

Supplemental Order of Foreclosure

Pursuant to Rule 53, of the South Carolina Rules of Civil Procedure (SCRCPP), the above-entitled matter was referred by Order of Reference to the undersigned Master in Equity to make appropriate findings of fact and conclusions of law with authority to enter a final Judgment in the cause. Any appeal from this Order is to the Supreme Court.

Pursuant to the said Order of Reference, a hearing was held on _____, 19__, and the testimony was taken and reported. A Master's Report and Judgment of Foreclosure and Sale was issued on _____, 19__, and filed in the Office of the Clerk of Court for Charleston County.

On _____, 19__, during the pendency of this case, the Defendants, _____ filed for bankruptcy under 11 U.S.C. Chapter 13. This case was stayed until the Bankruptcy Court modified the Stay to permit the continuation of this suit by an Amended Order Abandoning Real Property and Granting 11 U.S.C. section 362 (d) Relief filed on _____, 19__.

It being unnecessary to make findings and conclusions as to matters other than as to the Plaintiff's loan indebtedness, including costs of collection, attention is called to the Master's Report and Judgment of Foreclosure and Sale dated _____, 19__, for such other matters. This Supplemental Master's Report and Judgment of Foreclosure and Sale is issued for the limited purpose of updating and adjusting of the judgment debt figures.

SUPPLEMENTAL FINDINGS OF FACT:

1. The sum of \$_____ is a reasonable fee to allow as attorney's fees for Plaintiff's attorney for services performed and anticipated to be performed until final adjudication of the within action, under the terms of the note and mortgage (increased from \$_____ awarded by the Court in the prior Master's Report and Judgment of Foreclosure and Sale).

2. After crediting payments received under the bankruptcy proceedings, the adjusted amount due and owing on the note, with interest at the rate provided in the note, and other costs and expenses of collection, including the attorney's fees, secured by the note and mortgage, is as follows:

(a) Principal due as of August 1, 1995 \$_____

(b) Interest from _____, 19__, to

_____, 19__, at ___% per annum _____

(c) Advancements to Escrow _____

(d) Late Charges _____

(e) Costs of collection prior to hearing _____

Attorney's Fee (paragraph 13, supra) _____

Total Debt secured by note and mortgage, including interest to date shown \$_____.

Interest for the period from the date shown in above through the date of this judgment at 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 ___% per annum 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.

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. The findings, conclusions and other matters contained in the Master's Report and Judgment of Foreclosure and Sale dated _____, 19__, as hereby supplemented, are hereby confirmed.

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 \$_____, representing the Total Debt due to the Plaintiff as set out in Paragraph 2, supra, together with interest at the rate provided therein on the balance of principal from the date aforesaid to the date hereof.

2. That the amount due in the preceding paragraph (the "Total Debt" as set forth in Paragraph 2, supra, and later accrued interest on the principal shall constitute the total judgment debt due to the Plaintiff and shall bear interest hereafter at the rate of ___% 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 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, and as hereinafter set forth, be sold by the undersigned Master in Equity at public auction, at the Charleston County Courthouse, in the City of North Charleston, County and State aforesaid, 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 undersigned 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 twenty (30) days same to be forfeited and applied to the costs and Plaintiff's debt.

B. Interest on the bid shall be paid to the day of compliance at the rate of _____% per annum.

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

D. The sale shall also be subject to the Right of Redemption by the Defendant, United States of America, pursuant to Sec. 2410(c), Title 28, United States Code, for a period of 120 days from the date of sale of subject property.

E. Purchaser to pay for deed and the cost of recording deed.

5. That if Plaintiff is 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.

6. That a personal or deficiency judgment being waived, the bidding will not remain open after the date of sale, but compliance with the bid may be made immediately.

7. That the undersigned Master in Equity will, by advertisement according to law, give notice of the time and place of sale and the terms thereof; and he 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 thirty (30) days after date of sale, then the undersigned Master in Equity may re-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.

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

FIRST: To the 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; and

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

NEXT: Ant surplus will be held pending further Order of this Court.

9. It is further ORDERED. ADJUDGED AND DECREED that, in the event the successful bidder is

other than the Defendant(s) in possession herein, the Sheriff of Charleston County is ordered and directed to eject and remove from the premises the occupant(s) of the property sold, together with all person property located thereon, and to put the successful bidder or his assigns in such peaceable possession.

10. And, it is further ORDERED ADJUDGED AND DECREED that each Defendant named herein, and all persons whosoever claiming under him, them or it, 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.

11. That the undersigned Master in Equity shall retain jurisdiction to do all necessary acts incident to this foreclosure, including, but not limited to, the issuance of a Writ of Assistance, disposing of any surplus funds pursuant to Rule 71(c), SCRCPP, and hearing any issues involving appraisal proceedings under Sections 29-3-680, et seq., Code of Laws of South Carolina, 1976.

12. That the undersigned Master in Equity shall retain jurisdiction to do all necessary acts incident to this foreclosure, including, but not limited to, the issuance of a Writ of Assistance, disposing of any surplus funds pursuant to Rule 71(c), SCRCPP, and hearing any issues involving appraisal proceedings under Sections 29-3-680, et seq., Code of Laws of South Carolina, 1976.

13. That after the Order Confirming Sale and Disbursements has been issued and filed, the undersigned Master in Equity shall direct the Register of Mesne Conveyance to release of record the mortgage lien being foreclosed, which mortgage lien is described in Paragraphs 8 and 16(a) of the Findings of Fact hereinabove.

14. That the following is a description of the premises ordered to be sold:

Insert legal description here

CURRENT ADDRESS OF PROPERTY:

TMS:

AND IT IS SO ORDERED.

Roger M. Young

Master in Equity for Charleston County

Supplemental Plaintiff's Affidavit

PERSONALLY appeared before me the undersigned deponent, who, being duly sworn, deposes and states:

1. That he is the attorney for _____, the Plaintiff in the within action, and authorized to make the within statement.

2. That the Note and Mortgage held by the Plaintiff, being the subject of the within suit, are presently in default.

3. That based on the attached accounting, the following amounts are due and owing on the Note and secured by the Mortgage, to wit:

(a) Principal due as of _____, 19__ \$ _____

(b) Interest from _____, 19__, to _____, 19__, at ___% per annum _____

(c) Advancements to Escrow _____

(d) Late Charges _____

(e) Costs of collection prior to hearing _____

TOTAL:

4. That the Plaintiff waives its claim to a deficiency Judgment in this matter.

SWORN to and subscribed before me

Attorney for Plaintiff