

52200.F17839  
STATE OF SOUTH CAROLINA

COUNTY OF SPARTANBURG

First Horizon Home Loan Corporation,

PLAINTIFF,

vs.

Tonya Thompson; Washington Mutual Finance; and  
Macks Finance,

DEFENDANT(S).

IN THE COURT OF COMMON PLEAS  
C/A NO: 2006-CP-42-1681

(NON-JURY MORTGAGE FORECLOSURE)

**SUPPLEMENTAL ORDER**

FILED  
CLERK OF COURT  
2010 FEB 22 PM 3:42

On July 17, 2006, this Court issued its Order and Judgment of Foreclosure and Sale, which was filed on July 18, 2006. Thereafter, the mortgagor(s) filed for protection under the United States Bankruptcy Code. By order of the Bankruptcy Court for the District of South Carolina filed October 30, 2009, the plaintiff is now entitled to proceed with this action. This Order is issued for the limited purpose of updating the judgment debt figures. I find that \$5,000.00 is a reasonable fee to award the plaintiff as attorneys' fees (increased from \$4,500.00 awarded in the prior Order). It is, therefore, hereby

**ORDERED** that the Order for Judgment of Foreclosure and Sale filed July 18, 2006, is supplemented to reflect the total debt as follows:

Principal due as of December 1, 2008	\$ 77,462.62
Interest from November 1, 2008 through February 22, 2010 at 6.625%	6,286.60
Escrow adjustments (debits and credits)	1,825.77
PRO RATA MIP/PMI	65.60
Other Fees	41.00
Corporate Advance	275.00
Cost of collection prior to hearing	418.00
Attorney Fees	5,000.00
<b>TOTAL DEBT</b> including interest to date shown	<b>\$91,374.59</b>

Based upon the Chief Justice's Administrative Order 2009-05-22-01, and the affidavits presented pursuant thereto, I find the HMP requirements have been satisfied without resulting in modification and the within captioned action is not or is no longer stayed by the above-referenced order.

**AND IT IS SO ORDERED.**

\_\_\_\_\_  
Gordon G. Cooper  
Master in Equity, Spartanburg County

Spartanburg, South Carolina  
\_\_\_\_\_, 2010

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COUNTY OF SPARTANBURG

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(NON-JURY MORTGAGE FORECLOSURE)

C/A NO: 2006-CP-42-1681

**ORDER AND JUDGMENT OF  
FORECLOSURE AND SALE  
(DEFICIENCY WAIVED)**

FILED  
CLERK OF COURT  
2006 JUL 19 AM 9:23  
MARC MITCHELL

TO: Beverly J. Finkel  
Thomas A. Shook  
Elizabeth A. Shuffler  
Susan S. White  
Richard G. Duerinskx  
FINKEL LAW FIRM LLC  
Attorneys for the Plaintiff

Pursuant to Rule 53 SCRCP, the above-entitled matter was referred. Any appeal from any order or judgment issued by the master or special referee shall be to the Supreme Court or the Court of Appeals as provided by the South Carolina Appellate Court Rules.

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

**FINDINGS OF FACT AND CONCLUSIONS OF LAW**

1. The Lis Pendens was filed on May 22, 2006.
2. The Summons and Complaint were filed on May 22, 2006.
3. Service was made upon the Defendant(s) named in this Report as is shown by the proof(s) of service filed herein.
4. The Defendant(s), Tonya Thompson, Washington Mutual Finance and Macks Finance are in default as shown by Affidavit(s) on file herein.
5. All of the Defendants herein 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, the Defendant, Tonya Thompson is not in the Military Service of the United States of America, as contemplated under the Servicemembers Civil Relief Act (2003), and any amendments thereto.

7. For value received, Tonya Thompson made, executed and delivered a Note dated June 2, 2004, promising thereby to pay to the order of First Horizon Home Loan Corporation, the sum of \$82,000.00, with interest at a rate of 6.625% 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 Tonya Thompson made, executed and delivered to First Horizon Home Loan Corporation, a Mortgage in writing, dated June 2, 2004, covering real property in Spartanburg County, which is the same as that described in the Complaint. The Mortgage was filed on June 3, 2004, and is of record in the office of the Register of Deeds for Spartanburg County in Book 3239 at Page 812.

9. This Mortgage constitutes a first mortgage lien on the subject property and is a purchase money Mortgage.

10. The titleholder, of record in and to the subject property as of the filing of the Lis Pendens in this action is Tonya Thompson.

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 an attorney for collection.


12. Counsel for Plaintiff filed an affidavit as to attorney's fees and costs in this case, which was not contested, and, therefore, I find as fact herein. Having considered the nature, extent and difficulty of the services rendered, the time involved in reviewing the various documents, performing the title search, preparing the pleadings, attending hearings and argument, the professional standing of counsel, the fee customarily charged for similar services, and the beneficial results obtained for the Plaintiff, I find that the sum of \$4,500.00 is a reasonable fee to allow under the terms of the Note and Mortgage as attorney's fees for Plaintiff's attorney for services performed and anticipated to be performed until final adjudication of the action.

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 Note and Mortgage, is as follows:

Handwritten signature and initials in the bottom right corner of the page. The signature appears to be "M" with a flourish, and there are some scribbles above it that could be interpreted as "12" or similar marks.

Principal due as of February 1, 2006		\$ 80,554.84
Interest from January 1, 2006 through July 17, 2006 at 6.625%		\$ 2,905.57
Hazard Insurance		\$ 420.57
PMI		\$ 196.80
Paid Atty. Costs		\$ 535.00
Title Search	\$175.00	
Title Update	\$ 35.00	
LP/SC Filing Fee	\$150.00	
Motion Fee	\$ 25.00	
Reference Fee	\$100.00	
Service	\$ 50.00	
Property Inspections		\$ 38.50
Recording Fee		\$ 5.00
Convenience Fee		\$ 15.00
Late charges		\$ 78.75
Costs of collection prior to hearing		\$ 100.00
Attorney's fee		\$ 4,500.00

**TOTAL DEBT** secured by Note and Mortgage,  
including interest to date shown

\$ 89,350.03 

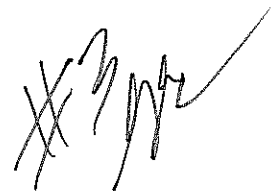
Interest for the period from July 17, 2006 as shown above at the stated rate of 6.625% shall be added to the Principal Balance shown above through the date this Judgment is filed. After the date of judgment, interest at the rate of 6.625% on the total judgment debt should be added to such judgment debt to comprise the amount of Plaintiff's debt secured by the Mortgage.

14. The Plaintiff does not demand a deficiency judgment in the event the sale of the real estate herein does not yield a sum sufficient to satisfy all indebtedness due unto the Plaintiff, including costs and Attorney's fees.

15. The following Defendant(s) claim, or may claim a lien upon or interest in the subject property as follows:

- (a) Washington Mutual Finance, by virtue of a judgment against Connie and Paul Smith, filed July 26, 2002, Judgment Roll No. 262200, in the amount of \$4,573.65;
- (b) Macks Finance, by virtue of a judgment against Connie Smith, filed February 11, 2004, Judgment Roll No. 274528, in the amount of \$401.40;

The judgments have been paid and satisfied or, in the alternative, are not against the same individual as Connie G. Smith, prior owner of the subject property. Accordingly, the above-referenced defendants no longer have any interest in the property subject of this action and the above referenced liens and/or judgments should be released from the subject property.



**IT IS THEREFORE ORDERED:**

1. There is due to the Plaintiff on the obligation and Mortgage set forth in the Complaint the sum of \$89,350.03, representing the "Total Debt" due Plaintiff as set forth in the Findings of Fact, *supra*, together with interest at the rate provided therein from the date aforesaid to the date hereof.

2. The amount due in the preceding paragraph (the "Total Debt" as set forth in the Findings of Fact, *supra*, and later accrued interest) shall constitute the total judgment debt due the Plaintiff and shall bear interest hereafter at the rate of 6.625%.

3. Based on the allegations in the Complaint, the default of the defendant Washington Mutual Finance and the evidence presented, I hereby order that the judgment obtained by Washington Mutual Finance, has been paid and satisfied and does not constitute a lien against the subject property.

4. Based on the allegations in the Complaint, the default of the defendant Macks Finance and the evidence presented, I hereby order that the judgment obtained by Macks Finance, has been paid and satisfied and does not constitute a lien against the subject property.

5. 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. If such debt is paid in full, then the foreclosure sale shall be cancelled.

6. 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, or his agent under the direction of the Master in Equity, at public auction, at the Spartanburg County Courthouse, 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 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 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 20 days, the deposit may be forfeited without further hearing 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 6.625%.
- C. The sale shall be subject to taxes and assessments, existing easements and easements and restrictions of record.
- D. This Mortgage constitutes a first priority lien on the subject property and is a purchase money mortgage.



E. Purchaser to pay for deed preparation and costs of recording the Deed, and transfer taxes.

7. If Plaintiff be the successful bidder at the said sale, for a sum not exceeding the amount of costs, disbursements and expenses and the indebtedness of the Plaintiff in full, Plaintiff may pay to the Master in Equity only the amount of the costs, disbursements and expenses crediting the balance of the bid on Plaintiff's indebtedness.

8. The Master in Equity will, by advertisement according to law, give notice of the time, date, 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 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 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. Should the Plaintiff, Plaintiff's attorney, or Plaintiff's agent fail to appear on the day of sale, the property shall not be sold, and in that event any such sale shall be null and void and of no force and effect. The property shall be re-advertised and sold at some convenient sales day thereafter when the Plaintiff, Plaintiff's attorney, or Plaintiff's agent is present.

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

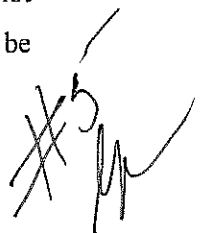
**FIRST:** To payment of the amount of the costs and expenses of this action, including any Guardian Ad Litem fee or fees of attorneys appointed under Order of Court.

**NEXT:** To the payment of the Plaintiff, or Plaintiff's attorney, of the amount of the Plaintiff's debt and interest, so much thereof as the purchase money will pay on the same.

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

11. **IT IS FURTHER ORDERED** 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 occupants 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.

12. **IT IS FURTHER ORDERED** that, in the event the successful bidder is other than the Defendant(s) in possession herein and the occupant(s) have voluntarily vacated the premises or have been ejected from the premises leaving furnishings, fixtures and items not subject to the Plaintiff's Mortgage in said premises, the Plaintiff is authorized to remove therefrom all furnishings, fixtures and items not subject to the lien of the Plaintiff's mortgage, which personal property, being deemed abandoned, shall be



removed by the Plaintiff or its agents from the subject property by placing said personal property on the public street or highway or by any other means.

13. **IT IS FURTHER ORDERED** that, in addition to all parties deemed by law to have received constructive notice of the action herein, the Defendant(s) named herein and all persons whomsoever claiming under said defendant(s), 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.

14. **IT IS FURTHER ORDERED** that the Deed of conveyances made pursuant to said sale shall contain the names of only the first named Plaintiff and the first named Defendant and the Defendant(s) who was/were the titleholder(s) 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. **IT IS FURTHER ORDERED** that the Master in Equity will retain jurisdiction to do all necessary acts incident to this foreclosure including, but not limited to, issuing a Writ of Assistance and hearing any issues involving appraisal proceedings under Section 29-3-680 et al., South Carolina Code of Laws (1976), as amended.

16. The Plaintiff does not warrant its title search to purchasers at foreclosure sale or other third parties, who should have their own title search performed on the subject property.

17. The Master in Equity shall direct the Register of Deeds to release of record the Mortgage lien being foreclosed, all subordinate liens and all prior liens ordered satisfied herein, after the Order Confirming Sale and Disbursements has been executed and filed. The Plaintiff's Mortgage lien is described as follows:

That certain Mortgage given by Tonya Thompson to First Horizon Home Loan Corporation dated June 2, 2004 and recorded in the Office of the Register of Deeds for Spartanburg County on June 3, 2004 in Book 3239 at Page 812.

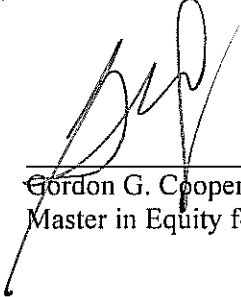
18. The following is a description of the premises herein ordered to be sold:

All that lot or parcel of land near the City of Spartanburg, County of Spartanburg, State of South Carolina and being known and designated as the northeast 40 feet of Lot No. 1 and the southwest 50 feet of Lot No. 2 on plat of the W. N. Duncan Estate as shown on Plat recorded in Plat Book 16 at page 75. Reference is also made to a plat of survey for Connie Lachelle Gerald, Paul Stacey Smith and Nancy Karen Smith by Archie S. Deaton & Associates, RLS, dated April 30, 1991 and recorded in Plat Book 112 at page 920. Reference is made to said plats and the record thereof for a more complete and accurate description.

TMS Number: 7 17-09 136.00

PROPERTY ADDRESS: 421 Lucerne Dr., Spartanburg, SC

This being the same property conveyed to Tonya Thompson by deed of Connie Lachelle Gerald n/k/a Connie G. Smith, Paul Stacey Smith and Nancy Karen Smith, dated June 2, 2004 and recorded in the Office of the Register of Deeds for Spartanburg County on June 3, 2004 in Deed Book 80-M at Page 47.



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Gordon G. Cooper  
Master in Equity for Spartanburg County

Spartanburg, South Carolina

7-17, 2006

