

STATE OF SOUTH CAROLINA
COUNTY OF SPARTANBURG

Chase Home Finance LLC

PLAINTIFF,

VS.

Rudolph Coleman, The State of South Carolina
and South Carolina Department of Revenue,

DEFENDANTS.

IN THE COURT OF COMMON PLEAS

CASE NO. 2008-CP-42-6400

SUPPLEMENTAL ORDER TO THE MASTER
EQUITY'S ORDER AND JUDGMENT OF
FORECLOSURE AND SALE

DEFICIENCY WAIVED

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(080268.00957)

PURSUANT to Rule 53, SCRPC, the above matter was referred to the undersigned to take the testimony arising under the pleadings and to make his findings of fact and conclusions of law, with the authority to enter a final judgment in the cause, with any appeal therefrom to be directed to the State of South Carolina Court of Appeals.

Based upon the facts and/or evidence presented, the Court has determined that this loan is subject to the Home Affordable Modification Program, but will not be modified.

Pursuant to the aforementioned Order of Reference, a hearing was held, attended by the attorneys of record, the testimony was taken, and from the testimony and evidence, a Master in Equity's Report and Judgment of Foreclosure and Sale was duly entered under case number 2008-CP-42-6400 in the Office of the Clerk of Court for the County of Spartanburg, State of South Carolina.

Pursuant to the aforementioned Master in Equity's Report and Judgment of Foreclosure and Sale, the subject property was ordered to be sold. The Plaintiff and Defendant attempted to enter into a Repayment Plan in an effort to resolve this matter; however, either the parties have been unable to reach an agreement or, in the alternative, the Defendant has failed to meet his/her obligation thereunder, and Plaintiff has requested that the subject property be sold on April 5, 2010.

That additional costs and expenses have been incurred as follows:

(a)	Principal due	\$136,743.77
(b)	Interest from May 1, 2008 to March 11, 2010	\$15,289.10
(c)	Late Charges	\$ 284.00
(d)	Escrow Adjustments (Itemized in Plaintiff's Affidavit)	\$2,601.16
(e)	Appraisal	\$ 78.00
(f)	Property Inspections	\$ 92.00
(g)	Property Maintenance	\$200.00



(h)	Suspense Balance	(\$-404.55)
(i)	Costs of collection prior to hearing	\$1,655.03
(j)	Previous bankruptcy fees	\$ 0.00
(k)	Attorney's fees and costs	
	(Foreclosure & applicable Bankruptcy)	<u>\$5,500.00</u>

**TOTAL DEBT secured by note
and mortgage including interest to date shown** \$162,038.51

Now, on motion of Plaintiff's attorney,

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED:

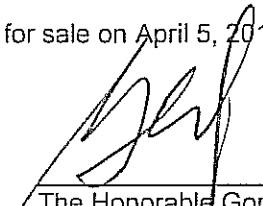
The Plaintiff has met the requirements of the Administrative Order of the South Carolina Supreme Court (2009-05-22-01) issued by Chief Justice Jean H. Toal, dated May 22, 2009, and has shown that this loan is subject to the Home Affordable Modification Program, but will not be modified; and that counter affidavits were not served on the Plaintiff's attorney.

That there is due to the Plaintiff on the obligation the sum set forth in the preceding paragraph and later accrued interest on the principal shall constitute the total judgment debt.

FURTHER, IT IS ORDERED that this case is not subject to the stay provisions of the Order of the Supreme Court of South Carolina dated May 4, 2009, as amended and superceded by Order dated May 22, 2009.

That this matter should be scheduled for sale on April 5, 2010.

AND IT IS SO ORDERED.




The Honorable Gordon G. Cooper
Master in Equity for Spartanburg County

March 11, 2010

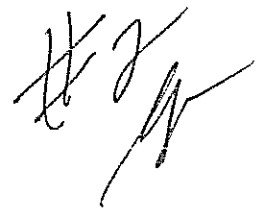
I SO MOVE:

SCOTT LAW FIRM, P.A.

By: 

Ronald C. Scott, SC Bar #4996
Elizabeth R. Polk, SC Bar #11673
~~Brett F. Kline, SC Bar #15661~~
Angelia J. Grant, SC Bar #78334
ATTORNEYS FOR THE PLAINTIFF
2712 Middleburg Drive, Suite 200
Columbia, SC 29204
(803) 252-3340

2010 MAR 11 PM 3:57



STATE OF SOUTH CAROLINA

COUNTY OF SPARTANBURG

Chase Home Finance LLC,

PLAINTIFF,

VS.

Rudolph Coleman, The State of South
Carolina and South Carolina Department of
Revenue

DEFENDANTS.

IN THE COURT OF COMMON PLEAS

CASE NO. 2008-CP-42-6400

MASTER IN EQUITY'S
ORDER AND JUDGMENT
OF FORECLOSURE AND SALE

DEFICIENCY WAIVED

NOTICE: The original of
this document was filed in
the office of the Clerk of
Court for Spartanburg County:

File Number 080268.00957

TO: Ronald C. Scott, SC Bar #4996
Elizabeth R. Polk, SC Bar #11673
J. Scott Walls, SC Bar #15982
Brett F. Kline, SC Bar #15661
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2712 Middleburg Drive, Suite 200
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Rudolph Coleman
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Warren V. Ganjehsani
Attorney for The State of South Carolina
Office of the Attorney General
Post Office Box 11549
Columbia, SC 29211

Ronald W. Urban
Attorney for South Carolina Department of Revenue
PO Box 12265
Columbia, SC 29211

South Carolina Department of Revenue
South Carolina Attorney General, Henry McMaster
1000 Assembly Street
Columbia, SC 29201

FILED
CLERK OF COURT
SPARTANBURG COUNTY
2009 FEB -4 PM 4:05
MARC KITCHENS

Pursuant to Circuit Court Rule 53(e) of the South Carolina Rules of Civil Procedure, the above-entitled matter was referred to the undersigned to make appropriate findings of facts and conclusions of law with authority to enter a final judgment in the cause.

Pursuant to the said Order of Reference a hearing was held attended by the attorneys of record. A Record of Hearing was presented, which is herewith reported, and from the Record of Hearing and the documents and records received into evidence, I find, conclude and order as follows:

FINDINGS

This Court has jurisdiction over the subject matter of this action and the parties hereto and it is the proper forum for the litigation of this matter.

1. The Lis Pendens was filed on December 2, 2008.
2. The Summons and Complaint were filed on December 2, 2008.
3. Service was made upon the Defendants named in this Report as is shown by the proofs of service filed herein.
4. The Defendant(s), Rudolph Coleman, is/are in default as is shown by the affidavit filed herein.
5. The Defendants and/or all attorneys of record were notified of the time, date, and place of the hearing of this matter.
6. According to the affidavit filed herein, any Defendant in default is not in the Military Service of the United States of America, as contemplated under The Servicemembers' Civil Relief Act of 2003 and any amendments thereto.
7. For value received, Defendant(s), Rudolph Coleman, made, executed and delivered a Note dated November 21, 2002, promising thereby to pay to the order of Chase Manhattan Mortgage Corporation the sum of \$123,477.0 with interest at the rate of 6.00000% 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, the said Defendant(s), Rudolph Coleman, made, executed and delivered to Chase Manhattan Mortgage Corporation a Mortgage in writing, dated November 21, 2002, covering real property in Spartanburg County, which is the same as that described in the Complaint. The Mortgage was

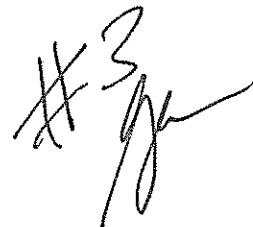
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filed on December 6, 2002, and is of record in the Office of the Clerk of Court for Spartanburg County in Book 2835, at Page 1. The Mortgage evidences and secures the repayment of money advanced by the mortgagee to, or on behalf of, the mortgagor(s). The Court finds also that this mortgage constitutes a first lien on the mortgaged premises and a purchase money lien as may apply under state law as well as the After Acquired Property Doctrine. Thereafter, Thereafter, Chase Manhattan Mortgage Corporation merged with Chase Home Finance LLC with Chase Home Finance LLC being the surviving entity.

9. That the Court finds that the Plaintiff has complied with its obligation(s) as required under the specific terms of the Note and Mortgage being foreclosed as well as any applicable Federal or State statutes or regulations including but not limited to, the furnishing of any notices required to be given to the obligor(s) which gives to such person(s) the right to cure any default arising under the specific terms of the recited Note and Mortgage herein; and that moreover and prior to the filing of this judicial proceeding, the Defendant(s) had not raised any compliance defense or objections as to the servicing of any applicable banking or consumer laws by the Plaintiff.

10. Payment due on the note has not been made as provided for in the note, 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 the attorney herein for collection.

11. With respect to attorney fees and in view of the potential financial liabilities and likely continuing professional obligations inherent in legally prosecuting a real property credit matter, the attendant professional duties and responsibilities, and the size of the mortgage debt, I find that a reasonable attorney's fee in this matter would be \$5,500.00. This award is consistent with and pursuant to the common laws of this jurisdiction wherein our appellate courts have consistently held that any contract for fees that may exist or exists between the lawyer and the client (in addition to not being one of the six (6) fee review factors) is not binding on the trial court on the determination of the reasonableness of the fee. Jackson v. Speed, 326 S.C. 289, 486 S.E.2d 750(1997); Rice v. Multimedia, Inc., 318 S.C. 95, 456 S.E.2d 381 (1995); and Williamson v. Middleton, 374 S.C. 419, 649 S.E.2d 57 (Ct. App. 2007). Total representation of the Plaintiff's interests in this matter have been undertaken, including among many duties the researching of the referral file to serving as custodian of the loan documents to the filing of all pleadings and other legally required documents with the court, by the Scott Law Firm, P.A.

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Moreover, this Trial Court has specifically examined, and made its award herein of attorney fees to Counsel for the Plaintiff in compliance with the six (6) factors identified and enumerated in Baron Data Systems v. Loter, 297 S.C. 382, 377 S.E.2d 296 (S.C. 1989).

12. On receiving testimony and other evidence during this hearing, I find that the Scott Law Firm, P.A., was engaged by the Plaintiff to foreclose the mortgage as expeditiously as possible, given the detriment to Plaintiff's equity position as a direct result of increasing losses from the accrual of interest and related adverse economic conditions such as depreciation or possible damage to the collateralized property. Upon receipt of the case file, the title was examined and studied to identify all parties having or claiming an interest in the subject real estate as well as being researched for salient legal questions and issues. Various attorneys as well as experienced paralegal staff have been responsible for (and expended extensive professional time) in the preparation of the following pleadings and other legally required services and documents:

1. Lis Pendens and any amendment thereto
2. Summons and Complaint and any amendment thereto
3. Affidavits and proposed Order of Publication
4. Affidavit of Default
5. Consent(s) to Order of Reference
6. Order of Reference
7. Notice of Hearing
8. Proposed Judgment of Foreclosure and Sale
9. Record of Hearing
10. Notice of Sale
11. Other documents as applicable pertaining to service and finalization of the action.

Counsel may also prepare for the Plaintiff the Statutory Foreclosure Deed and any other documents necessary in this particular action as ordered or authorized by this Court.

Jurisdiction over the fee award shall be reserved as granted in the Order of Reference with the right to re-visit the question of attorney fees should the action proceed in an unexpected way and/or to facilitate the assessment and payment of any such current or additional professional compensation.

13. The amount due and owing on the Note, with interest at the rate provided in the Note, including attorney's fee and allowable costs and charges allowable under and secured by the Note and Mortgage, is as follows:

- | | | |
|-----|--|--------------|
| (a) | Principal due | \$136,743.77 |
| (b) | Interest from May 1, 2008 to February 4, | \$6,220.91 |



	2009	
(c)	Late Charges	\$608.89
(d)	Escrow Adjustments (Itemized in Plaintiff's Disbursement Record)	\$150.48
(e)	Appraisal	\$0.00
(f)	Property Inspections	\$14.00
(g)	Corporate Advances (Itemized in Plaintiff's Disbursement Record)	\$260.00
(h)	Costs of collection prior to hearing	\$773.13
(i)	Previous bankruptcy fees	\$ 0.00
(j)	Attorney's fees and costs	
	(Foreclosure & applicable Bankruptcy)	<u>\$5,500.00</u>
	TOTAL DEBT secured by note and mortgage including interest to date shown	<u>\$150,271.18</u>

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 6.0000% 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.

14. Based upon a search of the public records of the aforesaid county, all persons or entities having an interest or lien or possible claim in or upon the mortgaged premises subordinate to the lien of the Plaintiff as of the date and time of the filing of the Lis Pendens herein have been made defendants.

15. The Plaintiff is seeking the usual foreclosure of mortgage and has in the Complaint, or by amendment thereto, or by motion at the reference, expressly waived the right to a personal or deficiency judgment.

16. The Defendants below named claim or may claim a subordinate lien or junior interest upon or interest in the subject property, and in the event there is a surplus from the sale of the subject property, the validity, priority and amount of any such lien claim will be determined at a hearing subsequent to the sale, in accordance with the Circuit Court Rules 53 and/or 71. The subject Defendant are further made a party due to the similarity in name(s) to the primary

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defendants against whom they claim or may claim a lien and in order to clear title to this property as follows:

(a) The Defendant, The State of South Carolina, by virtue of an Order of Forfeiture and Judgment against Rudolph Coleman filed on December 20, 2006 in the original amount of \$500.00 as judgment roll number 293181.

(b) The Defendant, The State of South Carolina, by virtue of an Order of Forfeiture and Judgment against Rudolph Coleman filed on August 14, 2006 in the original amount of \$750.00 as judgment roll number 289369.

(c) The Defendant, The State of South Carolina, by virtue of an Order of Forfeiture and Judgment against Rudolph Coleman filed on October 5, 2005 in the original amount of \$2000.00 as judgment roll number 285381.

(d) The Defendant, The State of South Carolina by virtue of any other liens or judgments that it may have against the Defendant, Rudolph Coleman.

(e) The South Carolina Department of Revenue by virtue of a tax lien filed against Rudolph Coleman on September 5, 2007 in the original amount of \$384.90 in Book S-38 at Page 593 as tax lien number 3-50844755-3.

(f) The South Carolina Department of Revenue by virtue of a tax lien filed against Rudolph Coleman on September 5, 2001 in the original amount of \$151.05 in Book S38 at Page 594 as tax lien number 3-50844756-0.

(g) The South Carolina Department of Revenue by virtue of a tax lien filed against Rudolph Coleman on September 5, 2007 in the original amount of \$243.46 in Book S-38 at Page 595 as tax lien number 3-50844757-7.

(h) The South Carolina Department of Revenue by virtue of a tax lien filed against Rudolph Coleman on September 5, 2007 in the original amount of \$240.17 in Book S-38 at Page 596 as tax lien number 3-50844758-4.

(i) The South Carolina Department of Revenue by virtue of a tax lien filed against Rudolph Coleman on September 5, 2007 in the original amount of \$238.45 in Book S-38 at Page 597 as tax lien number 3-50844759-1.

(j) The South Carolina Department of Revenue by virtue of a tax lien filed against Rudolph Coleman on September 5, 2007 in the original amount of \$235.79 in Book S-38 at Page 598 as tax lien number 3-50844760-7.

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(k) The South Carolina Department of Revenue by virtue of a tax lien filed against Rudolph Coleman on September 5, 2007 in the original amount of \$1,415.16 in Book S-38 at Page 599 as tax lien number 3-50844761-4.

(l) The South Carolina Department of Revenue by virtue of a tax lien filed against Rudolph Coleman on December 21, 2005 in the original amount of \$2,609.81 in Book S-24 at Page 560 as tax lien number 3-50668066-8.

(m) The South Carolina Department of Revenue by virtue of a tax lien filed against Rudolph Coleman on February 2, 2006 in the original amount of \$1,187.06 in Book S-25 at Page 884 as tax lien number 3-50686859-8.

CONCLUSIONS OF LAW

I therefore, conclude as follows:

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.

Now, on motion of Plaintiff's attorney,

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 \$150,271.18, representing the total debt due Plaintiff as set forth supra, together with interest at the rate provided therein 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 hereinabove, 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 6.0000% percent per annum.

3. That the Defendants liable for the aforesaid Mortgage debt shall on or before the date of sale of the property hereinafter described, pay to the Plaintiff, or the 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 at public auction, after giving Notice of the time and place of such sale by advertisement according

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to law. Any sales date is tentative and may be rescheduled at any time prior to the sale without further order of this court or written notice to the parties of the notice of sale, provided notice of the new sales date is duly advertised as required by law. The sale shall be according to the following terms, that is to say:

a. FOR CASH: The undersigned Master will require a deposit of 5% on the amount of the bid (in cash or equivalent), said 5% deposit being due and payable immediately upon the closing of the bidding, same to be applied to the purchase price only upon compliance with the bid, but in case of non-compliance within 20 days same to be forfeited 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 6.0000% percent.

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

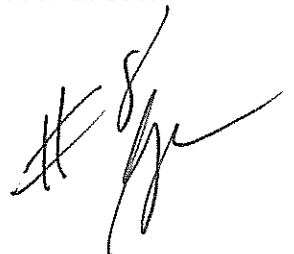
d. This mortgage constitutes a first lien covering the real estate and improvements therein described, including any mobile home located thereon. Plaintiff would further allege and avail itself of the Purchase Money Mortgage Doctrine as may apply to the facts of this action.

e. Purchaser to pay for deed stamps and cost of recording the deed with the Plaintiff to pay the Statutory allowed fee of \$25.00 to the preparer of said deed (be it this Court or Counsel for Plaintiff).

5. If Plaintiff be the successful bidder at said sale, for a sum not exceeding the amount of costs, expenses and the indebtedness of Plaintiff in full, the Plaintiff may pay to the undersigned Master 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 Master in Equity will by advertisement according to law, give notice of the time and place of such sale, and the terms thereof. Any sales date is tentative and may be rescheduled at any time prior to the sale without further order of this court or written notice to the parties of the notice of sale, provided notice of the new sales date is duly advertised as required by law. Master in Equity 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

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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 the 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. In the event the Plaintiff is the successful bidder, at its/his option, or the option of its/his 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. In the event the successful bidder is a third party, neither the Plaintiff nor Plaintiff's counsel make any warranties or representations as to the subject property on behalf of the third party bidder.

8. The sale will not be held unless the Plaintiff, its attorney, or its bidding agent is present at the sale or has advised the Master in Equity's office of its bidding instructions.

9. In the event of a third party bidder and that any third party bidder fails to deliver the required deposit in certified (immediately collectible) funds to the Office of the Master in Equity by close of bidding on the day of the sale, the Master in Equity will re-sell the subject property at the most convenient time thereafter (including the day of sale) upon notification to counsel for Plaintiff.


10. That the Master in Equity shall apply the proceeds of the sale as follows:

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

NEXT: To the payment to 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; and Plaintiff's attorney shall receive and disburse such funds only in total and absolute compliance with the debt, interest, escrow, and related calculations of this Court including the Court's award for attorney fees and taxable costs;

NEXT: Any surplus will be held pending further order of the Court as provided for in the South Carolina Rules of Civil Procedure and particularly Rule 71(c) of the South Carolina Rules of Civil Procedure.

11. It is further ORDERED, that if the successful bidder is other than the Defendant in possession herein, the Sheriff of Spartanburg County is ordered and directed to evict and remove from the premises 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

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peaceable possession of said premises without delay, and to keep said successful bidder or his assigns in such peaceable possession.

12. And it is further ORDERED, ADJUDGED AND DECREED that Defendant named herein and all persons whosoever claiming under him, them or it, be forever barred and foreclosed of all right, title and interest and equity of redemption in the said mortgaged premises so sold, or any part thereof.

13. IT IS FURTHER ORDERED 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 Clerk of Court/Register of Deeds is authorized to omit from the indices pertaining to such conveyance the names of all parties not contained in said deed.

14. The Master in Equity will retain exclusive jurisdiction to do all necessary acts incident to this foreclosure, including, but not limited to, all matters post-sale which may effect the transfer of the title to the subject real property and all improvements thereon, as well, the issuance of a Writ of Assistance.

15. Upon issuance of a Master in Equity's Report on Sale and Disbursements, the Register of Deeds is directed to release of record the mortgage lien being foreclosed, which mortgage lien is described as follows:

Mortgage from Rudolph Coleman to Chase Manhattan Mortgage Corporation, dated November 21, 2002, covering real property in Spartanburg County, filed on December 6, 2002, and is of record in the Office of the for Spartanburg County in Book 2835, at Page 1.

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

All that parcel or tract of land located on the western side of Cedar Springs Road, and both sided of Clayton Road and Carolina Country Club Road, County of Spartanburg, State of South Carolina, containing 23.48 acres, more or less, and being more particularly shown on a plat of survey prepared for Bubba Wolfe by Marion R. Gramling, Jr., PLS, dated February 15, 1999, recorded in Plat Book 147, Page 25 in the Register of Deeds Office for Spartanburg County, reference being hereby made to said plat of survey in aid of description. TMS# 7-21-00-064.00

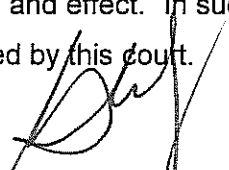
This being the same property conveyed to Rudolph Coleman by deed of Roger L. Couch, Master in Equity, dated July 17, 2000, recorded July 24, 2000 in Deed Book 72-J, Page 767 in the Register of Deeds Office for Spartanburg County, South Carolina.



TMS No. 7-21-00-064.00

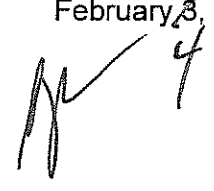
Property address: 121 Clayton Road
Spartanburg, SC 29302

17. IT IS FURTHER ORDERED that if the Plaintiff or the Plaintiff's representative does not appear at the scheduled sale of the above-described property, then the sale of the property will be null, void and of no force and effect. In such event, the sale will be rescheduled for the next available sales day as ordered by this court.



Gordon G. Cooper
Master in Equity for Spartanburg County

Spartanburg, South Carolina
February 3, 2009



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SPARTANBURG COUNTY
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MARC KITCHENS