

CIVIL CASE NUMBER

STATE OF SOUTH CAROLINA)
)
COUNTY OF _____)
)
_____)
PLAINTIFF(S))
)
VS.)
)
_____)
DEFENDANT(S))

COMPLAINT FOR FORECLOSURE OF MORTGAGE

The Plaintiff alleges:

- 1. This is an action for the foreclosure of a mortgage upon certain real estate in Charleston County, South Carolina.
2. Plaintiff is a corporation or other legal entity doing business in the State of South Carolina.
3. Plaintiff is the owner and holder of the Note and Mortgage, described hereafter and the subject of this action.
4. Some lien on or interest in the real estate, the subject of this action, may be claimed by the Defendant(s) herein.
5. The Defendant(s) herein described as judgment creditors have by filing said judgments designated their attorney entering the judgment as their agent for service of process under the provisions of Section 15-35-840 of the Code of Laws of South Carolina (1976).
6. Heretofore, on or about _____, _____ made, executed and delivered unto _____ Mortgage Corporation a certain Note ("Note") in the principal sum of \$_____, a copy of which is attached hereto as Exhibit "A" and made a part hereof by reference.
7. In order to secure the payment of the Note according to the terms and conditions thereof, _____ made, executed and delivered unto _____ Mortgage Corporation a certain real estate mortgage ("Mortgage") covering the following described property:

Insert legal description here

This being the identical property conveyed to _____ by deed of _____ dated _____, and recorded _____, in Deed Book _____ at Page _____.

PROPERTY ADDRESS:

TMS #:

- 8. The Mortgage was signed, witnessed and probated; thereafter the Mortgage was recorded in the office of the Register of Mesne Conveyances for Charleston County on _____, in Mortgage Book _____ at Page _____, a copy of which is attached hereto as Exhibit "B" and made a part hereof by reference.
9. The Mortgage evidences and secures the repayment of money advanced by the mortgagee to, or on behalf of, the mortgagor(s) and constitutes a purchase money first lien on the mortgaged premises.

10. Any notice required by the terms of the mortgage or by state or federal statutes has been given to the applicable defendant(s) prior to the commencement of this action.
11. The monthly payments due on the Note and Mortgage are in default since _____, and the conditions of the Note and Mortgage have been broken and the Plaintiff elects to and does declare the entire balance of said indebtedness due and payable, and that there is due on the Note and Mortgage as of _____, the sum of \$_____, with interest at the rate of _____% per thereon, together with any taxes or insurance premiums which may be due, with reasonable attorney's fees, and for the costs of this action.
- (3) Order the reimbursement of all costs for inspecting and securing the property incurred by the Plaintiff as a result of the delinquency.
- (4) Appoint a Receiver to collect the rents, issues, profits or designated sums from the mortgagor(s), and/or the grantee(s) of the mortgagor(s), and/or tenant(s) occupying or exercising control over the mortgaged premises and hold the same subject to the further order of this Court.
- (5) Under the direction of this Court, sell the mortgaged premises, bar any equity of redemption, and apply the proceeds of sale as follows:
First, to the costs and expenses of the within action and sale;
Second, to the payment and discharge of the amount due on Plaintiff's Note and Mortgage, together with attorney's fees as aforesaid; and
Third, to the distribution of any surplus pursuant to Rule 71, SCRPC.
- (6) Issue an order directing the Sheriff of Charleston County, South Carolina, to place the successful purchaser at said foreclosure sale in possession of the property should the same become necessary.
- (7) Order such other and further relief as may be just and proper.

Attorney for Plaintiff

NOTICE REQUIRED BY THE FAIR DEBT COLLECTION PRACTICES ACT

15 U.S.C. Section 1601, As Amended

1. The amount of the debt is stated in the Complaint attached hereto.
2. The Plaintiff as named in the attached Summons and Complaint is the creditor to whom the debt is owed.
3. If the original creditor is different from the current creditor, the creditor's law firm will provide the debtor with the name and address of the original creditor if requested by the debtor, in writing, within thirty (30) days of the receipt of this notice.
4. The debt described in the Complaint attached hereto and evidenced by the Note and Mortgage described therein will be assumed to be valid by the creditor's law firm unless the debtor, within thirty (30) days after the receipt of this notice, disputes, in writing, the validity of the debt or some portion thereof.
5. If the debtor notifies the creditor's law firm in writing within thirty (30) days of the receipt of this notice that the debt or any portion thereon is disputed, the creditor's law firm will obtain a verification of the debt, and a copy of the verification will be mailed to the debtor by the creditor's law firm.
6. Written requests should be addressed to _____, Attorney at Law, Post Office Box _____, Charleston, South Carolina 29_____.

THIS IS AN ATTEMPT TO COLLECT A DEBT, AND ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE.