

68301

THE STATE OF SOUTH CAROLINA
In the Court of Appeals

APPEAL FROM ORANGEBURG COUNTY
Court of Common Pleas

James E. Reeves, Special Referee

RECEIVED
MAY 07 2013
SC COURT OF APPEALS

Case No. 2012-CP-38-0030

Shelton Hoffman a/k/a Shelton L. Hoffman.....Appellant

SC

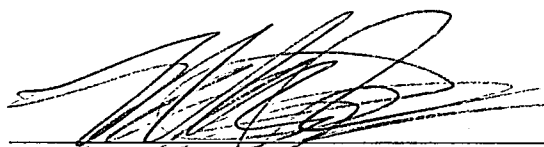
v.

SCBT, NC.....Respondents

NOTICE OF APPEAL

Shelton Hoffman a/k/a Shelton L. Hoffman, hereby gives Notice of Appeal from the judgment of the James E. Reeves, Special Referee for the County of Orangeburg in the above captioned action, filed March 19, 2013.

MARK W. HARDEE, ATTORNEY AT LAW

A handwritten signature in black ink, appearing to read 'Mark W. Hardee', written over a horizontal line.

Mark W. Hardee
Attorney for the Appellant
2301 Devine St
Columbia, South Carolina 29205
(803) 799-0905
(803) 799-0470 (fax)

Columbia, South Carolina
May 7, 2013

STATE OF SOUTH CAROLINA
COUNTY OF ORANGEBURG
SCBT, NA,

Plaintiff,

v.

Shelton Hoffman a/k/a Shelton L. Hoffman; South
Carolina Department of Revenue; Baird Transport,
Inc.;

Defendants.

(016555-00055)

IN THE COURT OF COMMON PLEAS

DOCKET NO. 12-CP-38-0030

JUDGMENT OF FORECLOSURE AND SALE
Deficiency Judgment Demanded
against Shelton Hoffman

Harriet Pollitt Wallace, Esquire
Teri K. Stomski, Esquire
Attorneys for the Plaintiff

Shelton Hoffman a/k/a Shelton L. Hoffman
Pro Se Defendant

Milton G. Kimpson, Esquire
Attorney for South Carolina Department of Revenue

Thomas M. Gore, Esquire
Attorney for Baird Transport, Inc.

A hearing was held February 12, 2013 at 10:00 a.m. Evidence was presented, which is reported herewith, and from the evidence, I find and conclude as follows:

FINDINGS OF FACT AND PROCEDURAL HISTORY:

1. The Lis Pendens was filed on January 12, 2012.
2. The Summons and Complaint were filed on January 12, 2012.
3. Service was made upon all Defendants as shown by the proofs of service filed herein.
4. The Defendant Shelton Hoffman a/k/a Shelton L. Hoffman 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.

5. No Defendant raised any issues related to Plaintiff's standing to prosecute this action.

6. The parties have stipulated that the loan in issue is commercial loan. As a result, the South Carolina Supreme Court Administrative Order 2011-05-02-01 dated May 2, 2011 and 2009-05-2-01 Administrative Order are not applicable.

7. Shelton Hoffman a/k/a Shelton L. Hoffman filed an answer which did not deny any of the allegations in the Complaint, but alleged that the debt had been paid.

8. South Carolina Department of Revenue filed an answer through its attorney, Milton G. Kimpson.

9. The United States of America acting by and through its agency the Internal Revenue Service ("IRS") filed an answer through its attorney, Matthew J. Modica. Thereafter, Defendant IRS was dismissed from the action as shown by the Stipulation of Dismissal filed herein.

10. Baird Transport, Inc. filed an answer through its attorney, Thomas M. Gore.

11. Four final foreclosure hearings have been scheduled in this case, with this being the fourth.

12. The first foreclosure hearing was scheduled for May 8, 2012, before the Honorable O. Davie Burgdorf, Master in Equity for Orangeburg County. At that hearing, Defendant Hoffman did not appear, but instead his purported representative, Ronnie Hoffman, appeared. Judge Burgdorf continued the case and ordered that Ronnie Hoffman could not represent Defendant Hoffman, and if Defendant Hoffman "wanted to be represented, he should seek counsel immediately." See Order Granting Continuance of Def. Hoffman and Stipulations of Counsel, Jul. 13, 2012.

13. The second foreclosure hearing was scheduled for June 26, 2012, and notice of the hearing was served by Plaintiff's counsel on May 10, 2012. On May 30, 2012, Margaret A. Collins, Esquire filed a Notice of Appearance. Thereafter, on June 22, 2012, Ms. Collins filed Defendant Hoffman's First Supplemental Notice of Motion, Motion to Strike Plaintiff's Answer, or in the Alternative, Motion to Require Amendment of Complaint and Motion to Add Indispensable Party and Motion for Continuance. Judge Burgdorf granted Defendant Hoffman's request for continuance "to allow additional time for discovery but contingent upon the hearing occurring no later than August 10, 2012 to avoid further delay and continuances." See Order Granting Continuance of Def. Hoffman and Stipulations of Counsel, Jul. 13, 2012. At the hearing, Defendant Hoffman, through his attorney, withdrew Defendant's Motion to Cancel Hearing and Motion to Dismiss Foreclosure Action and All Related Actions filed April 23, 2012, and Defendant's Amended Motion to Cancel Hearing and Motion to Dismiss Foreclosure and All Related Actions filed May 3, 2012, except as to the issue of whether or not the *Matrix* defense was properly before the Court.

14. On September 12, 2012, in light of his upcoming retirement, Judge Burgdorf recused himself and remanded the case back to the Clerk of Court to have a Special Referee appointed.

15. On or about September 12, 2012, Margaret A. Collins, Esquire and Collins & Burkett Law Firm, LLC filed a Notice of Motion and Motion to Be Relieved as Counsel. Pursuant to the certificate of serviced filed herein, all attorneys of record and Defendant Hoffman were served with a copy of same. On November 2, 2012, an Order Referring Case to James E. Reeves vice O. Davie Burgdorf was entered.

16. On or about December 14, 2012, all attorneys of record were notified of the time, date, and place of the January 10, 2013 hearings on Margaret A. Collins, Esquire and Collins & Burkett Law Firm, LLC's Motion to Be Relieved as Counsel and the final foreclosure hearing by notice and certificates of mailing of record herein.

17. Defendant Hoffman filed an Objection to Motion to Be Relieved as Counsel and Motion to Delay Foreclosure Hearing on January 2, 2013, *pro se*. In response to Defendant's motion, on January 4, 2013, this Court advised Defendant Hoffman that it was "not inclined to delay the matter further" on the grounds that the matter had already been continued and that the Motion to be Relieved as Counsel had been filed for four months, giving Defendant ample opportunity to obtain new counsel if he desired. This Court also advised Defendant Hoffman that both the Motion of Margaret A. Collins, Esquire and Collins and Burkett Law Firm, LLC to be Relieved of Counsel and the foreclosure case were both scheduled for January 10, 2013 at 2:00 p.m. and that regardless of the Court's ruling as to the Motion to be Relieved that the Defendant Hoffman should be prepared to proceed with the foreclosure matter. Accordingly, this Court advised the Defendant Hoffman to seek immediate counsel.

18. On January 8, 2013, Defendant Hoffman filed Defendant's Memorandum in Support for Injunctive Relief and Declaratory Judgment, *pro se*.

19. Due to the illness of Defendant Hoffman, the January 10, 2013 hearing was continued and instead, the Court held a telephone status conference. Present at the status conference were Harriet Pollitt Wallace, attorney for Plaintiff; Margaret A. Collins, attorney for Shelton Hoffman; Thomas M. Gore, attorney for Baird Transport; and Jim Boyd, representative of SCBT. At the status conference, the Court declined to rule on Ms. Collins' Motion to be Relieved. The Order of Continuance specifically stated that the parties had been given notice that the Court was not inclined to delay this case any further and that in light of the pending Motion to be Relieved, the Defendant, Shelton Hoffman, was again advised to immediately seek counsel or be prepared to appear without the assistance of counsel.

20. Notice of this hearing was served on all parties by Notice of Hearing served on January 22, 2013, and filed herein. This Notice specifically stated that the parties were again notified that the Court was not inclined to delay this case any further and that in light of the pending Motion to be

Relieved, the Defendant, Shelton Hoffman, was again advised to immediately seek counsel or be prepared to appear without the assistance of counsel.

21. Pursuant to the Complaint and Plaintiff's Exhibit 1 admitted at the trial without objection, I find that Shelton Hoffman for value received, made, executed and delivered a promissory note dated April 27, 2009 (the "Note") promising thereby to pay to SCBT, N.A. in the sum of \$92,568.00. Pursuant to the express terms of the Note, Defendant Hoffman agreed that the Note would be secured by a real estate mortgage dated October 21, 2003 in the name of Shelton Hoffman aka Shelton L. Hoffman and a Security Agreement dated November 13, 2008, as further described below.

22. The Note states that it is secured by a Real Estate Mortgage dated October 21, 2003 executed by Defendant Hoffman. At the trial, the real estate mortgage ("Mortgage") executed by Shelton Hoffman a/k/a Shelton L. Hoffman in favor of South Carolina Bank and Trust, N.A. covering real property located in Orangeburg County described as it is in the Complaint was admitted into evidence as Exhibit 2. The Mortgage was filed on October 21, 2003, and is of record in the Office of RMC/ROD in Book 1394 at page 239 and specifically states that it secures all present and future obligations of Hoffman to Plaintiff under any promissory note, contract, guaranty, or other evidence of debt existing at or after the execution of the mortgage. *See* S.C. Code Ann. § 29-3-50.

23. At the hearing, Plaintiff's counsel stipulated that Defendant Hoffman's prior counsel had provided a copy of a deed from Defendant Hoffman to Alan Hoffman (the "Alan Hoffman Deed") recorded in the Office of the Register of Deeds Office for Orangeburg County in Book 634 at Page 1031 on October 1, 1996, which was admitted into evidence without objection. Plaintiff stipulated, without objection, that the foreclosure decree and notice of sale should less and except the property referenced in the Alan Hoffman Deed since it was recorded prior to the Mortgage which is the subject of this foreclosure action. The Alan Hoffman Deed indicates that Defendant Hoffman conveyed the following property out of the 55.5 acre tract described in the Mortgage to Alan Hoffman:

All that certain piece, parcel or tract of land, with any and all improvements thereon, containing 1.35 acres, more or less, situate, lying and being in School District 6, Elizabeth Township, County of Orangeburg, State of South Carolina, being more particularly shown and delineated on a plat prepared for Alan Hoffman by Douglas E. Platt, Sr., SPLS, dated September 12, 1996 and recorded in the office of the RMC for Orangeburg County in Plat Book 75-S at Page 459, bounded and measured as follows: On the Northeast by property now or formerly of Shelton Hoffman and measuring thereon 350.00 feet; on the Southeast by property now or formerly of Shelton Hoffman and measuring thereon 175.00 feet; on the Southwest by property now or formerly of Shelton Hoffman and measuring thereon 350.00 feet; and on the Northwest by the 66 foot right-of-way of Lightning Hill Road (S-38-99) and measuring thereon 175.00 feet; be all measurements a little more or less.

For a more complete and accurate description references craved to the above

description plat which is incorporated herein and made a part of this description by reference.

This being a portion of the same property devised to the grantor, Shelton Hoffman, by the Last Will and Testament of Theodore Koins Hoffman, which was duly admitted to Probate on June 29, 1979 and filed in the office of Probate Court for Orangeburg County in Apartment 583 at Package 3.

Tax Map No. 0088-00-00 012 000

Said conveyance is subject to a dirt drive extending along the Southwestern boundary of subject property and subject to a power line extending along the Southwestern boundary of subject property, all as set forth and shown on the above referenced plat.

24. The Mortgage, subject to the property conveyed in the Alan Hoffman Deed, constitutes a priority lien on the subject property, subject only to ad valorem taxes or other liens given priority by statute.

25. Plaintiff testified at the hearing that South Carolina Bank and Trust, N.A. changed its name to SCBT, N.A., and then recently to SCBT. I find that Plaintiff has the legal right to enforce the negotiable instrument secured by the Mortgage and Security Agreement, and is the real party in interest as defined by Rule 17(a) of the South Carolina Rules of Civil Procedure.

26. On or about November 13, 2008, Defendant Hoffman executed a Commercial Security Agreement in favor of SCBT, N.A., its successors and assigns, securing all present and further obligations of Hoffman to Plaintiff, in which Defendant Hoffman pledged a Link Belt Excavator, 1979 Intl Truck, Dump Wagon, and 1994 Landoll 30 Ton Lowboy. See Plaintiff's Exhibit 3, which was admitted into evidence. Plaintiff's security interest in the Link Belt Excavator and Dump Wagon is perfected pursuant to that certain UCC-1 Financing Statement the South Carolina Secretary of State's Office in file number 050819-1542432, and the security agreement 1994 Landoll 30 Ton Lowboy is perfected pursuant to that certain UCC-1 Financing Statement filed in the South Carolina Secretary of State's Office in file number 060313-1127451, including all continuations and amendments thereto. Plaintiff indicated that it is not seeking claim and delivery of the property described in the Security Agreement or UCC-1 Financing Statements until and unless the real property being foreclosed fails to satisfy the judgment.

27. Payment due on the 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 Note and Mortgage in the hands of the attorney herein for remedy by foreclosure.

28. The sum of \$59,543.91 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. This fee is likewise reasonable based on the time necessarily devoted to representation of Plaintiff during the several month course of these proceedings. A review of the Court file, along with the Affidavit of Plaintiff's counsel, indicates an extraordinary amount of time and effort was required for this case, mainly caused by the actions of the Defendant, Shelton Hoffman. 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, their experience in handling foreclosure matters, and the numerous filings of Defendant in this action. 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.

29. 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 Note, with interest at the rate provided in the Note, advances made by Plaintiff, and other costs and expenses of the action, including a reasonable attorney fee, all secured by the Note, Mortgage, and Security Agreement is as follows:

- (a) Principal due June 5, 2011 \$81,858.19
- (b) Interest from June 5, 2011 through
February 12, 2013 at 7% per annum \$9,838.45*
- (c) Allowable Advances (paid attorney fees and costs)..... \$40,160.11
Paid Hourly Contested Litigation Fees (188.75 hrs.) - \$37,581.25
Paid Litigation Costs - \$2,578.86
- (d) Attorney Fee (awarded herein, but unpaid)..... \$18,983.80
Unpaid Hourly Fees for Contested Work (73.40 hrs.) - \$13,056.25
Anticipated Attorneys' Fees - \$5,000.00
Unpaid Litigation Costs - \$927.55
- (e) Allowable Escrow Advances \$2,666.64
[Insurance paid by Plaintiff - \$1,105.09 but waived per Plaintiff]
2011 Taxes Paid on Parcel 1 by Plaintiff - \$2,2,553.09
2011 Taxes Paid on Parcel 2 by Plaintiff - \$113.54
- (f) Allowable Late Charges \$540.18
- (g) Credit for 2009 and 2010 Force Placed Insurance (\$3,021.11)

TOTAL debt secured by Note and Mortgage,
including interest to date shown..... \$151,026.26

*Interest continues to accrue at \$15.92 per diem

Interest shall accrue to the above stated "Total Debt" after the date of judgment at the rate of 7% per annum (pursuant to the terms of the Note). Accrued interest shall be added to the "Total Debt" and shall comprise the amount of the Plaintiff's debt secured by the Mortgage and Security Agreement through the date to which such interest is computed.

30. Plaintiff is seeking the usual foreclosure of the mortgage and has expressly demanded the right to a personal or deficiency judgment pursuant to S.C. Code Ann. §29-3-660 demanded against Shelton Hoffman. 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.

31. Plaintiff submitted Testimony and other evidence proving the final debt owed as referenced herein is due and owing and unpaid by or on behalf of Defendant Hoffman.

32. Therefore, based on evidence presented, I find Defendant Hoffman is in default of the Note, Mortgage, and Security Agreement and Plaintiff is entitled to foreclose and seek Judgment in amount of final debt owed as referred herein against Defendant Hoffman.

33. The following Defendants 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 Defendants 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 Defendants and such liens or legal interests are as follows.

a. The South Carolina Department of Revenue by virtue of a Tax Lien, including but not limited to, a lien against Shelton Hoffman; Tax Lien No.: 3-50773619-9; Dated: December 6, 2006; Recorded: January 16, 2007; in the amount of \$846.69; in Book 214 at Page 15.

b. The South Carolina Department of Revenue by virtue of a Tax Lien, including but not limited to, a lien against Hoffman Electric Inc.; Tax Lien No.: 3-508001890-0; Dated: February 1, 2007; Recorded: May 2, 2007; in the amount of \$533.27; in Book 216 at Page 171.

c. Baird Transport, Inc., by virtue of a Judgment, including but not limited to, a lien against Hoffman Produce (Shelton Hoffman) Judgment Roll Number 2007-899; recorded August 21, 2007; in the amount of \$2,958.10.

IT IS THEREFORE ORDERED:

34. Margaret A. Collins and Collins & Burkett Law Firm, LLC's Motion to Be Relieved as Counsel is Granted.

35. Plaintiff has fully complied with the South Carolina Supreme Court Administrative Order dated May 22, 2009 and the South Carolina Supreme Court Administrative Order dated May 2, 2011, and the foreclosure sale may proceed.

36. After all payments have been applied, the sum of \$151,026.26 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.

37. Plaintiff shall have judgment demanded against Shelton Hoffman. 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. In addition, in the event of a deficiency, Plaintiff may seek possession of the collateral referenced in the Security Agreement.

38. The amount due (the "Final Total Debt" as set out in the Findings of Fact *supra*) shall accrue interest at the rate of the note rate of 7.0% per annum and together with such interest shall constitute the total judgment debt due Plaintiff.

39. 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.

40. The Defendant liable for the aforesaid judgment debt of the Note and Mortgage including interest at the rate of 7% 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.

41. 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 Orangeburg County Courthouse, in the City of Orangeburg, 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 7%.

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 the satisfaction of mortgage, 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.

42. 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).

43. 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.

44. 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.

45. 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.

46. 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.

47. The Master in Equity or Special Referee will apply the proceeds of the sale as follows:

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

NEXT: To the payment to Plaintiff or Plaintiff's attorney of the amount of Plaintiff's debt and interest (including a reasonable attorney fee) or so much thereof as the purchase money will pay on the same; 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 should be held pending further Order of this court.

48. In the event the successful bidder is someone other than the Defendant in possession of the subject property, the Sheriff of Orangeburg County is ordered and directed to eject and remove from the property the occupants 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.

49. In the event the successful bidder is other than the Defendant 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.

50. The Defendants 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.

51. 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.

52. 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, and the Defendant who was the titleholder 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.

53. 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.

54. The following is a description of the property herein ordered to be sold, which less and excepts a parcel which appears to have been conveyed out prior to the execution of the mortgage which is the subject of this action:

All that certain piece, parcel or tract of land containing 2.00 acres, more or less, situate, lying and being in Limestone Township, County of Orangeburg, State of South Carolina, and being set forth and shown as Lot No. 22 on a plat of Eldorado Subdivision, Section I, prepared for Ruth Hayden et al by W.F. Stokes, RLS dated March 13, 1980 and recorded in the Office of the Register of Deeds for Orangeburg County in Plat Book 49 at page 99 and being bounded and measuring as follows: On the northeast by U.S. Highway 178 and measuring thereon 195 feet; on the Southeast by lands now or formerly of Bradshaw and measuring thereon 410.4 feet; on the South by Lot 23 on said plat and measuring thereon 171.1 feet; and on the Northwest by the right of way of a 50 foot road and measuring thereon along a broken line 542.4 feet; be all measurements a little more or less.

Also:

All that certain piece, parcel or tract of land, containing 2.00 acres, more or less, situate, lying and being in Limestone Township, County of Orangeburg, State of South Carolina, and being set forth and shown as Lot No. 23 on a plat of Eldorado Subdivision, Section I prepared for Ruth Hayden et al by W.F. Stokes, RLS dated March 13, 1980 and recorded in the Office of the Register of Deeds for Orangeburg County in Plat Book 49 at page 99 and being bounded and measuring as follows: On the North by Lot 22 on said plat and measuring thereon 171.1 feet; on the Northeast by lands now or formerly of Bradshaw and measuring 233.4 feet; on the Southeast by lands now or formerly of Bradshaw and measuring 100 feet; on the South by Lot 24 on said plat and measuring thereon 333.6 feet; and West by the right of way of a 50 foot road and measuring thereon 174.1 feet; be all measurements a little more or less.

This being the same property conveyed to Shelton L. Hoffman by the following deeds:

Deed of Beulah S. Nash, et al dated October 3, 1983 and recorded in the Office of the Register of Deeds for Orangeburg County on October 13, 1983 in Deed Book 489 at page 963.

Deed of Ruth N. Hayden et al dated October 13, 1983 and recorded in the Office of the Register of Deeds for Orangeburg County on October 13, 1983 in Deed Book 489 at page 969.

Also:

All that certain piece, parcel or tract of land, with any and all improvements thereon, containing 55.50 acres, more or less, situate, lying and being in Elizabeth Township, County of Orangeburg, State of South Carolina, and being bounded as follows: On the Northeast by property now or formerly of Inabinet; on the East by property now or formerly of Inabinet; on the Southeast by property now or formerly of Grady Hoffman; on the Southwest by property

now or formerly of Marlene Lloyd; on the Northwest by property now or formerly known as the home place of T.K. Hoffman; on the Southwest again by property now or formerly as the home place of T.K. Hoffman; and on the Northwest, again by the right of way of Lightning Hill Road.

This being the same property devised to Shelton Hoffman by the Last Will and Testament of Theodore Koins Hoffman which was duly admitted to probate and filed in the Office of the Probate Court for Orangeburg County in Apartment 583 at Package 3.

TMS# 0143-19-06-001
0089-00-03-003

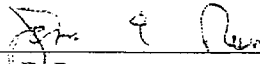
LESS AND EXCEPT:

All that certain piece, parcel or tract of land, with any and all improvements thereon, containing 1.35 acres, more or less, situate, lying and being in School District 6, Elizabeth Township, county of Orangeburg, State of south Carolina, being more particularly shown and delineated on a plat prepared for Alan Hoffman by Douglas E. Platt, Sr., SCPLS, dated September 12, 1996 and recorded in the Office of the RMC for Orangeburg County in Plat Book 755 at Page 459, bounded and measuring as follows: On the Northeast by property now or formerly of Shelton Hoffman and measuring thereon 350.00 feet; on the Southeast by property now or formerly of Shelton Hoffman and measuring thereon 175.00 feet; on the Southwest by property nor or formerly of Shelton Hoffman and measuring thereon 350.00 feet; and on the Northwest by the 66 foot right-of-way of Lightning Hill Road (S-38-99) and measuring thereon 175.00 feet; be all measurements a little more or less.

For a more complete and accurate description references craved to the above described plat which is incorporated herein and made a part of this description by reference.

This being the same property conveyed to Alan Hoffman by Deed of Shelton Hoffman dated October 1, 1996 and recorded in the Office of the RMC for Orangeburg County on October 1, 1996 in Deed Book 634 at Page 1031.

Said conveyance is subject to a dirt drive extending along the Southwestern boundary of the subject property and subject to a power line extending along the Southwestern boundary of the subject property, all as asset forth and shown on the above referenced plat.



James E. Reeves
Special Referee

3/13, 2013
Orangeburg, South Carolina

NOTICE OF SALE

BY VIRTUE of a decree heretofore granted in the case of: SCBT, N.A. vs. Shelton Hoffman a/k/a Shelton L. Hoffman; South Carolina Department of Revenue; Baird Transport, Inc., C/A No. 12-CP-38-0030, The following property will be sold on ~~April 1, 2013~~, at 2:00 PM at the Orangeburg County Courthouse to the highest bidder:

May 6, 2013 *JR*

All that certain piece, parcel or tract of land containing 2.00 acres, more or less, situate, lying and being in Limestone Township, County of Orangeburg, State of South Carolina, and being set forth and shown as Lot No. 22 on a plat of Eldorado Subdivision, Section I, prepared for Ruth Hayden et al by W.F. Stokes, RLS dated March 13, 1980 and recorded in the Office of the Register of Deeds for Orangeburg County in Plat Book 49 at page 99 and being bounded and measuring as follows: On the northeast by U.S. Highway 178 and measuring thereon 195 feet; on the Southeast by lands now or formerly of Bradshaw and measuring thereon 410.4 feet; on the South by Lot 23 on said plat and measuring thereon 171.1 feet; and on the Northwest by the right of way of a 50 foot road and measuring thereon along a broken line 542.4 feet; be all measurements a little more or less.

Also:

All that certain piece, parcel or tract of land, containing 2.00 acres, more or less, situate, lying and being in Limestone Township, County of Orangeburg, State of South Carolina, and being set forth and shown as Lot No. 23 on a plat of Eldorado Subdivision, Section I prepared for Ruth Hayden et al by W.F. Stokes, RLS dated March 13, 1980 and recorded in the Office of the Register of Deeds for Orangeburg County in Plat Book 49 at page 99 and being bounded and measuring as follows: On the North by Lot 22 on said plat and measuring thereon 171.1 feet; on the Northeast by lands now or formerly of Bradshaw and measuring 233.4 feet; on the Southeast by lands now or formerly of Bradshaw and measuring 100 feet; on the South by Lot 24 on said plat and measuring thereon 333.6 feet; and West by the right of way of a 50 foot road and measuring thereon 174.1 feet; be all measurements a little more or less.

This being the same property conveyed to Shelton L. Hoffman by the following deeds:

Deed of Beulah S. Nash, et al dated October 3, 1983 and recorded in the Office of the Register of Deeds for Orangeburg County on October 13, 1983 in Deed Book 489 at page 963.

Deed of Ruth N. Hayden et al dated October 13, 1983 and recorded in the Office of the Register of Deeds for Orangeburg County on October 13, 1983 in Deed Book 489 at page 969.

Also:

All that certain piece, parcel or tract of land, with any and all improvements thereon, containing 55.50 acres, more or less, situate, lying and being in Elizabeth Township, County of Orangeburg, State of South Carolina, and being bounded as follows: On the Northeast by property now or formerly of Inabinet; on the East by property now or formerly of Inabinet; on the Southeast by property now or formerly of Grady Hoffman; on the Southwest by property now or formerly of Marlene Lloyd; on the Northwest by property now or formerly known as the home place of T.K. Hoffman; on the Southwest again by property now or formerly as the home place of T.K. Hoffman; and on the Northwest, again by the right of way of Lightning Hill Road.

This being the same property devised to Shelton Hoffman by the Last Will and Testament of Theodore Koins Hoffman which was duly admitted to probate and filed in the Office of the Probate Court for Orangeburg County in Apartment 583 at Package 3.

TMS# 0143-19-06-001 and 0089-00-03-003

LESS AND EXCEPT:

All that certain piece, parcel or tract of land, with any and all improvements thereon, containing 1.35 acres, more or less, situate, lying and being in School District 6, Elizabeth Township, county of Orangeburg, State of south Carolina, being more particularly shown and delineated on a plat prepared for Alan Hoffman by Douglas E. Platt, Sr., SCPLS, dated September 12, 1996 and recorded in the Office of the RMC for Orangeburg County in Plat Book 755 at Page 459, bounded and measuring as follows: On the Northeast by property now or formerly of Shelton Hoffman and measuring thereon 350.00 feet; on the Southeast by property now or formerly of Shelton Hoffman and measuring thereon 175.00 feet; on the Southwest by property nor or formerly of Shelton Hoffman and measuring thereon 350.00 feet; and on the Northwest by the 66 foot right-of-way of Lightning Hill Road (S-38-99) and measuring thereon 175.00 feet; be all measurements a little more or less.

For a more complete and accurate description references craved to the above described plat which is incorporated herein and made a part of this description by reference.

This being the same property conveyed to Alan Hoffman by Deed of Shelton Hoffman dated October 1, 1996 and recorded in the Office of the RMC for Orangeburg County on October 1, 1996 in Deed Book 634 at Page 1031.


Said conveyance is subject to a dirt drive extending along the Southwestern boundary of the subject property and subject to a power line extending along the Southwestern boundary of the subject property, all as asset forth and shown on the above referenced plat.

SUBJECT TO ASSESSMENTS, ORANGEBURG AD VALOREM TAXES, EASEMENTS AND/OR, RESTRICTIONS OF RECORD, AND OTHER SENIOR ENCUMBRANCES.

TERMS OF SALE: A 5% deposit in certified funds is required. The deposit will be applied towards the purchase price unless the bidder defaults, in which case the deposit will be forfeited. If the successful bidder fails, or refuses, to make the required deposit on the day of sale or fails or refuses to comply with the bid within 30 days, then the property will be resold at the bidder's risk. Personal or deficiency judgment having been demanded or reserved, the sale will remain open for thirty (30) days pursuant to S.C. Code Ann. §15-39-720 (1976). 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. The successful bidder will be required to pay interest on the amount of the bid from date of sale to date of compliance with the bid at the rate of 7% per annum. For complete terms of sale, see Judgment of Foreclosure and Sale filed with the Orangeburg County Clerk of Court at C/A #12-CP-38-0030.

NOTICE: The foreclosure deed is not a warranty deed. Interested bidders should satisfy themselves as to the quality of title to be conveyed by obtaining an independent title search prior to the foreclosure sale date.

Harriet Pollitt Wallace, Esq.
Attorney for Plaintiff
P.O. Box 100200
Columbia, SC 29202-3200
(803) 771-7900
016555-00055
Website: www.rtt-law.com (see link to Resources/Foreclosure Sales)



James E. Reeves
Special Referee

NOTICE TO PRINTER: Please insert:

_____ Once during week commencing _____
_____ Once during week commencing _____
_____ Once during week commencing _____

CERTIFICATE OF SERVICE

I, Vicky McCarter, an employee with the law firm of The Hardee Firm., do hereby certify that I have this date served a copy of the following pleading upon the individual named below, by placing a copy in the United States Mail, postage prepaid and return address clearly indicated to the address below:

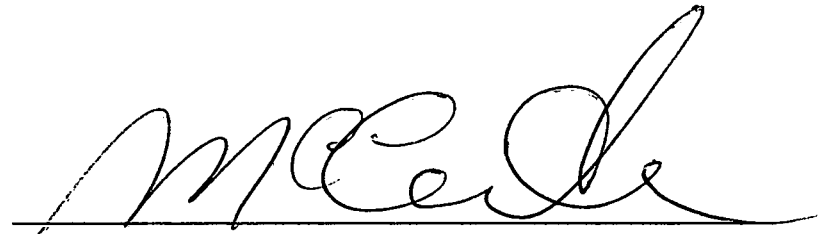
COUNSEL SERVED:

Harriet Pollitt Wallace
Rogers Townsend & Thomas, PC
PO Box 100200
Columbia, SC 29202
Attorneys for the Respondent

RECEIVED
MAY 07 2013
SC Court of Appeals

PLEADING:

Motion for Notice of Appeal to be Filed out of Time &
Notice of Appeal



Vicky McCarter

Columbia, South Carolina
May 7, 2013

CIRTIIFICATE OF SERVICE

On April 12, 2013, I caused to be served by my hand a true and complete copy of the Notice of Appeal of the Order of Special Referee in the case 2012-CP-38-0300 to Special Referee James E Reeves at 400 N. Cedar Street, Summerville, SC 29483

By 
Authorized Representative

CIRTIIFICATE OF SERVICE

On April 12, 2013, I caused to be served by my hand a true and complete copy of the Notice of Appeal of the Order of Special Referee in the case 2012-CP-38-0300 to Rogers Townsend & Thomas at 220 Executive Center Drive, Columbia SC 29210.

On April 12, 2013, I caused to be served by my hand a true and complete copy of the Notice of Appeal of the Order of Special Referee in the case 2012-CP-38-0300 for SCBT, in care of Rogers Townsend & Thomas 220 Executive Center Drive, Columbia SC 29210.

By 
Authorized Representative

Rachel Childers
4/12/13
2:07