

David J. Crowfoot

From: DavisandDavislaw@aol.com
Sent: Thursday, January 17, 2013 4:56 PM
To: David J. Crowfoot
Cc: ted@crawfordvk.com
Subject: 2005-CP-10-1224-Greentree-v-Ulmer

Dear Judge Scarborough:

We did not receive notice of this hearing set for December 10, 2012, apparently held in the absence of Defendant's counsel, nor did our office receive any calls on December 10, 2012, from Plaintiff's counsel.

As this hearing was for the Defendant's motion, why was the Plaintiff consulted by the Court and allowed to provide the notice of hearing instead of the court scheduling the hearing with Defendant's counsel? Lack of notice of the sale was one of the grounds for filing the Motion in the first place, and we are in the same situation again.

Our office keeps a log of all calls received, and on December 10, 2012, we have no calls regarding this case. We do have a notation that someone called in and, when that person was told I was unavailable, the person hung up and would not leave a message or give a name. All of our messages are logged in carbon message books and no one identifying themselves as Mr. Von Keller, or in any way associated with his firm, the Court, or Court administration or even mentioning this case called our office on December 10 2012 and spoke to any staff nor left any message identifying themselves or referencing a case or hearing. Our legal assistant is prepared to attest to same, and she was at our office for the entirety of that day except for a lunch break when the voice mail would have been recording any message left. If same had occurred, someone from our office or I, myself would have called your office or Mr. VonKeller immediately to advise of our circumstances.

Had we been contacted regarding scheduling the hearing, we would have notified the Court that we were dealing with a serious medical issue that week, and would have requested that the hearing be scheduled for another time. I can provide medical information if necessary (we have the information because we provided medical information to another Court that week due to the problem and the need to reschedule a hearing), but the medical issue is a personal matter and we would prefer to share that privately with the Court if you wish to have the information.

The Defendant objects to this Order and requests that it not be executed by the Court. In the event that this Order prepared and presented by Plaintiff's counsel today, is to be signed despite this information being conveyed today, we are also stringently objecting to the order containing language that indicates that Plaintiff's counsel called our office and indicated a court hearing was transpiring in or absence or about to transpire.

The Defendant objects to the hearing being scheduled and noticed by the Plaintiff. The Defendant requests that the Order proposed by the Defendant not be issued. The Defendant requests that the hearing be re-scheduled and that we be consulted by the Court as to the rescheduling, or at least that we be notified by the Court of the rescheduled hearing date.

Brian N. Davis
Davis & Davis, LLC
PO Box 31839
Charleston SC 29417
(843)852-5585

STATE OF SOUTH CAROLINA
COUNTY OF CHARLESTON

IN THE COURT OF COMMON
PLEAS

Green Tree Servicing, LLC as Servicer for Bankers
Trust Company of California, N.A.,

Case Number: 2005-CP-10-01224

Plaintiff,

-v.-

Isaiah Ulmer, Deborah J. Ulmer, South Carolina
Department of Motor Vehicles and Ford Consumer
Finance Co., Inc.,

Defendant.

**MASTER'S ORDER OF SALE
AND
DISBURSEMENT**

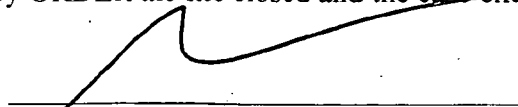
FILED
2012 JUL 18 AM 9:24
JULIE J. ARNSTADT
CLERK OF COURT

UNDER AUTHORITY of a Decree herein dated November 14, 2007, I offered for sale to the highest bidder for cash, at public auction on July 3, 2012, the premises subject to this suit, and I received a high bid of \$28,000.00 from the Plaintiff; and I executed and delivered a Master's deed to **Bankers Trust Company of California, N.A.** and I have disbursed the funds as follows:

CONSIDERATION	\$28,000.00
Deposit (Order of Reference)	\$125.00
Received by Master	\$1,007.67
Total Received by Master	\$1,132.67
DISBURSEMENTS	
Master's Fees	\$100.00
Newspaper Advertisement	\$727.67
County Commission	\$280.00
Master's Deed	\$25.00
Total of Master's Costs	\$1,132.67

All of the funds having been disbursed, I hereby ORDER the file closed and the case ended.

July 13, 2012
Charleston, SC


Mikell R. Scarborough
Master-in-Equity, Charleston County

STATE OF SOUTH CAROLINA
COUNTY OF CHARLESTON

IN THE COURT OF COMMON PLEAS
CASE NO. 05-CP-10-1224

BANKERS TRUST COMPANY OF
CALIFORNIA, N.A. AS TRUSTEE.
SERIES 1996-2, CREATED PURSUANT
TO A POOLING AND SERVICING
AGREEMENT, DATED AS OF
DECEMBER 1, 1996, AMONG UCFC
FUNDING CORPORATION, AS
DEPOSITOR, UNITED COMPANIES
LENDING CORPORATION, AS
SERVICER, CLASS EL-1, CLASS AMN-
1, CLASS AMH-2 CLASS AMH-3,
CLASS BMH-1, CLASS R-1, CLASS R-2

Plaintiff,

v.
DEBORAH J. ULMER; ISAIAH ULMER,
JR.; SOUTH CAROLINA
DEPARTMENT OF MOTOR VEHICLES;
FORD CONSUMER FINANCE CO., INC.

Defendant

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

NO DEFICIENCY REQUESTED

FILED
2007 NOV 14 PM 12: 53
JULIE J. ARMSTRONG
CLERK OF COURT
BY _____

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

Pursuant to the said reference, a hearing was held, attended by the attorneys of record, the testimony was taken, which is reported herewith, and from the testimony and evidence, I find and conclude as follows:

FINDINGS OF FACT:

1. The Lis Pendens was filed on 3/22/2005.
2. The Summons and Complaint were filed on 3/22/2005.
3. Service was made upon the Defendants named in this Report as is shown by the proofs of service filed herein.

4. The Defendants, DEBORAH J. ULMER; ISAIAH ULMER, JR.; FORD CONSUMER FINANCE CO., INC., are in default as shown by Affidavit filed herein.

5. According to an Affidavit filed herein, no Defendant is in the military service of the United States of America, as contemplated under the Servicemembers Civil Relief Act, and any amendments thereto.

6. The Defendant SOUTH CAROLINA DEPARTMENT OF MOTOR VEHICLES has answered in this action and has been notified of the time and date of this hearing.

7. All Defendants were notified of the time, date and place of hearing in this matter.

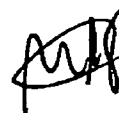
8. For value received, DEBORAH J. ULMER and ISAIAH ULMER, JR. made, executed and delivered a note, dated December 6, 1996, promising thereby to pay to the order of Unicor Mortgage, Inc. the sum of \$41,000.00, with interest at the rate of 11.85% per annum. Other terms and conditions are stated in the note, which is of record herein.

9. To better secure the payment of the note described above, the said DEBORAH J. ULMER and ISAIAH ULMER, JR. made, executed and delivered to Unicor Mortgage, Inc. a mortgage, in writing, dated 12/6/1996, covering real property in CHARLESTON County, which is the same as that described in the Complaint. The mortgage was recorded on 2/5/1997, and is of record in the Office of the R.M.C. for CHARLESTON County in Book T279 at page 756.

10. This mortgage constitutes a first lien on the subject property.

11. By Assignment of Mortgage dated 12/30/1996 and recorded in the Office of the R.M.C. for CHARLESTON County in Book A298 at Page747 on 2/25/1998, Unicor Mortgage, Inc., assigned the subject note and mortgage to the plaintiff herein. By virtue of said assignment, the Plaintiff in this action is the owner and holder of the note and mortgage.

12. According to testimony, also included as additional collateral for the subject loan transaction was a 1994 Fleetwood mobile/manufactured home containing serial number "GAFLP75A20271WE". Said mobile/manufactured home is duly titled in the records and database of Defendant South Carolina Department of Motor Vehicles (Hereafter "DMV"), and Defendant'(s) Isaiah and Deborah Ulmer are



listed on the DMV title as owners of said mobile home. The mobile home was properly included as collateral for the subject mortgage via its description/inclusion on the face of the subject mortgage.

13. The titleholders of record of the subject property as of the filing of the Lis Pendens in this action were DEBORAH J. ULMER and ISAIHAH ULMER, JR., who were the original mortgagors.

14. Payment due on the note has not been made as provided for therein, and the Plaintiff, as the holder thereof, has elected to accelerate payment of the entire indebtedness and has placed the note and mortgage in the hands of its attorney of record herein for collection.

15. Having considered the nature, extent and difficulty of the services rendered (the field of mortgage foreclosures being a specialized area of practice); the time involved in reviewing the various loan documents, performing the title search, preparing the pleadings and preparing for and attending hearings; the professional standing of the Plaintiffs attorney; the fee customarily charged in this jurisdiction for similar services; and the beneficial results obtained for the Plaintiff I find that the sum of \$950.00 is a reasonable attorney's fee for the Plaintiffs attorney for services performed and anticipated to be performed until final adjudication of the within action, under the terms of the note and mortgage. Services anticipated to be performed until final adjudication contemplates completion of this matter within a reasonable time and does not include exceptional, unanticipated circumstances delaying conclusion beyond the normal time.

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

- (a) Principal due as of 11/08/2007 \$23,483.84
- (b) Interest from 9/1/06 to 11/08/2007, at 11.85% per annum \$2,683.98
- (c) Insurance \$1503.97
- (d) Late Charges \$262.26
- (e) Bankruptcy Attorneys fees and costs \$750.00
- (f) Costs of collection prior to hearing \$1244.82
- (g) Attorney's Fee (paragraph 15, supra) \$950.00



Total Debt secured by note and mortgage, including interest to date shown \$32,388.01. Interest for the period from the date shown in (b) above through the date of this judgment, at above stated rate, to be added to the above stated "Total Debt" to comprise the amount of the Judgment debt entered herein, and interest after the date of Judgment at the rate of 11.85% per annum, pursuant to the terms of the note and mortgage on the judgment debt should be added to such judgment debt to comprise the amount of the Plaintiffs debt secured by the mortgage through the date to which such interest is computed.

17. The Plaintiff is seeking foreclosure of its mortgage and has, in the Complaint or subsequently thereto in writing, expressly waived the right to a personal or deficiency Judgment pursuant to Rule 71(b), SCRCF.

18. The Defendants, FORD CONSUMER FINANCE CO., INC. claim or may claim liens upon or interests in the subject property; and in the event there is a surplus from the sale of the subject property, the validity, priority and amount of any such lien claims will be determined at a hearing subsequent to the sale, in accordance with Rule 71(c), SCRCF. The said Defendants and such claims or liens are as follows:

The Defendant, Ford Consumer Finance Co., Inc., by virtue of a lien upon the title to the subject mobile home, dated 4/27/1994. According to testimony, said lien has been paid in full but never satisfied or record. According to testimony, said lien is junior to that of the Plaintiff and is hereby ordered removed from the title to the subject property.

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

1. The Plaintiff should have judgment of foreclosure of its mortgage; and the mortgaged property should be ordered sold at public auction after due advertisement.
2. That there is due to the Plaintiff on its note and mortgage the sum of \$32,388.01, representing the Total Debt due to the Plaintiff as set out in Paragraph 16, supra, together with interest thereon at the rate provided in the note to the date hereof.



3. That the amount due in the preceding paragraph (the "Total Debt" as set forth in Paragraph 16, supra, and later accrued interest and costs) shall constitute the total judgment debt due to the Plaintiff and shall bear interest hereafter at the rate of 11.85% per annum.

IT IS, THEREFORE ORDERED, ADJUDGED AND DECREED:

1. That the Defendants liable for the aforesaid mortgage debt shall, prior to the date and time of the sale of the subject property, hereinafter described, pay to the Plaintiff, or the Plaintiffs attorney, the amount of the Plaintiffs debt as aforesaid, together with the costs and disbursements of this action.

2. That on default of payment prior to the date and time of the sale, the mortgaged premises, hereinafter described, shall be sold by the undersigned Master in Equity at public auction, at the CHARLESTON County Courthouse, in the City of CHARLESTON, County and State aforesaid, on some convenient sales day hereafter, on the following terms, that is to say:

A. FOR CASH: The undersigned Master in Equity shall require a deposit of 5% on the amount of the bid (in cash or equivalent) the same to be applied on the purchase price only upon compliance with the bid, but in case of non-compliance within thirty (30) days the same to be forfeited and applied to the costs and then to the Plaintiffs debt.

B. Interest on the balance of the bid shall be paid to the day of compliance at the rate of 11.85% per annum.

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

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

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

4. That a personal or deficiency Judgment being WAIVED, the bidding will not remain open for thirty (30) days and compliance with the bid may be made immediately.



5. That the undersigned Master in Equity will, by advertisement according to law, give notice of the time and place of sale and the terms thereof; and that he will execute to the purchaser, or purchasers, a deed to the premises sold. The Plaintiff, or any other party to this action, or any other person may become a purchaser at such sale. Upon such sale being made, should the successful bidder, or his assignee, fail to comply with the terms thereof within thirty (30) days after the date of sale, then the undersigned Master in Equity may re-advertise the premises for sale on the next, or some other subsequent, sales day, at the risk of the highest bidder, and so from time to time thereafter until a full compliance shall be secured.

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

7. That the undersigned Master in Equity shall apply the proceeds of the sale as follows:

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

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

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

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

9. That it is further ORDERED, ADJUDGED AND DECREED that each Defendant named herein, and all persons whomsoever claiming under him, them or it, be forever barred and foreclosed of all right, title, interest and equity of redemption in the said mortgaged premises so sold, or any part thereof, including 1994 Fleetwood mobile/manufactured home containing serial number "GAFLP75A20271WE".



10. IT IS FURTHER ORDERED that the South Carolina Department of Motor Vehicles is directed to issue a certificate of title to the subject mobile/manufactured home reflecting title to the successful bidder of said sale, free and clear of all liens. The 1994 Fleetwood mobile/manufactured home containing serial number "GAFLP75A20271WE."

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

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

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

14. That it is further ORDERED ADJUDGED AND DECREED that after the Order confirming the sale and disbursements has been issued and filed, the undersigned Master in Equity shall direct the Register of Deed to release the liens described in Paragraph 18 of the Findings of Fact hereinabove from the title of the subject property.

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

ALL THAT PIECE, PARCEL OR TRACT OF LAND SITUATE, LYING AND BEING ON
BROWNSWOOD ROAD, JOHN'S ISLAND, CHARLESTON COUNTY, S.C. AND KNOWN
AND DESIGNATED AS LOT A-1 AS SHOWN ON A PLAT ENTITLED "PLAT OF THE
SUBDIVISION OF LOT 50-A (2.00 AC) TO CREATE 50-A1 (.68AC) & 50 A2 (1.31 AC)




HICKORY HILL PLANTATION, JOHNS ISLAND, CHARLESTON COUNTY, S.C. MADE BY F. ELLIOTTE QUINN, III, R.L.W. OF GEORGE A.Z. JOHNSON, JR., INC. DATED MAY 21, 1982, AND RECORDED IN THE R.M.C. OFFICE FOR CHARLESTON COUNTY IN PLAT BOOK CK, AT PAGE 154.

BEING THE SAME PROPERTY CONVEYED TO DEBORAJ J. ULMER AND ISALAH ULMER, JR. BY DEED OF ERNEST L. CHOICE AND HENRETTA G. CHOICE, DATED JANUARY 21, 1993 AND RECORDED IN BOOK G229 AT PAGE 291 IN THE RMC OFFICE FOR CHARLESTON COUNTY."

CURRENT ADDRESS OF PROPERTY: 1109 Brownswood Road, Johns Island, SC 29455

TMS: 312-00-00-181

AND IT IS SO ORDERED.


Mikell Scarborough
Master in Equity for CHARLESTON County

Date: 11/13/07
Charleston, South Carolina