



TWO: That had \_\_\_\_\_ been properly named as a party defendant in the within captioned action, it would have realized no monies from the foreclosure process as the subject real property was purchased for a sum of money sufficient only to satisfy the superior mortgage lien of the Plaintiff and the costs properly payable to the Court. Moreover, it is clear that the subject property is not worth more than the total of the prior encumbrances, and further, that a resale of the property would not generate proceeds which would reach \_\_\_\_\_. Under such circumstances, it is proper that \_\_\_\_\_ be bound by the foreclosure proceedings and its mortgage lien extinguished as relates to the subject property. *Union Nat'l Bank of Columbia v. Cook*, 110 S.C. 99, 96 S.E. 484 (1918).

NOW, THEREFORE, it is hereby ORDERED, ADJUDGED AND DECREED that the Mortgage of \_\_\_\_\_, dated \_\_\_\_\_, 20\_\_\_\_, and recorded in the R.O.D. Office for Spartanburg County on \_\_\_\_\_, 20\_\_\_\_, in Book \_\_\_\_, at Page \_\_\_\_ shall be, and is hereby, extinguished as it relates to the property which was the subject of the within captioned foreclosure action.