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STATE OF SOUTH CAROLINA  
COUNTY OF SPARTANBURG

Wachovia Bank, N.A., as Indenture Trustee for  
HomeGold Home Equity Asset Backed Notes, Series  
1999-1,

PLAINTIFF,

vs.

Kevin B. Jones; Patricia A. Jones; Wachovia Home  
Equity Group f/k/a First Union Home Equity Bank,  
N.A.; TranSouth Financial Corporation; Service One  
Communications Inc.; Washington Mutual Finance;  
South Carolina Employment Security Commission;  
Spartanburg Business Technology Center; and  
Nationwide Insurance Co. as subrogee for Geraldine  
Martin,

DEFENDANT(S).

IN THE COURT OF COMMON PLEAS  
C/A NO: 10-CP-42-1147

(NON-JURY MORTGAGE FORECLOSURE)

**SUPPLEMENTAL ORDER  
(DEFICIENCY WAIVED)**

Based upon the Certification of Mortgagor Non-Compliance filed herein, the provisions of the Administrative Order issued by the Chief Justice of the Supreme Court of South Carolina on May 2, 2011, Order 2011-05-02-01, do not apply to the within foreclosure action.

On June 28, 2010, this Court issued its Order and Judgment of Foreclosure and Sale, which was filed on July 6, 2010. Thereafter, the plaintiff and mortgagor(s) engaged in loss mitigation efforts. Those efforts having failed, the plaintiff now wishes to proceed with this action. This Order is issued for the limited purpose of updating the judgment debt figures. I find that \$3,500.00 is a reasonable fee to award the plaintiff as attorneys' fees (no increase from that awarded in the prior Order.) The Plaintiff has advanced \$1,050.00 for attorney's fees and this amount is included in the corporate advances. It is, therefore, hereby

**ORDERED** that the Order for Judgment of Foreclosure and Sale filed July 6, 2010, is supplemented to reflect the total debt as follows:

Principal due as of February 13, 2007	\$ 45,582.40
Interest from January 13, 2007 through January 5, 2012 at 3.5%	10,950.41
Corporate Advance	25,533.43
Escrow	10,904.54
Late charges	740.12
Cost of collection prior to hearing	85.00
Attorney Fees (awarded but unpaid)	2,450.00
<b>TOTAL DEBT</b> including interest to date shown	<b>\$ 96,245.90</b>

**AND IT IS SO ORDERED.**

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

Spartanburg, South Carolina  
\_\_\_\_\_, 2011

F11597R  
STATE OF SOUTH CAROLINA  
  
COUNTY OF SPARTANBURG

Wachovia Bank, N.A., as Indenture Trustee  
for HomeGold Home Equity Asset Backed  
Notes, Series 1999-1,

PLAINTIFF,

vs.

Kevin B. Jones; Patricia A. Jones; Wachovia  
Home Equity Group f/k/a First Union Home  
Equity Bank, N.A.; TranSouth Financial  
Corporation; Service One Communications  
Inc.; Washington Mutual Finance; South  
Carolina Employment Security Commission;  
Spartanburg Business Technology Center;  
and Nationwide Insurance Co. as subrogee  
for Geraldine Martin,

DEFENDANT(S).

IN THE COURT OF COMMON PLEAS  
C/A NO: 10-CP-42-1147

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

TO: Beverly J. Finkel  
Thomas A. Shook  
Susan S. White  
Joseph T. Merli  
Andrew M. Wilson  
FINKEL LAW FIRM LLC  
Attorneys for the Plaintiff

ANSWERING DEFENDANTS:

Romi Y. Robinson, Esquire  
Attorney for Defendant  
South Carolina Employment Security  
Commission

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SOUTH CAROLINA

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 March 4, 2010.

*GR*  
#1

2. The Summons and Complaint were filed on March 4, 2010.

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 Defendants, Kevin B. Jones; Patricia A. Jones; Wachovia Home Equity Group f/k/a First Union Home Equity Bank, N.A.; TranSouth Financial Corporation; Service One Communications Inc.; Washington Mutual Finance; Spartanburg Business Technology Center; and Nationwide Insurance Co. as subrogee for Geraldine Martin, are in default as shown by Affidavit(s) on file herein.

5. Romi Y. Robinson, Esquire, Attorney for Defendant, South Carolina Employment Security Commission, served Answer(s) on the Plaintiff, which is on file herein.

6. 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.

7. According to the Affidavit filed herein, the Defendants, Kevin B. Jones and Patricia A. Jones, are not in the Military Service of the United States of America, as contemplated under the Servicemembers Civil Relief Act (2003), and any amendments thereto.

8. For value received, Kevin B. Jones and Patricia A. Jones made, executed and delivered a Note dated February 20, 1992, promising thereby to pay to the order of Carolina Investors, Inc., the sum of \$67,365.00, with interest at an adjustable rate pursuant to the terms of the Note. Other terms and conditions are stated in the Note, which is of record herein.

9. To better secure the payment of the Note described above, the said Kevin B. Jones and Patricia A. Jones made, executed and delivered to Carolina Investors, Inc., a Mortgage in writing, dated February 20, 1992, covering real property in Spartanburg County, which is the same as that described in the Complaint. The Mortgage was filed on March 6, 1992, and is of record in the Office of the Register of Deeds for Spartanburg County in Book 1471 at Page 570.

10. This Mortgage constitutes a first mortgage lien on the subject property.

11. Thereafter, the subject note and mortgage were assigned by instruments recorded in the Office of the Register of Deeds for Spartanburg, as follows:

(a) By assignment dated March 25, 1999 and recorded December 8, 1999 in Book 2286 at Page 973, Carolina Investors, Inc. assigned the subject note and mortgage to HomeGold, Inc. f/k/a Emergent Mortgage Corp;

(b) By Assignment dated May 27, 1999, and recorded December 8, 1999, in Book 2286 at Page 974, HomeGold, Inc. assigned the subject note and mortgage to First Union National Bank, as Indenture Trustee. Effective April 1, 2002, First Union National Bank merged into Wachovia Bank, National Association, thereby making Wachovia Bank,, N.A. as Indenture Trustee for Homegold Home Equity Asset Backed Notes, Series 1999-1, the present lienholder and Plaintiff herein.

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REGISTER OF DEEDS  
SPARTANBURG COUNTY  
SOUTH CAROLINA  
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12. Due to scrivener's error and mutual mistake, the subject mortgage reflects the principal sum of the Plaintiff's loan as \$268,268.40. It was the intentions of the parties that the subject mortgage comport with the subject Note to reflect the correct principal sum of \$67,365.00.

13. Plaintiff is entitled to reformation of the subject mortgage to comport with the intentions of the parties and the subject Note securing said mortgage.

14. Pursuant to the Administrative Order of the Chief Justice, 2009-05-22-01, the loan that is the subject of this action is held by a participant in the Home Affordable Modification Program (HMP); however the loan is not subject to modification based upon no response from the borrower.

15. The titleholders of record in and to the subject property as of the filing of the Lis Pendens in this action are Kevin B. Jones and Patricia A. Jones.

16. Payment due on the Note has not been made as provided for therein, and 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.

17. 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 Plaintiff, I find that the sum of \$3,500.00 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.

18. 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:

Principal due as of February 13, 2007	\$ 45,582.40
Interest from January 13, 2007 through June 28, 2010 at 3.50%	8,520.25
Escrow adjustments (debits and credits)	8,211.61
Corporate Advance	18,611.13
Late charges	740.12
Costs of collection prior to hearing	1,933.00
Attorney Fees	3,500.00
<b>TOTAL DEBT</b> secured by Note and Mortgage, including interest to date shown	<b>\$87,098.51</b>

*gpc*  
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Interest for the period from June 28, 2010 as shown above at the stated rate of 3.50% 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 3.50% on the total judgment debt should be added to such judgment debt to comprise the amount of Plaintiff's debt secured by the Mortgage.

19. 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 Plaintiff, including costs and Attorney's Fees.

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

- (a) Wachovia Home Equity Group f/k/a First Union Home Equity Bank, N.A., by virtue of a mortgage from Kevin B. Jones and Patricia A. Jones, dated April 7, 2000, and recorded April 13, 2000, in Book 2328 at Page 845, in the amount of \$75,000.00;
- (b) TranSouth Financial Corporation, by virtue of a mortgage from Kevin B. Jones and Patricia A. Jones, dated April 9, 1999, and recorded April 19, 1999, in Book 2197 at Page 377, in the amount of \$26,936.83;
- (b) Service One Communications Inc., by virtue of a judgment against Kevin Jones and RKV Investments LLC, filed August 15, 2002, Judgment Roll No. 262882, in Case No # 2002-CP-42-00125, in the amount of \$2,921.60;
- (c) Washington Mutual Finance, by virtue of a judgment against Kevin B. Jones, filed January 3, 2003, Judgment Roll No. 267189, in Case No # 2002-CP-42-13624, in the amount of \$4,572.20;
- (d) South Carolina Employment Security Commission, by virtue of a tax execution against Kevin B. Jones t/a Diamond Mortgage Company LLC, recorded July 24, 2003, Book S-11 at Page 453, in the amount of \$401.08;
- (e) Spartanburg Business Technology Center, by virtue of a judgment against Kevin Jones & Eric Whiteside Personally DBA RKV Investments, filed February 25, 2003, Judgment Roll No. 267938, in Case No # 2002-CP-42-06628, in the amount of \$6,475.00;
- (f) Nationwide Insurance Co. as subrogee for Geraldine Martin and Geraldine Martin, by virtue of a judgment against Patricia Jones, filed October 16, 2007, Judgment Roll No. 299300, in Case No # 2007-CP-42-02567, in the amount of \$3,417.77.

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The interest or liens of the above Defendants, if any, are junior and subordinate to the plaintiff's first mortgage lien.

**IT IS THEREFORE ORDERED:**

1. There is due to Plaintiff on the obligation and Mortgage set forth in the Complaint the sum of \$87,098.51, 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 3.50%.

3. The Defendant(s) liable for the aforesaid Mortgage debt shall, on or before the date of sale of the property hereinafter described, pay to 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.

4. 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 3.50%.
- 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.
- E. Purchaser to pay for deed preparation and costs of recording the Deed, and transfer taxes.

5. 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 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.

  
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6. 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. 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.

7. Should 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 Plaintiff, Plaintiff's attorney, or Plaintiff's agent is present.

8. 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 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 funds will be held pending further order of the Court.

9. **IT IS FURTHER ORDERED** that in the event the successful bidder is other than the Defendant(s) in possession herein, upon full compliance with the bid, and upon issuance of a Writ of Assistance by this Court, 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.

10. **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 Plaintiff's Mortgage in said premises, upon full compliance with the bid, Purchaser is authorized to remove therefrom all furnishings, fixtures and items not subject to the lien of Plaintiff's mortgage, which personal property, being deemed abandoned, shall be removed by Purchaser or its agents from the subject property by placing said personal property on the public street or highway or by any other means.

11. **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.

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12. **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.

13. **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 seq.*, South Carolina Code of Laws (1976), as amended.

14. 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.

15. 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. Plaintiff's Mortgage lien is described as follows:

That certain Mortgage given by Kevin B. Jones and Patricia A. Jones to Carolina Investors, Inc. dated February 20, 1992 and recorded in the Office of the Register of Deeds for Spartanburg County on March 6, 1992 in Book 1471 at Page 570.

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

All that certain piece, parcel or lot of land being known and designated as Lot No. 54 and being in the State of South Carolina and County of Spartanburg, shown on Plat One, Phase II, Oak Forest Subdivision, recorded June 25, 1974 in Plat Book 73, at Pages 602-604 in the RMC Office for Spartanburg County, to which plat reference is made for a more perfect description.

The above described property is conveyed subject to restrictions recorded in Deed Book 42-B, at Pages 47-49, to existing sewer, water and power line easements and to all easements shown on the plat and reserved in the said restrictions.

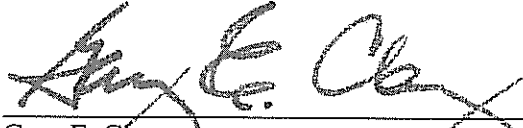
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REGISTER OF DEEDS  
SPARTANBURG COUNTY  
SOUTH CAROLINA

TMS Number: 6-24-08-103.00

PROPERTY ADDRESS: 4721 Worden Drive , Spartanburg, SC

  
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This being the same property conveyed to Kevin B. Jones and Patricia A. Jones by deed of Edward M. Norton and Dianne T. Norton, dated June 26, 1990 and recorded in the Office of the Register of Deeds for Spartanburg County on June 26, 1990 in Deed Book 56-S at Page 45.

  
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Gary E. Clary  
Interim Master in Equity for Spartanburg County

Spartanburg, South Carolina

June 28, 2010

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