plaintiff,

v.

Doris J. Dixon; Anmed Health,

Defendants.

IN THE COURT OF COMMON PLEAS

DOCKET NO. 2015-CP-04-01518

**ORDER DENYING DEFENDANT'S
MOTION FOR RELIEF FROM
JUDGMENT/ORDER**

This matter came before the Court at a hearing on July 11, 2019, on the Motion to be Relieved from Judgment/Order of Defendant Doris J. Dixon ("Dixon"). For the reasons set forth herein, this motion is denied.

Findings of Fact

On June 24, 2015, Plaintiff Deutsche Bank National Trust Company, as Certificate Trustee on behalf of Bosco Credit II Trust Series 2010-1 ("Plaintiff") filed this foreclosure action. Steven C. Kirven, then a practicing attorney, answered on behalf of Defendant Anmed Heath, who was named a party by virtue of a judgment it held against Dixon.

By Order of Reference entered on October 23, 2015, this action was referred to the Honorable Ellis B. Drew, Jr., Master in Equity for Anderson County.

On November 25, 2015, Judge Drew entered a Judgment of Foreclosure and Sale, which held that Dixon was in default for failing to respond to the Complaint, fully adjudicated Dixon's liability for her default under the terms of the Note and Mortgage at issue, ordered that subject property be sold at a foreclosure sale, and determined that Dixon would be liable for any deficiency remaining on the judgment debt after the foreclosure sale.

Subsequently, the case encountered delays. On May 17, 2016, Judge Drew entered a Supplemental Order Post Judgment for the sole purpose of updating the judgment debt amount due under the previously entered Judgment of Foreclosure and Sale.

Subsequently, Judge Drew retired and was replaced by The Honorable Steven C. Kirven. Thereafter, Judge Kirven entered a Second Supplemental Order Post Judgment on October 17, 2016, a Third Supplemental Order Post Judgment on June 13, 2017, and a Fourth Supplemental Order Post Judgment on December 4, 2017. Each of these supplement orders merely updated the judgment debt amount due under the previously entered Judgment of Foreclosure and Sale.

Defendant Dixon received notice of all of these supplemental post-judgment hearings, but never raised any issue about Judge Kirven hearing the case or needing to recuse himself.

On February 6, 2018, Judge Kirven sold the subject property at a foreclosure sale. On March 8, 2018, the sale became final.

On May 7, 2018, Judge Kirven entered an Order for Deficiency Judgment against Dixon. On May 15, 2018, Judge Kirven entered a Writ of Assistance.

On January 10, 2019, Dixon filed a “Motion to be Relieved from Judgment/Order”, complaining that Judge Kirven should have recused himself from this case when he became Master in Equity because he had filed an answer on behalf of Defendant Anmed Health. The motion relied on Cannon 3E.(1) of the Code of Judicial Conduct, Rule 501, SCAR. Dixon claimed that this failure by Judge Kirven to recuse himself constituted “mistake” or “inadvertence” within the meaning of Rule 60(b)(1), SCRCP, and/or rendered the judgments entered herein “void” within the meaning of Rule 60(b)(4), SCRCP, and/or rendered it not “equitable that the judgment should have prospective application” within the meaning of Rule 60(b)(5), SCRCP.

At a hearing on February 6, 2019, Dixon acknowledged that she never appeared at any hearing presided over by Judge Kirven and that there was no actual impartiality in any action taken by Judge Kirven. However, Dixon argued that the provisions of Cannon 3E.(1)(b) constitute a list of situations in which a judge must recuse himself due to the appearance of potential impartiality regardless of whether the judge is or is not impartial as a matter of fact.

On June 5, 2019, Judge Kirven entered an Order finding that he should recuse himself from ruling on Dixon’s motion only and that the case should be returned to the Circuit Court for that purpose.

On July 11, 2009, this Court held a hearing on Dixon’s Motion to be Relieved from Judgment/Order. By Form 4 order entered on August 21, 2019, the Court held the motion in

abeyance for 60 days to allow the parties time to determine whether any mortgage-relief payments may have been made on Dixon's behalf with respect to the loan at issue in this case.

On October 21, 2019, Dixon filed a Status Report conceding that no mortgage-relief payments were made on her behalf for this loan.

Legal Standard

"Once a default judgment has been entered, a party seeking to be relieved must do so under Rule 60(b), SCRCP." *Sundown Operating Co. v. Intedg Indus.*, 383 S.C. 601, 608, 681 S.E.2d 885, 888-89 (2009).

"On motion and upon such terms as are just, the court may relieve a party or his legal representative from a final judgment, order, or proceeding for the following reasons: (1) mistake, inadvertence, surprise, or excusable neglect; ... (4) the judgment is void; (5) the judgment has been satisfied, released, or discharged, or a prior judgment upon which it is based has been reversed or otherwise vacated, or it is no longer equitable that the judgment should have prospective application." Rule 60(b), SCRCP.

"The motion shall be made within a reasonable time, and for reasons (1), (2), and (3) not more than one year after the judgment, order or proceeding was entered or taken." *Id.*

"The standard for granting relief from a default judgment under Rule 60(b) is more rigorous than the 'good cause' standard established in Rule 55(c)." *Sundown Operating Co.*, 383 S.C. at 608, 681 S.E.2d at 888-89. "Rule 60(b) requires a more particularized showing of mistake, inadvertence, excusable neglect, surprise, newly discovered evidence, fraud, misrepresentation, or "other misconduct of an adverse party." *Id.* "The different standards under the two rules underscore the clear intent to make it more difficult for a party to avoid a default once the court has entered a judgment, which carries greater finality, and often occurs later than, a clerk's entry of default." *Id.*

Conclusions of Law

The Court denies Dixon's Motion to be Relieved from Judgment/Order for the following reasons:

- 1. Dixon's motion is untimely with respect to the Judgment of Foreclosure and Sale.**

Dixon filed this motion over three years after Judge Drew entered the Judgment of Foreclosure and Sale on November 25, 2015. To the extent the motion is based on Rule 60(b)(1), it is time barred by the provision prohibiting such motions “more than one year after the judgment.”

To the extent that the motion is based on Rule 60(b)(4) and (5), the motion is also untimely as the rule requires that such motions be brought “within a reasonable time.” Rule 60(b)(1), SCRCP. Three years is not a reasonable amount of time for Dixon to wait to attack the Judgment of Foreclosure and Sale in light of the fact that she received notice of all of the supplemental post-judgment hearings, never appeared at any hearing before Judge Kirven (prior to the February 6, 2019 hearing on this motion), and never raised any issue about Judge Kirven hearing the case or needing to recuse himself until this motion.

2. Judge Kirven’s failure to recuse himself was not inadvertence or mistake because he never served as lawyer with respect to any matter in controversy within this foreclosure action.

Even if Dixon had timely made a motion for relief pursuant to Rule 60(b)(1), the motion would still be denied because Judge Kirven’s failure to recuse himself did not constitute “mistake” or “inadvertence” within the meaning of Rule 60(b)(1), SCRCP

Cannon 3E.(1)(b) of the Code of Judicial Conduct, Rule 501, SCAR, provides that “[a] judge shall disqualify himself or herself in a proceeding in which the judge’s impartiality might reasonably be questioned, including but not limited to instances where ... the judge served as a lawyer in the matter in controversy...”

The comments to this section indicate that there are some situations in which it may not be reasonable to question the judge’s impartiality even though he participated as a lawyer to some extent in the proceedings prior to becoming a judge.

Judge Kirven’s role as an attorney in this case prior to his taking the bench was simply to acknowledge that his client held a previously obtained judgment against Dixon. In doing so, he took no position as to the Plaintiff’s claims against Dixon nor any position in opposition to Dixon regarding any defense she may have wished to assert against Plaintiff’s claims.

Judge Kirven’s involvement in presiding over this action did not begin until the second supplemental hearing which was held on October 12, 2016, almost a year after Judge Drew had decided the merits of the case. Judge Drew had already ruled as to Dixon’s default in failing to

respond to the Complaint, Dixon's liability for her default under the terms of the Note and Mortgage at issue, and Dixon's liability for any deficiency remaining on the judgment debt after the foreclosure sale.

Judge Kirven's involvement in presiding over this matter consisted of the supplemental hearings, the resulting orders on October 17, 2016, June 13, 2017, and December 4, 2017, the foreclosure sale, and the routine post-sale matters (deed, report, deficiency judgment, writ of assistance). These actions were largely procedural or administrative in nature and served only to carry Judge Drew's Judgment of Foreclosure and Sale into effect. None of these actions involved determination of the merits of the Plaintiff's cause of action nor Dixon's default.

Aside from the lack of showing of any "mistake" or "inadvertence" in this case, the Court finds that the following additional considerations under Rule 60(b)(1) weigh against granting Dixon relief from judgment in this case: "(1) the promptness with which relief is sought; (2) the reasons for the failure to act promptly; (3) the existence of a meritorious defense; and (4) the prejudice to the other party." *Rouvet v. Rouvet*, 388 S.C. 301, 309, 696 S.E.2d 204, 208 (Ct. App. 2010) (internal citations omitted).

a. Dixon did not act promptly to seek relief from the Judgment of Foreclosure and Sale.

As discussed herein *supra*, Dixon's motion is untimely as she waited over three years to attack the Judgment of Foreclosure and Sale despite receiving notice of all of the supplemental post-judgment hearings.

b. Dixon has no meritorious defense to the foreclosure action.

A meritorious defense is sufficient if it is "worthy of a hearing or judicial inquiry because it raises a question of law deserving of some investigation and discussion or a real controversy as to real facts arising from conflicting doubtful evidence." *Thompson v. Hammond*, 299 S.C. 116, 120, 382 S.E.2d 900, 903 (1989) (internal citations omitted). The preferred method of showing a meritorious defense is the submission of a proposed answer, but this showing is not necessarily required. *Savage v. Cannon*, 204 S.C. 473, 30 S.E.2d 70, 72 (1944); *see also Owen v. Reed*, 288 S.C. 133, 136, 341 S.E.2d 629, 630 (1986). Dixon failed to tender a proposed Answer to the foreclosure complaint with her motion or otherwise set forth any defenses she may have had to

this foreclosure; therefore, the Court can only assume that Dixon has no meritorious defense in this case.

c. Plaintiff would be prejudiced by the Court's decision to set aside the judgment and sale.

In determining whether to set aside a judgment, the Court must consider the prejudice to the opposing party if the judgment is set aside. *Rouvet*, 388 S.C. at 309, 696 S.E.2d at 208. Pursuant to the Judgment of Foreclosure and Sale, the subject property was sold on February 6, 2018, and made final on March 8, 2018. Granting Dixon's motion for relief from judgment would prejudice Plaintiff financially if Plaintiff is required to incur the cost and expense of repeating the foreclosure process or some portion of it over two years after the sale was completed.

3. Dixon is not entitled to relief under Rule 60(b)(4).

Judge Kirven's failure to recuse himself did not render any of the judgments or orders void. "A void judgment is one that, from its inception, is a complete nullity and is without legal effect[.]" *Ware v. Ware*, 404 S.C. 1, 11, 743 S.E.2d 817, 822 (2013). "The definition of void under the rule only encompasses judgments from courts which failed to provide proper due process, or judgments from courts which lacked subject matter jurisdiction or personal jurisdiction." *Id.* "A judgment is not rendered void by irregularities which do not involve jurisdiction." *Id.*

Dixon does not dispute being properly served with process at the outset of this case, does not dispute receiving all hearing notices in this case, and does not dispute receiving notice of entry of all orders and judgments in this case. Dixon does not dispute the validity of the Order of Reference granting jurisdiction to both Masters. Because there is no dispute that Judge Drew and Judge Kirven had personal and subject matter jurisdiction at the time of the entry of the Judgment of Foreclosure and Sale, the subsequent Supplemental Orders Post Judgment, and the Order of Deficiency Judgment, Dixon is not entitled to relief pursuant to Rule 60(b)(4).

4. Dixon is not entitled to relief under Rule 60(b)(5).

Likewise, Dixon is not entitled to relief from judgment under the rarely-applied "no longer equitable" provision of Rule 60(b)(5).

"Because our appellate courts have not definitively addressed Rule 60(b)(5), we have looked to the federal courts' interpretation as our rule is similar to the federal rule." *Auto-Owners*

Ins. Co. v. Rhodes, 405 S.C. 584, 594, 748 S.E.2d 781, 786 (2013). “Our research reveals that this rule has limited application and has rarely been applied.” *Id.* (citing 11 Charles Alan Wright, Arthur R. Miller, & Mary Kay Kane, Federal Practice and Procedure § 2863 (3d ed. Supp. 2012) (identifying cases where relief has been granted and denied based on Rule 60(b)(5) and stating, this ground is “rarely” relied upon as a basis to allow relief from judgment)).

All of the points previously discussed—the untimeliness of Dixon’s motion, the lack of a meritorious defense, the lack of any mistake or inadvertence by Judge Kirven in not recusing himself, the prejudice that Plaintiff would incur—refute any argument that it would be inequitable for Dixon to be bound by all of the judgments and orders entered in this case.

Finally, since Dixon’s motion is based solely on Judge Kirven’s involvement in this matter, it strains logic to find a basis for setting aside the Judgment of Foreclosure and Sale of Judge Drew which was entered on November 25, 2015, or the first supplemental order entered by Judge Drew on May 17, 2016. Judge Kirven’s involvement in the case had absolutely nothing to do with either of those orders. Therefore, the fullest extent of any relief that could be granted to Dixon would be to vacate or set aside any actions taken by Judge Kirven—the second, third, and fourth supplemental orders, the Report of Sale, the Order of Deficiency Judgment, and the Writ of Assistance. However, even if these actions were vacated, it appears the matter would be left in the same posture as existed on June 30, 2016, when Judge Kirven arrived on the bench with Dixon’s liability fully adjudicated, a Judgment of Foreclosure and Sale already entered, a sale date in place, and the subject property ready to proceed to sale. Therefore, granting Dixon’s motion would be futile.

Conclusion

For the foregoing reasons, Defendant Doris J. Dixon’s Motion for Relief from Judgment/Order is denied.

AND IT IS SO ORDERED.

[Court’s signature page to follow]



Anderson Common Pleas

Case Caption: Deutsche Bank National Trust Company VS Doris J Dixon ,
defendant, et al

Case Number: 2015CP0401518

Type: Order/Relief

So Ordered

s/ J. Cordell Maddox Jr.

Electronically signed on 2020-08-31 10:15:43 page 8 of 8

STATE OF SOUTH CAROLINA	)	COURT OF COMMON PLEAS
	)	
COUNTY OF ANDERSON	)	10TH CIRCUIT
	)	
	)	
DEUTSCHE BANK NATIONAL TRUST COM-	)	
PANY,	)	
<i>Plaintiff,</i>	)	
	)	No. 2015-CP-04-1518
vs.	)	
	)	
DORIS J. DIXON; ANMED HEALTH,	)	
<i>Defendant.</i>	)	

MOTION FOR STAY PENDING APPEAL

COMES NOW Defendant Doris J. Dixon and, pursuant to R. 241, SCRCP, and/or S.C. Code § 18-9-170, requests that the Court stay further proceedings, including issuing and/or enforcing any writs of assistance pending the disposition of the appeal in this action.

September 23, 2020

Respectfully submitted,

DORIS J. DIXON

s/Howard W. Anderson III
Howard W. Anderson III
SC Bar No. 100329

Law Office of
Howard W. Anderson III, LLC
P.O. Box 661
176 E. Main St.
Pendleton, SC 29670
howard@hwalawfirm.com
864-643-5790 (p)
864-332-9798 (f)

CERTIFICATE OF SERVICE

I, Howard W. Anderson III, certify that I filed a copy of the foregoing paper with the Clerk by use of the E-file system, which will send notice to all counsel/parties of record, except for the following that I have this day served via U.S. mail:

n/a

s/Howard W. Anderson III

Howard W. Anderson III

SC Bar No. 100329

STATE OF SOUTH CAROLINA

COUNTY OF ANDERSON

Deutsche Bank National Trust Company, as
Certificate trustee on behalf of Bosco Credit II
Trust Series 2010-1,

Plaintiff,

v.

Doris J. Dixon; Anmed Health;

Defendant(s).

(010023-00200)

IN THE COURT OF COMMON PLEAS

DOCKET NO. 15-CP-04-1518

RECORD OF HEARING
(Pursuant to Rule 71, SCRCP)
Deficiency Judgment Demanded
against Doris J. Dixon



FILED-CLERK'S OFFICE
ANDERSON SC
NOV 25 AM 9:27
COMMON PLEAS AND
GENERAL SESSIONS

Pursuant to the Order of Reference granted in the above entitled cause, a reference was held herein on November 23, 2015 at 02:00 PM, before The Honorable Ellis B. Drew, Jr.

Plaintiff's attorney is Andrew Montgomery. The following Defendant(s)/Person(s) appeared at the hearing: Doris Dixon.

According to the Complaint filed herein, the Note and Mortgage are in default.

The original Lis Pendens was filed on June 24, 2015.

Affidavits, Acceptances of Service, or Orders of Publication are filed herein and show that service of the Summons and Complaint was properly made upon all Defendant(s).

Pursuant to Rule 55(a), SCRCP, an affidavit or certificate showing the Defendant(s) Doris J. Dixon is in default and that the Defendant(s) Doris J. Dixon is not in the Military Service of the United States of America, as contemplated under The Service Members Civil Relief Act, 50 U.S.C. app. § 501 et. seq. was or will be filed herein.

Pursuant to Administrative Order 2011-05-02-01 of the South Carolina Supreme Court, the attorney for the Plaintiff has certified that the property that is the subject of this action is not owner-occupied; or that a Notice of Foreclosure Intervention was served on the Mortgagor(s) as defined by said Administrative Order, more than thirty days has passed since the service of said Notice, and the Mortgagor(s) has failed, refused, or voluntarily elected not to participate in any foreclosure intervention process.

Plaintiff's attorney presented or will present copies of the following documents:

1. Affidavit of Attorney Fees
2. Affidavit of Costs

3. Notice of Hearing and Certificate of Mailing
4. Promissory Note(s)
5. Mortgage(s)
6. Assignment(s) of Mortgage
7. Evidence of Debt Amount

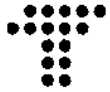
Plaintiff established the total debt amount secured by the Note and mortgage is \$33,495.54. Plaintiff established that the Note is in default for failure to make the March 15, 2013 and all subsequent payments.

Plaintiff has specifically demanded any right to a personal or deficiency judgment against Doris J. Dixon. Plaintiff may waive any of its rights, including its right to a personal or deficiency judgment, at any time prior to the foreclosure sale.

Plaintiff asks that the mortgage be foreclosed, that the property be sold at public auction in accordance with law, and that the sale be made subject to taxes and assessments, existing easements or restrictions, and any other senior encumbrances.

Anderson, South Carolina

November 23, 2015 at 02:00 PM.



ROGERS TOWNSEND
ATTORNEYS AT LAW

ROGERS TOWNSEND & THOMAS, PC
DEFAULT SERVICES DEPARTMENT

POST OFFICE BOX 100200 (29202)
220 EXECUTIVE CENTER DRIVE
COLUMBIA, SOUTH CAROLINA 29210
P 803.744.4444 F 803.343.7013
WWW.RTT-LAW.COM

November 6, 2015

Doris J. Dixon
122 Terrace Lane
Anderson, SC 29621

Steven Kirven
1100 North Main Street
Anderson, SC 29621
Attorney for Anmed Health

Re: Deutsche Bank National Trust Company, as Certificate trustee on behalf of Bosco Credit II
Trust Series 2010-1 vs. Doris J Dixon
Case No. 15-CP-04-1518; Anderson County
Our File No. 010023-00200

Dear Sir or Madam:

A foreclosure hearing has been set in the above-referenced matter for November 23, 2015 at 02:00 PM before the Honorable Ellis B. Drew, Jr., Master in Equity for Anderson County, at:
**Anderson County Courthouse, 100 South Main Street
Anderson, SC 29622**

Pursuant to S.C. Code Ann. § 14-11-110 (as amended), the Plaintiff's attorney will submit written testimony on behalf of the Plaintiff at the hearing listed above.

Sincerely,

Paralegal for:

Robert P. Davis (SC Bar #74030)
H. Guyton Murrell (SC Bar # 064134)
Kevin T. Brown (SC Bar # 064236)
Jason D. Wyman (SC Bar # 100271)

Andrew W. Montgomery (SC Bar #79893)
John J. Hearn (SC Bar # 6635)
Nikole Haltiwanger (SC Bar # 70491)

220 Executive Center Drive
Columbia, SC 29210

Post Office Box 100200 (29202)
(803) 744-4444

This firm collects debts for mortgage lenders and other creditors. Any information obtained will be used for that purpose. However, if you are in bankruptcy or have received a bankruptcy discharge of this debt, this communication is not an attempt to collect the debt but is only notice of possible enforcement of the lien against the collateral property.

STATE OF SOUTH CAROLINA

COUNTY OF ANDERSON

Deutsche Bank National Trust Company, as
Certificate trustee on behalf of Bosco Credit II
Trust Series 2010-1,

Plaintiff,

v.

Doris J. Dixon; Anmed Health;

Defendant(s).

IN THE COURT OF COMMON PLEAS

DOCKET NO. 15-CP-04-1518

CERTIFICATE OF MAILING
Deficiency Judgment Demanded

(010023-00200)

I am an employee of the law offices of Rogers Townsend and Thomas, PC, attorneys for Plaintiff, do hereby certify that I have mailed a copy of the Notice of Hearing, which is attached hereto and incorporated herein by reference, dated November 6, 2015 and in connection with the above-referenced case, by mailing a copy of the same by United States mail, postage prepaid, to each of the Addressees, listed on the Notice of Hearing and in separate envelopes, at each of their respective addresses shown thereon, this November 6, 2015.



Dawn Walton
Michelle King
Christy McCutchen
Matt Kilpatrick
Ladie Wheatley

NOTE

L. Number

JUNE 15, 2006

ANDERSON, South Carolina
City122 Terrace Ln, Anderson, SOUTH CAROLINA
Property Address City29621
State Zip Code**1. BORROWER'S PROMISE TO PAY**

In return for a loan that I have received, I promise to pay U.S. \$17,800.00 (this amount will be called "principal"), plus interest, to the order of the Lender. The Lender is Decision One Mortgage Company, LLC. I understand that the Lender may transfer this Note. The Lender or anyone who takes this Note by transfer and who is entitled to receive payments under this Note will be called the "Note Holder."

2. INTEREST

I will pay interest at a yearly rate of 12.79%.

Interest will be charged on unpaid principal until the full amount of principal has been paid.

3. PAYMENTS

I will pay principal and interest by making payments each month of U.S. \$193.99.

I will make my payments on the 15TH day of each month beginning on JULY 15, 2006. I will make these payments every month until I have paid all of the principal and interest and any other charges, described below, that I may owe under this Note. If, on JUNE 15, 2021, I still owe amounts under this Note, I will pay all those amounts, in full, on that date.

I will make my monthly payments at 6060 J.A. Jones Drive, Suite 1000, Charlotte, North Carolina 28287 or at a different place if required by the Note Holder.

4. BORROWER'S FAILURE TO PAY AS REQUIRED**(A) Late Charge for Overdue Payments**

If the Note Holder has not received the full amount of any of my monthly payments by the end of TEN calendar days after the date it is due, I will pay a late charge to the Note Holder. The amount of the charge will be 5.0 % of my overdue payment, but not less than U.S.\$ 5.20 and not more than U.S.\$ 13.00. I will pay this late charge only once on any late payment.

(B) Default

If I do not pay the full amount of each monthly payment by the date stated in Section 3 above, I will be in default. Even if, at a time when I am in default, the Note Holder does not require me to pay immediately in full as described below, the Note Holder will still have the right to do so if I am in default at a later time.

(C) Notice From Note Holder

If I am in default for 10 days, the Note Holder may send me a written notice telling me that if I do not pay the overdue amount by a certain date the Note Holder may require me to pay immediately the full amount of principal which has not been paid and all the interest that I owe on that amount. That date must be at least 20 days after the date on which the notice is mailed to me or, if it is not mailed, 20 days after the date on which it is delivered to me.

(D) Payment of Note Holder's Costs and Expenses

If the Note Holder has required me to pay immediately in full as described above, the Note Holder will have the right to be paid back for all of its costs and expenses to the extent not prohibited by applicable law. Those expenses include, for example, reasonable attorney's fees.

5. THIS NOTE SECURED BY A MORTGAGE

In addition to the protections given to the Note Holder under this Note, a Mortgage, dated JUNE 15, 2006, protects the Note Holder from possible losses which might result if I do not keep the promises which I make in this Note. That Mortgage describes how and under what conditions I may be required to make immediate payment in full of all amounts that I owe under this Note.

6. BORROWER'S PAYMENTS BEFORE THEY ARE DUE

I have the right to make payments of principal at any time before they are due. A payment of principal only is known as a "prepayment." When I make a prepayment, I will tell the Note Holder in a letter that I am doing so. A prepayment of all of the unpaid principal is known as a "full prepayment." A prepayment of only part of the unpaid principal is known as a "partial prepayment."

SOUTH CAROLINA - SECOND MORTGAGE - 1/80 - FNMA/FHLMC UNIFORM INSTRUMENT

Form 3841 (page 1 of 2 pages)

I may make a full prepayment or partial prepayment without paying any penalty. The Note Holder will use all of my prepayments to reduce the amount of principal that I owe under this Note. If I make a partial prepayment, there will be no delays in the due dates or changes in the amounts of my monthly payments unless the Note Holder agrees in writing to those delays or changes. I may make a full prepayment at any time. If I choose to make a partial prepayment, the Note Holder may require me to make this prepayment on the same day that one of my monthly payments is due. The Note Holder may also require that the amount of my partial prepayment be equal to the amount of principal that would have been part of my next one or more monthly payments.

7. BORROWER'S WAIVERS

I waive my rights to require the Note Holder to do certain things. Those things are: (A) to demand payment of amounts due (known as "presentment"); (B) to give notice that amounts due have not been paid (known as "notice of dishonor"); (C) to obtain an official certification of nonpayment (known as a "protest"). Anyone else who agrees to keep the promises made in this Note, or who agrees to make payments to the Note Holder if I fail to keep my promises under this Note, or who signs this Note to transfer it to someone else also waives these rights. These persons are known as "guarantors, sureties and endorsers."

8. GIVING OF NOTICES

Any notice that must be given to me under this Note will be given by delivering it or by mailing it by certified mail addressed to me at the Property Address above. A notice will be delivered or mailed to me at a different address if I give the Note Holder a notice of my different address.

Any notice that must be given to the Note Holder under this Note will be given by mailing it by certified mail to the Note Holder at the address stated in Section 3 above. A notice will be mailed to the Note Holder at a different address if I am given a notice of that different address.

9. RESPONSIBILITY OF PERSONS UNDER THIS NOTE

If more than one person signs this Note, each of us is fully and personally obligated to pay the full amount owed and to keep all of the promises made in this Note. Any guarantor, surety, or endorser of this Note (as described in Section 7 above) is also obligated to do these things. The Note Holder may enforce its rights under this Note against each of us individually or against all of us together. This means that any one of us may be required to pay all of the amounts owed under this Note. Any person who takes over my rights or obligations under this Note will have all of my rights and must keep all of my promises made in this Note. Any person who takes over the rights or obligations of a guarantor, surety, or endorser of this Note (as described in Section 7 above) is also obligated to keep all of the promises made in this Note.


DORIS J. DIXON (Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

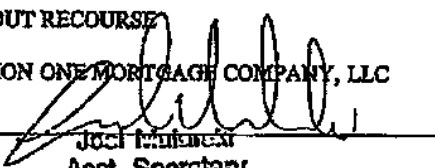
(Sign Original Only)

PAY TO THE ORDER OF

WITHOUT RECOURSE

DECISION ONE MORTGAGE COMPANY, LLC

BY:


Joel E. Johnson
Asst. Secretary

Form 3941 (page 2 of 2 pages)

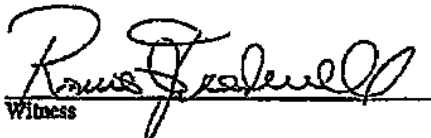
Loan Number 2010060605652

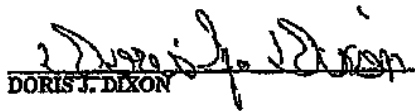
BALLOON PAYMENT RIDER TO NOTE

THIS BALLOON PAYMENT RIDER ("Rider") is made this 15TH day of JUNE, 2006, and amends a Note in the amount of \$17,800.00 (the "Note") made by the person(s) who sign below ("Borrower") to DECISION ONE MORTGAGE COMPANY, LLC ("Lender").

"THIS LOAN IS PAYABLE IN FULL AT MATURITY. YOU MUST REPAY THE ENTIRE PRINCIPAL BALANCE OF THE LOAN AND UNPAID INTEREST THEN DUE. THE LENDER IS UNDER NO OBLIGATION TO REFINANCE THE LOAN AT THAT TIME. YOU WILL, THEREFORE, BE REQUIRED TO MAKE PAYMENT OUT OF OTHER ASSETS THAT YOU MAY OWN, OR YOU WILL HAVE TO FIND A LENDER, WHICH MAY BE THE LENDER YOU HAVE THIS LOAN WITH, WILLING TO LEND YOU THE MONEY. IF YOU REFINANCE THIS LOAN AT MATURITY, YOU MAY HAVE TO PAY SOME OR ALL OF THE CLOSING COSTS NORMALLY ASSOCIATED WITH A NEW LOAN EVEN IF YOU OBTAIN REFINANCING FROM THE SAME LENDER."

At least ninety (90) but not more than one hundred twenty (120) days prior to the Maturity Date, Lender must send Borrower a notice which states the Maturity Date and the amount of the "balloon payment" (which is the entire unpaid principal balance of loan and interest then due) which will be due on the Maturity Date (assuming all scheduled payments due between the date of the notice and the Maturity Date are made on time.)


Witness

 (Seal)
DORIS J. DIXON -Borrower

Witness

(Seal)
-Borrower

Witness

(Seal)
-Borrower

+



MORTGAGE

THIS MORTGAGE is made this 15TH day of JUNE, 2006, between the Mortgagor, DORIS J DIXON, (herein "Borrower"), and the Mortgagee, Mortgage Electronic Registration Systems, Inc. (herein "MERS"). MERS is a separate corporation that is acting solely as a nominee for Lender and Lender's successors and assigns. MERS is organized and existing under the laws of Delaware, and has an address and telephone number of P.O. Box 2026, Flint, MI 48501-2026, tel. (888) 679-MERS. The Lender is Decision One Mortgage Company, LLC, a corporation organized and existing under the laws of NORTH CAROLINA, whose address is 6060 J.A. JONES DRIVE, SUITE 1000, CHARLOTTE, NORTH CAROLINA 28287 (herein "Lender").

WHEREAS, Borrower is indebted to Lender in the principal sum of U.S. \$17,800.00, which indebtedness is evidenced by Borrower's note dated JUNE 15, 2006 and extensions and renewals thereof (herein "Note"), providing for monthly installments of principal and interest, with the balance of indebtedness, if not sooner paid, due and payable on JUNE 15, 2021;

TO SECURE to Lender the repayment of the indebtedness evidenced by the Note, with interest thereon; the payment of all other sums, with interest thereon, advanced in accordance herewith to protect the security of this Mortgage; and the performance of the covenants and agreements of Borrower herein contained, Borrower does hereby mortgage, grant and convey to MERS (solely as nominee for Lender and Lender's successors and assigns) and to the successors and assigns of MERS, the following described property located in the County of ANDERSON, State of South Carolina:

SEE ATTACHED SCHEDULE "A"

which has the address of 122 Terrace Ln, Anderson,
[Street] [City]
 South Carolina 29621 (herein "Property Address");
[Zip Code]

TO HAVE AND TO HOLD unto MERS (solely as nominee for Lender and Lender's successors and assigns) and to the successors and assigns of MERS, forever, together with all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances and rents, all of which shall be deemed to be and remain a part of the property covered by this Mortgage; and all of the foregoing, together with said property (or the leasehold estate if this Mortgage is on a leasehold) are hereinafter referred to as the "Property." Borrower understands and agrees that MERS holds only legal title to the interests granted by Borrower in this Security Instrument, but, if necessary to comply with law or custom, MERS (as nominee for Lender and Lender's successors and assigns) has the right to exercise any or all of those interests, including, but not limited to, the right to foreclose and sell the Property; and to take any action required of Lender including, but not limited to, releasing and canceling this Security Instrument.

SOUTH CAROLINA - SECOND MORTGAGE - 1/80 - FNMA/FHLMC MODIFIED INSTRUMENT Form 3841 (page 1 of 5 pages)

Borrower covenants that Borrower is lawfully seized of the estate hereby conveyed and has the right to mortgage, grant and convey the Property, and that the Property is unencumbered, except for encumbrances of record. Borrower covenants that Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to encumbrances of record.

UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

1. Payment of Principal and Interest. Borrower shall promptly pay when due the principal and interest indebtedness evidenced by the Note and late charges as provided in the Note.

2. Funds for Taxes and Insurance. Subject to applicable law or a written waiver by Lender, Borrower shall pay to Lender on the day monthly payments of principal and interest are payable under the Note, until the Note is paid in full, a sum (herein "Funds") equal to one-twelfth of the yearly taxes and assessments (including condominium and planned unit development assessments, if any) which may attain priority over this Mortgage and ground rents on the Property, if any, plus one-twelfth of yearly premium installments for hazard insurance, plus one-twelfth of yearly premium installments for mortgage insurance, if any, all as reasonably estimated initially and from time to time by Lender on the basis of assessments and bills and reasonable estimates thereof. Borrower shall not be obligated to make such payments of Funds to Lender to the extent that Borrower makes such payments to the holder of a prior mortgage or deed of trust if such holder is an institutional lender.

If Borrower pays Funds to Lender, the Funds shall be held in an institution the deposits or accounts of which are insured or guaranteed by a Federal or state agency (including Lender if Lender is such an institution). Lender shall apply the Funds to pay said taxes, assessments, insurance premiums and ground rents. Lender may not charge for so holding and applying the Funds, analyzing said account or verifying and compiling said assessments and bills, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. Borrower and Lender may agree in writing at the time of execution of this Mortgage that interest on the Funds shall be paid to Borrower, and unless such agreement is made or applicable law requires such interest to be paid, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds showing credits and debits to the Funds and the purpose for which each debit to the Funds was made. The Funds are pledged as additional security for the sums secured by this Mortgage.

If the amount of the Funds held by Lender, together with the future monthly installments of Funds payable prior to the due dates of taxes, assessments, insurance premiums and ground rents, shall exceed the amount required to pay said taxes, assessments, insurance premiums and ground rents as they fall due, such excess shall be, at Borrower's option, either promptly repaid to Borrower or credited to Borrower on monthly installments of Funds. If the amount of the Funds held by Lender shall not be sufficient to pay taxes, assessments, insurance premiums and ground rents as they fall due, Borrower shall pay to Lender any amount necessary to make up the deficiency in one or more payments as Lender may require.

Upon payment in full of all sums secured by this Mortgage, Lender shall promptly refund to Borrower any Funds held by Lender. If under paragraph 17 hereof the Property is sold or the Property is otherwise acquired by Lender, Lender shall apply, no later than immediately prior to the sale of the Property or its acquisition by Lender, any Funds held by Lender at the time of application as a credit against the sums secured by this Mortgage.

3. Application of Payments. Unless applicable law provides otherwise, all payments received by Lender under the Note and paragraphs 1 and 2 hereof shall be applied by Lender first in payment of amounts payable to Lender by Borrower under paragraph 2 hereof, then to interest payable on the Note, and then to the principal of the Note.

4. Prior Mortgages and Deeds of Trust; Charges; Liens. Borrower shall perform all of Borrower's obligations under any mortgage, deed of trust or other security agreement with a lien which has priority over this Mortgage, including Borrower's covenants to make payments when due. Borrower shall pay or cause to be paid all taxes, assessments and other charges, fines and impositions attributable to the Property which may attain a priority over this Mortgage, and leasehold payments or ground rents, if any.

5. Hazard Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage", and such other hazards as Lender may require and in such amounts and for such periods as Lender may require.

The insurance carrier providing the insurance shall be chosen by Borrower subject to approval by Lender; provided, that such approval shall not be unreasonably withheld. All insurance policies and renewals thereof shall be in a form acceptable to Lender and shall include a standard mortgage clause in favor of and in a form acceptable to Lender. Lender shall have the right to hold the policies and renewals thereof, subject to the terms of any mortgage, deed of trust or other security agreement with a lien which has priority over this Mortgage.

In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower.

If the Property is abandoned by Borrower, or if Borrower fails to respond to Lender within 30 days from the date notice is mailed by Lender to Borrower that the insurance carrier offers to settle a claim for insurance benefits, Lender is authorized to collect and apply the insurance proceeds at Lender's option either to restoration or repair of the Property or to the sums secured by this Mortgage.

Form 3841 (page 2 of 5 pages)

6. Preservation and Maintenance of Property; Leaseholds; Condominiums; Planned Unit Developments. Borrower shall keep the Property in good repair and shall not commit waste or permit impairment or deterioration of the Property and shall comply with the provisions of any lease if this Mortgage is on a leasehold. If this Mortgage is on a unit in a condominium or a planned unit development, Borrower shall perform all of Borrower's obligations under the declaration or covenants creating or governing the condominium or planned unit development, the by-laws and regulations of the condominium or planned unit development, and constituent documents.

7. Protection of Lender's Security. If Borrower fails to perform the covenants and agreements contained in this Mortgage, or if any action or proceeding is commenced which materially affects Lender's interest in the Property, then Lender, at Lender's option, upon notice to Borrower, may make such appearances, disburse such sums, including reasonable attorneys' fees, and take such action as is necessary to protect Lender's interest. If Lender required mortgage insurance as a condition of making the loan secured by this Mortgage, Borrower shall pay the premiums required to maintain such insurance in effect until such time as the requirement for such insurance terminates in accordance with Borrower's and Lender's written agreement or applicable law.

Any amounts disbursed by Lender pursuant to this paragraph 7, with interest thereon, at the Note rate, shall become additional indebtedness of Borrower secured by this Mortgage. Unless Borrower and Lender agree to other terms of payment, such amounts shall be payable upon notice from Lender to Borrower requesting payment thereof. Nothing contained in this paragraph 7 shall require Lender to incur any expense or take any action hereunder.

8. Inspection. Lender may make or cause to be made reasonable entries upon and inspections of the Property, provided that Lender shall give Borrower notice prior to any such inspection specifying reasonable cause therefor related to Lender's interest in the Property.

9. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of the Property, or part thereof, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender, subject to the terms of any mortgage, deed of trust or other security agreement with a lien which has priority over this Mortgage.

10. Borrower Not Released; Forbearance By Lender Not a Waiver. Extension of the time for payment or modification of amortization of the sums secured by this Mortgage granted by Lender to any successor in interest of Borrower shall not operate to release, in any manner, the liability of the original Borrower and Borrower's successors in interest. Lender shall not be required to commence proceedings against such successor or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Mortgage by reason of any demand made by the original Borrower and Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy hereunder, or otherwise afforded by applicable law, shall not be a waiver of or preclude the exercise of any such right or remedy.

11. Successors and Assigns Bound; Joint and Several Liability; Co-signers. The covenants and agreements herein contained shall bind, and the rights hereunder shall inure to, the respective successors and assigns of Lender and Borrower, subject to the provisions of paragraph 16 hereof. All covenants and agreements of Borrower shall be joint and several. Any Borrower who co-signs this Mortgage, but does not execute the Note, (a) is co-signing this Mortgage only to mortgage, grant and convey that Borrower's interest in the Property to Lender under the terms of this Mortgage, (b) is not personally liable on the Note or under this Mortgage, and (c) agrees that Lender and any other Borrower hereunder may agree to extend, modify, forbear, or make any other accommodations with regard to the terms of this Mortgage or the Note without that Borrower's consent and without releasing that Borrower or modifying this Mortgage as to that Borrower's interest in the Property.

12. Notice. Except for any notice required under applicable law to be given in another manner, (a) any notice to Borrower provided for in this Mortgage shall be given by delivering it or by mailing such notice by certified mail addressed to Borrower at the Property Address or at such other address as Borrower may designate by notice to Lender as provided herein, and (b) any notice to Lender shall be given by certified mail to Lender's address stated herein or to such other address as Lender may designate by notice to Borrower as provided herein. Any notice provided for in this Mortgage shall be deemed to have been given to Borrower or Lender when given in the manner designated herein.

13. Governing Law; Severability. The state and local laws applicable to this Mortgage shall be the laws of the jurisdiction in which the Property is located. The foregoing sentence shall not limit the applicability of Federal law to this Mortgage. In the event that any provision or clause of this Mortgage or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Mortgage or the Note which can be given effect without the conflicting provision, and to this end the provisions of this Mortgage and the Note are declared to be severable. As used herein, "costs", "expenses" and "attorneys' fees" include all sums to the extent not prohibited by applicable law or limited herein.

14. Borrower's Copy. Borrower shall be furnished a conformed copy of the Note and of this Mortgage at the time of execution or after recordation hereof.

15. Rehabilitation Loan Agreement. Borrower shall fulfill all of Borrower's obligations under any home rehabilitation, improvement, repair, or other loan agreement which Borrower enters into with Lender. Lender, at Lender's option, may require Borrower to execute and deliver to Lender, in a form acceptable to Lender, an assignment of any rights, claims or defenses which Borrower may have against parties who supply labor, materials or services in connection with improvements made to the Property.

16. Transfer of the Property or a Beneficial Interest in Borrower. If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by this Mortgage. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Mortgage.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by this Mortgage. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Mortgage without further notice or demand on Borrower.

NON-UNIFORM COVENANTS. Borrower and Lender further covenant and agree as follows:

17. Acceleration; Remedies. Except as provided in paragraph 16 hereof, upon Borrower's breach of any covenant or agreement of Borrower in this Mortgage, including the covenants to pay when due any sums secured by this Mortgage, Lender prior to acceleration shall give notice to Borrower as provided in paragraph 12 hereof specifying: (1) the breach; (2) the action required to cure such breach; (3) a date, not less than 20 days from the date the notice is mailed to Borrower, by which such breach must be cured; and (4) that failure to cure such breach on or before the date specified in the notice may result in acceleration of the sums secured by this Mortgage, foreclosure by judicial proceeding, and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the nonexistence of a default or any other defense of Borrower to acceleration and foreclosure. If the breach is not cured on or before the date specified in the notice, Lender, at Lender's option, may declare all of the sums secured by this Mortgage to be immediately due and payable without further demand and may foreclose this Mortgage by judicial proceeding. Lender shall be entitled to collect in such proceeding all expenses of foreclosure, including, but not limited to, reasonable attorneys' fees, and costs of documentary evidence, abstracts and title reports, all of which shall be additional sums secured by this Mortgage.

18. Borrower's Right to Reinstate. Notwithstanding Lender's acceleration of the sums secured by this Mortgage due to Borrower's breach, Borrower shall have the right to have any proceedings begun by Lender to enforce this Mortgage discontinued at any time prior to entry of a judgment enforcing this Mortgage if: (a) Borrower pays Lender all sums which would be then due under this Mortgage and the Note had no acceleration occurred; (b) Borrower cures all breaches of any other covenants or agreements of Borrower contained in this Mortgage; (c) Borrower pays all reasonable expenses incurred by Lender in enforcing the covenants and agreements of Borrower contained in this Mortgage, and in enforcing Lender's remedies as provided in paragraph 17 hereof, including, but not limited to, reasonable attorneys' fees; and (d) Borrower takes such action as Lender may reasonably require to assure that the lien of this Mortgage, Lender's interest in the Property and Borrower's obligation to pay the sums secured by this Mortgage shall continue unimpaired. Upon such payment and cure by Borrower, this Mortgage and the obligations secured hereby shall remain in full force and effect as if no acceleration had occurred.

19. Assignment of Rents; Appointment of Receiver. As additional security hereunder, Borrower hereby assigns to Lender the rents of the Property, provided that Borrower shall, prior to acceleration under paragraph 17 hereof or abandonment of the Property, have the right to collect and retain such rents as they become due and payable.

Upon acceleration under paragraph 17 hereof or abandonment of the Property, Lender shall be entitled to have a receiver appointed by court to enter upon, take possession of and manage the Property and to collect the rents of the Property including those past due. All rents collected by the receiver shall be applied first to payment of the costs of management of the Property and collection of rents, including, but not limited to, receiver's fees, premiums on receiver's bonds and reasonable attorneys' fees, and then to the sums secured by this Mortgage. The receiver shall be liable to account only for those rents actually received.

20. Release. Upon payment of all sums secured by this Mortgage, this Mortgage shall become null and void, and Lender shall release this mortgage without charge to Borrower. Borrower shall pay all costs of recordation, if any.

21. Waiver of Homestead. Borrower hereby waives all rights of homestead exemption in the Property.

22. Waiver of Right of Appraisal. Borrower hereby waives the right to assert any statute providing appraisal rights which may reduce any deficiency judgment obtained by Lender against Borrower in the event of foreclosure under this Mortgage.

23. Riders to this Security Instrument. If one or more riders are executed by Borrower and recorded together with this Security Instrument, the covenants and agreements of each such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument.

[Check applicable box(es)]

☐ Adjustable Rate Rider

☐ Graduated Payment Rider

☐ Balloon Rider

☐ Other(s) [specify]

☐ Condominium Rider

☐ Planned Unit Development Rider

☐ Rate Improvement Rider

☐ 1-4 Family Rider

☐ Biweekly Payment Rider

☐ Second Home Rider

**REQUEST FOR NOTICE OF DEFAULT
AND FORECLOSURE UNDER SUPERIOR
MORTGAGES OR DEEDS OF TRUST**

Borrower and Lender request the holder of any mortgage, deed of trust or other encumbrance with a lien which has priority over this Mortgage to give Notice to Lender, at Lender's address set forth on page one of this Mortgage, of any default under the superior encumbrance and of any sale or other foreclosure action.

IN WITNESS WHEREOF, Borrower has executed this Mortgage.

Signed, sealed and delivered in the presence of:

Ronnie Treadwell
K. Treadwell

Doris J. Dixon (Seal)
DORIS J. DIXON -Borrower

____ (Seal)
____ -Borrower

____ (Seal)
____ -Borrower

ACKNOWLEDGMENT

STATE OF SOUTH CAROLINA, Anderson County ss:

Before me personally appeared the undersigned witness and made oath that he/she saw the within named Borrower sign, seal, and as his/her act and deed, deliver the within written Mortgage; and that he/she with witnessed the execution thereof.

Sworn before me this 15TH day of JUNE, 2006

K. Treadwell (Seal)
Notary Public for South Carolina

Ronnie Treadwell

My commission expires: 4-9-14

RENUNCIATION OF DOWER

STATE OF SOUTH CAROLINA, _____ County ss:

I, Kathleen Treadwell, a Notary Public, do hereby certify unto all whom it may concern that Mrs. _____ the wife of the within named _____ did this day appear before me, and upon being privately and separately examined by me, did declare that she does freely, voluntarily and without any compulsion, dread or fear of any person whomsoever, renounce, release and forever relinquish unto the within named _____, its Successors and Assigns, all her interest and estate, and also all her right and claim of Dower, of, in or to all and singular the premises within mentioned and released.

Given under my Hand and Seal, this 15TH day of JUNE, 2006

____ (Seal)
Notary Public for South Carolina

K. Treadwell

[Space Below This Line Reserved For Lender and Recorder]

When Recorded Mail To:

Decision One Mortgage Company, LLC
6060 J.A. Jones Drive, Suite 1000
Charlotte, North Carolina 28287

KATHLEEN A. TREADWELL
NOTARY PUBLIC
STATE OF S. CAROLINA
MY COMM. EXP. 04-09-14

Form 3841 (page 5 of 5 pages)

Exhibit "A"

All that piece, parcel, or lot of land, situate, lying and being in Anderson County, State of South Carolina, being known and designated as Lot Number Eleven (11), Broadview Subdivision, being more fully described on plat prepared by Nu-South Surveying, Inc. Earl B. O'Brien, Reg. LS. #10755, dated 07/26/95, recorded in the Register of Deeds Office for Anderson County, in Plat Slide/Book 110, at Page 177. Reference is hereby made to said plat for a more complete description of metes and bounds thereof.

The lien of this mortgage is junior to the mortgage given to Decision One Mortgage Company, LLC in the amount of \$71,200.00, recorded on 7-5-06, in the Office of the Register of Deeds of Anderson County, in Book 7452, at page 212.

This being the identical property conveyed to Mortgagor by Deed from, dated, recorded 7-5-06, and duly recorded in the Office of the Register of Deeds of Anderson County in Book 7452, at Page 209.

Tax Map Number: 178-14-03-025

060021958 7/05/2006 12:15:39 PM
FILED, RECORDED, INDEXED
Bk: 07452 Pg: 00227 Pages:006
Rec Fee: 12.00 St Fee:
Cd Fee:
REGISTER OF DEEDS, ANDERSON CO, SC
Shirley McElhannon

BRD

When Recorded Return to:
Richmond Monroe Group
PO Box 458
Kimberling City, MO 65686
Recording Requested By:
Richmond Monroe Group

CORPORATE ASSIGNMENT OF MORTGAGE

Anderson, South Carolina

"DIXON"

Date of Assignment: August 14th, 2006

Assignor: MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. at PO BOX 2028, FLINT, MI 48601
Assignee: FRANKLIN CREDIT MANAGEMENT CORP. at 141 HUDSON ST., 25TH FLOOR, JERSEY CITY, NJ 07302

Executed By: DORIS J DIXON To: MERS AS NOMINEE FOR DECISION ONE MORTGAGE COMPANY, LLC
Date of Mortgage: 06/15/2006 Recorded: 7-5-06 in Book/Rev/Liber: 7452 Page/Folio:
227 as Instrument No: 60021958 in Anderson, South Carolina

Property Address: 122 Terrace Ln. Anderson, SC 29621

KNOW ALL MEN BY THESE PRESENTS that In consideration of the sum of TEN and NO/100ths DOLLARS and other good and valuable consideration, paid to the above named Assignor, the receipt and sufficiency of which is hereby acknowledged, the said Assignor hereby assigns unto the above-named Assignee, the said Mortgage together with the Note or other evidence of Indebtedness (the "Note"), said Note having an original principal sum of \$17,880.00 with interest, secured thereby, together with all moneys now owing or that may hereafter become due or owing in respect thereof, and the full benefit of all the powers and of all the covenants and provisions therein contained, and the said Assignor hereby grants and conveys unto the said Assignee, the Assignor's beneficial interest under the Mortgage.

TO HAVE AND TO HOLD the said Mortgage and Note, and also the said property unto the said Assignee forever
subject to the terms contained in said Mortgage and Note.

MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC.

Сл 8714/06

By: Kim Keaton
Kim Keaton, Assistant Secretary

WITNESS

Deidre Thewken

WITNESS

Melissa McDermott

STATE OF South Carolina
COUNTY OF Lancaster

On 8-14-06, before me, KRUNAL DESAI, a Notary Public in and for Lancaster in the State of South Carolina, personally appeared Kim Keaton, Assistant Secretary, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) I have subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity, and that by his/her/their signature on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.


KRUNAL DESAI
Notary Expires: 05/04/2016

KRUNAL DESAI
Notary Public, South Carolina
My Commission Expires
May 04, 2016

(This area for notarial seal)

060031718 7/20/2006 10:03:58 AM
FILED, RECORDED, INDEXED
Bk: 07599 Pg: 00124 Pages: 001
Rec Fee: 6.00 St Fee:
Co Fee:

Co Fee
REGISTER OF DEEDS, ANDERSON CO. SC
Sister McElhannon

FRANKLIN CREDIT

MANAGEMENT CORPORATION *

Prior to submitting foreclosure Judgment Figures, firms must review the Fees and Costs Module in FIS|Process Management for any completed outstanding fees. If permitted, these outstanding fees (Property Preservation, BK/FC fees, etc.) must be included in the Judgment amount.

Based upon the figures provided, it is the firm's responsibility to add in all appropriate additional items or to make any necessary adjustments to the Judgment Figures, in accordance to state regulations.

LOAN INFORMATION	
CUSTOMER NAME	DORIS J DIXON
LOAN NUMBER	
JUDGMENT FIGURES DATE	10/30/2015
TAXES -NEXT DUE	
PER DIEM	6.05
FINANCIAL INFORMATION	
PRINCIPAL BALANCE	17264.83
RELEASE FEES	25
PENALTY DUE (see also PREPAYMENT DESCRIPTION)	0
INVESTOR OWED FEES	0
ESCROW BALANCE	0
OTHER FUNDS BALANCE	0
ASST BALANCE	0
LOSS DRAFT BALANCE	0
UNAPPLIED BALANCE	0
ACCRUED ESCROW INTEREST BALANCE	0
JUDGMENT FIGURE TOTALS	
INTEREST TOTAL	5979.07
FEES TOTAL	12436.44
DEBITS TOTAL	0
CREDITS TOTAL	0
JUDGMENT FIGURES TOTAL	35705.34
PREPAYMENT INFORMATION	
*PREPAYMENT DESCRIPTION	No Prepayment
*IMPORTANT Pre-Payment Penalty information: When the PREPAYMENT DESCRIPTION reflects "See Note for Instruction" or "Undefined", it is the responsibility of the attorney or raise the "Prepayment Penalty" issue in FIS Process Management. The prepayment penalty dollar figure will be provided upon resolution of the issues. It is the responsibility of the attorney to add this dollar figure to the judgment amount.	
PREPAYMENT -YEARS	0
EXPIRES ON DUE DATE	0

Be advised that anticipated legal fees and costs were not added to the provided figures. Upon review, adjust the outstanding balance to reflect legal fees and costs due to your office.

*These figures are provided solely for informational purposes and are subject to correction. Nothing contained herein shall be constructed as an estoppel, waiver, or in prejudice of any of the Note holder's right to proceed with legal action if not satisfied in full. Escrow balance is subject to audit and may change due to receipts or disbursements from the accounts prior to payment in full. Final figures from the Note holder should be verified upon date payments are anticipated being made. All monies must be received in certified funds or money order.

STATE OF SOUTH CAROLINA

COUNTY OF ANDERSON

Deutsche Bank National Trust Company, as
Certificate trustee on behalf of Bosco Credit II
Trust Series 2010-1,

Plaintiff,

v.

Doris J. Dixon; Anmed Health;

Defendant(s).

(010023-00200)

IN THE COURT OF COMMON PLEAS

DOCKET NO. 15-CP-04-1518

RECORD OF SUPPLEMENTAL HEARING
Deficiency Judgment Demanded
Against Doris J. Dixon



The Judgment of Foreclosure and Sale in the above captioned case was filed on November 25, 2015, a supplemental reference was held herein on May 16, 2016 at 10:00 AM, before The Honorable Ellis B. Drew, Jr.

Plaintiff's attorney is Andrew Montsomsy. The following Defendant(s)/Person(s) appeared at the supplemental hearing: NO ONE.

Plaintiff's attorney presented or will present copies of the following documents:

1. Affidavit of Additional Attorney Fees and Costs
2. Notice of Hearing and Certificate of Mailing
3. Evidence of Debt

Anderson, South Carolina
May 16, 2016 at 10:00 AM.

FILED-CLERK'S OFFICE
ANDERSON SC
2016 MAY 17 AM 8:40
COMMON PLEAS AND
GENERAL SESSIONS



ROGERS TOWNSEND
ATTORNEYS AT LAW

ROGERS TOWNSEND & THOMAS, PC
DEFAULT SERVICES DEPARTMENT

POST OFFICE BOX 100200
COLUMBIA, SOUTH CAROLINA 29202
P 803.744.4444 F 803.343.7013
WWW.RTT-LAW.COM

April 8, 2016

Doris J. Dixon
122 Terrace Lane
Anderson, SC 29621

Steven Kirven
1100 North Main Street
Anderson, SC 29621
Attorney for Anmed Health

Re: Deutsche Bank National Trust Company, as Certificate trustee on behalf of Bosco Credit
II Trust Series 2010-1 vs. Doris J Dixon
Case No. 15-CP-04-1518; Anderson County
Our File No. 010023-00200

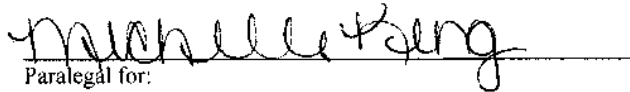
Dear Sir or Madam:

A supplemental hearing to update the total debt amount within the previously filed Judgment of Foreclosure and Sale hearing has been set in the above-referenced matter for May 16, 2016 at 10:00 AM before the Honorable Ellis B. Drew, Jr., Master in Equity for Anderson County, at:

**Anderson County Courthouse, 100 South Main Street
Anderson, SC 29622**

Pursuant to S.C. Code Ann. § 14-11-110 (as amended), the Plaintiff's attorney will submit written testimony on behalf of the Plaintiff at the hearing listed above.

Sincerely,



Paralegal for:

Robert P. Davis (SC Bar #74030), Robert.Davis@rtt-law.com
Andrew W. Montgomery (SC Bar #79893), Andrew.Montgomery@rtt-law.com
John J. Hearn (SC Bar # 6635), John.Hearn@rtt-law.com
Kevin T. Brown (SC Bar # 064236), Kevin.Brown@rtt-law.com
Jason D. Wyman (SC Bar # 100271), Jason.Wyman@rtt-law.com
Andrew M. Wilson (SC Bar# 72553), Andrew.Wilson@rtt-law.com

100 Executive Center Drive, Suite 201
Columbia, SC 29210

Post Office Box 100200 (29202)
(803) 744-4444

This firm collects debts for mortgage lenders and other creditors. Any information obtained will be used for that purpose. However, if you are in bankruptcy or have received a bankruptcy discharge of this debt, this communication is not an attempt to collect the debt but is only notice of possible enforcement of the lien against the collateral property.

STATE OF SOUTH CAROLINA

COUNTY OF ANDERSON

Deutsche Bank National Trust Company, as
Certificate trustee on behalf of Bosco Credit II
Trust Series 2010-1,

Plaintiff,

v.

Doris J. Dixon; Anmed Health;

Defendant(s).

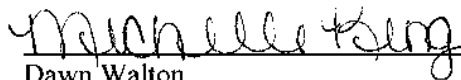
IN THE COURT OF COMMON PLEAS

DOCKET NO. 15-CP-04-1518

CERTIFICATE OF MAILING

(010023-00200)

I am an employee of the law offices of Rogers Townsend and Thomas, PC, attorneys for Plaintiff, do hereby certify that I have mailed a copy of the Notice of Hearing, which is attached hereto and incorporated herein by reference, dated April 8, 2016 and in connection with the above-referenced case, by mailing a copy of the same by United States mail, postage prepaid, to each of the Addressees, listed on the Notice of Hearing and in separate envelopes, at each of their respective addresses shown thereon, this April 8, 2016.



Dawn Walton
Michelle King
Christy McCutchen
Matt Kilpatrick
Ladie Wheatley

FILED-CLERK'S OFFICE
ANDERSON SC
2016 MAY 17 AM 8:40
COMMON PLEAS AND
GENERAL SESSIONS



Prior to submitting foreclosure Judgment Figures, firms must review the Fees and Costs Module in FIS|Process Management for any completed outstanding fees. If permitted, these outstanding fees (Property Preservation, BK/FC fees, etc.) must be included in the Judgment amount.

Based upon the figures provided, it is the firm's responsibility to add in all appropriate additional items or to make any necessary adjustments to the Judgment Figures, in accordance to state regulations.

LOAN INFORMATION	
CUSTOMER NAME	
LOAN NUMBER	
JUDGMENT FIGURES DATE	3/31/2016
TAXES -NEXT DUE	
PER DIEM	6.05
FINANCIAL INFORMATION	
PRINCIPAL BALANCE	17264.83
RELEASE FEES	25
PENALTY DUE (see also PREPAYMENT DESCRIPTION)	0
INVESTOR OWED FEES	0
ESCROW BALANCE	0
OTHER FUNDS BALANCE	0
ASST BALANCE	0
LOSS DRAFT BALANCE	0
UNAPPLIED BALANCE	0
ACCRUED ESCROW INTEREST BALANCE	0
JUDGMENT FIGURE TOTALS	
INTEREST TOTAL	6905.17
FEES TOTAL	12484.94
DEBITS TOTAL	0
CREDITS TOTAL	0
JUDGMENT FIGURES TOTAL	36679.94
PREPAYMENT INFORMATION	
*PREPAYMENT DESCRIPTION	No Prepayment
*IMPORTANT Pre-Payment Penalty information: When the PREPAYMENT DESCRIPTION reflects "See Note for Instruction" or "Undefined", it is the responsibility of the attorney or raise the "Prepayment Penalty" issue in FIS Process Management. The prepayment penalty dollar figure will be provided upon resolution of the issues. It is the responsibility of the attorney to add this dollar figure to the judgment amount.	
PREPAYMENT -YEARS	0
EXPIRES ON DUE DATE	0

Be advised that anticipated legal fees and costs were not added to the provided figures. Upon review, adjust the outstanding balance to reflect legal fees and costs due to your office.

*These figures are provided solely for informational purposes and are subject to correction. Nothing contained herein shall be constructed as an estoppels, waiver, or in prejudice of any of the Note holder's right to proceed with legal action if not satisfied in full. Escrow balance is subject to audit and may change due to receipts or disbursements from the accounts prior to payment in full. Final figures from the Note holder should be verified upon date payments are anticipated being made. All monies must be received in certified funds or money order.

STATE OF SOUTH CAROLINA

COUNTY OF ANDERSON

Deutsche Bank National Trust Company, as
Certificate trustee on behalf of Bosco Credit II
Trust Series 2010-1,

Plaintiff,

v.

Doris J. Dixon; Anmed Health;

Defendant(s).

IN THE COURT OF COMMON PLEAS

DOCKET NO. 15-CP-04-1518



RECORD OF SUPPLEMENTAL HEARING
Deficiency Judgment Demanded

(010023-00200)

The Judgment of Foreclosure and Sale in the above captioned case was filed on November 25, 2015, the first Supplemental Order was filed May 17, 2016, a supplemental reference was held herein on October 12, 2016 at 10:30AM, before The Honorable Steven C. Kirven.

Plaintiff's attorney is Andrew Montoya. The following Defendant(s)/Person(s) appeared at the supplemental hearing: _____.

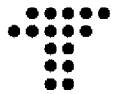
Plaintiff's attorney presented or will present copies of the following documents:

1. Affidavit of Additional Attorney Fees and Costs
2. Notice of Hearing and Certificate of Mailing
3. Evidence of Debt

Anderson, South Carolina

October 12, 2016 at 10:30AM.

FILED CLERK'S OFFICE
ANDERSON, SC
2016 OCT 17 PM 3:04
CLERK'S OFFICE



ROGERS TOWNSEND
ATTORNEYS AT LAW

ROGERS TOWNSEND & THOMAS, PC
DEFAULT SERVICES DEPARTMENT

POST OFFICE BOX 100200
COLUMBIA, SOUTH CAROLINA 29202
P 803.744.4444 F 803.343.7013
WWW.RTT-LAW.COM

June 2, 2017

Doris J. Dixon
122 Terrace Lane
Anderson, SC 29621

William E. Phillips
P.O. Box 4210
Anderson, SC 29622
Attorney for Anmed Health

Re: Deutsche Bank National Trust Company, as Certificate trustee on behalf of Bosco Credit
II Trust Series 2010-1 vs. Doris J Dixon
Case No. 15-CP-04-1518; Anderson County
Our File No. 010023-00200

Dear Sir or Madam:

A supplemental hearing to update the total debt amount within the previously filed Judgment of Foreclosure and Sale hearing has been set in the above-referenced matter for June 13, 2017 at 11:15AM before the Honorable Steven C. Kirven, Master in Equity for Anderson County, at:

**Anderson County Courthouse, 100 South Main Street
Anderson, SC 29622**

ELECTRONICALLY FILED - 2017 Jun 06 3:36 PM - ANDERSON - COMMON PLEAS - CASE#2015CP0401518

Pursuant to S.C. Code Ann. § 14-11-110 (as amended), the Plaintiff's attorney will submit written testimony on behalf of the Plaintiff at the hearing listed above.

Sincerely,

Paralegal/Legal Assistant for:

Robert P. Davis (SC Bar #74030), Robert.Davis@rtt-law.com

Andrew W. Montgomery (SC Bar #79893), Andrew.Montgomery@rtt-law.com

John J. Hearn (SC Bar # 6635), John.Hearn@rtt-law.com

Kevin T. Brown (SC Bar # 064236), Kevin.Brown@rtt-law.com

Jason D. Wyman (SC Bar # 100271), Jason.Wyman@rtt-law.com

John P. Fetner (SC Bar# 77460), John.Fetner@rtt-law.com

Clark Dawson (SC Bar# 101714), Clark.Dawson@rtt-law.com

100 Executive Center Drive, Suite 201
Columbia, SC 29210

Post Office Box 100200 (29202)
(803) 744-4444

This firm collects debts for mortgage lenders and other creditors. Any information obtained will be used for that purpose. However, if you are in bankruptcy or have received a bankruptcy discharge of this debt, this communication is not an attempt to collect the debt but is only notice of possible enforcement of the lien against the collateral property.

STATE OF SOUTH CAROLINA

COUNTY OF ANDERSON

Deutsche Bank National Trust Company, as
Certificate trustee on behalf of Bosco Credit II
Trust Series 2010-1,

Plaintiff,

v.

Doris J. Dixon; Anmed Health;

Defendant(s).

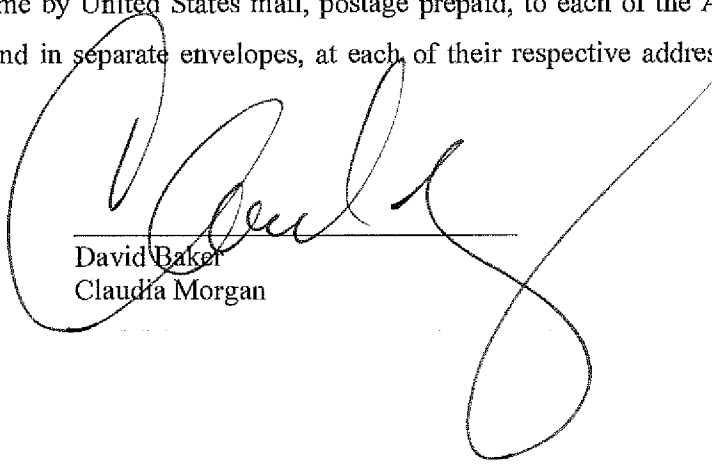
IN THE COURT OF COMMON PLEAS

DOCKET NO. 15-CP-04-1518

CERTIFICATE OF MAILING

(010023-00200)

I am an employee of the law offices of Rogers Townsend and Thomas, PC, attorneys for Plaintiff, do hereby certify that I have mailed a copy of the Notice of Hearing, which is attached hereto and incorporated herein by reference, dated June 2, 2017 and in connection with the above-referenced case, by mailing a copy of the same by United States mail, postage prepaid, to each of the Addressees, listed on the Notice of Hearing and in separate envelopes, at each of their respective addresses shown thereon, this June 2, 2017.



David Baker
Claudia Morgan

STATE OF SOUTH CAROLINA

COUNTY OF ANDERSON

Deutsche Bank National Trust Company, as
Certificate trustee on behalf of Bosco Credit II
Trust Series 2010-1,

Plaintiff,

v.

Doris J. Dixon; Anmed Health;

Defendant(s).

IN THE COURT OF COMMON PLEAS

DOCKET NO. 15-CP-04-1518

RECORD OF SUPPLEMENTAL HEARING
Deficiency Judgment Demanded

(010023-00200)

The Judgment of Foreclosure and Sale in the above captioned case was filed on November 25, 2015, the first Supplemental Order was filed May 17, 2016, the second Supplemental Order was filed on October 17, 2016, a supplemental reference was held herein on June 13, 2017 at 11:15AM, before The Honorable Steven C. Kirven.

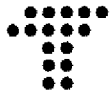
Plaintiff's attorney is _____Kevin T. Brown_____. The following Defendant(s)/Person(s) appeared at the supplemental hearing:_____none_____.

Plaintiff's attorney presented or will present copies of the following documents:

1. Affidavit of Additional Attorney Fees and Costs
2. Notice of Hearing and Certificate of Mailing
3. Evidence of Debt

Anderson, South Carolina

June 13, 2017 at 11:15AM.



ROGERS TOWNSEND
ATTORNEYS AT LAW

ROGERS TOWNSEND & THOMAS, PC
DEFAULT SERVICES DEPARTMENT

POST OFFICE BOX 100200
COLUMBIA, SOUTH CAROLINA 29202
P 803.744.4444 F 803.343.7013
WWW.RTT-LAW.COM

November 14, 2017

Doris J. Dixon
122 Terrace Lane
Anderson, SC 29621

William E. Phillips
P.O. Box 4210
Anderson, SC 29622
Attorney for Anmed Health

Re: Deutsche Bank National Trust Company, as Certificate trustee on behalf of Bosco Credit
II Trust Series 2010-1 vs. Doris J Dixon
Case No. 2015CP0401518; Anderson County
Our File No. 010023-00200

Dear Sir or Madam:

A supplemental hearing to update the total debt amount within the previously filed Judgment of Foreclosure and Sale hearing has been set in the above-referenced matter for December 4, 2017 at 11:00 am before the Honorable Steven C. Kirven, Master in Equity for Anderson County, at:

**Anderson County Courthouse, 100 South Main Street
Anderson, SC 29622**

Pursuant to S.C. Code Ann. § 14-11-110 (as amended), the Plaintiff's attorney will submit

ELECTRONICALLY FILED - 2017 Nov 29 3:09 PM - ANDERSON - COMMON PLEAS - CASE#2015CP0401518

written testimony on behalf of the Plaintiff at the hearing listed above.

Sincerely,



Paralegal/Legal Assistant for:
Robert P. Davis (SC Bar #74030), Robert.Davis@rtt-law.com
Andrew W. Montgomery (SC Bar #79893), Andrew.Montgomery@rtt-law.com
John J. Hearn (SC Bar # 6635), John.Hearn@rtt-law.com
Kevin T. Brown (SC Bar # 064236), Kevin.Brown@rtt-law.com
Jason D. Wyman (SC Bar # 100271), Jason.Wyman@rtt-law.com
John P. Fetner (SC Bar# 77460), John.Fetner@rtt-law.com
Clark Dawson (SC Bar# 101714), Clark.Dawson@rtt-law.com

100 Executive Center Drive, Suite 201
Columbia, SC 29210

Post Office Box 100200 (29202)
(803) 744-4444

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STATE OF SOUTH CAROLINA

COUNTY OF ANDERSON

Deutsche Bank National Trust Company, as
Certificate trustee on behalf of Bosco Credit II
Trust Series 2010-1,

Plaintiff,

v.

Doris J. Dixon; Anmed Health;

Defendant(s).

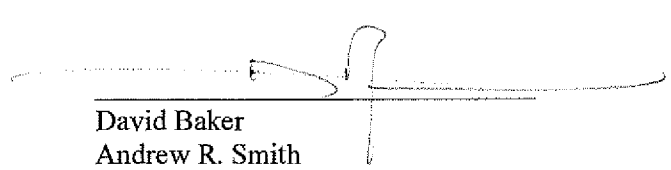
IN THE COURT OF COMMON PLEAS

DOCKET NO. 2015CP0401518

CERTIFICATE OF MAILING

(010023-00200)

I am an employee of the law offices of Rogers Townsend and Thomas, PC, attorneys for Plaintiff, do hereby certify that I have mailed a copy of the Notice of Hearing, which is attached hereto and incorporated herein by reference, dated November 14, 2017 and in connection with the above-referenced case, by mailing a copy of the same by United States mail, postage prepaid, to each of the Addressees, listed on the Notice of Hearing and in separate envelopes, at each of their respective addresses shown thereon, this November 14, 2017.


David Baker
Andrew R. Smith

STATE OF SOUTH CAROLINA

IN THE COURT OF COMMON PLEAS

COUNTY OF ANDERSON

DOCKET NO. 2015CP0401518

Deutsche Bank National Trust Company, as
Certificate trustee on behalf of Bosco Credit II
Trust Series 2010-1,

Plaintiff,

RECORD OF SUPPLEMENTAL HEARING
Deficiency Judgment Demanded

v.

Doris J. Dixon; Anmed Health;

Defendant(s).

(010023-00200)

The Judgment of Foreclosure and Sale in the above captioned case was filed on November 25, 2015, the Supplemental Order was filed May 17, 2016, the Second Supplemental Order was filed October 17, 2016, the Third Supplemental Order was filed June 13, 2017, a supplemental reference was held herein on December 4, 2017 at 11:00 am, before The Honorable Steven C. Kirven.

Plaintiff's attorney is Robert Davis. The following Defendant(s)/Person(s) appeared at the supplemental hearing: _____none_____.

Plaintiff's attorney presented or will present copies of the following documents:

1. Affidavit of Additional Attorney Fees and Costs
2. Notice of Hearing and Certificate of Mailing
3. Evidence of Debt

Anderson, South Carolina

December 4, 2017 at 11:00 am.

Oct 21 2021

SC Court of Appeals

ATTORNEY CERTIFICATE

Counsel for appellant certifies, pursuant to R. 210(g), SCACR, that this Record on Appeal contains all material proposed to be included by any of the parties and not any other material. Further, counsel certifies that this Record on Appeal complies to the best of his ability with the April 15, 2014 order from the South Carolina Supreme Court entitled “Revised Order Concerning Personal Identifying Information and Other Sensitive Information in Appellate Court Filings.”

s/Howard W. Anderson III
Howard W. Anderson III
SC Bar No. 100329

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864-643-5790 (p)
Counsel for Appellant

RECEIVED

Oct 21 2021

ATTORNEY CERTIFICATE

SC Court of Appeals

Counsel for appellant certifies, pursuant to R. 210(g), SCACR, that this Record on Appeal contains all material proposed to be included by any of the parties and not any other material. Further, counsel certifies that this Record on Appeal complies to the best of his ability with the April 15, 2014 order from the South Carolina Supreme Court entitled “Revised Order Concerning Personal Identifying Information and Other Sensitive Information in Appellate Court Filings.”

s/Howard W. Anderson III
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