

58020.52514

STATE OF SOUTH CAROLINA

COUNTY OF YORK

Nationstar Mortgage, LLC,

PLAINTIFF,

vs.

Sarah Anderson Nichols; and City of Rock Hill,

DEFENDANTS.

IN THE COURT OF COMMON PLEAS

C/A NO: 2017-CP-46-01471

**ORDER AND JUDGMENT OF  
FORECLOSURE AND SALE  
(DEFICIENCY WAIVED)**

**RECEIVED**

**DEC 09 2021**

**SC Court of Appeals**

TO: Magalie A. Creech, Esquire  
FINKEL LAW FIRM LLC  
*Attorneys for the Plaintiff*

William Koehler, Esquire  
ALBERTELLI LAW  
*Attorneys for the Plaintiff*

ANSWERING DEFENDANTS:

J. Nathaniel Pierce, Esquire  
*Attorney for Defendant Sarah Anderson Nichols*

**THIS MATTER** having been opened to the Court upon the filing of a Motion for Summary Judgment by Nationstar Mortgage, LLC ("Plaintiff") on its action for foreclosure of a residential mortgage on property owned by Sarah Anderson Nichols ("Defendant"); the Court having considered the facts and law cited in the Motion, Plaintiff's Affidavit in Support of the Motion together with the supporting exhibits annexed thereto; the Court having conducted a hearing on the Motion on December 17, 2018; the Court having granted partial summary judgment by Order entered May 28, 2019 as to the issue of liability on the foreclosure, and having set a non-jury damages trial to be held on January 28, 2020.

Pursuant to Rule 53 SCRCP, the above-entitled matter was referred. Any appeal from any order or judgment issued by the master or special referee shall be to the Supreme Court or the Court of Appeals as provided by the South Carolina Appellate Court Rules.

Pursuant to the said Order of Reference, a damages hearing was held on January 28, 2020 and was attended by counsel. The testimony was taken, which is reported herewith. From the testimony and evidence, I find, conclude and order as follows:

ELECTRONICALLY FILED - 2021 Nov 04 2:02 PM - YORK - COMMON PLEAS - CASE#2017CP4601471

### FINDINGS OF FACT AND CONCLUSIONS OF LAW

1. Based on the CARES Certification filed herein, Plaintiff has complied with the requirements of South Carolina Supreme Court Administrative Orders 2020-04-30-02 and 2020-05-06-01 (as amended by Order 2020-05-12-01).
2. Based upon the Certification of Exemption, the property is not owner occupied and provisions of the Administrative Order issued by the Chief Justice of the Supreme Court of South Carolina on May 2, 2011, Order 2011-05-02-01, do not apply to the within foreclosure action.
3. Pursuant to the Administrative Order of the Chief Justice, 2009-05-22-01, the loan that is subject of this action is not subject to modification because the program terminated on December 31, 2016 pursuant to Section 709(b) of the Consolidated Appropriations Act, 2016 P.L. 114-113.
4. The Lis Pendens was filed on May 19, 2017.
5. The Summons and Complaint were filed on May 19, 2017.
6. Service was made upon the Defendants named in this Report as is shown by the proof(s) of service filed herein.
7. All of the defendants herein and/or all attorneys of record were notified of the time, date and place of the hearing in this matter.
8. According to the Affidavit filed herein, the Defendant Sarah Anderson Nichols is not in the Military Service of the United States of America, as contemplated under the Servicemembers Civil Relief Act (2003), and any amendments thereto.
9. The Defendant City of Rock Hill is in default as shown by Affidavit on file herein.
10. J. Nathaniel Pierce, Esquire, attorney for Defendant Sarah Anderson Nichols, served an Answer and Counterclaim on the Plaintiff, which is on file herein. The Answer asserts affirmative defenses and seeks an accounting.
11. The parties engaged in written discovery, and in response to Plaintiff's Requests for Admission, Defendant Sarah Anderson Nichols admitted that: Defendant owns the property, Defendant acquired the property subject to the mortgage, the Note was modified by Loan Modification Agreement dated October 25, 2015, the required payments under the Note and Mortgage have not been made, the balance under the Note and Mortgage has not been paid in full, Plaintiff provided notice of the default under the terms of the note and mortgage, and the default arising under the Note and Mortgage has not been cured. Defendant disputes, however, the amount of the debt and the validity of the Loan Modification Agreement.
12. All of Plaintiff's exhibits were admitted without objection.
13. Plaintiff's witness, Marc Berninger, testified that Nationstar Mortgage, LLC ("Nationstar") began servicing the loan on November 1, 2015. He testified that the prior loan servicer was Everhome, from which Nationstar received its servicing records and reviewed them for accuracy in its onboarding process.

Mr. Berninger explained the onboarding process was successfully completed without detection of any inaccuracies or inconsistencies. He testified that in addition to the Loan Modification dated October 25, 2015, one such prior servicer record was a Loan Modification Agreement executed by the deceased borrower, Eloise Anderson. This modification increased the principal balance to \$69,792.79 as of April 1, 2010, adjusted the interest to a range between 2.00% and 5.00%, and extended the maturity date to April 1, 2025.

14. At trial, Defendant testified that it was her understanding the Loan Modification Agreement dated October 25, 2015 would be an assumption of the loan. Defendant admitted that she executed this agreement, but argued that the signature line identified her as a borrower despite the stated agreement being between the lender and the Estate of Eloise Anderson, for which Defendant served as the Personal Representative. Defendant offered email communications between herself and the prior servicer as exhibits over Plaintiff's objection. Defendant argued that because the Modification was not an assumption as the parties' had allegedly contemplated, there was no meeting of the minds and that the agreement should be rescinded under equitable principles. Defendant asked the court to enter judgment in the amount of \$52,670.68, which represented the unpaid principal balance of the loan prior to the adjustment of the account to reflect the Modification.

15. On cross examination, Defendant admitted that she had made payments subsequent to the Loan Modification dated October 25, 2015, and that she did not believe any payments she made were misapplied. She also admitted that she had not obtained a discharge pursuant to the U.S. Bankruptcy Code.

16. At the close of trial, Plaintiff requested that judgment be entered in the full amount secured by the note and mortgage<sup>1</sup>, and that Defendant's testimony and any evidence offered by Defendant to vary or contract the terms of the Loan Modification dated October 25, 2015 was barred by the parol evidence rule. Plaintiff also argued that the modification was unambiguous, and thus could not be altered by parol evidence. Plaintiff further argued that by making payments after the modification, Defendant had ratified the agreement. Finally, Plaintiff contended that if the Loan Modification dated October 25, 2015 were rescinded as proposed by Defendant, the operative agreement would be the Loan Modification effective April 1, 2010, which had a higher unpaid principal balance and less favorable interest rates.

17. "The parol evidence rule prevents the introduction of extrinsic evidence of agreements or understandings contemporaneous with or prior to execution of a written instrument when the extrinsic evidence is to be used to contradict, vary, or explain the written instrument." *Gilliland v. Elmwood Props.*, 301 S.C. 295, 302, 391 S.E.2d 577, 581 (1990); *see also Callawassie Island Members Club*, 425 S.C. 193,

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<sup>1</sup> Plaintiff requested judgment in the amount of \$103,377.06, but after re-calculation the correct amount is \$103,608.80 as set forth in paragraph 29.

202-04, 821 S.E.2d 667, 672 (2018); *Gilliland v. Elmwood Props.*, 301 S.C. 295, 302, 391 S.E.2d 577, 581 (1990).

18. “Unambiguous terms of a written contract may not be altered by parol evidence.” *Gibson v. Epting*, 426 S.C. 346, 352, 827 S.E.2d 178, 181 (Ct. App. 2019). “Ambiguity of a contract is a question of law.” *Id.*, 426 S.C. at 351, 827 S.E.2d at 181.

19. “In construing a contract, a court seeks to ascertain the meaning of the contract at the time and place of its execution.” *Callawassie*, 425 S.C. at 201-02, 821 S.E.2d at 671. “Interpretation of a contract is governed by the objective manifestation of the parties’ assent at the time the contract was made, rather than the subjective, after-the-fact meaning one party assigns to it.” *Rodarte v. Univ. of South Carolina*, 419 S.C. 592, 603, 799 S.E.2d 912, 917 (2017).

20. After careful consideration of the testimony, exhibits, and arguments presented at trial, the Court concludes that the Loan Modification dated October 25, 2015 is clear and unambiguous, governs the parties’ obligations, and does not provide for an assumption of the loan. As such, and based upon the facts herein below, the Court grants judgment in the full amount secured by the Note and Mortgage.

21. For value received, Eloise M. Anderson and Clarence B. Anderson made, executed and delivered a Note dated April 5, 2002, promising thereby to pay to the order of Southstar Funding, LLC dba Capital Home Mortgage, the sum of \$100,000.00, together with interest at the rate of 8.00% *per annum*. Other terms and conditions are stated in the Note, which is of record herein.

22. To better secure the payment of the Note described above, the said Eloise M. Anderson and Clarence B. Anderson made, executed and delivered to Southstar Funding, LLC dba Capital Home Mortgage, a Mortgage in writing, dated April 5, 2002, covering real property in York County, which is the same as that described in the Complaint. The Mortgage was filed on April 9, 2002, and is of record in the Office of the Clerk of Court for York County in Book 04302 at Page 00201.

23. This Mortgage constitutes a first mortgage lien on the subject property.

24. Thereafter, the Mortgage was transferred or assigned as follows:

- a. Assignment of Mortgage from Southstar Funding, LLC dba Capital Home to Homestar Mortgage Services, LLC, recorded in the Office of the Clerk of Court for York County in Book 4551 at Page 257 on August 12, 2002;
- b. Assignment of Mortgage from Opteum Financial Services, LLC f/k/a Homestar Mortgage Services, LLC to Mortgage to Mortgage Electronic Registration Systems, Inc., recorded in the Office of the Clerk of Court for York County in Book 9572 at Page 79 on November 5, 2007;

- c. Assignment of Mortgage from Mortgage Electronic Registration Systems, Inc. to Everbank, recorded in the Office of the Clerk of Court for York County in Book 13851 at Page 290 on December 2, 2012; and
- d. Assignment of Mortgage from Everbank to Nationstar Mortgage, LLC, the present lienholder and Plaintiff herein, recorded in the Office of the Clerk of Court for York County in Book 15389 at Page 168 on January 12, 2016.

25. The terms of the Note and Mortgage were modified by agreement effective April 1, 2010 which, *inter alia*, increased the unpaid principal balance to \$69,792.79 and reduced the applicable range of adjustable interest rates between 2.000% and 5.000%.

26. Thereafter, the terms of the Note and Mortgage were modified by agreement effective November 1, 2015 which, *inter alia*, increased the unpaid principal balance to \$64,003.09, extended the maturity date to November 1, 2055, and fixed the interest rate at 4.250% *per annum*.

27. The titleholder of record in and to the subject property as of the filing of the Lis Pendens in this action is Sarah Anderson Nichols.

28. Payment due on the Note has not been made as provided for therein, and Plaintiff, as the holder thereof, has elected to require immediate payment of the entire amount due thereon and has placed the Note and Mortgage in the hands of an attorney for collection.

29. Counsel for Plaintiff filed an affidavit as to attorney's fees and costs in this case, which was not contested, and, therefore, I find as fact herein. Having considered the nature, extent and difficulty of the services rendered, the time involved in reviewing the various documents, performing the title search, preparing the pleadings, attending hearings and argument, the professional standing of counsel, the fee customarily charged for similar services, and the beneficial results obtained for Plaintiff, I find that the sum of \$14,310.14 is a reasonable fee to allow under the terms of the Note and Mortgage as attorney's fees for Plaintiff's attorney for services performed and anticipated to be performed until final adjudication of the action. Plaintiff has advanced \$5,381.64 to its counsel as partial payment of the attorney's fee, and this amount is included in the Legal Fees.

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

Principal due as of January 1, 2016	\$63,952.24
Interest from December 1, 2015 to January 28, 2020 @ 4.250%	11,299.60
Property Inspections	207.00
Legal Fees & Costs (awarded and paid)	10,140.74
Hazard Insurance Advances	8,066.00
Tax Advances	4,033.35
Suspense	(275.75)

Misc. Advances	280.38
Costs of collection prior to hearing (awarded but unpaid)	231.74
Attorney Fees (awarded but unpaid)	5,673.50
<b>TOTAL DEBT</b> secured by Note and Mortgage, including interest to date shown	<b>\$103,608.80</b>

Interest for the period from January 28, 2020 as shown above at the rate of 4.250% shall be added to the Principal Balance shown above through the date this Judgment is filed. After the date of judgment, interest at the rate of 4.250% on the total judgment debt should be added to such judgment debt to comprise the amount of Plaintiff's debt secured by the Mortgage.

31. Plaintiff does not demand a deficiency judgment in the event the sale of the real estate herein does not yield a sum sufficient to satisfy all indebtedness due unto Plaintiff, including costs and Attorney's fees.

32. The following Defendants claim or may claim a lien upon or interest in the subject property as follows:

- (a) City of Rock Hill, by virtue of a Municipal Lien in the amount of \$102,60 recorded June 14, 2013 in Book 285 at Page 145;

The interests or liens of the above Defendant, if any, are junior and subordinate to the plaintiff's first mortgage lien.

**IT IS THEREFORE ORDERED:**

1. There is due to Plaintiff on the obligation and Mortgage set forth in the Complaint the sum of \$103,608.80, representing the "Total Debt" due Plaintiff as set forth in the Findings of Fact, *supra*, together with interest at the rate provided therein from the date aforesaid to the date hereof.
2. The amount due in the preceding paragraph (the "Total Debt" as set forth in the Findings of Fact, *supra*, and later accrued interest) shall constitute the total judgment debt due the Plaintiff and shall bear interest hereafter at the rate of 4.250%
3. The Defendant(s) liable for the aforesaid Mortgage debt shall, on or before the date of sale of the property hereinafter described, pay to Plaintiff, or Plaintiff's attorney, the amount of Plaintiff's debt as aforesaid, together with the costs and disbursements of this action. If such debt is paid in full, then the foreclosure sale shall be cancelled.
4. On default of payment at or before the time herein indicated, the mortgaged premises described in the Complaint, as hereinafter set forth, shall be sold by the Master in Equity, or his agent under the direction of the Master in Equity, at public auction, at the York County Equity Court, York, South Carolina, on some convenient sales day hereafter (and should the regular day of judicial sales fall on a legal holiday, then and in such event, the sales day shall be on Tuesday next succeeding such holiday), on the following terms, that is to say:

- A. **FOR CASH:** The Master in Equity will require a deposit of 5% on the amount of the bid (in cash or equivalent), same to be applied on the purchase price only upon compliance with the bid, but in case of non-compliance within 20 days, the deposit may be forfeited without further hearing and applied to the costs and Plaintiff's debt.
  - B. Interest on the balance of the bid shall be paid to the day of compliance at the rate of 4.250%.
  - C. The sale shall be subject to taxes and assessments, existing easements and easements and restrictions of record.
  - D. This Mortgage constitutes a first priority lien on the subject property.
  - E. Purchaser to pay for deed preparation and costs of recording the Deed, and transfer taxes.
5. If Plaintiff be the successful bidder at the said sale, for a sum not exceeding the amount of costs, disbursements and expenses and the indebtedness of Plaintiff in full, Plaintiff may pay to the Master in Equity only the amount of the costs, disbursements and expenses crediting the balance of the bid on Plaintiff's indebtedness.
6. The Master in Equity will, by advertisement according to law, give notice of the time, date, place of sale, and the terms thereof, which Notice of Sale is incorporated herein by reference; and will execute to the Purchaser, or Purchasers, a deed to the premises sold. Plaintiff, or any other party to this action, may become a purchaser at such sale, and that if, upon such sale being made, the Purchaser, or Purchasers, should fail to comply with the terms thereof within 20 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.
7. Should Plaintiff, Plaintiff's attorney, or Plaintiff's agent fail to appear on the day of sale, the property shall not be sold, and in that event any such sale shall be null and void and of no force and effect. The property shall be re-advertised and sold at some convenient sales day thereafter when Plaintiff, Plaintiff's attorney, or Plaintiff's agent is present.
8. That the Master in Equity will apply the proceeds of the sale as follows:  
**FIRST:** To payment of the amount of the costs and expenses of this action, including any Guardian Ad Litem fee or fees of attorneys appointed under Order of Court.  
**NEXT:** To the payment of Plaintiff, or Plaintiff's attorney, of the amount of Plaintiff's debt and interest, so much thereof as the purchase money will pay on the same.  
**NEXT:** Any surplus funds will be held pending further order of the Court.
9. **IT IS FURTHER ORDERED** that in the event the successful bidder is other than the Defendant(s) in possession herein, upon full compliance with the bid, and upon issuance of a Writ of Assistance by this Court, the Sheriff of York County is ordered and directed to eject and remove from the premises the

occupant(s) of the property sold, together with all personal property located thereon, and put the successful bidder or his assigns in full, quiet and peaceable possession of said premises without delay, and to keep said successful bidder or his assigns in such peaceable possession.

10. **IT IS FURTHER ORDERED** that, in the event the successful purchaser is someone other than the Defendant(s) in possession of the subject property, and the occupant(s) have voluntarily vacated the premises or have been ejected from the premises leaving furnishings, fixtures and items not subject to Plaintiff's Mortgage in said premises, and title by deed from the court is vested in such purchaser, the Purchaser is authorized to remove from the property all furnishings, fixtures and items not subject to the lien of Plaintiff's Mortgage. The personal property, being deemed abandoned, shall be removed by Purchaser or its agents from the subject property by placing said personal property on the public street or highway or by any other means.

11. **IT IS FURTHER ORDERED** that, in addition to all parties deemed by law to have received constructive notice of the action herein, the Defendant(s) named herein and all persons whomsoever claiming under said defendant(s), 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.

12. **IT IS FURTHER ORDERED** that the Deed of conveyances made pursuant to said sale shall contain the names of only the first named Plaintiff and the first named Defendant and the Defendant(s) who was/were the titleholder(s) of the mortgaged property at the time of filing of the notice of pendency of the within action, and the name of the grantee, and the Clerk of Court is authorized to omit from the indices pertaining to such conveyance the names of all parties not contained in said Deed.

13. **IT IS FURTHER ORDERED** that the Master in Equity will retain jurisdiction to do all necessary acts incident to this foreclosure including, but not limited to, issuing a Writ of Assistance and hearing any issues involving appraisal proceedings under Section 29-3-680 *et seq.*, South Carolina Code of Laws (1976), as amended.

14. Any sale pursuant to this order is *without* warranty of any kind. Neither Plaintiff nor Court warrant title to any third-party purchaser. All third-party purchasers are made parties to this action and are deemed to have notice of all matters disclosed by the public record, *including* the status of title. *See Ex parte Keller*, 185 S.C. 283, 194 S.E. 15 (1937); *Wells Fargo Bank, NA v. Turner*, 378 S.C. 147, 662 S.E.2d 424 (Ct. App. 2008).

15. The Master in Equity shall direct the Clerk of Court to release of record the Mortgage lien being foreclosed, all subordinate liens and all prior liens ordered satisfied herein, after the Order Confirming Sale and Disbursements has been executed and filed. Plaintiff's Mortgage lien is described as follows:

That certain Mortgage given by Eloise M. Anderson and Clarence B. Anderson, Jr. to Southstar Funding, LLC dba Capital Home Mortgage,

dated April 5, 2002, and recorded on April 9, 2002 in Book 04302 at Page 00201 in the Office of the Clerk of Court for York County.

16. The following is a description of the premises herein ordered to be sold:

All that certain piece, parcel or tract of land situate, lying and being on the west side of Greenbriar Avenue, in the City of Rock Hill, Ebenezer Township, York County, South Carolina, and being designated as Lot No. 9, Block I, Map of Greenbriar Subdivision, prepared by W.C. White, RLS, March 30, 1960, revised July 14, 1961, recorded in Plat Book 19, page 30, in the RMS Office for York County, South Carolina, to which map is hereby made for a more detailed description.

TMS Number: 632-09-01-022

PROPERTY ADDRESS: 703 Greenbriar Ave, Rock Hill, SC 29730

This being the same property conveyed to C.B. Anderson, Jr. and Eloise M. Anderson by deed from Thomas S.R. Ward dated May 10, 1963 and recorded May 19, 1963 in Book 312 at Page 325 in the Office of the Clerk of Court for York County, South Carolina. Subsequently, C.B. Anderson, Jr. died on October 13, 2007 leaving the subject property to his devisee, Eloise M. Anderson by Deed of Distribution dated December 18, 2007 and recorded in York County on December 28, 2007 in Book 9702 at Page 149 and by Deed of Distribution dated February 9, 2009 and recorded February 16, 2009 in Book 10562 at Page 81. Subsequently Eloise M. Anderson died on June 28, 2013 leaving the property to her heir, Sarah Anderson Nichols, by Deed of Distribution dated June 23, 2014 and recorded in York County on June 24, 2014 in Book 14202 at Page 230.

\_\_\_\_\_  
Teasa Kay Weaver  
Master in Equity for York County

York, South Carolina

\_\_\_\_\_, 2021

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SC Court of Appeals

66040.58020.52514  
STATE OF SOUTH CAROLINA

COUNTY OF YORK

IN THE COURT OF COMMON PLEAS

Nationstar Mortgage, LLC,

PLAINTIFF

FORM 4  
JUDGMENT IN A CIVIL CASE

C/A NO: 2017-CP-46-01471

Sarah Anderson Nichols; and City of Rock Hill,

DEFENDANTS

Submitted by: FINKEL LAW FIRM LLC  
Magalie A. Creech (SC Bar 78855)

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), 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: \_\_\_\_\_

SCRPC Form 4C (2/2017)

Page 1 of 2

INFORMATION FOR THE PUBLIC INDEX		
Complete this section below when the judgment affects title to real or personal property or in 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)
Nationstar Mortgage, LLC	NA	NA
If applicable, describe the property, including tax map information and address referenced in the order: All that certain piece, parcel or tract of land situate, lying and being on the west side of Greenbriar Avenue, in the City of Rock Hill, Ebenezer Township, York County, South Carolina, and being designated as Lot No. 9, Block 1, Map of Greenbriar Subdivision, prepared by W.C. White, RLS, March 30, 1960, revised July 14, 1961, recorded in Plat Book 19, page 30, in the RMS Office for York County, South Carolina, to which map is hereby made for a more detailed description.  TMS Number: 632-09-01-022 PROPERTY ADDRESS: 703 Greenbriar Ave, Rock Hill, SC 29730		

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

Judge Code

Date

For Clerk of Court Office Use Only



**DEFENDANTS**

J. Nathaniel Pierce, Esquire  
Morton & Gettys, LLC  
P.O. Box 707  
Rock Hill, SC 29731  
*Attorney for Defendant Sarah Anderson Nichols*

City of Rock Hill  
Anne P. Harty, Municipal Clerk  
155 Johnston Street  
Rock Hill, South Carolina 29730



York Common Pleas

**Case Caption:** Nationstar Mortgage LLC VS Sarah Anderson Nichols , defendant, et al  
**Case Number:** 2017CP4601471  
**Type:** Master/Order/Foreclosure & Sale and Form 4

So Ordered

s/ Teasa K. Weaver 3084

Electronically signed on 2021-11-04 13:58:25 page 13 of 13

**From:** Britney Mosteller  
**To:** [mcreech@finkellaw.com](mailto:mcreech@finkellaw.com)  
**Subject:** Nationstar Mortgage, LLC v. Sarah Anderson Nichols, 2017-CP-46-01471  
**Date:** Friday, December 3, 2021 3:54:22 PM  
**Attachments:** [image184557.png](#)  
[image575990.png](#)  
[image914342.png](#)  
[image473484.png](#)  
[image427707.png](#)  
[Notice of Intent to Appeal.pdf](#)

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Ms. Creech,

Enclosed please find our Notice of Intent to Appeal in the above referenced matter. We plan to file this electronically with York County Circuit Court and South Carolina Court of Appeals within 10 days pursuant to South Carolina Appellate Court Rules.

Please let us know if you have any questions or concerns.

Thank you,

*If you are planning to visit our office, we require all unvaccinated or partially-vaccinated visitors to wear a facemask while in our office. Due to the significant transmission of the Delta variant of the COVID-19 virus in our community, we strongly encourage vaccinated visitors to wear a facemask while in our office. Regardless of vaccination status, we ask visitors to reschedule their visit, if they have symptoms of COVID-19. We also request visitors reschedule their visit, if they have had close contact with someone who is suspected or confirmed to have had COVID-19 in the last 14 days and have not received a negative COVID-19 test result from a test taken 3-5 days after exposure.*

**FOR ALL TRANSACTIONS THAT REQUIRE WIRE TRANSFERS, PLEASE NOTE:** All wire transfers for which Morton & Gettys, LLC is a party to the transaction, must be confirmed via a telephone conversation with the responsible Morton & Gettys staff member PRIOR TO initiating the wire transfer so as to prevent fraudulent transactions.

**IN ADDITION, FOR REAL ESTATE MATTERS:** Due to the overwhelming amount of fraudulent cashier's checks circulating, we will require all funds needed to close to be tendered in the form of a wire transfer. A certified check will only be accepted if the funds required are less than \$5,000.00. Our wiring instructions will be sent with every closing transaction and are available upon request. Thank you!

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Britney Mosteller, Paralegal  
MORTON & GETTYS  
Fountain Park Place  
331 E Main St Suite 300  
PO Box 707  
Rock Hill, SC 29731

Direct Tel: 803.366.3425  
Fax: 803.366.4044  
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Web: [www.mortongettys.com](http://www.mortongettys.com)

A Limited Liability Company



## MORTON & GETTYS

ATTORNEYS AT LAW



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