

Lexington County Master-In-Equity Court
Judicial Sale of June 4, 2012
Lexington County Judicial Center – Courtroom 3-A – 11:00 a.m.

*Deficiency demanded sales re-open:
Thursday July 5, 2012
in courtroom 2-A at 11:00 a.m.

	Case Caption	C/P#	Atty. Last Name	Atty. First Name	Property Address	*Deficiency & Int. Rate	Bid	Sold to
1	Bank of America vs. Tammy L. Potter	2011-4620	Adams	Weston	101 Glencrest Drive Gaston, SC 29053	Demanded 5.00%		
2	Bank of NY vs. Margaret L. Duncan	2011-3845	Adams	Weston	462 Calcutta Drive West Columbia, SC 29169	Demanded 6.50%		
3	Bank of NY vs. Lauren a. Byczek	2011-1253	Adams	Weston	513 Timbermill Drive Lexington, SC 29073	Waived 3.00%		
4	Wells Fargo vs. Clente Flemming	2011-3532	Anderson	S. R.	149 S. Fair Avenue Batesburg, SC 29006	Demanded \$7.44 per diem		
5	First Reliance Bank vs. Baudo & Associates	2011-1845	Bradley	Ward	144 Royal Creek Drive Lexington, SC 29072	Demanded 12%		
6	First Reliance Bank vs. Baudo & Associates	2011-1844	Bradley	Ward	132 Royal Creek Drive Lexington, SC 29072	Demanded 12%		
7	Wells Fargo vs. William R. Gourdine	2011-2658	Branham	Jason	114 Chadford Road Irmo, SC 29063	Waived 5.75%	PULLED	
8	PNC Bank vs. Robert L. Defibaugh, IV	2011-0823	Finkel	Beverly	414 Bradley Drive West Columbia, SC	Waived 7.555%		
9	MidFirst Bank vs. Michael R. Brady	2011-1531	Finkel	Beverly	160 Bitternut court Gaston, SC	Waived 8.5%		
10	PNC Bank vs. Thomas s. Brasfield, Jr.	2011-3276	Finkel	Beverly	159 Valley Stream Road Leesville, SC	Waived 6.68%		
11	GMAC vs. R. Matthew Carroll	2011-0692	Finkel	Beverly	1118 Blake Drive Cayce, SC	Waived 3.75%		

12	Bank of NY vs. Adam King	2011- 3822	Finkel	Beverly	205 Coventry Lake Drive Lexington, SC	Demanded 8.0%	PULLED	
13	HSBC vs. Kenneth C. McDonald	2011- 2896	Finkel	Beverly	208 Baymore Lane Columbia, SC	Waived 9.375%		
14	MidFirst Bank vs. Estate of Latanzhy H. Milton	2011- 2398	Finkel	Beverly	859 Mack Street Gaston, SC	Waived 9.50%		
15	US Bank vs. Kelly J. Collingwood	2011- 1918	Finkel	Beverly	341 Bel Air Drive West Columbia, SC	Waived 5.25%	PULLED	
16	Bank of America vs. Silas I. Roland, III	2010- 3732	Finkel	Beverly	506 Sand Bar Road Chapin, SC	Waived 6.0%		
17	PNC Bank vs. Christine R. Adair	2010- 4770	Finkel	Beverly	104 Tarawood Drive West Columbia, SC	Waived 6.5%		
18	PNC Bank vs. Paul L. Scott	2010- 4738	Finkel	Beverly	148 Ball Park Road Lexington, SC	Waived 7.875%		
19	GMAC vs. Patrick Brisbin, Jr.	2011- 0400	Finkel	Beverly	329 Braewick Road Columbia, SC	Waived 5.25%		
20	PNC Bank vs. Brenda Jeffcoat	2010- 3042	Finkel	Beverly	5442 Lena Drive Lexington, SC	Waived 6.50%		
21	GMAC vs. Glenn C. Graves	2011- 3157	Finkel	Beverly	117 Sparrow Point Road Lexington, SC	Waived 4.75%		
22	Deutsche Bank vs. Camilla Scott	2011- 4732	Finkel	Beverly	105 Silverstone Road Lexington, SC	Waived 4.0%		
23	GMAC vs. Clara P. Mattox	2011- 1972	Finkel	Beverly	241 Teesdale Court Lexington, SC	Waived 7.5%		
24	GMAC vs. Mark E. Swails	2011- 1343	Finkel	Beverly	124 Sandbrier Court Lexington, SC	Waived 3.125%		
25	Nationstar vs. Joshua Benton	2011- 3819	Fisher	Cheryl	110 Juniper Springs Road Gilbert, SC 29054	Waived 6.375%		

26	Quantum Servicing vs. Lynn R. Martin	2010- 2904	Fisher	Cheryl	132 Colony Lakes Dr. n/k/a 503 Colony Lakes Dr. Lexington, SC 29073	Demanded 6.875%		
27	PHH Mortgage vs. Marion H. Gates	2011- 1192	Fisher	Cheryl	116 New Market Drive Lexington, SC 29072	Waived 4.25%		
28	Deutsche Bank vs. Eric Matthew Mann	2011- 3709	Fisher	Cheryl	125 Firebridge Drive Chapin, C 29036	Waived 6%		
29	Wells Fargo vs. Carla R. Sox	2011- 3779	Fisher	Cheryl	357 Peamar Circle West Columbia, SC 29170	Demanded 6.25%		
30	Bank of NY vs. Sharon R. DeCrescenzo	2010- 4646	Fisher	Cheryl	533 Riglaw Circle Lexington, SC 29073	Waived 8.5%		
31	Wells Fargo vs. Linda Ann Halls	2011- 0098	Fisher	Cheryl	112 Lakeworth Drive Columbia, SC 29212	Waived 6.5%		
32	Wells Fargo vs. Ginger K. Wilkerson	2011- 4035	Fisher	Cheryl	102 Walnut Creek Court Lexington, SC 29073	Waived 6.75%		
33	CitiMortgage vs. Justin T. McGauley	2010- 3948	Fisher	Cheryl	153 Katrina Court Lexington, SC 29073	Waived 6.5%		
34	Bank of America vs. Malinda S. Maroney	2011- 3875	Fisher	Cheryl	204 Peach Place Court Gilbert, SC 29054	Waived 6.625%		
35	Quantum Servicing vs. Maria I. Valdes	2011- 4779	Fisher	Cheryl	425 Richmond Farm Court Lexington, SC 29072	Demanded 7.875%		
36	GMAC vs. Jean Gainey	2011- 3426	Fisher	Cheryl	522 Blackville Road Gaston, SC 29053	Waived 6.25%		
37	Pacifica Loan Pool vs. Travis E. Birchmore	2010- 4881	Fisher	Cheryl	216 Valcour Road Columbia, SC 29212	Waived 9.25%		
38	Wells Fargo vs. Kelly B. Crapps	2011- 2804	Fisher	Cheryl	205 Mockingbird Drive Lexington, SC 29073	Demanded 8.375%		
39	Deutsche Bank vs. Ananda Simpson	2009- 5197	Fisher	Cheryl	104 Elsie Court West Columbia, SC 29172	Waived 6.625%		

40	PHH Mortgage vs. Jacqueline L. Cox	2011-0928	Fisher	Cheryl	253 Dove Trace Drive West Columbia, SC 29170	Waived 6.367%		
41	Bank of NY vs. Luane L. Brickhouse	2011-0302	Fisher	Cheryl	501 Broken Hill Road Columbia, SC 29212	Waived 10.25%		
42	CitiMortgage vs. Lydell C. Zeigler	2010-2177	Fisher	Cheryl	260 Swansea Road Swansea, SC 29160	Demanded 6%	PULLED	
43	GMAC vs. Mary E. Mitton	2011-4101	Fisher	Cheryl	1208 Bush River Road, Apt. E-8 Columbia, SC 29210	Waived 6.375%		
44	Wells Fargo vs. Joe T. Mcgee	2011-1477	Fisher	Cheryl	285 Warner Road Gilbert, SC 29054	Waived 5%		
45	Wells Fargo vs. Jennifer H. Evans	2011-1518	Fisher	Cheryl	833 Ruth Vista Road Lexington, SC 29073	Waived 4.625%		
46	Everbank vs. Karen J. Hunter	2011-1383	Fisher	Cheryl	114 Barnsley Road Columbia, SC 29212	Waived 2.375%		
47	Wells Fargo vs. Deborah R. Edgerton	2011-1914	Fisher	Cheryl	117 Whiteford Court Lexington, SC 29072	Waived 6.125%		
48	U.S. Bank vs. Tracey Muller	2008-0789	Fisher	Cheryl	2315 Durham Drive West Columbia, SC 29170	Waived 9.625%		
49	Bank of America vs. Cedric O. Harrison	2011-3874	Fisher	Cheryl	112 Opago Way Lexington, SC 29073	Demanded 3%		
50	CitiMortgage vs. David Lee Myers	2009-2149	Fisher	Cheryl	1535 Calvary Church Road Swansea, SC 29160	Waived 7%		
51	Deutsche Bank vs. Deborah G. Corley	2008-4606	Fisher	Cheryl	1217 Methodist Park West Columbia, SC 29170	Waived 9.35%		
52	Bank of NY vs. David K. Yates	2011-3783	Fleming	Pearce	325 Charwood Lane West Columbia, SC 29170	Waived 10.150%		
53	Bank Meridian vs. Kenneth P. Holmes	2010-5374	Grigg	Suzanne	1529 Coolbrook Drive West Columbia, SC 29172	Waived 7.125%		

54	Bank Meridian vs. Kenneth P. Holmes vs.	2010- 5373	Grigg	Suzanne	1709 Oak Street Cayce, SC 29033	Waived 7.125%		
55	Bank Meridian vs. Kenneth P. Holmes vs.	2010- 5373	Grigg	Suzanne	621 Crout Pond Way Gilbert, SC 29054	Waived 7.125%		
56	USA vs. Donna D. Smith	2011- 2721	Grimsley	Benjamin	309 Day Drive Swansea, SC 29160	Waived 8.50%		
57	USA vs. Joel K. Long	2011- 4500	Grimsley	Edward	175 Charleston Avenue Batesburg, SC 29006	Waived 6.5%		
58	USA vs. Tammy Younginer	2011- 3793	Grimsley	Edward	125 Hillock Court Lexington, SC 29073	Waived 5.750%		
59	Wells Fargo vs. Rebecca Lovett	2009- 4741	Gwynne	Charles	260 Havenwood Drive Gaston, SC 29053	Demanded 6%		
60	Yacht Cove vs. John Bigham	2011- 4889	Herndon	Warren	115 Outrigger Lane Columbia, SC 29212	Demanded 7.25%		
61	SC State Housing vs. Stephanie M. Netecke	2012- 0207	Herndon	Warren	206 Courtside Drive Lexington, SC 29073	Waived 6.125%		
62	Waterford Place HOA vs. Janie Belton	2011- 0556	Herndon	Warren	25 Canterbury Court Columbia, SC 29210	Demanded 7.25%	PULLED	
63	Bank of America vs. Abby P. Rolls	2011- 3791	Korn	Peter	260 Walter Taylor Road Gilbert, SC 29054	Demanded 7.625%		
64	JP Morgan vs. William J. Canady	2011- 1817	Korn	Peter	104 Bonhomme Circle Lexington, SC 29072	Waived 4.875%		
65	HSBC vs. Robert Rivas	2009- 4358	Korn	Peter	220 Pin Oak Drive Lexington, SC 29073	Demanded 4.95%	PULLED	
66	Bank of NY vs. Jeffrey Roderick Reid, Sr.	2011- 1994	Korn	Peter	2703 Elm Street Cayce, SC 29033	Waived 8.50%		
67	Bank of NY vs. Karen Erikson	2011- 4241	Korn	Peter	548 Coldstream Drive Columbia, SC 29212	Waived 3.750%		

68	Bank of America vs. John B. Harvey	2011-3997	Korn	Peter	321 Cape Jasmine Way Lexington, SC 29072	Waived 6.50%		
69	Lexington Hills Property vs. Brian G. Holder	2011-3468	McCabe	Ryan	169 Booksong Lexington County, SC	Waived 16%		
70	Ready America vs. Latarsha Pulliam	2007-2443	Medlock	Michael	804 Woodtrail Drive Gaston, SC 29053	Demanded 18.0%		
71	US Bank vs. Phillip G. Farmer	2011-4777	Miller	Ben	420 Windy Road Gilbert, SC 29054	Waived 7.875%	PULLED	
72	Judy K. Milhan vs. Timothy S. Allison	2011-2419	O'Keefe	Steve	708 Seton Road Columbia, SC 29212	Waived 7.25%		
73	CitiMortgage vs. Wesley Matthew Dills	2011-4518	Pope	Lowndes	3726 Colony Park Lane West Columbia, SC 29172	Waived 8.9500%		
74	CitiMortgage vs. David Hollins	2011-4234	Pope	Lowndes	405 Baymore lane Columbia, SC 29212	Waived 7.2500%		
75	Flagstar Bank vs. Daniel R. Garbett, Jr.	2012-0396	Scott	Ronald	124 Dawson Hill Lane Lexington, Sc 29072	Waived 6.875%		
76	Allsouth FCU vs. Robert Walter Davis	2011-3230	Scott	Ronald	104 Dryden Court West Columbia, SC 29170	Demanded 4.75%		
77	Fannie Mae vs. Rutledge W. Dehay	2011-4727	Scott	Ronald	1331 G Avenue West Columbia, SC 29169	Demanded 7.375%		
78	US Bank vs. Thomas E. Swaggerty	2011-4786	Silver	Jeffrey	830 Gator Road Gaston, SC 29053	Demanded 8.250%		
79	Deutsche Bank vs. H. Wayne Skipper, Jr.	2012-0259	Thompson	Kimberly	100 Morning Lake Drive Lexington, SC 29072	Waived 7.00000%		
80	Deutsche Bank vs. Lawrence Light	2011-3310	Thompson	Kimberly	1615 Holland Street West Columbia, SC 29169	Waived 6.30000%		
81	First South vs. Sunset Homes	2012-0108	Tyler	Donald	Lots 4, 55, 56,& 68 Winstone Place Subdivision, Lexington, SC 29073	Waived \$28.70 per diem		

GENERAL INFORMATION ON JUDICIAL FORECLOSURE SALES

** Judicial Sales are normally held at 11:00 A.M. on the first Monday of each month in the Lexington County Judicial Center. When the first Monday of a month falls on a county or state holiday or when there are other unusual circumstances the sale may be moved to the first Tuesday, the following Monday or another day of the month as deemed necessary

**Each property is sold subject to any past due property taxes, assessments, existing easements and restrictions, and any senior liens or judgments against the property.

**A Master's Deed is not a general warranty deed. Potential bidders are responsible for all necessary research, title searches, etc. If you need further legal information or have title questions, it is advisable to contact a licensed attorney prior to bidding on any property.

**Properties being auctioned at Judicial Sales are published in the *Lexington Chronicle* or *The State* for three weeks immediately prior to the sale. This will be the first place each month you will see the properties that are scheduled for the upcoming sale.

**Approximately Tuesday of the week following the first publication of sale notices in the Chronicle, the court's roster of sales will be posted to Lexington County's website (www.lex-co.com) under the Judicial Sale link. A copy of this roster and a Sale Book (containing copies of the Notice of Sale and Master's Report and Judgment for each case on the roster) will be available in the Records Room of the Clerk of Court's office (1st floor of the Judicial Center) for public viewing.

AT THE SALE

**Judicial sales are conducted with Open (not sealed) bidding. At this point, it is not necessary to pre-register. However, if you are the successful bidder on a piece of property you will be required to stay and register after the sale.

** If you are the successful bidder on a property sold, you are required to deposit with the Master-in-Equity Court 5% of your total bid in cash, certified funds or money order **by 4:00 p.m. on the day of sale** (unless the notice of sale specifies a different time). *Failure to make this required deposit can result in contempt of court proceedings. The deposit is non-refundable and will be applied toward court costs and judgment if the bid is forfeited.*

** Compliance with your bid includes the balance of the bid (after the 5% deposit) plus interest on the amount of the bid at the rate stated in the Notice of Sale. This interest accrues from the date of the sale to the date of full compliance with the bid. Generally, you have 20 days to comply with your bid. The Notice of Sale and Master's Report and Judgment covers the exact terms of sale for each case. Read it. You will receive further information on how to comply and receive your deed when you make your 5% deposit with the court.

UNUSUAL TERMS OF SALE

Deficiency Demanded - *Some Plaintiffs seek a deficiency judgment against the Defendant(s). That means the Plaintiff is not only foreclosing its mortgage but is also seeking a money judgment. The bidding remains open for (30) days after the original sales date. On that 30th day, the property is offered for sale again and the highest bid is accepted. The Plaintiff and/or highest bidder at the first sale cannot bid again at this second sale. If no one else bids at the second sale, then the property goes to the high bidder from the original sale.

**Some properties are sold subject to the 120-day or one (1) year right-of-redemption of the United States of America or other governmental agencies. That means

the Government has a tax lien or some other lien against the property and has the right to redeem the property during the stated time period. If this occurs, it falls outside the jurisdiction of this court and you should be reimbursed by the U.S. government.

**The Master's Report and Judgment and Notice of Sale cover all the terms of sale, unless specifically amended by the Court at the time of sale. Properties can be pulled from sale for any number of reasons up until the moment they are offered for sale.

*******THESE GUIDELINES ARE PROVIDED AS A COURTESY AND ARE INTENDED AS GENERAL INFORMATION. THEY ARE NOT TO BE CONSTRUED AS BINDING RULES OR LEGAL ADVICE OF ANY NATURE.**