

STATE OF SOUTH CAROLINA
COUNTY OF SPARTANBURG
HSBC Mortgage Services, Inc.,

Plaintiff,

vs.

La-Tasha D. Terry,

Defendant(s).

IN THE COURT OF COMMON PLEAS
C/A NO.: 2008-CP-42-02658

**SUPPLEMENTAL
MASTER IN EQUITY'S
JUDGMENT OF FORECLOSURE
AND SALE**

(Deficiency Waived)

2009 SEP 28 PM 12:24
MARC KITCHENS
CLERK OF COURT

(File No. 4018.03608)

Heidi B. Carey
RILEY POPE & LANEY, LLC
Attorneys for Plaintiff

Pursuant to Rule 53, SCRCP, 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 this action. Any appeal from this Order will be to the South Carolina Court of Appeals.

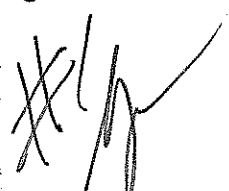
Pursuant to the Order of Reference previously filed in this action, a hearing was previously held on July 21, 2008, at Spartanburg County Courthouse, 180 Magnolia Street, Spartanburg, SC, and the testimony was taken and reported. A Master in Equity's Judgment of Foreclosure and Sale was issued on July 21, 2008.

The defendant(s) LaTasha D. Terry filed for protection under Chapter 13 of the United States Bankruptcy Code in the United States Bankruptcy Court for the District of South Carolina on August 25, 2008, bearing Case No. 08-05112-hb. A copy of the Order granting relief from the automatic stay is attached hereto as Exhibit "A". The automatic stay provided for under 11 U.S. C. §362 (with respect to the property that is the subject of this action) is no longer in effect, allowing the Plaintiff to proceed with this action.

A hearing was held on September 28, 2009 for the limited purpose of accepting evidence to supplement the previous Master in Equity's Judgment of Foreclosure and Sale, to reflect the current mortgage(s) indebtedness.

It being unnecessary to make findings and conclusions as to matters other than the Plaintiff's loan indebtedness, including costs of collection, attention is called to the Master in Equity's Judgment of Foreclosure and Sale previously filed for such other matters. This Supplemental Master in Equity's Judgment of Foreclosure and Sale is for the limited purpose of updating and adjusting the Judgment debt figures.

Master in Equity
Date 10-5-09
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SUPPLEMENTAL FINDINGS OF FACT:

1. The sum of \$625.00 is a reasonable fee to allow as attorney's fees for Plaintiff's attorney for services performed and anticipated to be performed until the final adjudication of the within matter, under the terms of the note and mortgage.

2. After crediting payments received under the bankruptcy proceedings, the adjusted amount due and owing on the note, with interest at the rate provided in the note, and other costs and expenses of collection, including the attorney's fees, secured by the note and mortgage is as follows:

(a) Principal amount due as of September 28, 2009	\$111,095.29
(b) Interest from October 12, 2007 to September 28, 2009	\$15,635.37
(c) Advances	
Escrow	\$1,560.38
(d) Late charges	\$747.62
(e) Other charges	
Previous Attorney Fees	\$800.00
Previous Attorney Costs	\$965.00
(f) Costs of collection prior to hearing (service of process, filing fees, etc.	\$85.00
(g) Attorneys Fee	\$625.00
Total debt secured by Note and Mortgage, including interest to date shown	\$131,513.66

Interest for the period from the date shown in (b) above through the date of this judgment at above stated rate to be added to the above stated "Total Debt" to comprise the amount of the judgment debt entered herein and interest after the date of judgment at the rate of 10.0400% 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.

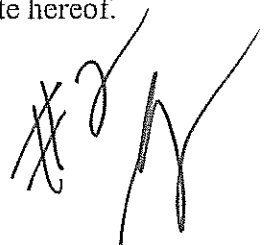
CONCLUSIONS OF LAW:

I therefore conclude as follows:

1. The Plaintiff should have judgment of foreclosure of the Mortgage(s), and the mortgaged property should be ordered sold at public auction after due advertisement, pursuant to the findings, conclusions and other matters contained in the Master in Equity's Judgment of Foreclosure and Sale entered on July 21, 2008.

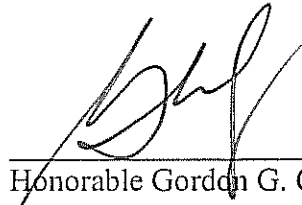
IT IS, THEREFORE ORDERED, ADJUDGED AND DECREED:

1. That there is due to the Plaintiff on the obligation and Mortgage set forth in the Complaint the sum of **\$131,513.66**, representing the "Total Debt" due to the Plaintiff as set out above, together with interest at the rate provided in said obligation on the balance of principal from the aforesaid date to the date hereof.



2. That in all other particulars, the Master in Equity's Judgment of Foreclosure and Sale issued on July 21, 2008 and filed in the Office of the Clerk of Court for Spartanburg County is hereby confirmed as herein supplemented and/or modified.

AND IT IS SO ORDERED.



Honorable Gordon G. Cooper
Master in Equity, Spartanburg County

September 28, 2009
Spartanburg, South Carolina

2009 SEP 28 PM 12:24
MARC MITCHEMS
FILED
CLERK OF COURT
SPARTANBURG COUNTY
SOUTH CAROLINA



STATE OF SOUTH CAROLINA
COUNTY OF SPARTANBURG
HSBC Mortgage Services, Inc.,

Plaintiff,

vs.

La-Tasha D. Terry,

Defendant(s).

(File No. 4018.03608)

T. Lowndes Pope
RILEY POPE & LANEY, LLC
Attorneys for Plaintiff

IN THE COURT OF COMMON PLEAS
C/A NO.: 2008-CP-42-02658

**MASTER IN EQUITY'S REPORT AND
ORDER OF JUDGMENT OF
FORECLOSURE AND SALE DECREE**

(Non-Jury)

(Deficiency Waived)

FILED
CLERK OF COURT
2008 JUL 21 AM 11:44
MARC KITCHENS

Pursuant to Rule 53 SCRPC, 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 this cause without further order of court. Any appeal from this Order is to the Supreme Court.

Pursuant to said Order of Reference a hearing was held on July 21, 2008, attended by attorneys of record, the testimony was taken, which is herewith reported, and from the testimony and evidence, I find, conclude and order as follows:

FINDINGS OF FACT:

- 1) The Lis Pendens was filed on May 12, 2008. An Amended Lis Pendens was filed on May 21, 2008.
- 2) The Summons and Complaint were filed on May 21, 2008.
- 3) Service was made upon the Defendant(s) as shown by the proof of service filed herein.
- 4) The Defendant(s) La-Tasha D. Terry is in default as shown by affidavit or order filed herein.
- 5) The Defendant(s) and all attorneys of record were notified of the time, date, and place of the hearing in this matter.
- 6) According to the affidavit filed herein, no individual Defendants in default are in the military service of the United States of America, as contemplated under the Servicemembers' Civil Relief Act (SCRA) of 2003, and any amendments thereto.
- 7) For value received, La-Tasha D. Terry made, executed and delivered a note ("Note") dated May 12, 2006, promising thereby to pay to the order of Decision One Mortgage Company, LLC

the sum of One Hundred Thirteen Thousand Five Hundred Forty Three and 10/100 (\$113,543.10) Dollars, with interest at the rate of 10.04% initially, adjusting 8.29% plus the Current Index, with a current rate of 10.0400% per annum. Other terms and conditions are stated in the Note, which is of record herein.

8) To better secure the payment of the Note described above, La-Tasha D. Terry made, executed, and delivered to Mortgage Electronic Registration Systems, Inc. (MERS) as nominee for Decision One Mortgage Company, LLC a certain real estate mortgage ("Mortgage") in writing, dated May 12, 2006, covering real property in Spartanburg County, which is the same as that described in the Complaint. The Mortgage was filed in the Office of the Register of Mesne Conveyances/Register of Deeds for Spartanburg County on May 19, 2006, in Book 3664 at Page 330. That thereafter on May 21, 2008, the said Mortgage Electronic Registration Systems, Inc. (MERS) as nominee for Decision One Mortgage Company, LLC, for valuable consideration received, did transfer, assign and set over the Mortgage and the Note secured thereby unto HSBC Mortgage Services, Inc., which assignment was sent for recording to said ROD Office on May 28, 2008.

9) The Mortgage evidences and secures the repayment of money advanced by the mortgagee to, or on behalf of, the mortgagor(s) and constitutes a purchase money mortgage lien on the mortgaged premises; however, it is not a purchase money mortgage.

10) A Notice to Cure pursuant to the Consumer Protection Code was sent to the Mortgagors.

11) The Plaintiff in this action is the owner and holder of the Note and Mortgage it is seeking to foreclose.

12) The titleholder of record of the subject property as of the filing of the Lis Pendens in this action is La-Tasha D. Terry, who is the original mortgagor.

13) Any notice required by the terms of the Mortgage or by state or federal statutes has been given to the applicable Defendant(s) prior to the commencement of this action.

14) 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 by foreclosure.

15) The sum of \$800.00 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 this action, under the terms of the Note and Mortgage. The inclusion of services anticipated to be performed until final adjudication contemplates completion of this matter within a reasonable time and does not include exceptional circumstances delaying conclusion beyond the normal time.

A handwritten signature in black ink, appearing to be "L. Terry" or similar, located in the bottom right corner of the page.

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

(a) Principal amount due as of July 21, 2008	\$111,636.96
(b) Interest from October 12, 2007 to July 21, 2008	\$9,868.67
(c) Late charges	\$399.84
(d) Costs of collection prior to hearing (service of process, filing fees, etc.	\$965.00
(e) Attorneys Fee	\$800.00
Total debt secured by Note and Mortgage, including interest to date shown	\$123,670.47

Interest for the period from the date shown in (b) above through the date of this judgment at above stated rate to be added to the above stated "Total Debt" to comprise the amount of the judgment debt entered herein and interest after the date of judgment at the rate of 10.0400% 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.

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

CONCLUSIONS OF LAW

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED:

- 1) The Plaintiff should have judgment of foreclosure of the mortgage and the mortgaged property should be ordered sold at public auction after due advertisement.
- 2) The Defendants named herein, and all persons whosoever claiming under Defendants, are forever barred and foreclosed of all right, title, interest, equity of redemption or lien in the said mortgaged premises so sold, or any part thereof.
- 3) Pursuant to Rule 53, SCRCP, this Order shall constitute a final judgment.
- 4) There is due to the Plaintiff on the Note and Mortgage set forth in the Complaint the sum of \$123,670.47, as set out in the Findings of Fact *supra*.
- 5) The amount due in the preceding paragraph (the "Total Debt" as set out in the Findings of Fact *supra*) shall accrue interest at the rate of 10.0400% per annum and together with such interest shall constitute the total amount of judgment in foreclosure.
- 6) The Defendants liable for the aforesaid judgment debt including interest at the rate of 10.0400% per annum shall on or before the date of sale of the property hereinafter described, pay to the Plaintiff, or

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Plaintiff's attorney the amount of Plaintiff's debt as aforesaid, together with the costs and disbursements of this action.

7) 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, at public auction, at the County Courthouse in Spartanburg, 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 some other day appointed by the Court), on the following terms, that is to say:

8) For cash: The Master in Equity, will require, at the time of the bid, a deposit of 5% of the amount of the bid (in cash or equivalent) same to be applied to purchase price if compliance is made, but in the event of non-compliance, the deposit may be forfeited without further hearing and applied first to the costs of the action and then to plaintiff's debt. Should the successful bidder at the regularly conducted sale fail or refuse to make the required deposit at time of bid or comply with the other terms of the bid within twenty (20) days, then the property may be re-sold on the same terms and conditions on some subsequent Sales Day, but at the risk of the defaulting bidder(s).

9) Interest on the balance of the bid shall be paid through the day of compliance at the rate of 10.0400%.

10) Purchaser shall pay for any statutory commission on sale from the proceeds of sale, deed preparation, costs of recording the deed, and deed stamps.

11) A personal or deficiency judgment having been waived, the bidding will not remain open after the date of sale and compliance with the bid may be made immediately.

12) The Master in Equity, will, by advertisement according to law, give notice of the time and place of such 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 if, upon such sale being made, the purchaser, or purchasers, should fail to comply with the terms thereof within twenty (20) days after the conclusion of the bidding, 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.

13) In the event an agent of the Plaintiff does not appear at the time of sale, the within property shall be withdrawn from sale and sold at the next available sales day upon the 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.

14) If Plaintiff is the successful bidder at the 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.

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15) The Master in Equity will apply the proceeds of the sale as follows:

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

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

NEXT: Any surplus should be held pending further Order of this court.

16) In the event the successful bidder is other than the Defendant(s) in possession herein, and upon full compliance, 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 full, quiet, and peaceable possession of said premises without delay, and to keep said successful bidder or his assigns in such peaceable possession.

17) In accordance with S.C. Code Ann. §30-9-31, the deed of conveyance made pursuant to said sale shall be indexed by the R.M. C. in the name of the owner of record of subject property immediately prior to execution of the deed, as well as in the name of the Master in Equity, who executes such deed as grantor.

18) 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.

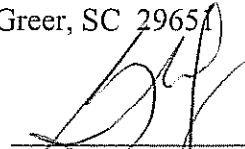
19) The following is a description of the premises herein ordered to be sold:

All that certain piece, parcel or lot of land situate, lying and being in the State of South Carolina, County of Spartanburg, near the City of Greer, on the southside of Hickory Lane Extension, being shown and designated as Lot No. "D", containing 0.52 acres, more or less, on that certain plat thereof prepared by Wolfe & Huskey, Inc., dated November 16, 1978 and recorded in Plat Book 84 at Page 223 in the RMC Office for Spartanburg, South Carolina. Reference to said plat of record is hereby craved for a more complete metes and bounds description thereof.

This being the same property conveyed unto La-Tasha by Deed of Robert M. Brown, by his Attorney-in-Fact, Vickey H. Owens, (POA dated March 19, 2003 and recorded March 21, 2003 in Deed Book 77-P, at Page 163) deed dated May 12, 2006 and recorded May 19, 2006 in Deed Book 85U at Page 682 in the ROD Office for Spartanburg County, South Carolina.

TMS No. 9-04-00-025.01

Property Address: 109 Hickory Lane, Greer, SC 29651



Honorable Gordon G. Cooper
Master in Equity, Spartanburg County

July 21, 2008
Spartanburg, South Carolina

MAKING KITCHENS
2008 JUL 21 AM 11:44
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