

STATE OF SOUTH CAROLINA )  
 )  
COUNTY OF RICHLAND )

COURT OF COMMON PLEAS  
C/A #2012-CP-40-7106

First Federal Bank, f/k/a First Federal Savings and Loan Association of Charleston

vs. The Woodlands at Kennerly, LLC, Joseph S. Wray, III, James S. Johnson, a/k/a James Sidney Johnson; David D. Armento a/k/a Dave Armento; et al.

*Plaintiff*

*Defendants*

BY VIRTUE OF and pursuant to the terms of a Decree in the above entitled action, the undersigned as the Master-in-Equity for Richland County executes and delivers this deed by direction of the Court.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS, that I, Joseph M. Strickland, Master-in-Equity for Richland County, in consideration of the sum of Three Hundred Twenty-Four Thousand and 00/100 Dollars (\$324,000.00), the receipt whereof is hereby acknowledged, have granted, bargained, sold on December 2, 2013, and released, and by these presents, do grant, bargain, sell and release the following described premises unto

**SCBT, A SOUTH CAROLINA STATE CHARTERED BANKING CORPORATION, SUCCESSOR-BY-MERGER TO FIRST FEDERAL BANK**, its successors and assigns:

LOTS:

All those certain pieces, parcels or lots of land, together with any improvements thereon, situate, lying and being near the Town of Irmo, in the County of Richland, State of South Carolina; and being more particularly shown and delineated as LOT 3 (1.00 acres), LOT 4 (0.56 acres), LOT 5 (0.43 acres), LOT 6 (0.63 acres), and LOT 7 (0.59 acres) on a plat of Woodlands at Kennerly prepared for The Woodlands at Kennerly, LLC, by Woolpert, Inc., dated November 2006 and recorded in the Office of the Register of Deeds for Richland County, SC, in Record Book 1262, at Page 1517; and having the boundaries and measurements as shown on said plat; reference being craved thereto for a more complete and accurate description.

OUTPARCEL:

All that certain piece, parcel or tract of land, together with any improvements thereon, situate, lying and being near the Town of Irmo, in the County of Richland, State of South Carolina, being more particularly shown and designated as the "Outparcel Tract", containing 1.00 ACRE, more or less, on a plat of Woodlands at Kennerly prepared for The Woodlands at Kennerly, LLC, by Woolpert, Inc., dated December 18, 2005, and recorded in the Office of the Register of Deeds for Richland County, SC, in Record Book 1294, at Page 2162;

2014006881 John T. Hopkins II

Richland County R.O.D.



Book 1924-2465  
2014006881 02/04/2014 15:33:15:520  
Fee: \$10.00 County Tax: \$0.00

Master's Deed-Foreclosure  
State Tax: \$0.00

and having the boundaries and measurements as shown on said plat; reference being craved thereto for a more complete and accurate description.

1.65 ACRES:

All that certain piece, parcel or tract of land, together with any improvements thereon, situate, lying and being near the Town of Irmo, in the County of Richland, State of South Carolina; and being more particularly shown and delineated as a parcel containing 1.65 ACRES (71,885 sq. ft.), more or less, on a plat of Woodlands at Kennerly prepared for The Woodlands at Kennerly, by Woolpert, Inc., dated November 2006 and recorded in the Office of the Register of Deeds for Richland County, SC, in Record Book 1262, at Page 1517; and having the boundaries and measurements as shown on said plat; reference being craved thereto for a more complete and accurate description.

LESS AND EXCEPTING THEREFROM those portions of the above-referenced parcels which were conveyed to the South Carolina Department of Transportation in Deed Book D-1359, at Page 778 and in Deed Book D-1359, at Page 782.

ALSO LESS AND EXCEPT, the Outparcel and a portion of Lot #7 (from the "Lots"), each of which were released from the Assignment by virtue of that Partial Release of Mortgage Liens and Assignments of Leases and Rents, dated September 21, 2011 and recorded in said Office on September 22, 2011, where it appears in Book 1709, at Page 1161.

TMS #'s: 05004-01-01; 05004-01-03; 05004-01-23; and 05004-01-24

PROPERTY ADDRESS: 7436 Broad River Road; Columbia, SC

The being a portion of the same property conveyed to The Woodlands at Kennerly, LLC by Deed of Kahn Properties South, LLC, dated June 15, 2006 and recorded June 26, 2006 in the Office of the Register of Deeds for Richland County, where it appears in Book 1198, at Page 3063.

**GRANTEE'S ADDRESS:**

First Federal, A Division of SCBT  
2440 Mall Drive  
Charleston, SC 29406

This conveyance is made subject to any restrictions, reservations, zoning ordinances or assessments that may appear of record on the recorded plats or on the premises.

TOGETHER with all and singular the rights, members, hereditaments and appurtenances to said premises belonging or in any wise incident or appertaining.

*TO HAVE AND TO HOLD*, all and singular the premises before mentioned, unto the said

SCBT, a South Carolina state chartered banking corporation, successor-by-merger to First Federal Bank, its successors and assigns forever.

IN WITNESS WHEREOF, I as the Master-in-Equity for Richland County, have hereunto set my hand and seal this 21<sup>st</sup> Day of Jan, in the year of our Lord 2014.

Signed, sealed and delivered )  
in the presence of )

Fritella Cornelius )

Sabrina Sheffield )

[Signature] (L.S.)

Joseph M. Strickland  
Master-in-Equity for Richland County,  
South Carolina

STATE OF SOUTH CAROLINA )

COUNTY OF RICHLAND )

PERSONALLY appeared Fritella Cornelius and made oath that (s)he saw the within named Joseph M. Strickland, Master-in-Equity for Richland County, sign, seal and as his act and deed, deliver the within Deed; and that (s)he with Sabrina Sheffield witnessed the execution thereof.

SWORN to before me this 21<sup>st</sup>  
day of Jan, 2014.

[Signature]

NOTARY PUBLIC FOR SOUTH CAROLINA

PRINT NAME: Sabrina Sheffield

MY COMMISSION EXPIRES: 6/1/12

Fritella Cornelius  
Witness

STATE OF SOUTH CAROLINA )  
COUNTY OF RICHLAND )

AFFIDAVIT

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

1. I have read the information on this affidavit and I understand such information.
2. The property being transferred is identified as TMS # 05004-01-01; 05004-01-03; 05004-01-23; and 05004-01-24, and was transferred by Joseph M. Strickland, Master-in-Equity, to First Federal Bank by Deed dated January 21, 2014.

3. Check one of the following: The deed is

- (a) \_\_\_\_\_ subject to the deed recording fee as a transfer for consideration paid or to be paid in money or money's worth.
- (b) \_\_\_\_\_ subject to the deed recording fee as a transfer between a corporation, a partnership, or other entity and a stockholder, partner, or owner of the entity, or is a transfer to a trust or as a distribution to a trust beneficiary.
- (c)  X  exempt from the deed recording fee because (See Information section of affidavit):

13

\_\_\_\_\_  
(If exempt, please skip items 4 - 7, and go to item 8 of this affidavit.)

4. Check one of the following if either item 3(a) or item 3(b) above has been checked (See Information section of this affidavit.):

- (a) \_\_\_\_\_ The fee is computed on the consideration paid or to be paid in money or money's worth in the amount of \_\_\_\_\_.
- (b) \_\_\_\_\_ The fee is computed on the fair market value of the realty which is \_\_\_\_\_.
- (c) \_\_\_\_\_ The fee is computed on the fair market value of the realty as established for property tax purposes which is \_\_\_\_\_.

5. Check Yes \_\_\_\_\_ or No \_\_\_\_\_ to the following: A lien or encumbrance existed on the land, tenement, or realty before the transfer and remained on the land, tenement, or realty after the transfer. If "Yes," the amount of the outstanding balance of this lien or encumbrance is: \_\_\_\_\_.

6. The deed recording fee is computed as follows:

- (a) Place the amount listed in item 4 above here: \$ \_\_\_\_\_
- (b) Place the amount listed in item 5 above here: \_\_\_\_\_  
(If no amount is listed, place zero here.)  0
- (c) Subtract Line 6(b) from Line 6(a) and place result here: \$ \_\_\_\_\_

7. The deed recording fee due is based on the amount listed on Line 6(c) above and the deed recording fee due is: \$-0-.

8. As required by Code Section 12-24-70, I state that I am a responsible person who was connected with the transaction as:  Attorney for Grantee .

9. I understand that a person required to furnish this affidavit who wilfully furnishes a false or fraudulent affidavit is guilty of a misdemeanor and, upon conviction, must be fined not more than one thousand dollars or imprisoned not more than one year, or both.

Daniel B. Lott, Jr.  
Responsible Person Connected with the  
Transaction

SWORN to before me this 23rd  
day of January, 2014.

Daniel B. Lott, Jr.; Attorney for Grantee  
Print or Type Name Here

Deborah C Cooper  
Notary Public for South Carolina  
My Commission Expires 02/14/2015

### INFORMATION

Except as provided in this paragraph, the term "value" means "the consideration paid or to be paid in money or money's worth for the realty." Consideration paid or to be paid in money's worth includes, but is not limited to, other realty, personal property, stocks, bonds, partnership interest and other intangible property, the forgiveness or cancellation of a debt, the assumption of a debt, and the surrendering of any right. The fair market value of the consideration must be used in calculating the consideration paid in money's worth. Taxpayers may elect to use the fair market value of the realty being transferred in determining fair market value of the consideration. In the case of realty transferred between a corporation, a partnership, or other entity and a stockholder, partner, or owner of the entity, and in the case of realty transferred to a trust as a distribution to a trust beneficiary, "value" means the realty's fair market value. A deduction from value is allowed for the amount of any lien or encumbrance existing on the land, tenement, or realty before the transfer and remaining on the land, tenement or realty after the transfer. Taxpayers may elect to use the fair market value for property tax purposes in determining fair market value under the provisions of the law.

Exempted from the fee are deeds:

- (1) transferring realty in which the value of the realty, as defined in Code Section 12-24-30, is equal to or less than one hundred dollars;
- (2) transferring realty to the federal government or to a state, its agencies and departments, and its political subdivisions, including school districts;
- (3) that are otherwise exempted under the laws and Constitution of this State or of the United States;
- (4) transferring realty in which no gain or loss is recognized by reason of Section 1041 of the Internal Revenue Code as defined in Section 12-6-40(A);
- (5) transferring realty in order to partition realty as long as no consideration is paid for the transfer other than the interests in the realty that are being exchanged in order to partition the realty,
- (6) transferring an individual grave space at a cemetery owned by a cemetery company licensed under Chapter 55 of Title 39;
- (7) that constitute a contract for the sale of timber to be cut;
- (8) transferring realty to a corporation, a partnership, or a trust in order to become, or as, a stockholder, partner, or trust beneficiary of the entity provided no consideration is paid for the transfer other than stock in the corporation, interest in the partnership, beneficiary interest in the trust, or the increase in value in such stock or interest held by the grantor. However, the transfer of realty from a corporation, a partnership, or a trust to a stockholder, partner, or trust beneficiary of the entity is subject to the fee even if the realty is transferred to another corporation, a partnership, or trust;
- (9) transferring realty from a family partnership to a partner or from a family trust to a beneficiary, provided no consideration is paid for the transfer other than a reduction in the grantee's interest in the partnership or trust. A "family partnership" is a partnership whose partners are all members of the same family. A "family trust" is a trust, in which the beneficiaries are all members of the same family. The beneficiaries of a family trust may also include charitable entities. "Family" means the grantor and the grantor's spouse, parents, grandparents, sisters, brothers, children, stepchildren, grandchildren, and the spouses and lineal descendants of any the above. A "charitable entity" means an entity which may receive deductible contributions under Section 170 of the Internal Revenue Code as defined in Section 12-6-40(A);
- (10) transferring realty in a statutory merger or consolidation from a constituent corporation to the continuing or new corporation;
- (11) transferring realty in a merger or consolidation from a constituent partnership to the continuing or new partnership; and,
- (12) that constitute a corrective deed or a quitclaim deed used to confirm title already vested in the grantee, provided that no consideration of any kind is paid or is to be paid under the corrective or quitclaim deed.
- (13) transferring realty subject to a mortgage to the mortgagee whether by a deed in lieu of foreclosure executed by the

mortgagor or deed executed pursuant to foreclosure proceedings.

- (14) transferring realty from an agent to the agent's principal in which the realty was purchased with funds of the principal, provided that a notarized document is also filed with the deed that establishes the fact that the agent and principal relationship existed at the time of the original purchase as well as for the purpose of purchasing the realty.
- (15) transferring title to facilities for transmitting electricity that is transferred, sold, or exchanged by electrical utilities, municipalities, electric cooperatives, or political subdivisions to a limited liability company which is subject to regulation under the Federal Power Act (16 U.S.C. Section 791(a)) and which is formed to operate or to take functional control of electric transmission assets as defined in the Federal Power Act.

STATE OF SOUTH CAROLINA )

COUNTY OF RICHLAND )

First Federal Bank, f/k/a First Federal Savings and Loan Association of Charleston; )

Plaintiff; )

vs. )

The Woodlands at Kennerly, LLC; Joseph S. Wray, III; James S. Johnson, ak/a James Sidney Johnson; David D. Armento, a/k/a Dave Armento; and Woodlands at Kennerly Owners Association, Inc.; )

Defendants. )

IN THE CIRCUIT COURT  
C/A NO. 2012-CP-40-7106

**ORDER**

(Lien Satisfied By Sale  
Under Foreclosure)

Mortgage Bk. 1294, Pg. 2163;  
Assignment of Leases and Rents Bk. 1294, Pg. 2175

Original Mortgagor: The Woodlands at Kennerly, LLC

Original Mortgagee: First Savers Bank

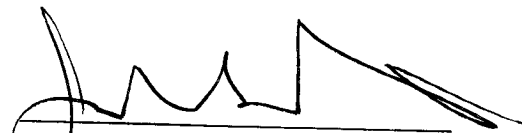
Whereas a mortgage foreclosure action involving the above parties was decided by the Equity Court by an Order of Reference from the Court of Common Pleas with authority to enter a final judgment;

IT IS THEREFORE ORDERED AND DECREED:

The Register of Deeds for Richland County is authorized to enter upon the record of the mortgage so foreclosed the following:

“LIEN OF MORTGAGE RECORDED IN RECORD BOOK 1294 AT PAGE 2163, AND ASSIGNMENT OF LEASES AND RENTS IN RECORD BOOK 1294, AT PAGE 2175, IN THE OFFICE OF THE REGISTER OF DEEDS FOR THE COUNTY OF RICHLAND, ARE RELEASED, CANCELLED, AND SATISFIED BY SALE UNDER FORECLOSURE THE 2<sup>ND</sup> DAY OF DECEMBER, 2013. SEE CIVIL ACTION NUMBER 2012-CP-40-7106.”

Columbia, South Carolina  
Jan. 21, 2014

  
Joseph M. Strickland  
Master-in-Equity  
Richland County

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Book 1924-2471

2014006882 02/04/2014 15:33:15:633

Fee: \$5.00 County Tax: \$0.00 State Tax: \$0.00

Book 1924-2475

2014006886 02/04/2014 15:33:16:347

Fee: \$5.00 County Tax: \$0.00 State Tax: \$0.00



2014006882 John T. Hopkins II

Richland County R.O.D.



2014006886 John T. Hopkins II

Richland County R.O.D.

STATE OF SOUTH CAROLINA )

COUNTY OF RICHLAND )

First Federal Bank, f/k/a First Federal Savings and Loan Association of Charleston; )

Plaintiff; )

vs. )

The Woodlands at Kennerly, LLC; Joseph S. Wray, III; James S. Johnson, ak/a James Sidney Johnson; David D. Armento, a/k/a Dave Armento; and Woodlands at Kennerly Owners Association, Inc.; )

Defendants. )

IN THE CIRCUIT COURT  
C/A NO. 2012-CP-40-7106

**ORDER**

(Lien Satisfied By Sale  
Under Foreclosure)  
Mortgage Bk. 1557, Pg. 1995;

Original Mortgagor: The Woodlands at Kennerly, LLC


Original Mortgagee: Plantation Federal Bank, as successor to First Savers Bank

Whereas a mortgage foreclosure action involving the above parties was decided by the Equity Court by an Order of Reference from the Court of Common Pleas with authority to enter a final judgment;

IT IS THEREFORE ORDERED AND DECREED:

The Register of Deeds for Richland County is authorized to enter upon the record of the mortgage so foreclosed the following:

“LIEN OF MORTGAGE RECORDED IN RECORD BOOK 1557 AT PAGE 1995, IN THE OFFICE OF THE REGISTER OF DEEDS FOR THE COUNTY OF RICHLAND, IS RELEASED, CANCELLED, AND SATISFIED BY SALE UNDER FORECLOSURE THE 2<sup>ND</sup> DAY OF DECEMBER, 2013. SEE CIVIL ACTION NUMBER 2012-CP-40-7106.”



Joseph M. Strickland  
Master-in-Equity  
Richland County

Columbia, South Carolina  
Jan. 21 2014

F:\First Federal Bank\Woodlands at Kennerly, LLC (The)\2nd Action\Mortgage Satisfaction (Supplemental).doc

Book 1924-2472  
2014006883 02/04/2014 15:33:16:013 Satisfaction of Mortgage  
Fee:\$5.00 County Tax: \$0.00 State Tax: \$0.00





STATE OF SOUTH CAROLINA )

COUNTY OF RICHLAND )

First Federal Bank, f/k/a First Federal Savings and Loan Association of Charleston; )

Plaintiff; )

vs. )

The Woodlands at Kennerly, LLC; Joseph S. Wray, III; James S. Johnson, ak/a James Sidney Johnson; David D. Armento, a/k/a Dave Armento; and Woodlands at Kennerly Owners Association, Inc.; )

Defendants. )

IN THE CIRCUIT COURT  
C/A NO. 2012-CP-40-7106

**ORDER**

(Lien Satisfied By Sale  
Under Foreclosure)

Mortgage Bk. 1557, Pg. 2030;

Original Mortgagor: The Woodlands at Kennerly, LLC

Original Mortgagee: Plantation Federal Bank, as successor to First Savers Bank

Whereas a mortgage foreclosure action involving the above parties was decided by the Equity Court by an Order of Reference from the Court of Common Pleas with authority to enter a final judgment;

IT IS THEREFORE ORDERED AND DECREED:

The Register of Deeds for Richland County is authorized to enter upon the record of the mortgage so foreclosed the following:

“LIEN OF MORTGAGE RECORDED IN RECORD BOOK 1557 AT PAGE 2030, IN THE OFFICE OF THE REGISTER OF DEEDS FOR THE COUNTY OF RICHLAND, IS RELEASED, CANCELLED, AND SATISFIED BY SALE UNDER FORECLOSURE THE 2<sup>ND</sup> DAY OF DECEMBER, 2013. SEE CIVIL ACTION NUMBER 2012-CP-40-7106.”

Joseph M. Strickland  
Master-in-Equity  
Richland County

Columbia, South Carolina  
Jan. 21, 2014

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Book 1924-2473

2014006884 02/04/2014 15:33:16.137

Satisfaction of Mortgage

Fee: \$5.00 County Tax: \$0.00

State Tax: \$0.00



2014006884 John T. Hopkins II

Richland County R.O.D.

STATE OF SOUTH CAROLINA )

COUNTY OF RICHLAND )

First Federal Bank, f/k/a First Federal Savings and Loan Association of Charleston; )

Plaintiff; )

vs. )

The Woodlands at Kennerly, LLC; Joseph S. Wray, III; James S. Johnson, ak/a James Sidney Johnson; David D. Armento, a/k/a Dave Armento; and Woodlands at Kennerly Owners Association, Inc.; )

Defendants. )

IN THE CIRCUIT COURT  
C/A NO. 2012-CP-40-7106

**ORDER**

(Lien Satisfied By Sale  
Under Foreclosure)

Mortgage Bk. 1557, Pg. 2064;

Original Mortgagor: The Woodlands at Kennerly, LLC

Original Mortgagee: Plantation Federal Bank, as successor to First Savers Bank

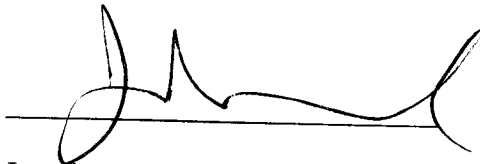
Whereas a mortgage foreclosure action involving the above parties was decided by the Equity Court by an Order of Reference from the Court of Common Pleas with authority to enter a final judgment;

IT IS THEREFORE ORDERED AND DECREED:

The Register of Deeds for Richland County is authorized to enter upon the record of the mortgage so foreclosed the following:

“LIEN OF MORTGAGE RECORDED IN RECORD BOOK 1557 AT PAGE 2064, IN THE OFFICE OF THE REGISTER OF DEEDS FOR THE COUNTY OF RICHLAND, IS RELEASED, CANCELLED, AND SATISFIED BY SALE UNDER FORECLOSURE THE 2<sup>ND</sup> DAY OF DECEMBER, 2013. SEE CIVIL ACTION NUMBER 2012-CP-40-7106.”

Columbia, South Carolina  
Jan. 21, 2014

  
Joseph M. Strickland  
Master-in-Equity  
Richland County

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Book 1924-2474

2014006885 02/04/2014 15:33:16:240

Fee: \$5.00 County Tax: \$0.00

Satisfaction of Mortgage

State Tax: \$0.00



2014006885 John T. Hopkins II

Richland County R.O.D.

STATE OF SOUTH CAROLINA )

COUNTY OF RICHLAND )

First Federal Bank f/k/a First Federal Savings and Loan Association of Charleston )

Plaintiff, )

vs. )

The Woodlands at Kennerly, LLC, Joseph S. Wray, III; James S. Johnson, a/k/a James Sidney Johnson; David D. Armento, a/k/a Dave Armento; and Woodlands at Kennerly Owners Association, Inc.; )

Defendants. )

IN THE CIRCUIT COURT  
C/A NO. 2012-CP-40-7106

 COPY

MASTER-IN-EQUITY'S REPORT ON FORECLOSURE SALE AND ORDER FOR DEFICIENCY JUDGMENT

DEFICIENCY DEMANDED AS TO DEFENDANTS THE WOODLANDS KENNERLY, LLC; JAMES S. JOHNSON, A/K/A JAMES SIDNEY JOHNSON; AND DAVID D. ARMENTO, A/K/A DAVE ARMENTO

2014 JAN 22 AM 11:20  
ANETTE WOODRIDGE  
C.C.P. & L.S.  
RICHLAND COUNTY  
FILED

I submit the following which has been prepared by the attorneys for the Plaintiff as my Report on Sale and Disbursements in the referenced case:

1. Pursuant to Order of the Court filed November 25, 2013, and after due notice and advertisement, the property which is the subject of this action was sold on Monday, December 2, 2013, by the undersigned Joseph M. Strickland, Master-in-Equity.
2. The Plaintiff, First Federal Bank f/k/a First Federal Savings and Loan Association of Charleston, was the successful bidder at the sale, with a bid of Three Hundred Twenty-Four Thousand and 00/100 (\$324,000.00) Dollars.
3. Because a deficiency judgment was demanded, the bidding was reopened on January 2, 2014, but no additional bids were received.
4. First Federal Bank merged into SCBT, a South Carolina state chartered banking corporation, on July 26, 2013.

5. Subsequently, SCBT, a South Carolina state chartered banking corporation, successor-by-merger to First Federal Bank complied with the bid and the terms of the sale with payment of all costs as provided in the Order.

6. The undersigned Master-in-Equity has executed and delivered to SCBT, a South Carolina state chartered banking corporation, successor-by-merger to First Federal Bank a good and sufficient deed and the commission on sale has been paid by the Grantee.

7. The First Mortgage which was the subject of this action, given by The Woodlands at Kennerly, LLC to First Savers Bank, recorded in the Office of the Register of Deeds for Richland County on March 21, 2007, where it appears in Record Book 1294, at Page 2163, and Assignment of Leases and Rents recorded in said Office on March 21, 2007, where it appears in Record Book 1294, at Page 2175, are satisfied by foreclosure; and the Register of Deeds is directed to enter said satisfactions in its official records.

8. The Supplemental Mortgage which also was the subject of this action, given by The Woodlands at Kennerly, LLC to Plantation Federal Bank, as successor to First Savers Bank, recorded in the Office of the Register of Deeds for Richland County on September 23, 2009, where it appears in Record Book 1557, at Page 1995, is satisfied by foreclosure; and the Register of Deeds is directed to enter said satisfactions in its official records.

9. The Second Mortgage which also was the subject of this action, given by The Woodlands at Kennerly, LLC to Plantation Federal Bank, as successor to First Savers Bank, recorded in the Office of the Register of Deeds for Richland County on September 23, 2009, where it appears in Record Book 1557, at Page 2030, is satisfied by foreclosure; and the Register of Deeds is directed to enter said satisfactions in its official records.

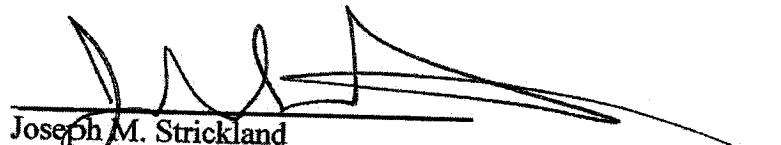
10. The Third Mortgage which also the subject of this action, given by The Woodlands at Kennerly, LLC to Plantation Federal Bank, as successor to First Savers Bank, recorded in the Office of the Register of Deeds for Richland County on September 23, 2009, where it appears in Record Book 1557, at Page 2064, is satisfied by foreclosure; and the Register of Deeds is directed to enter said satisfactions in its official records.

11. Because the TOTAL DEBT was \$1,625,923.65 and the successful bid totaled only \$324,000.00, the Plaintiff is entitled to, and is hereby awarded, a personal money deficiency judgment against the Defendants The Woodlands at Kennerly, LLC; James S. Johnson, a/k/a

James Sidney Johnson; and David D. Armento, a/k/a Dave Armento; jointly and severally; in the sum of \$1,301,923.65, plus \$19,941.62 interest for a total of \$1,321,865.27.

12. By Order of the Circuit Court, Plaintiff's Cause of Action against the Defendant Joseph S. Wray, III must be arbitrated. This case shall remain open and this Court shall retain jurisdiction of this case until such arbitration has been completed.

IT IS SO ORDERED.



Joseph M. Strickland  
Master-in-Equity for Richland County

Columbia, South Carolina  
Jan. 21, 2014.

MASTER-IN-EQUITY'S REPORT ON SALE AND DISBURSEMENTS  
*First Federal Bank f/k/a First Federal Savings and Loan Association of Charleston vs. The  
 Woodlands at Kennerly, LLC, Joseph S. Wray, III; James S. Johnson, a/k/a James Sidney  
 Johnson; David D. Armento, a/k/a Dave Armento; and Woodlands at Kennerly Owners  
 Association, Inc. , et al.*

2012-CP-40-7106

	<u>Disbursements</u>	<u>Receipts</u>
BID AMOUNT:		\$324,000.00
COSTS:		
Commission on Sale	\$ 2,500.00	
Reference Fee	\$ 125.00	
Advertising Sale	\$ 600.00	
Filing Fees	\$ 185.00	
Process Service Costs	\$ 290.00	
Recording Satisfaction	\$ 20.00	
Title Update Costs	\$ 210.00	
<hr/>		
TOTAL COSTS	\$ 3,930.00	
BALANCE CREDIT ON DEBT.	\$ 320,070.00	
TOTALS	<u>\$ 324,000.00</u>	<u>\$324,000.00</u>

STATE OF SOUTH CAROLINA  
 COUNTY OF RICHLAND  
 IN THE COURT OF COMMON PLEAS

FORM 4

JUDGMENT IN A CIVIL CASE



COPY

CASE NO. 2012 CP-40-7106

First Federal Bank f/k/a First Federal Savings  
 and Loan Association of Charleston;

The Woodlands at Kennerly, LLC, Joseph S.  
 Wray, III; James S. Johnson, a/k/a James  
 Sidney Johnson; David D. Armento, a/k/a Dave  
 Armento; and Woodlands at Kennerly Owners  
 Association, Inc.;

PLAINTIFF(S)

DEFENDANT(S)

Submitted by: DANIEL B. LOTT, JR.

Attorney for :  Plaintiff  Defendant  
 or  
 Self-Represented Litigant

**DISPOSITION TYPE (CHECK ONE)**

- JURY VERDICT.** This action came before the court for a trial by jury. The issues have been tried and a verdict rendered.
- DECISION BY THE COURT.** This action came to trial or hearing before the court. The issues have been tried or heard and a decision rendered.
- ACTION DISMISSED (CHECK REASON):**  Rule 12(b), SCRPC;  Rule 41(a), SCRPC (Vol. Nonsuit);  Rule 43(k), SCRPC (Settled);  Other
- ACTION STRICKEN (CHECK REASON):**  Rule 40(j), SCRPC;  Bankruptcy;  Binding arbitration, subject to right to restore to confirm, vacate or modify arbitration award;  Other
- DISPOSITION OF APPEAL TO THE CIRCUIT COURT (CHECK APPLICABLE BOX):**  
 Affirmed;  Reversed;  Remanded;  Other

NOTE: ATTORNEYS ARE RESPONSIBLE FOR NOTIFYING LOWER COURT, TRIBUNAL, OR ADMINISTRATIVE AGENCY OF THE CIRCUIT COURT RULING IN THIS APPEAL.

**IT IS ORDERED AND ADJUDGED:**  See attached order (formal order to follow)  Statement of Judgment by the Court:

**ORDER INFORMATION**

This order  ends  does not end the case.

Additional Information for the Clerk : FORECLOSURE ACTION - MASTER-IN-EQUITY'S REPORT ON FORECLOSURE SALE AND ORDER FOR DEFICIENCY JUDGMENT

**INFORMATION FOR THE PUBLIC INDEX**

Complete this section below when the judgment affects title to real or personal property or if any amount should be enrolled. If there is no judgment information, indicate "N/A" in one of the boxes below.

Judgment in Favor of (List name(s) below)	Judgment Against (List name(s) below)	Judgment Amount To be Enrolled (List amount(s) below)
First Federal Bank f/k/a First Federal Savings and Loan Association of Charleston	The Woodlands at Kennerly, LLC, James S. Johnson, a/k/a James Sidney Johnson; and David D. Armento, a/k/a Dave Armento; JOINTLY AND SEVERALLY	\$1,301,923.65
		\$
		\$

If applicable, describe the property, including tax map information and address, referenced in the order:  
 LOTS:

All those certain pieces, parcels or lots of land, together with any improvements thereon, situate, lying and being near the Town of Irmo, in the County of Richland, State of South Carolina; and being more particularly shown and delineated as LOT 3 (1.00 acres), LOT 4 (0.56 acres), LOT 5 (0.43 acres), LOT 6 (0.63 acres), and LOT 7 (0.59 acres) on a plat of Woodlands at Kennerly prepared for The Woodlands at Kennerly, LLC, by Woolpert, Inc., dated November 2006 and recorded in the Office of the Register of Deeds for Richland County, SC, in Record Book 1262, at Page 1517; and having the boundaries and measurements as shown on said plat; reference being craved thereto for a more complete and accurate description.

**OUTPARCEL:**

All that certain piece, parcel or tract of land, together with any improvements thereon, situate, lying and being near the Town of Irmo, in the County of Richland, State of South Carolina, being more particularly shown and designated as the "Outparcel Tract", containing 1.00 ACRE, more or less, on a plat of Woodlands at Kennerly prepared for The Woodlands at Kennerly, LLC, by Woolpert, Inc., dated December 18, 2005, and recorded in the Office of the Register of Deeds for Richland County, SC, in Record Book 1294, at Page 2162; and having the boundaries and measurements as shown on said plat; reference being craved thereto for a more complete and accurate description.

**1.65 ACRES:**

All that certain piece, parcel or tract of land, together with any improvements thereon, situate, lying and being near the Town of Irmo, in the County of Richland, State of South Carolina; and being more particularly shown and delineated as a parcel containing 1.65 ACRES (71,885 sq. ft.), more or less, on a plat of Woodlands at Kennerly prepared for The Woodlands at Kennerly, by Woolpert, Inc., dated November 2006 and recorded in the Office of the Register of Deeds for Richland County, SC, in Record Book 1262, at Page 1517; and having the boundaries and measurements as shown on said plat; reference being craved thereto for a more complete and accurate description.

LESS AND EXCEPTING THEREFROM those portions of the above-referenced parcels which were conveyed to the South Carolina Department of Transportation in Deed Book D-1359, at Page 778 and in Deed Book D-1359, at Page 782.

ALSO LESS AND EXCEPT, the Outparcel and a portion of Lot #7 (from the "Lots"), each of which were released from the Assignment by virtue of that Partial Release of Mortgage Liens and Assignments of Leases and Rents, dated September 21, 2011 and recorded in said Office on September 22, 2011, where it appears in Book 1709, at Page 1161.

TMS #'s: 05004-01-01; 05004-01-03; 05004-01-23; and 05004-01-24

PROPERTY ADDRESS: 7436 Broad River Road; Columbia, SC

The judgment information above has been provided by the submitting party. Disputes concerning the amounts contained in this form may be addressed by way of motion pursuant to the SC Rules of Civil Procedure. Amounts to be computed such as interest or additional taxable costs not available at the time the form and final order are submitted to the judge may be provided to the clerk. **Note: Title abstractors and researchers should refer to the official court order for judgment details.**

Circuit Court Judge

Judge Code

Date

**For Clerk of Court Office Use Only**

This judgment was entered on the \_\_\_\_\_ day of \_\_\_\_\_, 2014 and a copy mailed first class or placed in the appropriate attorney's box on this \_\_\_\_\_ day of \_\_\_\_\_, 2014 to attorneys of record or to parties (when appearing pro se) as follows:

DANIEL B. LOTT, JR.

Edwin Russell Jeter, Esquire



LOTT & SEARCY, LLP  
3022 MILLWOOD AVENUE  
COLUMBIA, SC 29205

JETER & WILLIAMS, P. A.  
Post Office Box 7425  
Columbia, SC 29202

Mr. David D. Armento  
219 Broadland Road  
Atlanta, GA 30342

Mr. James S. Johnson  
5825 Glenridge Drive, Bldg 2, Suite 211  
Atlanta, SC 30328

Mr. Craig M. Lemrow  
Registered Agent  
Woodlands at Kennerly Owners Association, Inc.  
115 Library Hill Lane, Suite A  
Lexington, SC 29072

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**ATTORNEY(S) FOR THE PLAINTIFF(S)**

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**ATTORNEY(S) FOR THE DEFENDANT(S)**

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**CLERK OF COURT**

**Court Reporter:**

STATE OF SOUTH CAROLINA )  
 )  
COUNTY OF RICHLAND )

IN THE COURT OF COMMON PLEAS  
JR Number 2012-CP-40-7106

First Federal Bank f/k/a First Federal Savings )  
and Loan Association of Charleston, )

Plaintiff (s), )

vs. )

The Woodlands at Kennerly, LLC, )  
Joseph S. Wray, III, James S. Johnson, a/k/a )  
James Sidney Johnson, et al., )  
Defendant (s). )

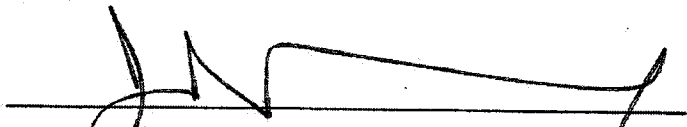
Master's Report on Sale and Disbursements )  
and )  
Order of Confirmation )  
Pursuant to Rule 71, SCRC )  
(Public Sale), G.S. )

JANETTE M. BRIDGE  
C.P. G.S.  
2014 JAN 22 AM 11:20  
RICHLAND COUNTY  
FILED

1. Pursuant to Order of Court and after due notice and advertisement, I sold subject property to:
  - (a) the Plaintiff for the sum of \$ 324,000.00, that amount being the highest bid made on Sales Day, December 2, 2013. The Plaintiff thereafter paid only the costs as provided in said Order and became the grantee/assigned its bid to
  - (b) the highest bidder on Sales Day, , for the sum of \$ . The successful bidder thereafter complied with the bid, as provided for in said Order, and became the grantee/assigned the bid to
2. That I have executed and delivered to said grantee a good and sufficient deed of conveyance of said property.
3. I have received and disbursed the costs as set out on the attached Statement of Disbursements which resulted in the disbursement of proceeds of sale/a surplus of \$ -----
4. , notice of which is being sent to all parties who may wish to apply for said surplus, pursuant to Rule 71(c), SCRC.P.

IS THEREFORE ORDERED that the said sale and the Master's Report on Sale and Disbursements are hereby confirmed as a judgment of this Court.

Jan. 21, 2014

  
\_\_\_\_\_  
JOSEPH M. STRICKLAND  
Master in Equity for Richland County



# LOTT & SEARCY, LLP

ATTORNEYS AND COUNSELORS AT LAW

DANIEL B. LOTT, JR.  
STEPHEN D. SEARCY

3022 MILLWOOD AVENUE  
COLUMBIA, SOUTH CAROLINA 29205  
WWW.LOTTANDSEARCY.COM

TELEPHONE 803.790.2120  
FACSIMILE 803.790.2128

February 27, 2014

**VIA FEDERAL EXPRESS-**  
**SECOND DAY DELIVERY**

Ms. Donna Lehmer  
Senior Vice President  
**First Federal, a Division of SCBT**  
2440 Mall Drive  
Charleston, SC 29406

Re: First Federal Bank f/k/a First Federal Savings and Loan Association of Charleston  
vs. The Woodlands at Kennerly, LLC, et al.  
Richland County Civil Action No. 2012-CP-40-7106

Dear Donna:

Enclosed, please find the ORIGINAL Master-in-Equity's Deed in the above-referenced matter, recorded in the Office of the Register of Deeds for Richland County on February 4, 2014, where it appears in Book 1924, at Page 2465. Also included are the four (4) ORIGINAL Mortgage Satisfactions recorded in said Office on February 4, 2014, where they appear in Book 1924, at Page 2471; Book 1924, at Page 2472; Book 1924, at Page 2473; and Book 1924, at Page 2474, respectively. Please also find a copy of the Master-in-Equity's Report on Foreclosure Sale and Order for Deficiency Judgment filed January 22, 2014 in the Office of the Clerk of Court for Richland County.

Please also find enclosed the ORIGINAL Note dated September 22, 2010, two (2) ORIGINAL Allonges, ORIGINAL Mortgage dated March 16, 2007; ORIGINAL Supplemental Mortgage and Security Agreement dated September 18, 2009; ORIGINAL Second Mortgage and Security Agreement dated September 18, 2009; ORIGINAL Third Mortgage dated September 18, 2009; ORIGINAL Assignment of Leases and Rents dated March 16, 2007; ORIGINAL Guaranty of James S. Johnson dated September 22, 2010; and ORIGINAL Assignment of Mortgage and Collateral Documents dated August 10, 2012.

Donna Lehmer  
February 27, 2014  
Page 2

We have ordered an update of the title work examination and will prepare and send to you the Owner's title insurance policy which the bank has requested as soon as possible. We will also continue to work with Randy Burge to complete the litigation regarding Mr. Wray's obligation on his Guaranty of the subject debt.

Thank you for the opportunity to be of service. If you have any questions, concerns, or further requests, please do not hesitate to contact me.

Sincerely,



Daniel B. Lott, Jr.

**Enclosures**

F:\First Federal Bank\Woodlands at Kennerly, LLC (The)\2nd Action\Lehmer Letter 1.doc