



3. The Amended Lis Pendens was filed on September 1, 2011.
4. The Complaint contained an allegation that this action does not involve a mortgage loan such that the Home Affordable Modification Program is not applicable. No Defendant filed an Answer denying the allegation; the court finds that the Home Affordable Modification Program does not apply to this action.
5. The Plaintiff provided an Affidavit establishing that the subject property which is owned by The Fingerville/Little Africa Community Center, Inc. is not an "Owner-Occupied dwelling" as defined in the Administrative Order of the South Carolina Supreme Court dated May 2, 2011.
6. An Order Directing Service of Process on a Domestic Corporation Pursuant to S.C. Code Section 15-9-210 was entered on August 25, 2011.
7. The Defendant Little Africa, was served with the Summons and Notice and Complaint on September 11, 2011, as evidenced by the Certificate of Service filed on September 7, 2011.
8. The Defendant is in default, as evidenced by the Affidavit of Default and of Non-Military Service filed on November 30, 2011.
9. The Defendant was provided with notice of the time, place and date of the hearing as shown by the Notice of Hearing and Certificates of Service filed on December 8, 2011 and December 19, 2011.
10. On July 6, 2010, the Plaintiff obtained a judgment against the Defendant in the amount of \$22,910.00, plus interest at the post statutory post judgment rate, in the Court of Common Pleas for Spartanburg County, South Carolina, which judgment was entered and indexed under Judgment Roll # 2010-CP-42-2189 (the "Judgment").
11. A true and correct copy of the Judgment is of record herein.

12. At the time the Judgment was enrolled in Spartanburg County, the Defendant owned real property in Spartanburg County, specifically certain real estate consisting of approximately 21.70 acres located at 4107 Highway 11, Inman, South Carolina (the "Premises"), more fully described below.

13. The Plaintiff's Judgment attached to the Premises and constitutes a first priority judgment lien on the Premises.

14. The Judgment Debtor is a corporation and therefore not entitled to claim an exemption in the Premises.

15. A. T. Sistare is entitled to interest on the Judgment from July 6, 2010 at the statutory rate of 7.25%.

16. Prior to commencing this action, the Plaintiff attempted to collect the Judgment by execution issued to the Spartanburg County Sheriff on September 30, 2010.

17. The Spartanburg County Sheriff returned the execution marked "Nulla Bona" on November 18, 2010.

18. A true and correct copy of the Spartanburg County Execution and Nulla Bona is of record herein.

19. Payment due on the Judgment has not been made as provided for therein, and the Plaintiff has placed the Judgment in the hands of the attorney herein for collection by judicial sale of the Premises.

20. The total amount due and owing on the Judgment, with interest at the statutory interest of 7.25% from July 6, 2010 is as follows:

(a)	Judgment as of July 6, 2010	\$22,910.00
(b)	Interest from July 6, 2010 to January 3, 2012	\$ 2,470.65



3. That the Defendant liable for the aforesaid Judgment shall on or before the date of sale of the property hereinafter described, pay to the Plaintiff or to its attorney, the amount of Plaintiff's Total Debt as aforesaid.

4. That on default of payment at or before the time herein indicated, the Premises as described in the Complaint, as hereinafter set forth, be sold by the undersigned Master in Equity at public auction, at the Spartanburg County Courthouse, in the City of Spartanburg, County and State aforesaid, on Monday, February 6, 2012, or on some convenient Sale Day hereafter 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 twenty (20) days same to be forfeited and applied to the Plaintiff's debt.

(b) Interest on the bid shall be paid to the day of compliance at the rate of 7.25%.

(c) The sale shall be subject to taxes (including specifically any delinquent taxes) and assessments, existing easements and restrictions and easements and restrictions of record, and any other senior encumbrances.

(d) Purchaser to pay for deed stamps (if applicable) and cost of recording the deed.

(e) If the Plaintiff's representative is not in attendance at the scheduled time of the sale, the sale shall be canceled and sold on some subsequent Sale Day after due advertisement.

(f) If Plaintiff is the successful bidder at the said sale, for a sum not exceeding the amount of costs, expenses, and 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. No deposit shall be due if Plaintiff is the successful bidder.

(g) A deficiency judgment having not been requested, the sale will become final on the Sale Day and immediate compliance may be had.

(h) That the Master in Equity will by advertisement according to law, give notice of the time, and place of sale, and the terms thereof; and will execute to the Purchaser, or Purchasers, a deed to the Premises sold. The Plaintiff, or any other party to this action, may become a purchaser at such sale, and that is, upon such sale being made, the Purchaser, or Purchasers, should fail to comply with the terms thereof within twenty (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. At the hearing on this matter, the undersigned directed that the property be advertised for sale. In the event an advertisement is published prior to the entry of this written Order, such advertisement is hereby ratified and approved nunc pro tunc as if same were published after the entry of this Order.

5. That the Master in Equity will apply the proceeds of the sale as follows:

FIRST: To the payment to the Plaintiff or Plaintiff's Attorney, of the amount of Plaintiff's Total Debt secured by the Judgment;

NEXT: Any surplus will be held pending further Order of this Court.

6. It is further ORDERED, ADJUDGED AND DECREED that in the event the successful bidder is other than the Defendant(s) in possession herein, the Sheriff of Spartanburg 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 such peaceable possession.

7. And it is further ORDERED, ADJUDGED AND DECREED that each Defendant(s) named herein and all persons whosoever claiming under him, her, 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.

8. IT IS FURTHER ORDERED that, pursuant to S.C. Code Ann. Section 30-9-31 (Supp. 1987), the deed of conveyance made pursuant to the sale shall be indexed in the grantor index by the Register of Deeds Office in the name of the owner of record of subject property immediately prior to execution of the deed(s), as well as in the name of the Master in Equity, who executes such deed(s) as grantor.

9. The undersigned Master in Equity will retain jurisdiction to do all necessary acts incident to this foreclosure including, but not limited to, the issuance of a Writ of Assistance and disposing of any surplus funds pursuant to Rule 71(c), SCRPC.

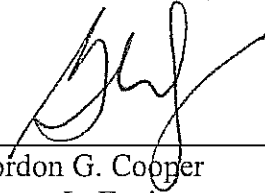
10. The following is a description of the Premises ordered to be sold:

All that irregular shaped tract of land, with improvements thereon, containing 21.70 acres, more or less, and fronting on the southeastern side of Highway 11 in School District 2, Spartanburg County, South Carolina as shown on plat prepared by Huskey & Huskey, Inc. Professional Land Surveying, for ROGER RHINEHART and GAYLE RHINEHART dated November 12, 1997 and recorded July 7, 1999 in Plat Book 145 at Page 214 in the Office of the RMC for Spartanburg County.

Also: All right, title and interest in an easement (locally known as "Old Poston Road") leading from said Highway 11 across the property described hereinabove and across the T.C. Poston land (as indicated on said plat) to the River Bluff Subdivision as indicated on said plat.

This is the same property conveyed to the Fingerville/Little Africa Community Center, Inc. by deed of Roger D. Rhinehart and Gayle J. Rhinehart dated October 22, 2001 recorded October 25, 2001 in Deed Book 74-S at Page 239.

Property Address: 4107 Highway 11, Inman, South Carolina  
Tax Map No. 2 16-00 001.00



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Gordon G. Cooper  
Master-In-Equity

Spartanburg, South Carolina  
January 3, 2012

