

STATE OF SOUTH CAROLINA)
)
COUNTY OF SPARTANBURG)

IN THE COURT OF COMMON PLEAS
CASE NUMBER 2011-CP-42-4166

Springleaf Financial Services of South)
Carolina, Inc. f/k/a American General)
Financial Services, Inc.,)

Plaintiff,)

-versus-)

Robert O. Duncan; Vickie L. Duncan;)
and South Carolina Department of Motor)
Vehicles,)

Defendants.)

(005446)

**MASTER IN EQUITY
ORDER AND JUDGMENT
OF FORECLOSURE AND SALE
(NO DEFICIENCY
REQUESTED)**

NOTICE: The original of this document was filed in the Office of the Clerk of Court for Spartanburg County on , , and copies were forwarded to the following on the same date:

TO: Thomas H. Brush
J. Chris Lanning
Frank L. Valenta, Jr.

Pursuant to Rule 53 of the South Carolina Rules of Civil Procedure, and upon the stipulation and agreement of all parties hereto not in default, the above-entitled matter was referred to the undersigned to make appropriate Findings of Fact and Conclusions of Law with authority to enter a final judgment in the case.

Pursuant to the said Order of Reference a hearing was held, attended by the attorney 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 September 29, 2011.
2. The Summons and Complaint were filed on September 29, 2011.
3. Service was made upon the Defendant, Robert O. Duncan, on October 11, 2011 as evidenced by the Affidavit of Personal Service filed October 20, 2011; the Defendant, Vickie L. Duncan, on October 11, 2011 as evidenced by the Affidavit of Personal Service filed October 20, 2011; the Defendant, South Carolina Department of Motor Vehicles, on October 11, 2011 as evidenced by the Acceptance of Service and Consent to Order of Reference filed October 17, 2011, 2011. The Defendant, South Carolina Department of Motor Vehicles, filed an answer dated October 11, 2011.
4. The Defendants, Robert O. Duncan and Vickie L. Duncan, are in default as shown by the Affidavit of Default filed November 17, 2011.
5. According to the Affidavit of Default filed November 17, 2011, no Defendant in default is in the military service of the United States of America, as contemplated under the Soldiers' & Sailors' Civil Relief Act of 1940, and any Amendments thereto.
6. For value received, Robert O. Duncan and Vickie L. Duncan, made, executed and delivered a Note dated November 20, 2001, promising thereby to pay to the order of Springleaf Financial Services of South Carolina, Inc. f/k/a American General Financial Services, Inc., the sum of Sixty-Four Thousand One Hundred Eighty and 00/100 (\$64,180.00) Dollars, plus interest at a rate of 11.75% percent per annum. Other terms and conditions are stated in the Note, which is of record

herein.

7. To better secure the payment of the Note described above, the Defendants, Robert O. Duncan and Vickie L. Duncan, made, executed and delivered to Springleaf Financial Services of South Carolina, Inc. f/k/a American General Financial Services, Inc., a mortgage in writing, dated November 20, 2001, covering real property in Spartanburg County, which is the same as that described in the Complaint. The Mortgage was filed on November 26, 2001, and is of record in the Office of the Register of Mesne Conveyances for Spartanburg County in Mortgage Book 2595, at Page 268.

8. This Mortgage constitutes a First lien on the subject property.

9. That all persons having an interest or lien or possible claim in or upon the above-described premises as of the date and filing of the Lis Pendens have been made Defendants herein by virtue of the following:

A. South Carolina Department of Motor Vehicles by virtue of its responsibility of issuing Certificates of Title for mobile homes in the State of South Carolina to the successful purchaser of the mobile home at the foreclosure sale.

10. Payment due on the Note has not been made as provided for therein and the 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 its attorney for collection.

11. The sum of Four Thousand and 00/100 (\$4,000.00) Dollars is a reasonable fee to allow as attorney's fees for Plaintiff's attorney for services performed and anticipated to be performed until final adjudication of the within action, under the terms of the Note and Mortgage.

12. 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 the Note and Mortgage, is as follows:

(a)	Principal Due	\$ 61,868.46
(b)	Interest from 05/14/2011 to December 13, 2011	2,894.67
(c)	Cost of Collection Prior to Hearing	
	- Clerk of Court	175.00
	- Title Search	219.50
	- Service	120.00
	- Administrative	150.00
	- Late Charges	104.00
	- NSF Fees	60.00
	- Insurance	766.35
	- Taxes	145.71
	- Master in Equity	125.00
(d)	Attorney's Fee	4,000.00
(e)	Estimated Publication	450.00
	Interest from hearing to date of sale	747.45
	Estimated Bid Fee	55.00
	TOTAL DEBT SECURED BY NOTE AND MORTGAGE INCLUDING INTEREST TO DATE SHOWN	71,881.14

Interest for the period from the date shown in (b) above through the date of this Judgment at the 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 11.75% percent 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 Plaintiff's debt secured by the Mortgage through the date to which such interest is computed.

13. The Plaintiff is seeking the usual foreclosure of the Mortgage and has in the Complaint, or by amendment thereto, or by Motion at the Reference, expressly waived the right to a deficiency judgment.

14. According to the testimony of record the debt is also secured by a 1989 FLEETWOOD, SERIAL NUMBER: GAFLJ05A&B14943CH.

CONCLUSIONS OF LAW

I, THEREFORE CONCLUDE AS FOLLOWS:

1. The Plaintiff should have judgment of foreclosure of the Mortgage.
2. The mortgaged property should be ordered sold at Public Auction after due advertisement. The sale shall be made subject to taxes and assessments that are due on the date of sale.
3. The proceeds arising from such sale should be applied, first, to the costs and disbursements of this action, and next, to the payment and discharge of the amount of Plaintiff's debt and interest, or so much thereof as the proceeds will pay, and any surplus should be held pending further order of this Court.

NOW, ON MOTION OF PLAINTIFF'S ATTORNEY,

IT IS SO ORDERED, ADJUDGED AND DECREED:

1. That there is due to the Plaintiff on the obligation and Mortgage set forth in the Complaint the sum of Seventy-One Thousand, Eight Hundred Eighty-One and 14/100 (\$71,881.14) Dollars representing the total debt due Plaintiff as set out in Paragraph Twelve, supra, together with interest at the rate provided in said obligation on the balance of principal from the date aforesaid to the date hereof.

2. The amount due in the preceding Paragraph (the "Total Debt" as set forth in Paragraph Twelve, supra, and later accrued interest on the principal) shall constitute the total Judgment debt due the Plaintiff and shall bear interest hereafter at the rate of 11.75% percent per annum.

3. That the Defendant(s) liable for the aforesaid Mortgage debt shall, on or before the date of sale of the property hereinafter described, pay to the Plaintiff, or Plaintiff's attorney, the amount of Plaintiff's debt as aforesaid, together with the costs and disbursements of this action.

4. That on default of payment at or before the time herein indicated, the mortgaged premises described in the Complaint, as hereinafter set forth, be sold by the undersigned Master in Equity at Public Auction, at the Spartanburg County Courthouse, County and State aforesaid, 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 undersigned Master will require a deposit of five (5%) percent 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 the case of non-compliance, within thirty (30) days, same to be forfeited and applied to the costs and Plaintiff's debt, without further notice.

b. Interest on the balance of the bid shall be paid to the day of compliance at the rate of interest of 11.75% percent.

c. The sale shall be subject to taxes and assessments, existing easements, and easements and restrictions of record.

d. Purchaser to pay for the preparation of the Deed, documentary stamps and costs of

recording the Deed.

5. If Plaintiff be 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, Plaintiff may pay to the undersigned Master in Equity only the amount of the costs and expenses crediting the balance of the bid on Plaintiff's indebtedness.

6. No personal or deficiency judgment being demanded, the bidding will not remain open after the date of sale, but compliance with the bid may be made immediately.

7. That the undersigned Master in Equity will, by advertisement according to law, give notice of the time, date and 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. The Plaintiff, or any other party to this action, may become 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 thirty (30) days after date of sale, then the undersigned Master 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. In the event the Plaintiff is the successful bidder, at its option, or the option of its assignee, the Deed may be taken subject to payment by Grantee of any taxes or assessments constituting a lien against the property sold under this Order and hereinafter more fully described.

8. That the undersigned Master 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 attorney's appointed under order of Court;

NEXT: To the payment of the Plaintiff or Plaintiff's attorney, of the amount of

Plaintiff's debt and interest or so much thereof as the purchase money will pay on the same;

NEXT: Any surplus will be held pending further order of the Court.

9. IT IS FURTHER ORDERED, ADJUDGED AND DECREED that in the event the successful bidder is other than the Defendant 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 its 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, ADJUDGED AND DECREED that each Defendant named herein and all persons whosoever 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.

11. IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the Deed of Conveyance made pursuant to said 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, and the Register of Mesne Conveyances is authorized to omit from the indices pertaining to such conveyance the names of all parties not contained in said Deed.

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

All that certain piece, parcel or lot of land situate and lying in the State of South Carolina, County of Spartanburg, designated as Lot No. 1 containing 1.157 acres as shown on a plat for Bobbie O. and Christine Duncan by James V. Gregory Land Surveying dated September 24, 1997, to be recorded herein and being more particularly described as follows:

Beginning at a nail cap in the right of way of Bible Church Road, 1057 feet from the intersection of

McMillin Blvd, and running N 12-11-34 E. 267.58 feet to an iron pin set; thence N 12-11-34 E. 210.00 feet to an iron pin set; thence along Lot No. 3 S. 70-55-19 E. 212.27 feet to an iron pin set; thence along Lot No. 2 S 12-46-49 W. 206.00 feet to an iron pin set; thence N 72-09-55 W. 184.63 feet to an old 3/8 rebar; thence S 12-13-00-W 269.25 feet to a nail and cap in the right of way of Bible Church Road; thence N 66-30-21 W 25.27 feet to the point of beginning.

Also: A Non-Exclusive Easement for ingress and egress from Bible Church Road to the within property as shown on a plat made for Bobbie O. and Christine Duncan by James V. Gregory Land Surveying dated September 24, 1997. made a part hereof by reference.

Also: The within conveyance is made subject to right of ways for ingress and egress serving the remaining lots as shown on the above referred to plat.

This being the same property conveyed to Robert O. Duncan and Vickie L Duncan from Bobbie Oneal Duncan and Christine C. Duncan herein by dead dated 10/19/97 and recorded 10/20/97 to Deed Book 66T at Page 86.

TMS #2-37-00-045.02

Property Address - 155 Duncan Blume Lane a/k/a 4735 B Bible Church Road, Boiling Springs, South Carolina 29316

This includes any manufactured home owned by the Defendant (s) located on this property. The Plaintiff makes no warranty or representation as to the title of any mobile home located on the property. **1989 FLEETWOOD, SERIAL NUMBER: GAFLJ05A&B14943CH.**

GORDON G. COOPER
MASTER IN EQUITY
FOR SPARTANBURG COUNTY

_____, 2011

Spartanburg, South Carolina