

STATE OF SOUTH CAROLINA

IN THE COURT OF COMMON PLEAS

COUNTY OF SPARTANBURG

Regions Bank dba Regions Mortgage Inc.

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

PLAINTIFF,

(NON-JURY MORTGAGE FORECLOSURE)

vs.

C/A NO: 2008-CP-42-6198

Randy Hellams, GE Money Bank, The South
Carolina Department of Revenue, The South
Carolina Department of Motor Vehicles, and
Bank America Housing Services,
DEFENDANT(S).

DEFICIENCY REQUESTED

F28-07691

On March 31, 2009, this Court issued the Master's Order and Judgment of Foreclosure and Sale, but the subject property was not sold. The Plaintiff now wishes to resume the foreclosure action. The Plaintiff has moved to supplement the Master's Order to reflect the adjustments in the debt figures since the Master's Order was issued.

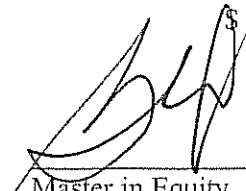
The Total Debt secured by Note and Mortgage, including interest to date shown on the Master's Order shall be supplemented to reflect the adjustments in the debt figures since the Master's Order was issued.

The mortgage loan is owned, securitized or guaranteed by FNMA or FHLMC, or the servicing agent has executed an agreement under the HMP, but the HMP modification process has been completed without modification.

IT IS ORDERED that the Master's Order and Judgment of Foreclosure and Sale of March 31, 2009 is supplemented to show the following Total Debt figures:

(a)	Principal due as of 07/01/2008	\$70,369.49
(b)	Interest from 06/01/2008 through 11/03/2009 at 6.75%	\$ 6,780.07
(c)	Escrow adjustments (debits or credits)	\$ 1,274.13
	Insurance	\$930.64
	Taxes	\$343.48
(d)	Late charges	\$ 488.96
(e)	Property Inspections	\$ 74.70
(f)	Unapplied funds	(\$ 146.94)
(g)	Attorney fees	\$ 3,500.00
(h)	Pre-Hearing Costs	\$ 1,317.81
	TOTAL DEBT	\$ 83,658.22

AND IT IS SO ORDERED.


Master in Equity
For Spartanburg County

Spartanburg, South Carolina
November 3, 2009.

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MARC KITCHENS

STATE OF SOUTH CAROLINA

COUNTY OF SPARTANBURG

Regions Bank dba Regions Mortgage Inc.

PLAINTIFF,

vs.

Randy Hellams, GE Money Bank, The South Carolina Department of Revenue, The South Carolina Department of Motor Vehicles and Bank America Housing Services,

DEFENDANT(S).

IN THE COURT OF COMMON PLEAS

MASTER'S ORDER AND JUDGMENT OF FORECLOSURE AND SALE

(NON-JURY MORTGAGE FORECLOSURE)

C/A NO: 2008-CP-42-6198

DEFICIENCY REQUESTED

F28-07691

TO:

Korn Law Firm, P.A.
Attorney for Plaintiff

Ronald W. Urban, Esq.
attorney for S.C. Department of Revenue

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SPARTANBURG COUNTY
2009 MAR 31 AM 11:27
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 the cause.

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

FINDINGS OF FACT:

1. The Lis Pendens was filed on November 19, 2008.
2. The Summons and Complaint were filed on November 19, 2008, and amended Summons and Complaint were filed on January 9, 2009.
3. Service was made upon the Defendant(s) named in this Report as is shown by the Proof(s) of Service filed herein.
4. That the Defendants Randy Hellams, GE Money Bank, The South Carolina Department of Motor Vehicles and Bank America Housing Services are in default as shown by Affidavit on file herein.
5. The Defendants and/or 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 Defendant in default is in the Military Service of the United States of America, as contemplated under the Soldiers' and Sailors' Civil Relief Act of 1940, and any amendments thereto.

7. For value received, Randy Hellams made, executed and delivered a Note dated January 25, 2002, promising thereby to pay to the order of Union Planters Bank, N.A. the sum of Sixty-Nine Thousand And 00/100 Dollars (\$69,000.00), with interest at 6.750 percent 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 Randy Hellams made, executed and delivered to Union Planters Bank, N.A. a Mortgage in writing, dated January 25, 2002, covering real property in Spartanburg County, which is the same as that described in the Complaint. The mortgage was filed on February 7, 2002, and is of record in the Office of the Register of Deeds for Spartanburg County in Mortgage Book 2642 at page 350.

9. Thereafter by virtue of a corporate merger Union Planters Bank, NA merged with Regions Bank making Regions Bank d/b/a Regions Mortgage, Inc. the present lien holder and Plaintiff herein

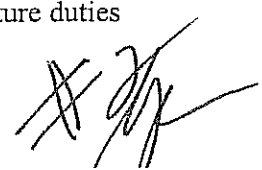
10. The above referenced instrument constitutes a first lien priority mortgage.

11. 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 the attorney herein for collection.

12. I find that since the inception of this action, plaintiff's attorney has assumed responsibility for the institution of this action and has searched and updated the title on the subject property from the date the current owner received the property or the date the mortgage was executed to the date of the filing of the Lis Pendens. He has been responsible for the preparation of the following pleadings:

1. Lis Pendens
2. Summons and Complaint
3. Affidavit of Default
4. Order of Reference
5. Notice of Hearing
6. Proposed Final Decree
7. Notice of Sale
8. Transcript of Testimony
9. Other documents as applicable pertaining to service and finalization of this action.

Additionally, he has arranged for service of process on the defendant(s), has scheduled and attended the hearing in this matter, has provided reinstatement figures to the primary defendant, if requested, and has had telephone conversations with the defendant(s), if requested. Future duties

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include forwarding copies of the Decree to the defendant(s), advising the defendant(s) of the date that the property will be sold, arranging and coordinating the amount to be bid by plaintiff, representation of plaintiff at sale and preparation of after sale documentation as required. Eighteen hours have been spent on this file to date. Plaintiff's counsel anticipates spending approximately Six hours on the file after the hearing. In light of the potential liabilities inherent in a property matter, the attendant responsibilities and the size of the mortgage debt, I find that the attorney fees requested by the plaintiff in the amount of three thousand five hundred and 00/100 (\$3,500.00) are reasonable.

13. 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 as of 07/01/2008	\$70,369.49
(b)	Interest from 06/01/2008 through 03/31/2009 at 6.75%	\$ 3,956.13
(c)	Escrow adjustments (debits or credits)	\$ 427.13
	Insurance	\$ 83.65
	Taxes	\$343.48
(d)	Late charges	\$ 305.60
(e)	Property maintenance (preservation)	\$ 146.94
(f)	Costs of Collections Prior to Hearing	\$ 907.81
(g)	Attorney Fees	\$ 3,500.00
	TOTAL DEBT secured by Note and Mortgage, including interest to date shown	\$79,613.10

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 6.750 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.

14. That the Defendant, GE Money Bank s/b/m Monogram Credit Card Bank of Georgia, is made a party by virtue of a Judgment against Randy B. Hellams, dated November 27, 2004, and recorded November 30, 2004, in the amount of Five Thousand Eighty-Four And 87/100 (\$5,084.87) and identified as Case No. 04-CP-42-732.

15. That the Defendant, South Carolina Department of Revenue, is made a party by virtue of a tax lien as follows:

(a). Tax Lien # 3-50862518-6, against Randall B. Hellams, Book S-39 Page 769, dated October 29, 2007 and recorded on November 8, 2007, in the amount of One Thousand One Hundred Forty-Three And 49/100 (\$1,143.49).

(b). Tax Lien # 3-50930996-8, against Randy Hellams, Book S-45 Page 462, dated June 13, 2008 and recorded on June 24, 2008, in the amount of Three Hundre Fifty Nine and 29/100 (\$359.29).

16. The records of the South Carolina Department of Motor Vehicles have been searched for a 1997 Belmont/Gray Mobile Home, VIN # SB972860S1&2SN31098 to ensure that all parties with an interest in this mobile/manufactured home have been joined as a party herein.

17. That the Defendant Bank America Housing Services, is made a party by virtue of of being listed as a lienholder of record on the Certificate of Title for the described mobile home, a 1997 Belm Premie Vin SB972860S1&2SN31098, Title Number 000000028378417A on file with the South Carolina Department of Motor Vehicles. That the debt was secured by a lien to Bank America Housing Services dated August 20, 1998 which was intended to be released; however, no release of this lien has been filed with the South Carolina Department of Motor Vehicles.

AS TO THE SECOND CAUSE OF ACTION
(Declaratory Judgment that Mobile/Manufactured Home is
Subject to the Lien of Plaintiff's Mortgage)

18. Heretofore, on or about January 25, 2002, Randy Hellams, executed and delivered unto Union Planters Bank, N.A. a certain first Note ("Note") in the principal sum of Sixty Nine Thousand And 00/100 (\$69,000.00), payable in monthly installments of principal and interest at the rate of Six and 6.75/100 percent (6.75%) per annum.

19. In order to secure the payment of the Note according to the terms and conditions thereof, Randy Hellams made, executed and delivered unto Union Planters Bank, N.A. a certain real estate mortgage ("Mortgage") covering the following described property:

Legal Description

All that certain piece, parcel or lot of land, with all improvements thereon, situate, lying and being in the State of South Carolina, County of Spartanburg, being and designated as remainder of tract #12, containing 3.86 acres, more or less, as shown on plat entitled "Survey for Randy Hellams", prepared by ray Dunn Land Surveyor, dated August 23, 2000 and recorded in Plat Book 148, at Page 616, in the RMC Office for Spartanburg County, South Carolina, and having, according to said plat, such metes and bounds as shown thereon, which are incorporated herein by reference.

Also Included: 1997 Belmont/Gray Mobile Home, VIN # SB972860S1&2SN31098

This being the same property conveyed to Randy Hellams by deed of Mary Louise Aiken, dated September 6, 2000 and recorded on September 6, 2000 in the Register of Deeds Office for Spartanburg County, South Carolina in Book 12-Q at Page 651.

701 Arnold Branch Rd, Woodruff, SC 29388

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701 Arnold Branch Rd, Woodruff, SC 29388

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20. The Mortgage was signed, witnessed and probated January 25, 2002; thereafter the Mortgage was recorded in the Office of the Register of Deeds for Spartanburg County on February 7, 2002 , in Book 2642 at page 350.

21. That the Defendant owns in a 1997 Belmont/Gray Mobile Home, VIN # SB972860S1&2SN31098 which sits upon the realty which is described herein.

22. That when Randy Hellams applied for a mortgage loan from the Plaintiff or the Plaintiff's predecessor-in-interest, Union Planters Bank, N.A., Randy Hellams represented that he owned or was purchasing all the property which is the subject of this litigation and that he was willing to execute a mortgage upon the entire property, that is the realty described herein and all improvements thereon, that is the mobile/manufactured home to secure the mortgage loan.

23. In reliance upon the representations of Randy Hellams, the property, including the mobile/manufactured home, was appraised and, in reliance upon the appraised value of the entire property, a mortgage loan was extended to Randy Hellams with the intent that the loan would be secured by a first mortgage loan upon the realty described herein and all improvements thereon, including the mobile/manufactured home.

24. That, to evidence the parties' intention that the loan would be secured by all of the property of Randy Hellams located at 701 Arnold Branch Rd, Woodruff, SC 29388, including the mobile/manufactured home, on or about January 25, 2002, the Defendants Randy Hellams executed a mortgage, in which he mortgaged to Union Planters Bank, N.A. the realty which is described herein, and which includes any improvements located thereon.

25. The relationship between Randy Hellams and Union Planters Bank, N.A. Borrowers and Lender, respectively, is such that a reasonable person would expect Union Planters Bank, N.A. to mortgage all property, including the 1997 Belmont/Gray Mobile Home, VIN # SB972860S1&2SN31098, in exchange for receiving the mortgage loan.

26. Because Randy Hellams and Union Planters Bank, N.A. in furtherance of their relationship as Borrower and Lender, respectively, intended for the mobile/manufactured home to secure the mortgage loan to Randy Hellams, the Plaintiff is, pursuant to S.C. Code Ann. Section 15-53-20, et seq., entitled to a declaratory judgment that the mobile/manufactured home is an improvement to the property which is the subject of this action and that it is subject to the lien of the Plaintiff's mortgage.

27. That the Plaintiff does not waive but specifically demands judgment against the Defendant(s), Randy Hellams, for the full amount found to be due to Plaintiff on the note and mortgage held by plaintiff, with the right to enter personal judgment against the Defendant(s) for any deficiency in this action remaining after sale of the mortgaged premises.

28. As a personal or deficiency judgment is demanded, the bidding will remain open for a period of thirty (30) days pursuant to S.C. CODE Ann. Section 15-39-720 (1976).

CONCLUSION 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.

2. That Plaintiff is entitled to the relief sought in its second cause of action.

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED:

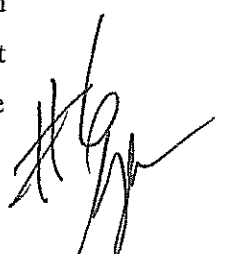
1. There is due to the Plaintiff on the obligation and mortgage set forth in the Complaint the sum of Seventy-Nine Thousand Six Hundred Thirteen And 10/100 Dollars (\$79,613.10) representing the "Total Debt" due Plaintiff as set forth supra, together with interest at the rate provided therein on the 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 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 6.750% percent per annum.

3. The amount of the judgment shall be subject to increase to permit the 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 attorney's 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 and/or supplemental compensation. Such additional costs, commissions and expenses may be established by affidavit and shall be adjudicated by the court without further hearing.

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

5. 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 Master in Equity at public auction at the Spartanburg County Courthouse in Spartanburg, South Carolina, on some

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convenient sales day hereafter (and should the regular day of judicial sales fall on a legal holiday, then and in the 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 Master in Equity will require a deposit of Five percent (5%) on the amount of the bid (in cash or equivalent) at the time of the sale, 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 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 6.750 percent.

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

D. The above referenced instrument constitutes a first lien priority mortgage.

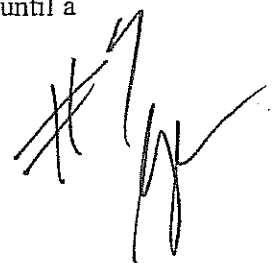
E. Purchaser to pay for Deed Stamps and costs of recording the Deed and transfer taxes on the Deed. Purchaser will pay for any statutory commission on sale from the proceeds of the sale.

6. 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.

7. Fourth, Plaintiff have judgment against the Defendant, Randy Hellams, for the full amount found to be due Plaintiff on the note and mortgage, with right to entere personal judgment against the Defendant, Randy Hellams, for any deficiency in this action remaining after sale of the mortgaged premises.

8. 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 if, 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.

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

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FIRST: To 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, so much thereof as the purchase money will pay on the same.

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

10. It is further ORDERED, ADJUDGED AND DECREED that in the event the successful bidder to whom the deed of conveyance has been issued subsequent to the sale is other than the Defendants in possession herein, the Sheriff of Spartanburg County is ordered and directed to eject and remove from the premises the occupants of the property sold, together with all personal property located thereon, and put the successful bidder to whom the deed of conveyance has been issued 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.

11. And it is further ORDERED, ADJUDGED AND DECREED that each Defendant and all persons whomsoever claiming under him, her or them, 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.

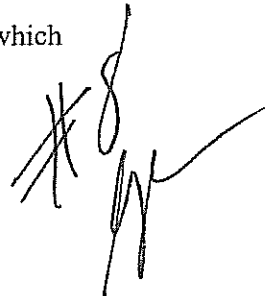
12. And it is further ORDERED, ADJUDGED AND DECREED that any prior lien that has been paid in full is hereby satisfied and cancelled of record.

13. And it is further ORDERED that the Court authorize the South Carolina Department of Motor Vehicles to register the mobile home if necessary and issue a Certificate of Title free of liens on the mobile home listed in the legal description to the successful bidder at the foreclosure sale.

14. 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 filing of the Notice of Pendency of the within action, and the name of the Grantee, and the Register of Deeds is authorized to omit from the indices pertaining to such conveyance the names of all parties not contained in said Deed.

15. The 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.

16. Upon issuance of a Master in Equity 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:

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That Mortgage originally given to Union Planters Bank, N.A. by Randy Hellams, dated 01/25/2002 and recorded 02/07/2002, in Mortgage Book 2642 at page 350.

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

LEGAL DESCRIPTION AND PROPERTY ADDRESS:

All that certain piece, parcel or lot of land, with all improvements thereon, situate, lying and being in the State of South Carolina, County of Spartanburg, being and designated as remainder of tract #12, containing 3.86 acres, more or less, as shown on plat entitled "Survey for Randy Hellams", prepared by ray Dunn Land Surveyor, dated August 23, 2000 and recorded in Plat Book 148, at Page 616, in the RMC Office for Spartanburg County, South Carolina, and having, according to said plat, such metes and bounds as shown thereon, which are incorporated herein by reference.


Also Included: 1997 Belmont/Gray Mobile Home, VIN # SB972860S1&2SN31098

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701 Arnold Branch Rd, Woodruff, SC 29388

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18. 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.



Gordon G. Cooper
Master in Equity
For Spartanburg County

Spartanburg, South Carolina
3-31, 2009

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